

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

Board of Trustees (Regular meeting)

Monday, August 10, 2020

2323 North Broadway via Zoom

Santa Ana, CA 92706

Pursuant to Governor Newsom’s Executive Order N-29-20, dated March 17, 2020, members of the Board of Trustees of the Rancho Santiago Community College District, staff, and the public will participate in the August 10, 2020 meeting via a teleconference. No in-person attendance will be accommodated or permitted. To avoid exposure to COVID-19 this meeting will be held via teleconference by calling **(669) 900-6833, 560964295# (please use *9 to raise your hand using your phone if you’d like to speak during public comments) or by using this link: <https://cccconfer.zoom.us/j/560964295>**. Additionally, you may submit your comments electronically by emailing lucarelli_anita@rsccd.edu.

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing lucarelli_anita@rsccd.edu. Submissions by email must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF AUGUST 10, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for 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. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at lucarelli_anita@rsccd.edu or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Public Comment

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing lucarelli_anita@rscsd.edu. Submissions by email must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF AUGUST 10, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for 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. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at lucarelli_anita@rscsd.edu or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

1.5 Approval of Minutes – Regular meeting of July 13, 2020 Action

1.6 Approval of Consent Calendar Action

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

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

1.7 Presentation on Chancellor’s Diversity Initiative

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

2.2 Reports from College Presidents

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

2.5 Report from Classified Representative

2.6 Reports from Academic Senate Presidents

2.7 Report from Board President

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Ad Hoc Committee for Discussion and Timing of Reentry Plans According to the Governor’s Guidelines

3.0 INSTRUCTION

*3.1 Approval of Subscription Agreement Renewal with Regroup Mass Notification Solution Action

The administration recommends approval of the subscription agreement Renewal with Regroup Mass Notification Solution located in San Francisco, California, as presented.

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

- *3.2 Approval of Dual Enrollment Agreement Renewal between Samueli Academy and Rancho Santiago Community College District Action
The administration recommends approval of the dual enrollment agreement renewal between Samueli Academy and RSCCD, as presented.
- *3.3 Approval of Affiliation Agreement Renewal with South Coast Global Medical Center, Inc. doing business as South Coast Global Medical Center Action
The administration recommends approval of the affiliation agreement renewal with South Coast Global Medical Center, Inc. doing business as South Coast Global Medical Center located in Santa Ana, California, as presented.
- *3.4 Approval of Rancho Santiago Community College District Professional Services Agreement with Substance Media, Inc. Action
The administration recommends approval of the RSCCD professional services agreement with Substance Media, Inc. located in Covina, California, as presented.
- *3.5 Approval of Clinical Community Health Training Affiliation Agreement Renewal with Vanguard University Action
The administration recommends approval of the clinical community health training affiliation agreement renewal with Vanguard University located in Costa Mesa, California, as presented.
- *3.6 Approval of College and Career Access Pathways A Dual Enrollment Partnership Agreement Renewal 2020-2023 with Santa Ana Unified School District (SAUSD) Action
The administration recommends approval of the college and career access pathways a dual enrollment partnership agreement renewal 2020-2023 with SAUSD located in Santa Ana, California as presented.
- *3.7 Approval of Reduction of the Nonresident Capital Outlay Fee from \$35 per Unit to \$10 per Unit for 2020-2021 Action
The administration recommends approval of reducing the nonresident capital outlay fee from \$35 per unit to \$10 per unit for the 2020-21 fee as presented.
- *3.8 Approval of Santiago Canyon College (SCC) Joining California Community College Equity Leadership Alliance at University of Southern California (USC) Race and Equity Center Action
The administration recommends approval of SCC joining the California Community College Equity Leadership Alliance at USC Race and Equity Center as presented.

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

- *3.9 Approval of Professional Services Agreement with Interact Communications, Inc. for Rancho Santiago Adult Education Consortium Marketing Campaign Action
The administration recommends approval of the professional services agreement with Interact Communications, Inc. for a Rancho Santiago Adult Education Consortium marketing campaign as presented.
- *3.10 Approval of Affiliation Agreement with University of California San Francisco School of Medicine on Behalf of Bixby Center of Global Reproductive Health Action
The administration recommends approval of the affiliation agreement to serve as a study site for the University of California San Francisco School of Medicine on behalf of the Bixby Center of Global Reproductive Health as presented.
- *3.11 Approval of Amendment #1 to Agreement with Orange County Transportation Authority (OCTA) for Continuing Education College Pass Program Action
The administration recommends approval of Amendment #1 to agreement with OCTA for a continuing education pass program as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund and Interfund Transfers Action
The administration recommends approval of budget increases/decreases, transfers, and intrafund and interfund transfers from June 27, 2020, to June 30, 2020.
- *4.3 Approval of 2020-2021 Proposed Adopted Budget Assumptions Action
The administration recommends approval of the adopted budget assumptions for the 2020-2021 fiscal year as presented.
- 4.4 Quarterly Investment Report as of June 30, 2020 Information
The quarterly investment report as of June 30, 2020, is presented as information.
- *4.5 Approval of Professional Services Agreement with Cumulus Technology Services, LLC Action
The administration recommends approval of the professional services agreement with Cumulus Technology Services, LLC as presented.

- *4.6 Approval of Professional Services Agreement with Go To Technologies, Inc. Action
The administration recommends approval of the professional services agreement with Go To Technologies, Inc. as presented.
- *4.7 Approval of Surplus Property Action
The administration recommends approval of declaring the list of equipment as surplus property and utilizing The Liquidation Company to conduct an auction as presented.
- *4.8 Ratification of Purchase Orders Approved by Chancellor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19) Action
The administration recommends ratification of the purchase orders approved by the chancellor per Resolution No. 20-03 for the period July 1, 2020, through July 28, 2020.
- *4.9 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period June 21, 2020, through July 18, 2020.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- | | |
|--|-------------|
| - Coronavirus Aid, Relief, and Economic Security (CARES) Act Higher Education Emergency Relief Fund (HEERF) – Minority Serving Institution (MSI) (SAC & SCC) | \$ 577,122 |
| - Early Head Start – Year 1 (District) - <i>Augmentation</i> | \$ 215,911 |
| - Career and Technical Education Act (CTEA) Title I-C (District/SAC/SCC) | \$1,011,344 |
| - College Assistance Migrant Program – Year 4 (SCC) | \$ 425,000 |
| - Project Gateway Program – College Access Informational Continuum (CAIC) (SAC) | \$ 52,700 |
| -Tobacco-Free College Program (SAC) | \$ 20,000 |

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

- *5.2 Approval of Second Amendment to Sub-Agreement between RSCCD and Tri-Valley Regional Occupational Program in Bay Area Region Selected to Host Strong Workforce Program K12 Pathway Coordinators – Year 1 Action
The administration recommends approval of the second 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 Sub-Agreement between RSCCD and Riverside County Office of Education in Inland Empire Desert Region Selected to Host Strong Workforce Program K12 Pathway Coordinators – Year 2 Action
The administration recommends approval of the first amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.4 Approval of Professional Services Agreement between RSCCD and Lauren McSherry Consulting Action
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related agreement on behalf of the district.
- 5.5 Ratification of Chancellor’s Decision as Approved by Ad Hoc Committee to Begin the Fall Semester in Stage One and Proceed to Stage Two Once Approved by State Governor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19) Action
It is recommended that the board ratify the Chancellor’s decision as approved by the Ad Hoc Committee to begin the fall semester in Stage One and proceed to Stage Two once approved by the State Governor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19).
- 5.6 Approval of Support for Assembly Bill (AB) 1759 – Institutions of Higher Education: Liability for Coronavirus Disease (COVID-19) Related Injuries Action
It is recommended that the board approve support for AB 1759.
- 5.7 Approval of Return to Work Plan for Instructional Space Guidelines Action
It is recommended that the board approve the Return to Work Plan for Instructional Space Guidelines as presented.
- 5.8 Board Member Comments Information

*Item is included on the Consent Calendar, Item 1.6

RECESS TO CLOSED SESSION

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

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

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

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

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

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

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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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6.0 HUMAN RESOURCES

- 6.1 Management/Academic Personnel Action
- Approval of Temporary/Interim Assignments
 - Approval of Extensions of Interim Assignment
 - Approval of Hiring of Temporary 1-Year Full-time Faculty Members
 - Approval of Final Salary Placements
 - Ratification of Resignations/Retirements
 - Approval of Leaves of Absence
 - Approval of Banking Leaves of Absence
 - Approval of Adjusted Banking Leaves of Absence
 - Approval of 2020-2021 FARSCCD Contract Stipends
 - Approval of 2019-2020 Contract Extension Days
 - Approval of 2019-2020 Additional Contract Extension Days
 - Approval of 2020-2021 Contract Extension Days
 - Approval of 2020-2021 Additional Contract Extension Days
 - Approval of Beyond Contract/Overload Stipends
 - Approval of Summer Stipends
 - Approval of Part-time/Hourly New Hires/Rehires
 - Approval of Non-paid Intern Services
- 6.2 Classified Personnel Action
- Approval of Professional Growth Increments
 - Approval of Out of Class Assignments
 - Approval of Return to Regular Assignments
 - Approval of Changes in Salary Placement
 - Approval of Leaves of Absence
 - Ratification of Resignations/Retirements
 - Approval of Short Term Assignments
 - Approval of Changes in Temporary Assignments
 - Approval of Additional Hours for Ongoing Assignments
 - Approval of Substitute Assignments
 - Approval of Miscellaneous Positions
 - Approval of Volunteers
 - Approval of Student Assistant Lists
- 6.3 Approval of Professional Services Agreement with Job Elephant Action
It is recommended that the board approve the professional services agreement with Job Elephant as presented.
- 6.4 Authorization for Board Travel/Conferences Action
It is recommended that the board authorize the submitted conference and travel by board members.

6.5 Adoption of Resolution No. 20-16 authorizing payment to Trustee Action
Absent from Board Meetings

The resolution requests authorization of payment to Lawrence “Larry” R. Labrado for his absence from the July 13, 2020, board meeting due to illness.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on September 14, 2020.

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

Board of Trustees
(Regular meeting)

Monday, July 13, 2020

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The Zoom meeting was called to order at 4:30 p.m. by Ms. Claudia Alvarez via video/teleconference. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Phillip Yarbrough, and Mr. Mariano Cuellar via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Mr. Larry Labrado was not in attendance due to illness.

Administrators present during the regular meeting via video/teleconference (Zoom) were Ms. Tracie Green, Mr. Peter Hardash, Dr. John Hernandez, Dr. Marilyn Flores, Mr. Marvin Martinez, and Mr. Enrique Perez. Ms. Anita Lucarelli was present via video/teleconference (Zoom) as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Mariano Cuellar, Student Trustee, Rancho Santiago Community College District.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to approve revised pages (4-5) on the agenda. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Mr. Hernandez and seconded by Mr. Yarbrough to approve the minutes of the regular meeting held June 15, 2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

1.6 Approval of Consent Calendar

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

- 3.1 Approval of Training Agreement Renewal between Rancho Santiago Community College District and Central Net Operations Authority
The board approved the training agreement renewal between RSCCD and Central Net Operations Authority located in Huntington Beach, California, as presented.
- 3.2 Approval of Quick Caption Service Agreement Renewal between Rancho Santiago Community College District and Quick Caption
The board approved the service agreement renewal between RSCCD and Quick Caption located in Riverside, California, as presented.
- 3.3 Approval of Rancho Santiago Community College District Professional Services Agreement with PGINET Consulting
The board approved the new RSCCD professional services agreement with PGINET Consulting located in Fullerton, California, as presented.
- 3.4 Approval of Rancho Santiago Community College District Professional Services Agreement with Interact Communications
The board approved the RSCCD professional services agreement with Interact Communications, located in Oceanside, California, as presented.
- 3.5 Approval of Rancho Santiago Community College District Professional Services Agreement with Twenty Fifth Hour Communications
The board approved the RSCCD professional services agreement with Twenty Fifth Hour Communications located in Paso Robles, California, as presented.
- 3.6 Approval of First Amendment to Affiliation Agreement with AHMC Anaheim Regional Medical Center LP, doing business as AHMC Anaheim Regional Medical Center
The board approved the first amendment to the affiliation agreement with AHMC Anaheim Regional Medical Center LP, doing business as AHMC Anaheim Regional Medical Center located in Anaheim, California, as presented.
- 3.7 Approval of Proposed Revisions for 2020-2021 Santa Ana College (SAC) Catalog Addendum
The board approved the proposed revisions for the 2020-2021 Santa Ana College catalog addendum, as presented.

1.6 Approval of Consent Calendar (cont.)

- 3.8 Approval of Santa Ana College Community Services Program for Fall 2020
The board approved the SAC Community Services Program for Fall 2020 as presented.
- 3.9 Approval of Santiago Canyon College (SCC) Community Services Program for Fall 2020
The board approved the SCC Community Services Program for Fall 2020 as presented.
- 3.10 Approval of Five Year Clinical Affiliation Agreement with New Orange Hills
The board approved the five year clinical affiliation agreement with New Orange Hills for the period of July 14, 2020, through June 30, 2025, as presented.
- 3.11 Approval of Two-Year Memorandum of Understanding (MOU) with Orange County Probation Department to Provide Vocational and Educational Programs for Youth
The board approved a two-year MOU with the Orange County Probation Department to provide vocational and educational programs as presented.
- 4.1 Approval of Payment of Bills
The board approved payment of bills as submitted.
- 4.2 Approval of Budget Increases/Decreases and Budget Transfers, and Intrafund and Interfund Transfers
The board approved budget increases, decreases and transfers, and intrafund and interfund transfers from June 3, 2020, to June 26, 2020.
- 4.4 Approval of Professional Services Agreement with Cambridge West Partnership, LLC (Student Centered Funding Formula [SCFF] & Budget)
The board approved the professional services agreement with Cambridge West Partnership, LLC for assistance with the SCFF and budget allocation model as presented.
- 4.5 Approval of Professional Services Agreement with Fieldman, Rolapp & Associates, Inc. for Transactional Municipal Advisory Services
The board approved the professional services agreement with Fieldman, Rolapp & Associates, Inc. for transactional municipal advisory services as presented.
- 4.6 Approval of Agreement with BankMobile Technologies, Inc.
The board approved the agreement with BankMobile Technologies, Inc. as presented.

1.6 Approval of Consent Calendar (cont.)

4.7 Approval of Amendment to Agreement with Morrissey Associates, Inc. for Professional Design Services for Americans with Disabilities Act (ADA) Upgrades to District Office

The board approved the amendment to the agreement with Morrissey Associates, Inc. for professional design services for ADA upgrades to the District Office as presented.

4.8 Approval of Three-Year Agreement with Ellucian, Inc. for Professional Services

The board approved the three-year agreement with Ellucian, Inc. for professional services as presented.

4.9 Approval of Agreement with VPLS, Inc. for Professional Services

The board approved the agreement with VPLS, Inc. for professional services as presented.

4.10 Approval of Professional Services Agreement with Cambridge West Partnership, LLC (Purchasing Services)

The board approved the professional services agreement with Cambridge West Partnership, LLC (CWP) to assist the Purchasing Services department as presented.

4.12 Approval of Purchase Orders

The board approved the purchase order listing for the period May 24, 2020, through June 20, 2020.

5.1 Approval of Resource Development Items

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

- California Adult Education Program (SAC & SCC) \$2,841,435
- Saint Joseph Hospital On-Site Associate Degree Nursing Program (SAC) \$ 145,255

5.2 Approval of Sub-Agreement between RSCCD and Coronado Unified School District Selected to Host Strong Workforce Program K12 Pathway Coordinator

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.

1.6 Approval of Consent Calendar (cont.)

5.3 Approval of Correction to Sub-Agreement between RSCCD and Foundation for Grossmont and Cuyamaca Colleges to Award Strong Workforce Program K14 Technical Assistance Provider Grant

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

5.4 Adoption of Resolution N. 20-11 for California Department of Education for California State Preschool Program (Contract #CSPP-0363)

The board adopted the resolution with the California Department of Education and authorized the Chancellor or his designees to sign and enter into a related contractual agreement on behalf of the district.

5.5 Adoption of Resolution N. 20-12 for California Department of Education for General Child Care and Development Program (Contract #CCTR-0164)

The board adopted the resolution with the California Department of Education and authorized the Chancellor or his designees to sign and enter into a related contractual agreement on behalf of the district.

5.6 Approval of Sub-Agreement between RSCCD and El Camino Community College District to Provide Training Funded by California Employment Training Panel (ETP)

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.

5.7 Approval of Amendment to Agreement with Salytics

The board approved the amendment to the 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.

5.8 Approval of Professional Services Agreement with Telos Educational Services

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

5.9 Approval of Auxiliary Organizations in Good Standing – Administrative Regulation/Board Policy 3600

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

1.7 Presentation on Conflict of Interest (Board Policy [BP] 2710) and Gift Ban Policy (BP 3821)

Mr. Ruben Smith, AlvaradoSmith, provided a presentation to the board on the Conflict of Interest (BP 2710) and Gift Ban Policy (BP 3821). Board members received clarification on data related to the presentation from Mr. Smith.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. Marilyn Flores, Interim President, Santa Ana College
Dr. John Hernandez, President, Santiago Canyon 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 and at the May 11, 2020, board meeting Ms. Alvarez asked that the written reports provided by the college presidents be attached to the minutes.

2.3 Report from Student Trustee

Mr. Cuellar provided a report to the board.

2.4 Reports from Student Presidents

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

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

2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 Report from Board President

Ms. Alvarez provided a report to the board which included a report on the July 9, 2020, Ad Hoc Board Committee for Discussion and Timing of Reentry Plans According to the Governor's Guidelines.

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

Ms. Alvarez provided a report on the July 9, 2020, Ad Hoc Board Committee for Discussion and Timing of Reentry Plans According to the Governor's Guidelines meeting during Item 2.7 (Report from Board President).

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

In the absence of a board member on this committee, Mr. Martinez provided a report on the July 9, 2020, Orange County Community Colleges Legislative Task Force meeting.

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.4 through 4.10, and 4.12 were approved as part of Item 1.6 (Consent Calendar).

4.3 Adoption of Resolution No. 20-13 Authorizing the Issuance of RSCCD General Obligation Refunding Bonds 2020 Series A-1, Adoption of Resolution No. 20-14 Authorizing the Issuance of SFID No. 1 of RSCCD General Obligation Refunding Bonds 2020 Series A-2 and Approval of Investment Banking Agreements; Preliminary Official Statements; Purchase Contracts and Escrow Agreements

It was moved by Mr. Hanna and seconded by Mr. Yarbrough to adopt **Resolution No. 20-13** authorizing the issuance of the RSCCD (Orange County, California) General Obligation Refunding Bonds 2020 Series A-1 (Federally taxable), not to exceed \$95 million and approve the Investment Banking Agreements; Preliminary Official Statements; Purchase Contracts and Escrow Agreements. It is further recommended that the Board authorize the Vice Chancellor Business Operations/Fiscal Services to sign all required documents on behalf of the District as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

4.3 Adoption of Resolution No. 20-13 Authorizing the Issuance of RSCCD General Obligation Refunding Bonds 2020 Series A-1, Adoption of Resolution No. 20-14 Authorizing the Issuance of SFID No. 1 of RSCCD General Obligation Refunding Bonds 2020 Series A-2 and Approval of Investment Banking Agreements; Preliminary Official Statements; Purchase Contracts and Escrow Agreements (cont.)

It was moved by Mr. Hernandez and seconded by Mr. Hanna to adopt **Resolution No. 20-14** authorizing the issuance of the SAC Improvement District No. 1 of RSCCD (Orange County, California) General Obligation Refunding Bonds 2020 Series A-2 (Federally taxable), not to exceed \$60 million and approve the Investment Banking Agreements; Preliminary Official Statements; Purchase Contracts and Escrow Agreements. It is further recommended that the Board authorize the Vice Chancellor Business Operations/Fiscal Services to sign all required documents on behalf of the District as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.11 Adoption of Resolution No. 20-09 to Approve Contracts for Procurement of Microscopes, Specialized Engineering Equipment and Related Equipment and Services

It was moved by Mr. Hanna and seconded by Mr. Hernandez to adopt Resolution No. 20-09 to approve contracts for procurement of microscopes, specialized engineering equipment and related equipment and services without competitive bidding as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

5.0 GENERAL

Items 5.1 through 5.9 were approved as part of Item 1.6 (Consent Calendar).

5.10 Approval of Return to Work Action Plan

Ms. Alvarez explained that the Ad Hoc Board Committee for Discussion and Timing of Reentry Plans According to the Governor's Guidelines met on July 9, 2020, and a report was provided during Item 2.7 (Report from Board President) on revisions made by committee members to the Return to Work Action Plan that was included in the docket item. The Return to Work Action Plan with these revisions is being considered by the board for approval.

Mr. Hanna explained that Assembly Bill (AB) 1759 (Institutions of higher education: liability for COVID-19 [Coronavirus Disease-2019] related injuries) would provide immunity for any COVID-19 litigation. Discussion ensued whether it would be possible to include support for AB 1759 in the approval of the plan since the board is in support of AB 1759. It was decided that the chancellor is authorized to send a

5.10 Approval of Return to Work Action Plan (cont.)

letter to state legislators in support of AB 1759 under the authority of Resolution No. 20-03 (Resolution declaring an emergency and authorizing necessary actions regarding Novel Coronavirus [COVID-19]).

Mr. Hanna indicated at the July 9, 2020, Ad Hoc Committee meeting he had asked that health centers be available and outdoor classrooms be considered for utilization ~~utilized~~ during reentry.

It was moved by Ms. Barrios and seconded by Mr. Yarbrough to approve the revised Return to Work Action Plan as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

5.11 Board Member Comments

Board members welcomed Dr. Flores and Mr. Rutan as this was their first board meeting in their official capacities, and conveyed best wishes to Dr. Hernandez as this was his last RSCCD board meeting before his resignation.

Mr. Cuellar reported that Ms. Harley Villanueva, SAC Senator of Mathematics, recently died and asked that the board meeting be closed in her memory.

Mr. Hernandez reported that he participated in the SAC food distribution on July 8, 2020.

Mr. Yarbrough expressed his frustration over protestors recently damaging district property.

Ms. Alvarez thanked everyone for their patience and flexibility as the board conducts its meetings via Zoom during the pandemic. She commended staff for the work they have done in making the district/campuses safe for the return of students and staff. Ms. Alvarez said there have been positive outcomes during the pandemic such as food distribution centers at Santa Ana College and the availability of saving the taxpayers over \$20 million on Item 4.3 (Resolution Nos. 20-13 and 20-14).

RECESS TO CLOSED SESSION

The board convened into closed session at 7:01 p.m. to consider the following items:

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

2. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Marvin Martinez, Chancellor
 - a. Supplemental Retirement Program, all employees represented and unrepresented

Mr. Cuellar left the meeting at this time.

RECONVENE

The board reconvened at 8:30 p.m.

Closed Session Report

Ms. Barrios reported the board discussed public employment, public employee discipline/dismissal/release, and labor negotiations; and took action to uphold the recommendation to terminate a classified part time employee during closed session.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez 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, and Mr. Yarbrough. (NOTE: This item was also considered after Item 6.6.)

- Approve New Job Descriptions
- Approve Appointment of Interim President of Santiago Canyon College
- Approve Interim Assignments
- Approve Administrators on Special Assignment/Pilot Program
- Ratify Resignations/Retirements
- Approve 2020-2021 Faculty Association of RSCCD (FARSCCD) 175 Day/10 Month Contract Step Increases
- Approve 2020-2021 FARSCCD Contract Athletic Coach Stipends
- Approve 2020-2021 FARSCCD Contract Coordinator Stipends
- Approve 2020-2021 FARSCCD Contract Extension Days
- Approve 2019-2020 Contract Extensions
- Approve 2020-2021 California School Employees Association (CSEA) 888 Contract Teacher Stipends
- Approve Changes of Classification/CSEA 888

6.1 Management/Academic Personnel (cont.)

- Approve 2020-2021 Banked Leaves of Absence
- Approve Part-time/Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record

6.2 Classified Personnel

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez 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, and Mr. Yarbrough.

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

6.3 Approval of Professional Services Agreement with Solomon Law APC for Investigative Services

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the professional services agreement with Solomon Law APC for investigative services as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough. (NOTE: This item was also considered after Item 6.6.)

6.4 Adoption of Resolution No. 20-15 for Adoption of Public Agency Retirement Services (PARS) Retirement Plan

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to adopt Resolution No. 20-15. Discussion ensued about the offer of 75% final pay and lowering the years of service needed for health benefits to 14 years as a 2020-2021 supplementary retirement plan offer as detailed in the Supplement Plan Language which was attached to the resolution. Ms. Alvarez asked that the offer detailed in the

6.4 Adoption of Resolution No. 20-15 for Adoption of Public Agency Retirement Services (PARS) Retirement Plan (cont.)

Supplemental Plan Language be revised from 75% of final pay to 80% of final pay as a 2020-2021 supplementary retirement plan offer with the opportunity to withdraw the offer if the numbers did not prove to be of benefit to the district. The motion to approve Resolution No. 20-15 with a revision to the Supplemental Plan Language to 80% of final pay and lowering the years of service needed for health benefits to 14 years as a 2020-2021 supplementary retirement plan offer carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, and Mr. Yarbrough; and a nay vote from Mr. Hanna.

6.5 Approval of Agreement for Administrative Services with Phase II Systems Corporation dba Public Agency Retirement Services

It was moved by Mr. Hernandez and seconded by Mr. Yarbrough to approve the administrative services agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into the agreement on behalf of the district. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, and Mr. Yarbrough; and a nay vote from Mr. Hanna.

6.6 Authorization for Board Travel/Conferences

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

Although Items 6.1 and 6.3 were previously approved, Ms. Alvarez considered a motion to reconsider Items 6.1 and 6.3 since Mr. Hernandez indicated that he had questions regarding both items. Therefore, it was moved by Mr. Hanna and seconded by Mr. Hernandez to reconsider Items 6.1 and 6.3 at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough.

6.1 Management/Academic Personnel

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

- Approve New Job Descriptions
- Approve Appointment of Interim President of Santiago Canyon College
- Approve Interim Assignments
- Approve Administrators on Special Assignment/Pilot Program
- Ratify Resignations/Retirements

6.1 Management/Academic Personnel (cont.)

- Approve 2020-2021 Faculty Association of RSCCD (FARSCCD) 175 Day/10 Month Contract Step Increases
- Approve 2020-2021 FARSCCD Contract Athletic Coach Stipends
- Approve 2020-2021 FARSCCD Contract Coordinator Stipends
- Approve 2020-2021 FARSCCD Contract Extension Days
- Approve 2019-2020 Contract Extensions
- Approve 2020-2021 California School Employees Association (CSEA) 888 Contract Teacher Stipends
- Approve Changes of Classification/CSEA 888
- Approve 2020-2021 Banked Leaves of Absence
- Approve Part-time/Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record

6.3 Approval of Professional Services Agreement with Solomon Law APC for Investigative Services

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to approve the professional services agreement with Solomon Law APC for investigative services as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on August 10, 2020.

There being no further business, Ms. Alvarez declared the meeting adjourned at 8:49 p.m. in memory of Ms. Harley Villanueva, SAC Senator of Mathematics, who recently died.

Respectfully submitted,

Marvin Martinez, Chancellor

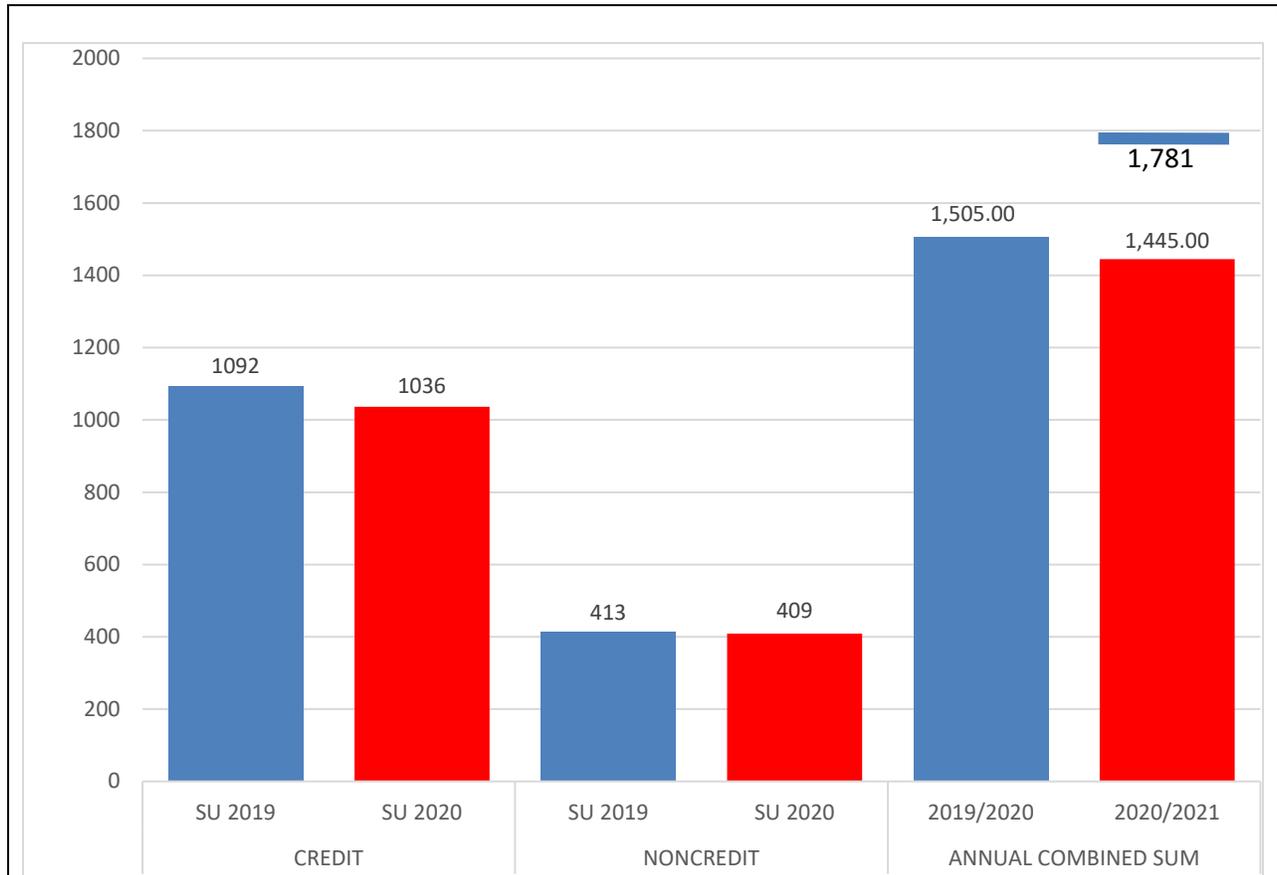
Approved: _____
Clerk of the Board

Minutes approved: August 10, 2020



SAC 2020/2021 Summer Enrollment Report

*Date: 7/8/2020



FTES Target

Terms	2020/2021	DIFF	PCT
Credit SU Target	1261.00		
Credit SU Projection	1261.00	0.00	0%
Noncredit SU Target***	520.00		
Noncredit SU Projection	552.00	32.00	6%
Annual Target	18114.00		
Annual Projection	18114.00	0.00	0%

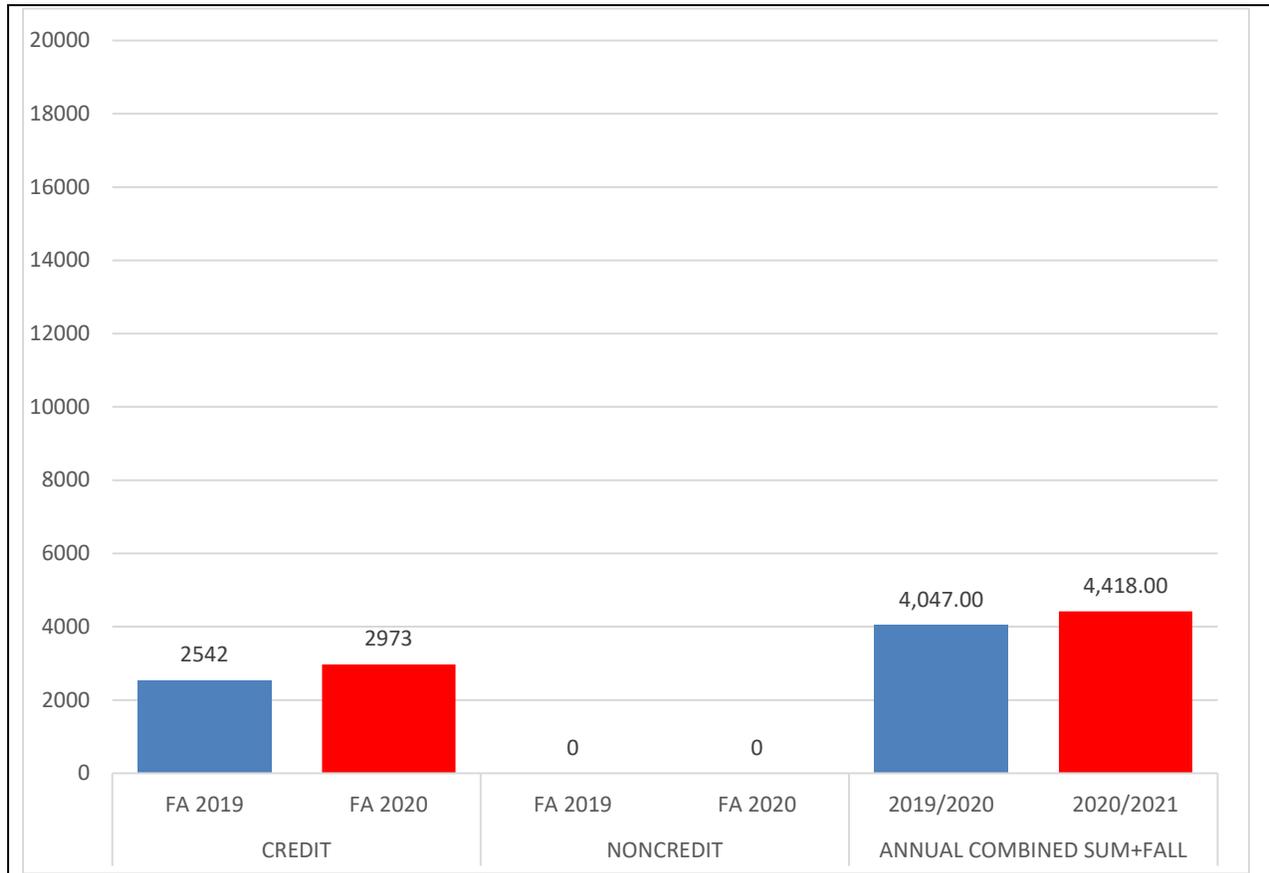
NOTES:

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



SAC 2020/2021 Fall Enrollment Report

Date: 7/8/2020



FTES Target

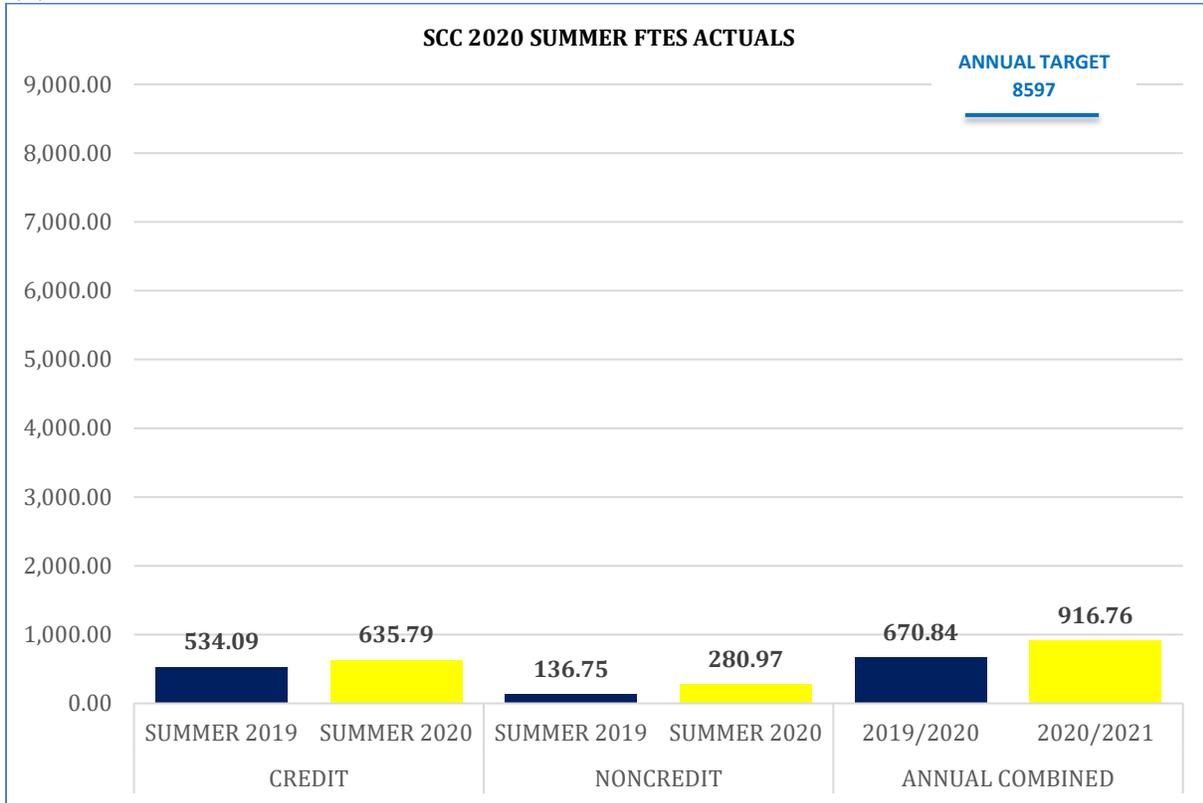
Terms	2020/2021	DIFF	PCT
Credit FA Target	6562.00		
Credit FA Projection	6562.00	0.00	0%
Noncredit FA Target	1293.00		
Noncredit FA Projection	1293.00	0.00	0%
Annual Target	18114.00		
Annual Projection	18114.00	0.00	0%

NOTES:

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



SCC 2020/2021 ENROLLMENT REPORT
7/8/2020



FTES TARGETS

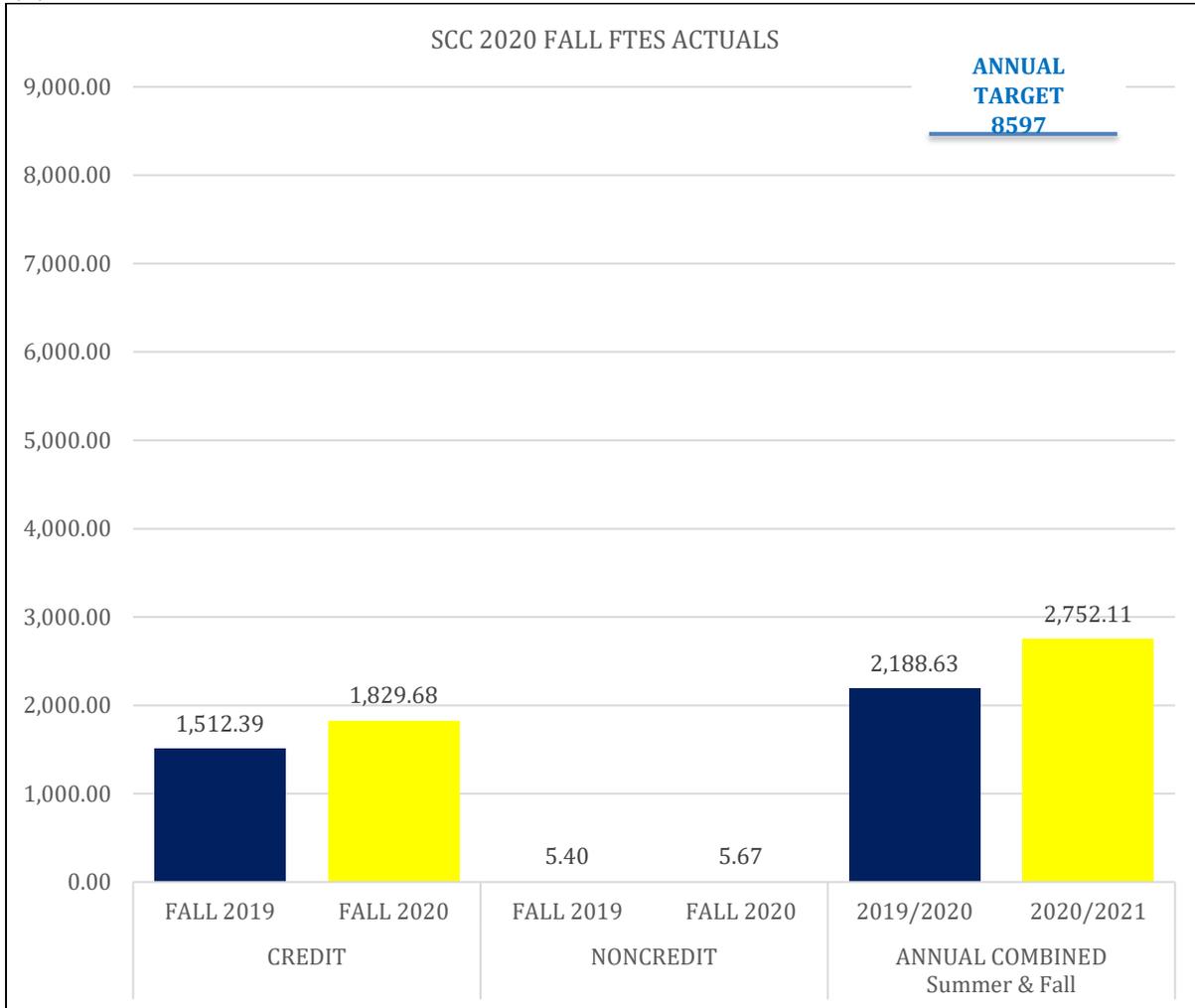
SUMMER TERM	2020/2021	DIFF	PCT
CREDIT TARGET	617		
CREDIT PROJECTION	617	0	0.0%
NONCREDIT TARGET	278		
NONCREDIT PROJECTION	278	0	0.0%
ANNUAL TARGET	8597		
ANNUAL PROJECTION	8597	0	0.0%

NOTES:

Data from Executive Dashboard Report



SCC 2020/2021 ENROLLMENT REPORT
7/8/2020



FTES TARGETS

TERMS	2020/2021	DIFF	PCT
Credit Fall Target	3071		
Credit Fall Projection	3071	0	0%
NonCredit Fall Target	688		
NonCredit Fall Projection	688	0	0%
Annual Target	8597		
Annual Projection	8597	0	0%

NOTES:

Data from Executive Dashboard Report

Dr. Marilyn Flores - President's Oral Report to the Board
July 13, 2020

ENROLLMENT

Credit

- As of July 8, 2020 SAC Credit has earned 1,036 FTES for the summer 2020 term which is a decline of 56 FTES compared to 1,092 FTES that was earned at a comparable time last summer. The summer target for SAC is 1,261. SAC is still projecting that it will meet the target. However, this could be impacted by the amount of positive attendance earned by the academies, which will be reported at the end of the term.

Noncredit

- As of July 8, 2020 SAC-SCE has earned 409 FTES for the summer 2020 term, which is a decline of 4 FTES compared to 413 FTES that was earned at a comparable time last summer. The summer target for SAC-SCE is 520 FTES, which represents 80% of last year's summer actuals. As of this report, SAC-SCE is tracking at 99% compared to last summer. SAC-SCE has exceeded its goal of new student applications for the summer with over 7,000 applications processed through the redesigned application and registration process, which was developed to support the SAC-SCE summer marketing campaign.

Fall Update

- Based on the return to work plan, all offices are evaluating and preparing for staggered schedules for those areas deemed necessary for physical presence at the college. Convocation will be held on Tuesday, August 18th from 8:30am to 11:30am. An invitation will be sent out to the Board of Trustees and the Chancellor. We will be reviewing Chancellor Oakley's Call to Action and developing a follow up plan. In addition, Dr. Kevin Kumashiro will be addressing the topic of Digital Literacy and Equity. Dr. Kumashiro is an internationally recognized expert on educational policy, school reform, teacher preparation, and educational equity and social justice.

Academic Affairs

- The Santa Ana College Athletics program is preparing for the implementation of the Contingency Plan approved by the CCCAA on July 9th that shifts all sports, including football, to the spring season. CCCAA will still meet on July 17th to address any issues related to this decision. They have stated that the return to athletics in January will occur only if it is safe to do so. In the meantime, the athletic coaches will continue to recruit in preparation for the return of athletics.

Administrative Services

- **No report.**

School of Continuing Education

- The United States Citizenship and Immigration Services (USCIS) and Congressman Lou Correa's office will hold a Drive Through Citizenship Ceremony at Santa Ana College on Wednesday, July 29, from 7:20 a.m. to 3:00 p.m. After reviewing the particulars, including social distancing regulations, the event is set to be held in Santa Ana College Parking Lot #7. USCIS Officers will provide the Oath and present the Naturalization Certificates. The goal is to serve 2,400 community members throughout Orange County by the end of July. RSCCD and SAC leaders are welcome to stop by and join in celebrating our new U.S. Citizens! An email invitation will be coming out soon.

Student Services

- **Don's Corner Food Distribution Drive-Thru**

In partnership with the Power of One Foundation, Santa Ana College held the Don's Corner Drive-Thru Food Distribution. Four hundred and eighty four (484) students received fresh produce, milk, vegetables and non-perishable items such as rice, beans and canned goods. We had about 30 volunteers that included faculty, classified staff and administrators. In addition, Trustee Zeke Hernandez joined us and helped load up. The college will continue efforts to address food insecurity on campus. The next Food Distribution Drive-Thru will take place on Wednesday, June 22nd from 9am to noon.

- **CARES – Student Funds**

We have awarded 2,696 credit students with CARES emergency funds, totaling \$1,877,148. The awarded ranges from \$200 to \$1,500 depending on the student's expressed needs. The average award is \$700.

In light of the new eligibility requirements, the application process and marketing efforts were modified in order to assist a much wider group of students. We have received over 200 applications from noncredit students who are now eligible to receive emergency assistance in order to remain enrolled in school. Although SAC was granted \$2.7 million in CARES funds to be distributed by Spring '21, we anticipate awarding \$2 million in CARES emergency funds to approximately 3,000 students by the end of the summer term.

- **International Students**

As you are aware, the Student and Exchange Visitor Program (SEVP) announced modifications to temporary exemptions for nonimmigrant students taking 100% online classes due to the pandemic for the fall 2020 semester. These modifications prohibit our international students from taking solely online courses. The Office of the International Student Program immediately sent a letter of support and assurance of commitment to all students. In addition, a follow up letter from Counseling was sent to students to set up appointments and the ISP website was updated to include the notice of change in policy and the admissions webpage now has a list of in-person and hybrid courses that will be offered in the fall semester. Both colleges are working together to identify high demand courses for our international students to attempt to add late start courses.

**Santiago Canyon College President's Report to the RSCCD Board of Trustees
July 13, 2020**

Summer Enrollment:

Credit: As of July 8th we are at **635.79 FTES** which is a growth of 101.7 FTES over the total achieved for the Summer 2019 session. If this enrollment holds, we will exceed our summer target of 617 FTES.

Noncredit: we are beginning the 8th week of a 10 week summer session. We have already posted **281 FTES**, which is three (3) FTES above our target of 278 FTES and 144 FTES above the same time-period last year. The increase in FTES is primarily due to offering more full Distance Education Classes that require certified instructors. To put it in perspective, last summer we generated 10.2 FTES in full DE classes compared to the 157.8 FTES that we have posted this summer. This represents an increase of 147.8 FTES in full DE classes.

Fall 2020 Enrollment:

Credit: We are continuing to track the fall enrollment. As of July 8th we are at **1,829.68 FTES**. This year as you will recall, both colleges moved up their registration dates for continuing students in order to be competitive with surrounding colleges. We are ahead of where we were at this point last year by 317.29 FTES.

Noncredit: our FTES is slightly above the same time-period last fall but it is too early to have any meaningful significance.

COLLEGE UPDATES

CARES ACT Student Emergency Grants

To date **1685** students have been disbursed CARES ACT funds totaling **\$811,800**. Additionally we have received 463 applications which are reviewed individually to ensure Title IV program eligibility requirements. To date, 340 of these applications have been approved and disbursed.

Emergency Grants for Undocumented Students

SCC has set aside state funds from AB19 and AB2 College Promise program to provide emergency grants to undocumented students. College Promise grants require students to be enrolled in a minimum of 12 units. For DREAMER and/or AB540 students enrolled in less than 12 units, the college has earmarked \$50,000 from other state categorical funds to provide emergency funds. To date, we have awarded 28 DREAMER and/or AB540 students with emergency grants totaling \$21,000 (the average award amount is \$700.00).

The Division of Continuing Education creates an OEC CARES HOTLINE as a campaign to communicate with students regarding available assistance including textbooks, software, communications hardware (iPads, laptops, etc.), WiFi hot-spots, food, transportation or housing. All current OEC students and potential new students are eligible, regardless of legal status. The Hotline Number is 714-628-5922

A Joint-College Athletic Reentry Plan was presented to Chancellor's Cabinet as an initial proposal to explore a return to Intercollegiate Athletic Classes and competition for both Santa Ana and Santiago Canyon Colleges. The plan was informed by several external sources including:

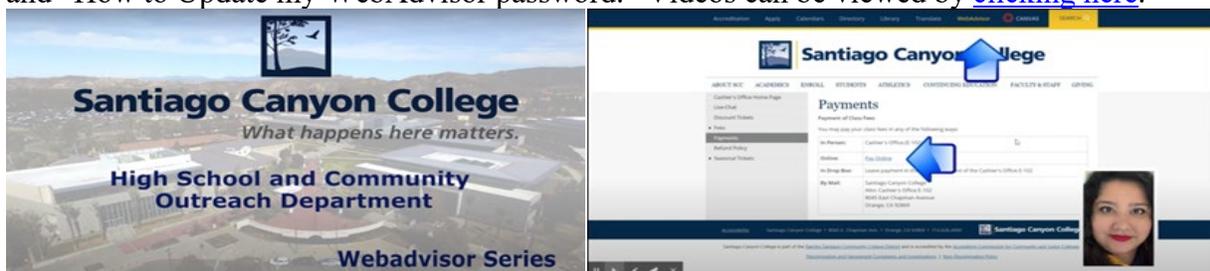
- The California Community College Athletic Association (CCCAA) plan for return to sports with proposed sports practice seasons, seasons of sport, and abbreviated championships.
- The California Community College Athletic Trainer's Association (CCCATA) general plan which demonstrates the plan for Athletic Trainers to oversee a socially-distanced and monitored return to athletics in the fall.

We anticipate guidance from the CCCAA meeting on July 17, 2020 to determine the direction for some form of athletic competition between the respective colleges, offer abbreviated championships, or perhaps delay this and move the seasons to the spring.

The FIRST YEAR SUPPORT CENTER hosted two virtual presentation: Processing the DACA decision in response to the SCOTUS decision on Deferred Action for Childhood Arrivals (DACA) program. The space was created to ensure students had an opportunity to decompress and build community with each other. Students also had the opportunity to engage in conversation on what the future will look like for new, renewal, and current DACA recipients. Thirty-four undocumented, DACAmented and allies participated in both session to share solidarity and community.



HIGH SCHOOL & COMMUNITY OUTREACH staff have created step-by-step YouTube videos to help students navigate the multiple systems that we use. Our current video library includes: “How to apply to SCC”, “Pay on my Account”, “How to Navigate your Financial Aid” and “How to Update my WebAdvisor password.” Videos can be viewed by [clicking here](#).



On June 24 the **OFFICE OF COLLEGE ADVANCEMENT / FOUNDATION** co-sponsored a one-hour financial webinar entitled “*Tax Smarts for the Charitably Inclined*” with SCC alumnus and AdvicePeriod financial advisor Jesse Porter. The session was targeted to community members who were looking for ways to combine tax savings and charitable giving. During the session, Development Coordinator Karen Bustamante discussed various ways to donate to

Santiago Canyon College through the SCC Foundation. College Advancement is planning future sessions to be held at different times of the day and customized to different age groups, including students. The goal of these sessions is to expand the number of new donors interested in leaving a legacy gift to the college.

UPWARD BOUND MATH & SCIENCE (UBMS) successfully completed the first two weeks of its summer program. UBMS students had an opportunity to participate in a variety of workshops, including College Writing, Community Service and Social Media Development. During this time, students were able to share their ideas and learn new concepts to best prepare them for this year's summer project and the enrolled summer Biotech 109 Lecture and Lab course. Every day of the summer program, participants attended 100% of the workshops in addition to their classes.



Participants in Professor Victor Pham's Biotech Class attending lecture.

Today's docket includes approval for the **Community Services Fall 2020 Program**. SCC will be offering a robust schedule of classes and workshops offered through online instruction only in one of two modalities:

- 1- **Online Live:** classes scheduled at specific times, with instructors providing lessons live. Students log on and participate at the scheduled class hours only.
- 2- **Self-Paced:** designed for students to complete at a time that is most convenient for them. Lessons are pre-recorded and students communicate with instructors via email).

Currently, Travel Tours or Day Excursions have been postponed. However, we did include Tours in our Docket for approval with the understanding that they will only operate once restrictions have been lifted and if deemed safe. We plan to distribute over 120,000 copies of our Fall 2020 Brochure to our community.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Office of the President**

To: Board of Trustees	Date: August 10, 2020
Re: Approval of Subscription Agreement Renewal with Regroup Mass Notification Solution	
Action: Request for Approval	

BACKGROUND

Providing effective communication to students is critical to students successfully navigating the community college system. Currently, the primary methods of communication used by the college rely on students to take action to access information, whether by checking a personal email address or by logging into the college website. For many students, this results in critical, time-sensitive information being received too late or not at all. Alternatively, research has shown that texting is a very effective communication tool. Text read rates have shown to be as high as 97% in some cases. Texting has been shown to increase student engagement, retention and success ([Click here](#)).

ANALYSIS

Regroup provides a platform for mass notifications via multiple modes, with texting being the primary channel. Departments have the ability to send texts to pre-determined groups of students in their preferred language utilizing an auto-translation feature. The solution allows students to manage their subscriptions with each department and to also identify their preferred language. Departments are required to create effective communication plans that are integrated throughout the student's academic experience, from orientation, to timely deadlines, semester resources and messages that engage students and build community.

Santa Ana College would like to renew a two-year subscription agreement with Regroup for use of their Mass Notification software solution with a total cost of \$55,529 paid up front. This project will be funded by the Santa Ana College Guided Pathways grant.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Subscription Agreement Renewal with Regroup Mass Notification Solution, located in San Francisco, California, as presented.

Fiscal Impact: \$55,529	Board Date: August 10, 2020
Prepared by: Vaniethia Hubbard, Ed.D., Vice President, Student Services John Steffens, Director, Student Information Support	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

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

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of Dual Enrollment Agreement Renewal between Samueli Academy and the Rancho Santiago Community College District	
Action:	Request for Approval	

BACKGROUND

Dual enrollment programs allow high school students to earn college credit while they are still in high school. There are a number of benefits to participating in a dual enrollment program. These programs introduce students to the rigors of college coursework early, reduce their time in college and recent studies have shown that students who participate in dual enrollment programs are more likely to earn a college degree. Santa Ana College (“SAC”) would like to grow their Dual Enrollment Program and increase the number of Santa Ana schools that participate. This Dual Enrollment Agreement Renewal between Samueli Academy and the Rancho Santiago Community College District (“Agreement Renewal”) allows us to offer college courses to the students at Samueli Academy (“Samueli”) in Santa Ana. SAC staff and the Administration at Samueli have identified an IGETC Degree and Digital Media Certificate pathway, which will allow the students to graduate from high school with several college courses already completed. This will significantly reduce their time in college.

ANALYSIS

SAC will continue to work with the faculty and administration at Samueli to develop a comprehensive dual enrollment program. SAC will offer transferable general education courses during the Fall and Spring. In addition, the following courses have been identified, Art 100, Art 110, Art 195, Art 162, and Art 121A, if completed successfully, students will be completing a SAC certificate by the time they graduate from high school. This Agreement Renewal carries no costs or other financial arrangements and is for a three (3) year term, unless sooner terminated by either party as allowed.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Dual Enrollment Agreement Renewal between Samueli Academy and the Rancho Santiago Community College District, as presented.

Fiscal Impact:	None	Board Date: August 10, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Fernando Ortiz, Ph.D., Dean, Academic Affairs	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**DUAL ENROLLMENT AGREEMENT
BETWEEN
SAMUELI ACADEMY AND THE RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT**

This agreement (hereinafter "Agreement") is entered into on the 11th day of August 2020 by and between Samueli Academy (hereinafter "SAMUELI") and the Rancho Santiago Community College District (hereinafter "RSCCD"), on behalf of Santa Ana College (hereinafter "SAC") for the establishment of a dual enrollment program and use of Samueli facilities.

RECITALS

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

WHEREAS, SAMUELI continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and

WHEREAS, SAMUELI desires to offer students the opportunity for dual enrollment in such courses; and

WHEREAS, SAMUELI desires contracting with SAC to offer educational courses for college credit; and

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

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

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

1. Use of Facilities. RSCCD/SAC shall have use of appropriate classroom facilities located at the SAMUELI campus beginning on August 21, 2020, to be used for the purpose of offering dual enrollment credit courses for SAMUELI students through concurrent enrollment in credit RSCCD/SAC courses.
 - a. A reduction or increase in the number of rooms, dates or times, beyond those outlined in Section 1 shall be scheduled according to Section 2.

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

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

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

6. Admissions, Tuition, Textbooks, and Fees

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

- h. Recruitment into the dual enrollment program will be the responsibility of both SAMUELI and RSCCD/SAC.
- 7. All textbooks for dual enrollment classes must be approved by the appropriate college department and faculty.
- 8. Courses to be Offered: All courses taught as part of this agreement will be selected from only the courses that are officially listed in the SAC Catalog for the year in which the course is taught at the participating SAMUELI high school. These courses will all be listed in the SAC Catalog and available for on-line review at sac.edu/Catalog and Schedule/Documents.
- 9. Minimum Qualifications, Employment Application, Faculty Mentoring, Teaching Load, and Faculty Replacement
 - a. SAMUELI faculty teaching dual enrollment college level, occupational, or developmental courses must meet the minimum qualifications as defined by RSCCD/SAC based on the current Minimum Qualifications for Faculty and Administrators in California Community Colleges. Each faculty member teaching dual enrollment courses shall be confirmed for their teaching assignment via a process involving appropriate academic personnel at RSCCD/SAC.
 - b. The appropriate RSCCD/SAC administrator will grant final approval to SAMUELI teachers eligible to teach dual enrollment courses. RSCCD/SAC will orient the approved faculty member.
 - c. Teaching load for any participating SAMUELI faculty will be limited to a total of no more than 66.67% (10 LHE) per term for ALL SAC course assignments, whether within the SAMUELI school day or outside of it.

10. Faculty Evaluation and Responsibilities

- a. All dual enrollment courses will be taught according to an RSCCD/SAC approved course outline; demonstrating the pace, rigor, and quality of a college-level course.
- b. SAMUELI faculty teaching a dual enrollment course will follow the RSCCD/SAC course outline of record for the course and participate in any required student learning outcomes (SLO) assessment mechanisms. RSCCD/SAC and SAMUELI will coordinate these assessments.
- c. All SAMUELI dual enrollment faculty will be evaluated per RSCCD/SAC guidelines, policies, and procedures applicable to associate faculty (temporary faculty) for the dual enrollment course they are teaching.
- d. SAMUELI instructors for dual enrollment courses will take attendance and notify the designated high school administrator/counselor of any attendance problems.
- e. Faculty teaching dual enrollment courses will coordinate with SAMUELI &

RSCCD/SAC administrators prior to dropping a student from their course.

f. High school teachers who teach dual enrollment courses as part of the school/district contracted teaching assignment shall not receive any additional (extra duty) compensation by the district or the college.

g. Instructors teaching dual enrollment college courses must submit grades to both SAMUELI and RSCCD/SAC.

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

a. General Liability. \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy will be endorsed to include SAMUELI as an additional insured.

b. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.

c. Workers' Compensation. As required by the Labor Code of the state of California, and Employers' Liability Insurance, with limits as required by the Labor Code of the state of California and Employers' Liability limits or \$1,000,000 per accident.

d. Other Provisions. RSCCD/SAC will provide SAMUELI with certificates of insurance and required executed endorsements, evidencing compliance with this section. Each insurance policy required by the agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to SAMUELI.

12. No Personal Liability. It is expressly understood and agreed that no personal liability whatsoever attaches to any members of the Board of SAMUELI or of RSCCD/SAC, nor any of the officers or employees thereof by virtue of this Agreement.

13. Assignment. This Agreement shall inure to the benefit of and shall be binding upon the assigns or successors in interest of each of the parties hereto; neither party shall assign nor transfer any of its rights, duties, or obligations under this Agreement without prior written consent of other party.

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

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

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

If to Agency:

SAMUELI ACADEMY
Attn: Anthony Saba
Executive Director
1901 N. Fairview Street
Santa Ana, CA 92706

15. Term. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for three (3) years thereafter unless sooner terminated by either party in accordance with this section.

a. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.

b. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of

termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty-day period.

- c. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.

16. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.

17. Equal Employment Opportunity. Each party to this Agreement for itself, its subcontractors, assignees and successors in interest, agree not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in California Government Code § 12926, ancestry, marital status, or citizenship.

18. Disqualified Employees. Each party to this agreement shall ensure that persons who perform services on College or SAMUELI property have not been convicted of any felony, any controlled substance offense, or any sex offense, as those terms are defined by Education Code §§ 87008-87010.

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

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

<p>SAMUELI ACADEMY</p> <p>SAMUELI ACADEMY Governing Board</p> <p>Approval Date: _____</p> <p>Signed by: _____</p> <p>Anthony Saba</p> <p>Executive Director, SAMUELI</p>	<p>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p> <p>RSCCD Governing Board</p> <p>Approval Date: _____</p> <p>Signed by: _____</p> <p>Peter J. Hardash</p> <p>Vice Chancellor, Business Operations/Fiscal Services</p>
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Science, Math, and Health Sciences Division**

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of Affiliation Agreement Renewal with South Coast Global Medical Center, Inc., doing business as South Coast Global Medical Center	
Action:	Request for Approval	

BACKGROUND

Students in the Nursing Program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Affiliation Agreement Renewal with South Coast Global Medical Center, Inc., doing business as South Coast Global Medical Center, (“Affiliation Agreement Renewal”) will yield appropriate clinical rotation activities for the program.

ANALYSIS

The term of this Affiliation Agreement Renewal shall be for five (5) years, commencing on the effective date of September 1, 2020 and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Affiliation Agreement Renewal with South Coast Global Medical Center, Inc., doing business as South Coast Global Medical Center, located in Santa Ana, California, as presented.

Fiscal Impact:	None	Board Date: August 10, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Interim Associate Dean, Health Sciences	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of September 1, 2020 (the “Effective Date”) between Rancho Santiago Community College District, a public educational agency, on behalf of Santa Ana College (“School”), and South Coast Global Medical Center, Inc., a California corporation, doing business as South Coast Global Medical Center (“Hospital”). School and Hospital may be referred to hereinafter individually as a “Party” or collectively as the “Parties.”

RECITALS:

- A. School has established a degree program in the field of Registered Nursing.
- B. Hospital operates an acute care facility licensed in the State of California (“State”).
- C. School desires to provide to its students (hereinafter “Program Participants”) a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.
- D. Hospital has agreed to undertake training activities and to make its facility available to identified Program Participants of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“Program”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (1) orientation of Program Participants and faculty to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to Program Participants prior to their clinical assignments at Hospital;
- (3) preparation of Program Participant/patient assignments and rotation plans for each Program Participant and coordination of same with Hospital;
- (4) continuing oral and written communication with Hospital regarding Program Participant performance and evaluation, absences and assignments of Program Participants, and other pertinent information;

(5) supervision of Program Participants and their performance at Hospital;

(6) participation, with the Program Participants, in Hospital's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All Program Participants, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises (collectively "Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for directing all Program Participants to comply with the terms of this Agreement.

b. **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence in the form of a completed "Clinical Profile" that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two-step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox, and evidence of completion of the series of three (3) hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall direct the Program Participants assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and

shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a Program Participant's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the Program Participant complete training regarding Hospital's patient information privacy policies and practices provided by Hospital. School shall maintain training records for a minimum of six years, including, without limitation, the names of those Program Participants that completed the training with the applicable date ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Certification.** Prior to a Program Participant's first assignment at Hospital, School shall provide a completed "Clinical Profile" as proof of current/valid CPR certification ("Certification") Healthcare Provider Level, for all Program Participants in direct patient care positions, per Hospital guidelines. Such Certification shall be provided to Hospital upon renewal/update of Certification.

i. **Criminal Background Verification.** Each Program Participant shall be required to submit to criminal background check as a condition of participation in the Program. School shall provide to Hospital satisfactory evidence in the form of a completed "Clinical Profile" that the Program Participant meets all required standards and is suitable to perform patient care as outlined in the Agreement. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program

Participant fails to meet the standards established by Hospital for acceptable criminal history.

2. RESPONSIBILITIES OF HOSPITAL.

a. Hospital shall accept the Program Participants assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate with School to establish rotation and assignment. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

a. Program Participants shall be treated as trainees who have no expectation of receiving compensation, including workers' compensation or employee benefit programs, or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, Hospital and School shall work to resolve the situation and, after five (5) days' time, said Program Participant's participation in the Program shall cease.

5. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, employees, or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a

partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. School shall indemnify, defend and hold Hospital harmless in the event of any dispute or claim associated with any third-party determination that an employer/employee relationship exists between Hospital and a Program Participant.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of Program Participants, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to their respective legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with either party or any of its affiliates), neither Hospital, School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by the other parties in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the other party with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the other party.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws,

rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Regulations"), as well as applicable state privacy laws. Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a Program Participant for purposes of providing treatment to Hospital patients or training a Program Participant to be a health care provider. A Program Participant may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A Program Participant may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the Program Participant's training program for training program purposes. A Program Participant shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A Program Participant may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the Program Participant.

School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information received from Hospital, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health

Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required by law.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information, and a copy of any such written, protected information, in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information, and a copy of any such written, protection information, in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

8. INSURANCE.

a. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, general and professional liability insurance, covering themselves and their respective employees and agents. School shall either provide coverage on behalf of Program Participants or require Program Participants to secure such coverage. If Program Participants provide coverage on their own behalf, such coverage must be placed with an insurer reasonably satisfactory to Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. TERM; TERMINATION.

a. **Term.** The initial term of this Agreement shall be for five (5) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days'

prior written notice, provided that all Program Participants currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed two (2) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** Each and every provision of this Agreement is severable and independent of any other term or provision of this Agreement. If a court of competent jurisdiction hereof holds any term or provision void or invalid for any reason, such invalidity shall not affect the remainder of this Agreement.

12. **INDEMNIFICATION.** Each party shall indemnify, hold harmless, and defend the other party, its officers, directors, employees and agents, from and against any and all claims, liabilities, damages, and expenses, including without limitation, reasonable attorneys' fees (collectively "Claims"), whether or not covered by insurance, incurred by the other party in defending or compromising actions brought against the other party, its officers, directors, employees, or agents, to the extent such Claims arise out of or are related to, directly or indirectly, any breach by indemnifying party or its employees or agents of any of the covenants, representations or warranties contained in this Agreement or any act or omission of indemnifying party or its employees or agents. For the purposes of this Agreement, agents of School include, without limitation, all Program Participants.

13. **GOVERNING LAW; VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State. The parties agree that Orange County, California shall be the only proper venue for disputes related to this Agreement.

14. **ATTORNEYS' FEES.** If legal action, arbitration, or other proceeding is commenced by either party arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party, in addition to any other relief granted.

15. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

16. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

17. **ASSIGNMENT; BINDING EFFECT.** School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

18. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School: Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706
Attn: Nursing Program Director

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

If to Hospital: South Coast Global Medical Center
2701 N. Bristol Street
Santa Ana, CA 92704
Attn: Chief Executive Officer

or to such other persons or places as either party may from time to time designate by written notice to the other.

19. **STATEMENT OF RESPONSIBILITY.** For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Hospital, as between School and Hospital only, School, its successors and/or assigns, do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the Program Participant while participating in the Program operated by School at Hospital, unless such injury or loss arises solely out of Hospital's negligence or willful misconduct.

20. **INTERPRETATION.** The parties agree that each party has been given an opportunity to have its legal counsel of choice review this Agreement and represent its interests in this matter. This Agreement shall be deemed to have been drafted by all parties and, in the event of a dispute, no party shall be entitled to claim that any provision should be construed against any other party by reason of the fact

21. **SURVIVAL.** The parties' obligations under this Agreement which by their nature extend beyond the term of this Agreement, including, without limitation, Sections 5 (Independent Contractor), 7 (Confidentiality), 8(a) (Insurance), 12 (Indemnification), 13 (Governing Law; Venue) and 14 (Attorneys' Fees) and all subsections thereunder, shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

22. **STATUTES AND REGULATIONS.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to, any successor statute, regulation, ruling, or administrative order or decree.

23. **MASTER LIST OF CONTRACTS.** Hospital shall maintain a master list of its contracts that is maintained and updated centrally and is available for review by the Secretary of the United States Department of Health and Human Services upon request.

24. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be executed by their authorized representatives as of the Effective Date.

“SCHOOL”:

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ON
BEHALF OF SANTA ANA COLLEGE**

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services

“HOSPITAL”:

**SOUTH COAST GLOBAL MEDICAL CENTER, INC. D/B/A
SOUTH COAST GLOBAL MEDICAL CENTER**

Matthew A. Whaley
Chief Executive Officer

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of South Coast Global Medical Center (“Hospital”), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by Santa Ana College (“School”) at Hospital unless such injury or loss arises solely out of Hospital’s gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between Santa Ana College (“School”) and South Coast Global Medical Center (“Hospital”), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has viewed information regarding Hospital’s patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital’s and School’s privacy policies and procedures and privacy practices.

Dated this ____ day of _____, 20__.

Program Participant

Witness

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into and made a part of the Affiliation Agreement dated September 1, 2020 (collectively the "Agreement") by and between South Coast Global Medical Center, Inc., a California corporation, doing business as South Coast Global Medical Center ("Covered Entity"), and Rancho Santiago Community College District, a public educational agency, on behalf of Santa Ana College ("Business Associate").

RECITALS:

A. Covered Entity and Business Associate have entered into an Affiliation Agreement ("Agreement") whereby Protected Health Information may be created, received, maintained, or transmitted by Business Associate on Covered Entity's behalf. The parties desire to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), California Civil Code §1798.82 and other state and federal laws and regulations, as applicable, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 (together, the "HIPAA Rules").

B. The HIPAA Rules require a Covered Entity to enter into a Business Associate Agreement with a Business Associate prior to the Disclosure of Protected Health Information, as set forth in, but not limited to, 45 C.F.R. §§164.314(a), 164.502(e) and 164.504(e).

1. DEFINITIONS

a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. **Use and Disclosure.** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

b. **Safeguards.** Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement.

c. **Reporting.** Business Associate agrees to promptly report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. §164.410, and any Security Incident of which it becomes aware.

d. **Agents and Subcontractors.** In accordance with 45 C.F.R. §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that receives, creates, maintains, or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

e. **Access by Individuals.** Business Associate agrees to make available Protected Health Information in a Designated Record Set to the Covered Entity or, if so directed by the Covered Entity, to the Individual or Individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524.

f. **Amendment.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. §164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526.

g. **Accounting.** Business Associate agrees to maintain and make available to the Covered Entity, or if so directed by the Covered Entity, to the Individual or the Individual's designee, the information necessary for Covered Entity to satisfy its obligations under 45 C.F.R. §164.528.

h. **Delegated Duties.** To the extent the Business Associate is to carry out one or more of Covered Entity 's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

i. **Governmental Access to Records.** Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

j. **Mitigation.** The Business Associate agrees to timely act to mitigate, to the extent practicable, any harmful effects that are known to Business Associate of a Use or Disclosure of Protected Health Information held by Business Associate in violation of the requirements of this Agreement.

3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

a. Except as otherwise limited by the terms of the Affiliation Agreement or this Agreement, Business Associate may use or disclose Protected

Health Information as necessary to perform the services set forth in the Affiliation Agreement or as required by Law.

b. Business Associate shall not use Protected Health Information to de-identify the information, except with the prior written authorization of the Covered Entity and consistent with the requirements of 45 C.F.R. §164.514.

c. Business Associate shall use only the Minimum Necessary amount of Protected Health Information to perform the specified functions, activities, or services set forth in the Affiliation Agreement, consistent with Covered Entity's Minimum Necessary policies and procedures.

d. Business Associate shall not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below:

1) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

2) Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

e. Business Associate shall not use Protected Health Information to provide Data Aggregation services, except with the prior written authorization of the Covered Entity.

f. Business Associate shall not use or disclose Protected Health Information for fundraising or marketing purposes, except with the prior written authorization of the Covered Entity and consistent with the requirements of 45 C.F.R. §164.514(f) and §164.508(a)(3).

g. Business Associate shall not disclose Protected Health Information to a health plan for payment or Health Care Operations purposes if the Business Associate has received written notice from the Individual or the Covered Entity that the Individual has made this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates, as required by 45 C.F.R. §164.522.

h. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written authorization of the Covered Entity.

4. OBLIGATIONS OF COVERED ENTITY

a. Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or Disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

d. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as permitted in paragraph 3.4.

5. TERM AND TERMINATION

a. **Term.** The initial term of this Agreement shall be for five (5) years, commencing on September 1, 2020, and shall terminate upon the termination of the Agreement or on the date Covered Entity terminates this Agreement for cause as authorized in paragraph 5.b., whichever is sooner.

b. **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

c. **Breach Pattern or Practice by Agent or Subcontractor.** If Business Associate knows of a pattern of activity or practice of its agent or Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under its contract or other arrangement with Business Associate, Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible.

d. **Breach Pattern or Practice by Covered Entity.** Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the HIPAA Rules within five (5) business days of discovery and shall meet with the Covered Entity to discuss and attempt to resolve the problem or end the violation.

e. **Obligations of Business Associate upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information, including derivatives thereof, that the Business Associate or its agents or Subcontractors still maintains in any form;

3) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent use or Disclosure of the Protected Health Information, other than as provided for in this paragraph 5.e, for as long as Business Associate retains the Protected Health Information;

4) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at paragraph 3.d 1) and 2) which applied prior to termination; and

5) Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6. INDEMNIFICATION

a. **Indemnification.** Business Associate hereby agrees to indemnify and hold harmless Covered Entity and its affiliates, and their respective officers, directors, shareholders, employees and agents from and against any and all liability, loss, fines, penalties, damage, claims or causes of action and expenses associated therewith (including, without limitation, court costs and attorneys' fees) caused directly or indirectly by Business Associate's breach of its obligations under this Agreement. Covered Entity may enforce Business Associate's obligations hereunder by seeking equitable relief, without bond, which remedy shall be nonexclusive.

7. MISCELLANEOUS

a. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

b. **Amendment to Comply with Law.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law, rules, or regulations that might modify the terms and conditions herein.

c. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. In the event any provision of this Agreement conflicts with the provisions of the Affiliation Agreement, the provisions in this Agreement shall be deemed to control and such conflicting provision or part thereof shall be deemed removed and replaced with the governing provision herein to the extent necessary to reconcile the conflict.

d. **Data Ownership.** Business Associate acknowledges that it has no ownership rights with respect to the Protected Health Information.

e. **Confidentiality.** Business Associate shall cooperate with Covered Entity to preserve and protect the confidentiality of Protected Health Information accessed or used pursuant to the Agreement and shall not disclose or testify about such information during or after the termination of the Agreement except as Required By Law;

f. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement available to Covered Entity at no cost to provide testimony in any capacity in the event of litigation, administrative proceedings, or other legal action commenced or contemplated against Covered Entity, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other federal or state law relating to security and privacy, except where Business Associate or its Subcontractor, employee or agent is a named adverse party.

g. **Audits; Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or Subcontractors shall permit Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Health Information pursuant to this Agreement for the purpose of determining whether Business Associate has complied with the terms and conditions contained herein. The fact that Covered Entity inspects, fails to inspect, or has the right to such inspection does not relieve Business Associate of its responsibility to comply with this Agreement, nor does it constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Business Associate shall notify Covered Entity in writing within ten (10) days of receipt of notice that Business

Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

h. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Arrangement, the HIPAA Rules, or any other state or federal security or privacy law will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of Protected Health Information.

i. **No Waiver.** Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either party except by a writing signed by both parties.

j. **Notices.** All notices required or permitted under this Business Associate Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party. All such notices shall be deemed validly given upon receipt of such notice by certified mail, return receipt requested or personal or courier delivery and sent to the following address:

If to Business Associate: Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706
Attn: Nursing Program Director

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

If to Covered Entity: South Coast Global Medical Center
2701 S. Bristol Street
Santa Ana, CA 92704
Attn: Chief Executive Officer

With a copy to: KPC Healthcare, Inc.
1301 N. Tustin Ave.
Santa Ana, CA 92705
Attn: Chief Compliance Officer

k. **Survival.** The obligations of Business Associate under paragraphs 5.e. (Obligations of Business Associate upon Termination), 7.e. (Confidentiality), 7.f. (Assistance in Litigation or Administrative Proceedings), and 7.g. (Audits; Inspection and Enforcement) shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement as of the Effective Date.

“COVERED ENTITY”:

**SOUTH COAST GLOBAL MEDICAL CENTER, INC. D/B/A
SOUTH COAST GLOBAL MEDICAL CENTER**

Matthew A. Whaley
Chief Executive Officer

“BUSINESS ASSOCIATE”:

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ON
BEHALF OF SANTA ANA COLLEGE**

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services & Technology Division

To: Board of Trustees	Date: August 10, 2020
Re: Approval of Rancho Santiago Community College District Professional Services Agreement with Substance Media, Inc.	
Action: Request for Approval	

BACKGROUND

This is a Rancho Santiago Community College District Professional Services Agreement with Substance Media, Inc. (“PSA”). This request involves an ongoing collaboration with Substance Media, Inc. to produce marketing materials for twelve Career Education departments within the Human Services & Technology Division.

ANALYSIS

This PSA shall be effective as of the date signed by both parties until November 30, 2020, or until termination by written notice of either party. This PSA will carry a cost for Santa Ana College of \$59,302 to be paid by the Strong Workforce Program (SWP) Regional grant.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Rancho Santiago Community College District Professional Services Agreement with Substance Media, Inc., located in Covina, California, as presented.

Fiscal Impact: \$59,302	Board Date: August 10, 2020
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean , Human Services & Technology	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santa Ana College, Career Education and Workforce Development Department and Substance Media, Inc., having its principal business address located at 800 S. Barranca Avenue, #220, Covina, CA 91723 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on August 11, 2020, whichever is later, and shall continue in full force and effect thereafter until and including November 25, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Fifty nine thousand, three hundred and two Dollars (\$59,302) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Larisa Sergeyeva, Ed.D.
Dean, Human Services & Technology
1530 W 17th St.
Santa Ana, CA, 92706

Contractor: Substance Media, Inc.
800 S. Barranca Avenue, #220
Covina, CA 91723

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name Brian Marsh

Print Title: Co-founder/Creative 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.

Filming, Editing and Production of Career Education Videos for Santa Ana College

Scope of work:

1. Video

- Vendor is to provide 12 videos, up to 2 minutes in length each, for each of following career education programs, with captioning, plus 30-second social cutdowns.
 - o Auto/Diesel
 - o Child Development and Education Studies
 - o Criminal justice
 - o Culinary
 - o Fashion Design
 - o Fire Tech
 - o Manufacturing Technology
 - o Nutrition
 - o Occupational Therapy Assistant/Occupational Studies bachelor's degree
 - o Pharmacy Technology
 - o Speech Language Pathology Assistant
 - o Welding
- 1 compilation video of all programs, no more than 2 minutes, with captioning
- Script development, actors and voice over talent if needed
- Usage rights for all distribution channels (Usage rights are set to Online Distribution only.

OTT/Broadcast options are add-on options that may be added on as necessary.)

- 2 rounds of review

2. Photography

- Vendor is to provide still photography for use in brochures, digital marketing and website, for the following programs
 - o Child Development
 - o Criminal Justice
 - o Culinary
 - o Fire Tech
 - o Nutrition
 - o Occupational Therapy
 - o Pharmacy Technology
 - o Speech Language Pathology Assistant
 - o Welding
- All photos provided as RAW images, 45 selected photos (5 per program)

Timeframe:

Final assets should be delivered by November 25, 2020.

Filming will consist of three (3) days of filming at four (4) consecutive hours max per day, for a total of twelve (12) hours of filming.

No more than one (1) filming location per day.

Filming dates TBD, but not to exceed October 9, 2020.

Further, District will handle all coordination efforts between AGENCY and filming locations, faculty, the District, and on-camera talent.

Substance will adhere to social distancing, cleaning, and COVID-19 special precautions during filming.

Payment Schedule:

25% of balance due on September 30, 2020

25% of balance due on October 31, 2020

Remainder of balance due on November 30, 2020

Substance will provide screenplay services to optimize filming parameters, but District is responsible for FINAL SCRIPT delivery to Contractor by September 11, 2020. Missing this deliverable or any other project milestone, including art/asset delivery and approvals created and incurred by District may shift the deliverable schedule and result in additional costs or overage fees to District

Overages and Fees

Any additional hour(s) rendered necessary to complete this project can be negotiated between Contractor and District. Additional production hours will be charged at the rate of \$220 per hour. District may be subjected to OVERAGE CHARGES if the deliverables exceed its respective length by 0:15 seconds or more.

Two (2) collective rounds of revisions are allowed per video prior to final delivery. NORMAL HOURLY RATE (\$220/hour) applies for additional revisions after the second round of revisions. Furthermore, revisions only pertain to post-production services. Revisions requiring additional pre-production or production hours are subject to overage charges at a rate to be later determined between Contractor and District. Further, revisions must be requested prior to the FINAL DELIVERY DATE. Any edits requested after the FINAL DELIVERY DATE will be subject to additional costs to be later determined between District and Contractor. If District requests or instructs changes in a revision that is in excess of fifty percent (50%) of the time required to produce any DELIVERABLE and/or the value of the TOTAL COST, NORMAL HOURLY RATE (\$220/hour) will apply. Any missed milestones, including art/asset delivery and approvals created and incurred by District may shift the DELIVERABLE schedule and result in additional costs.

District shall pay all applicable sales, use, or value added taxes. District shall also pay Contractor any expenses incurred in connection with this agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and, if applicable, mileage reimbursement at \$.58 per mile; and (b) travel expenses including transportation, meals, and lodging, incurred by Contractor with District's prior approval. In the event any overage charges, costs, or fees apply pursuant to this section, Contractor shall obtain District's written approval via email.

District Representations:

District represents that it shall be responsible for performing the following in a reasonable and timely manner: (a) Coordination and execution of any decision-making with parties other than Contractor; (b) Provision of art/asset delivery in a form suitable for reproduction or incorporation into the DELIVERABLE(S) without further preparation, unless otherwise expressly provided in this Scope of Work; and (c) Final proofreading of DELIVERABLE(S). Note: In the event that CLIENT has approved DELIVERABLE(S) but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, CLIENT shall incur the cost of correcting such errors. In such cases, NORMAL HOURLY RATE applies.

District also represents that any provision of art, asset(s), photography, footage, and/or proprietary information by District to Client for use in any DELIVERABLE is with authority and without infringement on any patents, copyrights, trademarks, service marks, trade secrets, and/or other legally protected intellectual property rights.

District also agrees that it shall be responsible for obtaining any and all clearances for any and all parties, their likeness, trademarked logos, or insignia utilized in this project, as well as any and all clearances from third parties that is utilized in these deliverables.

District shall hold all rights to the final deliverables created for this project. All raw components; animation assets, design assets, photos, samples, footage, and proofs (including raw footage, design files, and unedited photos), will not be included as a part of the final products or deliverables; and will remain in possession by Substance unless specifically waived by a subsequent written contract.

Substance shall obtain District's prior written approval if Substance chooses to utilize any raw components created for this project in subsequent projects. Upon express written consent from District, District may provide Substance with royalty-free, revocable license to use affiliated project files for the purposes of internal or promotional use only.

District shall negotiate a new agreement with Substance for the delivery, publication, useage, repurposing, copying, distribution, and or possession of any raw components and source files not included in final deliverables



INITIAL QUOTE

SUB20044 - V2

Substance Media, Inc.
800 S. Barranca Ave #220
Covina, CA 91723

info@substance.agency
626.332.0488

Tuesday, June 23, 2020

CLIENT

Santa Ana College

PROJECT

Career Education
Video & Photography

CONTACT

Jenna Lang
Administrative Clerk, CEWD
Santa Ana College
(714) 564-6224
Lang_Jennifer@sac.edu

PROJECT TYPE

EDU

* Unless agreed upon otherwise, the terms stated in this initial quote will expire thirty (30) days after the date indicated above.

MILESTONES

Board approval: Aug, 2020

Contracting: Aug, 2020

Scripting : Sept 1 - Sept 11, 2020

**Filming pre-production + film scheduling
(to include talent prep, classroom schedules, campus walkthrough/ scout day, etc.) :**
Sept 14 - Sept 25, 2020

Filming: Sept 28 - Oct 9, 2020 (3 days of filming at 4 hrs/day)

Editing: Oct 9 - Nov 2, 2020

First Draft: Nov 2, 2020

Revisions: Nov 3 - Nov 25, 2020

Final: Nov 25, 2020

VIDEO PRODUCTION

[2 Collective Rounds of Revisions]

- (32) Minutes of Video Content
 - (1) Program overview [2 min]
 - (12) Promo videos [2 min / each]
 - (12) 30 second cut-downs
- Screenplay services for content crafting.
Client to provide all scripts, messaging, and talent schedules*
- (12) Instructor Video Statements
 - Teleprompter Service (script based)
 - 15 minute recording slot (script based)
- (12) Student Video Statements
 - Teleprompter Service (script based)
 - 15 minute recording slot (script based)
- (3) Days of Filming [4 Hours / Day]**
 - Social Distancing, Cleaning, and PPE procedures.
- Archive b-roll integration
 - Substance archive SAC b-roll
- (50) Animated Graphics & Lower-Thirds***
 - (24) Lower-Thirds
 - (12) Program Opening Titles
 - (12) Program Call to Action Titles
 - (1) Main Opening Title
 - (1) Main Call To Action Title
- (5) Royalty Free Music Tracks****
 - For Online Distribution
- 4k Resolution 12-bit color
- Closed Captioning for all videos
 - Sidecar .srt files for upload to youtube

PHOTOGRAPHY

- (45) Promo Photos [5 photos / program]
- Tandem Hours with Video Production
- High Resolution Images
[30 - 45 MP full resolution]
- RAW image delivery
 - Collection of all unprocessed photos

Promos crafted from scripted content.

Tentative list of each program:

- o Auto/Diesel
- o Child Development and Education Studies
- o Criminal Justice
- o Culinary
- o Fashion Design
- o Fire Tech
- o Manufacturing Technology
- o Nutrition
- o OT Assistant/Occupational Studies bachelor's degree
- o Pharmacy Technology
- o Speech Language Pathology Assistant
- o Welding

COST SAVING MEASURES:

- Client to handle all coordination efforts between Substance and filming locations, faculty, the District, and on-camera talent.
- Client to assist with optimizing filming locations based on Run of Show.
- Client to provide all talent preparations, to include on-camera statements and releases/waivers
- Client to provide all on-camera statements for talent.
- Client to handle all permissions, clearances, waivers, and requests for filming and photography. This includes freight loading, unloading, parking, and equipment/war room.
- No video RAW footage will be provided. Only final works.
- Archive b-roll integration.

* Script and messaging for all videos will be provided by Client. Substance will provide screenplay services to optimize filming parameters and outline production plans and requirements.

** Max of 3 teams per day (Principal [a], B-Roll [b], B-Roll [c])
- Optimized crew hours.

*** Title groups will have unified designs and will be modified for each program.

- Overview Title Design (6 seconds)
- Program Title Design (6 seconds)
- Lower Thirds Design (3-5 seconds)
- Call To Action Design (10 seconds)

**** Music Tracks have been set to Online Distribution only. OTT / Broadcast options have been added to the Add-ons section.

One (1) Photographer will be provided. This photographer will be scheduled alongside video production teams in order to cover required shotlist.

• • ADD-ONS // **A LA CARTE**

<ul style="list-style-type: none"> · Professional Voiceover Artist [2 minute script] 	<p>\$600</p>	<p>Per 2 minutes - Professional direction, selection, and casting.</p>
<ul style="list-style-type: none"> · Hard-Coded Closed Captions 	<p>\$125</p>	<p>Per 2 minutes - Captions are embedded directly in the video.</p>
<ul style="list-style-type: none"> · Foreign Captions / subtitles 	<p>\$150</p>	<p>Per 2 minutes / Language - Provided as .srt file</p>
<ul style="list-style-type: none"> · OTT / Broadcast Music Licensing 	<p>\$900</p>	<p>Per Track - Royalty-free music license</p>
<ul style="list-style-type: none"> · Talent Services [Actors & Background Talent] - Casting - Auditions - Acquisition - Contracts 	<p>\$TBD</p>	<p>Contracts for talent need to be negotiated on a case by case basis. We provide all services needed to secure talent.</p>

<http://substance.agency>

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

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of Clinical Community Health Training Affiliation Agreement Renewal with Vanguard University	
Action:	Request for Approval	

BACKGROUND

The Nursing Program encourages students to participate in collaborative educational programs to further their educational goals and achievements. The proposed Clinical Community Health Training Affiliation Agreement Renewal with Vanguard University (“Affiliation Agreement Renewal”) will provide an opportunity for education practicum experiences for our student nurses to graduate with a higher degree.

ANALYSIS

The term of this Affiliation Agreement Renewal shall be for three (3) years, commencing on the effective date of September 1, 2020, and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Clinical Community Health Training Affiliation Agreement Renewal with Vanguard University, located in Costa Mesa, California, as presented.

Fiscal Impact:	None	Board Date: August 10, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Interim Associate Dean, Health Sciences	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

CLINICAL COMMUNITY HEALTH TRAINING AFFILIATION AGREEMENT

This Agreement is entered into between Vanguard University (“University”), located at 55 Fair Drive, Costa Mesa, California, and Rancho Santiago Community College District, located at 2323 N. Broadway, Santa Ana, California, on behalf of Santa Ana College Nursing Program (“Agency”), located at 1530 W. 17th Street, Santa Ana, California on September 1, 2020.

RECITALS

A. University is an institution of higher learning offering a Master of Science in Nursing (MSN) program (the “Program”) to nurses who already have their Registered Nurse license. The Program requires management and education practicum experiences for its student nurses to graduate.

B. Agency operates educational training facilities that are suitable for the practicum training needs of the Program. Agency desires to support the Program to assist in training University’s MSN students.

C. University and Agency acknowledge a public obligation to contribute to nursing education for the benefit of the Program’s MSN students and to meet the community needs for nurse leaders and educators. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the practicum training portion of the Program at Agency’s facilities.

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 agree as follows:

1. RESPONSIBILITIES AND PRIVILEGES OF UNIVERSITY

1.1. Academic Responsibility. University shall develop, organize, and implement the Program’s curriculum under the direction of a qualified instructional staff.

1.2. Number of Students, Dates, and Length of Clinical Training. University shall designate and notify Agency of the student(s) who are to be assigned for a practicum experience at Agency in such numbers, dates, and length of clinical training as are mutually agreed upon between Agency and University.

1.3. Documentation. University shall maintain all attendance and academic records of nursing student(s) participating in the Program. University shall implement and maintain an evaluation process of the students’ progress at Agency throughout the practicum training assignment.

1.4. Health Clearance. University shall ensure that each student complies with Agency’s established requirements for yearly physical examinations and any necessary

immunizations and TB tests.

1.5. Insurance. Program shall be responsible for verifying the required level of individual malpractice insurance and basic individual health insurance for MSN students. University shall ensure that all students maintain professional liability insurance coverage 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, University 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, University shall ensure that such policies provide for notification to Agency at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at Agency pursuant to this Agreement at all times during the course of this Agreement. University 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).

1.6. Confidentiality. University shall instruct students regarding confidentiality of patient/student information in accordance with Agency's written notification and guidance. University shall instruct its MSN students to sign any further documentation necessary for Agency's compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), as it may be amended and interpreted from time to time.

1.7. Agency Policies and Procedures. University shall ensure that each MSN student is aware of all applicable Agency policies and procedures and shall require each MSN student to conform to all such Agency policies, procedures, regulations, standards for health, safety, cooperation, patient/student privacy, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Agency and University.

1.8. Discipline. University shall be responsible for counseling, controlling, and disciplining its MSN student nurses.

1.9. Hold Harmless. University shall indemnify, defend, save and hold Agency harmless against any losses, claims, legal claims, demands, or judgments against Agency arising out of any activities performed by University's MSN students or faculty pursuant to this agreement.

2. RESPONSIBILITIES AND PRIVILEGES OF AGENCY

2.1. Implementation of Program.

2.1.1. Agency shall cooperate with and assist in the planning and implementation of the Program at its facilities for the benefit of University's MSN students. Agency shall provide the cooperation and counsel of its staff in the conduct of the Program.

2.1.2. Agency staff may participate in the educational program upon request of University. They may serve as resource persons, clinical experts, and/or preceptors. They also may assist in the planning and implementation of aspects of practicum experience. Such participation shall be voluntary and shall not interfere with assigned Agency duties.

2.2. Instruction. Agency shall provide opportunities for MSN students to have experiences in giving and observing services to patient/students, relevant to MSN students' course of educational/clinical training.

2.3. Facilities and Parking.

2.3.1. Agency shall provide access to its facilities as necessary to the development and maintenance of a sound educational experience for MSN students in the Program.

2.3.2. Agency shall arrange parking facilities for MSN students and instructors to the same extent as for Agency employees.

2.3.3. Upon request, Agency shall permit the University and any regulatory board for nursing or nursing education, designated by University, to make site visits to its facilities.

2.4. Statement of Adequate Staffing. Agency acknowledges that it has adequate staffing for patient/student safety and continuity of health care services. Agency shall not substitute MSN students participating in the Program for nursing staff/faculty necessary for reasonable staffing coverage.

2.5. Documentation. Agency agrees to make available to University and its nursing students 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 MSN students comply with such policies and rules.

2.6. Authority. Agency shall maintain at all times full authority over and responsibility for care of its patient/students and may intervene and/or redirect MSN students when appropriate or necessary.

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

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

2.9. First Aid. Agency shall be available to provide necessary emergency health care or first aid, within its capacity, to MSN students during clinical training. Except as herein provided, Agency shall have no obligation to furnish medical or surgical care to any MSN student.

2.10. Hold Harmless. Agency shall indemnify, defend, save and hold University harmless against any losses, claims, legal claims, demands or judgments against University arising out of any activities performed by Agency pursuant to this agreement.

3. STATUS OF STUDENT NURSES

3.1. MSN students shall have the status of learners and shall not be considered to be Agency employees, nor shall they replace Agency staff/faculty. Education practicum experience will be conducted as a laboratory learning experience and is provided on an “extended campus” basis. There shall be no monetary obligation between Agency and University or its MSN students and instructors.

3.2. It is not the intention of University or Agency that any MSN student occupies the position of third party beneficiary of any obligations assumed by Agency or University pursuant to this Agreement.

3.3. MSN students are subject to the authority, policies, and regulations of the University. They are also subject, during clinical assignment, to applicable Agency regulations and must conform to the same standards as are set for Agency employees in matters relating to the welfare of patient/students and general Agency operations, including maintaining patient/student confidentiality.

4. GENERAL PROVISIONS

4.1. Non-Discrimination. Both parties will fully comply with any and all applicable local, state, and federal anti-discrimination regulations, statutes and judicial decisions.

4.2. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

4.3. Entire Agreement; Amendment. This Agreement 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.

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. Severability. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action, or otherwise shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

4.6. Further Assurances. Each Party shall cooperate with, and take such action as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

4.7. Waiver. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

4.8. Preparer Construction. This Agreement is not to be construed in favor of or against either party on any basis, including responsibility for drafting. The language in this Agreement shall be construed in accordance with its fair meaning as if prepared by all the parties to the agreement.

4.9. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and costs incurred.

4.10. Counterparts and Right. This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

4.11. Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

4.12. 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, the Agency 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 the Agency, was satisfactorily participating in the Program(s).

4.13. 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:

UNIVERSITY
Vanguard University
55 Fair Drive
Costa Mesa, CA 92626-9601
Attn: Lettie Cowie
VP of Business and Finance
Attn: Director of Nursing

AGENCY
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
Attn: Associate Dean of Health
Sciences/Director of Nursing

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

UNIVERSITY:

AGENCY:

By: _____

By: _____

Printed Name: Jeremy Moser, CPA, CTP

Printed Name: Peter J. Hardash

Title: Chief Financial Officer

Title: Vice Chancellor

Business Operations Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SANTA ANA COLLEGE – ACADEMIC AFFAIRS

To:	Board of Trustees	Date:	August 10, 2020
Re:	Approval of College and Career Access Pathways A Dual Enrollment Partnership Agreement Renewal 2020-2023 with Santa Ana Unified School District		
Action:	Request for Approval		

BACKGROUND

Santa Ana College (“SAC”) and Santa Ana Unified School District (“SAUSD”) desire to enter into this College and Career Access Pathways A Dual Enrollment Partnership Agreement Renewal 2020-2023 with SAUSD (“Agreement Renewal”) for the purpose of expanding dual enrollment opportunities consistent with the provisions of AB 288, for high school students, with the goal of developing seamless pathways from high school to community college. Dual Enrollment is one of the five commitments which falls under the Santa Ana Promise. This Agreement Renewal will help further strengthen the collaboration between SAC and SAUSD ([Click Here](#)).

ANALYSIS

The Agreement Renewal will allow SAC to close dual enrollment classes to the public and, in certain cases, collect apportionment that could not be collected without its implementation. The Agreement Renewal will also offer additional opportunities for SAUSD students to complete identified pathways while they are high school students. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this College and Career Access Pathways A Dual Enrollment Partnership Agreement Renewal 2020-2023 with Santa Ana Unified School District, located in Santa Ana, California as presented.

Fiscal Impact:	None	Board Date:	August 10, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Fernando Ortiz, Ph.D., Dean, Academic Affairs		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College & Santiago Canyon College**

To: Board of Trustees	Date: August 10, 2020
Subject: Approval to Reduce the Nonresident Capital Outlay Fee from \$35 per Unit to \$10 per Unit for 2020-21.	
Action: Request for Approval	

BACKGROUND

Santa Ana College and Santiago Canyon College request approval to reduce the Nonresident Capital Outlay fee from \$35 per unit to \$10 per unit. On February 24, 2020, the RSCCD Board of Trustees approved the District's nonresident per unit enrollment fees for the 2020-21 fiscal year ([February 24, 2020 Docket Item *4.3](#)) as required by Education Code §76140, amended by Assembly Bill No. 3255 approved on September 18, 2018, 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. The current nonresident fee approved by the Board of Trustees is \$371 per unit and is broken down as follows:

Tuition Fee:	\$290
Enrollment Fee:	\$46
Capital Outlay Fee:	\$35

Other neighboring districts (Orange Coast College and Irvine Valley College) approved the same tuition and enrollment fees as RSCCD but a lower Capital Outlay Fee of \$10 per unit. This results in a lower per unit fee of \$346 compared to RSCCD's fee of \$371 and is resulting in a competitive disadvantage for the District.

ANALYSIS

The COVID-19 pandemic has impacted numerous operations, including the ability of Community Colleges to recruit new International Students. Per U.S. Immigration and Customs Enforcement Guidelines, designated school officials should not issue a Form I-20, "Certificate of Eligibility for Nonimmigrant Student Status," for a student in new or initial status who is outside of the United States and plans to take classes at an SEVP-certified educational institution that is operating 100 percent online." Regardless of these guidelines, most of the U.S consulates and embassies worldwide are only providing emergency services and not able to process new student visa's (i.e. China, Brazil, Turkey). In cases in which the visas can be granted the wait time is significantly higher than normal and thereby the probability of a new international student physically making the trip to the U.S. in time for fall 2020 classes is low to impossible. Since most community colleges are offering online only classes for the fall 2020 semester, there is no incentive for students to select a college with a higher fee. Reducing the capital outlay fee from \$35 per unit to \$10 per unit will provide the following benefits:

- Will keep the District competitive with that of neighboring districts
- Will result in a more attractive option for students abroad to enroll and participate in RSCCD distance education classes from their home country.
- Will help ensure that current, continuing, RSCCD International Students do not transfer to a community college with a lower per unit fee
- Will keep RSCCD competitive with attracting nonresident students from other states (not international students).

RECOMMENDATION

It is recommended that the Board of Trustees approve the request to reduce the nonresident capital outlay fee from \$35 per unit to \$10 per unit for the 2020-21 as presented.

Fiscal Impact:	Nonresident Tuition Revenue	Board Date: August 10, 2020
Item Prepared by:	Vaniethia Hubbard, Ed.D., Vice President of Student Services, SAC Syed Rizvi, Vice President of Student Services, SCC	
Item Submitted by:	Marilyn Flores, Ph.D., Interim President, SAC Jose F. Vargas, Interim President, SCC	
Item Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College –Student Services and Academic Affairs

To: Board of Trustees	Date: August 10, 2020
Re: Approval of SCC Joining the California Community College Equity Leadership Alliance at the University of Southern California (USC) Race and Equity Center	
Action: Request for Approval	

BACKGROUND

California Community Colleges have been tasked with researching and improving student success by reducing equity gaps that exist among different groups of students by race, income, foster youth status, veteran status, age, ability status, and more. With the recent movement towards creating anti-racist, socially just environments for all students, specifically for African American/Black students, California Community Colleges are partnering with the USC Race and Equity Center to establish the California Community College Equity Leadership Alliance. The alliance will provide 1) webinars (eConvenings) in a plethora of topics focused on social justice and anti-racist pedagogy, 2) climate surveys for students, faculty, and staff, and 3) an equity resource portal. The trainings, resources, and surveys provided are critical toward moving the equity initiatives forward and promoting an anti-racist culture on campus. The fee for the 2020-21 academic year (July 1, 2020 through June 30, 2021) is \$25,000 and will be paid from Student Equity and Achievement Program funds. Similarly, Santa Ana College is in the process of joining the alliance with the use of non-public funds.

ANALYSIS

For five (5) years Santiago Canyon College (SCC) Office of Student Equity and Success has been developing programs and activities that have created culturally responsive and equitable environments for students and employees at the college. Membership in the Alliance will further support the work that has been developed by the Office of Student Equity and Success and the expected outcomes are congruent with RSCCD's Board Resolution No. 20-10 Affirming RSCCD's Commitment to Actively Strategize and Take Action Against Structural Racism.

RECOMMENDATION

It is recommended the Board of Trustees approve SCC joining the California Community College Equity Leadership Alliance at the University of Southern California (USC) Race and Equity Center as presented.

Fiscal Impact:	\$25,000 (Categorical Funds)	Board Date: August 10, 2020
Prepared by:	Syed Rizvi, Vice President of Student Services	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	

USC Race and Equity Center

635 Downey Way, VPD 214
Los Angeles, CA 90089-3331
(213) 740-0385
race@usc.edu

Dear Jose Vargas,

We recently sent you an invitation to join the California Community College Equity Leadership Alliance at the USC Race and Equity Center. We believe that your college would find great value from participating in our Member Benefits.

By signing below, you agree to subscribe to a one-year Alliance membership that will begin on July 1, 2020, and end June 30, 2021. The fee for your subscription is \$25,000 paid to the USC Race and Equity Center in one payment, due no later than August 21, 2020. The details of the California Community College Equity Leadership Alliance, as well as full member benefits, are outlined below in Appendix A.

Sincerely,
The USC Race & Equity Center

Acknowledged and agreed:

By: _____
Name: _____
Title: _____
Date: _____

INVOICE

Invoice # CCCELA-014
Invoice Date: 07/21/2020
Due Date: 08/21/2020

Invoice submitted to: Joseph Alonzo
Santiago Canyon College
alonzo_joseph@sccollege.edu

Item	Description	Unit Price	Quantity	Amount
Service	1-year subscription to the California Community College Equity Leadership Alliance (July 1, 2020-June 30, 2021)	\$25,000.00	1	\$25,000.00
Total Amount				\$25,000.00
Paid				\$0
Balance Due				\$25,000.00

Our preferred method of payment is ACH/EFT transfer. Please find our banking information on the next page to complete your payment via wire transfer, or contact Brandi Junious, Finance Manager, at junious@usc.edu to pay by credit card.

Banking Information to Pay via ACH/EFT Wire Transfer

Bank of America

University of Southern California
USC Wire Account
3500 South Figueroa Street, Ste. 110
Los Angeles, CA 90080

Account number:	1459318994
Type of Account:	DDA (Checking)
Active ACH Blocks/Filters on file:	Yes
Routing number ACH/EFT:	121000358
Routing number DOM. WIRES:	026009593
SWIFT Code INTL WIRES:	BOFAUS3N
Account Name:	University of Southern California USC Wire Account
Account Address:	3500 South Figueroa Street, STE. 110 Los Angeles, CA 90089

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. UNIVERSITY OF SOUTHERN CALIFORNIA		
	2 Business name/disregarded entity name, if different from above MAILING ADDRESS: USC Race and Equity Center, 635 Downey Way, VPD 214 Los Angeles, CA 90089		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		Exempt payee code (if any) <u>5</u>
	5 Address (number, street, and apt. or suite no.) See instructions. UNIVERSITY GARDENS BLDG, STE 205		Exemption from FATCA reporting code (if any) <u>A</u> <small>(Applies to accounts maintained outside the U.S.)</small>
	6 City, state, and ZIP code LOS ANGELES, CA 90089-8006		Requester's name and address (optional)
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	5	-	1	6	4	2	3	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/6/2020</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

USC Race and Equity Center

Appendix A

CALIFORNIA COMMUNITY COLLEGE EQUITY LEADERSHIP ALLIANCE

The University of Southern California is home to a dynamic research and organizational improvement center that helps professionals in K-12 schools, community colleges and four-year postsecondary institutions, corporations, and other contexts strategically develop and achieve equity goals, better understand and correct climate problems, avoid and recover from diversity-related crises, and foster sustainable cultures of inclusion. Evidence, as well as scalable and adaptable models of success, inform our rigorous approach.

The USC Race and Equity Center is pleased to announce the launch of our new **California Community College Equity Leadership Alliance**. Extensive prior experience developing high-quality learning opportunities for professionals across a range of community colleges, as well as deep expertise on assessing climates of inclusion for people of color and other marginalized groups, uniquely poises us to offer an array of useful experiences and tools. Detailed below are three resources the Center is offering every Alliance member college.

Racial Equity eConvening Series

Beginning in June 2020, the Center will annually host a dozen eConvenings, each on a particular aspect of racial equity. These high-quality professional learning experiences will be held virtually throughout the year, one per month. Each will focus on one specific topic – see an **abbreviated** list below in Table 1. Four-hour learning modules will be delivered by the 62 experts who teach in our USC Equity Institutes. These instructors are well respected leaders of national higher education associations, highly-cited professors who study race relations and people of color, chief diversity officers and other experienced administrators, and specialists from the USC Race and Equity Center. eConvening modules will focus mostly on strategies and practical approaches. While credible research will undergird them, modules will not be theoretical, abstract, or inaccessibly academic. These four-hour professional learning experiences will be highly engaging. Instructors will use contemporary cases of equity dilemmas and racial crises on community college campuses. Emphasis will be placed on learning from sagas that have recently occurred elsewhere; learning how to get ahead of situations and reducing risk of crisis; and learning actionable equity leadership strategies. Participants will also learn about evolving trends pertaining to diverse community college students and employees.

Table 1. Abbreviated List of eConvening Topics

Accountability and Incentives for Advancing Racial Equity
Confronting Explicit Acts of Racism and Racial Violence on Campus
Creating Equitable Pathways to Leadership Roles for Employees of Color
Disaggregating Data to Identify Racial Inequities
Eliminating Racial Disproportionality in Student Transfer Rates
Fostering and Sustaining Inclusive Classrooms for Students of Color
Hiring and Retaining Faculty of Color
Implementing AB 705 and Other Legislation in Equitable Ways
Meaningfully Integrating Race Across the Curriculum
Opposing the Erasure of Asian Americans, Pacific Islanders, and Native Americans
Productively Resolving Racial Tensions among Black and Latinx Classified Employees
Recruiting and Strategically Diversifying Staff at All Levels
Strategic Planning for Racial Equity
Using Survey Data to Improve Campus Racial Climate

+ Note: This slate is abbreviated. Several additional eConvening topics will be offered annually over the lifespan of the Alliance.

The first three hours of each eConvening will be devoted to content delivery. In the final hour, representatives from each institution will be taught how to teach what they have learned to other colleagues on their campuses. They will return to work that same day with shareable tools and resources. This will reduce the necessity for and cost of bringing in outside consultants to deliver one-time, disjointed equity-related workshops. There is no registration cost for up to five representatives (faculty and/or staff) per college per eConvening. A college can send the same five employees to all 12 eConvenings, or a total of 60 different representatives across the dozen eConvenings offered annually.

VIRTUAL EQUITY RESOURCE PORTAL

The Center is developing an online repository of resources and tools for Alliance member colleges. Downloadable equity-related rubrics, readings, case studies, videos, slide decks, and conversation scripts will be included in the portal and accessible to **all** employees at member colleges. Additionally, experts from the Center will occasionally write and upload two-page briefs in response to equity-related questions that employees from member colleges post to the platform. In two pages, we will answer the question, succinctly summarize what research says about the topic, highlight evidence-based best practices, and conclude with a clear recommendation for action. **Every** employee across all levels at each Alliance member college will have 24/7 full access to the virtual resource portal.

THREE CAMPUS CLIMATE SURVEYS

The Center's National Assessment of Collegiate Campus Climates (NACCC) has been administered to more than 500,000 students at colleges and universities in every geographic region of the United States, including 11 California community colleges. The NACCC is a rigorous, expert-validated quantitative survey that measures belonging and inclusion, the frequency and depth of cross-cultural interactions, students' appraisals of institutional commitment to diversity and inclusion, and other related topics.

Using the NACCC as our guide, the Center is developing a pair of workplace climate surveys for Alliance member colleges: one for staff at all levels, and another for faculty (including full-time, adjunct, and part-time instructors). These two surveys will focus on topics like employees' perceptions of equitable opportunities for promotion and advancement; sense of belonging; how different groups of employees differently experience the workplace environment; employees' encounters with racism, sexism, homophobia, transphobia, and other -isms at work; employee satisfaction with the College's responses to reports of abuse, unfair treatment, and climate problems; and appraisals of the College's commitment to equity.

Alliance member colleges will benefit from this trio of campus climate surveys on a three-year rotational basis – the student survey in year one, the faculty survey in year two, and the staff survey in the third year of membership. The Center will manage data collection and analysis. Each Alliance member college will receive written reports with its results and practical recommendations, as well as data files with de-identified responses. Colleges will be able to disaggregate survey data by race, gender, sexual orientation, (dis)ability, and other demographic variables. Also, colleges will be able to disaggregate data from the two employee surveys by role type and level. Additionally, for each survey we will be able to tell colleges how they compare to others in the Alliance.

CONTACT

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Clifford and Betty Allen Chair in Urban Leadership

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Website: <https://race.usc.edu>

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

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of Professional Services Agreement with Interact Communications, Inc. for a Rancho Santiago Adult Education Consortium Marketing Campaign	
Action:	Request for Approval	

BACKGROUND

Through the AB104 California Adult Education Program (CAEP), formerly Adult Education Block Grant, the State Chancellor's Office has apportioned funds to consortia throughout the state to expand and improve opportunities for educational and workforce services for adult learners. Santiago Canyon College, Division of Continuing Education, on behalf of The Rancho Santiago Adult Education Consortium (RSAEC) seeks to enter into a Professional Services Agreement with Interact Communications, Inc. for the purpose of launching a region-wide marketing campaign to improve and expand marketing, communication and recruitment efforts for adult education students. The attached Professional Services Agreement describes the scope of work, cost of services, and deliverables.

ANALYSIS

The RSAEC will work with Interact Communications to implement a marketing and media buying plan from August 11, 2020 to June 30, 2021 with the goal to increase brand loyalty, increase awareness of noncredit offerings to prospective students, and increase student enrollments in CAEP programs. This agreement will enhance a similar initiative that has been completed by the RSAEC, but with a new focus on capturing enrollments in specific CAEP programs with an emphasis on COVID-19 related barriers.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with Interact Communications, Inc. for a Rancho Santiago Adult Education Consortium Marketing Campaign as presented.

Fiscal Impact:	\$250,000 (CAEP Funds)	Board Date: August 10, 2020
Prepared by:	Christine Gascon, Interim Dean of Instruction and Student Services Jim Kennedy, Vice President, Continuing Education	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santiago Canyon College Division of Continuing Education and Interact Communications, having its principal business address located at 550 Seagaze Drive, #9, Oceanside, California 92054 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on August 11, 2020, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Chrissy Gascon
Interim Dean of Instruction and Student Services
CWPC, 1572 N. Main Street
Orange, CA 92867

Contractor: Interact Communications
500 Seagaze Drive #9
Oceanside, CA 92054

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

- 33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
- 34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __

Print Title: __

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.

Menu of Options

Creative Work

Interact will create new and/or refreshed collateral for RSAEC, which could include static social and digital ads, videos, radio and bus ads for programs in need of more visibility and enrollment growth, as defined by each college. The following is a list of possible collateral and pricing:

Social and Digital Ad Set

Interact Communications' writers will write content for digital ads and our creative team will design fresh ads using college-provided photography and any graphical elements desired by the college in a consistent manner across all project pieces. In addition to Facebook and Instagram, the retargeting ads can be used in display campaigns, such as Geofencing. Up to two rounds of revisions are included at no additional cost. Additional revisions will be charged a flat rate of \$150 an hour, billed on an hourly basis.

Social media and digital ad set will include ads in the following sizes (22 ads total):

Interact Communications will provide services beginning upon receipt of the signed contract and ending on June 30, 2021.

- Two Unique Facebook ads: 1200x628
- Two Unique Instagram ads: 600x600
- Retargeting set 1 (one unique ad in 8 sizes): 160x600, 300x250, 300x600, 300x100, 320x50, 300x60, 728x90, 970x250
- Retargeting set 2 (one unique ad in 8 sizes): 160x600, 300x250, 300x600, 300x100, 320x50, 300x60, 728x90, 970x250
- Two Unique Facebook/Instagram Static Story ads

Cost: \$6,600

Digital Designs

The individual cost to write and design the following pieces are listed below. Our creative team will write and design fresh ads using college-provided photography and any required graphical elements, such as logos. Up to two rounds of revisions are included at no additional cost. Additional revisions will be charged a flat rate of \$150 an hour, billed on an hourly basis

Facebook Ad with post text

Cost: \$500

Instagram Ad with post text

Cost: \$500

Retargeting Ad

Cost: \$375

Social and Digital Ad Set “Refresh”

The Interact Communications creative team will update an existing ad set by maintaining the ad design and replacing photography and making edits to ad text. Interact will use college-provided photography and any graphical elements desired by the college, such as new logos. This does not include new ad messaging or revisions to the ad design. Up to two rounds of revisions are included at no additional cost. Additional revisions will be charged a flat rate of \$150 an hour, billed on an hourly basis.

Social media and digital ad set refresh will update existing ads in the following sizes (10 ads total):

- One Unique Facebook ads: 1200x628
- One Unique Instagram ads: 600x600
- Retargeting set 1 (8 total): 160x600, 300x250, 300x600, 300x100, 320x50, 300x60, 728x90, 970x250

Cost: \$500 per set

Program Marketing Toolkit

For each of RSAEC’s adult education and noncredit programs, Interact Communications will provide writing, design, and layout services for a suite of materials that will help raise awareness of and promote enrollment in noncredit certificate programs. Interact’s writers will research and write content and our designers will use college-provided photography and any graphical elements desired by the college in a consistent manner across all project collateral. The toolkit will include:

- One brochure
- One postcard
- One poster
- One flyer
- One Instagram ad (designed ad with accompanying text)
- One Facebook ad (designed ad with accompanying text)
- One :30-second photography-based, animated video that highlights the main attributes of the program and which is targeted to a specific audience. Includes static ad for YouTube 300x60.

Toolkit Revisions: Interact will create one design for each type listed above. Up to two rounds of revisions are included at no additional cost. Additional revisions will be charged a flat rate of \$150 an hour, billed on an hourly basis. The cost is for design only and does not include printing or distribution.

Cost: \$6,750 per toolkit

Print Designs

The individual cost to write and design the following pieces are listed below. Our creative team will use college-provided photography and any required graphical elements, such as logos. Up to two rounds of revisions are included at no additional cost. Additional revisions will be charged a flat rate of \$150 an hour, billed on an hourly basis. The cost does not include printing or distribution.

Postcard

Cost: \$500

Brochures

Cost: \$1,500

Poster or Flyer

Cost: \$375

Email Refresh

Interact Communications will write and update emails for RSAEC that can target students who have applied but not enrolled or students who have attended but not returned (stop-outs). We will use the existing RSAEC email design as a template. Up to two rounds of revisions are included at no additional cost. Additional revisions will be charged a flat rate of \$150 an hour, billed on an hourly basis.

Cost: \$850 per email

Video

The Interact Communications creative team will use college-provided photography and any required graphical elements, such as logos, to create a still-photography video with animated text and music. Up to two rounds of revisions are included at no additional cost. Additional revisions will be charged a flat rate of \$150 an hour, billed on an hourly basis. The cost does not include printing or distribution.

15-Second Video

Cost: \$3,000 per video (\$250 discount per video for 5 or more)

30-Second Video

Cost: \$3,500 per video (\$250 discount per video for 5 or more)

Radio Ads

The Interact Communications creative team will create one 30-second radio ad that can be used in traditional or digital radio, including writing the script, providing voice talent and production. Up to two rounds of revisions are included at no additional cost. Additional revisions will be charged a flat rate of \$150 an hour, billed on an hourly basis.

Cost: \$1,250 per ad

Pandora and Spotify Static Ads

Digital radio platforms require static ads to display online. The Interact creative team will create these ads based on the required specifications. Up to two rounds of revisions are included at no additional cost. Additional revisions will be charged a flat rate of \$150 an hour, billed on an hourly basis.

Cost: \$250 per ad

Media Buy

Interact Communications is on the cutting edge of innovative online marketing techniques that keep college messaging in the public eye. Interact can purchase social media advertising on multiple platforms, including Facebook, Instagram, Snapchat, and YouTube. We can target by demographics, location, behavior, and personal email addresses that are linked to accounts. In addition, users who interact with your social media advertisements by clicking through to your website can be retargeted by digital ads that will follow them around the internet for up to 30 days following initial engagement. Interact will provide the marketing plan as well as monthly reports on each campaign, including impressions, website visits, video view, and other data. A 10% media buying management fee is applied to the media buying total and not included in the minimum pricing below.

Facebook and Instagram Custom Campaign

In addition to advertising on Facebook and Instagram, the Custom Campaign offers access to tactics such as remarketing, CRM targeting, content and behavioral marketing and advertising in other languages to name a few.

Cost: \$2,000 per month
10 months recommended

YouTube

YouTube advertising helps you reach target audiences through online video on the world's leading platform.

Cost: \$1,000 per month
10 months recommended

YouTube (Spanish)

YouTube advertising helps you reach Spanish-speaking audiences through online video on the world's leading platform.

Cost: \$1,000 per month
10 months recommended

Targeted Display

This display campaign can incorporate any or all targeting tactics to drive conversions and key performance indicators (KPI) and has the ability to adjust spending between tactics for optimal performance. Tactic options include behavioral/content targeting, geofence, website remarketing, website lookalike audience targeting, keyword search retargeting, and OTT.

Cost: \$500 per tactic, per month, and three month minimum.
Four tactics for 10 months recommended

Pay Per Click

In a PPC campaign, we focus your budget towards the winning keyword searches and search engines that are generating conversions. The technology we use has achieved one of the highest average Google AdWords Quality Scores in all North America and meets Google's high standards for creating, managing, and optimizing Google AdWords campaigns. Prior to campaign launch, we will build a full custom keyword list of different terms. Over time, our software will optimize the campaign around which keywords drive conversions (calls, form submissions, enrollment), and automatically spend more budget towards keywords that are performing, not just driving clicks. If you have a phone number or use a call center, we can also track call volume and can even record calls for your review.

Cost: \$1,000 per month, four month minimum
10 months recommended

Spotify

Spotify streaming radio currently allows targeting based on demographics and geography via zip codes. Spotify tends to attract a younger audience and has about 53 million monthly active ad supported listeners, which is more than double Pandora

Cost: \$1,500-\$2,000 minimum monthly buy

Pandora

Pandora streaming radio can target listeners with greater detail than Spotify and it attracts an older audience. Pandora also has a much higher cost.

Cost: \$6,000 minimum monthly buy

Rancho Santiago Adult Education Consortium

Interact Communications will create new and refreshed collateral, which could include static social and digital ads, videos, radio and bus ads for programs in need of more visibility and enrollment growth, as defined by the college. Develop a media buying plan that may include digital strategies such as Facebook/Instagram, YouTube, Snapchat and remarketing, and could include traditional media buys such as bus placements and/or radio. All work will be charged at our best client hourly rates. All media buys will include a 10% management fee.

Total cost not to exceed: \$250,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Student Services

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of Affiliation Agreement with the University of California San Francisco School of Medicine on behalf of the Bixby Center of Global Reproductive Health	
Action:	Request for Approval	

BACKGROUND

The University of California San Francisco (UCSF) School of Medicine, on behalf of the Bixby Center of Global Reproductive Health, is requesting to enter into an Affiliation Agreement with the Rancho Santiago Community College District (RSCCD), on behalf of Santiago Canyon College (SCC), to conduct a study to test an intervention to increase awareness of contraception and health protective behaviors among community college students. The study will be conducted by Beyond the Pill, a program of the Bixby Center for Global Reproductive Health at the UCSF School of Medicine and is titled “UCSF College Health Study: A Cluster Randomized Controlled Trial” (UCSF IRB Study Number 17-23183).

ANALYSIS

Through this affiliation agreement, the Bixby Center of Global Reproductive Health will recruit and enroll 74 SCC student participants. Students will be eligible to participate if they are female, aged 18–25, English speaking, enrolled in the first year of community college, at risk of pregnancy (sexually active and not pregnant), and do not want to become pregnant in the next year. UCSF will collect data from student participants through self-administered questionnaires at baseline and at 3, 6, 9, and 12 months. UCSF will ask students to take a home pregnancy test at 6 and 12 months. In addition, UCSF will collect survey data from staff at the campus Health Center (if applicable) and/or nearby Health Centers that serve students at the beginning of the study. Sites will be involved in study activities starting August 24, 2020 for a period of approximately 12-18 months. There are several benefits to participate in this study, including access to student friendly education materials and promotion of college health services to the students. The affiliation agreement has been reviewed and accepted by RSCCD Risk Management.

RECOMMENDATION

It is recommended that the Board of Trustees approve the affiliation agreement to serve as a study site for the University of California San Francisco School of Medicine on behalf of the Bixby Center of Global Reproductive Health as presented.

Fiscal Impact:	Compensation of \$2000 as an enrolled study site Intervention sites will receive an additional \$500	Board Date: August 10, 2020
Prepared by:	Syed Rizvi, Vice President of Student Services Jennifer Coto, Ed.D., Dean of Enrollment & Support Services	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



Scope of Work for Santiago Canyon College for the UCSF College Health Study

This Agreement (“Agreement”) is between the University of California, San Francisco on behalf of the Bixby Center of Global Reproductive Health, having its principal business address located at 505 Parnassus Ave, San Francisco, Ca 94143, hereinafter called ("UCSF") and Rancho Santiago Community College District on behalf of Santiago Canyon College, 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, hereinafter called (“Supplier”).

COVID-19-Related Modifications: Due to concerns related to the COVID-19 pandemic, all in-person study procedures will be temporarily shifted to remote communication via phone and/or video.

Background

Beyond the Pill is a program of the Bixby Center for Global Reproductive Health at the University of California, San Francisco School of Medicine. Beyond the Pill is conducting a research study, “**UCSF College Health Study: A Cluster Randomized Controlled Trial**” (UCSF IRB Study Number 17-23183). Dr. Cynthia Harper is Principal Investigator on the study, which will test an intervention to increase awareness of contraception and health protective behaviors among community college students. This Scope of Work sets forth the roles and responsibilities of Santiago Canyon College (herein also “Supplier”) as an enrolled study site.

Description of Study

In the US, young women aged 18–25 experience high rates of unintended pregnancy and have limited knowledge of contraception or their pregnancy risks. The UCSF Beyond the Pill Program is conducting a cluster randomized trial to test an intervention to increase awareness of contraception and health protective behaviors among students in this age group in community colleges.

UCSF will recruit 20 community colleges in California to serve as study sites. Ten colleges will be randomly assigned to the intervention group, and ten colleges will be randomly assigned to the control group. The intervention group will receive: 1) a one-day, CME-accredited training on

contraception for staff and clinicians at the campus health center (if applicable), and/or nearby health centers that serve students, 2) one-on-one student education on birth control, 3) campus-wide student education on birth control. The control group will receive: 1) one-on-one student education on the impacts of sugar on health, and 2) campus-wide student education on sugar's health impacts.

UCSF will travel to the campus to recruit and enroll 74 students at each site for a total of 1480 student participants. Students will be eligible to participate if they are female, aged 18–25, English speaking, enrolled in the first year of community college, at risk of pregnancy (sexually active and not pregnant), and do not want to become pregnant in the next year. UCSF will collect data from student participants through self-administered questionnaires at baseline and at 3, 6, 9, and 12 months. UCSF will ask students to take a home pregnancy test at 6 and 12 months. In addition, UCSF will collect survey data from staff at the campus health center (if applicable) and/or nearby health centers that serve students at the beginning of the study and 12 months.

Benefits of Participation

Benefits for participating sites include:

- UCSF study staff to recruit student participants, deliver student education, and collect study data
- Access to student-friendly educational materials
- Help promoting any available college health services
- Financial compensation for staff time and assistance

Duties of Sites

Sites will be involved in study activities for a period of approximately 12–18 months.

Each site will be responsible for the following:

- 1. Participate in training (INTERVENTION GROUP ONLY).**
 - (a) Participate in training follow-up and support as needed, including consultations on clinical, reimbursement, referral, clinic flow, or other issues related to contraceptive methods (if applicable).
- 2. Identify and provide places on campus for UCSF to recruit and meet with student participants.**
 - (a) Identify and reserve well-trafficked areas on campus where UCSF staff can recruit student participants.
 - (b) Provide two private spaces where UCSF staff can enroll and educate students.

3. Participate in dissemination of campus-wide education.

- (a) Provide a classroom or auditorium where a UCSF health educator can provide a health presentation to students (INTERVENTION GROUP ONLY).

Contacts

The primary UCSF contacts for this project are the Principal Investigator Dr. Cynthia Harper (cynthia.harper@ucsf.edu), the Co-Investigator Dr. Jennifer Yarger (jennifer.yarger@ucsf.edu), and the Study Coordinator Marta Cabral (marta.cabral@ucsf.edu).

Compensation

Study sites will be compensated up to \$2000 for participating as an enrolled study site. Intervention sites will receive an additional \$500 for providing space for the on-site training.

Payment	Milestone	Notes
\$1000	Initiation of student enrollment	
\$1000	Completion of student enrollment	
\$500	Completion of the training	Intervention sites only

Other Terms:

- I. **Term:** As applicable, the term of the Agreement (“Initial Term”) shall be from August 24, 2020 for a duration not to exceed 12 – 18 months. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- II. **Indemnity:**
 - A.** To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including, without limitation, claims for loss or damage to any property or the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt

notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

B. To the fullest extent permitted by law, UC will defend, indemnify, and hold harmless Supplier, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including, without limitation, claims for loss or damage to any property or the performance hereunder of UC, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by UC, or any person or persons under UC's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of UC, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by UC, or any person or persons under UC's direction and control. Supplier agrees to provide UC with prompt notice of any such claim or action and to permit UC to defend any claim or action, and that Supplier will cooperate fully in such defense. Supplier retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

C. Insurance: Supplier and University each agree to effect and maintain, adequate comprehensive public liability and property damage insurance or self-insurance for the term of the agreement with combined single limits as follows: (1) Each Occurrence: \$1,000,000; (2) Products/Completed Operations Aggregate: \$2,000,000; (3) Personal and Advertising Injury: \$1,000,000; and (4) General Aggregate: \$2,000,000.

Supplier and University each agree to maintain Workers' Compensation as required under California State Law.

If the above insurance is written on a claims made form, it shall continue for three years following termination of the agreement. The insurance shall provide for retroactive date of placement prior to or coinciding with the effective date of the agreement. It should be expressly understood, however, that the coverages herein shall not in any way limit the liability of any party. Such provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the respective party, its officers, agents, and employees.

Each party further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the other party against other insurable hazards relating to performance.

Prior to the commencement of this contract, each party agrees to issue a Certificate of Insurance indicating compliance with the aforementioned insurance coverage

requirements. Each party agrees to provide the other party with certificates showing such insurance to be in force, and naming the other party as an additional insured.

D. Use of Name: Supplier will not use the name of the University or its employees or consultants in any advertisement, press release or other publicity without the prior written approval of the University. Supplier understands that California Education Code Section 92000 provides that the name “University of California” is the property of the State of California and that no person shall use that name without permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his designee.

E. Americans with Disabilities Act Compliance: Supplier acknowledges that it complies with California and federal disabilities laws and regulations.

F. Equal Opportunity Affirmative Action: Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: “This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

G. Audit Requirements: The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the California State Auditor or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement, or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier’s pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will

be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

- H. Termination:** 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.
- I. Force Majeure:** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, terrorism, epidemics and pandemics; national, regional or state emergency; quarantine restrictions; laws proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. In the event of any occurrence contemplated under this provision, University shall be entitled to receive a refund of its deposit and/or all funds University has advanced to Supplier.
- J. Payment Terms:** 2% 10 net 30 after receipt of correct invoice or goods/services, whichever is the later.
- K. General:** This Agreement (i) will be governed by and construed in accordance with the laws of the State of California and controlling federal law, excluding California's conflict of law rules, (ii) embodies the final and exclusive understanding between the parties with respect to the Scope of Services and supersedes all previous agreements or understandings between the parties, (iii) may be signed in counterparts, each of which will be an original and both of which will constitute one and the same document and (iv) may only be amended in a writing signed by each party hereto. Supplier will not assign this Agreement or any of its rights or obligations hereunder without University's prior written consent. The parties are entering into this Agreement as independent parties and nothing herein will be deemed to create an employer/employee, principal/agent or joint venture relationship.

Notices: Official notices should be sent to the following name and address.

Jennifer Yarger, Ph.D.
UCSF Beyond the Pill Program, Bixby Center for Global Reproductive Health
Box 1224
550 16th Street, 3rd floor
San Francisco, CA
94143

The parties hereby agree that the revised provisions contained in this contract supersede any previously executed agreement where applicable. Supplier's signed acknowledgement of this contract and/or the provisions of any of the services stipulated in this contract constitutes acceptance of all terms and conditions contained herein and attached hereto. This Agreement constitutes the entire

understanding of the parties with respect to the rights and obligations contemplated herein and supersedes any prior understanding between them, whether oral or written, respecting the same subject matter.

**Rancho Santiago Community College District
on behalf of Santiago Canyon College**

University of California, San Francisco

Signature

Date

Peter J. Hardash

Name

Business Operations/Fiscal Services

Title

Signature

Date

Jennifer Yarger, Ph.D.

Co-Investigator

Beyond the Pill Program

Bixby Center for Global Reproductive Health

University of California, San Francisco

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

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of Amendment #1 to Agreement with the Orange County Transportation Authority for a Continuing Education College Pass Program	
Action:	Request for Approval	

BACKGROUND

Since August 28, 2017, the District, on behalf of the continuing education programs at Santa Ana and Santiago Canyon Colleges has participate in a pilot bus pass program with the Orange County Transportation Authority (OCTA). The current agreement expires 8/31/20 and includes an option to extend the agreement for an additional two academic years ([August 14, 2017 Docket Item *3.3](#)). The attached amendment is to exercise that option for an additional one year and includes modifications to the original agreement.

ANALYSIS

The attached amendment to extend the original agreement for an additional one year term includes the following modifications:

- Extends the termination date of the agreement to 8/31/21 while maintaining an option to extend the agreement for an additional one year term (9/1/21 through 8/31/22).
- Expands the eligibility of the program to all continuing education students in the District. The original agreement limited eligibility to students enrolled for at least 12 hours per week in a program identified as being part of the California Adult Education Program (CAEP).
- Adjusts the rates to a simple fixed rate of \$0.68 per actual boardings (Exhibit A). The current rate of the program was calculated at \$1.02 per boarding and accounted for the number of eligible students in CAEP as well as the number of riderships in prior terms. Over a two year period, there were 713,885 boardings resulting in an average annual cost to the District of just under \$365,000 and paid from CAEP funds (categorical project). This change in the rate is expected to result in a reduction of approximately \$120,000 per year.
- Includes a disclosure about potential modifications to OCTA’s ridership system due to COVID-19 (Exhibit B).

All other terms and conditions of the original agreement will remain in full force and effect.

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment #1 to Agreement with the Orange County Transportation Authority for a Continuing Education Pass Program as presented.

Fiscal Impact:	\$0.68 per boarding	Board Date: August 10, 2020
Prepared by:	James Kennedy, Ed.D., Vice President, SAC and SCC Continuing Education	
Submitted by:	Jose F. Vargas, Interim President, SCC Marilyn Flores, Ph.D., Interim President, SAC	
Recommended by:	Marvin Martinez, Chancellor	

**AMENDMENT NO. 1 TO
AGREEMENT NO. C-7-1871**

1 “Is registered as a Continuing Education Student with the DISTRICT.”

2 2. Amend **ARTICLE 4. TERM OF AGREEMENT**, Page 4 of 13, to delete in its entirety
3 and replace with the following:

4 A. “The term of this Agreement shall commence on the date of execution and remain in effect
5 for a four (4) year term, starting August 28, 2017 through August 31, 2021, unless earlier terminated or
6 extended as provided in this Agreement.

7 AUTHORITY and DISTRICT may mutually elect to extend the term of this Agreement in writing
8 up to an additional one (1) consecutive Academic Year, continuing through and including the day prior to
9 the Fall term of Academic Year 2022-2023, unless earlier terminated by either Party in accordance with
10 the terms and conditions outlined in this Agreement.”

11 4. Amend **ARTICLE 5. TERMS OF PAYMENT**, Pages 5 and 6 of 13, to delete in its
12 entirety and replace with the following:

13 A. “The intent of the Continuing Education College Pass Pilot Program is the transportation
14 costs paid by the DISTRICT shall be revenue-neutral, and equal to AUTHORITY’s cost to provide
15 services to the Students. The usage and cost of the service provided will be evaluated at the end of each
16 of the Fall and Spring semesters in order to adjust the cost for the following academic year.

17 B. For each year of the Agreement, the transportation costs shall be calculated as follows:

18 a. Within 30 days following the end of each semester, AUTHORITY will determine
19 the number of STUDENT boardings.

20 b. AUTHORITY will calculate the actual revenue cost of the semester boardings,
21 based on the AUTHORITY system-wide average cost per boarding during the semester.

22 c. The transportation cost per Student for the following semester will be the actual
23 revenue cost of the semester boardings divided by the total number of eligible Students for the semester.

24 C. This calculation process shall be repeated for both the Fall and Spring semesters. The
25 calculated cost of the service provided will be used to set the transportation costs for the DISTRICT
26 semesters for the next year of the Agreement.

**AMENDMENT NO. 1 TO
AGREEMENT NO. C-7-1871**

1 D. The First Academic Year, 2017-2018, shall be subsidized through the state cap-and-trade
2 Low Carbon Transit Operations Program (LCTOP) up to, but not to exceed, a limit of Three Hundred
3 Thousand Dollars (\$300,000) for the first academic year. Should the calculated costs to provide the
4 service exceed this limit during the first year, the DISTRICT shall pay any costs beyond the Three
5 Hundred Thousand Dollars (\$300,000) limit.

6 a. AUTHORITY shall, on a monthly basis, provide DISTRICT a monthly invoice
7 documenting student ridership, and a statement of any amounts owed by DISTRICT to AUTHORITY.

8 b. Payment for the actual bus usages, beyond the first-year limit of \$300,000, shall
9 be provided to AUTHORITY by DISTRICT within thirty (30) days of receipt of AUTHORITY's monthly
10 report which documents actual bus usage.

11 E. During the Second Academic Year, 2018-2019, and Third Academic Year, 2019-2020,
12 the transportation costs to be paid for each of the Fall and Spring semesters , shall be the calculated cost
13 per student, for either the Fall or Spring semester, multiplied by the number of enrolled, eligible Students.

14 a. DISTRICT shall pay AUTHORITY aforementioned transportation costs per eligible
15 student for the Fall and Spring semesters of academic years 2018-2019, and 2019-2020. These costs
16 shall be payable to AUTHORITY for each eligible Student, unless the Student withdraws or is no longer
17 eligible for the program prior to DISTRICT refund deadline date.

18 b. The total numbers of students per term shall be the average of the number of
19 enrolled, eligible students reported by the DISTRICT at regular sampling periods. The DISTRICT will
20 report at the end of each month within the term the total number of eligible students to the AUTHORITY.
21 Should the term close mid-month, the eligible student count on the final day of the term will be used in
22 place of the month-end value. The average of all monthly sampled values will be used as the total number
23 of students during the term.

24 F. During the Fourth Academic Year, 2020-2021, and any subsequent terms, the DISTRICT
25 shall pay AUTHORITY a fixed rate(s) based on the monthly boardings by DISTRICT Continuing
26

**AMENDMENT NO. 1 TO
AGREEMENT NO. C-7-1871**

1 Education Students as set forth in Exhibit A, entitled "Price Summary Sheet," attached hereto and by this
2 reference incorporated herein and made a part of this Agreement

3 G. Accompanying each payment to AUTHORITY, DISTRICT shall provide two (2) copies of
4 a statement detailing the calculated fees being paid for the period of the corresponding semester. This
5 statement shall be signed by DISTRICT or DISTRICT's responsible agent, under penalty of perjury, and
6 shall be in the form prescribed by AUTHORITY's Accounts Receivable Department. Each statement
7 shall include:

8 1. Agreement No. C-7-1871

9 2. The Student numbers of all registered Students for the semester term, and student
10 registration status, including the number of hours in which each Student is registered.

11 3. Certification signed by DISTRICT or his/her designated alternate that the statement is
12 true, complete and correct; and

13 Any other information as agreed or requested by AUTHORITY to substantiate the validity of the
14 statement, in accordance with applicable law."

15 5. Append **EXHIBIT B, NOVEL CORONAVIRUS (COVID-19) PROGRAM**
16 **MODIFICATIONS**, to this Amendment No. 1, and by this reference incorporated and made a part of this
17 Agreement.

18 The balance of Agreement C-7-1871 remains unchanged.

19
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25 **IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 1 to Agreement
26 No. C-7-1871 to be executed as of the date of the last signature below.

**AMENDMENT NO. 1 TO
AGREEMENT NO. C-7-1871**

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RANCHO SANTIAGO CC DISTRICT

By _____

Peter J. Hardash

Vice Chancellor, Business Operations and

Fiscal Services

Date _____

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

Pia Veaspen

Department Manager, Contracts and Procurement

Date: _____

APPROVED AS TO FORM:

By _____

James M. Donich

General Counsel

Date: _____

PRICE SUMMARY SHEET

Rate Schedule

Service Provided	Fixed Rate Fall 2020 – Spring 2021	Fixed Rate Fall 2021 – Spring 2022
Fixed-Route Student Bus Boarding	\$0.68	TBD

Any additional fares incurred beyond the local fixed-route fare remain the responsibility of the individual student. The additional cost will be in accordance with the AUTHORITY's Schedule of Tariffs in effect at the time of the boarding.

NOVEL CORONAVIRUS (COVID-19) PROGRAM MODIFICATIONS

Due to changes to service operation caused by the novel coronavirus (COVID-19), OCTA may temporarily not be able to use its regular pass usage and ridership systems, such as the farebox or mobile card reader.

When OCTA is unable to use its farebox or mobile card readers to report actual ridership, an estimate figure will be used for reporting. This estimate will also be used to calculate costs to be charged to the college, for agreements that use actual ridership to calculate amount owed by the college to OCTA.

OCTA will only use estimated ridership when it is not able to provide actual ridership figures and will resume providing actual ridership once possible. Any estimated ridership will be clearly noted as an estimate.

If prior year College Pass ridership is available:

- OCTA will estimate ridership using the Prior Year Actual Ridership by the college, adjusted by that month's systemwide change in ridership from the prior year. For example, if June 2020 college ridership is not available, college pass ridership will be estimated by June 2019's actual college pass ridership, decreased by the systemwide decrease in ridership for June 2020.

If prior year College Pass ridership is not available:

- OCTA will estimate student ridership for the prior year, based on student pass activity adjacent to college campuses. This estimate will then be adjusted by that month's systemwide change in ridership.

If using the prior year ridership as a basis for the estimate is not feasible (as might be the case due to changes in student eligibility or enrollment in the College Pass Program), OCTA will develop an estimate using sampling, student survey / polling, or other analytical methods to determine the best available estimate of current ridership for reporting and/or billing purposes.

Rancho Santiago Comm Coll District

Board Meeting of 08/10/20

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 06/30/20 Thru 07/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68466	General Fund Unrestricted	191,726.13	0.00	191,726.13	92*0539195	92*0539293
68467	General Fund Unrestricted	129,360.00	0.00	129,360.00	92*0539392	92*0539392
68468	General Fund Unrestricted	117,906.37	35.02	117,871.35	92*0539304	92*0539387
68472	General Fund Unrestricted	102,295.83	0.00	102,295.83	92*0539393	92*0539468
68480	General Fund Unrestricted	3,332.80	0.00	3,332.80	92*0539518	92*0539532
68481	General Fund Unrestricted	103,701.44	0.00	103,701.44	92*0539533	92*0539635
68483	General Fund Unrestricted	2,735,535.49	2,714,470.41	21,065.08	92*0539637	92*0539644
68484	General Fund Unrestricted	41,589.61	0.00	41,589.61	92*0539645	92*0539645
68485	General Fund Unrestricted	975,021.03	0.00	975,021.03	92*0539648	92*0539761
68489	General Fund Unrestricted	2,915,878.93	0.00	2,915,878.93	92*0539780	92*0539793
68492	General Fund Unrestricted	118,526.53	0.00	118,526.53	92*0539797	92*0539820
68495	General Fund Unrestricted	3,063.27	0.00	3,063.27	92*0539844	92*0539855
68498	General Fund Unrestricted	35,158.04	0.00	35,158.04	92*0539863	92*0539888
68500	General Fund Unrestricted	189,249.90	0.00	189,249.90	92*0539890	92*0539919
68504	General Fund Unrestricted	309,033.59	0.00	309,033.59	92*0539931	92*0539967
68506	General Fund Unrestricted	6,910.00	0.00	6,910.00	92*0539970	92*0539983
68507	General Fund Unrestricted	686,878.95	0.00	686,878.95	92*0539986	92*0540066
Total Fund 11 General Fund Unrestricted		<u>\$8,665,167.91</u>	<u>\$2,714,505.43</u>	<u>\$5,950,662.48</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68261	General Fund Restricted	0.00	1,000.00	-1,000.00	92*0533247	92*0533247
68455	General Fund Restricted	0.00	108,646.95	-108,646.95	92*0539078	92*0539078
68466	General Fund Restricted	820,437.96	0.00	820,437.96	92*0539194	92*0539303
68468	General Fund Restricted	260,801.87	31.11	260,770.76	92*0539305	92*0539372
68472	General Fund Restricted	1,101,478.22	0.00	1,101,478.22	92*0539394	92*0539469
68478	General Fund Restricted	36,139.07	0.00	36,139.07	92*0539511	92*0539516
68481	General Fund Restricted	1,775,152.30	0.00	1,775,152.30	92*0539535	92*0539632
68483	General Fund Restricted	3,080.53	0.00	3,080.53	92*0539639	92*0539639
68485	General Fund Unrestricted	260,634.35	0.00	260,634.35	92*0539646	92*0539765
68489	General Fund Restricted	847.00	0.00	847.00	92*0539785	92*0539788
68492	General Fund Restricted	1,187,499.05	0.00	1,187,499.05	92*0539821	92*0539833
68495	General Fund Restricted	17,410.60	0.00	17,410.60	92*0539849	92*0539856
68498	General Fund Restricted	1,506.34	0.00	1,506.34	92*0539875	92*0539878
68500	General Fund Restricted	15,778.04	0.00	15,778.04	92*0539899	92*0539918
68504	General Fund Restricted	807,468.05	0.00	807,468.05	92*0539927	92*0539965
68507	General Fund Restricted	424,864.30	0.00	424,864.30	92*0539984	92*0540067
Total Fund 12 General Fund Restricted		\$6,713,097.68	\$109,678.06	\$6,603,419.62		

Checks Written for Period 06/30/20 Thru 07/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68466	GF Unrestricted One-Time Func	684,492.46	0.00	684,492.46	92*0539192	92*0539301
68468	GF Unrestricted One-Time Func	64,602.50	0.00	64,602.50	92*0539316	92*0539373
68472	GF Unrestricted One-Time Func	83,689.72	0.00	83,689.72	92*0539424	92*0539466
68478	GF Unrestricted One-Time Func	113,000.00	0.00	113,000.00	92*0539510	92*0539514
68481	GF Unrestricted One-Time Func	352,148.69	0.00	352,148.69	92*0539538	92*0539633
68485	General Fund Unrestricted	40,788.11	0.00	40,788.11	92*0539647	92*0539753
68489	GF Unrestricted One-Time Func	563.75	0.00	563.75	92*0539784	92*0539791
68492	GF Unrestricted One-Time Func	14,441.17	0.00	14,441.17	92*0539801	92*0539841
68495	General Fund Unrestricted	3,570.00	0.00	3,570.00	92*0539846	92*0539848
68498	General Fund Unrestricted	15,400.44	0.00	15,400.44	92*0539862	92*0539886
68500	GF Unrestricted One-Time Func	29,825.51	0.00	29,825.51	92*0539891	92*0539916
68504	GF Unrestricted One-Time Func	11,842.00	0.00	11,842.00	92*0539930	92*0539958
68507	General Fund Unrestricted	5,332.10	0.00	5,332.10	92*0539992	92*0540028
Total Fund 13 General Fund Unrestricted		\$1,419,696.45	\$0.00	\$1,419,696.45		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68461	Child Development Fund	5,776.04	0.00	5,776.04	92*0539179	92*0539179
68469	Child Development Fund	64.63	0.00	64.63	92*0539388	92*0539388
68473	Child Development Fund	525.38	0.00	525.38	92*0539470	92*0539470
68482	Child Development Fund	5,400.00	0.00	5,400.00	92*0539636	92*0539636
68486	Child Development Fund	7,975.36	0.00	7,975.36	92*0539766	92*0539767
68490	Child Development Fund	726.00	0.00	726.00	92*0539794	92*0539795
68493	Child Development Fund	138.26	0.00	138.26	92*0539842	92*0539842
68501	Child Development Fund	15,240.00	0.00	15,240.00	92*0539920	92*0539921
68505	Child Development Fund	1,430.00	0.00	1,430.00	92*0539968	92*0539969
68508	Child Development Fund	1,985.07	0.00	1,985.07	92*0540068	92*0540070
Total Fund 33 Child Development Fund		\$39,260.74	\$0.00	\$39,260.74		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68462	Capital Outlay Projects Fund	87,175.61	0.00	87,175.61	92*0539180	92*0539185
68470	Capital Outlay Projects Fund	7,500.00	0.00	7,500.00	92*0539389	92*0539389
68474	Capital Outlay Projects Fund	494,187.48	0.00	494,187.48	92*0539471	92*0539491
68479	Capital Outlay Projects Fund	26,337.00	0.00	26,337.00	92*0539517	92*0539517
68487	Capital Outlay Projects Fund	411,972.86	0.00	411,972.86	92*0539768	92*0539777
68499	Capital Outlay Projects Fund	2,796.48	0.00	2,796.48	92*0539889	92*0539889
68509	Capital Outlay Projects Fund	8,063.92	0.00	8,063.92	92*0540071	92*0540075
Total Fund 41 Capital Outlay Projects Fun		\$1,038,033.35	\$0.00	\$1,038,033.35		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68463	Bond Fund, Measure Q	16,015.75	0.00	16,015.75	92*0539186	92*0539187
68471	Bond Fund, Measure Q	1,165,733.78	0.00	1,165,733.78	92*0539390	92*0539391
68475	Bond Fund, Measure Q	320,525.92	0.00	320,525.92	92*0539492	92*0539504
68488	Bond Fund, Measure Q	17,468.00	0.00	17,468.00	92*0539778	92*0539779
68491	Bond Fund, Measure Q	10,033.68	0.00	10,033.68	92*0539796	92*0539796
68497	Bond Fund, Measure Q	789,688.93	0.00	789,688.93	92*0539858	92*0539861
Total Fund 43 Bond Fund, Measure Q		\$2,319,466.06	\$0.00	\$2,319,466.06		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68464	Property and Liability Fund	5,712.97	0.00	5,712.97	92*0539188	92*0539189
68476	Property and Liability Fund	18,183.47	0.00	18,183.47	92*0539505	92*0539507
68494	Property and Liability Fund	16,978.00	0.00	16,978.00	92*0539843	92*0539843
68510	Property and Liability Fund	262.97	0.00	262.97	92*0540076	92*0540076
Total Fund 61 Property and Liability Fund		\$41,137.41	\$0.00	\$41,137.41		

Checks Written for Period 06/30/20 Thru 07/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68465	Workers' Compensation Fund	17,090.24	0.00	17,090.24	92*0539190	92*0539191
68477	Workers' Compensation Fund	21,833.69	0.00	21,833.69	92*0539508	92*0539509
68502	Workers' Compensation Fund	30,086.90	0.00	30,086.90	92*0539922	92*0539922
68511	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0540077	92*0540077
Total Fund 62 Workers' Compensation Fu		\$70,848.33	\$0.00	\$70,848.33		

Checks Written for Period 06/30/20 Thru 07/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68496	Student Financial Aid Fund	700.00	0.00	700.00	92*0539857	92*0539857
68503	Student Financial Aid Fund	33,275.75	0.00	33,275.75	92*0539923	92*0539926
Total Fund 74 Student Financial Aid Fund		\$33,975.75	\$0.00	\$33,975.75		

SUMMARY

Total Fund 11 General Fund Unrestricted	5,950,662.48
Total Fund 12 General Fund Restricted	6,603,419.62
Total Fund 13 General Fund Unrestricted	1,419,696.45
Total Fund 33 Child Development Fund	39,260.74
Total Fund 41 Capital Outlay Projects Fund	1,038,033.35
Total Fund 43 Bond Fund, Measure Q	2,319,466.06
Total Fund 61 Property and Liability Fund	41,137.41
Total Fund 62 Workers' Compensation Fund	70,848.33
Total Fund 74 Student Financial Aid Fund	33,975.75
Grand Total:	<u><u>\$17,516,500.19</u></u>

Checks Written for Period 06/29/20 Thru 07/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A2007104	SAC Diversified Agency Fund	1,900.49	516.64	1,383.85	1A*0002343	1A*0002348
1A2007211	SAC Diversified Agency Fund	9,121.67	0.00	9,121.67	1A*0002349	1A*0002352
1A2007318	SAC Diversified Agency Fund	573.92	0.00	573.92	1A*0002353	1A*0002354
Total 1A SAC Diversified Agency Fund		<u>\$11,596.08</u>	<u>\$516.64</u>	<u>\$11,079.44</u>		

Checks Written for Period 06/29/20 Thru 07/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1B2006530	SAC Bookstore Fund	90,501.07	0.00	90,501.07	1B*0002464	1B*0002475
1B2007211	SAC Bookstore Fund	19,769.62	11,647.33	8,122.29	1B*0002476	1B*0002483
1B2007318	SAC Bookstore Fund	1,526.32	0.00	1,526.32	1B*0002484	1B*0002488
1B2007425	SAC Bookstore Fund	17,297.91	0.00	17,297.91	1B*0002489	1B*0002499
Total 1B SAC Bookstore Fund		\$129,094.92	\$11,647.33	\$117,447.59		

Checks Written for Period 06/29/20 Thru 07/28/20

<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>
1C2007318	SAC Community Education Fund	1,203.04	0.00	1,203.04	1C*0001265	1C*0001265
Total 1C SAC Community Education Fund		<u>\$1,203.04</u>	<u>\$0.00</u>	<u>\$1,203.04</u>		

Checks Written for Period 06/29/20 Thru 07/28/20

<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>
1S2007104	SAC Associated Students Fund	9,000.00	0.00	9,000.00	1S*0001726	1S*0001726
1S2007211	SAC Associated Students Fund	169.29	0.00	169.29	1S*0001727	1S*0001727
1S2007318	SAC Associated Students Fund	8,020.48	0.00	8,020.48	1S*0001728	1S*0001729
Total 1S SAC Associated Students Fund		<u><u>\$17,189.77</u></u>	<u><u>\$0.00</u></u>	<u><u>\$17,189.77</u></u>		

Checks Written for Period 06/29/20 Thru 07/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T2007104	SAC Diversified Trust Fund	56,869.70	0.00	56,869.70	1T*0001961	1T*0001968
1T2007211	SAC Diversified Trust Fund	4,579.57	0.00	4,579.57	1T*0001969	1T*0001973
1T2007318	SAC Diversified Trust Fund	38,803.77	0.00	38,803.77	1T*0001974	1T*0001978
1T2007425	SAC Diversified Trust Fund	4,037.52	0.00	4,037.52	1T*0001979	1T*0001979
Total 1T SAC Diversified Trust Fund		\$104,290.56	\$0.00	\$104,290.56		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	11,079.44
Total Fund 1B SAC Bookstore Fund	117,447.59
Total Fund 1C SAC Community Education Fu	1,203.04
Total Fund 1S SAC Associated Students Fun	17,189.77
Total Fund 1T SAC Diversified Trust Fund	104,290.56
Grand Total:	<u><u>\$251,210.40</u></u>

Checks Written for Period 06/29/20 Thru 07/28/20

<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>
2A2006530	SCC Diversified Agency Fund	70.85	0.00	70.85	2A*0001781	2A*0001781
2A2007211	SCC Diversified Agency Fund	620.39	0.00	620.39	2A*0001782	2A*0001783
2A2007425	SCC Diversified Agency Fund	3,522.76	0.00	3,522.76	2A*0001784	2A*0001787
Total 2A SCC Diversified Agency Fund		<u>\$4,214.00</u>	<u>\$0.00</u>	<u>\$4,214.00</u>		

Checks Written for Period 06/29/20 Thru 07/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B2006530	SCC Bookstore Fund	384.00	0.00	384.00	2B*0002263	2B*0002263
2B2007425	SCC Bookstore Fund	48,411.85	0.00	48,411.85	2B*0002264	2B*0002282
Total 2B SCC Bookstore Fund		<u>\$48,795.85</u>	<u>\$0.00</u>	<u>\$48,795.85</u>		

Checks Written for Period 06/29/20 Thru 07/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2C2007211	SCC Community Education Fund	8,985.01	0.00	8,985.01	2C*0001206	2C*0001206
2C2007425	SCC Community Education Fund	841.41	0.00	841.41	2C*0001207	2C*0001208
Total 2C SCC Community Education Fund		<u>\$9,826.42</u>	<u>\$0.00</u>	<u>\$9,826.42</u>		

Checks Written for Period 06/29/20 Thru 07/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S2006530	SCC Associated Students Fund	2,704.93	0.00	2,704.93	2S*0001439	2S*0001442
2S2007211	SCC Associated Students Fund	9,300.00	0.00	9,300.00	2S*0001443	2S*0001443
2S2007425	SCC Associated Students Fund	4,291.55	0.00	4,291.55	2S*0001444	2S*0001444
Total 2S SCC Associated Students Fund		<u>\$16,296.48</u>	<u>\$0.00</u>	<u>\$16,296.48</u>		

Checks Written for Period 06/29/20 Thru 07/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T2006530	SCC Diversified Trust Fund	3,947.74	0.00	3,947.74	2T*0001512	2T*0001518
2T2007425	SCC Diversified Trust Fund	5,811.94	0.00	5,811.94	2T*0001519	2T*0001524
Total 2T SCC Diversified Trust Fund		<u>\$9,759.68</u>	<u>\$0.00</u>	<u>\$9,759.68</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	4,214.00
Total Fund 2B SCC Bookstore Fund	48,795.85
Total Fund 2C SCC Community Education Fu	9,826.42
Total Fund 2S SCC Associated Students Fun	16,296.48
Total Fund 2T SCC Diversified Trust Fund	9,759.68
Grand Total:	<u><u>\$88,892.43</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/27/2020 To 06/30/2020
Board Meeting on 08/10/2020

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES		214,592
3000	EMPLOYEE BENEFITS	648,135	
4000	SUPPLIES & MATERIALS		3,815
5000	OTHER OPERATING EXP & SERVICES	554,161	
6000	CAPITAL OUTLAY		172
7000	OTHER OUTGO		2,500,000
7900	RESERVE FOR CONTINGENCIES	1,516,283	
Total Transfer Fund 11		\$2,718,579	\$2,718,579
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		305,369
2000	CLASSIFIED SALARIES	33,368	
3000	EMPLOYEE BENEFITS		147,258
4000	SUPPLIES & MATERIALS	1,808	
5000	OTHER OPERATING EXP & SERVICES	426,127	
6000	CAPITAL OUTLAY		149,243
7000	OTHER OUTGO	140,567	
Total Transfer Fund 12		\$601,870	\$601,870
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
1000	ACADEMIC SALARIES		228
3000	EMPLOYEE BENEFITS	228	
4000	SUPPLIES & MATERIALS		2,003
5000	OTHER OPERATING EXP & SERVICES	3,703	
6000	CAPITAL OUTLAY		1,700
Total Transfer Fund 13		\$3,931	\$3,931
<u>Fund 31: Bookstore Fund</u>			
4000	SUPPLIES & MATERIALS	5,300	
5000	OTHER OPERATING EXP & SERVICES		15,300
7900	RESERVE FOR CONTINGENCIES	10,000	
Total Transfer Fund 31		\$15,300	\$15,300
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES		42,715
2000	CLASSIFIED SALARIES	55,010	
3000	EMPLOYEE BENEFITS		22,760
4000	SUPPLIES & MATERIALS	10,559	
5000	OTHER OPERATING EXP & SERVICES		94
Total Transfer Fund 33		\$65,569	\$65,569

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/27/2020 To 06/30/2020
Board Meeting on 08/10/2020**

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET TRANSFERS	From	To
<u>Fund 41: Capital Outlay Projects Fund</u>		
6000 CAPITAL OUTLAY		457,136
7900 RESERVE FOR CONTINGENCIES	457,136	<u>457,136</u>
Total Transfer Fund 4	\$457,136	\$457,136
<u>Fund 43: Bond Fund, Measure Q</u>		
6000 CAPITAL OUTLAY		984,793
7900 RESERVE FOR CONTINGENCIES	984,793	<u>984,793</u>
Total Transfer Fund 43	\$984,793	\$984,793
<u>Fund 62: Workers' Compensation Fund</u>		
2000 CLASSIFIED SALARIES		5,000
3000 EMPLOYEE BENEFITS	5,000	<u>5,000</u>
Total Transfer Fund 62	\$5,000	\$5,000
<u>Fund 79: Diversified Trust Fund</u>		
2000 CLASSIFIED SALARIES		236,476
3000 EMPLOYEE BENEFITS		146,921
4000 SUPPLIES & MATERIALS		11,200
5000 OTHER OPERATING EXP & SERVICES		58,409
6000 CAPITAL OUTLAY	40,000	
7900 RESERVE FOR CONTINGENCIES	413,006	<u>453,006</u>
Total Transfer Fund 79	\$453,006	\$453,006
BUDGET INCREASES AND DECREASES		
	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
8100 FEDERAL REVENUES	(342)	
8600 STATE REVENUES	(796,111)	
1000 ACADEMIC SALARIES		50,637
2000 CLASSIFIED SALARIES		85,194
3000 EMPLOYEE BENEFITS		55,148
4000 SUPPLIES & MATERIALS		(27,334)
5000 OTHER OPERATING EXP & SERVICES		(734,623)
6000 CAPITAL OUTLAY		(195,065)
7000 OTHER OUTGO		<u>(30,410)</u>
Total Transfer Fund 12	\$(796,453)	\$(796,453)
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
8800 LOCAL REVENUES	56,494	
2000 CLASSIFIED SALARIES		33,014
3000 EMPLOYEE BENEFITS		3,856
6000 CAPITAL OUTLAY		<u>19,624</u>
Total Transfer Fund 13	\$56,494	\$56,494

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
 From 06/27/2020 To 06/30/2020
 Board Meeting on 08/10/2020

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 41: Capital Outlay Projects Fund</u>		
8900 OTHER FINANCING SOURCES	2,500,000	
6000 CAPITAL OUTLAY		2,500,000
Total Transfer Fund 41	\$2,500,000	\$2,500,000
<u>Fund 74: Student Financial Aid Fund</u>		
8100 FEDERAL REVENUES	24,446	
8600 STATE REVENUES	31,274	
7000 OTHER OUTGO		55,720
Total Transfer Fund 74	\$55,720	\$55,720

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/27/2020 To 06/30/2020
Board Meeting on 08/10/2020**

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.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
BC1MRUT4AJ	06/30/20		
1000	ACADEMIC SALARIES	1,314,446	
3000	EMPLOYEE BENEFITS	635,554	
5000	OTHER OPERATING EXP & SERVICES	550,000	
7000	OTHER OUTGO		2,500,000
Total Reference BC1MRUT4AJ		\$2,500,000	\$2,500,000
Reason: Adjustment			
Description: Transfer out fund from fund 11			
BCW0Z7LEU9	06/30/20		
1000	ACADEMIC SALARIES		1,516,283
7900	RESERVE FOR CONTINGENCIES	1,516,283	
Total Reference BCW0Z7LEU9		\$1,516,283	\$1,516,283
Reason: Adjustment			
Description: Cover SCC Fund 11 negative balance			
<u>Fund 12: General Fund Restricted</u>			
B026636	06/30/20		
1000	ACADEMIC SALARIES		35,139
2000	CLASSIFIED SALARIES	31,266	
3000	EMPLOYEE BENEFITS		6,612
4000	SUPPLIES & MATERIALS	8,342	
5000	OTHER OPERATING EXP & SERVICES	2,143	
Total Reference B026636		\$41,751	\$41,751
Reason: Special Project Adjustment			
Description: Cover negative balances SP 3241			
BC0JP6NKXV	06/30/20		
1000	ACADEMIC SALARIES		30,738
2000	CLASSIFIED SALARIES		35,468
3000	EMPLOYEE BENEFITS		9,228
6000	CAPITAL OUTLAY	29,423	
7000	OTHER OUTGO	46,011	
Total Reference BC0JP6NKXV		\$75,434	\$75,434
Reason: Special Project Adjustment			
Description: Balance project			
BC9MXSLFK5	06/30/20		
1000	ACADEMIC SALARIES		62,053
3000	EMPLOYEE BENEFITS		4,630
5000	OTHER OPERATING EXP & SERVICES	73,865	
7000	OTHER OUTGO		7,182
Total Reference BC9MXSLFK5		\$73,865	\$73,865
Reason: Special Project Adjustment			
Description: To balance negative accounts.			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/27/2020 To 06/30/2020
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BUDGET TRANSFERS	From	To
BCD8EQBX76 06/30/20		
1000 ACADEMIC SALARIES		46,643
2000 CLASSIFIED SALARIES		13,997
3000 EMPLOYEE BENEFITS		34,400
4000 SUPPLIES & MATERIALS		107
6000 CAPITAL OUTLAY	409	
7000 OTHER OUTGO	94,738	
Total Reference BCD8EQBX76	\$95,147	\$95,147
Reason: Special Project Adjustment		
Description: To balance negative accounts.		
BCDT6IXE7C 06/30/20		
1000 ACADEMIC SALARIES		37,505
2000 CLASSIFIED SALARIES	13,313	
3000 EMPLOYEE BENEFITS	24,201	
5000 OTHER OPERATING EXP & SERVICES		9
Total Reference BCDT6IXE7C	\$37,514	\$37,514
Reason: Special Project Adjustment		
Description: To balance negative accounts.		
BCJBGKH5UT 06/30/20		
2000 CLASSIFIED SALARIES	25,637	
3000 EMPLOYEE BENEFITS		25,637
Total Reference BCJBGKH5UT	\$25,637	\$25,637
Reason: Special Project Adjustment		
Description: Offset negative balance/project 2184		
BCP7EAM30D 06/30/20		
4000 SUPPLIES & MATERIALS		47,402
5000 OTHER OPERATING EXP & SERVICES	245,423	
6000 CAPITAL OUTLAY		198,021
Total Reference BCP7EAM30D	\$245,423	\$245,423
Reason: Special Project Adjustment		
Description: Need funds for TOEs		
BCWNY40IRU 06/30/20		
1000 ACADEMIC SALARIES	7,000	
2000 CLASSIFIED SALARIES		47,460
3000 EMPLOYEE BENEFITS		21,728
5000 OTHER OPERATING EXP & SERVICES	62,188	
Total Reference BCWNY40IRU	\$69,188	\$69,188
Reason: Special Project Adjustment		
Description: Offset negative balance Project 2183		
Fund 31: Bookstore Fund		
BCWKCGB54M 06/30/20		
4000 SUPPLIES & MATERIALS	5,000	
5000 OTHER OPERATING EXP & SERVICES		15,000
7900 RESERVE FOR CONTINGENCIES	10,000	
Total Reference BCWKCGB54M	\$15,000	\$15,000
Reason: Adjustment		
Description: Adjust for 19/20 expenses		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/27/2020 To 06/30/2020
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BUDGET TRANSFERS	From	To
<u>Fund 41: Capital Outlay Projects Fund</u>		
B026642		
06/30/20		
6000		229,136
7900		
	229,136	
Total Reference B026642	\$229,136	\$229,136
Reason:	New Budget	
Description:	SAC 19/20 schedule maintainance allocation "Building T"	
BCH61E025X		
06/29/20		
6000		90,000
7900		
	90,000	
Total Reference BCH61E025X	\$90,000	\$90,000
Reason:	Adjustment	
Description:	Fund FMR expenses	
BCV54FT2YS		
06/30/20		
6000		138,000
7900		
	138,000	
Total Reference BCV54FT2YS	\$138,000	\$138,000
Reason:	Adjustment	
Description:	Budget FPPS FY19/20 expense	
<u>Fund 43: Bond Fund, Measure Q</u>		
B026664		
06/30/20		
6000		984,793
7900		
	984,793	
Total Reference B026664	\$984,793	\$984,793
Reason:	Special Project Adjustment	
Description:	SPAJ allocate interest/interest expense to SP3035.	
<u>Fund 79: Diversified Trust Fund</u>		
BC1O48MSYT		
06/29/20		
5000		470
7900		
	470	
Total Reference BC1O48MSYT	\$470	\$470
Reason:	Adjustment	
Description:	Budget adjustment	
BC7BF6OCE3		
06/30/20		
5000		4,038
7900		
	4,038	
Total Reference BC7BF6OCE3	\$4,038	\$4,038
Reason:	New Budget	
Description:	New budget for advertising	
BCD7XCYSN5		
06/30/20		
5000		5,661
7900		
	5,661	
Total Reference BCD7XCYSN5	\$5,661	\$5,661
Reason:	Adjustment	
Description:	Adjust safety and parking account	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/27/2020 To 06/30/2020
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BUDGET TRANSFERS	From	To
BCKEBYIDF1 06/30/20		
5000 OTHER OPERATING EXP & SERVICES		5,600
7900 RESERVE FOR CONTINGENCIES	5,600	
Total Reference BCKEBYIDF1	\$5,600	\$5,600
Reason: Adjustment		
Description: Purchase promotional items		
BCM9X03UWG 06/29/20		
4000 SUPPLIES & MATERIALS		11,500
5000 OTHER OPERATING EXP & SERVICES		2,340
7900 RESERVE FOR CONTINGENCIES	13,840	
Total Reference BCM9X03UWG	\$13,840	\$13,840
Reason: Adjustment		
Description: Budget adjustment		
BCQVS1WPLK 06/30/20		
5000 OTHER OPERATING EXP & SERVICES		40,000
6000 CAPITAL OUTLAY	40,000	
Total Reference BCQVS1WPLK	\$40,000	\$40,000
Reason: Adjustment		
Description: Pending expense		
BCX3G5OCJ1 06/30/20		
2000 CLASSIFIED SALARIES		162,703
3000 EMPLOYEE BENEFITS		100,187
7900 RESERVE FOR CONTINGENCIES	262,890	
Total Reference BCX3G5OCJ1	\$262,890	\$262,890
Reason: Adjustment		
Description: Adjust safety and parking accounts		
BCZVNB89HF 06/30/20		
2000 CLASSIFIED SALARIES		73,773
3000 EMPLOYEE BENEFITS		46,734
7900 RESERVE FOR CONTINGENCIES	120,507	
Total Reference BCZVNB89HF	\$120,507	\$120,507
Reason: Adjustment		
Description: Adjust safety and parking accounts		
BUDGET INCREASES AND DECREASES		
	Revenue	Appropriation
Fund 12: General Fund Restricted		
B026627 06/29/20		
8600 STATE REVENUES	(722,789)	
5000 OTHER OPERATING EXP & SERVICES		(722,789)
Total Reference B026627	\$(722,789)	\$(722,789)
Reason: Special Project Adjustment		
Description: Transfer funds from DO to SAC SP#2182		
B026656 06/30/20		
8600 STATE REVENUES	(73,328)	
5000 OTHER OPERATING EXP & SERVICES		(73,328)
Total Reference B026656	\$(73,328)	\$(73,328)
Reason: Special Project Adjustment		
Description: Budget update for year-end closing.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/27/2020 To 06/30/2020
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BUDGET INCREASES AND DECREASES		Revenue	Appropriation
BCFLY79TV0 06/30/20			
8600	STATE REVENUES	6	
1000	ACADEMIC SALARIES		50,637
2000	CLASSIFIED SALARIES		85,194
3000	EMPLOYEE BENEFITS		55,148
4000	SUPPLIES & MATERIALS		(24,412)
5000	OTHER OPERATING EXP & SERVICES		41,597
6000	CAPITAL OUTLAY		(196,274)
7000	OTHER OUTGO		(11,884)
Total Reference BCFLY79TV0		\$6	\$6
Reason: Special Project Adjustment			
Description: Move funds for TOE to use all 254819-20			
Fund 13: GF Unrestricted One-Time Funds			
BCHPN6U9QK 06/29/20			
8800	LOCAL REVENUES	34,592	
2000	CLASSIFIED SALARIES		31,010
3000	EMPLOYEE BENEFITS		3,582
Total Reference BCHPN6U9QK		\$34,592	\$34,592
Reason: Adjustment			
Description: 13-3411 revenues to expenses			
Fund 41: Capital Outlay Projects Fund			
B026641 06/30/20			
8900	OTHER FINANCING SOURCES	2,500,000	
6000	CAPITAL OUTLAY		2,500,000
Total Reference B026641		\$2,500,000	\$2,500,000
Reason: Adjustment			
Description: Transfer funds from SAC to SP2398 RHR Project Health Science			

RECOMMENDATION

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

4.2 (8)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 06/27/2020 To 06/30/2020
Board Meeting on 08/10/2020**

BACKGROUND

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

ANALYSIS

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

INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/30/20	J060013	Overspent - FA Regional Consortia - FD 12 to FD 11	12.03
06/30/20	J060482	Overspent TANF - SAC & SCC FUND 12 - Fd 12 to Fd 11	1.57
06/30/20	J060507	Overspent CalWORKS SCC - Fund 12 - Fd 12 to Fd 11	1,207.01
06/30/20	J060519	Overspent Student FA Admin-FD12 TO FD11	3,192.43
06/30/20	J060526	Overspent SEOG SCC -FD12 TO FD11	0.10
06/30/20	J060539	Underspent CTE Data Unlocked (SAC) - FD11 to FD12	17.35
06/30/20	J060567	Overspent GOBIZ CIP - FD12 to FD11	22.23
06/30/20	J060568	Overspent LA/OC Regional Consort - FD12 to FD11	52.94
06/30/20	J060569	Overspent GOBIZ TAEP - FD12 to FD11	143.78
06/30/20	J060570	Underspent BSSOT (SAC) - FD11 to FD12	206.47
06/30/20	J060578	Underspent - CA Early Childhd Mentr Prg FD11 to FD12	13.18
06/30/20	J060609	Underspent - CARE Program from FD11 to FD12	6.44
06/30/20	J060652	Underspent SSSP Non-Credit PY (SAC) - FD11 to FD12	0.89
06/30/20	J060659	Overspent SSSP Non-Credit PY (SCC) - FD12 to FD11	3.33
06/30/20	J060664	Underspent BSI 18 - Suppl Instr & Tutoring - FD11 to FD12	15.14
06/30/20	J060681	Underspent Math Major 2 Teaching - FD11 to FD12	0.01
06/30/20	J060683	Overspent DSPTS (SAC) - FD12 to FD11	870.67
06/30/20	J060684	Overspent DSPTS (SCC) - FD12 to FD11	656.82
06/30/20	J060729	Overspent Jail 225 English as a 2nd Language (SAC) - FD12 to FD11	120.28
06/30/20	J060730	Overspent Jail 225 English as a 2nd Language (SCC) - FD12 to FD11	0.24
06/30/20	J060731	Overspent 243 English Literacy & Civic Ed (SAC) - FD12 to FD11	284.04
06/30/20	J060732	Overspent 231 Adult Secondary Edu/GED (SAC) - FD12 to FD11	317.36
06/30/20	J060733	Overspent 231 Adult Secondary Edu/GED (SAC) - FD12 to FD11	35.76
06/30/20	J060756	Underspent DSPTS PY (SCC) - FD11 to FD12	521.68
06/30/20	J060795	Overspent IT Data Services Program - FD12 to FD11	0.16
06/30/20	J060807	Overspent Hunger Free Campus 18-19 (SCC) - FD12 to FD11	38.80
06/30/20	J060816	Overspent Strong Workforce Program 16/17 (SAC) - FD12 to FD11	0.45
06/30/20	J060817	Overspent Strong Workforce Program 16/17 (SCC) - FD12 to FD11	0.23
06/30/20	J060846	Underspent CA Campus Catalyst Fund - FD11 to FD12	23.16
06/30/20	J060870	Overspent REI Pacific Clinics - FD12 to FD11	450.38
06/30/20	J060876	Overspent CTE IC (VTEA) - SAC - Television - FD12 to FD11	0.10
06/30/20	J060877	Overspent Sector Navigator Info CMU - FD12 to FD11	55.00
06/30/20	J060878	Underspent Nursing Program Support (SAC) - FD11 to FD12	75.88
06/30/20	J060880	Overspent CA Virtual Campus (SAC) - FD12 to FD11	26.97
06/30/20	J060884	Overspent MCHS COB - FUND12 TO FUND 11	288.75
06/30/20	J060887	Underspent VTEA - FD11 TO FD12	540.00
06/30/20	J060894	Underspent Adult Education Block Grant - FD 11 TO FD 12	2.52
06/30/20	J060895	Underspent Adult Education Block Grant - FD11 TO FD12 Overspent	0.23
06/30/20	J060896	Overspent EOPS - from FD12 TO FD11	4.03

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
 From 06/27/2020 To 06/30/2020
 Board Meeting on 08/10/2020**

INTERFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/30/20	J060095	Interfund tx F11 to F41 SP2398	2,500,000.00
06/30/20	J060440	Loss of Planetarium Revenue - COVID SAC	17,935.00
06/30/20	J060443	Loss of Community Service Revenue - COVID SAC	70,371.00
06/30/20	J060446	Loss of Bookstore Revenue - COVID SAC	211,762.70
06/30/20	J060447	Loss of Bookstore Revenue - COVID SCC	100,000.00
06/30/20	J060496	Covid Student Parking Refund - SAC	15,041.00
06/30/20	J060540	Covid Student Parking Refund - SCC	11,095.50
06/30/20	J060796	Interfund transfr FD11 to FD33	140,000.00

RECOMMENDATION

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

4.2 (10)

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

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of the 2020-21 Proposed Adopted Budget Assumptions	
Action:	Request for Approval	

BACKGROUND

At this meeting it is recommended the Board of Trustees review the latest budget assumptions for use in completing the Proposed 2020-21 Adopted Budget. These assumptions have been reviewed and recommended by both the Fiscal Resources Committee and District Council.

ANALYSIS

The Proposed Adopted Budget Assumptions have been updated since the Tentative Budget Assumptions with any new information known at this time. The governor signed the state budget on June 26. Due to the COVID-19 pandemic and related recession, the final budget stripped out the anticipated Cost of Living Allowance (COLA). In addition, the budget calls for significant cash deferrals from February 2021 through November 2021. While this approach to managing revenue declines is preferable to actual budget reductions, it does have impact on the District's cash flows. The state budget also extends the hold harmless provision of the Student Centered Funding Formula for two additional years through 2023-24. The District has already made \$3 million in reductions at the Tentative Budget due to state budget uncertainty. We will update the assumptions as additional information becomes available while we continue the process of preparing the Adopted Budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the Adopted Budget Assumptions for the 2020-21 fiscal year as presented.

Fiscal Impact:	TBD	Board Date: August 10, 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
UNRESTRICTED GENERAL FUND
2020/21 Adopted Budget Assumptions
July 27, 2020**

I. State Revenue

A. Budgeting will begin using the new Student Centered Funding Formula (SCFF) at the hold harmless provision for the 2017/18 Total Computational Revenue plus outyear cost of living adjustments (COLA) as we are a hold harmless district.

B. FTES Workload Measure Assumptions:

Year	Base	Actual	Funded	Actual Growth
2014/15	28,688.93	28,908.08	28,908.08	0.76%
2015/16	28,908.08	28,901.64	28,901.64	-0.02%
2016/17	28,901.64	27,517.31	28,901.64	-4.79%
2017/18	28,901.64	29,378.53	29,375.93	1.65%
2018/19	P3	25,925.52	28,068.86	-11.75%
2019/20	P3	27,023.36	Unknown	4.23%

a - based on submitted P3, District went into Stabilization in FY 2016/17

b - based on submitted P3, the district shifted 1,392.91 FTES from summer 2018

c - To maintain the 2015/16 funding level and produce growth FTES in 2017/18, the district borrowed from summer 2018 which reduced FTES in 2018/19.

The state budget includes 0% systemwide growth funding, 0% COLA, and no base allocation increase.

The effects of the SCFF on our budget is not fully known at this time. The components will now remain at 70/20/10 split with funded COLA added each year. Any changes to our funding related to the new formula will be incorporated when known.

Projected COLA of 0%	\$0
Projected Growth/Access	\$0
Deficit Factor (2%)	(\$3,496,762)
Apportionment Base Incr (Decr) for 2020/21	<u><u>(\$3,496,762)</u></u>

2020/21 Potential Growth at 0.5%

27,158

C. Education Protection Account (EPA) funding estimated at \$26,437,430 based on 2019/20 @ Advance. These are not additional funds. The EPA is only a portion of general purpose funds that offsets what would otherwise be state aid in the apportionments. We intend to charge a portion of faculty salaries to this funding source in compliance with EPA requirements.

D. Unrestricted lottery is projected at \$150 per FTES (\$4,142,482). Restricted lottery at \$49 per FTES (\$1,353,211). (2019/20 @ Annual of resident & nonresident factored FTES, 27,616.55 x \$150 = \$4,142,482 unrestricted lottery; 27,616.55 x \$49 = \$1,353,211.) Increase of about 2%.

E. Estimated reimbursement for part-time faculty compensation is estimated at \$458,559 (2019/20 @ P2). Decrease of \$156,251.

F. Categorical programs will continue to be budgeted separately; self-supporting, matching revenues and expenditures. COLA is being proposed on certain categorical programs. Without COLA, other categorical reductions would be required to remain in balance if settlements are reached with bargaining groups. The colleges will need to budget for any program match requirements using unrestricted funds.

G. College Promise Grants (BOG fee waivers 2% administration) funding estimated at 2019/20 @ Advance of \$278,496. Slight decrease.

H. Mandates Block Grant estimated at a total budget of \$869,923 (\$30.85 x 28,198.47). Slight increase. No additional one-time allocation proposed.

II. Other Revenue

I. Non-Resident Tuition budgeted at \$1,900,000. (SAC \$1,200,000, SCC \$700,000) - 50% reduction-SAC, 30% reduction-SCC.

J. Interest earnings estimated at \$1,400,000. Unchanged.

K. Other miscellaneous income (includes fines, fees, rents, etc.) is estimated at approximately \$407,680. Unchanged.

L. Apprenticeship revenue estimated at \$3,951,786. Increase of \$792,314. (Corresponding expenses are also budgeted for additional apprenticeship course offerings.)

M. Scheduled Maintenance/Instructional Equipment allocation. \$0 provided in the state budget.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2020/21 Adopted Budget Assumptions
July 27, 2020**

III. Appropriations and Expenditures

- A. As the District's budget model is a revenue allocation model, revenues flow through the model to the colleges as earned. The colleges have the responsibility, within their earned revenue, to budget for ALL necessary expenditures including but not limited to all full time and part time employees, utilities, instructional services agreements, multi-year maintenance and other contracts, supplies, equipment and other operating costs.
- B. The state is not providing the calculated Cost of Living Allowance (COLA). Any collectively bargained increased costs will be added to the budget. The estimated cost of a 1% salary increase is \$1.80 million for all funds. The estimated cost of a 1% salary increase is \$1.43 million for the unrestricted general fund.
- C. Step and column movement is budgeted at an additional cost of approximately \$1.69 million including benefits for FD 11 & 13 (FARSCCD approximate cost \$546,816 CSEA approximate cost \$641,986, Management/Other approximate cost \$497,528) For all funds, it is estimated to = \$2.42 million (FARSCCD = \$642,315, CSEA = \$1,007,254, Management/Others = \$766,088) In addition, the colleges would need to budget for step/column increases for P/T faculty.
- D. Health and Welfare benefit premium cost increase as of 1/1/2021 is estimated at 3.5% for an additional cost of approximately \$646,936 for active employees and an additional cost of \$279,138 for retirees, for a combined increase of \$926,074 for unrestricted general fund. The additional cost increase for all funds is estimated to = \$976,180
State Unemployment Insurance local experience charges are estimated at \$250,000 (2019/20 budgeted amount). Unchanged.
CalSTRS employer contribution rate will decrease in 2020/21 from 17.10% to 16.15% for a decrease of \$694,283.
(Note: The cost of each 1% increase in the STRS rate is approximately \$740,000.)
CalPERS employer contribution rate will increase in 2020/21 from 19.721% to 20.70% for an increase of \$381,285.
(Note: The cost of each 1% increase in the PERS rate is approximately \$390,000.)
- E. The full-time faculty obligation (FON) for Fall 2020 has not been calculated at this time. The District will temporary recruit to replace 10 faculty vacancies. SAC is recruiting for 7 positions. SCC is recruiting for 3 positions. The current cost for a new position is budgeted at Class VI, Step 12 at approximately \$154,847. Penalties for not meeting the obligation amount to approximately \$80,250 per FTE not filled.
SAC = 14 faculty not filled for FY 2020-21 and eliminated from the budget.
Classes will be taught by part-time replacements.
SCC = 5 faculty not filled for FY 2020-21 and eliminated from the budget.
Classes will be taught by part-time replacements.
- F. The current rate per Lecture Hour Equivalent (LHE) effective 7/1/20 for hourly faculty is \$1,455. Increase of \$56 per LHE.
- G. Retiree Health Benefit Fund (OPEB/GASB 75 Obligation) - The calculated Actuarially Determined Contribution (ADC) as of July 1, 2020 is estimated to be \$10,224,861. The District will therefore decrease the employer payroll contribution rate of 2.75% to 1.10% of total salaries. This reduction provides a savings of \$1,899,032 to the unrestricted general fund and \$2,483,330 for all funds.
- H. Capital Outlay Fund - The District will continue to budget \$1.5 million for capital outlay needs.
- I. Utilities cost increases of 2.5%, estimated at \$100,000.
- J. Information Technology licensing contract escalation cost of 7%, estimated at \$125,000.
- K. Property and Liability Insurance transfer estimated at \$1,970,000. Unchanged.
- L. Other additional DS/Institutional Cost expenses:

Ellucian increased contract cost	\$ 400,000
Title IX Costs	\$ 100,000
- M. Child Development Fund - The District will not continue to budget \$250,000 as an interfund transfer from the unrestricted general fund as a contingency plan. (~\$140,000 each year was transferred since 2014/15 and will stop in 2020/21)
- N. Estimated annual cost of Santiago Canyon College ADA Settlement expenses of \$2 million from available funds.
- O. Round One budget reductions totalling \$3 million were made for the tentative budget due to State Budget uncertainty and remain in the Adopted Budget.

Rancho Santiago Community College District Unrestricted General Fund Summary 2020/21 Adopted Budget Assumptions July 27, 2020
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	<u>New Revenues</u>	Ongoing Only	One-Time
A	Student Centered Funding Formula		
B	COLA 0%	\$0	
B	Growth	\$0	
B	Deficit Factor (2%)	(\$3,496,762)	
D	Unrestricted Lottery	\$80,402	
H	Mandates Block Grant	\$77,096	
I	Non-Resident Tuition	(\$1,500,000)	
J	Interest Earnings	\$0	
L	Apprenticeship - SCC	\$792,314	
EGK	Misc Income	(\$171,009)	
	Total	(\$4,217,959)	\$0
	<u>New Expenditures</u>		
B	Salary Schedule Increases/Collective Bargaining 4.00% **	\$4,019,430	
C	Step/Column	\$1,686,330	
D	Health and Welfare/Benefits Increase (3.5%)	\$926,074	
D	CalSTRS Decrease	(\$694,283)	
D	CalPERS Increase	\$381,285	
E	Full Time Faculty Obligation Hires	(\$2,942,093)	
E/F	Hourly Faculty Budgets (Match Budget to Actual Expense)	\$1,015,954	
G	Decreased Cost of Retiree Health Benefit ADC	(\$1,899,032)	
H	Capital Outlay/Scheduled Maintenance Contribution	\$0	
I	Utilities Increase	\$100,000	
J	ITS Licensing/Contract Escalation Cost	\$125,000	
K	Property, Liability and All Risks Insurance	\$0	
II.L	Apprenticeship - SCC	\$1,003,844	
L	Other Additional DS/Institutional Costs	\$500,000	\$0
M	Elimination of UGF transfer to Child Development Fund	(\$250,000)	
N	SCC ADA Settlement Costs	\$0	\$2,000,000
O	Round One Budget Reductions	(\$3,000,000)	
	Total	\$972,509	\$2,000,000
	2020/21 Budget Year Unallocated (Deficit)	(\$5,190,468)	
	2019/20 Structural Unallocated (Deficit)	\$1,809,582	
	Savings Faculty replacement budget at VI-12	\$590,360	
	Savings 2019/20 - budgeted vs actual/rebudgeted vacancies	\$562,258	
	Total Net Unallocated (Deficit)	(\$2,228,268)	(\$2,000,000)

In addition, as both college budgets for adjunct faculty have been underbudgeted in total by approximately \$6.5 million, the colleges need to appropriately fund adjunct faculty costs tied to the class schedules offered and prior year actual costs when adjusted for new full-time faculty hired.

* Reference to budget assumption number

** Excludes Management & CEFA

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

To:	Board of Trustees	Date: August 10, 2020
Re:	Quarterly Investment Report as of June 30, 2020	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended June 30, 2020 is submitted in accordance with Section 53646(b) of the Government Code. The District's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF). In addition, the OPEB Irrevocable Trust is managed by Public Agency Retirement Services (PARS) and invested with Vanguard funds.

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following documents: (1) the Statement of Cash as of June 30, 2020 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended June 30, 2020, (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" and Performance Report for the period ending June 30, 2020, and (4) a copy of the District's OPEB Post-employment Benefits Trust account report for the period ending June 30, 2020 from PARS.

All investments for the quarter ended June 30, 2020 are in accordance with Board Policy 6320, and there has been no change in the policy during this quarter.

RECOMMENDATION

The quarterly investment report as of June 30, 2020 is presented as information.

Fiscal Impact:	None	Board Date: August 10, 2020
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Rancho Santiago Community College District
Statement of Cash
June 30, 2020

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	38,444,134	1.32%	April - June	10.36%
Bond Sinking Funds	28,778,212	1.32%	April - June	7.76%
All Other Funds	299,739,849	1.32%	April - June	80.80%
Local Agency Investment Fund (LAIF)	161,458	1.36%	April - June	0.04%
Revolving Fund, Refundable Deposits and Cash in Banks	3,824,455	0.50%	April - June	1.03%
	<u>370,948,108</u>			<u>100.00%</u>

Rancho Santiago Community College District
Cash Position
 June 30, 2020

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County-Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 912X	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12 & 13)	1	11/12/13	157,213,828				1,745,899	100,000			159,059,727
Child Development Fund	12	33	889,807				75,000				964,807
Bond Fund Measure Q	23	43	38,205,621				238,513				38,444,134
Bond Int & Red Fund	31	21-24				28,778,212					28,778,212
Capital Outlay Projects Fund	40	41	90,862,246				5,431				90,867,677
Workers' Compensation Fund	68	62	3,031,166						60,000		3,091,166
Property and Liability Fund	70	61	4,797,971						25,000		4,822,971
Retiree Benefits Fund	71	63	43,048,124							161,458	43,209,582
Student Financial Aid	74	74	135,220				1,574,612				1,709,832
Totals			338,183,983	-	-	28,778,212	3,639,455	100,000	85,000	161,458	370,948,108

4.4 (3)



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



INTERDEPARTMENTAL COMMUNICATION

Date: July 16, 2020

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

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

Subject: Treasurer's Investment Report for the Month Ended June 30, 2020

The Treasurer's Investment Report for the month ended June 30, 2020 is attached, is online at ocgov.com/ocinvestments and is provided in compliance with California Government Code Sections 53607, 53646 and 27134 and the County's Investment Policy Statement (IPS). This report contains various charts and information.

INVESTMENT POOL COMPOSITION

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

The County Treasurer currently maintains four funds, the Orange County Money Market Fund (OCMMF), the Orange County Educational Money Market Fund (OCEMMF), the John Wayne Airport Investment Fund and the Extended Fund. Standard & Poor's, on December 13, 2019 reaffirmed their highest rating of AAAm on the OCMMF and the OCEMMF. The OCIP is comprised of the OCMMF and portions of the Extended Fund. The OCEIP is comprised of the OCMMF and portions of the Extended Fund.

The maximum maturity of investments for the OCMMF and the OCEMMF is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 22 and 21, respectively. The maximum maturity of investments for the John Wayne Airport Investment Fund is 15 months, with a maximum WAM of 90 days, and a current WAM of 69. The maximum maturity of the Extended Fund is five years, with duration not to exceed 1.5 years, and the duration is currently at 0.85. The investments in all of the funds are marked to market daily to calculate the daily fair value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

ECONOMIC UPDATE

In June 2020, the job market added 4,800,000 new jobs, and May's job numbers were revised upward by 190,000 to 2,699,000. The U.S. unemployment rate for June decreased to 11.1% from May at 13.3%. The U.S. Gross Domestic Product first quarter rate decreased to -5.0% from the prior quarter's revised rate of 2.1%. The Empire State Manufacturing Index rose to -0.2 in June from -48.5 in May. The Philadelphia Fed Index rose to 27.5 in June down from -43.1 in May. The Federal Reserve uses these indexes as regional economic gauges, and a reading above zero signals economic expansion. The index for pending home sales remained negative at -10.4% on a year-over-year basis in May, up from -34.6% in April.

The 10-year Treasury rate increased from 0.65% in May to 0.66% in June. The short-term 90-day T-bill increased from 0.14% in May to 0.16% at the end of June. The rate on the 2-year Treasury note was 0.16% at the end of June, unchanged from the May rate of 0.16%.

INVESTMENT INTEREST YIELDS AND FORECAST

The gross and net year-to-date yields for fiscal year 2019/2020 were 1.87% and 1.81% for OCIP and 1.93% and 1.87% for OCEIP, slightly higher than the revised forecasted gross yields of 1.86% for both OCIP and OCEIP. We expect to provide our updated forecasted gross and net yields for fiscal year 2020/2021 next month.

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

Monthly, the County Treasurer apportions the accrued interest earnings. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution for April 2020, May 2020 and June 2020 interest apportionments are expected to be paid in July 2020, August 2020 and September 2020, respectively. The investment administration fee (Fee) for fiscal year 2019/2020 is estimated at 5.8 basis points. The estimated Fee for fiscal year 2020/2021 will be provided next month and is not expected to be significantly different than the estimated fiscal year 2019/2020 Fee of 5.8 basis points.

TEMPORARY TRANSFERS

The County Treasurer, as required by Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 15-016, is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. There are no temporary transfers outstanding as of June 30, 2020.

PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS

Under guidelines outlined in the current IPS, the County Treasurer may invest in "AA" or above rated securities issued by municipalities. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. The Investment Pools may invest no more than 5% of individual pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$463.9 million in County of Orange debt, which represents approximately 4.3% of total pooled assets. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

COMPLIANCE SUMMARY

The investment portfolios had no compliance exceptions for the month of June, 2020.

CREDIT UPDATE

During May, there were no changes to the Treasurer's Approved Issuer List. An ongoing credit analysis of all issuers owned is reviewed on a daily, monthly, quarterly and annual basis.

I certify that this report includes all pooled and non-pooled investments as of June 30, 2020 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on November 19, 2019. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures

cc: Distribution List

ORANGE COUNTY TREASURER-TAX COLLECTOR

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	JUNE 2020	MAY 2020	INCREASE (DECREASE)	NET CHANGE %	JUNE 2019	INCREASE (DECREASE)	NET CHANGE %
<u>Orange County Investment Pool (OCIP)</u>							
End Of Month Market Value ^{1,2}	\$ 5,000,216,064	\$ 5,320,352,184	\$ (320,136,120)	-6.02%	\$ 4,239,244,793	\$ 760,971,271	17.95%
End Of Month Book Value ²	\$ 4,958,626,803	\$ 5,274,140,372	\$ (315,513,569)	-5.98%	\$ 4,221,920,455	\$ 736,706,348	17.45%
Monthly Average Balance ²	\$ 5,141,369,946	\$ 5,272,070,842	\$ (130,700,896)	-2.48%	\$ 4,418,532,671	\$ 722,837,275	16.36%
Year-To-Date Average Balance	\$ 4,730,379,557	\$ 4,693,016,794	\$ 37,362,763	0.80%	\$ 4,463,311,973	\$ 267,067,584	5.98%
Monthly Accrued Earnings ³	\$ 5,338,738	\$ 6,103,911	\$ (765,173)	-12.54%	\$ 8,667,884	\$ (3,329,147)	-38.41%
Monthly Net Yield ³	1.22%	1.22%	0.00%	-0.08%	2.33%	-1.11%	-47.74%
Year-To-Date Net Yield ³	1.81%	1.87%	-0.06%	-3.05%	2.05%	-0.24%	-11.71%
Annual Estimated Gross Yield ^{3,5}	1.86%	1.86%	0.00%	0.00%	2.11%	-0.25%	-11.72%
Weighted Average Maturity (WAM) ⁶	289	282	7	2.48%	325	(36)	-11.08%
<u>Orange County Educational Investment Pool (OCEIP)</u>							
End Of Month Market Value ¹	\$ 5,199,797,248	\$ 5,465,009,374	\$ (265,212,126)	-4.85%	\$ 5,596,158,725	\$ (396,361,477)	-7.08%
End Of Month Book Value	\$ 5,160,065,306	\$ 5,421,308,808	\$ (261,243,502)	-4.82%	\$ 5,574,907,821	\$ (414,842,515)	-7.44%
Monthly Average Balance	\$ 5,237,346,838	\$ 5,477,243,099	\$ (239,896,261)	-4.38%	\$ 5,294,486,408	\$ (57,139,570)	-1.08%
Year-To-Date Average Balance	\$ 5,142,130,053	\$ 5,133,473,982	\$ 8,656,071	0.17%	\$ 4,920,739,677	\$ 221,390,376	4.50%
Monthly Accrued Earnings ⁴	\$ 5,251,724	\$ 5,834,935	\$ (583,211)	-10.00%	\$ 10,391,201	\$ (5,139,478)	-49.46%
Monthly Net Yield ⁴	1.17%	1.19%	-0.02%	-1.76%	2.31%	-1.14%	-49.46%
Year-To-Date Net Yield	1.87%	1.93%	-0.06%	-3.26%	2.03%	-0.16%	-8.09%
Annual Estimated Gross Yield ^{4,5}	1.86%	1.86%	0.00%	0.00%	2.09%	-0.23%	-11.17%
Weighted Average Maturity (WAM) ⁶	266	263	3	1.14%	310	(44)	-14.19%

¹ Market values provided by Bloomberg and Northern Trust.

² In June 2020, the OCIP End of Month Market Values, End of Month Book Values, and Monthly Average Balances were higher than the prior year due to higher property tax receipts and the receipt of the \$554 million CARES Act funds from the Federal Government.

³ In June, the OCIP Monthly Accrued Earnings were lower than the prior month and Monthly Accrued Earnings, Monthly Net Yield, Year-To-Date Net Yield and Annual Estimated Gross Yield were lower than the prior year primarily due to the five Federal Reserve short-term rate cuts totaling 2.25% since June 2019.

⁴ OCEIP Monthly Accrued Earnings, Monthly Net Yield and Annual Estimated Gross Yields were lower than the prior year primarily due to the five Federal Reserve short-term rate cuts totaling 2.25% since June 2019.

⁵ The OCIP and OCEIP Annual Estimated Gross Yields for June 2020 are reported at the actual annual adjusted gross yields for both FY 18-19 and FY 19-20.

⁶ In June 2020, OCIP and OCEIP Weighted Average Maturity (WAM) declined from the prior year primarily due to the investment strategy put in place in March to increase liquidity in the pooled funds.

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH, QUARTER, AND FISCAL YEAR ENDED: JUNE 30, 2020

INVESTMENT STATISTICS - By Investment Pool⁽¹⁾

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 6/30/2020	MONTHLY Gross Yield	QUARTERLY Average Yield	ANNUAL Average Yield	Current NAV
COMBINED POOL BALANCES (includes the Extended Fund)							
	MARKET Value \$ 5,000,216,064	289	1.29%	1.26%	1.34%	1.87%	1.0084
	COST (Capital) \$ 4,955,315,180						
Orange County Investment Pool (OCIP)	MONTHLY AVG Balance \$ 5,141,369,946						
	QUARTERLY AVG Balance \$ 5,616,295,703						
	ANNUAL AVG Balance \$ 4,730,379,557						
	BOOK Value \$ 4,958,626,803						
	MARKET Value \$ 5,199,797,248	266	1.20%	1.21%	1.32%	1.93%	1.0077
	COST (Capital) \$ 5,156,911,463						
Orange County Educational Investment Pool (OCEIP)	MONTHLY AVG Balance \$ 5,237,346,838						
	QUARTERLY AVG Balance \$ 5,303,540,461						
	ANNUAL AVG Balance \$ 5,142,130,053						
	BOOK Value \$ 5,160,065,306						

INVESTMENT STATISTICS - Non Pooled Investments⁽²⁾

DESCRIPTION	CURRENT BALANCE	INVESTMENT BALANCES AT COST	
Specific Investment Funds:			
283, 505, FVSD, CCCD	MARKET Value \$ 113,397,454	John Wayne Airport Investment Fund	\$ 53,179,160
	COST (Capital) \$ 109,470,210	Fountain Valley School District Fund 40	34,677,636
	MONTHLY AVG Balance \$ 109,456,770	CCCD Series 2017E Bonds	21,613,414
	QUARTERLY AVG Balance \$ 109,375,698		
	ANNUAL AVG Balance \$ 108,545,517		
	BOOK Value \$ 109,201,646		
			\$ 109,470,210

MONTH END TOTALS

INVESTMENTS & CASH		INVESTMENTS & CASH	
COUNTY MONEY MARKET FUND (OCMMF)			
County Money Market Fund	\$ 461,317,708	OCIP	\$ 4,968,877,097
County Cash	\$ 13,561,917	OCEIP	5,170,268,826
EXTENDED FUND	\$ 8,784,677,127	Specific Investment Funds	109,470,210
EDUCATIONAL MONEY MARKET FUND (OCEMMF)		Non-Pooled Cash	22,957,113
Educational Money Market Fund	\$ 866,231,808		
Educational Cash	\$ 13,357,363		
NON-POOLED INVESTMENTS & CASH			
Non-Pooled Investments	\$ 109,470,210		
Non-Pooled Cash	\$ 22,957,113		
	\$ 10,271,573,246		\$ 10,271,573,246

KEY POOL STATISTICS

INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
OCMMF - MONTHLY GROSS YIELD	0.12%	OCMMF	22
OCEMMF - MONTHLY GROSS YIELD	0.10%	OCEMMF	21
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	0.61%	JOHN WAYNE AIRPORT WAM	69
OCIP - YTD NET YIELD ⁽³⁾	1.81%	LGIP WAM (Standard & Poors)	44
OCEIP - YTD NET YIELD ⁽³⁾	1.87%		
90-DAY T-BILL YIELD - MONTHLY AVERAGE	0.15%		

**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH, QUARTER, AND FISCAL YEAR ENDED: JUNE 30, 2020**

INVESTMENT STATISTICS - By Investment Fund

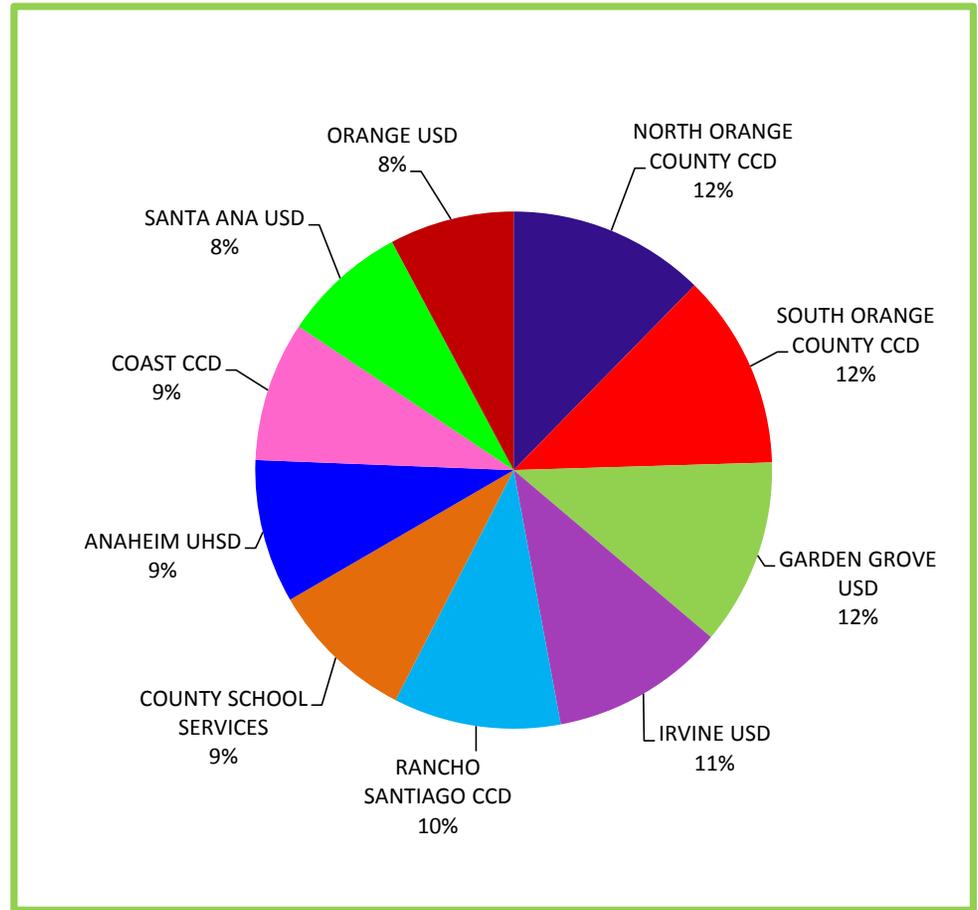
DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 6/30/2020	MONTHLY Gross Yield	QUARTERLY Average Yield	Annual Average Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$ 461,349,101	22	0.12%	0.12%	0.35%	1.42%	1.0000
	COST (Capital) \$ 461,317,708						
	MONTHLY AVG Balance \$ 441,798,168						
	QUARTERLY AVG Balance \$ 825,536,992						
	ANNUAL AVG Balance \$ 955,812,863						
	BOOK Value \$ 461,334,695						
<u>Educational Money Market Fund (OCEMMF)</u>	MARKET Value \$ 866,278,092	21	0.11%	0.10%	0.19%	1.39%	1.0000
	COST (Capital) \$ 866,231,808						
	MONTHLY AVG Balance \$ 809,995,110						
	QUARTERLY AVG Balance \$ 682,851,202						
	ANNUAL AVG Balance \$ 806,645,937						
	BOOK Value \$ 866,240,071						
<u>Extended Fund</u>	MARKET Value \$ 8,872,386,119	316	1.40%	1.40%	1.51%	2.05%	1.0092
	COST (Capital) \$ 8,784,677,127						
	MONTHLY AVG Balance \$ 9,126,923,506						
	QUARTERLY AVG Balance \$ 9,411,447,970						
	ANNUAL AVG Balance \$ 8,110,050,810						
	BOOK Value \$ 8,791,117,343						
ALLOCATION OF EXTENDED FUND							
<u>Extended Fund</u> <i>OCIP Share</i>	MARKET Value \$ 4,538,866,963	316	1.40%	1.40%	1.51%	2.05%	1.0092
	COST (Capital) \$ 4,493,997,472						
	MONTHLY AVG Balance \$ 4,699,571,778						
	QUARTERLY AVG Balance \$ 4,790,758,711						
	ANNUAL AVG Balance \$ 3,774,566,694						
	BOOK Value \$ 4,497,292,108						
<i>OCEIP Share</i>	MARKET Value \$ 4,333,519,156	316	1.40%	1.40%	1.51%	2.05%	1.0092
	COST (Capital) \$ 4,290,679,655						
	MONTHLY AVG Balance \$ 4,427,351,728						
	QUARTERLY AVG Balance \$ 4,620,689,259						
	ANNUAL AVG Balance \$ 4,335,484,116						
	BOOK Value \$ 4,293,825,235						
<i>Modified Duration</i>	0.85						

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

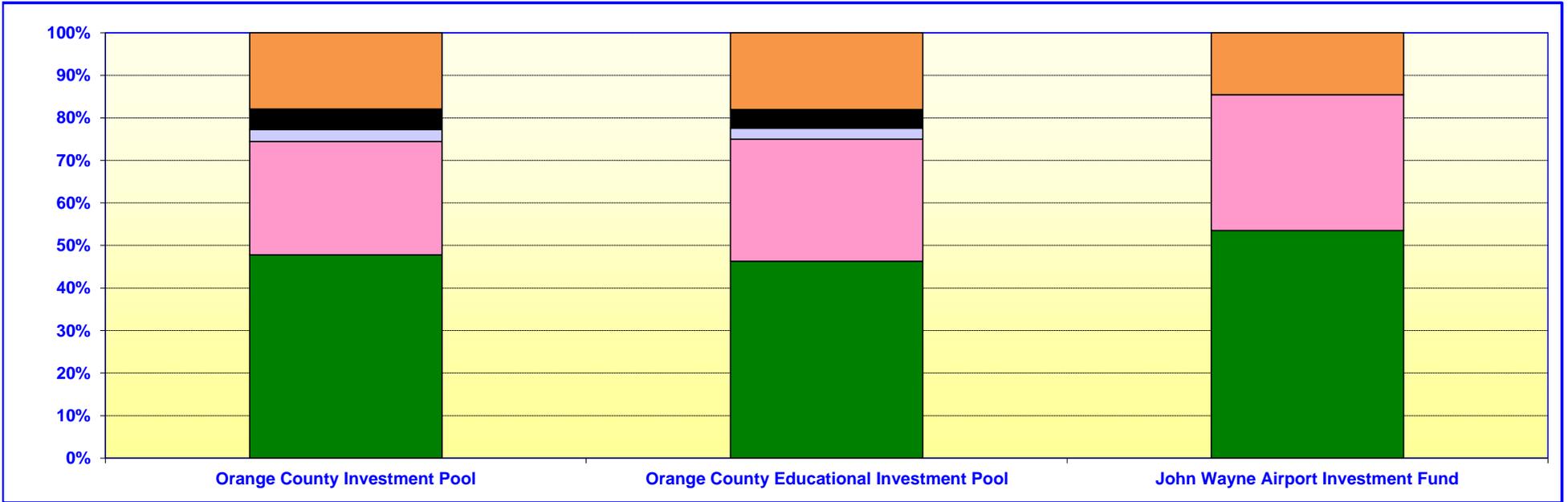
**ORANGE COUNTY EDUCATIONAL INVESTMENT POOL
TOP TEN POOL PARTICIPANTS
AS OF JUNE 30, 2020**

DISTRICT #	SCHOOL DISTRICT	BALANCE ⁽¹⁾
88	NORTH ORANGE COUNTY CCD	\$ 411,477,515 (1)
96	SOUTH ORANGE COUNTY CCD	406,681,748
72	GARDEN GROVE USD	388,417,895 (1)
75	IRVINE USD	363,927,259 (1)
92	RANCHO SANTIAGO CCD	349,377,063 (1)
94	COUNTY SCHOOL SERVICES	303,093,082
64	ANAHEIM UHSD	299,582,622 (1)
90	COAST CCD	291,549,075 (1)
84	SANTA ANA USD	261,294,167 (1)
80	ORANGE USD	260,200,900 (1)
TOTAL		<u>\$ 3,335,601,326</u>

(1) BALANCES INCLUDE GENERAL OBLIGATION BOND PROCEEDS



ORANGE COUNTY TREASURER - TAX COLLECTOR
BY INVESTMENT TYPE AT MARKET VALUE - By Percentage Holdings
June 30, 2020



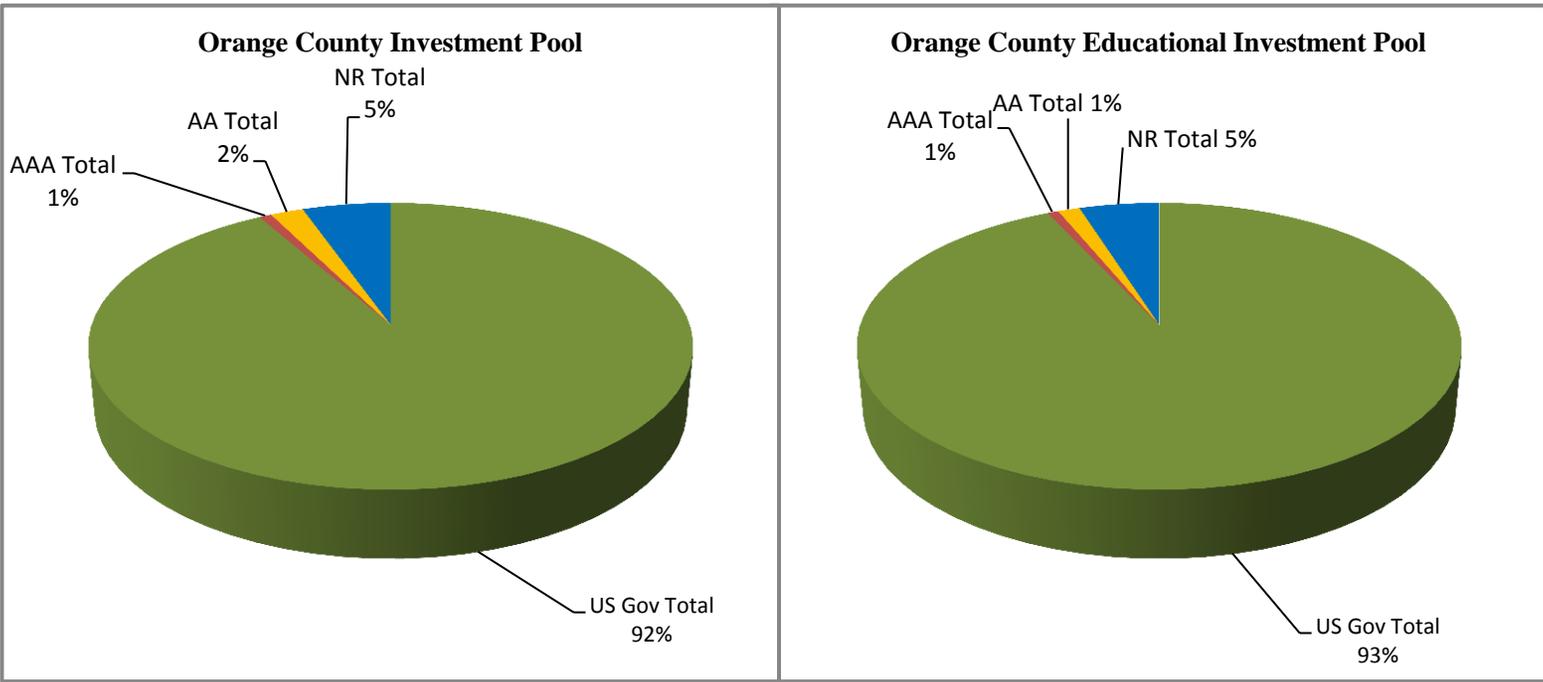
Orange County Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,372,266	47.44%
U. S. TREASURIES	1,322,130	26.44%
MEDIUM-TERM NOTES	140,968	2.82%
MUNICIPAL DEBT	237,316	4.75%
MONEY MARKET MUTUAL FUNDS	889,952	17.80%
LOCAL AGENCY INVESTMENT FUND	37,584	0.75%
	<u>\$ 5,000,216</u>	<u>100.00%</u>

Orange County Educational Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,392,274	46.01%
U. S. TREASURIES	1,480,077	28.46%
MEDIUM-TERM NOTES	134,590	2.59%
MUNICIPAL DEBT	226,579	4.36%
MONEY MARKET MUTUAL FUNDS	930,394	17.89%
LOCAL AGENCY INVESTMENT FUND	35,883	0.69%
	<u>\$ 5,199,797</u>	<u>100.00%</u>

John Wayne Airport Investment Fund		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 28,508	53.52%
U. S. TREASURIES	\$ 17,003	31.92%
MONEY MARKET MUTUAL FUNDS	\$ 7,754	14.56%
	<u>\$ 53,265</u>	<u>100.00%</u>

4.4 (10)

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 June 30, 2020



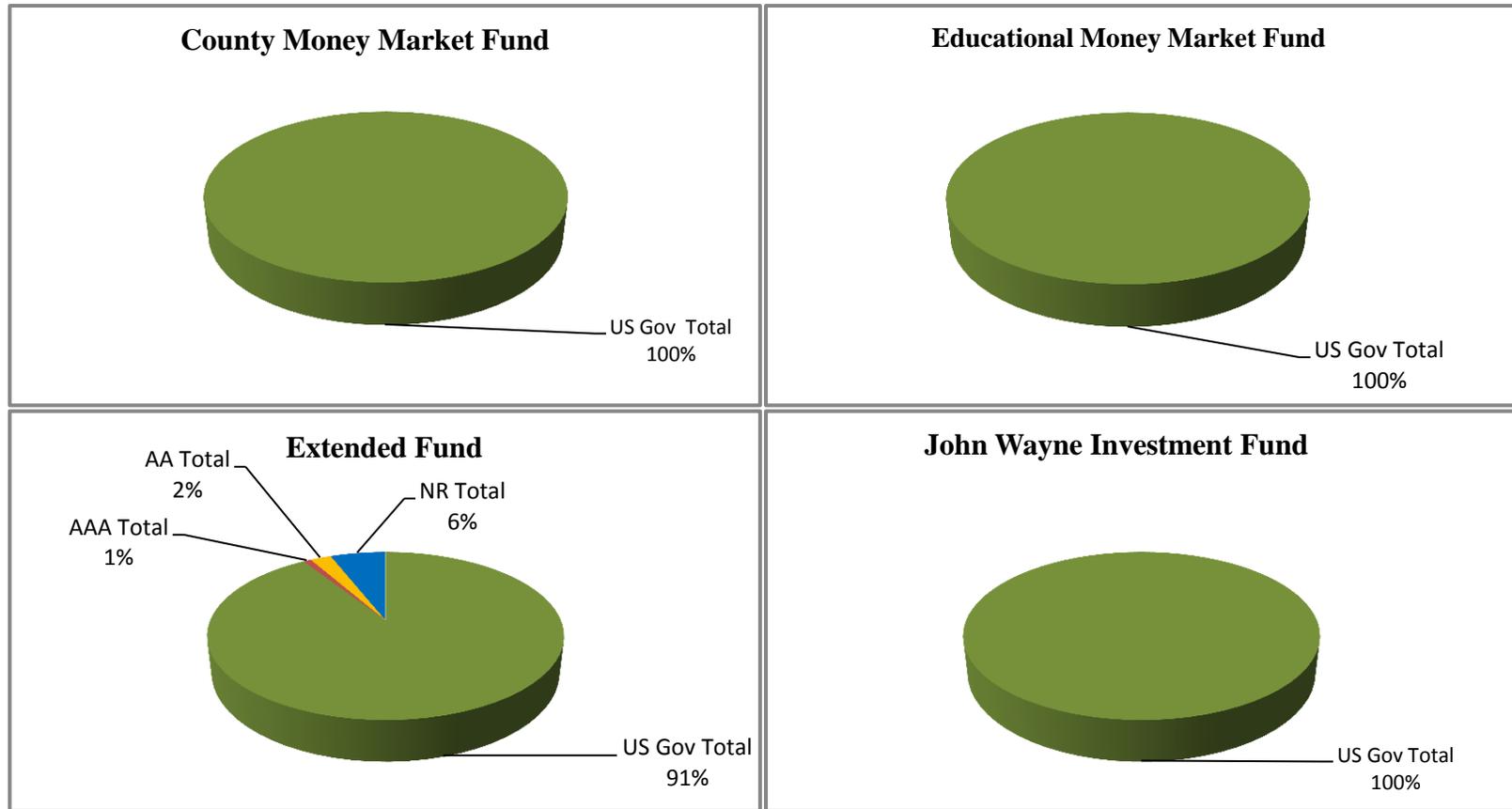
US GOV Includes Agency Debt, Treasury Debt and US Gov. MMMF's
AA includes AA+, AA-, & AA
NR Includes LAIF and Orange County Pension Obligation Bonds

4.4 (11)

ORANGE COUNTY TREASURER - TAX COLLECTOR

CREDIT QUALITY BY MARKET VALUE

June 30, 2020



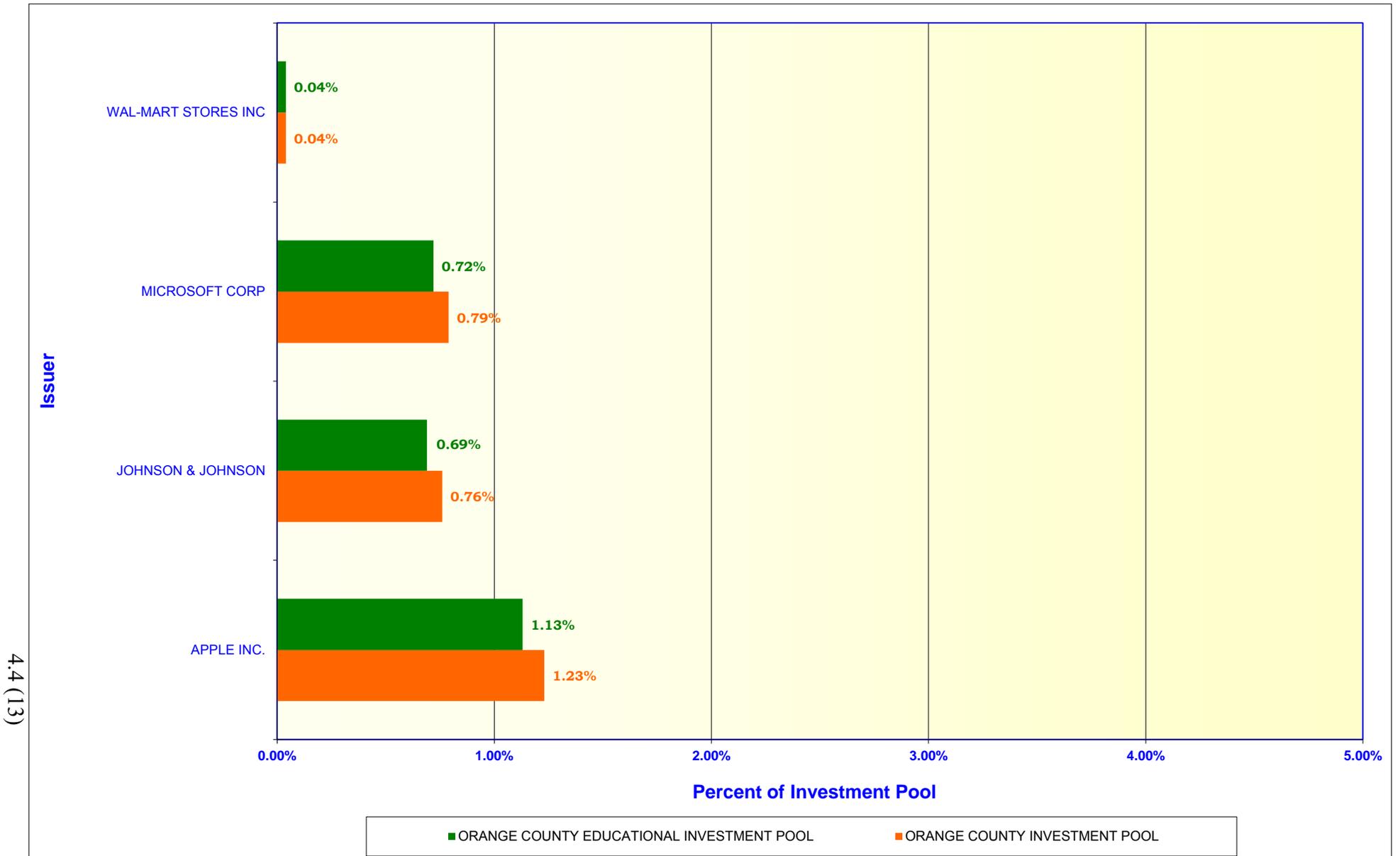
4.4 (12)

US GOV Includes Agency Debt, Treasury Debt and US Gov. MMMF's

AA includes AA+, AA-, & AA

NR Includes LAIF and Orange County Pension Obligation Bonds

ORANGE COUNTY TREASURER - TAX COLLECTOR
MEDIUM-TERM NOTES / CERTIFICATES OF DEPOSIT
ISSUER CONCENTRATION-By Investment Pool
 June 30, 2020



4.4 (13)

**ORANGE COUNTY TREASURER-TAX COLLECTOR
APPROVED ISSUER LIST - OCIP, OCEIP, and JWA**

June 30, 2020

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

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

** S&P changed its Outlook from Negative back to Stable on June 10, 2019.

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

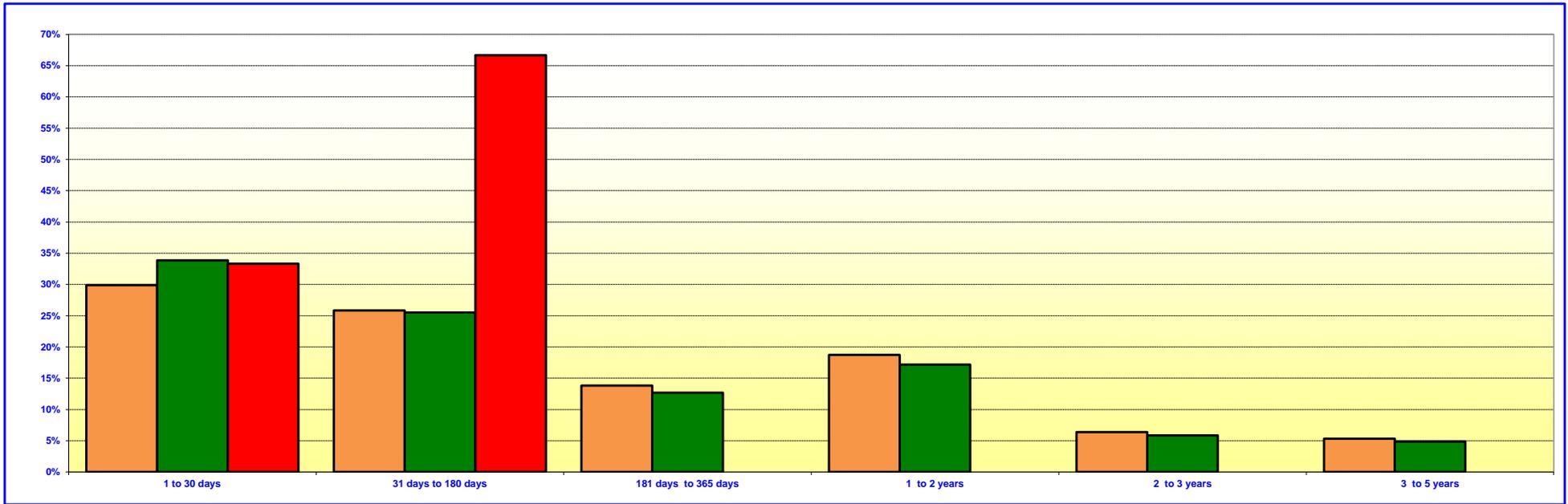
**Orange County Treasurer-Tax Collector
Changes in Approved Issuer's List
For the Month Ended June 30, 2020**

During June, there were no changes to the Treasurer's Approved Issuer List.

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

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

June 30, 2020



ORANGE COUNTY INVESTMENT POOL			
	In Thousands ⁽¹⁾⁽²⁾		%
1 TO 30 DAYS	\$	1,482,473	29.90%
31 TO 180 DAYS		1,281,390	25.85%
181 TO 365 DAYS		685,238	13.82%
1 YEAR TO 2 YEARS		928,756	18.73%
2 YEARS TO 3 YEARS		316,784	6.39%
3 YEARS TO 5 YEARS		263,422	5.31%
TOTAL	\$	4,958,063	100.00%

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL			
	In Thousands ⁽¹⁾⁽²⁾		%
1 TO 30 DAYS	\$	1,747,167	33.86%
31 TO 180 DAYS		1,317,483	25.54%
181 TO 365 DAYS		654,237	12.68%
1 YEAR TO 2 YEARS		886,737	17.19%
2 YEARS TO 3 YEARS		302,451	5.86%
3 YEARS TO 5 YEARS		251,504	4.87%
TOTAL	\$	5,159,579	100.00%

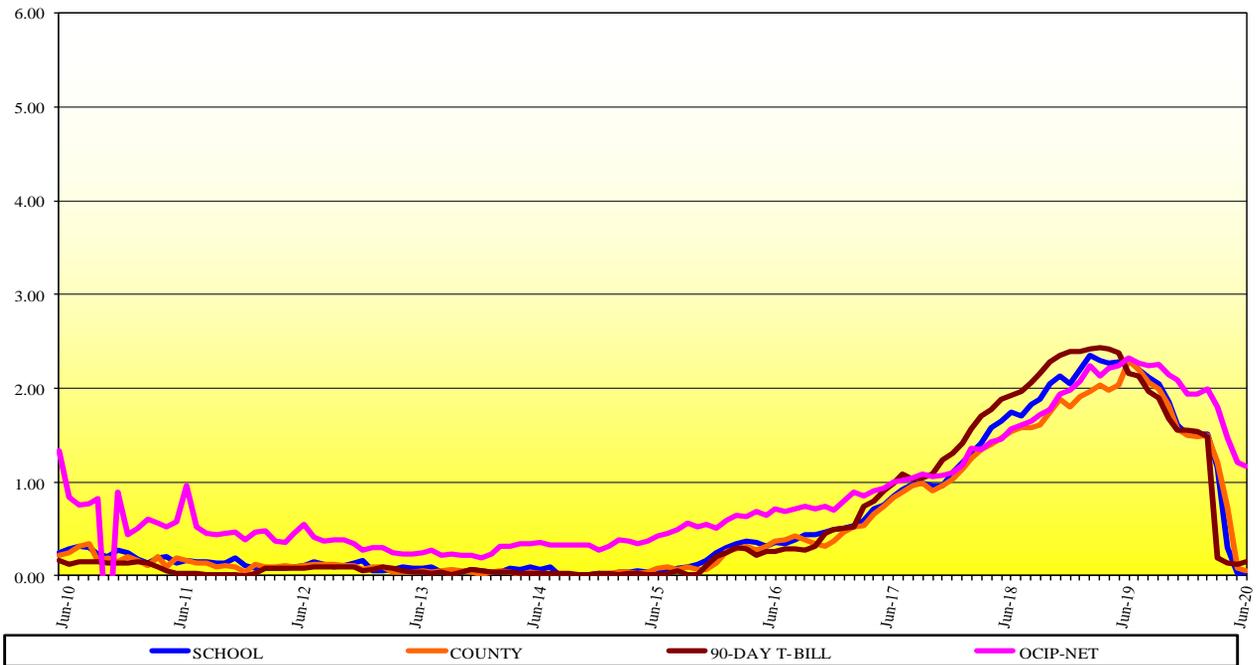
JOHN WAYNE AIRPORT INVESTMENT FUND			
	In Thousands ⁽¹⁾⁽²⁾		%
1 TO 30 DAYS	\$	17,754	33.34%
31 TO 180 DAYS		35,500	66.66%
181 TO 365 DAYS		-	0.00%
TOTAL	\$	53,254	100.00%

(1) Maturity limits are calculated using face value.

(2) Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date. At 06/30/2020, Floating Rate Notes comprise 1.18%, 1.08%, and 0.00% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Fund respectively.

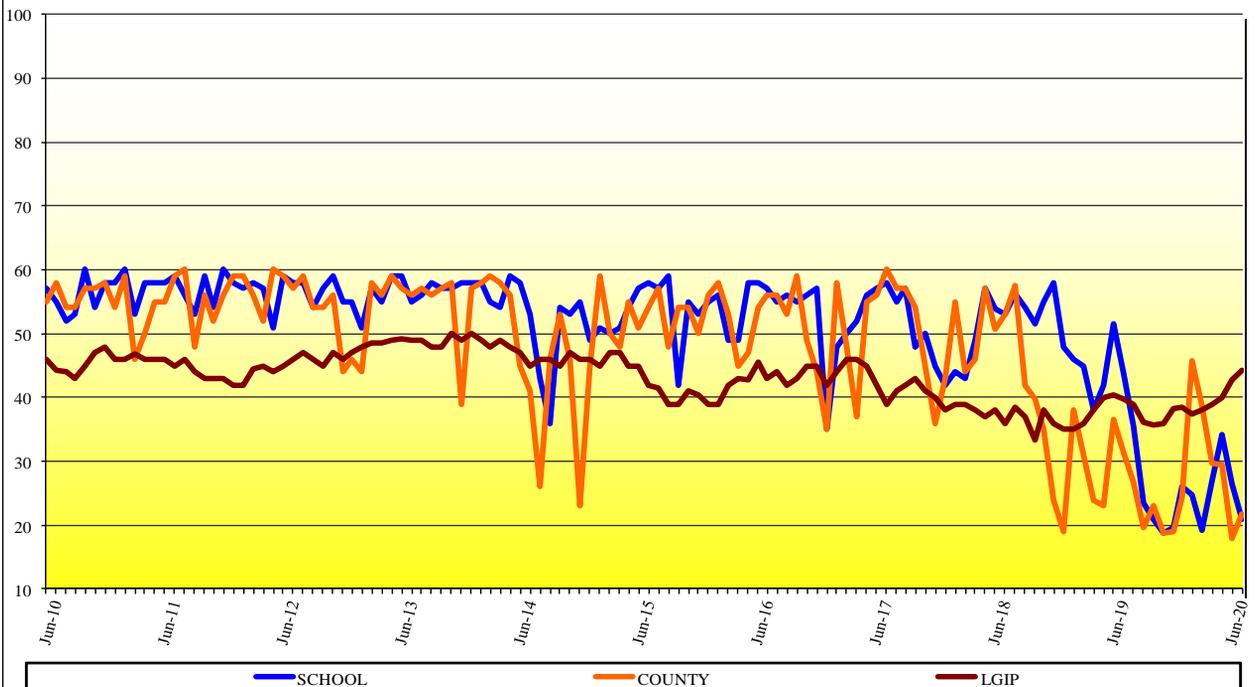
ORANGE COUNTY MONEY MARKET POOLS vs SELECTED MONEY MARKET YIELDS
(INTEREST RATE YIELD)

For The Period June 2010 to June 2020



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

For The Period June 2010 to June 2020



4.4 (17)

ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL YIELDS

July 1, 2019 - June 30, 2020

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<i>Current Month June 2020</i>				
OCMMF	\$ 461,349,101	\$ 44,393	0.12%	22
OCEMMF	\$ 866,278,092	\$ 68,468	0.10%	21
Extended Fund	\$ 8,872,386,119	\$ 10,477,600	1.40%	316
<i>May 2020</i>				
OCMMF	\$ 436,729,474	\$ 88,417	0.15%	18
OCEMMF	\$ 846,509,765	\$ 49,734	0.09%	26
Extended Fund	\$ 9,502,122,319	\$ 11,800,694	1.43%	306
<i>April 2020</i>				
OCMMF	\$ 908,870,759	\$ 869,941	0.79%	29
OCEMMF	\$ 657,310,290	\$ 175,449	0.36%	34
Extended Fund	\$ 10,056,392,307	\$ 12,982,264	1.69%	300
<i>March 2020</i>				
OCMMF	\$ 1,420,105,093	\$ 1,281,232	1.28%	30
OCEMMF	\$ 618,980,965	\$ 476,770	1.22%	27
Extended Fund	\$ 8,123,550,157	\$ 14,066,515	2.02%	398
<i>February 2020</i>				
OCMMF	\$ 1,153,441,598	\$ 1,217,632	1.56%	39
OCEMMF	\$ 570,684,000	\$ 791,560	1.58%	19
Extended Fund	\$ 8,337,429,543	\$ 14,325,832	2.16%	383
<i>January 2020</i>				
OCMMF	\$ 920,091,028	\$ 1,340,951	1.55%	46
OCEMMF	\$ 667,603,769	\$ 1,047,949	1.58%	25
Extended Fund	\$ 8,604,826,998	\$ 15,258,645	2.09%	339
<i>December 2019</i>				
OCMMF	\$ 1,335,660,236	\$ 1,931,330	1.57%	24
OCEMMF	\$ 1,019,495,419	\$ 1,014,175	1.58%	26
Extended Fund	\$ 8,835,394,399	\$ 15,281,844	2.11%	289
<i>November 2019</i>				
OCMMF	\$ 1,058,524,497	\$ 1,571,033	1.64%	19
OCEMMF	\$ 779,269,728	\$ 1,132,587	1.67%	20
Extended Fund	\$ 7,322,285,820	\$ 13,233,729	2.28%	351
<i>October 2019</i>				
OCMMF	\$ 1,301,652,647	\$ 1,488,272	1.88%	19
OCEMMF	\$ 708,932,611	\$ 1,428,622	1.92%	19
Extended Fund	\$ 6,901,735,677	\$ 13,257,176	2.30%	391
<i>September 2019</i>				
OCMMF	\$ 832,718,514	\$ 1,335,514	2.06%	23
OCEMMF	\$ 1,079,713,278	\$ 1,712,219	2.11%	21
Extended Fund	\$ 6,830,678,068	\$ 13,471,516	2.39%	412
<i>August 2019</i>				
OCMMF	\$ 812,723,446	\$ 1,320,483	2.14%	20
OCEMMF	\$ 1,113,887,882	\$ 2,107,568	2.18%	23
Extended Fund	\$ 6,863,197,257	\$ 13,930,239	2.35%	412
<i>July 2019</i>				
OCMMF	\$ 756,297,142	\$ 1,391,508	2.26%	27
OCEMMF	\$ 1,218,853,617	\$ 2,230,519	2.27%	36
Extended Fund	\$ 7,102,603,734	\$ 15,240,082	2.36%	393
Fiscal Year July 1, 2019 - June 30, 2020				
	Average Month End Market Value Balance	YTD Interest Income	YTD Gross Yield	YTD Average
OCIP	\$ 4,689,254,738	\$ 89,264,114	1.87%	288
OCEIP	\$ 5,218,935,707	\$ 100,178,350	1.93%	302
OC Extended Fund B	\$ -	\$ -	N/A	N/A

**ORANGE COUNTY TREASURER-TAX COLLECTOR
CASH AVAILABILITY PROJECTION
FOR THE SIX MONTHS ENDING DECEMBER 31, 2020**

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

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

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

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

The Cash Availability Projection for the six months ending December 31, 2020, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

ORANGE COUNTY INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
June 2020 - Ending Cash				\$ 13,561,917
July	\$ 1,137,516,825	\$ 419,518,240	\$ 920,309,817	650,287,165
August	368,286,173	486,263,380	643,671,441	861,165,277
September	318,615,672	492,326,325	582,808,690	1,089,298,584
October	167,541,421	1,093,657,829	534,760,833	1,815,737,001
November	178,654,756	1,523,604,717	1,070,606,349	2,447,390,125
December	124,949,450	2,627,409,575	1,111,575,855	4,088,173,295

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
June 2020 - Ending Cash				\$ 13,357,363
July	\$ 1,401,748,467	\$ 555,389,794	\$ 593,567,677	1,376,927,947
August	582,199,345	514,199,846	623,785,310	1,849,541,828
September	335,979,466	760,912,515	832,365,497	2,114,068,312
October	159,961,497	142,635,236	475,384,513	1,941,280,532
November	170,572,042	1,370,145,403	1,192,194,920	2,289,803,057
December	119,296,476	734,856,672	527,059,703	2,616,896,502

ORANGE COUNTY TREASURER-TAX COLLECTOR
STATEMENT OF ACCOUNTABILITY
FOR THE MONTH, QUARTER AND FISCAL YEAR ENDED JUNE 30, 2020

	<u>Month</u>	<u>Quarter</u>	<u>Year</u>
Treasurer's Accountability at the Beginning of the Period:	10,821,341,393	10,271,478,493	9,934,120,874
Cash Receipts:			
County	437,686,048	3,610,615,353	12,371,770,243
School and Community College Districts	479,585,012	2,261,249,834	8,489,041,182
Total Cash Receipts	917,271,060	5,871,865,187	20,860,811,425
Cash Disbursements:			
County	742,676,984	3,699,616,150	11,626,616,051
School and Community College Districts	730,401,840	2,173,600,637	8,906,872,098
Total Cash Disbursements	1,473,078,824	5,873,216,787	20,533,488,149
Net Change in Cost Value of Pooled Assets	(555,807,764)	(1,351,600)	327,323,276
Net Increase in Non-Pooled Investments	22,001	222,351	1,852,654
Net Increase in Non-Pooled Cash	6,017,616	1,224,002	8,276,442
Treasurer's Accountability at the End of the Period:	10,271,573,246	10,271,573,246	10,271,573,246
Assets in the Treasury at the End of the Period (at Cost Value):			
Pooled Investments:			
Orange County Investment Pool			4,955,315,180
Orange County Educational Investment Pool			5,156,911,463
Total Pooled Investments			10,112,226,643
Non Pooled Investments:			
Non-Pooled Investments - John Wayne Airport			53,179,160
Non-Pooled Investments - Fountain Valley School District Fund 40			34,677,636
Non-Pooled Investments - CCCD Series 2017E Bonds			21,613,414
Total Non-Pooled Investments			109,470,210
Cash:			
Cash in Banks - County			13,498,740
Cash in Banks - Schools			13,357,363
Cash in Banks - OC Sheriff			13,387,960
Cash in Banks - John Wayne Airport			9,569,153
Cash - Other			63,177
Total Cash			49,876,393
Total Assets in the Treasury at the End of the Period:			10,271,573,246



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

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

As of 07/15/2020, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2020.

Earnings Ratio		.00003710668261400
Interest Rate		1.36%
Dollar Day Total	\$	14,681,320.50
Quarter End Principal Balance	\$	161,457.58
Quarterly Interest Earned	\$	544.78



PMIA/LAIF Performance Report as of 07/15/20



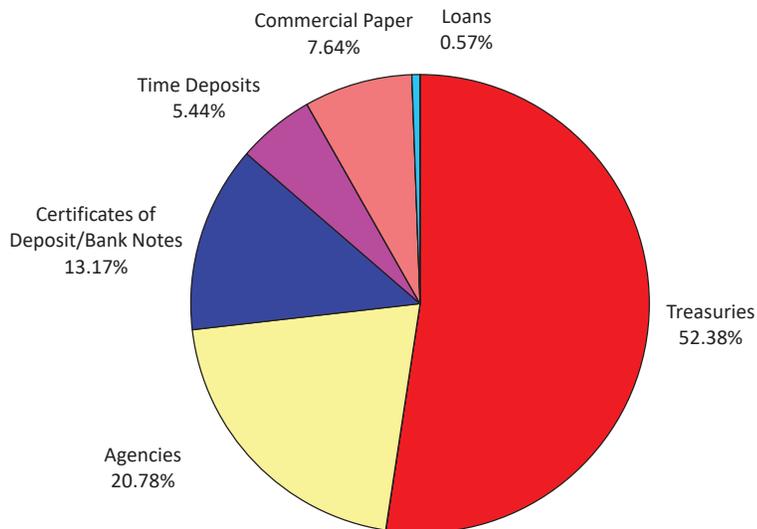
PMIA Average Monthly Effective Yields⁽¹⁾

Jun	1.217
May	1.363
Apr	1.648

Quarterly Performance Quarter Ended 06/30/20

LAIF Apportionment Rate ⁽²⁾ :	1.36
LAIF Earnings Ratio ⁽²⁾ :	0.000037106682614
LAIF Fair Value Factor ⁽¹⁾ :	1.004912795
PMIA Daily ⁽¹⁾ :	1.08%
PMIA Quarter to Date ⁽¹⁾ :	1.41%
PMIA Average Life ⁽¹⁾ :	191

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 06/30/20 \$101.0 billion



Percentages may not total 100% due to rounding

Daily rates are now available here. [View PMIA Daily Rates](#)

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

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PARS Post-Employment Benefits Trust

Account Report for the Period
7/1/2019 to 6/30/2020

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

Account Summary

Source	Balance as of 7/1/2019	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 6/30/2020
OPEB	\$40,119,075.06	\$0.00	\$2,105,695.21	\$73,631.94	\$0.00	\$0.00	\$42,151,138.33
Totals	\$40,119,075.06	\$0.00	\$2,105,695.21	\$73,631.94	\$0.00	\$0.00	\$42,151,138.33

Investment Selection

Source	
OPEB	Vanguard Balanced Strategy

Investment Objective

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

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	2.18%	13.94%	5.26%	-	-	-	6/26/2019

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

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

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

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of Agreement with Cumulus Technology Services, LLC for Professional Services	
Action:	Request for Approval	

BACKGROUND

The Information Technology Services (ITS) department, following recommendations from the Technology Advisory Group (TAG), has been assessing cost saving alternatives for the hosting of Ellucian Colleague, the district's Enterprise Resource Planning (ERP) and Student Information System (SIS). In October 2019, the district initiated an agreement with Cumulus Technology Services, LLC for consulting services to assist with this endeavor. A comprehensive analysis was provided which showed significant potential cost savings by having the district self-host these systems in its own cloud with either Amazon Web Services (AWS) or Microsoft Azure, the industry leaders.

ANALYSIS

To self-host, the district would need to migrate its ERP and SIS platforms from the Ellucian cloud to the district's own cloud. This type of initiative requires in-depth analysis and specialized skills in order to be executed successfully. As such, the district would like to enter into an agreement with Cumulus Technology Services, LLC for ongoing advising services related to cloud migration, cloud architecture, design and strategy. Cumulus Technology Services, LLC are subject matter experts in cloud services and have helped other California Community College districts successfully self-host their ERP and SIS technologies.

The agreement and scope of work with Cumulus Technology Services, LLC for professional services includes onsite and remote consulting. The total cost of the service engagement will not exceed \$24,000 at an hourly rate of \$160 per hour. The district reserves the right to terminate the agreement by providing thirty days written notice should the project be completed ahead of schedule.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Cumulus Technology Services, LLC for professional services as presented.

Fiscal Impact:	Not to exceed \$24,000	Board Date: August 10, 2020
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 on behalf of the Information Technology Services Department and Cumulus Technology Services LLC, having its principal business address located at 127 Frost Circle, Ventura CA 93003 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on 07-15-2020, whichever is later, and shall continue in full force and effect thereafter until and including 06-30-2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

giving a written notice of termination.

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed twenty four thousand dollars Dollars (\$24,000) ("Contract Amount"). Additional details are specified in **Exhibit A.**
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A.** Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A.** District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A,** Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Jesse Gonzalez
Assistant Vice Chancellor, Information Technology Services
2323 N. Broadway
Santa Ana, Ca 92706

Contractor: David Fuhrmann
127 Frost Circle
Ventura, CA, 93003

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

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

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

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

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

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

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

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

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

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

for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __David Fuhrmann

Print Title: __Owner

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Cumulus proposes to provide onsite and remote consulting services for the RSCCD Information Technology Services (ITS) migration of Colleague to either Amazon Web Services (AWS) or Microsoft Azure (Azure).

1. Advise the Assistant Vice Chancellor of Information Technology Services (AVC-ITS) on cloud migration issues
2. Meet with key stakeholders, as designated by the AVC-ITS, to discuss project objectives
3. Monitor and assess ongoing cloud costs and provide recommendations to optimize costs
4. Participate on Ellucian migration team
5. Attend project meetings (internal ITS meetings, meetings with Oculus-IT, and meetings with Ellucian)
6. Assess server performance data and provide advice for system sizing
7. Review software licensing and advise AVC-ITS
8. Recommend training for ITS staff
9. Provide as needed status reports to the AVC-ITS and other designees
10. Participate on working group to assess data warehouse options
11. Other tasks and duties as needed

The total cost for this engagement will not exceed \$24,000, not to exceed a total of 160 hours to be billed at a rate of \$150 per hour. Work will be invoiced monthly.

Work will commence upon return of the signed agreement, and will be completed by June 30, 2021.

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

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of Agreement with Go To Technologies, Inc. for Professional Services	
Action:	Request for Approval	

BACKGROUND

The district currently uses two separate systems to track technology break/fix issues and projects. The current systems have limited data sharing capabilities, which makes it challenging to support the intake and management of all IT related incidents, requests and projects. Upgrading and consolidating the existing systems are critical to improve service delivery, enhance the tracking of technology projects and to report on key metrics without having to use different software tools. The Information Technology Services (ITS) department conducted an initial assessment on several vendors that offer solutions for both IT service management and project management. Conducting a thorough evaluation process on vendor offerings requires specialized professional expertise to identify a suitable solution that meets district needs.

ANALYSIS

The district would like to enter into an agreement with Go To Technologies, Inc. to assist in identifying a new IT service management and project management solution. Go To Technologies, Inc. are subject matter experts and have successfully helped facilitate several IT management and technology related projects for the district in the past.

The agreement and scope of work with Go To Technologies, Inc. for professional services consists of system assessment, setting up a Proof of Concept (POC), system validation, recommendation and implementation proposal. The total cost of the service engagement will not exceed \$19,200 at an hourly rate of \$160 per hour. The district reserves the right to terminate the agreement by providing thirty days written notice should the project be completed ahead of schedule.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Go To Technologies, Inc. for professional services as presented.

Fiscal Impact:	Not to exceed \$19,200	Board Date: August 10, 2020
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, and Go To Technologies, Inc., having its principal business address located at 28 Old Rudnick Ln, Dover Delaware, 19901 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on August 11, 2020, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Nine-Teen Thousand, Two Hundred Dollars (\$19,200) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Jesse Gonzalez
Assistant Vice Chancellor, ITS
2323 N. Broadway
Santa Ana, Ca 92706

Contractor: Jorge Forero
28056 N. Edwards Road
San Tan Valley, AZ 85143

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

- 33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
- 34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __Jorge Forero

Print Title: __ CEO

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

See Attached Scope of Work - RSCCD IT Project Management Services



GO TO TECHNOLOGIES, INC.

Scope of Work for
Rancho Santiago Community College District
Project Management Services
July 27, 2020

Presented by:
Jorge Forero

Project Objectives

Background

Rancho Santiago Community College District (RSCCD) is in need of a new IT Project Management solution and Help Desk Management System to support the intake and management of all IT related incidents and projects.

Current State

RSCCD is currently using WebHelpDesk to capture trouble tickets and IT requests. This system has limitations for tracking, workflows, and reporting.

RSCCD currently does not have a Project Management tool to manage the intake and delivery of IT Projects. The software development team is using JIRA to track the development efforts of projects in progress.

The Infrastructure team and the local IT Support teams at the campuses (SAC, SCC) utilize spreadsheets to capture and track IT projects within their departments.

The IT Team has to manually capture data from WebHelpDesk, JIRA, and Spreadsheets to be able to report on the overall IT departments workload and accomplishments.

Business Purpose

This engagement will be divided into two phases; Assessment and Selection (Phase I), Implementation and Training (Phase II)

Go To Technologies will conduct an assessment of IT Project Management and ITSM (IT Service Management) tools to assist RSCCD in identifying and selecting the best fit solution for the organization for Phase I.

Go To Technologies will manage the implementation of the new solution and provide training to all the staff who will be utilizing the new solution.

Phase I - Inclusions

- Assessment of third-party tools
- Proof of Concept
- Recommendation for acquisition
- Negotiation with the Vendor

Phase II - Inclusions

- Management of Vendor services
- Management of implementation
- Training for all IT Staff
- Knowledge Transfer
- Set up of weekly, monthly, term, and Annual reports

Proposed Duration

The proposed engagement for each Phase:

Phase I

Eight weeks to evaluate the systems, set up a Proof Of Concept (POC), validate with test users in RSCCD and provide recommendation to the Assistant Vice Chancellor of ITS.

Phase II

Based on previous experience in implementing an ITSM And Project Management solution for an IT organization of more than 50 employees, it takes approximately 6 months. A detailed implementation plan will be delivered as a deliverable of Phase I.

Deliverables

Key Deliverables & Acceptance Criteria for Phase I

Go To Technologies will provide the following items (the "Go To Technologies Materials") to Customer during the Engagement to review and approve in accordance with the acceptance process set forth below:

Deliverable	Acceptance Criteria
Assessment of ITSM and Project Management Tools	▫ Reviewed and approved Assistant Vice-Chancellor of ITS
Conduct POC and Validation	▫ Reviewed and approved by IT Directors and Assistant Vice-Chancellor of ITS
Recommendation for solution selection	▫ Reviewed and approved by IT Directors and Assistant Vice-Chancellor of ITS
Proposal and Estimate for Implementation	▫ Reviewed and approved Assistant Vice-Chancellor of ITS

Change Management

Once the Statement of Work is approved, the project's scope and approach will be considered baselined. However, as the project progresses, there may be future requests for modifications to be made to the project's scope, schedule, budget, etc. Since changes present additional risks to the project, a project change request and management process will be followed to ensure that proposed changes will be properly identified, assessed, understood and approved before being accepted. The purpose of this process would be to minimize and control risk in the project; not to prevent change.

The Customer and Go To Technologies will fill out the "Change Management Work Order" form for any project changes. The Go To Technologies Project Manager will facilitate this change.

Fees and Payment for Phase I

All consulting services related to this project as outlined in this Scope of Work, shall be performed on a time and materials basis not to exceed **Nineteen Thousand – Two Hundred Dollars (\$19,200.00)**

There will be no additional cost for travel and expenses as the billable rate is all-inclusive.

Consulting Services Rates

The billable rate below is in US dollars currency.

GO TO TECHNOLOGIES RESOURCES	ESTIMATED BILLABLE HOURS	HOURLY RATE	TOTAL
IT Management Consultant	120	\$160	\$ 19,200.00
Total			\$ 19,200.00

This engagement will not exceed a total of 120 hours.

Payment Terms, Expenses and Taxes

Payment Terms

- A. All invoices are to be paid Net 30 from the time of receipt
- B. Invoices will be submitted on a weekly basis on the Monday following the established work week.
- C. All invoices shall be Submitted to:

Company Name: Rancho Santiago Community College District
Accounts Payable Department
Address: 2323 N. Broadway
Santa Ana, CA 92706

Telephone Number.:
Email:

Expenses

- A. There will be no additional charges for travel or expenses in this engagement.

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

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of Surplus Property	
Action:	Request for Approval	

BACKGROUND

The District procured a large amount of Personal Protection Equipment (PPE) from various vendors in recent months. The current Covid-19 pandemic has made PPE a valuable commodity that requires secure and controlled storage in the District Warehouse until distributed to the colleges and centers. In addition to the PPE purchased by the District, the Office of Emergency Services (OES) supplied the District with 45 pallets of PPE which include disposable masks, hand sanitizer, N95 masks, face shields and infrared thermometers. As of July 16, 2020 there were District surplus items, which requires an auction to dispose of, stored in the Warehouse. This property needed to be moved out of the Warehouse to accommodate the pallets of PPE being delivered within four business days of notification of delivery. Legally, in order to dispose of District property, the Board of Trustees must take action to declare these items as surplus property prior to the auction.

ANALYSIS

With consideration for the types of furniture and equipment available, which is routinely not selected for reuse, the recent spike in active Covid-19 cases, and the current limited access to District facilities, it was decided not to hold an open house for District staff, non-profit organizations and school districts per District Board Policy BP6550. Attached is a listing of all the surplus property as of July 16, 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 of.

Therefore, it is recommended, retroactively, that The Liquidation Company (TLC) pick up and store all surplus until the District's surplus property, in accordance with the terms and conditions of the current contract can be auctioned. 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 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: August 10, 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 Fixed Assets at July 2020

TAG	TYPE	DESCRIPTION	SERIAL NO	IN SERVICE?	USERS	SPPJ	BLDG	ROOM	DATE ACQUIRED	LAST INVENTORIED	COST
315315	TE	COMPUTER,	84XL251	N	5WARE	2490	SW	SW	06/17/04	06/22/20	\$ 1,582.47
319073	TE	COMPUTER, DELL	7V29WC1	N	5WARE	2370	SW	SW	05/01/07	07/20/20	\$ 1,408.85
320207	TE	COMPUTERS, DELL OPTIPLEX	5PQWXF1	N	5WARE	0000	SW	SW	04/01/08	07/20/20	\$ 1,047.50
321077	TE	COMPUTER, DELL OPTIPLEX	2V7QRL1	N	5WARE	0000	SW	SW	05/04/10	07/20/20	\$ 1,195.85
321384	EQ	Floor Scrubber	101611807	N	5WARE	3026	SW	SW	08/10/10	06/30/20	\$ 3,844.60
322715	TE	Laptop, Sac Media Checkout	76DHGT1	N	5WARE	0000	SW	SW	05/09/12	07/20/20	\$ 1,456.89
324504	TE	Computer, Desktop, Dell	11XNV12	N	5WARE	3036	SW	SW	06/18/14	07/20/20	\$ 1,302.77
324622	TE	Computer, Desktop, Dell	11YPV12	N	5WARE	3036	SW	SW	06/18/14	07/20/20	\$ 1,302.77
325249	TE	Printer, LaserJet,	HEWCF117A	N	5WARE	2550	SW	SW	12/17/13	07/20/20	\$ 2,267.84
326486	TE	Dell Desktop	J68RQ22	N	5WARE	7845	SW	SW	01/12/15	07/20/20	\$ 1,236.21
327099	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	06/09/15	07/20/20	\$ 1,142.74
327112	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	06/09/15	07/20/20	\$ 1,142.74
327163	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	06/09/15	07/20/20	\$ 1,142.74
327310	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	06/09/15	07/20/20	\$ 1,142.74
327447	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	06/09/15	07/20/20	\$ 1,142.74
327448	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	06/09/15	07/20/20	\$ 1,142.74
327465	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	06/09/15	07/20/20	\$ 1,142.74
F33685	TE	LAPTOP, BECKY MILLER	J2BCV91	N	5WARE	1810	SW	SW	04/25/06	07/20/20	\$ 2,263.05
F35654	TE	COMPUTER,	H00091SV20H	N	5WARE	1817	SW	SW	03/11/10	07/20/20	\$ 3,892.57
F37442	TE	Computer, Desktop, Dell	JBSQMS1	N	5WARE	1102	SW	SW	05/01/12	07/20/20	\$ 1,390.26
Grand Total											\$ 32,190.81

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**PURCHASE ORDERS SUPPLEMENT - RESOLUTION NO. 20-03
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 1, 2020 THROUGH JULY 28, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0061615	\$332,478.54	Loaner laptops for employees at Santa Ana College in support of Temporary Remote Instruction	DO -ITS	Approved by Chancellor Marvin Martinez with approval of the Board of Trustees and authorized by Resolution No. 20-03, Resolution Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19)
21-P0061929	\$142,547.20	Reimbursement to Credentials Solutions for direct refunds to the majority of students for Spring 2020 parking permits	Districtwide	Approved by Chancellor Marvin Martinez with approval of the Board of Trustees and authorized by Resolution No. 20-03, Resolution Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19)

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-B0001680	06/30/20	79	A&R Office - Credit	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	4,000.00
21-B0001851	07/01/20	71	Student Activities	Excess/Copies Usage	KONICA MINOLTA BUSINESS	2,500.00
21-B0001853	07/01/20	79	Auxiliary Services Office	Maint Contract - Office Equip	KONICA MINOLTA BUSINESS	8,832.60
21-B0001854	07/01/20	79	A&R Office - Credit	Non-Instructional Supplies	SCRIP SAFE SECURITY PRODUCTS	8,884.00
21-B0001855	07/01/20	79	A&R Office - Credit	Excess/Copies Usage	KONICA MINOLTA BUSINESS	2,500.00
21-B0001856	07/01/20	79	Admissions & Records	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-B0001857	07/08/20	79	Auxiliary Services Office	Other Operating Exp & Services	DE LAGE LANDEN FINANCIAL SERVICES	4,389.24
21-B0001858	07/08/20	79	Auxiliary Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	44,289.48
21-B0001859	07/15/20	79	Auxiliary Services Office	Other Operating Exp & Services	BOYD & ASSOCIATES	208.00
21-B0001860	07/15/20	79	Auxiliary Services Office	Other Operating Exp & Services	SCHICK RECORDS MGMT	1,301.76
21-B0001861	07/15/20	79	A&R Office - Credit	Non-Instructional Supplies	EAGLE GRAPHICS INC	4,962.50
21-P0061527	07/01/20	12	Distance Education	Software License and Fees	INTELECOM	1,500.00
21-P0061529	07/01/20	12	Distance Education	Software License and Fees	RESPONDUS INC	2,545.00
21-P0061539	07/01/20	12	Library Services	Library Books - Databases	CCLC COMMUNITY COLLEGE LEAGUE	48,495.95
21-P0061542	07/01/20	11	Business Operations' Office	Inst Dues & Memberships	CASBO CALIF ASSOC OF SCHOOL	1,000.00
20-P0061545	06/22/20	13	Maintenance	Contracted Services	VERNES PLUMBING INC	873.02
20-P0061546	06/22/20	13	International Student Program	Contracted Services	ELS EDUCATIONAL SERVICES INC	2,100.00
20-P0061548	06/22/20	12	Upward Bound	Non-Instructional Supplies	LOCTEK ERGONOMIC	705.76
20-P0061549	06/22/20	12	Upward Bound	Instructional Supplies	GOV CONNECTION	718.41
21-P0061550	07/01/20	11	Risk Management	Non-Instructional Supplies	AMAZON COM	181.34
20-P0061551	06/22/20	12	Sci, Math, Health Sci Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	14,780.54
20-P0061552	06/22/20	12	Upward Bound	Awards & Incentives	MICHAEL J MACKENZIE	326.26
20-P0061553	06/22/20	12	Upward Bound	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,049.62
20-P0061554	06/23/20	61	Risk Management	Legal Expenses	SOLOMON LAW, APC	10,000.00
20-P0061555	06/23/20	11	Business Operations' Office	Contracted Services	CALIF MUNICIPAL STATISTICS	500.00
20-P0061556	06/23/20	41	Facility Planning Office	Software License and Fees	DABBLEFOX LLC	7,500.00
20-P0061557	06/23/20	12	DSPS	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	3,032.44
20-P0061558	06/23/20	41	Facility Planning Office	Equip-w/Contr Svc > \$5,000	CASE EMERGENCY SYSTEMS, INC.	10,900.00
20-P0061559	06/23/20	11	Facility Planning Office	Public Agencies' Assess & Fees	COUNTY OF ORANGE	354.00
20-P0061560	06/23/20	41	Facility Planning Office	Site Improv - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	51,500.00
20-P0061561	06/23/20	41	Facility Planning Office	Site Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	856.44
20-P0061562	06/23/20	13	Maintenance	Contracted Repair Services	VERNES PLUMBING INC	2,274.93
20-P0061563	06/23/20	11	Risk Management	Non-Instructional Supplies	CRISP ENTERPRISES, INC.	688.28
20-P0061564	06/23/20	11	Maintenance	Non-Instructional Supplies	ORANGE COAST HARDWARE & LUMBER CO	78.19
20-P0061565	06/23/20	12	Safety & Parking - DO	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	207.40
20-P0061566	06/23/20	41	Facility Planning Office	Non-Instructional Supplies	OFFICE FURNITURE GROUP, LLC	1,849.16
20-P0061567	06/23/20	41	Facility Planning Office	Site Improv - Contractor Svcs	NATA CONSTRUCTION INC	19,730.00
20-P0061568	06/23/20	41	Facility Planning Office	Equip-w/Contr Svc > \$5,000	CASE EMERGENCY SYSTEMS, INC.	50,003.98
21-P0061569	07/01/20	11	Purchasing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0061570	06/23/20	12	Chemistry	Instructional Supplies	MORRIS AND LEE INC	4,909.98
20-P0061571	06/23/20	11	Payroll	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	116.64
21-P0061572	07/01/20	12	Continuing Education Division	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	5,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0061573	07/01/20	12	Library Services	Library Books - Databases	OCLC ONLINE COMPUTER LIBRARY	2,518.32
21-P0061574	07/01/20	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
21-P0061575	07/01/20	12	Continuing Education Division	Non-Instructional Supplies	HOME DEPOT	500.00
21-P0061576	07/01/20	12	Library Services	Library Books - Databases	SIDECAR PUBLICATIONS LLC	348.00
20-P0061577	06/25/20	12	Diesel	Equip-All Other >\$1,000<\$5,000	MATCO TOOLS	9,339.21
20-P0061578	06/25/20	13	Digital Media Center	Non-Instructional Supplies	BOYD & ASSOCIATES	395.00
20-P0061579	06/25/20	33	EHS Administration	Non-Instructional Supplies	SIGNAL HILL AUTO ENTERPRISES	7,920.62
20-P0061580	06/25/20	11	Administrative Services Office	Conference Expenses	SKILLPATH SEMINARS	183.21
21-P0061581	07/01/20	12	Financial Aid Office	Drinking Water Service	PARADISE SPRINGS DRINKING WATER	902.00
20-P0061582	06/25/20	11	CJ/Academies	Maint/Oper Service Agreements	PYRO-COMM SYSTEMS, INC.	1,098.50
21-P0061583	07/01/20	11	Nursing	Other Licenses & Fees	STATE OF CALIFORNIA	750.00
20-P0061584	06/25/20	11	CJ/Academies	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	245.80
20-P0061585	06/25/20	12	Business Division Office	Reproduction/Printing Expenses	MOLLER CREATIVE GROUP	495.00
20-P0061586	06/25/20	12	Automotive Technology/Engine	Instructional Supplies	BUSCO DISTRIBUTION LLC	6,242.12
20-P0061587	06/25/20	12	Automotive Technology/Engine	Equip-Fed Prgm >\$1,000< \$5,000	TOOLTOPIA LLC	12,332.09
20-P0061588	06/25/20	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	2,520.87
20-P0061589	06/25/20	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	2,526.22
20-P0061590	06/25/20	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	3,016.12
20-P0061591	06/25/20	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	2,076.99
20-P0061592	06/25/20	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	1,711.38
20-P0061593	06/25/20	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	2,733.36
20-P0061594	06/25/20	12	Automotive Technology/Engine	Equip-Fed Prgm >\$1,000< \$5,000	SNAP ON EQUIPMENT	14,815.41
20-P0061595	06/25/20	12	Automotive Technology/Engine	Equip-Fed Prgm >\$1,000< \$5,000	MATCO TOOLS	6,882.66
21-P0061596	07/01/20	11	Maintenance & Operations	Contracted Services	CLIMATEC LLC	3,775.00
* 21-P0061597	07/01/20	11	Publications	Maint Contract - Other Equip	INFORMATION MANAGEMENT DBA: MYBINDING.COM	2,656.00
* 21-P0061597	07/01/20	13	Publications	Maint Contract - Other Equip	INFORMATION MANAGEMENT DBA: MYBINDING.COM	664.00
PO Amt Total for * 21-P0061597:						3,320.00
21-P0061598	07/01/20	13	Admin Services Office	Telephone & Pager Services	JAROTH INC	530.00
21-P0061599	07/01/20	13	Operations	Contracted Services	DIRECTV	1,850.00
21-P0061600	07/01/20	12	Continuing Education Division	Electricity	SO CALIF EDISON CO	10,664.00
21-P0061601	07/01/20	12	Academic Affairs Office	Instructional Supplies	SEHI COMPUTER PRODUCTS	10,000.00
20-P0061602	06/26/20	11	Business Operations' Office	Audit	EIDE BAILLY LLP	29,560.00
20-P0061603	06/29/20	33	EHS Administration	Non-Instructional Supplies	ASTERIA, INC.	1,070.65
20-P0061604	06/29/20	13	Public Affairs/Gov Rel Office	Advertising	EXCELSIOR	600.00
20-P0061605	06/29/20	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	326.10
20-P0061606	06/29/20	11	Safety & Security Office	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	469.60
20-P0061607	06/29/20	11	Safety & Security Office	Contracted Services	JUNIORS GOLF CARTS INC	263.68
20-P0061608	06/30/20	13	International Student Program	Contracted Services	WHOLEREN, LLC	3,200.00
20-P0061609	06/30/20	11	Purchasing	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	6,240.00
20-P0061610	06/30/20	41	Facility Planning Office	Site Improv - Other Services	LSA ASSOCIATES INC	10,000.00
21-P0061611	07/01/20	12	Human Resources Office	Inst Dues & Memberships	ACHRO EEO ASSOC OF CHIEF HUMAN	450.00
* 20-P0061612	06/30/20	11	Public Affairs/Gov Rel Office	Advertising	EXCELSIOR	255.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
* 20-P0061612	06/30/20	13	Public Affairs/Gov Rel Office	Advertising	EXCELSIOR	1,070.00
					PO Amt Total for * 20-P0061612:	1,325.00
20-P0061613	06/30/20	12	Safety & Parking - DO	Lease Agreement - Facility	COUNTY OF ORANGE	65.46
20-P0061614	06/30/20	41	Facility Planning Office	Buildings - Lic/Tax/Agcy Fees	BOARD OF GOVERNORS	90,000.00
21-P0061615	07/01/20	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	332,478.54
20-P0061616	06/30/20	11	Maintenance & Operations	Contracted Services	PRECISION REFRIGERATION SERVICES	459.83
20-P0061617	06/30/20	11	Maintenance & Operations	Contracted Repair Services	ACADEMY ELECTRIC INC	2,155.00
21-P0061618	07/01/20	11	Maintenance & Operations	Contracted Services	QUEZADA PRO LANDSCAPE INC	13,200.00
20-P0061619	06/30/20	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	133.83
21-P0061620	07/01/20	11	Maintenance & Operations	Contracted Services	AQUA CLEAR WATER TREATMENT	7,080.00
20-P0061621	06/30/20	11	Safety & Security Office	Contracted Services	PYRO-COMM SYSTEMS, INC.	604.50
21-P0061622	07/01/20	13	Educational Services Office	Contracted Services	AGUAYO ANA	10,000.00
21-P0061623	07/02/20	13	Maintenance	Non-Instructional Supplies	REGENCY LIGHTING	7,500.00
21-P0061624	07/02/20	11	Publications	Non-Instructional Supplies	HOME DEPOT	125.00
21-P0061625	07/02/20	11	Maintenance	Non-Instructional Supplies	HOME DEPOT	7,500.00
21-P0061626	07/01/20	13	Publications	Reproduction/Printing Expenses	R AND T BOOKBINDING, INC.	1,000.00
21-P0061627	07/02/20	11	Maintenance	Contracted Repair Services	SUPERIOR ELECTRIC MOTOR SERVICE INC	2,000.00
21-P0061628	07/02/20	13	Santiago Canyon College	Contracted Services	GOODWILL INDUSTRIES OF ORANGE COUNTY	8,000.00
21-P0061629	07/02/20	13	Library Services	Maint Contract - Office Equip	BIBLIOTHECA LLC	5,610.05
21-P0061630	07/02/20	11	Grounds	Contracted Repair Services	ALANS LAWNMOWER & GARDEN CTR	2,000.00
21-P0061631	07/02/20	11	Transportation	Contracted Repair Services	MATERIAL HANDLING SUPPLY INC	2,000.00
21-P0061632	07/02/20	11	Transportation	Repair & Replacement Parts	POWERTRON	8,000.00
21-P0061633	07/02/20	11	Transportation	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	9,000.00
21-P0061634	07/02/20	11	Transportation	Contracted Repair Services	TENNANT SALES & SVC CO	6,000.00
21-P0061635	07/02/20	11	Transportation	Contracted Repair Services	TURF STAR INC	8,500.00
21-P0061636	07/02/20	13	Maintenance	Non-Instructional Supplies	KNORR SYSTEMS INC	1,000.00
21-P0061637	07/02/20	13	Maintenance	Contracted Repair Services	SADDLEBACK GOLF CARS	2,000.00
21-P0061638	07/02/20	13	Maintenance	Contracted Repair Services	YALE CHASE	3,000.00
21-P0061639	07/02/20	11	Transportation	Contracted Repair Services	PETES ROAD SVC	5,000.00
21-P0061640	07/02/20	11	Transportation	Repair & Replacement Parts	TENNANT SALES & SVC CO	5,000.00
21-P0061641	07/02/20	11	Maintenance	Rental-Equipment (Short-term)	EBERHARD EQUIPMENT	1,500.00
21-P0061642	07/02/20	11	Maintenance	Non-Instructional Supplies	GANAHL LUMBER CO	3,500.00
21-P0061643	07/02/20	11	Maintenance	Non-Instructional Supplies	DUNN EDWARDS CORP	11,000.00
21-P0061644	07/02/20	11	Maintenance	Repair & Replacement Parts	CAMFIL USA INC	3,000.00
21-P0061645	07/02/20	11	Maintenance	Non-Instructional Supplies	ANIXTER INC	7,500.00
21-P0061646	07/02/20	11	Maintenance	Contracted Repair Services	AAA ELECTRIC MOTOR SALES	8,500.00
21-P0061647	07/02/20	11	Maintenance	Repair & Replacement Parts	HAJOCA CORP	14,700.00
21-P0061648	07/02/20	11	Transportation	Gasoline	SC FUELS	14,950.00
21-P0061649	07/02/20	11	Custodial	Non-Instructional Supplies	MAINTEX INC	14,950.00
21-P0061650	07/02/20	11	Custodial	Non-Instructional Supplies	GORM INC	14,950.00
21-P0061651	07/02/20	11	Maintenance	Non-Instructional Supplies	IRVINE PIPE SUPPLY	14,700.00
21-P0061652	07/02/20	11	Custodial	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	12,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0061653	07/02/20	13	Maintenance	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES	14,950.00
21-P0061654	07/06/20	12	Health & Wellness Center	Non-Instructional Supplies	PHARMEDIX	3,500.00
21-P0061655	07/06/20	12	Health & Wellness Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0061656	07/06/20	11	Kinesiology - Admin Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,875.00
21-P0061657	07/06/20	12	Health & Wellness Center	Non-Instructional Supplies	NESTLE WATERS NORTH AMERICA	350.00
21-P0061658	07/06/20	12	Health & Wellness Center	Contracted Services	QUEST DIAGNOSTICS	3,800.00
21-P0061659	07/06/20	12	Health & Wellness Center	Non-Instructional Supplies	GU LOGIC INC	300.00
21-P0061660	07/06/20	11	Custodial	Non-Instructional Supplies	INDUSTRIAL FORMULATORS, INC.	6,000.00
21-P0061661	07/06/20	11	Maintenance	Non-Instructional Supplies	TAYLOR FLAG & BANNER CO	2,000.00
21-P0061662	07/06/20	11	Grounds	Non-Instructional Supplies	ALANS LAWNMOWER & GARDEN CTR	2,500.00
21-P0061663	07/06/20	11	Transportation	Repair & Replacement Parts	BOYCE INDUSTRIES	500.00
21-P0061664	07/06/20	11	Transportation	Contracted Repair Services	BOYCE INDUSTRIES	1,000.00
21-P0061665	07/06/20	12	Humanities & Social Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	7,500.00
21-P0061666	07/06/20	12	Health & Wellness Center	Food and Food Service Supplies	SMART & FINAL	400.00
21-P0061667	07/06/20	11	Transportation	Repair & Replacement Parts	ORANGE COUNTY AUTO PARTS	1,000.00
21-P0061668	07/06/20	11	Transportation	Repair & Replacement Parts	THE PAPE GROUP INC	6,000.00
21-P0061669	07/06/20	11	Transportation	Non-Instructional Supplies	PRAXAIR DIST INC	500.00
21-P0061670	07/06/20	13	Maintenance	Non-Instructional Supplies	GRAINGER	9,000.00
21-P0061671	07/06/20	11	Maintenance	Non-Instructional Supplies	HD SUPPLY CONSTRUCTION SUPPLY, LTD	4,000.00
21-P0061672	07/06/20	13	Maintenance	Non-Instructional Supplies	DUNN EDWARDS CORP	1,700.00
21-P0061673	07/06/20	11	Maintenance	Repair & Replacement Parts	HILLS BROS LOCK & SAFE	3,500.00
21-P0061674	07/06/20	12	Academic Affairs Office	Instructional Supplies	CANDELA CORP	2,000.00
21-P0061675	07/06/20	11	Publications	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	150.00
21-P0061676	07/06/20	13	Maintenance	Non-Instructional Supplies	JOHNSTONE SUPPLY	500.00
21-P0061677	07/06/20	13	Maintenance	Repair & Replacement Parts	IRVINE PIPE SUPPLY	7,000.00
21-P0061678	07/07/20	41	Facility Planning Office	Non-Instructional Supplies	ULINE	490.54
21-P0061679	07/07/20	13	Library Services	Software License and Fees	LIBRARY OF CONGRESS	525.00
21-P0061680	07/07/20	11	Transportation	Other Licenses & Fees	SCAQMD	144.51
21-P0061681	07/07/20	12	Health & Wellness Center	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	7,500.00
21-P0061682	07/07/20	11	Transportation	Gasoline	UNITED RENTALS	1,500.00
21-P0061683	07/07/20	33	CDC Administration	Other Licenses & Fees	DEPT OF SOCIAL SERVICES	242.00
21-P0061684	07/07/20	33	CDC Administration	Other Licenses & Fees	DEPT OF SOCIAL SERVICES	484.00
21-P0061685	07/07/20	12	Health & Wellness Center	Contracted Services	MEDICAL BILLING TECH INC	2,000.00
21-P0061686	07/07/20	33	EHS Administration	Inst Dues & Memberships	CA HEAD START ASSOC.	450.00
21-P0061687	07/07/20	11	Maintenance	Non-Instructional Supplies	MAINTENANCE SOLUTION INC	4,000.00
21-P0061688	07/07/20	11	Maintenance	Non-Instructional Supplies	RICHARD L. DORSEY	5,000.00
21-P0061689	07/07/20	11	Maintenance	Non-Instructional Supplies	INTERMOUNTAIN LOCK & SECURITY SUPPLY	5,000.00
21-P0061690	07/07/20	11	Maintenance	Non-Instructional Supplies	GRAINGER	14,950.00
21-P0061691	07/07/20	41	Facility Planning Office	Site Improv - Contractor Svcs	QUEZADA PRO LANDSCAPE INC	14,408.00
21-P0061692	07/07/20	11	Fiscal Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	7,500.00
20-P0061693	06/30/20	11	Maintenance & Operations	Contracted Repair Services	HANNEMAN TIM	120.00
21-P0061694	07/08/20	41	Facility Planning Office	Bldg Impr - Cost Estimating	HELEKAR JAY	8,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0061695	07/08/20	13	Maintenance	Non-Instructional Supplies	GREENS SECURITY CTR INC	300.00
21-P0061696	07/08/20	13	Maintenance	Non-Instructional Supplies	AAA ELECTRIC MOTOR SALES	1,500.00
21-P0061697	07/08/20	13	Admin Services Office	Postage	PURCHASE POWER	500.00
21-P0061698	07/08/20	13	Maintenance	Non-Instructional Supplies	HOME DEPOT	6,000.00
21-P0061699	07/08/20	13	Maintenance	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	2,000.00
21-P0061700	07/08/20	13	Maintenance	Non-Instructional Supplies	HOME DEPOT	500.00
21-P0061701	07/09/20	13	Maintenance	Non-Instructional Supplies	WALTERS WHOLESALE ELECTRIC CO	14,250.00
21-P0061702	07/09/20	13	Maintenance	Non-Instructional Supplies	BURKE/WACO	7,400.00
21-P0061703	07/09/20	11	Administrative Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,092.50
21-P0061704	07/09/20	11	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	25,000.00
21-P0061705	07/09/20	11	Maintenance	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
21-P0061706	07/09/20	11	Maintenance & Operations	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	10,000.00
21-P0061707	07/09/20	11	Maintenance & Operations	Non-Instructional Supplies	HOME DEPOT	4,000.00
21-P0061708	07/09/20	12	Financial Aid Office	Inst Dues & Memberships	NASFAA NATL ASSOC OF STUDENT	4,610.00
21-P0061709	07/09/20	11	Publications	Non-Instructional Supplies	CANON SOLUTIONS AMERICA, INC	5,000.00
21-P0061710	07/09/20	11	Maintenance & Operations	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	5,000.00
20-P0061711	06/30/20	12	Special Services Office	Other Exp Paid for Students	NGC US, LLC	12,698.25
20-P0061712	06/30/20	12	EOPS	Other Exp Paid for Students	NGC US, LLC	4,916.25
20-P0061713	06/30/20	12	Special Services Office	Other Exp Paid for Students	NGC US, LLC	7,524.50
21-P0061714	07/10/20	12	Financial Aid Office	Equip-All Other >\$1,000<=\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,466.82
21-P0061715	07/13/20	13	Business Division Office	Inst Dues & Memberships	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	5,000.00
21-P0061716	07/13/20	13	Maintenance	Non-Instructional Supplies	WATERLINE TECHNOLOGIES	11,500.00
21-P0061717	07/13/20	11	Maintenance	Repair & Replacement Parts	WATERLINE TECHNOLOGIES	3,250.00
21-P0061718	07/13/20	11	Grounds	Non-Instructional Supplies	EBERHARD EQUIPMENT	2,000.00
21-P0061719	07/13/20	11	Grounds	Contracted Repair Services	EBERHARD EQUIPMENT	5,000.00
21-P0061720	07/13/20	11	Grounds	Repair & Replacement Parts	EBERHARD EQUIPMENT	2,000.00
21-P0061721	07/13/20	11	Grounds	Non-Instructional Supplies	ANGELUS QUARRIES BLDG	10,000.00
21-P0061722	07/13/20	11	Transportation	Contracted Repair Services	ARIZONA MACHINERY	4,000.00
21-P0061723	07/13/20	11	Grounds	Non-Instructional Supplies	SITEONE LANDSCAPE SUPPLY LLC	10,000.00
21-P0061724	07/13/20	11	Grounds	Non-Instructional Supplies	DUNN EDWARDS CORP	5,000.00
21-P0061725	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,500.00
21-P0061726	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	SMART & FINAL	1,000.00
21-P0061727	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	DON BOOKSTORE	300.00
21-P0061728	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	HOME DEPOT	800.00
21-P0061729	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	GRAINGER	600.00
21-P0061730	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	SPECTRUM GAS PRODUCTS	750.00
21-P0061731	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	700.00
21-P0061732	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	500.00
21-P0061733	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	650.00
21-P0061734	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	HARDY DIAGNOSTICS	200.00
21-P0061735	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	NILES BIOLOGICAL INC	700.00
21-P0061736	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	1,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0061737	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	AMICO SCIENTIFIC CORP	700.00
21-P0061738	07/13/20	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	1,000.00
21-P0061739	07/13/20	12	Chemistry	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	1,200.00
21-P0061740	07/13/20	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	2,000.00
21-P0061741	07/13/20	12	Chemistry	Instructional Supplies	SIGMA ALDRICH INC	1,700.00
21-P0061742	07/13/20	12	Biology	Instructional Supplies	JESUS GUARDADO	1,000.00
21-P0061743	07/13/20	12	Continuing Education Division	Landscaping	AFFORDABLE HOUSING SPECIALISTS GROUP LLC	2,275.00
21-P0061744	07/13/20	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	MCBAIN INSTRUMENTS A CALIF LP	4,375.00
21-P0061745	07/13/20	11	Sci, Math, Health Sci Office	Contracted Repair Services	EDWARD COSNER	800.00
21-P0061746	07/13/20	12	Chemistry	Instructional Supplies	PRAXAIR DIST INC	900.00
21-P0061747	07/13/20	12	Career Ed & Work Dev Office	Contracted Services	VITAL LINK OF ORANGE COUNTY	3,000.00
21-P0061748	07/13/20	11	District Wide Technology	Contracted Services	AI-MEDIA, INC.	594.00
20-P0061749	06/30/20	12	Special Services Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,855.42
20-P0061750	06/30/20	12	EOPS	Advertising	DON BOOKSTORE	1,182.64
20-P0061751	06/30/20	12	Special Services Office	Other Exp Paid for Students	DON BOOKSTORE	611.81
20-P0061752	06/30/20	61	Risk Management	Self Insurance Claims	HIGH RISE GLASS & DOORS INC	16,978.00
21-P0061753	07/14/20	11	Maintenance & Operations	Contracted Repair Services	PROFESSIONAL PLUMBING &	630.00
21-P0061754	07/14/20	11	Facility Planning Office	Courier/Delivery Services	ON TRAC	300.00
21-P0061755	07/14/20	11	Maintenance & Operations	Contracted Services	SUNBELT CONTROLS INC	5,600.00
21-P0061756	07/14/20	41	Administrative Services Office	Bldg Impr - Contractor Svcs	DANS MACHINE REPAIR	1,153.88
21-P0061757	07/14/20	11	Purchasing	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	24,000.00
21-P0061758	07/14/20	62	Risk Management	Contracted Services	CORVEL ENTERPRISE COMP INC	7,350.00
21-P0061759	07/14/20	61	Risk Management	Hazardous Materials Removal	FRS ENVIRONMENTAL	2,500.00
21-P0061760	07/14/20	61	Risk Management	Hazardous Materials Removal	AGRITEC INTERNATIONAL LTD	500.00
21-P0061761	07/14/20	61	Risk Management	Hazardous Materials Removal	STERICYCLE INC	3,500.00
21-P0061762	07/14/20	11	District Wide Technology	Contracted Services	SOCAL SHRED LLC	700.00
21-P0061763	07/14/20	33	CDC Administration	Software Support Service	MCT TECHNOLOGY INC.	7,511.00
21-P0061764	07/14/20	11	Maintenance	Maint/Oper Service Agreements	STATE CHEMICAL MFG CO	12,977.32
21-P0061765	07/14/20	33	EHS Administration	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	24,166.10
21-P0061766	07/14/20	12	Professional Development	Contracted Services	KUMASHIRO KEVIN	6,000.00
21-P0061767	07/14/20	12	Engineering	Instructional Supplies	JAMECO ELECTRONICS	1,442.81
21-P0061768	07/15/20	11	Purchasing	Reproduction/Printing Expenses	WE DO GRAPHICS INC	486.16
21-P0061769	07/15/20	12	Upward Bound	Books, Mags & Subscrip-Non-Lib	AMAZON COM	411.08
21-P0061770	07/15/20	13	Custodial	Non-Instructional Supplies	AMERICAN CHEMICAL & SANITARY	2,000.00
21-P0061771	07/15/20	13	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	2,000.00
21-P0061772	07/15/20	12	Health & Wellness	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
21-P0061773	07/15/20	12	Financial Aid Office	Contracted Services	GROSSMONT-CUYAMACA CCD	1,670.00
21-P0061774	07/16/20	11	Grounds	Non-Instructional Supplies	V&E TREE SERVICE INC	2,000.00
21-P0061775	07/16/20	11	Transportation	Contracted Services	METROPRO TOWING INC	500.00
21-P0061776	07/16/20	11	Chancellor's Office	Inst Dues & Memberships	ACCT ASSOC OF COMMUNITY	8,596.00
21-P0061777	07/16/20	11	Chancellor's Office	Inst Dues & Memberships	CCLC COMMUNITY COLLEGE LEAGUE	41,821.00
21-P0061778	07/16/20	11	Chancellor's Office	Inst Dues & Memberships	CCLC COMMUNITY COLLEGE LEAGUE	2,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0061779	07/16/20	11	Chancellor's Office	Inst Dues & Memberships	CCLC COMMUNITY COLLEGE LEAGUE	13,600.00
21-P0061780	07/16/20	11	Chancellor's Office	Inst Dues & Memberships	OCSBA ORANGE CO SCHOOL BOARD ASSOC	250.00
21-P0061781	07/16/20	11	Chancellor's Office	Inst Dues & Memberships	NCCHC NATIONAL COMMUNITY COLLEGE	650.00
21-P0061782	07/16/20	11	Maintenance	Contracted Services	MINH LE	657.39
21-P0061783	07/16/20	11	Grounds	Non-Instructional Supplies	BISHOP CO	2,500.00
21-P0061784	07/16/20	11	Facility Planning Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,500.00
21-P0061785	07/16/20	11	Human Resources Office	Inst Dues & Memberships	LIEBERT CASSIDY WHITMORE	4,470.00
21-P0061786	07/16/20	12	Counseling	Software License and Fees	VALSOFT CORPORATION	5,250.00
21-P0061787	07/16/20	12	Career Center	Internet Services	COLLEGESOURCE INC	11,290.00
21-P0061788	07/16/20	11	Maintenance & Operations	Contracted Services	AIR TREATMENT CORP	6,500.00
21-P0061789	07/16/20	11	Maintenance & Operations	Contracted Services	AIR TREATMENT CORP	4,900.00
21-P0061790	07/16/20	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
21-P0061791	07/16/20	43	Facility Planning Office	Bldgs - Blueprint/Reprod/Adver	CALIFORNIA NEWSPAPERS PARTNERSHIP	3,607.68
21-P0061792	07/16/20	11	Maintenance & Operations	Contracted Services	PROFESSIONAL PLUMBING &	895.00
21-P0061793	07/16/20	12	Career Ed & Work Dev Office	Contracted Services	THE WONDERLAND GROUP, INC.	2,387.00
21-P0061794	07/16/20	11	District Wide Technology	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,000.00
21-P0061795	07/16/20	11	District Wide Technology	Non-Instructional Supplies	MONOPRICE INC	8,000.00
21-P0061796	07/16/20	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	3,000.00
21-P0061797	07/16/20	11	Grounds	Non-Instructional Supplies	ORANGE COUNTY FARM SUPPLY	4,000.00
21-P0061798	07/16/20	11	Fine & Performing Arts Office	Non-Instructional Supplies	REGAL OFFICE SUPPLY	1,000.00
21-P0061799	07/16/20	33	EHS Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	3,000.00
21-P0061800	07/16/20	11	Board of Trustees	Conference Expenses	FARMERS AND MERCHANTS BANK OF LONG BEACH	7,000.00
21-P0061801	07/16/20	11	Board of Trustees	Non-Instructional Supplies	MICHAEL J MACKENZIE	500.00
21-P0061802	07/16/20	11	Board of Trustees	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0061803	07/16/20	12	Pharmacy Technology	Advertising	25TH HOUR COMMUNICATIONS	4,000.00
21-P0061804	07/16/20	11	Risk Management	Non-Instructional Supplies	GRAINGER	1,500.00
21-P0061805	07/16/20	11	Risk Management	Non-Instructional Supplies	HOME DEPOT	500.00
20-P0061806	06/30/20	13	Maintenance	Contracted Repair Services	SO CAL LAND MAINTENANCE INC	1,345.00
20-P0061807	06/30/20	13	Maintenance	Contracted Repair Services	SO CAL LAND MAINTENANCE INC	1,402.63
21-P0061808	07/16/20	13	Chancellor's Office	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	2,846.70
21-P0061809	07/17/20	11	Purchasing	Reproduction/Printing Expenses	WE DO GRAPHICS INC	284.05
21-P0061810	07/17/20	12	Family & Consumer Studies	Instructional Supplies	WEBSTAUANT STORE, INC.	728.67
21-P0061811	07/17/20	11	Fire Academy	Gasoline	VOYAGER FLEET SYSTEM INC	2,600.00
21-P0061812	07/17/20	12	Family & Consumer Studies	Instructional Supplies	SMART & FINAL	700.00
21-P0061813	07/17/20	12	Family & Consumer Studies	Instructional Supplies	STATER BROS	500.00
21-P0061814	07/17/20	12	Media Systems	Instructional Supplies	GRIFFIN ACE HARDWARE	2,000.00
21-P0061815	07/17/20	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	5,000.00
21-P0061816	07/17/20	12	Media Systems	Instructional Supplies	GRAINGER	2,000.00
21-P0061817	07/17/20	12	Media Systems	Instructional Supplies	HOME DEPOT	2,000.00
21-P0061818	07/17/20	12	Media Systems	Instructional Supplies	TROXELL COMM INC	5,000.00
21-P0061819	07/17/20	12	Media Systems	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
21-P0061820	07/17/20	12	Welding	Inst Dues & Memberships	NC3-NATIONAL COALITION OF CERT CTR	5,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0061821	07/17/20	11	Maintenance	Maint/Oper Service Agreements	GARCIA ALBERTO	2,290.00
21-P0061822	07/17/20	11	Maintenance	Maint/Oper Service Agreements	TAB ANSWER NETWORK	623.75
21-P0061823	07/17/20	11	Central Plant	Maint/Oper Service Agreements	HSG, INC., DBA CONTROL CONCEPTS	14,395.00
21-P0061824	07/17/20	11	Chancellor's Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
21-P0061825	07/17/20	11	Chancellor's Office	Telephone & Pager Services	FARMERS AND MERCHANTS BANK OF LB	1,800.00
21-P0061826	07/17/20	11	Chancellor's Office	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	1,000.00
21-P0061827	07/17/20	11	Chancellor's Office	Food and Food Service Supplies	FARMERS AND MERCHANTS BANK OF LB	2,000.00
21-P0061828	07/17/20	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	454.66
21-P0061829	07/17/20	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	8,791.68
21-P0061830	07/17/20	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	3,227.26
21-P0061831	07/17/20	11	CJ/Academies	Contracted Services	AMERICAN CITY PEST CONTROL INC	2,346.00
21-P0209537	07/01/20	11	District Wide Technology	Software Support Service-Fixed	CARASOFT TECHNOLOGY CORPORATION	54,483.20
20-P0209560	06/23/20	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	370,200.00
20-P0209561	06/23/20	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	464,911.00
20-P0209563	06/23/20	12	Resource Development	Contracted Services	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	201,511.00
20-P0209564	06/24/20	12	Safety & Parking - DO	Software License and Fees	LIVESAFE INC	15,000.00
20-P0209565	06/30/20	11	District Wide Technology	Software Support Service-Fixed	EVISIONS	1,899.00
20-P0209566	06/30/20	12	Resource Development	Contracted Services	SANTA BARBARA COUNTY EDUCATION OFFICE	200,000.00
20-P0209567	06/30/20	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	480,700.00
20-P0209568	06/30/20	11	Central Plant	Contracted Services	ACCO ENGINEERED SYSTEMS INC	45,171.72
20-P0209569	06/30/20	12	Resource Development	Contracted Services	TAFT UNION HIGH SCHOOL DISTRICT	100,000.00
21-P0219002	07/01/20	11	Academic Support - SAC	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,612.40
21-P0219003	07/01/20	11	Academic Support - SAC	Excess/Copies Usage	KONICA MINOLTA BUSINESS	218.50
21-P0219004	07/01/20	11	District Wide Technology	Software Support Service-Fixed	NTH GENERATION COMPUTING INC	6,864.00
21-P0219005	07/01/20	11	District Wide Technology	Software Support Service-Fixed	NTH GENERATION COMPUTING INC	2,880.00
21-P0219006	07/01/20	11	District Wide Technology	Software Support Service-Fixed	HYLAND LLC	41,589.61
21-P0219007	07/01/20	11	District Wide Technology	Software Support Service-Fixed	GOLDEN STAR TECHNOLOGY, INC.	16,021.00
21-P0219008	07/01/20	11	District Wide Technology	Software License and Fees	DLT SOLUTIONS, LLC	626.32
21-P0219009	07/01/20	11	District Wide Technology	Software License and Fees	FARONICS TECH US INC	3,279.15
21-P0219010	07/01/20	11	District Wide Technology	Software Support Service-Fixed	CURVATURE INC	1,032.00
21-P0219011	07/01/20	11	District Wide Technology	Software Support Service-Fixed	CURVATURE INC	5,812.80
21-P0219012	07/01/20	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	11,159.33
21-P0219013	07/01/20	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	7,351.10
21-P0219014	07/01/20	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	9,802.92
21-P0219015	07/01/20	11	District Wide Technology	Software Support Service-Fixed	SITEIMPROVE INC	14,999.00
21-P0219016	07/01/20	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	9,680.00
21-P0219017	07/01/20	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	1,900.00
21-P0219018	07/01/20	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	2,400.00
21-P0219019	07/01/20	11	District Wide Technology	Software Support Service-Fixed	TECHNOPRO COMPUTER SOLUTIONS INC	8,208.00
21-P0219020	07/01/20	11	District Wide Technology	Software License and Fees	COLLEGESOURCE INC	1,555.00
21-P0219021	07/01/20	11	District Wide Technology	Software License and Fees	CARASOFT TECHNOLOGY CORPORATION	2,226.05
21-P0219022	07/01/20	11	District Wide Technology	Software Support Service-Fixed	CALERO SOFTWARE LLC	2,902.28

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0219023	07/01/20	11	District Wide Technology	Software Support Service-Fixed	THE AMERGROUP INC	42,326.38
21-P0219026	07/01/20	11	District Wide Technology	Contracted Services	SECTORPOINT INC	72,000.00
21-P0219027	07/01/20	11	District Wide Technology	Software Support Service-Fixed	SECTORPOINT INC	60,000.00
21-P0219028	07/01/20	11	District Wide Technology	Software License and Fees	NAMECOACH, INC.	14,000.00
21-P0219029	07/01/20	11	District Wide Technology	Contracted Services	COAST ELECTRIC	14,400.00
21-P0219031	07/01/20	11	District Wide Technology	Software Support Service-Fixed	THYCOTIC SOFTWARE LTD	1,891.50
21-P0219032	07/01/20	11	District Wide Technology	Software Support Service-Fixed	ZOHO CORPORATION	3,958.20
21-P0219033	07/01/20	11	District Wide Technology	Software Support Service-Fixed	OPTIV SECURITY INC	110,501.87
21-P0219034	07/01/20	11	Networking	Maint Contract - Other Equip	KLM, INC.	14,420.00
21-P0219035	07/01/20	11	District Wide Technology	Software Support Service-Fixed	GOLDEN STAR TECHNOLOGY, INC.	29,204.64
21-P0219036	07/01/20	11	District Wide Technology	Software Support Service-Fixed	SHI INTERNATIONAL CORP	12,971.36
21-P0219037	07/01/20	11	Purchasing	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,590.27
21-P0219038	07/01/20	11	Purchasing	Excess/Copies Usage	KONICA MINOLTA BUSINESS	700.00
21-P0219039	07/01/20	11	District Wide Technology	Telecommunication Circuits	WILSHIRE CONNECTION LLC	114,000.00
21-P0219040	07/01/20	11	Learning Support Center	Excess/Copies Usage	XEROX CORP	1,953.80
21-P0219041	07/01/20	12	Financial Aid Office	Excess/Copies Usage	XEROX CORP	281.81
21-P0219042	07/01/20	12	Financial Aid Office	Maint Contract - Office Equip	XEROX CORP	419.52
21-P0219043	07/01/20	11	Business Division Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,735.11
21-P0219044	07/01/20	11	Business Division Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	190.00
21-P0219045	07/01/20	12	Continuing Education Division	Security Systems & Services	BOYD & ASSOCIATES	1,020.00
21-P0219046	07/01/20	12	Resource Development	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,956.70
21-P0219047	07/01/20	12	Resource Development	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,490.00
21-P0219048	07/01/20	11	Facility Planning Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	3,000.00
21-P0219050	07/01/20	11	Maintenance & Operations	Contracted Services	KONICA MINOLTA BUSINESS	2,000.00
21-P0219051	07/01/20	13	Grounds	Maint/Oper Service Agreements	ANIMAL PEST MGMT SVC	4,200.00
21-P0219052	07/01/20	13	Maintenance	Contracted Services	BOYD & ASSOCIATES	300.00
21-P0219053	07/01/20	11	Facility Planning Office	Software License and Fees	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	23,848.53
21-P0219054	07/01/20	12	Continuing Education Division	Drinking Water Service	NESTLE WATERS NORTH AMERICA	366.95
21-P0219055	07/01/20	13	Maintenance	Contracted Services	BOYD & ASSOCIATES	1,020.00
21-P0219056	07/01/20	13	Grounds	Maint/Oper Service Agreements	ADVANCED AQUATIC TECH INC	5,400.00
* 21-P0219057	07/01/20	11	Maintenance & Operations	Maint/Oper Service Agreements	GMS ELEVATOR	17,336.02
* 21-P0219057	07/01/20	13	Maintenance	Maint/Oper Service Agreements	GMS ELEVATOR	7,601.50
PO Amt Total for * 21-P0219057:						24,937.52
21-P0219058	07/01/20	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	513,345.00
21-P0219059	07/01/20	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	231,024.00
21-P0219060	07/01/20	11	Maintenance & Operations	Trash Disposal	WARE DISPOSAL CO INC	4,565.64
21-P0219061	07/01/20	11	Maintenance & Operations	Maint/Oper Service Agreements	VIEJO SWEEPING SERVICES	3,900.00
21-P0219062	07/01/20	11	Maintenance & Operations	Contracted Services	IRVINE VALLEY AIR CONDITIONING INC	48,500.00
21-P0219063	07/01/20	11	Risk Management	Excess/Copies Usage	XEROX CORP	2,832.34
21-P0219064	07/01/20	33	CDC Santa Ana College - East	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,664.97
21-P0219065	07/01/20	33	CDC Santa Ana College - East	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,092.50
21-P0219066	07/01/20	33	CDC Centennial Education Ctr	Excess/Copies Usage	XEROX CORP	1,189.82

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

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0219067	07/01/20	33	CDC Santa Ana College	Excess/Copies Useage	XEROX CORP	900.00
21-P0219068	07/01/20	33	CDC Santa Ana College	Excess/Copies Useage	XEROX CORP	1,308.87
21-P0219069	07/01/20	33	EHS Administration	Excess/Copies Useage	XEROX CORP	1,914.49
21-P0219070	07/01/20	11	Humanities & Social Sci Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	3,070.89
21-P0219071	07/01/20	11	Humanities & Social Sci Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	480.00
21-P0219072	07/01/20	11	CJ/Academies	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,180.46
21-P0219073	07/01/20	11	CJ/Academies	Excess/Copies Useage	KONICA MINOLTA BUSINESS	700.00
21-P0219074	07/01/20	11	District Wide Technology	Contracted Services	DATA CLEAN CORP	2,135.00
21-P0219075	07/01/20	11	District Wide Technology	Software Support Service-Fixed	UTELOGY CORPORATION	6,965.20
21-P0219076	07/01/20	11	Maintenance	Excess/Copies Useage	XEROX CORP	2,043.86
21-P0219077	07/01/20	11	Fine & Performing Arts Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,725.18
21-P0219078	07/01/20	11	Fine & Performing Arts Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	475.80
21-P0219079	07/01/20	11	Fine & Performing Arts Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	697.71
21-P0219080	07/01/20	11	Fine & Performing Arts Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	432.00
21-P0219081	07/01/20	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	98,427.00
21-P0219082	07/01/20	11	District Wide Technology	Software Support Service-Fixed	EVISIONS	2,531.00
21-P0219083	07/01/20	11	District Wide Technology	Software Support Service-Fixed	ADVANTAGE TECHNOLOGIES, INC	12,592.00
21-P0219085	07/01/20	11	District Wide Technology	Software License and Fees	IBM CORPORATION	3,478.45
21-P0219086	07/01/20	11	District Wide Technology	Software License and Fees	HIT LABS, INC	36,123.00
21-P0219087	07/01/20	11	District Wide Technology	Software Support Service-Fixed	VPLS SOLUTIONS LLC	53,291.10
21-P0219088	07/01/20	11	District Wide Technology	Software License and Fees	AUTOMATION DYNAMICS INC	7,000.00
21-P0219089	07/01/20	11	District Wide Technology	Software Support Service-Fixed	CDW GOVERNMENT INC.	54,833.04
21-P0219090	07/01/20	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	54,883.23
21-P0219091	07/01/20	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	65,595.82
21-P0219092	07/01/20	11	District Wide Technology	Software Support Service-Fixed	VPLS SOLUTIONS LLC	43,146.73
21-P0219093	07/09/20	11	District Wide Technology	Software Support Service-Fixed	NTH GENERATION COMPUTING INC	63,870.30
21-P0219094	07/01/20	11	District Wide Technology	Software Support Service-Fixed	CDW GOVERNMENT INC.	53,414.21
21-P0219095	07/01/20	11	District Wide Technology	Software Support Service-Fixed	ECS IMAGING INC	11,463.00
21-P0219096	07/01/20	11	Networking	Maint Contract - Other Equip	COMPUTER PROTECTION TECHNOLOGY, INC.	14,705.00
21-P0219097	07/01/20	12	Career Ed & Work Dev Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	570.00
21-P0219098	07/01/20	11	Nursing	Excess/Copies Useage	XEROX CORP	665.20
21-P0219099	07/01/20	11	Nursing	Excess/Copies Useage	XEROX CORP	851.71
21-P0219100	07/01/20	13	Biology	Maint Contract - Other Equip	STERIS CORP	12,837.22
21-P0219101	07/01/20	13	Maintenance	Maint/Oper Service Agreements	GARV INC	5,200.00
21-P0219102	07/01/20	13	Maintenance	Maint/Oper Service Agreements	KONE INC	6,139.32
21-P0219103	07/01/20	13	Admin Services Office	Lease Agreement - Equipment	PITNEY BOWES	1,320.57
21-P0219104	07/01/20	12	Admin Services Office	Maint/Oper Service Agreements	VIEJO SWEEPING SERVICES	16,920.00
21-P0219105	07/01/20	12	Continuing Education Division	Buildings - Facility Lease	AFFORDABLE HOUSING SPECIALISTS GROUP LLC	29,408.14
21-P0219106	07/01/20	12	Continuing Education Division	Lease Agreement - Facility	OCR LAND, LLC	164,280.00
21-P0219107	07/01/20	11	Publications	Software Support Service	ROCHESTER SOFTWARE ASSOC INC	11,600.00
21-P0219108	07/02/20	12	Resource Development	Contracted Services	CHARTER HIGH SCHOOL OF ARTS ASSOCIATION	184,275.00
21-P0219109	07/02/20	12	Resource Development	Contracted Services	BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL	135,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0219110	07/01/20	11	District Wide Technology	Software License and Fees	PLURALSIGHT LLC	10,962.00
21-P0219111	07/01/20	11	District Wide Technology	Software License and Fees	OREILLY MEDIA INC	2,495.00
21-P0219112	07/13/20	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	18,875.00
21-P0219113	07/02/20	11	Counseling	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,928.12
21-P0219114	07/02/20	11	Counseling	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,022.64
21-P0219115	07/06/20	11	Business Operations' Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,447.24
21-P0219116	07/06/20	11	Business Operations' Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,000.00
21-P0219117	07/06/20	11	Business Operations' Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,447.24
21-P0219118	07/06/20	11	Business Operations' Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,000.00
* 21-P0219119	07/06/20	12	Continuing Education Division	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,863.22
* 21-P0219119	07/06/20	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	19,876.72
PO Amt Total for * 21-P0219119:						22,739.94
* 21-P0219120	07/06/20	12	Continuing Education Division	Excess/Copies Usage	KONICA MINOLTA BUSINESS	951.60
* 21-P0219120	07/06/20	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	5,167.32
PO Amt Total for * 21-P0219120:						6,118.92
21-P0219121	07/06/20	41	Continuing Education Division	Buildings - Facility Lease	2000 CHAPMAN INC.	184,359.00
21-P0219122	07/06/20	11	Kinesiology - Physical Educ	Excess/Copies Usage	XEROX CORP	2,545.58
21-P0219123	07/06/20	12	Career Ed & Work Dev Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	300.00
21-P0219124	07/06/20	12	Continuing Education Division	Telecommunication Circuits	WILSHIRE CONNECTION LLC	47,700.00
21-P0219125	07/06/20	41	Continuing Education Division	Drinking Water Service	NESTLE WATERS NORTH AMERICA	380.06
21-P0219126	07/07/20	13	Grounds	Maint/Oper Service Agreements	ORKIN PEST CONTROL	13,881.60
21-P0219127	07/07/20	13	Maintenance	Maint/Oper Service Agreements	TAB ANSWER NETWORK	545.00
21-P0219128	07/07/20	13	Maintenance	Maint/Oper Service Agreements	WESTERN PACIFIC SVCS	900.00
21-P0219129	07/07/20	13	Admin Services Office	Contracted Services	GLOBAL WORKS INC	4,000.00
21-P0219130	07/07/20	13	Humanities & Social Sci Office	Excess/Copies Usage	HEWLETT PACKARD CO	252.00
21-P0219131	07/07/20	13	Biology	Rental-Equipment (Short-term)	EVOQUA WATER TECH LLC	8,641.87
21-P0219132	07/07/20	41	Continuing Education Division	Security Systems & Services	BOYD & ASSOCIATES	312.00
21-P0219133	07/07/20	13	Admin Services Office	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	11,190.43
21-P0219134	07/07/20	13	Admin Services Office	Excess/Copies Usage	CANON SOLUTIONS AMERICA, INC	4,209.00
21-P0219135	07/07/20	13	Operations	Trash Disposal	WARE DISPOSAL CO INC	21,263.36
21-P0219136	07/07/20	13	Maintenance	Maint/Oper Service Agreements	BLUERAY MANAGEMENT	6,000.00
21-P0219137	07/07/20	12	Resource Development	Contracted Services	TRI-CITIES REGIONAL OCCUPATIONAL PROGRAM	1,795,500.00
21-P0219138	07/07/20	12	Resource Development	Contracted Services	COASTLINE ROP	918,939.00
21-P0219139	07/07/20	11	Public Affairs/Gov Rel Office	Contracted Services	25TH HOUR COMMUNICATIONS	62,500.00
21-P0219140	07/08/20	12	Resource Development	Contracted Services	PORT OF LOS ANGELES HIGH SCHOOL	175,500.00
21-P0219141	07/08/20	12	Resource Development	Contracted Services	JURUPA UNIFIED SCHOOL DISTRICT	125,000.00
21-P0219142	07/08/20	12	Resource Development	Contracted Services	PLUMAS ALTERNATIVE LEARNING SERVICES	125,000.00
21-P0219143	07/08/20	12	Resource Development	Contracted Services	FORTUNA UNION HIGH SCHOOL DISTRICT	125,000.00
21-P0219144	07/08/20	12	Resource Development	Contracted Services	SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION	125,000.00
21-P0219145	07/08/20	12	Resource Development	Contracted Services	CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT	900,000.00
21-P0219146	07/09/20	12	Resource Development	Contracted Services	SAN JOAQUIN COUNTY OFFICE OF EDUCAT	125,000.00
21-P0219147	07/08/20	12	Resource Development	Contracted Services	CARLSBAD UNIFIED SCHOOL DISTRICT	125,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0219148	07/08/20	12	Resource Development	Contracted Services	ALAMEDA COUNTY OFFICE OF EDUCATION	125,000.00
21-P0219149	07/09/20	12	Resource Development	Contracted Services	GROSSMONT UNION HIGH SCHOOL DISTRICT	125,000.00
21-P0219150	07/09/20	12	Resource Development	Contracted Services	COASTLINE ROP	125,000.00
21-P0219151	07/09/20	12	Resource Development	Contracted Services	SANTA CLARITA COMMUNITY COLLEGE DISTRICT	180,000.00
21-P0219152	07/09/20	12	Resource Development	Contracted Services	SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION	100,000.00
21-P0219153	07/09/20	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	435,700.00
21-P0219154	07/09/20	12	Special Services Office	Excess/Copies Useage	XEROX CORP	2,002.36
21-P0219155	07/09/20	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	ASH ENTERPRISES INTL INC	7,800.00
21-P0219156	07/09/20	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	BOWEN TECHNOVATION	4,172.00
21-P0219157	07/09/20	11	Chemistry	Maint Contract - Other Equip	THERMO ELECTRON NORTH AMERICA LLC	2,561.00
21-P0219158	07/10/20	13	Admin Services Office	Excess/Copies Useage	HEWLETT PACKARD CO	198.00
21-P0219159	07/10/20	12	EOPS	Excess/Copies Useage	KONICA MINOLTA BUSINESS	250.00
21-P0219160	07/10/20	11	Chancellor's Office	Excess/Copies Useage	XEROX CORP	3,033.84
21-P0219161	07/10/20	11	Operations	Trash Disposal	WARE DISPOSAL CO INC	7,749.72
21-P0219162	07/13/20	11	Administrative Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	3,070.89
21-P0219163	07/13/20	11	Administrative Services Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	3,000.00
21-P0219164	07/13/20	12	Financial Aid Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	245.60
21-P0219165	07/13/20	13	Maintenance	Maint/Oper Service Agreements	TRI CHEM TECH	6,300.00
21-P0219166	07/13/20	12	Financial Aid Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,079.64
21-P0219167	07/13/20	12	Continuing Education Division	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	3,784.20
21-P0219168	07/13/20	12	Continuing Education Division	Excess/Copies Useage	CANON SOLUTIONS AMERICA, INC	1,600.00
21-P0219169	07/13/20	13	Grounds	Maint/Oper Service Agreements	SO CAL LAND MAINTENANCE INC	15,400.00
21-P0219170	07/14/20	11	Chancellor's Office	Contracted Services	TOWNSEND PUBLIC AFFAIRS INC	80,000.00
21-P0219171	07/14/20	11	Chancellor's Office	Legal Expenses	ALVARADOSMITH	100,000.00
21-P0219172	07/14/20	12	Resource Development	Contracted Services	SALINAS UNION HIGH SCHOOL DISTRICT	200,000.00
21-P0219173	07/14/20	12	Resource Development	Contracted Services	WILLIAM S. HART UNION HIGH SCHOOL DISTRICT	100,000.00
21-P0219174	07/14/20	33	CDC Santa Ana College - East	Lease Agreement - Facility	ST PETER EVANGELICAL	46,374.00
21-P0219175	07/14/20	61	Risk Management	Legal Expenses	NICOLE MILLER & ASSOC INC	50,000.00
21-P0219176	07/14/20	61	Risk Management	Legal Expenses	NICOLE MILLER & ASSOC INC	50,000.00
21-P0219177	07/14/20	61	Risk Management	Legal Expenses	NICOLE MILLER & ASSOC INC	7,500.00
21-P0219178	07/14/20	12	Resource Development	Contracted Services	MARIN COUNTY OFFICE OF EDUCATION	100,000.00
21-P0219179	07/14/20	12	Resource Development	Contracted Services	CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT	100,000.00
21-P0219180	07/14/20	12	Resource Development	Contracted Services	SUPERINTENDENT OF SCHOOLS Y CONTRA COSTA COU	125,000.00
21-P0219181	07/14/20	11	Sci, Math, Health Sci Office	Excess/Copies Useage	XEROX CORP	2,650.75
21-P0219182	07/14/20	11	Reprographics	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	13,681.07
21-P0219183	07/14/20	11	Reprographics	Excess/Copies Useage	CANON BUSINESS SOLUTIONS	6,500.00
21-P0219184	07/14/20	11	Human Svcs & Technology Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,928.12
21-P0219185	07/14/20	11	Human Svcs & Technology Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	800.00
21-P0219186	07/16/20	12	Resource Development	Contracted Services	FULLERTON SCHOOL DISTRICT	297,374.00
21-P0219187	07/16/20	12	Resource Development	Contracted Services	FIVE KEYS SCHOOLS AND PROGRAMS	247,699.00
21-P0219188	07/16/20	12	DSPS Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,379.07
21-P0219189	07/16/20	12	DSPS Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	350.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0219190	07/16/20	11	Transfer Center	Excess/Copies Useage	XEROX CORP	2,608.61
21-P0219191	07/16/20	12	DSPS Office	Excess/Copies Useage	XEROX CORP	2,821.01
21-P0219192	07/16/20	12	LA/OC Regional Consortia	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	3,119.00
21-P0219193	07/16/20	12	LA/OC Regional Consortia	Excess/Copies Useage	KONICA MINOLTA BUSINESS	5,600.00
21-P0219194	07/16/20	11	CJ/Academies	Instructional Agrmt - Salary	CITY OF SANTA ANA	20,000.00
21-P0219195	07/16/20	11	CJ/Academies	Instructional Agrmt - Salary	CITY OF FULLERTON	6,000.00
21-P0219196	07/17/20	11	Art Gallery	Lease Agreement - Facility	SANTORA GROUP LLC	26,400.00
21-P0219197	07/17/20	11	Chemistry	Rental-Equipment (Short-term)	EVOQUA WATER TECH LLC	2,919.80
21-P0219198	07/17/20	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	RAYNE DEALERSHIP CORP	428.40
Grand Total:						\$14,237,026.49

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-DON002998	6/23/2020	31	SAC BOOKSTORE	General Merchandise	ACADEMIC CAP & GOWN	1,847.50
GM-HAWK003569	6/22/2020	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	43.02
TX-DON006397	6/24/2020	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	3,240.00
TX-DON006398	7/1/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	132.62
TX-DON006399	7/1/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	270.00
TX-DON006400	7/14/2020	31	SAC BOOKSTORE	Textbook	JONES & BARTLETT LEARNING	4,057.50
TX-HAWK004697	7/1/2020	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	327.60
						\$9,918.24

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
19-B0001552	06/30/20	43	MCCARTHY BLDG CO INC	47,264,263.00		CE28973
19-B0001552	07/02/20	43	MCCARTHY BLDG CO INC	47,487,372.04	CHANGE ORDER #1, 6/30/20; INCREASE PO BY \$223,109.04 PER THE SETTLEMENT AGREEMENT DATED 6/16/20 AND DOCKET MEMO. BOARD APPROVED: 6/15/20	DR21189
19-B0001552 Changed in: PO Amount, Printed Coments						
21-B0001853	06/24/20	79	KONICA MINOLTA BUSINESS	6,000.00		GC25569
21-B0001853	06/24/20	79	KONICA MINOLTA BUSINESS	8,832.60		GC25569
21-B0001853 Changed in: PO Amount						
15-BP000271	06/21/20*	43	HAMMEL GREEN & ABRAHAMSON IN	4,833,111.00	AMENDMENT #6, 4/24/19; ADDITION OF ELECTRICAL LAB PLANNER CONSULTANT, MICHAEL WALL ENGINEERING TO THE SUB-CONSULTANT LIST WITH NO CHANGES TO TERMS, AMOUNT, OR DURATION, PER THE SIXTH AMENDMENT TO THE AGREEMENT DATED 4/17/19. BOARD APPROVED: 4/16/19	CE28973
15-BP000271	07/02/20	43	HAMMEL GREEN & ABRAHAMSON IN	4,833,111.00	AMENDMENT \$7, 7/2/20; EXTENSION OF PROJECT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE SEVENTH AMENDMENT TO THE AGREEMENT DATED MAY 27, 2020. BOARD APPROVED: 5/26/20	DR21189
15-BP000271 Changed in: Printed Coments						
16-P0039595	06/21/20*	41	MORRISSEY ASSOCIATES, INC.	60,050.00	AMENDMENT #3, 7/05/18; INCREASE AGREEMENT BY \$15,400.00 AND EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2019 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 6/26/18. BOARD APPROVED: 6/25/18	CE28973
16-P0039595	07/14/20	41	MORRISSEY ASSOCIATES, INC.	60,050.00	AMENDMENT #4, 7/14/20; EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2021 PER THE FOURTH AMENDMENT TO THE AGREEMENT DATED 7/14/20. BOARD APPROVED: 7/13/20	DR21189
16-P0039595 Changed in: Printed Coments						
20-P0057742	06/21/20*	12	HOME DEPOT	6,500.00	***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	DE68698
20-P0057742	07/07/20	12	HOME DEPOT	6,691.08	CHANGE ORDER #1 7/7/20 INCREASE PO BY \$191.08 TO COVER THE REMAAINING INVOICES. ***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	FC78314
20-P0057742 Changed in: PO Amount, Printed Coments						
20-P0057767	07/01/20	11	ON TRAC	400.00		CE28973
20-P0057767	07/02/20	11	ON TRAC	138.46	CHANGE ORDER #1, 7/2/20; REDUCE PO BY \$261.54 OF UNUSED FUNDS PER DEPARTMENT REQUEST.	DR21189
20-P0057767 Changed in: PO Amount, Printed Coments						

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

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0057816	07/01/20	11	HILLS BROS LOCK & SAFE	2,445.00		DP29747
20-P0057816	07/08/20	11	HILLS BROS LOCK & SAFE	4,771.92	CHANGE ORDER #1, 7/8/20; INCREASE PO BY \$2,326.91 TO COVER REMAINING INVOICES FOR THE FISCAL YEAR.	DR21189
20-P0057816 Changed in: PO Amount, Printed Coments						
20-P0057887	06/21/20*	11	TURF STAR INC	7,000.00		DE68698
20-P0057887	07/02/20	11	TURF STAR INC	7,955.00	CHANGE ORDER #1, DATED 7/2/2020. TO INCREASE AMOUNT BY \$955.00 TO PAY INVOICES	JM13964
20-P0057887 Changed in: PO Amount, Printed Coments						
20-P0057993	06/21/20*	11	PACIFIC CLINICS	16,500.00	Change Order #1 3/16/20 Increase PO by \$1500.	FC78314
20-P0057993	07/07/20	11	PACIFIC CLINICS	18,500.00	Change Order #2 7/7/20 Increase PO by \$2000.	FC78314
20-P0057993 Changed in: PO Amount, Printed Coments						
20-P0058248	06/26/20	12	OFFICE DEPOT BUSINESS SVCS	1,500.00	VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	CP41423
20-P0058248	06/30/20	12	OFFICE DEPOT BUSINESS SVCS	1,411.00	CHANGE ORDER #1, 6/30/20; REDUCE PO BY \$89.00 OF UNUSED FUNDS PER DEPARTMENT REQUEST. VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	DR21189
20-P0058248 Changed in: PO Amount, Printed Coments						
20-P0058378	06/21/20*	12	AMAZON COM	5,000.00		CP41423
20-P0058378	06/22/20	12	AMAZON COM	5,245.00		JM13964
20-P0058378	06/22/20	12	AMAZON COM	5,245.00	CHANGE ORDER #1. INCREASE PO BY \$245.00 TO PAY FOR INVOICE	JM13964
20-P0058378 Changed in: PO Amount, Printed Coments						
20-P0058685	06/21/20*	11	HOPKINS DEAN ALAN	700.00		DE68698
20-P0058685	06/25/20	11	HOPKINS DEAN ALAN	925.00	CHANGE ORDER #1, 6/25/20; INCREASE PO BY \$225 TO COVER THE JUNE 2020 INVOICE.	DR21189
20-P0058685 Changed in: PO Amount, Printed Coments						
20-P0060423	06/21/20*	13	DEVELOPING LEADERS, INC.	5,360.00	Vendor to provide the following services in accordance with the terms and conditions of the Professional Services Agreement dated 01/27/2020:	EE88439
20-P0060423	07/06/20	13	DEVELOPING LEADERS, INC.	0.00	CHANGE ORDER #1, 7/6/20; CANCELLATION OF ENTIRE AGREEMENT PER DEPARTMENT REQUEST. Vendor to provide the following services in accordance with the terms and conditions of the Professional Services Agreement dated 01/27/2020:	DR21189
20-P0060423 Changed in: PO Amount, Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0060638	06/24/20	11	ANGELUS QUARRIES BLDG	4,000.00		CP41423
20-P0060638	06/29/20	11	ANGELUS QUARRIES BLDG	7,889.62	Change order #, dated 6/29/20 to pay for remaining invoices incurred per A/P and Department request.	JM13964
20-P0060638	06/29/20	11	ANGELUS QUARRIES BLDG	7,889.62	Change order #1, Line item #2, dated 6/29/20 to pay for remaining invoices incurred per A/P and Department request.	JM13964
20-P0060638 Changed in: PO Amount, Printed Coments						
20-P0060721	06/21/20*	12	CDW GOVERNMENT INC.	1,103.46		DR21189
20-P0060721	06/26/20	12	CDW GOVERNMENT INC.	0.00	CHANGE ORDER #1, 6/26/20; ORDER CANCELED, VENDOR UNABLE TO DELIVER BY 6/30/20.	DR21189
20-P0060721 Changed in: PO Amount, Printed Coments						
20-P0060970	06/21/20*	12	EDUCATIONAL GLOBAL TECH INC	6,375.00		JP21702
20-P0060970	06/22/20	12	EDUCATIONAL GLOBAL TECH INC	6,375.00	Change Order #1 6/22/20 Amend quantity and units to 1 Lot and the unit price to the total amount of the PO.	FC78314
20-P0060970 Changed in: Printed Coments						
20-P0061040	06/21/20*	12	EPIC SPORTS	1,440.95		FC78314
20-P0061040	06/29/20	12	EPIC SPORTS	0.00	CHANGE ORDER #1 6/29/20 CANCEL ENTIRE ORDER.	FC78314
20-P0061040 Changed in: PO Amount, Printed Coments						
20-P0061042	06/21/20*	12	GOLDEN STAR TECHNOLOGY, INC.	1,254.42	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
20-P0061042	06/22/20	12	GOLDEN STAR TECHNOLOGY, INC.	0.00	CHANGE ORDER #1 6/22/20 CANCEL ENTIRE PO. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
20-P0061042 Changed in: PO Amount, Printed Coments						
20-P0061087	06/21/20*	11	WENGER CORP	6,972.33		FC78314
20-P0061087	06/29/20	11	WENGER CORP	0.00	CHANGE ORDER #1 6/29/20 CANCEL ENTIRE ORDER.	FC78314
20-P0061087 Changed in: PO Amount, Printed Coments						
20-P0061102	06/21/20*	12	B & H PHOTO VIDEO INC	130.17	CHANGE ORDER NO.:1, DATE 04/23/2020, TO CHANGE QUANTITY ON LINE ITEM NO.:1	EE88439
20-P0061102	06/29/20	12	B & H PHOTO VIDEO INC	0.00	CHANGE ORDER NO #2, 6/29/20, CANCEL ENTIRE ORDER.	FC78314
20-P0061102 Changed in: PO Amount, Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0061178	06/21/20*	12	B & H PHOTO VIDEO INC	130.17		CT98635
20-P0061178	06/29/20	12	B & H PHOTO VIDEO INC	0.00	CHANGE ORDER #1 6/29/20 CANCEL ENTIRE ORDER.	FC78314
20-P0061178 Changed in: PO Amount, Printed Coments						
20-P0061336	06/21/20*	13	ADVANTAGE WEST INVESTMENT EN	13,067.80	VENDOR TO FURNISH THE FOLLOWING CUSTODIAL SUPPLIES IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT# 4-13-73-0024A; BOARD APPROVED 04/13/15	FC78314
20-P0061336	07/09/20	13	ADVANTAGE WEST INVESTMENT EN	13,067.80	CHANGE ORDER #1 7/9/20 AMEND ITEM #1 ACCOUNT NUMBER TO 13-0000-655000-27300-6410 . VENDOR TO FURNISH THE FOLLOWING CUSTODIAL SUPPLIES IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT# 4-13-73-0024A; BOARD APPROVED 04/13/15	FC78314
20-P0061336 Changed in: Printed Coments						
20-P0061417	06/21/20*	13	CLEAN ROOMS WEST, INC	1,820.00		FC78314
20-P0061417	07/06/20	13	CLEAN ROOMS WEST, INC	0.00	Change Order #1 7/6/20 Cancel entire PO.	FC78314
20-P0061417 Changed in: PO Amount, Printed Coments						
20-P0061516	06/21/20*	12	MORRIS AND LEE INC	14,884.20		FC78314
20-P0061516	07/14/20	12	MORRIS AND LEE INC	0.00	Change Order #1 7/14/20 Cancel entire PO.	FC78314
20-P0061516 Changed in: PO Amount, Printed Coments						
20-P0061518	06/21/20*	43	KLEIN EDUCATIONAL SYSTEM LLC	55,258.65		FC78314
20-P0061518	06/22/20	43	KLEIN EDUCATIONAL SYSTEM LLC	50,580.00		FC78314
20-P0061518 Changed in: PO Amount						
20-P0061521	07/15/20	12	M F ATHLETIC COMPANY INC	13,504.04		AT10861
20-P0061521	07/16/20	12	M F ATHLETIC COMPANY INC	13,612.54	Change order #1, dated 7/16/20. line item #24 replaced with another item due item being discontinued. Quantity reduced to 60 each at \$ 11.00 each	JM13964
20-P0061521 Changed in: PO Amount, Printed Coments						
20-P0061547	06/30/20	13	ACCJC ACCREDITING COMMISSION	34,622.00		FC78314
20-P0061547	06/30/20	13	ACCJC ACCREDITING COMMISSION	0.00	CHANGE ORDER #1 6/30/20 CANCEL ENTIRE PO.	FC78314
20-P0061547 Changed in: PO Amount, Printed Coments						
20-P0061584	06/25/20	11	OFFICE DEPOT BUSINESS SVCS	300.00		JM13964
20-P0061584	06/25/20	11	OFFICE DEPOT BUSINESS SVCS	245.80		JM13964
20-P0061584 Changed in: PO Amount						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0061594	06/25/20	12	SNAP ON EQUIPMENT	14,815.41	Please deliver to Santa Ana Colleges Auto Department, J-103. Attn: David Roper. Administrator: Larisa Sergeyeva. Based on quote# CRM-001-438121450 & CRM-001-445074650	JM13964
20-P0061594	06/25/20	12	SNAP ON EQUIPMENT	14,815.41		JM13964
20-P0061594 Changed in: Printed Coments						
21-P0061692	07/07/20	11	OFFICE DEPOT BUSINESS SVCS	7,500.00	Vendo	JM13964
21-P0061692	07/07/20	11	OFFICE DEPOT BUSINESS SVCS	7,500.00	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Construct # CB 15-003, Board Approved 10/26/15.	JM13964
21-P0061692 Changed in: Printed Coments						
21-P0061710	07/09/20	11	ADVANTAGE WEST INVESTMENT EN	5,000.00		FC78314
21-P0061710	07/09/20	11	ADVANTAGE WEST INVESTMENT EN	5,000.00	Vendor to furnish the following custodial supplies in accordance with the terms and conditions of CMAS Contract Number: 04-13-73-0024A; Board Approved: 04/13/15	FC78314
21-P0061710 Changed in: Printed Coments						
20-P0061749	07/13/20	12	GOLDEN STAR TECHNOLOGY, INC.	2,855.42		JM13964
20-P0061749	07/13/20	12	GOLDEN STAR TECHNOLOGY, INC.	2,855.42	Golden Star Tech (GST) VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	JM13964
20-P0061749 Changed in: Printed Coments						
21-P0068342	07/02/20	11	HOME DEPOT	125.00	***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	JM13964
21-P0068342	07/02/20	11	HOME DEPOT	0.00	***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	JM13964
21-P0068342 Changed in: PO Amount						
20-P0209094	06/21/20*	11	ATKINSON ANDELSON LOYA RUUD	45,000.00	CHANGE ORDER NO.:1, DATE: 11/21/2019 TO DECREASE PO BY \$20,000 FOR A TOTAL PO AMOUNT OF \$45,000.	EE88439
20-P0209094	06/24/20	11	ATKINSON ANDELSON LOYA RUUD	62,637.53	CHANGE ORDER #2, 6/24/20; INCREASE PO BY \$17,637.53 TO COVER INVOICES FOR THE 19/20 FISCAL YEAR.	DR21189
20-P0209094 Changed in: PO Amount, Printed Coments						
20-P0209126	06/21/20*	11	ALVARADOSMITH	146,900.00	CHANGE ORDER NO.:1, DATE: 06/15/2020, TO INCREASE BY \$46,900 FOR A PO TOTAL OF \$146,900 PER DEPARTMENT REQUEST.	EE88439

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0209126	06/25/20	11	ALVARADOSMITH	158,900.00	CHANGE ORDER NO.:2, DATE: 06/25/2020, TO INCREASE BY \$12,000 FOR A PO TOTAL OF \$158,900 PER DEPARTMENT REQUEST.	EE88439
20-P0209126	07/09/20	11	ALVARADOSMITH	159,900.00	CHANGE ORDER NO.:2, DATE: 06/25/2020, TO INCREASE BY \$12,000 FOR A PO TOTAL OF \$158,900 PER DEPARTMENT REQUEST.	EE88439
20-P0209126	07/09/20	11	ALVARADOSMITH	159,900.00	CHANGE ORDER NO.:3, DATE: 07/09/2020, TO INCREASE BY \$1,000 FOR A PO TOTAL OF \$159,900 PER DEPARTMENT REQUEST.	EE88439
20-P0209126 Changed in: PO Amount, Printed Coments						
20-P0209186	06/21/20*	11	XEROX CORP	3,423.53	CHANGE ORDER #2 2/24/20 INCREASE ITEM 1 COPY USAGE BY \$110.43 AND ITEM 2 QUANTITY BY 9 MOS. 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	FC78314
20-P0209186	06/25/20	11	XEROX CORP	3,532.77	CHANGE ORDER #3 6/25/20 INCREASE ITEM #1 COPY USAGE BY \$100. 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	FC78314
20-P0209186 Changed in: PO Amount, Printed Coments						
20-P0209232	06/21/20*	11	XEROX CORP	761.76	Change Order #1 8/14/19 Amend Copy Usage to \$0.0300/copy	FC78314
20-P0209232	07/14/20	11	XEROX CORP	672.76	Change Order #2 7/14/20 Reduce PO by \$111	FC78314
20-P0209232	07/16/20	11	XEROX CORP	650.76	Change Order no.:3, 07/16/2020; To reflect correct PO amount for change order no.:2.	EE88439
20-P0209232	07/16/20	11	XEROX CORP	650.76	Change Order no.:3, 07/16/2020; To amend PO amount to \$89 for previous change order no.:2	EE88439
20-P0209232 Changed in: PO Amount, Printed Coments						
20-P0209242	06/21/20*	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
20-P0209242	06/24/20	11	XEROX CORP	3,729.13	CHANGE ORDER #2, 6/24/20; INCREASE LEASE BY ONE ADDITIONAL MONTH PER DEPARTMENT REQUEST.	DR21189
20-P0209242 Changed in: PO Amount, Printed Coments						
20-P0209254	06/21/20*	11	XEROX CORP	1,976.41	CHANGE ORDER #2, 3/3/20; INCREASE THE LEASE BY 2 MONTHS PER DEPARTMENT REQUEST. CHANGE ORDER #1, 10/31/19; REDUCE LEASE BY 7 MONTHS PER DEPARTMENT REQUEST.	DR21189
20-P0209254	07/02/20	11	XEROX CORP	2,198.17	CHANGE ORDER #3, DTT 7/2/20; INCREASE THE LEASE BY 1 MONTHS PER DEPARTMENT REQUEST.	JM13964
20-P0209254 Changed in: PO Amount, Printed Coments						
20-P0209268	06/21/20*	11	OPERATING ENGINEERS TRAINING	328,119.00		CE28973

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0209268	06/23/20	11	OPERATING ENGINEERS TRAINING	432,194.00	Change Order #1 6/23/20, Increase PO by \$104,075, per board approved: 6/15/20	FC78314
20-P0209268 Changed in: PO Amount, Printed Coments						
20-P0209269	06/21/20*	11	CALIF NEVADA TRAINING TRUST	214,376.00		CP41423
20-P0209269	06/23/20	11	CALIF NEVADA TRAINING TRUST	364,742.00	Change Order #1 6/23/20 Increase PO by \$150,366, per board approved: 6/15/20	FC78314
20-P0209269 Changed in: PO Amount, Printed Coments						
20-P0209270	06/21/20*	11	SO CALIF SURVEYORS	113,887.00		DE68698
20-P0209270	06/23/20	11	SO CALIF SURVEYORS	156,675.00	Change Order #1 6/23/20 Increase PO by \$42,788, per board approved: 6/15/20	FC78314
20-P0209270 Changed in: PO Amount, Printed Coments						
20-P0209271	06/21/20*	11	ORANGE COUNTY ELECTRICAL JOI	295,209.00		CE28973
20-P0209271	06/23/20	11	ORANGE COUNTY ELECTRICAL JOI	420,060.00	Change Order #1 6/23/20 Increase PO by \$124,851, per board approved: 6/15/20	FC78314
20-P0209271	07/09/20	11	ORANGE COUNTY ELECTRICAL JOI	411,801.54	Change Order #1 6/23/20 Increase PO by \$124,851, per board approved: 6/15/20	FC78314
20-P0209271 Changed in: PO Amount, Printed Coments						
20-P0209273	06/21/20*	11	METROPOLITAN WATER DISTRICT	30,519.00	Change Order #1 5/18/20 Decrease PO by \$8694.	FC78314
20-P0209273	06/23/20	11	METROPOLITAN WATER DISTRICT	37,473.00	Change Order #2 6/23/20 Increase PO by \$6,954, per board approved: 6/15/20	FC78314
20-P0209273 Changed in: PO Amount, Printed Coments						
20-P0209279	06/21/20*	11	SANTA ANA BEAUTY ACADEMY	193,093.00		DE68698
20-P0209279	06/25/20	11	SANTA ANA BEAUTY ACADEMY	250,000.00	Change Order #1 6/25/20 Increase PO by \$56,907. Board Approved: 6/15/20	FC78314
20-P0209279 Changed in: PO Amount, Printed Coments						
20-P0209325	06/21/20*	11	SOUTHWEST CARPENTERS	1,521,884.00	Change Order #1 5/18/20 Decrease PO by \$61,822.	FC78314
20-P0209325	06/23/20	11	SOUTHWEST CARPENTERS	2,145,982.00	Change Order #2 6/23/20 Increase PO by \$624,098, per board approved: 6/15/20	FC78314
20-P0209325 Changed in: PO Amount, Printed Coments						
20-P0209457	06/21/20*	11	KONICA MINOLTA BUSINESS	2,000.00	VENDOR TO FURNISH THE FOLLOWING EQUIPMENT, SERVICES AND SUPPLIES IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT:3-16-36-0052B, BOARD APPROVED 10/14/2019	EE88439
20-P0209457	06/30/20	11	KONICA MINOLTA BUSINESS	200.00	CHANGE ORDER #1, 6/30/20; REDUCE PO BY \$1,800 OF UNUSED FUNDS PER DEPARTMENT REQUEST. VENDOR TO FURNISH THE FOLLOWING EQUIPMENT, SERVICES AND SUPPLIES IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT:3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
20-P0209457 Changed in: PO Amount, Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0209471	07/01/20	11	KONICA MINOLTA BUSINESS	1,090.23	VENDOR TO PROVIDE 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS AGREEMENT #3-16-36-0052B; BOARD APPROVED: 10/14/19	DP29747
20-P0209471	07/02/20	11	KONICA MINOLTA BUSINESS	726.81	CHANGE ORDER # 1, DTD 7/2/20, REDUCE AMOUNT BY \$332.64 TO FREE UP FUNDS ON ACCOUNT. VENDOR TO PROVIDE 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS AGREEMENT #3-16-36-0052B; BOARD APPROVED: 10/14/19	JM13964
20-P0209471 Changed in: PO Amount, Printed Coments						
20-P0209509	07/07/20	12	SUPERINTENDENT OF SCHOOLSÝCO	125,000.00		CP41423
20-P0209509	07/07/20	12	SUPERINTENDENT OF SCHOOLSÝCO	100,000.00	CHANGE ORDER NO.:1, 07/07/2020; TO DECREASE PO BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$100,000 PER FIRST AMENDMENT DATED 05/11/2020; BOARD APPROVED; 05/11/2020	EE88439
20-P0209509 Changed in: PO Amount, Printed Coments						
20-P0209512	06/21/20*	12	SAN JOAQUIN COUNTY OFFICE OF	125,000.00		DR21189
20-P0209512	07/02/20	12	SAN JOAQUIN COUNTY OFFICE OF	100,000.00	CHANGE ORDER NO.:1, DATE 07/02/2020 TO DECREASE PO BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$100,000.	EE88439
20-P0209512	07/02/20	12	SAN JOAQUIN COUNTY OFFICE OF	100,000.00	CHANGE ORDER NO.:1, DATE 07/02/2020 TO DECREASE PO BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$100,000 PER THE FIRST AMENDMENT DATED 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209512 Changed in: PO Amount, Printed Coments						
20-P0209522	06/21/20*	12	PLUMAS ALTERNATIVE LEARNING	125,000.00		CE28973
20-P0209522	06/23/20	12	PLUMAS ALTERNATIVE LEARNING	100,000.00	CHANGE ORDER NO.:1, DATE: 06/23/2020; TO DECREASE PO BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$100,000 PER THE FIRST AMENDMENT DATED 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209522 Changed in: PO Amount, Printed Coments						
20-P0209526	06/21/20*	12	GROSSMONT UNION HIGH SCHOOL	125,000.00		DP29747
20-P0209526	07/02/20	12	GROSSMONT UNION HIGH SCHOOL	100,000.00	CHANGE ORDER NO.:1, DATE 07/02/2020, TO DECREASE PO BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$100,000 PER FIRST AMENDMENT DATED 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209526 Changed in: PO Amount, Printed Coments						
20-P0209530	06/21/20*	12	SONOMA COUNTY OFFICE OF EDUC	125,000.00		DE68698
20-P0209530	07/07/20	12	SONOMA COUNTY OFFICE OF EDUC	100,000.00		EE88439

4.9 (23)

* 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-P0209530	07/07/20	12	SONOMA COUNTY OFFICE OF EDUC	100,000.00	CHANGE ORDER NO.:1, 07/07/2020; TO DECREASE PO BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$100,000 PER FIRST AMENDMENT DATED 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209530 Changed in: PO Amount, Printed Coments						
20-P0209532	06/21/20*	12	COASTLINE ROP	125,000.00		DR21189
20-P0209532	07/02/20	12	COASTLINE ROP	100,000.00	CHANGE ORDER NO.:1, DATED 07/20/2020 TO DECREASE PO BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$100,000 PER FIRST AMENDMENT DATED 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209532 Changed in: PO Amount, Printed Coments						
21-P0219064	06/30/20	33	KONICA MINOLTA BUSINESS	1,664.97		DR21189
21-P0219064	07/10/20	33	KONICA MINOLTA BUSINESS	1,664.97	CHANGE ORDER #1, 7/10/20; UPDATE PO TO INCLUDE CORRECT MACHINE SERIAL NUMBER, PER VENDOR REQUEST.	DR21189
21-P0219064	07/10/20	33	KONICA MINOLTA BUSINESS	1,664.97	CHANGE ORDER #1, 7/10/20; UPDATE PO TO INCLUDE CORRECT MACHINE SERIAL NUMBER, PER VENDOR REQUEST. CONTINUATION 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS CONTRACT #3-16-36-0052B; BOARD APPROVED: OCTOBER 14, 2019	DR21189
21-P0219064 Changed in: Printed Coments						
21-P0219065	06/30/20	33	KONICA MINOLTA BUSINESS	1,092.50	CONTINUATION 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS CONTRACT #3-16-36-0052B; BOARD APPROVED: OCTOBER 14, 2019	DR21189
21-P0219065	07/10/20	33	KONICA MINOLTA BUSINESS	1,092.50	CHANGE ORDER #1, 7/10/20; UPDATE PO TO INCLUDE CORRECT MACHINE SERIAL NUMBER, PER VENDOR REQUEUST. CONTINUATION 60-MONTH COPIER MAINTENANCE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS CONTRACT #3-16-36-0052B; BOARD APPROVED: OCTOBER 14, 2019	DR21189
21-P0219065 Changed in: Printed Coments						
20-P0219084	06/30/20	11	EVISIONS	1,899.00		EE88439
20-P0219084	06/30/20	11	EVISIONS	0.00		EE88439
20-P0219084 Changed in: PO Amount						
21-P0219093	07/09/20	11	NTH GENERATION COMPUTING INC	63,870.00		EE88439
21-P0219093	07/09/20	11	NTH GENERATION COMPUTING INC	63,870.30		EE88439
21-P0219093 Changed in: PO Amount						

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

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0219120	07/06/20	13	KONICA MINOLTA BUSINESS	6,181.21	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	FC78314
21-P0219120	07/14/20	13	KONICA MINOLTA BUSINESS	6,118.92	CHANGE ORDER #1 7/14/20 AMEND ITEMS 1-11 QUANTITY AND UNITS TO 1 LOT. CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	FC78314
21-P0219120 Changed in: PO Amount, Printed Coments						
21-P0219125	07/06/20	41	NESTLE WATERS NORTH AMERICA	347.88		FC78314
21-P0219125	07/06/20	41	NESTLE WATERS NORTH AMERICA	380.06		FC78314
21-P0219125 Changed in: PO Amount						
21-P0219164	07/13/20	12	KONICA MINOLTA BUSINESS	245.60		FC78314
21-P0219164	07/13/20	12	KONICA MINOLTA BUSINESS	245.60	CONTINUATION OF 60-MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FCCC ADMINISTRATIVE SERVICES AGREEMENT #CB13-001 RELATED TO RFP #13-001; BOARD APPROVED: FEB. 22, 2016	FC78314
21-P0219164 Changed in: Printed Coments						

4.9 (25)

* 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 JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
21-B0001858	\$44,289.48	Equipment leases and copy usage for campus printing at Santa Ana College	SAC -Auxiliary Services Office	Leased in accordance with the Foundation for California Community Colleges (FCCC) Agreement #CB 13-011 and California Multiple Awards Schedule (CMAS) Contract #3-16-36-0052B Board Approved: February 22, 2016 and October 14, 2019
21-P0061539	\$48,495.95	Electronic library resource subscriptions for Santiago Canyon College Library	SCC -Library Services	Board Approved: June 15, 2020
20-P0061560	\$51,500.00	Concession walkway repairs at Santiago Canyon College	DO -Facility Planning	Received Quotations: *1. Newbuild Construction 2. SD Remodeling, Inc. *Successful Bidder
20-P0061567	\$19,730.00	Softball bleacher repairs at Santiago Canyon College	DO -Facility Planning	Received Quotations: *1. NATA Construction, Inc. *Successful Bidder
20-P0061568	\$50,003.98	Emergency Blue Phone project at the Centennial Education Center	DO -Facility Planning	Received Quotations: *1. Case Emergency Systems *Successful Bidder
20-P0061602	\$29,560.00	Independent audit services	DO -Business Operations	Board Approved: January 13, 2020
20-P0061614	\$90,000.00	Capital outlay plan check fee for the Russell Hall replacement building at Santa Ana College	DO -Facility Planning	Required Fee

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0061615	\$332,478.54	Laptop computers with extended warranties to be loaned out to employees at Santa Ana College in support of Temporary Remote Instruction	DO -ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015
21-P0061704	\$25,000.00	Custodial supplies for Santa Ana College	SAC -Custodial	Purchased from the California Multiple Awards Schedule (CMAS) Contract #4-13-73-0024A Board Approved: April 13, 2015
20-P0061752	\$16,978.00	Boarding up of windows at the Digital Media Center due to vandalism from city protestors	DO -Risk Management	
21-P0061757	\$24,000.00	Consulting services for fixed assets inventory, Purchasing Services guidelines and Administrative Regulations	DO -Purchasing Services	Board Approved: July 13, 2020
21-P0061765	\$24,166.10	Tablet computers for parents to electronically sign in and out at all Child Development sites	DO -EHS Administration	Sole Source Board approved: July 25, 2005
21-P0061777	\$41,821.00	Annual institutional membership for RSCCD in the Community College League of California	DO -Chancellor's Office	
21-P0209537	\$54,483.20	Defendpoint security software	District Wide Technology	Purchased from the California Multiple Awards Schedule (CMAS) Contract #3-12-70-2247E Board Approved: April 29, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0209560	\$370,200.00	Sub-agreement with Los Angeles CCD on behalf of Los Angeles Southwest College to implement FY19-20 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017
20-P0209561	\$464,911.00	Sub-agreement with Los Angeles CCD on behalf of Los Angeles Pierce College to implement FY19-20 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017
20-P0209563	\$201,511.00	Sub-agreement with South Orange County CCD on behalf of Irvine Valley College to implement FY19-20 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017
20-P0209564	\$15,000.00	Annual renewal of hosting services to enable two-way communication between users and safety officials through a mobile app and dashboard	DO -Safety & Parking	Board Approved: May 26, 2020
20-P0209566	\$200,000.00	Sub-agreement with Santa Barbara County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Allan Hancock Joint and Santa Barbara CCDs in the South Central Coast Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209567	\$480,700.00	Sub-agreement with Los Angeles CCD on behalf of LA Mission College to implement FY19-20 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0209568	\$45,171.72	Final payment for contracted services at the Central Plant at Santa Ana College	SAC -Central Plant	Board Approved: September 25, 2017
20-P0209569	\$100,000.00	Sub-agreement with Taft Union High School District to host the Strong Workforce Program K12 Pathway Coordinator serving the West Kern CCD in the Central Valley/Mother Lode Region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219006	\$41,589.61	Annual renewal of software support for Perceptve and CaptureNow licenses	DO -ITS	Board Approved: June 15, 2020
21-P0219007	\$16,021.00	Annual renewal of software support for InformaCast Mobile licenses	DO -ITS	Received Quotations: *1. Golden Star Technology 2. CDW-G *Successful Bidder
21-P0219023	\$42,326.38	Annual renewal of software support for OnSSI Ocularis	DO -ITS	Received Quotations: *1. American Security Group 2. Golden Star Technology *Successful Bidder
21-P0219026	\$72,000.00	Remote services for proprietary support of District websites	DO -ITS	Board Approved: June 15, 2020
21-P0219027	\$60,000.00	Annual renewal of software support for proprietary SWS Dynamic Web Suite	DO -ITS	Board Approved: June 15, 2020

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219033	\$110,501.87	Annual renewal of software support for Threat Prevention licenses	DO -ITS	Board Approved: October 26, 2009
21-P0219035	\$29,204.64	Software subscription support for Security Awareness Training	DO -ITS	Received Quotations: *1. Golden Star Technology 2. SHI International Corp *Successful Bidder
21-P0219039	\$114,000.00	Dark fiber connectivity service fee for Districtwide connections	DO -ITS	RFP #1200 Board Approved: April 15, 2013
21-P0219053	\$23,848.53	Annual renewal of license for Fusion software	DO -Facility Planning	Board Approved: June 15, 2020
21-P0219057	\$24,937.52	Elevator maintenance service for Santa Ana College, Santiago Canyon College, Digital Media Center and District Operations Center	DO -Districtwide	Received Quotations: *1. GMS Elevator *Successful Bidder
21-P0219058	\$513,345.00	Annual renewal of software maintenance and licenses for Colleague modules	DO -ITS	Board Approved: June 15, 2020
21-P0219059	\$231,024.00	Ellucian Application Management and Application Hosting services	DO -ITS	Board Approved: September 15, 2015
21-P0219062	\$48,500.00	Annual HVAC preventative maintenance at the District Operations Center	DO -Maintenance & Operations	Board Approved: September 11, 2017

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219081	\$98,427.00	Annual renewal of Adobe Creative Cloud and Adobe Sign	DO -ITS	Board Approved: July 15, 2019
21-P0219086	\$36,123.00	Pronto software license for communications hub that connects instructors and students	DO -ITS	Purchased from the Foundation for California Community Colleges (FCCC) Master Agreement #00002934 Board Approved: June 15, 2020
21-P0219087	\$53,291.10	Annual renewal of support coverage for Veeam software	DO -ITS	Received Quotations: *1. VPLS Solutions, LLC 2. CDW-Government *Successful Bidder
21-P0219089	\$54,833.04	Annual renewal of support maintenance for Cisco Call Manager	DO -ITS	Purchased from the Foundation for California Community Colleges (FCCC) Contract #CB-185-17 Board Approved: July 15, 2019
21-P0219090	\$54,883.23	Annual renewal of Compellent support agreement for Santiago Canyon College	DO -ITS	Received Quotations: *1. Sidepath Inc. 2. Nth Generation *Successful Bidder
21-P0219091	\$65,595.82	Annual renewal of support coverage for VMware software	DO -ITS	Received Quotations: *1. Computerland of Silicon Valley 2. CDW-G *Successful Bidder
21-P0219092	\$43,146.73	Annual renewal of support coverage for Aruba software	DO -ITS	Received Quotations: *1. VPLS Solutions 2. CDW-G *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219093	\$63,870.30	Renewal of support coverage for CyclancePROTECT software	DO -ITS	Received Quotations: *1. Nth Generation 2. CDW-G *Successful Bidder
21-P0219094	\$53,414.21	Annual renewal for Veritas software	DO -ITS	Received Quotations: *1. CDW-G 2. Trace3 *Successful Bidder
21-P0219104	\$16,920.00	Annual parking lot sweeping services at Santiago Canyon College	SCC -Admin Services	Bid #1346 Board Approved: December 10, 2018
21-P0219105	\$29,408.14	Lease of property at 1572 N. Main Street, Orange, CA 92867	SCC -OEC	Board Approved: January 11, 2016
21-P0219106	\$164,280.00	Lease of parking lot spaces at 523 N. Grand, Santa Ana, CA 92706	SAC -CEC	Board Approved: April 12, 2017
21-P0219108	\$184,275.00	Sub-agreement with Charter High School of the Arts-Multimedia and Performing to create, support and/or expand high-quality career technical education programs at the K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219109	\$135,000.00	Sub-agreement with Birmingham Community Charter High School District to create, support and/or expand high-quality career technical education programs at the K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020
21-P0219112	\$18,875.00	Annual license renewal of Symantec Ghost Solution Suite software	DO -ITS	Received Quotations: *1. Computerland of Silicon Valley 2. CDW-G *Successful Bidder
21-P0219119	\$22,739.94	Annual lease of eleven (11) multifunction machines in various departments at Santiago Canyon College	SCC -Various Departments	Leased in accordance with the California Multiple Awards Schedule (CMAS) Contract #3-16-36-0052B Board Approved: October 14, 2019
21-P0219121	\$184,359.00	Lease of property at 1937 W. Chapman Avenue, Suite 200, Orange, CA 92868	SCC -OEC	Board Approved: January 14, 2013
21-P0219124	\$47,700.00	Dark fiber connectivity service fee for the Orange Education Center at Main Street	SCC -OEC/CWPC	Bid #1287 Board Approved: June 19, 2016
21-P0219135	\$21,263.36	Integrated waste management services at Santiago Canyon College	SCC -Admin Services	Bid #1347 Board Approved: November 26, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219137	\$1,795,500.00	Sub-agreement with Tri-Cities Region Occupational Program to create, support and/or expand high-quality career technical education programs at the K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020
21-P0219138	\$918,939.00	Sub-agreement with Coastline Occupational Program to create, support and/or expand high-quality career technical education programs at the K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020
21-P0219139	\$62,500.00	Annual renewal of subscriptions for Real-Time Digital Dashboard for each college and provide general public affairs services through December 31, 2020	DO -Public Affairs	Board Approved: June 17, 2019
21-P0219140	\$175,500.00	Sub-agreement with Port of Los Angeles High School to create, support and/or expand high-quality career technical education programs at the K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219141	\$125,000.00	Sub-agreement with Jurupa Unified School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Riverside CCD in the Inland Empire Desert region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219142	\$125,000.00	Sub-agreement with Plumas Charter School to host the Strong Workforce Program K12 Pathway Coordinator serving the Feather River CCD in the North/Far North Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219143	\$125,000.00	Sub-agreement with Fortuna Union High School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Redwoods CCD in the North/Far North Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219144	\$125,000.00	Sub-agreement with San Luis Obispo County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the San Luis Obispo CCD in the South Central Coast Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219145	\$900,000.00	Sub-agreement with Centinela Valley Union High School District to create, support and/or expand high-quality career technical education programs at the K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219146	\$125,000.00	Sub-agreement with San Joaquin County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the San Joaquin Delta CCD in the Central Valley/Mother Lode region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219147	\$125,000.00	Sub-agreement with Carlsbad Unified School District to host the Strong Workforce Program K12 Pathway Coordinator serving the MiraCosta CCD in the San Diego/Imperial region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219148	\$125,000.00	Sub-agreement with Alameda County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Ohlone CCD in the Bay Area region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219149	\$125,000.00	Sub-agreement with Grossmont Union High School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Grossmont-Cuyamaca CCD in the San Diego/Imperial region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219150	\$125,000.00	Sub-agreement with Coastline Regional Occupational Program to host the Strong Workforce Program K12 Pathway Coordinator serving the Coast CCD in the Orange County region	DO -Resource Development	Board Approved: May 11, 2020

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219151	\$180,000.00	Sub-agreement with Santa Clarita CCD to host the K14 Technical Assistance Provider for the South Central Coast region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219152	\$100,000.00	Sub-agreement with San Luis Obispo County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the San Luis Obispo CCD in the South Central Coast Region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219153	\$435,700.00	Sub-agreement the Los Angeles CCD on behalf of LA City College to implement FY19-20 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017
21-P0219169	\$15,400.00	Sports field maintenance services at Santiago Canyon College	SCC -Grounds	Bid #1319 Board Approved: May 15, 2017
21-P0219170	\$80,000.00	Consulting services related to government and community relations	DO -Chancellor's Office	Board Approved: June 15, 2020
21-P0219171	\$100,000.00	General legal council services	DO -Chancellor's Office	Board Approved: June 15, 2020
21-P0219172	\$200,000.00	Sub-agreement with Mission Trails Regional Occupational Program - Salinas Union High School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Hartnell and Monterey Peninsula CCD in the Bay Area Region	DO -Resource Development	Board Approved: March 23, 2020

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
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P.O. #	Amount	Description	Department	Comment
21-P0219173	\$100,000.00	Sub-agreement with William S. Hart Union High School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Santa Clarita CCD in the South Central Coast Region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219174	\$46,374.00	Facility lease for Santa Ana College -East Child Development Center	SAC -CDC East	Board Approved: June 15, 2020
21-P0219175	\$50,000.00	Discrimination investigative services	DO -Risk Management	Board Approved: May 28, 2019
21-P0219176	\$50,000.00	Investigative Activity services for Title IX concerns	DO -Risk Management	Board Approved: May 28, 2019
21-P0219178	\$100,000.00	Sub-agreement with Marin County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Marin CCD in the Bay Area region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219179	\$100,000.00	Sub-agreement with Centinela Valley Union High School District to host the Strong Workforce Program K12 Pathway Coordinator serving the El Camino CCD in the Los Angeles County region	DO -Resource Development	Board Approved: March 23, 2020

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 21, 2020 THROUGH JULY 18, 2020
BOARD MEETING OF AUGUST 10, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219180	\$125,000.00	Sub-agreement with Contra Costa County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Contra Costa CCD in the Bay Area region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219186	\$297,374.00	Sub-agreement with Fullerton Elementary School District to create, support and/or expand high-quality career technical education programs at the K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020
21-P0219187	\$247,699.00	Sub-agreement with Five Keys Independence High School to create, support and/or expand high-quality career technical education programs at the K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020
21-P0219194	\$20,000.00	Instructional agreement for law enforcement training	SAC -CJTC	Board Approved: July 17, 2017
21-P0219196	\$26,400.00	Lease of office space at Santora Building, 207 N. Broadway, Suite Q, Santa Ana, CA 92706	SAC -Art Gallery	Board Approved: September 23, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed. To access these items, please [click here](#).

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<u>Fiscal Year 2019/2020</u>		
1. Coronavirus Aid, Relief, and Economic Security (CARES) Act Higher Education Emergency Relief Fund (HEERF) – Minority Serving Institution (MSI) (SAC & SCC)	06/04/2020	\$577,122
<p>The Coronavirus Aid, Relief, and Economic Security (CARES) Act - Minority Serving Institution (MSI) is an education stabilization federal grant from the U.S. Department of Education. Educational institutions may use funds for students aid to support any component of the student’s cost of attendance, including tuition, course materials, and technology, and to defray institutional expenses, which may include lost revenue, reimbursement for expenses already incurred, technology costs associated with the transition to distance education and remote learning for faculty and staff training (19/20). <i>No match required.</i></p> <ul style="list-style-type: none"> • SAC \$379,989 • SCC \$197,133 		
2. Early Head Start – Year 1 (District) - <i>Augmentation</i>	07/03/2020	\$215,911
<p>Non-competitive grant award from the U.S. Department of Health and Human Services, Administration for Children and Families, to support minor repairs, building improvements and alternations in RSCCD’s Early Head Start Program to address program improvements in health and safety at Santa Ana College’s East-Child Development Center. (19/20). <i>No match required for the COLA, Quality Improvement and COVID-19 funds.</i></p> <ul style="list-style-type: none"> • COLA \$37,878 • Quality Improvement \$55,000 • COVID-19 \$123,033 		
<u>Fiscal Year 2020/21</u>		
3. Career and Technical Education Act (CTEA) Title I-C (District/ SAC/SCC)	07/01/2020	\$1,011,344
<p>Funds from the California Community Colleges Chancellor’s Office - Carl D. Perkins Career and Education Act of 2006 (Perkins IV - Reauthorized to Perkins V in 2019) federal funds to strengthen career and technical education programs for the 21st Century at the postsecondary level. (20/21). <i>No match required.</i></p>		

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
4. College Assistance Migrant Program – Year 4 (SCC) Fourth year of a five-year grant from the U.S. Department of Education to assist migrant students to complete their first academic year of college and to continue in post-secondary education. (20/21). <i>No match required.</i>	07/01/2020	\$425,000
5. Project Gateway Program – College Access Informational Continuum (CAIC) (SAC) Sub-award from the Community Partners, on behalf of Educational Credit Management Corporation (ECMC) Foundation, to support efforts to increase student success in statistics. (20/21). <i>No match required.</i>	07/09/2020	\$52,700
6. Tobacco-Free College Program (SAC) Funds from the Truth Initiative, a non-profit organization, to educate the campus community about the dangers of tobacco and smoking and convene a campus committee to consider a 100 percent smoke- or tobacco-free policy at the college. (20/21). <i>No match required.</i>	09/08/2020	\$20,000

RECOMMENDATION

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

Fiscal Impact:	\$2,302,077	Board Date: August 10, 2020
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of Second Amendment to Sub-Agreement between RSCCD and Tri-Valley Regional Occupational Program in the Bay Area Region selected to host the Strong Workforce Program K12 Pathway Coordinators – Year 1	
Action:	Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division. At the direction of the Chancellor's Office, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

ANALYSIS

The Chancellor's Office allocated funds to support K12 Pathway Coordinators selected and hosted in each region, as part of the infrastructure to support the K12 Strong Workforce Program. The Regional Consortia facilitated the selection of Local Educational Agencies (LEA) to serve as hosts for K12 Pathway Coordinators. RSCCD developed sub-agreements with each of the hosts that were Board approved on March 23, 2020. Due to the delay in starting the year 1 grants and since extensions will not be approved, the Chancellor's Office then determined that the year 1 awards will be revised to reflect the shorter timeline. RSCCD, Fiscal Agent, developed first amendments with the LEA hosts to amend the sub-award amount to \$100,000, this represented a \$25,000 reduction from \$125,000 to \$100,000, per community college district (CCD) served. To access a copy of the docket items, please [click here](#).

The Chancellor's Office has notified RSCCD that Tri-Valley Regional Occupational Program's (ROP) request to maintain its year 1 award at \$125,000 was approved. In order to implement this notice, RSCCD has developed a second amendment (#DO-18-2559-30.02) with Tri-Valley ROP to reinstate the sub-award amount to \$125,000 at the approval of the Chancellor's Office.

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

RECOMMENDATION

It is recommended that the Board approve the second 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:	\$25,000 (grant-funded)	Board Date: August 10, 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	

**SECOND AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
TRI-VALLEY REGIONAL OCCUPATIONAL PROGRAM**

This second amendment (hereinafter “Amendment”) is entered into on this 10th day of August, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Tri-Valley Regional Occupational Program** (hereinafter “SUBCONTRACTOR”), to amend that certain agreement #DO-18-2559-30 (hereinafter “Agreement”) dated March 23, 2030, and first amendment #DO-18-2559-30.01 dated May 11, 2020, between the parties. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”). At the direction of the PRIME SPONSOR, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

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

WHEREAS, SUBCONTRACTOR has agreed to host the **Strong Workforce Program K12 Pathway Coordinator** serving the **Chabot-Las Positas Community College District** in the **Bay Area Region**, and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby mutually agree to amend the following:

Total Cost will be amended as follows:

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$125,000.00.

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: *Tri-Valley Regional
Occupational Program*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: August 10, 2020

42-1764023

Employer/Taxpayer Identification Number (EIN)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: August 10, 2020
Re: Approval of First Amendment to Sub-Agreement between RSCCD and Riverside County Office of Education in the Inland Empire Desert Region selected to host the Strong Workforce Program K12 Pathway Coordinators – Year 2	
Action: Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division. At the direction of the Chancellor's Office, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

ANALYSIS

The Chancellor's Office allocated funds to support K12 Pathway Coordinators selected and hosted in each California region as part of the infrastructure to support the K12 Strong Workforce Program. The Regional Consortia facilitated the selection of Local Educational Agencies (LEAs) to serve as hosts for K12 Pathway Coordinators. RSCCD developed a sub-agreement with Riverside County Office of Education to host the K12 Pathway Coordinators serving the Mt. San Jacinto and Palo Verde Community College Districts. The sub-agreement was Board approved on May 11, 2020. To access a copy of the sub-agreement, please [click here](#).

The Chancellor's Office has notified RSCCD that Desert Sands Unified School District withdrew as a Pathway Coordinator host, and has approved Riverside County Office of Education as the new host. In addition to serving Mt. San Jacinto and Palo Verde CCDs, the host will also serve the Desert CCD in the Inland Empire Desert region. RSCCD has developed an amendment (#DO-19-2563-24.01) to the sub-agreement with Riverside County Office of Education at \$125,000 with a performance period of 7/1/2020 – 12/31/2021. This represents a change of host and all terms and conditions remain unchanged. There is no fiscal impact.

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

RECOMMENDATION

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

Fiscal Impact: none	Board Date: August 10, 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	

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
RIVERSIDE COUNTY OFFICE OF EDUCATION**

This first amendment (hereinafter “Amendment”) is entered into on this 10th day of August, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Riverside County Office of Education** (hereinafter “SUBCONTRACTOR”) to amend that certain agreement #DO-19-2563-24 (hereinafter “Agreement”) between the parties dated May 11, 2020. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”). At the direction of the PRIME SPONSOR, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

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

WHEREAS, SUBCONTRACTOR has agreed to host the **Strong Workforce Program K12 Pathway Coordinators** serving the **Desert, Mt. San Jacinto and Palo Verde Community College Districts** in the **Inland Empire Desert Region**, and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby mutually agree to amend the following:

Statement of Work will be amended as follows:

1. Statement of Work
SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A, Exhibit A.1*) approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

Total Cost will be amended as follows:

2. Total Cost
The total cost to RSCCD for performance of this Agreement shall not exceed \$375,000.00 (includes \$125,000 per community college district (CCD) served).

Budget will be amended as follows:

3. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A, Exhibit A.1*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

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: *Riverside County
Office of Education*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: Reginald Thompkins

Associate Superintendent, Division of
Title: Student Programs and Services

Date: _____

Board Approval Date: August 10, 2020

33-0830818

Employer/Taxpayer Identification Number (EIN)

List of Exhibits
(Updated July 2020)

Exhibit A: Scope of Work (approved by Chancellor's Office)

Exhibit A.1: Scope of Work to include Desert CCD (approved by Chancellor's Office)

Exhibit B: Invoice Form and Instructions

Exhibit C: Guidance Memorandum from the Chancellor's Office

Exhibit D: Guidance on Sub-agreement for Year 1 K12 Workforce Pathways Coordinators and Important Updates Letter from RSCCD (04-01-2020)

Exhibit E: Articles I, Rev. 09/18 and Article II, Rev. 05/14

(NOTE: Exhibit E is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

Exhibit A.1:
Scope of Work/Application
to include Desert CCD
(Approved by the Chancellor's Office)



California Community Colleges

APPLICATION TO HOST K12 PATHWAY COORDINATOR

The deadline to complete the application for the K12 Pathway Coordinator in your LEA, is **January 10, 2020**. Return this application to Julie.Pehkonen@rcc.edu with "Host Application for K12 Pathway Coordinator" in the subject line.

NOTE: The Inland Empire/Desert Regional Consortium will rank this application according to how well applicants demonstrate a commitment to serving the community college district and region, the level of grant management experience, nimble/flexible fiscal processes, the ability to manage and support the position, and the ability to fill the positions relatively quickly.

LEA	Riverside County Office of Education
Community College District served	Desert CCD (College of the Desert)
Primary Contact	Dr. Forest DeRenzo
Title	Executive Director - CTE
Email	fderenzo@rcoe.us
Phone	951.826.6797

On a separate sheet of paper, please provide brief answers to the following questions:

1. How will you ensure that the K12 Pathway Coordinator is able to serve your community college district service area **including all middle and high school affiliates**? Include information such as:
 - a. How would you determine and support your service area’s focus?
 - b. Describe prior or existing collaborations with K12 and college partners that would support hosting this position.
 - c. If your organization is proposing to serve multiple community college districts and host multiple K12 Pathway Coordinators, provide the rationale for doing so.
 - d. Describe CTEIG or K12 SWP partnerships in which your organization has played a role.

2. Describe how your fiscal/grant processes and resources are prepared to support the work of the K12 Pathway Coordinator. Include information such as:



California Community Colleges

- a. What examples do you have of your organization's ability to serve as a fiscal agent for a K12 Pathway Coordinator? Include experience managing other grants.
 - b. What evidence do you have of your organization's ability to process payments, travel, conference expenses?
 - c. What office space, technology, and administrative support is available to support this position.
3. Once selected, describe how you would manage the K12 Pathway Coordinator.
- a. Who will supervise this position?
 - b. What is the plan to monitor and evaluate the performance of this position?
 - c. What obligations would the K12 Pathway Coordinator have to the host institution apart from carrying out the K12 Pathway Coordinator duties?
 - d. This position is responsible for serving multiple institutions and will be situated within an evolving organizational matrix with reporting relationships to the region including the K14 TAP, the regional consortium, the SWP Selection Committee, the Chancellor's Office, the California Department of Education, Regional Directors, Guided Pathways Coordinators, and Strong Workforce Program TAPs (e.g. COEs). How will your institution take this into account in providing supervision of this position? Please describe other positions hosted by your institution with a similar external orientation.
4. How will this position be filled?
- a. How you would employ the K12 Pathways Coordinator (faculty on special assignment, release time, administrator, classified staff, independent contractor, etc.)
 - b. Will you recruit for this position or do you already have someone identified for the position?
 - c. Describe how you would carry out the recruitment process.
 - d. Will there be opportunities for other stakeholders to participate in the selection process?
 - e. What is your projected timeline for filling the position?

The annual budget is \$125,000. Describe the categories of expenditure and the amount you anticipate budgeting for each.



California Community Colleges

Expenditure Type	
1000 – Certificated Salary	\$ 70,000 (per position)
2000 – Classified Salary	\$
3000 – Employee Benefits	\$ 30,000 (per position)
4000 – Books and Supplies	\$ 10,000 (per position)
5000 – Services and other operating expenditures	\$ 15,000 (per position)

1. How will you ensure that the K12 Pathway Coordinator is able to serve your community college district services area **including all middle and high school affiliates**? Include information such as:

- a. How would you determine and support your service area's focus?

The Riverside County Office of Education currently supports all of the LEA's within our county. The RCOE CTE unit is uniquely poised to promote and support the development of CTE pathways at each individual high school, while promoting the need for students to articulate to their local community college as they further their CTE knowledge. RCOE will conduct a needs assessment and analysis of K12 CTE Pathway Development to determine and support each region's area(s) of focus. The Career Technical Education unit will conduct the analysis. Current and future staff will be assigned to schools within each region serviced by a Community College

- b. Describe prior or existing collaborations with K12 and college partners that would support hosting this position.

The Riverside County Office of Education has an extensive relationships with its 23 traditional school districts, 3 Charter Schools, Alternative/Court County Schools, and 4 Community Colleges. RCOE has over 125 CTE teachers placed throughout the county in 18 (of 23) districts (including 55 different school sites). Additionally, RCOE facilitates professional developments, providing a collaboration platform where educators from middle school, high school, and adult school engage in teaching and learning. RCOE currently offers CTE instruction to approximately 13,000 high school students. RCOE currently has over 30 community college articulation agreements.

- c. If your organization is proposing to serve multiple community college districts and host multiple K12 Pathway Coordinators, provide the rationale for doing so.

Yes, the Riverside County Office of Education covers and supports a broad geographic territory. We currently support every school throughout the county.

- d. Describe CTEIG or K12 SWP partnerships in which your organization has played a role.

The Riverside County Office of Education has continued to support its school districts and charter schools who have received CTEIG and K12 SWP. RCOE has applied for, and received, CTEIG and K12 SWP for its alternative/charter/court and schools. RCOE desires to serve as a central resource for the county's Local Educational Agencies, and support them in acquiring and allocating these funds (K12 SWP and CTEIG) designed to promote Career Technical Education.

2. Describe how your fiscal/grant processes and resources are prepared to support the work of the K12 Pathway Coordinator. Include information such as.

- a. What examples do you have of your organization's ability to serve as a fiscal agent for a K12 Pathway Coordinator? Include experiences managing other grants.

The Riverside County Office of Education has a Career Technical Education unit devoted to ensuring high-quality services and outcomes to our community colleges and school districts. It is led by an experienced Executive Director with an extensive background in CTE/ROP. Additionally, RCOE has a long history of successfully receiving and implementing both state and federal grants.

- b. What evidence do you have of your organization's ability to process payments, travel, conferences expenses?

The Riverside County Office of Education has a high functioning Administrative and Business Services unit that consistently meets its deadlines as well as, processes travel and conference expenditures on time.

- c. What office space, technology, and administrative support is available to support this position.

The K12 Pathway Coordinator(s) will be provided space and equipment where he/she/they can perform the daily duties needed to be successful.

- 3. Once selected, describe how you would manage the K12 Pathway Coordinator.

- a. Who will supervise this position?

The RCOE Executive Director of Career Technical Education or designee will be the immediate supervisor.

- b. What is the plan to monitor and evaluate the performance of this position?

The Riverside County Office of Education will follow the recommendations of the evaluation and supervision process from the California Department of Education, and the legal requirements communicated through the RCOE Personnel Services Division inclusive of, but not limited to, regular observations and yearly evaluations for each of the K12 Pathway Coordinators.

- c. What obligations would the K12 Pathway Coordinator have to the host institution apart from carrying out the K12 Pathway Coordinator duties

The K12 Pathway Coordinator will be involved in other CTE support programs that have related educational outcomes that benefit his/her position.

- d. This position is responsible for serving multiple institutions and will be situated within an evolving organization matrix with reporting relationships to the region including the K14, TAP, the regional consortium, the SWP Selection Committee, the Chancellor's Office, the California Department of Education, Regional Directors, Guided Pathways Coordinators, and Strong Workforce Program TAP's (e.g. COEs). How will your institution take this into account in providing supervision of this position? Please describe other positions hosted by your institution with a similar external orientation.

RCOE currently has positions (Coordinator/principal) that serve large and diverse geographic regions inclusive of Palo Verde, Coachella, San Jacinto, Riverside, Moreno Valley, Corona, Murrieta, etc. There are regular accountability measures in place for existing staff inclusive of (but not limited to) submission of weekly calendars, mileage reports, meeting attendance, report outs etc. These new K12 SWP positions will have the same expectations and accountability.

4. How will this position be filled?

- a. How you would employ the K12 Pathways Coordinator (faculty on special assignment, release time, administrator, classified staff, independent contractor, etc.)

The Riverside County Office of Education will create a position in alignment with a RCOE job description/job function. Title to be determined. RCOE may use current administrative staff members, and hire new staff, to support the region's needs. The positions will be certificated administrative positions.

- b. Will you recruit for this position or do you already have someone identified for the position?

The Riverside County Office of Education will follow the protocols and procedures that are in place with the Personnel Services unit to determine the recruitment process. RCOE anticipates that existing staff members, who meet the qualifications for the positions, may be assigned these new responsibilities.

Describe how you would carry out the recruitment process.

Riverside County Office of Education will allow the Personnel Services unit to take the lead in posting and hiring of this position.

- c. Will there be opportunities for other stakeholders to participate in the selection process?

Yes. The Riverside County Office of Education Personnel Services Division will determine the participation and selection process.

- d. What is your projected timeline for filling the position?

The expectation of The Riverside County Office of Education is to move at a pace where the best candidate will be selected for this position and as soon as possible.

The annual budget is \$125,000. Describe the categories of expenditures and the amount you anticipate budgeting for each

Expenditure Type

1000-Certificated Salary, \$70,000 (per position)

2000-Classified Salary, \$

3000-Employee Benefits, \$30,000 (per position)

4000-Books and Supplies, \$10,000 (per position)

5000-Services and other operating expenditures, \$15,000 ((per position)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 10, 2020
Re: Approval of Professional Services Agreement between RSCCD and Lauren McSherry Consulting	
Action: Request for Approval	

BACKGROUND

Through the K12 Strong Workforce Program (SWP), the state allocated one-time funds to the Los Angeles / Orange County Regional Consortium to support understanding of Strong Workforce and increase participation in the K12 SWP application process. Rancho Santiago Community College District was selected by the state to serve as the Fiscal Agent for the Los Angeles & Orange County Regional Consortium (LAOCRC). LAOCRC is planning activities in accordance with the work plan for K12 SWP one-time funds, effective July 1, 2019 through December 31, 2020. Major deliverables include technical assistance and written resources to assist regional partners with their understanding of SWP regional goals, pathways, and metrics.

ANALYSIS

The proposed agreement is for work associated with K12 Strong Workforce in the Los Angeles and Orange County regions of the LA/OC Regional Consortium. The project will include creation of materials to improve understanding of Strong Workforce with a focus on the future of work in the region. Activities to achieve the outcomes may include phone interviews and/or Zoom meetings with project leadership and working groups, summarizing input from stakeholder meetings, as well as research, including but not limited to the review and synthesis of key findings from documents critical to the planning process, such as the region's 15 Perkins Comprehensive Local Needs Assessments. Research includes locating and reviewing the Workforce Innovation and Opportunity Act (WIOA) plans for the Workforce Development Boards (WDBs) in Los Angeles and Orange counties, as well as Adult Education programs, <https://caladulthood.org/ConsortiumDirectory>. The purpose is to improve understanding of the Strong Work Program and career education.

RECOMMENDATION

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

Fiscal Impact:	\$40,000 (grant-funded)	Board Date: August 10, 2020
Prepared by:	Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

Subject Individual: Lauren McSherry Consulting

Services to be provided: Consulting to Strong Workforce Program

Date(s) of Service: 08/11/20-12/31/20

Certification: Rancho Santiago Community College District has not employed this individual in the current calendar year.

Signed: *Anna Tran* **Date:** 07/24/20

Certification: The services provided by the vendor / individual are specialized and not within the job duties of our current employees.

Signed: *Alistair Winter*
Alistair Winter (Jul 24, 2020 09:16 PDT) **Date:** _____

Assistant Vice Chancellor, Human Resources 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, Los Angeles / Orange County Regional Consortium and Lauren McSherry Consulting, having its principal business address located at Insert address of contractor hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on August 11, 2020, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Forty Thousand Dollars (\$40,000.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
ILos Angeles / Orange County Regional Consortium
Karen Childers / LA Director, LAOCRC
2323 N. Broadway Street #328
Santa Ana, CA 92706
714.564.5771

Contractor: Lauren McSherry Consulting
8042 NW Oxbow Dr.
Corvallis, OR 97330

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

- 33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
- 34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

Pre-approval 1: _____



Dr. Adriene Davis, Asst. Vice Chancellor of EWD

7/22/2020

Date

Pre-approval 2: _____

Enrique Perez, Vice Chancellor of Educational Services

Date

CONTRACTOR

BY:  _____
Signature of Authorized Person

Print Name: Lauren McSherry

Print Title: Owner and Sole Proprietor, Lauren McSherry Consulting

Date: July 23, 2020

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Insert detailed Scope of Work & Payment Schedule

Lauren McSherry Consulting

8042 NW Oxbow Dr.
 Corvallis, OR 97330
 Phone: 951-965-8672
 Email: lauren@businesscopywriter.net
 Web: www.laurenmcsherry.com

Proposal for Karen Childers and Gustavo Chamorro, LA and OC Regional Chairs:

Date	Services Performed By:	Services Performed For:
July 13, 2020	Lauren McSherry Consulting 8042 NW Oxbow Dr. Corvallis, OR 97330 Phone: 951-965-8672 Email: lauren@businesscopywriter.net Web: www.laurenmcsherry.com	Karen Childers, Los Angeles Regional Chair, and Gustavo Chamorro, Orange County Regional Chair, Los Angeles and Orange County Regional Consortium Childers_Karen@rscdd.edu 14.564.5771 hamorro_Gustavo@rscdd.edu 714.564.5521

Schedule of Payment

Deliverables requested by the LA|OC Regional Consortium: Resources for improving understanding of Strong Workforce and increasing participation in the application process.

- Description of SWP Regional Stakeholders
- Regional Overview
- Description of Regional Priorities
- Regional Labor Market Data and Analysis
- Los Angeles County’s and Orange County’s Assets and Investments
- Strategic Priorities for Los Angeles and Orange Counties
- Continued Engagement Strategies

Resources are anticipated to range from 50 to 100 pages for each County, for a total of 100 to 200 pages. At least two revision sessions are anticipated following review by consortium deans and other stakeholders.

Payment schedule is based on the assumption of 20 hours per week of work over the course of 20 weeks. Rate is \$100/hour, for a total of 400 hours of work.

Deposit -- \$6,000 -- A 15% deposit will be billed on day of contract signature (assumed August 12) with 30 days net payment terms.

Invoices will be submitted for payment on the following dates (net 30):

September 1: \$8,000 (4 weeks)

October 1: \$10,000 (5 weeks)

November 1: \$8,000 (4 weeks)

December 1: \$4,000 (4 weeks)

Final Deliverable - 10% of project total -- \$4,000

Total: \$40,000

If there are ever any questions about payment or how we bill, do not hesitate to reach out.

Sincerely,

Lauren McSherry,
Owner & Sole Proprietor
Lauren McSherry Consulting

Lauren McSherry Consulting

8042 NW Oxbow Dr.
 Corvallis, OR 97330
 Phone: 951-965-8672
 Email: lauren@businesscopywriter.net
 Web: www.laurenmcsherry.com

Proposal for Karen Childers, Los Angeles Regional Chair, and Gustavo Chamorro, Orange County Regional Chair:

Date	Services Performed By:	Services Performed For:
July 8, 2020	Lauren McSherry Consulting 8042 NW Oxbow Dr. Corvallis, OR 97330 Phone: 951-965-8672 Email: lauren@businesscopywriter.net Web: www.laurenmcsherry.com	Karen Childers, Los Angeles Regional Chair, and Gustavo Chamorro, Orange County Regional Chair, Los Angeles and Orange County Regional Consortium Childers_Karen@rscdd.edu 714.564.5771 Chamorro_Gustavo@rscdd.edu 714.564.5521

Proposed deliverables

This SOW has been requested for work associated with K12 Strong Workforce in the Los Angeles and Orange County Regions of the LA|OC Regional Consortium. The project will include creation of materials to improve understanding of Strong Workforce with a focus on the future of work in the region. Activities to achieve the outcomes may include phone interviews and/or Zoom meetings with project leadership and working groups, summarizing input from stakeholder meetings, as well as research, including but not limited to the review and synthesis of key findings from documents critical to the planning process, such as the region’s 15 Perkins Comprehensive Local Needs Assessments. Research includes locating and reviewing the WIOA plans for the WDBs in Los Angeles and Orange Counties, as well as Adult Education programs, <https://caladulthood.org/ConsortiumDirectory>. The purpose is to improve understanding of the Strong Work Program (SWP) and career education.

At the commencement of the project, the contractor will consult with the LA and OC Directors to develop a work plan with a project calendar outlining important milestones, meeting dates, and deliverables associated with those meetings. The work plan will serve as a tool to guide the project, ensuring the contractor completes agreed upon deliverables and protecting against scope of work creep.

The report will comply with requirements stated in PART 54.5. Strong Workforce Program [88820 - 88833]. The report will reflect and align with activities in the LAOCRC work plan for K12 SWP

stakeholders with a focus on the future of work; 2) Three or more technical assistance projects related to SWP regional goals, pathways, and metrics.

Deliverables: Resources for improving understanding of Strong Workforce and increasing participation in the application process.

- Description of SWP Regional Stakeholders
- Regional Overview
- Description of Regional Priorities
- Regional Labor Market Data and Analysis
- The Los Angeles Region’s Assets and Investments
- Strategic Priorities for the Los Angeles Region
- Continued Engagement Strategies

Resources are anticipated to range from 50 to 100 pages for each County, for a total of 100 to 200 pages. At least two revision sessions are anticipated following review by consortium deans and other stakeholders. The rate for resource creation and preparation is \$100/hour. Services will not exceed \$40,000, the equivalent of 400 hours of work (roughly 20 hours of work per week over the course of 20 weeks).

Creation and preparation services may include:

- Research
- Written summaries and narratives
- Participation in planning and collaborative meetings, webinars, and/or workshops
- Phone interviews/meeting notes and summaries
- Compilation of primary/secondary information
- High-level editing
- Technical writing

The contractor may engage a subcontractor to assist with providing services outlined above. The services will also include any tasks which the parties may agree on.

Period of Performance:

The period of performance will be August 11, 2020 through December 31, 2020.

Communication and Project Status:

The contractor shall notify the client if the parameters of the SOW changes, or if the project involves more time than originally estimated. At such time, the client and contractor will renegotiate the rate.

Client will only be billed for time used to complete the project. Invoices will be submitted by the contractor to the client on a monthly basis.

The client’s failure to meet milestones by not delivering required assets, approvals, or agreed-upon materials will affect the contractor’s ability to meet agreed-upon deadlines. Should a project require

a “rush job,” whereby a quick turnaround is needed (such as without prior notice within 24-72 hours or over the course of a weekend), the contractor will charge 2x their hourly rate.

The project relationship is a non-exclusive one in that the contractor is free to work with other clients at the same time and cannot be limited to working only on the client’s project. If the client has asked the contractor to set aside multi-day time slots for the completion of the client’s project, the contractor asks to be notified at least 48 hours in advance if there is any chance that a project has fallen behind schedule and agreed-upon materials will not be delivered by the client on the date scheduled. This is asked out of consideration for other clients who also may have projects scheduled and whose project timelines could be affected by a reshuffling of timeslots.

Subcontractors:

Should a subcontractor be contracted with to assist with this project, the subcontractor shall have no ownership rights over the project he or she is working on. The subcontractor and his or her employees shall not, during the time of rendering services to the contractor or thereafter, disclose to anyone other than authorized employees of the contractor (or persons designated by such duly authorized employees of the contractor) or use for the benefit of the subcontractor and his or her employees or for any entity other than the contractor, any information of a confidential nature, including but not limited to, information relating to any such materials or intellectual property; any of the contractor’s projects or programs including the project covered by this agreement; the technical, commercial or any other affairs of the contractor; or, any confidential information which the Consortium has received from a third party. Subcontractor will indemnify contractor, its members, employees, and agents, and hold each of them harmless from and against, any loss, claim, damage, liability, cost or expense whatsoever which any of them may incur as a result of (i) the work product or the performance of services hereunder, (ii) any breach of this agreement by subcontractor, its employees, agents, affiliates and/or subcontractors, and (iii) any acts or omissions by Subcontractor, its employees, agents, affiliates and/or subcontractors, in the performance of Services hereunder.

The LA|OC Regional Consortium will retain ownership rights, licensing, and use of any materials or intellectual property created for or during this engagement.

To the best of my knowledge any materials or intellectual property created are original and do not infringe upon the intellectual property rights of others.

Thank you for your consideration. Please do not hesitate to contact me with concerns or questions.

Sincerely,

Lauren McSherry

Owner & Sole Proprietor
Lauren McSherry Consulting

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Chancellor's Office)

To:	Board of Trustees	Date: August 10, 2020
Re:	Ratification of Chancellor's Decision as Approved by Ad Hoc Committee to Begin the Fall 2020 Semester in Stage One and Proceed to Stage Two Once Approved by State Governor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19)	
Action:	Request for Action	

BACKGROUND

The board approved the Return to Work Action Plan at its July 13, 2020, board meeting which included Office and Classroom Reopening Stages One, Two, and Three as listed below:

In **Stage One**, the offices are open to Key Essential Employees (KEP), social distancing protocols are in place and will be followed. However, any other employees who are able to do so should continue to remain home and work remotely. Stage One is in compliance with the Governor's Stay-At-Home order.

In **Stage Two**, risk assessments are conducted, office and campus spaces are opened with appropriate social distance measures in preparation for a Fall semester reopening. The District will observe government guidelines related to occupancy and capacity given our offices' square footage. Access to offices and campus spaces will be granted as appropriate safety measures are in place.

In **Stage Three**, offices and campuses will reopen to all employees and students. We will implement various protocols to ensure the health and safety of our employees. At this stage, the campuses will return to face-to-face instruction as allowed by social distancing and Centers for Disease Control and Prevention (CDC) guidelines.

Considerations: It's important to note that these stages are subject to change based on state and local guidance. In addition, if cases of COVID-19 spike again in our state or in our local area, we will follow state and local guidance.

ANALYSIS

On a daily basis, the district monitors the Governor's orders and recommendations and the County of Orange Health Department recommendations to ensure a safe reopening. Due to the concern of an increase in the spread of COVID-19 as evidenced by the rising number of COVID-19 cases, hospitalizations and deaths, on July 13, 2020 the Governor ordered all counties on the watch list, of which Orange County is one, back to a Stage One reopening. This decision remains in effect until the State Public Health Officer/Governor determines it is appropriate to move to a Stage Two opening as cases, hospitalizations and deaths decline.

On July 29, 2020, the Ad Hoc Board Committee on Proposed Plan of Reentry and Timing According to Governor’s Guidelines met with the Chancellor, a Vice Chancellor, and SAC/SCC Presidents to discuss the RSCCD Return to Work Instructional Space Guidelines and timeline for reentry and recommended that the district begin the fall 2020 semester in Stage One and proceed to Stage Two once approved by the State Governor.

RECOMMENDATION

It is recommended that the board ratify the Chancellor’s decision as approved by the Ad Hoc Committee to begin the fall 2020 semester in Stage One and proceed to Stage Two once approved by the State Governor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19).

Fiscal Impact: To Be Determined	Board Date: August 10, 2020
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Marvin Martinez, Chancellor	
Recommended by: Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Chancellor's Office

To:	Board of Trustees	Date:	August 10, 2020
Re:	Approval of Support for Assembly Bill (AB 1759) – Institutions of Higher Education: Liability for Coronavirus Disease (COVID-19) Related Injuries		
Action:	Request for Approval		

BACKGROUND

The emergence of COVID-19 as a global pandemic has upended the day to day activities of nearly all aspects of daily life. Transmission of the virus has occurred at an alarming rate and public health officials are continuing to explore the means of preventing further spread and containing outbreaks. Nationwide, over 4.75 million cases have been reported and more than 157,000 fatalities have occurred as a result of COVID-19. In California, those numbers are above 509,160 and 9,356 respectively.

Contraction of COVID-19 continues to be a major concern as local, state, and national public health officials seek to reopen our economy and return our communities to daily life. Addressing liability for organizations that choose to reopen for onsite operations has risen to the forefront of challenges associated with the task of getting America back to work and our students back in the classroom.

While the issue continues to be debated at the Federal level as a component of the next stimulus package, California has introduced a number of bills aimed at addressing the matter on a state level. Existing state law provides that no monetary liability or no cause of action arises against specified entities for certain conduct and these bills seek to expand upon the list of entities eligible for those exemptions.

ANALYSIS

AB 1759 (Salas) would exempt public and independent institutions of higher education, and their officers, employees, and governing bodies from monetary liability and damages for injury relating to COVID-19 infection, any condition in existence because of the COVID-19 pandemic, or any act or omission by those institutions, their officers, their employees, or their governing bodies in response to the COVID-19 pandemic. This exemption would apply to the District.

RECOMMENDATION

It is recommended that the Board of Trustees adopt a support position for AB 1759 (Salas).

Fiscal Impact:	To be determined	Board Date:	August 10, 2020
Prepared by:	Austin Webster, Townsend Public Affairs		
Submitted by:	Marvin Martinez, Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

AMENDED IN SENATE JUNE 29, 2020

AMENDED IN ASSEMBLY MAY 17, 2019

AMENDED IN ASSEMBLY MARCH 28, 2019

CALIFORNIA LEGISLATURE—2019–20 REGULAR SESSION

ASSEMBLY BILL

No. 1759

**Introduced by Assembly Member Salas
(Coauthors: Assembly Members Bigelow and Gonzalez)**

February 22, 2019

~~An act relating to health care.~~ *An act to add Chapter 7 (commencing with Section 99400) to Part 65 of Division 14 of Title 3 of the Education Code, relating to institutions of higher education.*

LEGISLATIVE COUNSEL'S DIGEST

AB 1759, as amended, Salas. ~~Health care workers: rural and underserved areas.~~ *Institutions of higher education: liability for COVID-19-related injuries.*

Under existing law, the segments of public higher education in this state consists of (1) the California Community Colleges, (2) the California State University, and each campus, branch, and function thereof, and (3) each campus, branch, and function of the University of California. Existing law establishes as a segment of higher education in this state the independent institutions of higher education, which are those nonpublic higher education institutions that grant undergraduate degrees, graduate degrees, or both, and that are formed as nonprofit corporations in this state and are accredited by an agency recognized by the United States Department of Education.

Existing law provides that no monetary liability and no cause of action arises against specified entities for certain conduct, including,

except for specified damages, for a hospital for any action taken upon the recommendation of its medical staff, or against any other person or organization for any action taken, or restriction imposed, which is required to be reported, if that action or restriction is reported, as specified.

This bill would exempt the public and independent institutions of higher education, and their officers, employees, and governing bodies from monetary liability and damages for injury relating to COVID-19 infection, any condition in existence because of the COVID-19 pandemic, or any act or omission by those institutions, their officers, their employees, or their governing bodies in response to the COVID-19 pandemic, as provided.

~~Existing law requires the Office of Statewide Health Planning and Development to act as the coordinating agency to develop a strategic plan that would assist rural California to prepare for health care reform.~~

~~Existing law, the Health Education and Academic Loan Act, also authorizes the California Healthcare Workforce Policy Commission to provide assistance for the repayment of a student loan for medical education received by a medical student in an institution of higher education in California and requires the director to make loan assumption payments in connection with this program. Existing law requires the commission to give priority for loan assumption assistance to applicants who agree to provide primary care medical services for a minimum of 3 years in a medically underserved designated shortage area.~~

~~This bill would require the Office of Statewide Health Planning and Development, upon an express appropriation for the purpose of increasing the health care workforce in rural and underserved areas, to allocate the appropriated funds to support programs that effect that purpose, including programs to recruit and train students from areas with a large disparity in patient-to-doctor ratios to practice in community health centers in the area from which each student was recruited and to expand and strengthen programs to recruit and prepare students from underrepresented and low-income backgrounds for health careers. The bill would also include a statement of legislative findings and declarations.~~

Vote: majority. Appropriation: no. Fiscal committee: *yes-no*. State-mandated local program: no.

The people of the State of California do enact as follows:

1 *SECTION 1. It is the intent of the Legislature in enacting this*
2 *chapter to clarify the legal standard of liability for institutions of*
3 *higher education, designated as part of the critical infrastructure,*
4 *related to COVID-19 as they plan to return to campuses.*

5 *SEC. 2. Chapter 7 (commencing with Section 99400) is added*
6 *to Part 65 of Division 14 of Title 3 of the Education Code, to read:*

7

8 *CHAPTER 7. LIMITATION OF LIABILITY FOR COVID-19-RELATED*
9 *INJURIES*

10

11 99400. (a) *As used in this chapter, the following definitions*
12 *apply:*

13 (1) *“COVID-19 guidance” means any of the following issued*
14 *in connection with the COVID-19 pandemic:*

15 (A) *Federal or state regulations, orders, or guidance.*

16 (B) *Presidential or gubernatorial executive orders.*

17 (C) *Orders or guidance provided by applicable local public*
18 *health agencies, cities, or counties.*

19 (2) *“Institution of higher education” means an institution of*
20 *public higher education or an independent institution of higher*
21 *education as defined in Section 66010.*

22 (b) *There shall be no monetary liability on the part of, and no*
23 *cause of action for damage shall arise against, an institution of*
24 *higher education, or its officers, employees, or governing bodies*
25 *for injury relating to COVID-19 infection, any condition in*
26 *existence because of the COVID-19 pandemic, or any act or*
27 *omission by the institution of higher education, its officers, its*
28 *employees, or its governing bodies in response to the COVID-19*
29 *pandemic, notwithstanding any law that might impose that liability,*
30 *including, but not limited to, any provision contained in Division*
31 *3.6 (commencing with Section 810) of Title 1 of the Government*
32 *Code, and Section 1708 of, and subdivision (a) of Section 1714*
33 *of, the Civil Code. The limitation of liability applies, but is not*
34 *limited to, all of the following claims or causes of action:*

35 (1) *For recovery for injury, emotional distress, damage, death*
36 *of a person, or economic loss.*

37 (2) *For breach of contract, an action brought pursuant to*
38 *Chapter 5 (commencing with Section 17200) of Part 2 of Division*

1 7 of, or Article 1 (commencing with Section 17500) of Chapter 1
2 of Part 3 of Division 7 of, the Business and Professions Code, an
3 action based on any of the grounds in Section 1689 of the Civil
4 Code, or an action brought pursuant to Title 1.5 (commencing
5 with Section 1750) of Part 4 of Division 3 of, including Section
6 1781 of, the Civil Code.

7 (3) For a claim for injury, damage, or economic loss for a
8 cancellation or modification of a program or activity of the
9 institution of higher education, if the change was due in part to
10 COVID-19, including public health orders that restricted the
11 activities of the institution of higher education, including allowing
12 only online education.

13 (c) (1) Subdivision (b) does not apply to a claim for damages
14 caused by intentional misconduct, wanton or reckless misconduct,
15 gross negligence, or willful and wanton negligence committed by
16 an institution of higher education, its officers, its employees, or
17 its governing bodies if both of the following conditions exists:

18 (A) The alleged negligence or misconduct is proven by clear
19 and convincing evidence to have resulted in the transmission of
20 COVID-19 that led to the injury, emotional distress, damage, death
21 of a person, or economic loss.

22 (B) The action is not brought pursuant to Section 382 of the
23 Code of Civil Procedure.

24 (2) Notwithstanding paragraph (1), subdivision (b) shall apply
25 in a civil action for gross negligence, willful and wanton negligence
26 for injury, emotional distress, damage, death of a person, or
27 economic loss related to COVID-19 if the alleged act or omission
28 of the institution of higher education complied substantially with
29 or was consistent with COVID-19 guidance applicable to the
30 institution of higher education at the time of the alleged act or
31 omission. If two or more sources of COVID-19 guidance are
32 applicable to the same alleged act or omission, this paragraph
33 shall apply if the act or omission at issue by the institution of higher
34 education complied or was consistent with any COVID-19 guidance
35 in effect at the time of the act or omission.

36 (d) This section shall apply to a cause of action for injury or
37 claim alleged to have been sustained or to have occurred on or
38 after the Governor’s March 4, 2020 Proclamation of a State of
39 Emergency, during any stage of the COVID-19 pandemic.

1 (e) (1) This section shall not modify or affect a claim by an
2 employee, including a student employee, of an institution of higher
3 education pursuant to Division 4 (commencing with Section 3200)
4 of the Labor Code, which establishes the sole and exclusive
5 remedial scheme for employees of a higher educational institution
6 who have incurred an injury that arose out of and in the course
7 of employment.

8 (2) This section applies to a claim by an employee of an
9 institution of higher education, including a student employee, that
10 did not arise out of and in the course of the employment.

11 SECTION 1. (a) The Legislature finds and declares as follows:

12 (1) ~~The health and well-being of Californians is compromised~~
13 ~~by both a significant health care workforce shortage and a growing~~
14 ~~mismatch between population needs and available services.~~

15 (2) ~~These shortages are most severe in some of California's~~
16 ~~largest and fastest growing regions, particularly in underserved,~~
17 ~~rural, and ethnically and linguistically diverse communities.~~

18 (3) ~~The state must make significant investments in our health~~
19 ~~care workforce to overcome the growing gap between its existing~~
20 ~~workforce and the state's growing population and increasing~~
21 ~~diversity to ensure access to quality, affordable health care.~~

22 (4) ~~Californians who currently live in federally designated~~
23 ~~Health Professional Shortage Areas (HPSAs) will be hit hardest~~
24 ~~by the health care workforce shortage.~~

25 (5) ~~Health care workforce challenges may result in individuals~~
26 ~~going without needed care, including preventive services,~~
27 ~~experiencing delays in receiving appropriate care, enduring~~
28 ~~financial burdens, and undergoing preventable hospitalizations.~~

29 (6) ~~It is the intent of the Legislature in enacting this act to~~
30 ~~increase the supply of health care professionals in rural and other~~
31 ~~underserved communities.~~

32 (b) ~~Upon an express appropriation for the purpose of increasing~~
33 ~~the health care workforce in rural and underserved areas, the Office~~
34 ~~of Statewide Health Planning and Development shall allocate those~~
35 ~~appropriated funds for the support of programs that effect that~~
36 ~~purpose, including, but not limited to, the following programs:~~

37 (1) ~~A program to expand the number of primary care physician~~
38 ~~and psychiatry residency positions, including universities, hospitals,~~
39 ~~and clinics that have not previously operated residency programs;~~

- 1 and to prioritize the allocation of funds to residency programs in
- 2 HPSAs:
- 3 ~~(2) A program to recruit and train students from areas with a~~
- 4 ~~large disparity in patient-to-doctor ratios to practice in community~~
- 5 ~~health centers in the area from which each student was recruited.~~
- 6 ~~(3) A program to expand and strengthen loan repayment~~
- 7 ~~programs for primary care physicians and clinicians that agree to~~
- 8 ~~serve in HPSAs.~~
- 9 ~~(4) A program to expand and strengthen programs to recruit~~
- 10 ~~and prepare students from underrepresented and low-income~~
- 11 ~~backgrounds for health careers.~~

O

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Human Resources)

To: Board of Trustees	Date: August 10, 2020
Re: Approval of Return to Work Plan for Instructional Space Guidelines	
Action: Request for Approval	

BACKGROUND

In preparation for reopening the campuses and district spaces, a Return to Work Plan was developed in consultation with FARSCCD, CSEA and District Administration. The plan was developed at the direction of the Board of Trustees Ad Hoc Committee for Discussion and Timing and Reentry Plans According to the Governor's Guidelines. The committee was kept informed during the development of plan at meetings held May through July 2020. The plan was guided in its development by the Governor's Guidelines, the State Chancellor guidance and the County Health Department's guidance.

ANALYSIS

The Return to Work Plan for Instructional Space Guidelines is a companion piece to the Return to Work Plan approved by the board at its July 13, 2020, regular meeting, therefore; the Return to Work Plan for Instructional Space Guidelines begins on Page 16. It details how the district plans to reopen our district and still keep all of our students and employees safe to the extent possible. This plan, which incorporates guidelines from the Centers for Disease Control and Prevention (CDC) and the Occupational Safety and Health Administration (OSHA), highlights the responsibilities of managers and employees, and outlines the steps RSCCD is taking to address COVID-19.

RECOMMENDATION

The administration recommends approval of the Return to Work Plan for Instructional Space Guidelines as presented.

Fiscal Impact: To be determined	Board Date: August 10, 2020
Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

RSCCD
RETURN TO WORK

INSTRUCTIONAL
SPACE
GUIDELINES

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Introduction

In the Rancho Santiago Community College District (RSCCD), it is our priority to keep our employees and students safe and healthy to the greatest extent possible in the midst of the COVID 19 pandemic. As stay-at-home orders are modified and we welcome back our faculty and staff for limited face-to-face classes and services, it is essential that all possible steps are taken to ensure the safety of employees, students, and the public. The Return to Work Plan serves as a foundation to this companion plan.

These guidelines for instructional space usage are based on information from the Centers for Disease Control and Prevention (CDC). Our current environment in Orange County and The State of California. District and college leadership are monitoring these changes on a daily basis and will modify these guidelines as necessary.

We will mitigate transmission by reducing exposure through the use of administrative controls, Personal Protective Equipment (PPE), social distancing, and frequent handwashing and sanitizing. Signage will also be prevalent to communicate these guidelines.

Protocols to Follow When Returning to Campus

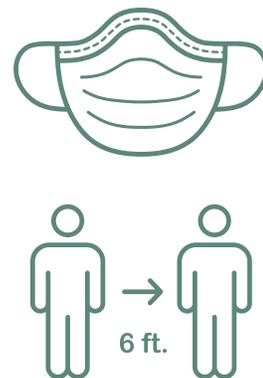
Faculty, Staff and Student Responsibilities

It is the responsibility of each individual to perform a health self-assessment each morning before coming to campus. This includes taking one's temperature. If the temperature is 100 degrees or above, the individual must not come to campus. If an individual is not feeling well, they should not come to campus. Staff or students who are sick or are showing signs of COVID-19 should stay home and not come to campus. You must be free of ANY symptoms potentially related to COVID-19 or have had evaluation and clearance by a doctor to be eligible to report to work. At this time, these symptoms include one or more of the following:

- Cough
- Shortness of breath or difficulty breathing
- Fever – Greater than 100 degrees
- Chills
- Muscle pain
- Sore throat
- Loss of taste or smell

While on campus, facemasks must be worn in public places or when another person is nearby, and social distancing must be practiced at all times to the extent possible.

Disposable face covering will be provided to any student and staff member who needs one. Cloth face coverings will be provided to all employees. Reusable face shields will be provided to instructors who want one, and identified staff members.



Administrative Controls

The following controls will be in place:

- Hold meetings and trainings remotely whenever possible
- Limit the number of employees at the workplace at the same time when possible, for example, by staggering shifts, splitting or rotating work schedules
- Reduce in-person interactions, by using an appointment system, stagger appointments, and reduce walk-ins.
- Limit the number of individuals riding in an elevator and ensure the use of face coverings.
- Posting of behavioral signage and social distancing markings.



Supervisors Risk Assessment of Workspaces

Supervisors at the colleges and district office performed assessments of all workspaces



that will open in the fall semester to determine the existing level of risk. These assessments were given to district Administrative Services, whose team is crafting a work plan to make all adjustments necessary to mitigate risks of COVID-19 to faculty, staff and students. These changes range from the movement of furniture

to the installation of plexi-glass shields. In many cases, the workspace mitigations may be different depending upon the activities that will take place in the individual work places. For example, changes to a lecture classroom will be different than those in a lab classroom, while changes to areas in student services may be different to ensure students are served while protective measures are in place for all.

Instructional Space Usage

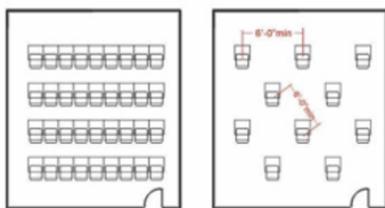
While the physical use of instructional spaces will look different, we must also consider how these spaces are used. It is critical to maintain safety precautions in the classroom and on campus to limit the spread of COVID-19.

- Common touch surfaces will be cleaned regularly (e.g. counter tops, door handles, restrooms, student desks, student chairs, etc.).
- Physical barriers will be installed in front office areas where face-to-face interaction with students and the public occurs.
- Signage will promote healthy hygiene practices and reminders to stay home when ill.
- Traffic flow patterns will be designated and marked.

Classrooms and Labs

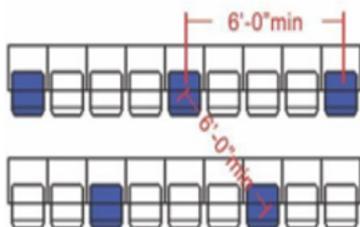
The following actions will take place in all classroom and lab instructional spaces:

Single Seat – (Movable Furniture Classrooms)



- Limit the number of attendees for in-person courses/sections while implementing six feet of social distancing. Classroom capacity should be reduced by approximately 30%. Standard square feet per student is 20.
 - General classrooms with portable seating will have 60 square feet per student
 - Lecture halls with fixed seating will have 85 square feet per student
 - Laboratories will have 100 square feet per student
 - Computer labs will have 85 square feet per student

Row Seating (Fixed Furniture Classroom/Auditorium)



- All faculty, staff and students will be required to wear masks at all times while on campus
- Implement close monitoring and tracking of in-person attendance and seating arrangements to assist the county health department with contact tracing in the event of an exposure.
- Hand sanitizing stations will be prevalent and enhanced cleaning measures will be implemented for all workspaces
- Develop attendance and excuse policies that acknowledge and support students who become ill without creating barriers and without requiring unnecessary visits to health facilities for documentation of illness

- Encourage faculty-student communication regarding health status and any changes in their ability to complete coursework and academic responsibilities
- Identify resources for students with learning disabilities or difficulties with remote learning platforms
- Develop specialized plans for students who are at increased risk due to the occupational nature of their studies. Examples include health profession students and students engaged in out-of-classroom or community-based instruction. We will ensure students are provided with adequate Personal Protective Equipment, supervision, and other protections based on the nature of their program
- Limit sharing of equipment during a class session, and if items must be shared, then they will be disinfected between each use
- Equipment and workstation or lab spaces will be sanitized between classes or when used by multiple individuals

Protocol for Campus Access

Santa Ana College Academic Affairs

To maintain a safe and controlled environment, protocols for campus access are created to mitigate the risk of potential COVID-19 exposure.

Administrators/Staff

Re-Occurring On-Campus Work Schedule

- Request re-occurring campus access (days, time, location, purpose) from supervisor
- Submit request in Campus Access Spreadsheet
- In the event a re-occurring activity is not met (called out sick) – notify supervisor and Facilities Coordinator

Non-Regular Campus Visits

- Administrators/Staff will request campus access (date, time, location, purpose) from supervisor by Thursday of the week prior.
- The request will be submitted on the Campus Access Spreadsheet.
- Approval/Denial will be confirmed by the VP of Academic Affairs (Jeff Lamb) on Friday of the week prior.

The approved Campus Access Spreadsheet will be submitted to the

- President (Marilyn Flores)
- VP of Administrative Services (Bart Hoffman)
- Director of Facilities (Mario Gaspar)
- Facilities Coordinator (Maria Taylor)
- Safety Office (Scott Baker)
- Emergency Approval (e.g. technology issue)
 - Contact Supervisor who will request approval from appropriate VP
 - Add request to list
 - VP Office notifies Facilities Coordinator with update.

Faculty

Office/Non-Teaching Classroom Visits

- Faculty will request campus access (date, time, location, purpose) from supervisor by Thursday of the week prior.
- The request will be submitted on the Campus Access Spreadsheet
- Approval/Denial will be confirmed by the VP of Academic Affairs (Jeff Lamb) on Friday of the week prior.
- The approved Campus Access Spreadsheet will be submitted to the:
 - Facilities Coordinator (Maria Taylor)
 - Safety Office (Scott Baker)

Students

Attending F2F Classes

- Faculty will confirm the dates, times and locations for each class meeting throughout the semester to appropriate Dean.
- This information will be included in the Fall 2020 Campus Presence Detail spreadsheet.

This document will be provided to:

- Facilities Coordinator (Maria Taylor)

Who will then distribute it to:

- President (Marilyn Flores)
- VP of Administrative Services (Bart Hoffman)
- VP of Student Services (Vaniethia Hubbard)
- Director of Facilities (Mario Gaspar)
- Safety Office (Scott Baker)
- Student Arrival on Campus
 - Students must complete acknowledgement and submit to faculty on or before first class meeting
 - Students will be encouraged to remain home if they are sick or have symptoms.
 - If students arrive on campus and show symptoms (See protocol)
 - Should there be an COVID positive case (See protocol)



Access to Campus for Computer Center, Learning Center, and Student Services area etc.

- Students will be required to make an appointment to work in the desired center
- Each center will determine the best method of accepting and monitoring appointments. (e.g. software, hard copy, spreadsheet, Cranium Cafe)
- All appointments will include the student name, student ID, date, time and location
- Appointment lists will be uploaded at the end of each week to the H: Drive/ Teams sheet
- The Folder/Team will be accessible by Deans, Division Office Staff, President, VPs & Safety

Students Service Hybrid Method of Support

Virtual

- We will continue to provide online resources covering many of our support services via Cranium Café, Telehealth, Zoom, etc.

On Campus

- In addition, we will have a small presence of support services available on-campus, including Admission and Records, Financial Aid, Health and Wellness Center and access to Computer space.
- Fall phased-in on campus presence, with no more than 50% of workforce at a time and staggered work schedules while remaining 50% continuing to assist students remotely.
- On campus offices will have limited hours and require an appointment for on campus access

Santiago Canyon College

Academic Affairs

To maintain a safe and controlled environment, protocols for campus access are created to mitigate the risk of potential COVID-19 exposure.

Administrators/Staff

Re-Occurring On-Campus Work Schedule

- Request re-occurring campus access (days, time, location, purpose) from supervisor
- Submit request in Campus Access Spreadsheet
- In the event a re-occurring activity is not met (called out sick) – notify supervisor and Facilities Coordinator

Non-Regular Campus Visits

- Administrators/Staff will request campus access (date, time, location, purpose) from supervisor by Thursday of the week prior.
- The request will be submitted on the Campus Access Spreadsheet.
- Approval/Denial will be confirmed by the VP of Academic Affairs (Martin Stringer) on Friday of the week prior.

The approved Campus Access Spreadsheet will be submitted to the

- President (Jose Vargas)
- VP of Administrative Services (Arleen Satele)
- Director of Facilities (Chuck Wales)
- Facilities Coordinator (Amber Nakagami)
- Safety Office (Manny Pacheco)

Emergency Approval (e.g. technology issue)

- Contact Supervisor who will request approval from appropriate VP
- Add request to list
- VP Office notifies Facilities Coordinator with update.

Faculty

Office/Non-Teaching Classroom Visits

- Faculty will request campus access (date, time, location, purpose) from supervisor by Thursday of the week prior.
- The request will be submitted on the Campus Access Spreadsheet Approval/Denial will be confirmed by the VP of Academic Affairs (Martin Stringer) on Friday of the week prior.

The approved Campus Access Spreadsheet will be submitted to the:

- President (Jose Vargas)
- VP of Administrative Services (Arleen Satele)
- Director of Facilities (Chuck Wales)
- Facilities Coordinator (Amber Nakagami)
- Safety Office (Manny Pacheco)

Students

Attending F2F Classes

- Faculty will confirm the dates, times and locations for each class meeting throughout the semester to appropriate Dean.
- This information will be included in the Fall 2020 Campus Presence Detail spreadsheet.

This document will be provided to:

- Facilities Coordinator (Maria Taylor)

Who will then distribute it to:

- President (Jose Vargas)
- VP of Administrative Services (Arleen Satele)
- VP of Student Services (Syed Rizvi)
- Director of Facilities (Chuck Wales)
- Safety Office (Manny Pacheco)

Student Arrival on Campus

- Students must complete acknowledgement and submit to faculty on or before first class meeting
- Students will be encouraged to remain home if they are sick or have symptoms.
- If students arrive on campus and show symptoms (See protocol)
- Should there be an COVID positive case (See protocol)

Protocol for Sanitizing Classrooms

Definition of Close Contact

Close contact is defined as being within approximately 6 feet of a COVID-19 case or within a closed space for a prolonged period of time (15 minutes) or having direct contact with body fluids of a COVID-19 case (e.g., being coughed on).

To further understand risk, it is important to consider the specific types of close contact. Examples include sharing a desk, lab supplies, computer keyboards, etc.; sharing tools, interacting with equipment; sharing lab coats, safety glasses, or gloves; sharing food, drink, or service ware, etc.

*Contact needs to have occurred within the symptomatic period or the 24 hours before onset of symptoms.

All surfaces, tools and equipment (touched by the symptomatic student) in the classroom will be cleaned and disinfected in a manner consistent with CDC guidelines.

Start of the class/lab

Students

- Thoroughly (>20 seconds) wash your hands with soap and water or use hand sanitizer, as instructed
- Wipe down your benchtop surface and the adjacent work areas with disinfectant
- Wipe down the sitting surface of your stool or chair with disinfectant
- Wipe drawer handle(s) of your work area with disinfectant
- Dispose used paper towels in waste bin

Instructors

- Wipe down instructor area, desk/table and chair, with disinfectant spray and paper towels

During the class/lab

Students and Instructors

- Wear personal protective equipment as instructed (gloves may be required)
- Keep interactions with fellow students to a minimum
- Wipe down shared instruments (e.g.: microscopes, balances) with alcohol wipes before use and between users if applicable

End of the class/lab

Students

- Wipe down your benchtop surface and the adjacent work areas with disinfectant
- Wipe down the sitting surface of your stool or chair with disinfectant
- Wipe drawer handle(s) of your work area with disinfectant
- Throw paper towels in waste bin
- Thoroughly (>20 seconds) wash your hands with soap and water

Instructors

- Wipe down instructor area, desk/table and chair, with disinfectant spray and paper towels

Between classes/labs

- Stockroom staff will check sanitizing supplies for all lab benches and tables and refill as necessary
- Stockroom staff will disinfect the service window counter if applicable
- Stockroom staff will disinfect any door handles between lab and stockroom if necessary

Guidelines for Using Computer Equipment

Frequency of disinfection

Computer equipment that is in regular use must be disinfected at least once per day, at a minimum. Any computer equipment that has not been cleaned for over 24 hours must be labeled as not available for use. Any computer equipment known to have been used by an individual without sanitizing their hands with hand sanitizer must be labeled as not available for use and sanitized before it can be reused.

Usage of computing equipment

Students, Faculty and Staff must properly sanitize their hands, using hand sanitizer, before using or coming in contact with any computer equipment. Students, Faculty and Staff must sanitize their hands before entering or re-entering computing labs or other shared computing spaces.

At End of Each Day

All lab and class spaces used that day will be cleaned per CDC protocols by Maintenance and Operations. It will be clearly evident that the space has been thoroughly cleaned, properly sanitized and disinfected including but not limited to trash removal, surface cleaning, etc.

Response Protocol if Student or Staff Shows Symptoms or Tests Positive for COVID-19 (Potentially Sick Students or Staff)

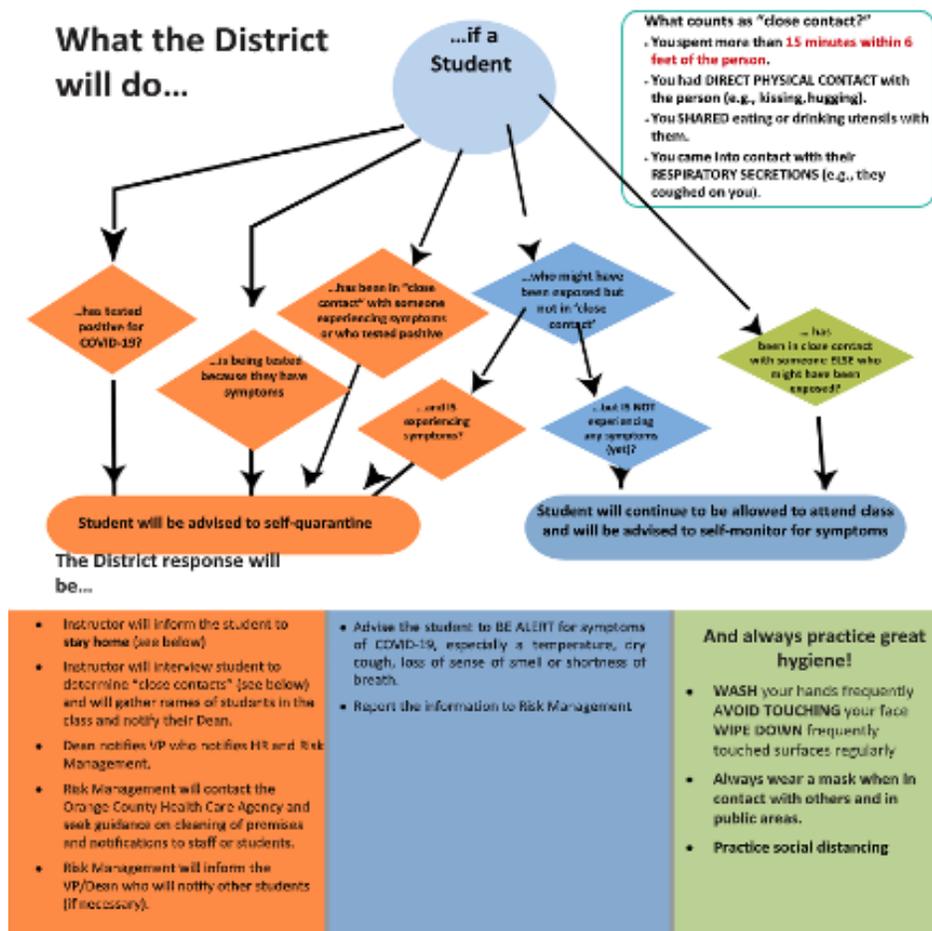
Guidelines provided by the agencies and reports listed below are the starting point for this protocol.

- California Department of Public Health
- RSCCD COVID-19 Communication Protocol, based on CDC Guidelines
- CCCOC – Report of the Safe Campus Reopening Group

Action Required

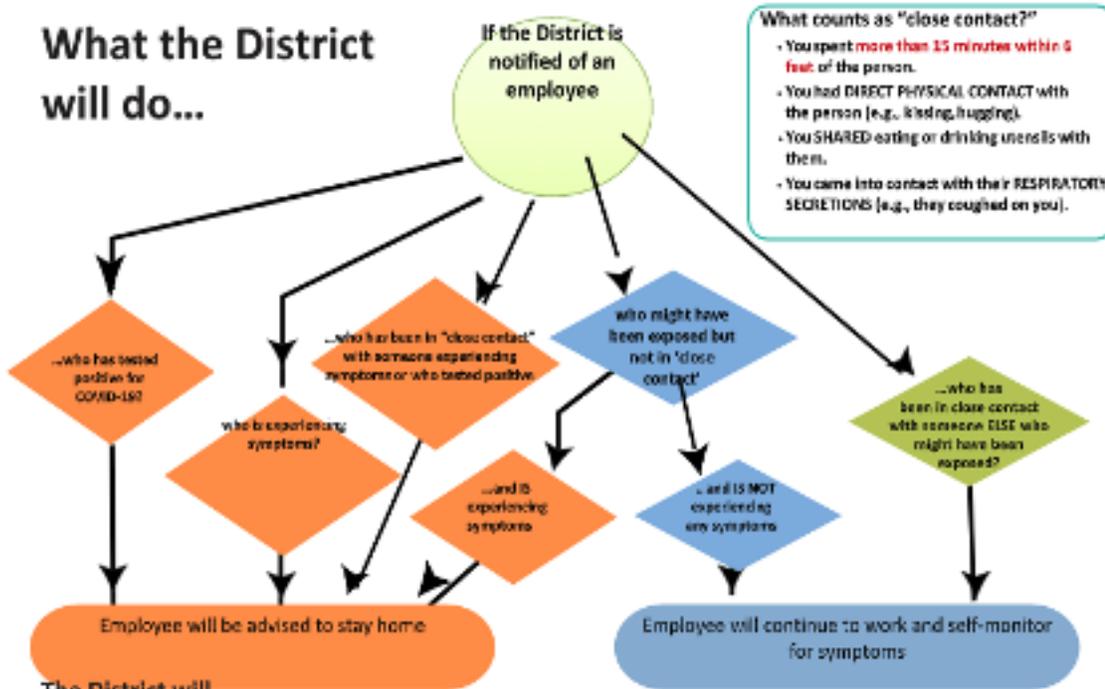
Student with Symptoms

- Students who have symptoms when they arrive at class should immediately be separated from other students/faculty and sent home
- Students who develop symptoms outside of college should notify their instructor and stay home.



Response Protocol if Faculty/Staff Shows Symptoms or Tests Positive for COVID-19

What the District will do...



The District will...

- Supervisor will inform the employee to **stay home** (see below)
- Supervisor will interview employee to determine "close contacts" (see below) and will gather names of employees in their department and notify their Manager.
- Manager notifies VP/VC who notifies HR and Risk Management.
- Risk Management will contact the Orange County Health Care Agency and seek guidance on cleaning of premises and notifications to staff or Employees.
- Risk Management will notify other employees (if necessary).

- Advise the employee to **BE ALERT** for symptoms of COVID-19, especially a temperature, dry cough, loss of sense of smell or shortness of breath.
- Advise the employee of leaves available under the FFCRA.
- Report the information to Risk Management

- And always practice great hygiene!
- **WASH** your hands frequently
 - **AVOID TOUCHING** your face
 - **WIPE DOWN** frequently touched surfaces regularly
 - Always wear a mask when in contact with others and in public areas.
 - **Practice social distancing**

Child Development Services

Phased Opening

Stage 1

As mandated by any State, Federal and or District guidelines in response to COVID-19, all instruction will be provided virtually through distance learning (full day and part day) and home visits will also be provided virtually.

Full day and part day teachers will be responsible for the following:

- Daily group contact/instruction for a minimum of 30 minutes via Zoom or other virtual platform.
 - Contact/instruction will consist of the delivery of a planned interactive lessons that will consist of a large and small group activity (similar to in person instruction).
- Daily planning using High Scope curriculum, Preschool Learning Foundations and Framework
- Weekly family material preparation and contactless distribution (done in-center by appointment to maintain physical distancing)
- Weekly virtual office hours for families
- Monthly staff development requirement
- Weekly staff meetings
- DRDP are TBD

Home-base teachers will be responsible for the following:

- Group size/case load will remain consistent with EHS mandate (up to 12)
- Weekly 90-minute planned contact with each family via virtual platform or phone with all components of home visitation (parent/child interaction, developmental-centered parenting, family well-being)
- Monthly socialization with all families on caseload via virtual platform
- Weekly in office material preparation
- Weekly material distribution to families
- Assessments and other EHS will remain unchanged

Stage 2

When deemed appropriate by the State and or District, the Full day classrooms will reopen for face-to-face instruction and care for parenting students and essential workers.

- Group size will be limited to 10 children per classroom to ensure physical distance requirement of six feet
- Classroom ratios will be 10 children: 2 adults (1 teacher and 1 intern), which exceed CDE requirement of 1 teacher to 24 children and 1 adult to 8 children
- Center hours will be modified to support a cohort model that maintains children and teacher and intern as an exclusive group
- Time out of the classroom will be consistent with CBA (3.5 hours for group size of 10) and can be scheduled in accordance with the needs of the center and done from home.
- DRDP and ECERs are TBD

Part day and home base will continue to provide virtual distance learning and home visits.

Stage 3

When deemed appropriate by the State and or District, all programs (full day, part day, and home visits) will revert back to regular face-to-face care and education at the centers and home visits. All grant funding terms and condition and licensing regulations will revert to pre-pandemic guidelines and regulations.

RSCCD Athletics Companion Plan for Return to Work

As recommended by the California Community College Athletic Association (CCCAA), all fall sports have been moved to the spring semester.

Prior to Beginning Face-to-Face Instruction

- All staff, coaches, and student-athletes will be expected to go through a COVID-19 educational PowerPoint and take a quiz to verify understanding of the new expectations for safe return to campus.
- All student-athletes will be expected to complete all of their Pre-Participation paperwork prior to being able to participate in face-to-face instruction.
- All staff, coaches, and student-athletes will complete Daily Paperwork

Prior to Coming to Campus (Employee):

- Prior to leaving home the Athletic Employee will be asked to self-assess if they have any symptoms and take their oral or tympanic temperature (tympanic preferred)
 - If the athletic employee has COVID-19 symptoms, they should take precautions as if they have COVID-19 infection
- Once arrived on campus the athletics employee will be asked to wear a mask upon exiting their vehicle

**medical professionals (i.e. Athletic Trainers) will be expected to wear a medical grade mask all other patrons are okay to wear cloth

- The employee will be asked to get their temperature taken again upon arrival with the designated person checking temperatures and doing daily check-ins

If Entering Athletics Building:

- Employee will be asked to wash or sanitize their hands prior to touching any handles or doors
 - Hand Sanitizer will be available outside of the building or doors will be propped to avoid contact

Note: Initially all thermoscans/temperatures will be done at the site of the practice and no access into classrooms or common areas outside of the necessary athletic facility will be permitted.

- Employee will sanitize touchless thermometer, ensure that symptom checklist is posted, and that flow of traffic signage is clear and visible.
- Employee will begin to access student-athletes wellness based on practice times and appointments
 - Once the student-athlete arrives on campus, they should put on their mask and proceed to the assessment area
 - Student-Athlete will be asked to wash their hands or sanitize their hands.
 - > Hand Sanitizer will be provided at the site of the practice and at buildings entrance
 - Employee will verify that Student-Athlete has completed Daily Wellness Form on SportsWare
 - Employee will complete Check-In form for each Student-Athlete that enters campus.
 - > This is a verbal questionnaire to be documented by the Employee
 - > Student-Athlete will be asked to verbally indicate if they have experienced any of the posted symptoms in the last 24 hours
 - > Employee will check the appropriate box that the Student-Athlete verbally answers
 - Employee will take Student-Athletes touchless temperature
 - > If temperature is over 100.4 – student-athlete will be asked to sit in designated area for 15 minutes (do not remove mask) and temperature will be taken again after 15 minutes
- Employee will verify that all Student-Athletes on the team have been assessed
- Employee will encourage all Student-Athletes to wash or sanitize their hands prior to and after practice/class
- Masks will be worn by the Students-Athletes throughout the practice/class when social distancing cannot be maintained
 - This will be maintained throughout phase one and two of our plan or until the Orange County Health Agency provides a different directive
- Masks will be worn by the Employee at all times

- Employee will sanitize all communal items prior to practice and after practice
- Employee will take note of all areas in which they access
- Employee will ensure all items that were utilized are properly sanitized and mask will be worn until enter into vehicle

Note: If any person (student, faculty, or staff) who has been actively participating in the class, becomes COVID positive the class will be shut down immediately for a minimum of 14 days. Communication will be made when it is safe to resume class.

Members of the Plan Workgroup include:

Tracie Green – VC HR

Craig Rutan – SCC Academic Senate

Dr. Jeffrey Lamb – VP Acad. Affairs – SAC

William Nguyen – SAC Faculty/Chemistry

Martin Stringer – Int. VP Acad. Affairs – SCC

James “Marty” Rudd – SAC Faculty/Auto

Syed Rizvi – VP Student Svcs – SCC

Sheryl Martin – CSEA

Dr. Vaniethia Hubbard – VP Student Svcs - SAC

Zina Edwards – CSEA

Dr. Arleen Satele – VP Admin Svcs – SCC

Sean Small – CSEA

Dr. Bart Hoffman – VP Admin Svcs – SAC

Sylvia Gordon – CSEA

Don Maus – Risk Manager

Katherine “Kat” James – CSEA

Jesse Gonzalez, Asst. VC – ITS

Teresa “Teri” Sturru – CSEA/OEC

Madeline Grant, Dean – SAC

Sarah Salas – CSEA/CEC

Saeid Eidgahy, Dean – SAC

Kelsey Bains – CSEA/Athletics

James “Jim” Isbell – FARSCCD

Roy Shahbazian – SAC Academic Senate



rsccd.edu

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

August 10, 2020

MANAGEMENT

Temporary/Interim Assignment

Ward, Robert
Interim Facilities Manager
Administrative Services
Santa Ana College

Effective: July 20, 2020 – July 21, 2021
Salary Placement: I-2 \$91,325.43/Year

Extension of Interim Assignment

Chavez, Lorena N.
Interim Dean, Instruction & Student Services Division
Continuing Education Division
Santa Ana College

Effective: January 1, 2020 – June 30, 2021
Salary Placement: B-1 \$140,862.79/Year

FACULTY

Hiring of Temporary 1-Year Full-time Faculty Member

Hamamura, Stacey
Assistant Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17, 2020 – June 5, 2021
Final Placement: VI-11 \$103,743.47/Year

Final Salary Placement

Chakhad, Mohammed
Assistant Professor, Physics
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 17, 2020
Final Placement: VII-11 \$106,992.16/Year
(Requisition #AC19-0802)

Fletcher, Erin
Assistant Professor/Librarian
Institutional Effectiveness, Library &
Learning Support Services Division
Santiago Canyon College

Effective: August 17, 2020 – June 5, 2021
Final Placement: II-8 \$82,536.74/Year
(One Year Temporary Employee)

FACULTY (CONT'D)

Final Salary Placement (cont'd)

Letourneau, Alexander
Assistant Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17, 2020 – June 5, 2021
Final Placement: II-4 \$70,884.60/Year
(One Year Temporary Employee)

Uffelman, Taylor
Assistant Professor, Nursing
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 17, 2020
Final Placement: IV-7 \$85,870.26/Year
(Requisition #AC19-0801)

Valeriotte, Robert
Assistant Professor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17, 2020 – June 5, 2021
Final Placement: II-11 \$91,286.76/Year
(One Year Temporary Employee)

Ratification of Resignation/Retirement

Paunovic, Mila
Professor, Nursing
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: June 5, 2021 (Last Day)
Reason: Retirement

Leave of Absence

Macintyre, Michelle
Counselor
Counseling Division
Santa Ana College

Effective: August 3 - August 21, 2020
Reason: Parental Leave/Intermittent Leave

Banking Leave of Absence

Danova, Veselka
Associate Professor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17 – December 12, 2020
Banked Leave: Withdraw 5.0 LHE

Macintyre, Michelle
Counselor
Counseling Division
Santa Ana College

Effective: August 24, - December 12, 2020
Partial Banked Leave: Withdraw 1 LHE

FACULTY (CONT'D)

Banking Leave of Absence (cont'd)

Paunovic, Mila
Professor, Nursing
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: February 1 – June 5, 2021
Banking Leave: Withdraw 15.25 LHE

Reed, Stephen
Professor, History
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 17 – December 12, 2020
Banked Leave: Withdraw 6.0 LHE

Russo, Stacey
Professor/Librarian
Fine & Performing Arts Division
Santa Ana College

Effective: August 17, 2020 – June 4, 2021
Banking Leave: Withdraw 6.0 LHE
(Concurrent with Sabbatical Leave for 100% Pay)

Wirtz, Laura
Professor/Learning Disabilities Specialist
Disabled Students Programs & Services
Student Support Services
Santiago Canyon College

Effective: August 17 – December 12, 2020
Banked Leave: Withdraw 13.5 LHE

Adjusted Banking Leave of Absence

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

Effective: August 17 – December 12, 2020
From: Withdraw 1.33 LHE
To: Withdraw 0.75 LHE

2020/2021 FARSCCD Contract Stipend

Breig, David
Professor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: August 17, 2020 – June 5, 2021
Amount: \$1,750.00
Reason: Head Coach, Men's Basketball

Cramer, Cale
Associate Professor, Political Science
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 17, 2020 – June 5, 2021
Amount: \$6,000.00/Year
United Model Nations Coach

Kubicka-Miller, Jared
Professor, Communication
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 17, 2020 – June 5, 2021
Amount: \$6,000.00/Year
Forensics Coach

FACULTY (CONT'D)

2020/2021 FARSCCD Contract Stipend (cont'd)

Luppani, Maria F. Effective: August 17, 2020 – June 5, 2021
Professor, Kinesiology Amount: \$1,750.00
Kinesiology, Health & Athletics Division Reason: Head Coach, Women's Basketball
Santa Ana College

Nilles, Thomas Effective: August 17, 2020 – June 5, 2021
Associate Professor, Kinesiology Amount: \$1,750.00
Kinesiology, Health & Athletics Division Reason: Head Coach, Baseball
Santa Ana College

Simbro, Teresa Effective: August 17, 2020 – June 5, 2021
Professor, Nursing/Coordinator, National Council Amount: \$1,000.00/Year
Licensing Exam/Technology Reason: Coordinator
Science, Mathematics & Health Sciences Division
Santa Ana College

Vu, Binh Effective: August 17, 2020 – June 5, 2021
Professor, Music Amount: \$6,000.00/Year
Arts, Humanities & Social Sciences Division Performing Arts Coach
Santiago Canyon College

Zarske, Monica Effective: August 17, 2020 – June 5, 2021
Professor/Coordinator, Speech/Language Pathology Amount: \$1,000.00/Year
Assistant Program Coordinator
Human Services & Technology Division
Santa Ana College

Approval of 2019/2020 Contract Extension Days

Brown, Angela Effective: June 8 – June 13, 2020
Counselor Additional Contract Extension: 3 Days
Counseling Division Contract Extension Rate: VI-B \$609.28/Day
Santa Ana College

Castellanos, Mary Effective: June 8 – June 13, 2020
Counselor Additional Contract Extension: 3 Days
Counseling Division Contract Extension Rate: VII-C \$645.77/Day
Santa Ana College

Gilmour, Dennis Effective: June 8 – June 13, 2020
Counselor Additional Contract Extension: 3 Days
Counseling Division Contract Extension Rate: VI-C \$630.25/Day
Santa Ana College

FACULTY (CONT'D)

Approval of 2019/2020 Contract Extension Days (cont'd)

Gonzalez-Diaz, Haydee
Counselor
Counseling Division
Santa Ana College

Effective: June 8 – June 13, 2020
Additional Contract Extension: 1 Days
Contract Extension Rate: III-11 \$452.64/Day

Nguyen, Thu Van T.
Counselor
Counseling Division
Santa Ana College

Effective: June 8 – June 13, 2020
Additional Contract Extension: 3 Days
Contract Extension Rate: VI-C \$630.25/Day

Peraza, Daniel
Counselor
Counseling Division
Santa Ana College

Effective: June 8 – June 13, 2020
Additional Contract Extension: 3 Days
Contract Extension Rate: IV-8 \$425.66/Day

Robledo, Joanna
Counselor
Counseling Division
Santa Ana College

Effective: June 8 – June 13, 2020
Additional Contract Extension: 2 Days
Contract Extension Rate: VI-16 \$567.35/Day

Robledo, Reymundo
Counselor
Counseling Division
Santa Ana College

Effective: June 8 – June 13, 2020
Additional Contract Extension: 5 Days
Contract Extension Rate: VI-16 \$567.35/Day

Approval of 2019/2020 Additional Contract Extension Days

Zook, Rochelle
Counselor
Counseling Division
Santa Ana College

Effective: June 8 – June 13, 2020
Additional Contract Extension: 3 Days
Contract Extension Rate: VI-C \$630.25/Day

Approval of 2020/2021 Contract Extension Days

Aguilar Beltran, Maria
Coordinator, Assessment
Academic Affairs
Santa Ana College

Effective: July 1, 2020 – June 30, 2021
Contract Extension: 5 Days
Contract Extension Rate: V-16 \$574.49/Day

Breig, David
Professor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: July 1, 2020 – June 30, 2021
Contract extension: 20 Days
Contract Extension Rate: VI-B \$635.30/Day

FACULTY (CONT'D)

Approval of 2020/2021 Contract Extension Days (cont'd)

Gonzalez, Adrianna
Associate Professor/Coordinator, Adult
Basic Education
Continuing Education/CEC
Santa Ana College
Effective: July 1, 2020 – June 30, 2021
Contract Extension: 1 Day
Contract Extension Rate: VI-14 \$562.46/Day

Luppani, Maria F.
Professor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College
Effective: July 1, 2020 – June 30, 2021
Contract extension: 20 Days
Contract Extension Rate: II-15 \$514.71/Day

Mirbeik Sabzevery, Mohammadreza
Associate Professor, Mathematics-Basic Skills
Continuing Education/CEC
Santa Ana College
Effective: July 1, 2020 – June 30, 2021
Contract Extension: 1 Day
Contract Extension Rate: III-13 \$501.13/Day

Nilles, Thomas
Associate Professor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College
Effective: July 1, 2020 – June 30, 2021
Contract extension: 20 Days
Contract Extension Rate: II-15 \$514.71/Day

Patton, Carrie
Associate Professor/Coordinator, High School
Subjects/Basic Skills
CEC/Continuing Education Division
Santa Ana College
Effective: July 1, 2020 – June 30, 2021
Contract Extension: 1 Day
Contract Extension Rate: IV-16 \$560.46/Day

Approval of 2020/2021 Additional Contract Extension Days

Khalid, Donna
Associate Professor/Coordinator, Adult
Secondary Education Science
Continuing Education/CEC
Santa Ana College
Effective: July 1, 2020 – June 30, 2021
Additional Contract Extension: 35 Days
Contract Extension Rate: VII-15 \$593.23/Day

Approval of Beyond Contract/Overload Stipend

Guerrero-Phlaum, Martha
Spanish/Humanities & Social Sciences Division
Santa Ana College
Effective: July 1, 2020
Amount: \$2,000.00
Reason: Distance Education

Salcido, Denise
Adult Basic Education/Continuing Education Division
Santiago Canyon College
Effective: June 9, 2020
Amount: \$750.00
Reason: Professional Development (#2242)

FACULTY (CONT'D)

Approval of Summer Stipend

Shields, Jolene
Continuing Education Division
Santiago Canyon College

Effective: June 9, 2020
Amount: \$750.00
Reason: Professional Development
(Project #2242)

Part-time/Hourly New Hires/Rehires

Barnier, Stacey M.
Instructor, Public Works/Code Enforcement
Business & Career Education Division
Santiago Canyon College

Effective: August 17, 2020
Hourly Lecture Rate: II-3 \$66.52

Brittain, Jared N.
Instructor, Criminal Justice/Firearms
Human Services & Technology Division
Santa Ana College

Effective: August 10, 2020
Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01

Finnell, Maram J.
Instructor, Business Applications & Technology
Business Division
Santa Ana College

Effective: August 17, 2020
Hourly Lecture Rate: I-3 \$63.34

Gutmann, Chelsea L.
Instructor, Fire Technology/Wellness-Fitness
Human Services & Technology Division
Santa Ana College

Effective: July 6, 2020
Hourly Lecture/Lab Rates: IV-3 \$73.32/\$66.00

Ketcham, Justin C.
Instructor, Chemistry
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 17, 2020
Hourly Lecture Rate: II-3 \$66.52

Leeper, Robert
Instructor, Earth Science
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 10, 2020
Hourly Lecture/Lab Rate: \$73.32

Macafee, Lisa R.
Instructor, Vocational/Culinary Arts
Continuing Education Division (CEC)
Santa Ana College

Effective: July 17, 2020
Hourly Lecture Rate: II-3 \$53.19

FACULTY (CONT'D)

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

Martin, James P. Effective: August 17, 2020
Instructor, Automotive Technology Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Human Services & Technology Division
Santa Ana College

Milne, James T. Effective: August 20, 2020
Instructor, High School Subjects/Bridge Program Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (OEC)
Santiago Canyon College

Orozco, Melissa A. Effective: August 17, 2020
Clinical Nurse Hourly Rate: I-3 \$63.34
Science, Math & Health Sciences Division
Santa Ana College

Palomar, Ana M. Effective: August 24, 2020
Instructor, Spanish Hourly Lecture/Lab Rates: IV-3 \$73.20/\$66.00
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Parolise, Michelle R. Effective: August 17, 2020
Instructor, OTA Hourly Lecture/Lab Rates: III-5 \$76.00/\$72.76
Human Services & Technology Division
Santa Ana College

Tate, Laurie E. Effective: August 20, 2020
Instructor, High School Subjects/Bridge Program Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (OEC)
Santiago Canyon College

Non-paid Intern Service

Brown, Tia Effective: August 11, 2020 – December 14, 2020
Counseling Intern College Affiliation: CSU, Fullerton
Center for Teacher Education Major: Higher Education
Counseling Division
Santa Ana College

Campos, Claudia Effective: August 11, 2020 – June 30, 2021
Counseling Intern College Affiliation: University of California
Counseling Division Major: School of Counseling
Santa Ana College

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

De Valle, Claudia
Counseling Intern
Counseling Division
Santa Ana College
Effective: August 11, 2020 – June 30, 2021
College Affiliation: CSU, Long Beach
Major: Social Work

Dekker, Erica
Human Services Intern
Enrollment & Support Service Division
Santiago Canyon College
Effective: August 12, 2020 – June 30, 2021
College Affiliation: CSU, Fullerton
Major: Human Services

Diaz, Daniel
Counseling Intern
Counseling Division
Santa Ana College
Effective: August 11, 2020 – June 30, 2021
College Affiliation: University of Southern California
Major: Counseling Higher Education

Guillen, Virginia
Human Services Intern
Enrollment & Support Service Division
Santiago Canyon College
Effective: August 12, 2020 – June 30, 2021
College Affiliation: CSU, Fullerton
Major: Human Services

Heredia, Zitlahlyc
Counseling Intern
Counseling Division
Santa Ana College
Effective: August 11, 2020 – June 30, 2021
College Affiliation: University of Southern California
Major: Educational Counseling

Hernandez, Nancy
Human Services Intern
Enrollment & Support Service Division
Santiago Canyon College
Effective: August 12, 2020 – June 30, 2021
College Affiliation: CSU, Fullerton
Major: Human Services

Hsu, Therese Anamarie
Human Services Intern
Enrollment & Support Service Division
Santiago Canyon College
Effective: August 12, 2020 – June 30, 2021
College Affiliation: CSU, Fullerton
Major: Human Services

Kim, Ester
Counseling Intern
Counseling Division
Santa Ana College
Effective: August 11, 2020 – June 30, 2021
College Affiliation: CSU, Long Beach
Major: Counseling

Mendoza, Brian
Human Services Intern
Enrollment & Support Service Division
Santiago Canyon College
Effective: August 12, 2020 – June 30, 2021
College Affiliation: CSU, Fullerton
Major: Human Services

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Orij, Chioma
Clinical Psychology Intern
Psychological Services
Santiago Canyon College

Effective: August 17, 2020 – June 4, 2021
College Affiliation: Mount St. Mary's University
Major: Clinical Psychology

Ruiz, Rachel
Human Services Intern
Enrollment & Support Service Division
Santiago Canyon College

Effective: August 12, 2020 – June 30, 2021
College Affiliation: CSU, Fullerton
Major: Human Services

Tran, Nicole
Counseling Intern
Counseling Division
Santa Ana College

Effective: August 11, 2020 – June 30, 2021
College Affiliation: CSU, Northridge
Major: Counseling

Viveros, Alejandra
Counseling Intern
Counseling Division
Santa Ana College

Effective: August 11, 2020 – June 30, 2021
College Affiliation: University of Southern California
Major: Educational Counseling

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
AUGUST 10, 2020**

CLASSIFIEDProfessional Growth Increments

Bui, Kevin Sr. Accountant/ Fiscal Services/ District	Effective: September 1, 2020 Grade 15, Step 1 + 4PG (2000) \$65,388.27
Nguyen, Trinity Science Lab Coord./ Science & Math/SCC	Effective: August 1, 2020 Grade 13, Step 4 + 2.5%L + 4PG (1500) (65950.48) \$69499.24
Vasquez, Liliana Administrative Clerk/ Continuing Ed./ OEC	Effective: September 1, 2020 Grade 10, Step 4 + 2.5%Bil + 4PG (2000) \$60,430.14

Out of Class Assignment

Bennett, Lauren Admissions & Records Specialist III/ Enrollment/ SCC	Effective: 07/13/20 – 06/30/21 Grade 10, Step 1 \$49,214.74
Cadenas, Marlon Intermediate Clerk/ EOPS/ SAC	Effective: 08/11/20 – 06/30/21 Grade 5, Step 5 + 1PG (500) \$49,522.23
Flores, Jazmin Admissions & Records Specialist III/ Enrollment/ SCC	Effective: 07/01/20 – 06/30/21 Grade 10, Step 3 + 2PG (1000) \$55,294.73 <i>Change end date</i>
Garcia, Isabel Student Services Coordinator/ Continuing Ed./ OEC	Effective: 07/01/20 – 06/30/21 Grade 15, Step 5 + 7.5%L + 2.5%Bil \$87,780.36
James, Katherine Admissions & Records Specialist III/ Enrollment/ SCC	Effective: 06/20/2019 – 02/28/2020 Grade 10, Step 6 + 1PG (500) \$58,585.69 <i>Retroactive</i>
James, Katherine Admissions & Records Specialist III/ Enrollment/ SCC	Effective: 07/01/20 – 06/30/21 Grade 10, Step 6 + 6PG (3000) \$65,825.48

Out of Class Assignment cont'd

Landa, Alejandra Director Special Programs/ Ed. Services/ District	Effective: 07/01/20 – 06/30/21 Grade H, Step 1 \$92,052.75 <i>Supervisory</i>
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Return to Regular Assignment

Bennett, Lauren Admissions & Records Spec. I/ Enrollment/ SCC	Effective: July 10, 2020 Grade 6, Step 3 \$46,075.00
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Change in Salary Placement

Fouste, James Sr. District Safety Officer/ District	Effective: August 2, 2020 Grade 13, Step 6 \$72,733.60 <i>Change in shift</i>
Herndon, Timothy Sr. District Safety Officer/ District	Effective: August 2, 2020 Grade 13, Step 6 + 7.5% GY \$78,188.62 <i>Change in shift</i>

Leave of Absence

Cisneros Lopez, Nanci Business Services Coord./ Ed. Services/ District	Effective: 05/18/20 – 07/06/20 Reason: Maternity Leave
Jaimes, Erika Sr. Clerk/ Student Services/ SCC	Effective: 08/10/20 – 09/21/20 Reason: Maternity Leave
Medina, Alfonso Custodian/ Admin. Services/ SCC	Effective: 06/22/20 – 07/02/20 Reason: EPSL
Nguyen, Nikki Sr. Accountant/Fiscal Services/ District	Effective: 07/31/20 – 09/11/20 Reason: Maternity Leave
Oropeza, Liliana Administrative Clerk/ Student Services/ SAC	Effective: 07/13/20 – 07/27/20 Reason: EFMLA/EP SL
Pech, Manuel Custodian/ Admin. Services/ SAC	Effective: 07/08/20 – 07/22/20 Reason: EPSL

Leave of Absence cont'd

Romero, Isadora Admissions & Records Spec. II/ Continuing Ed./ CEC	Effective: 06/29/20 – 07/10/20 Reason: EPSL
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Ratification of Resignation/Retirement

Treat, Amy DSPS Specialist/ DSPS/ SAC	Effective: August 2, 2020 Reason: Resignation
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CLASSIFIED HOURLY

Out of Class Assignment

Ramirez Velazquez, Alejandro Student Services Coord./ Counseling/ SCC	Effective: 07/14/20 – 06/30/21 Grade 15, Step A \$30.36/Hour
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Leave of Absence

Aburto, Guadalupe Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 06/30/20 – 07/13/20 Reason: EPSL
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Arzate, Daisy Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/03/20 – 08/29/20 Reason: Maternity Leave
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Reyes, Gloria Student Services Specialist/ Student Services/SCC	Effective: 06/29/20 – 08/12/20 Reason: Maternity Leave
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Ratification of Resignation/Retirement

Alvarado, Alejandra Student Services Specialist/ Student Services/ SCC	Effective: July 30, 2020 Reason: Resignation
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Ayala, Jose District Safety Officer/ District	Effective: August 30, 2020 Reason: Resignation
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Capistran, Guadalupe Student Services Specialist/ Student Services/ SAC	Effective: July 30, 2020 Reason: Resignation
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Ratification of Resignation/Retirement cont'd

Carcamo, Adriana Administrative Clerk/ Continuing Ed./ OEC	Effective: July 3, 2020 Reason: Resignation
Driouch, Khalid Assessment Assistant/ Continuing Ed./ CEC	Effective: July 10, 2020 Reason: Resignation
Duong, Quyen Instructional Assistant/ Continuing Ed./ CEC	Effective: June 30, 2020 Reason: Retirement
Vu, Michelle Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: August 2, 2020 Reason: Retirement

TEMPORARY ASSIGNMENT

Short Term Assignment

Blount, Jazman Program Specialist/ Financial Aid/ SCC	Effective: 08/11/20 – 06/30/21 Grade 8 \$21.64/Hour
Colon, Alejandra Support Services Assistant/ Academic Affairs/ SAC	Effective: 08/11/20 – 12/31/20 Grade 11 \$24.62/Hour
Hager, Regina Instructional Assistant/ Math & Science/ SCC	Effective: 08/17/20 – 06/04/21 Grade 5 \$19.31/Hour
Hager, Regina Instructional Assistant/ Math & Science/ SCC	Effective: 08/17/20 – 06/04/21 Grade 5 \$19.31/Hour
Huerta, Anthony Instructional Assistant/ Math & Science/ SAC	Effective: 08/11/20 – 06/30/21 Grade 5 \$19.31/Hour
Huerta, Anthony Learning Facilitator/Science & Math/ SAC	Effective: 08/11/20 – 06/30/21 Grade 8 \$21.64/Hour

Short Term Assignment cont'd

Huh, Young Sook Accompanist/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/24/20 – 06/06/21 Grade 10 \$23.57/Hour
Jacome, Izabella Learning Facilitator/ Math & Science/ SCC	Effective: 08/17/20 – 06/04/21 Grade 8 \$21.64/Hour
Jacome, Izabella Learning Facilitator/ Math& Science/ SCC	Effective: 08/17/20 – 06/04/21 Grade 8 \$21.64/Hour
Martinez, Alejandra Instructional Assistant/ Humanities & Soc. Sci./ SAC	Effective: 08/11/20 – 06/30/21 Grade 5 \$19.31/Hour
Mata, Alexandra General Office Clerk/ SBDC/ Ed. Services	Effective: 08/11/20 – 12/31/20 Grade 3 \$18.11/Hour
Mata, Alexandra Business Services Coordinator/ SBDC/ Ed. Services	Effective: 07/01/20 – 08/10/20 Grade 13 \$27.27/Hour
Morand, Alexander Instructional Assistant/ Math & Science/ SCC	Effective: 08/17/20 – 06/04/21 Grade 5 \$19.31/Hour
Smith, Rebecca Instructional Assistant/ Arts, Humanities & Soc. Sci./ SCC	Effective: 09/08/20 – 06/05/21 Grade 5 \$19.31/Hour
Valdez, Samuel Instructional Assistant/ Humanities & Soc. Sci./ SAC	Effective: 08/11/20 -06/30/21 Grade 5 \$19.31/Hour
Vazquez, Erika Instructional Assistant/ Math & Science/ SCC	Effective: 07/14/20 – 12/11/20 Grade 5 \$19.31/Hour
West, Ryan Learning Facilitator/ Math & Science/ SCC	Effective: 08/17/20 – 06/04/21 Grade 8 \$21.64/Hour
West, Ryan Learning Facilitator/ Math & Science/ SCC	Effective: 08/17/20 – 06/04/21 Grade 8 \$21.64/Hour

Change in Temporary Assignment

Morand, Alexander Instructional Assistant/ Math & Science/ SCC	Effective: 07/14/20 – 12/11/20 Grade 5 \$19.31/ Hour
Tapia, Julian Cashier/ Auxiliary Services/ SAC	Effective: 5/11/20 – 06/30/20 Grade 3 \$18.11/Hour
Vazquez, Erika Instructional Assistant/ Math & Science/ SCC	Effective: 07/14/20 - 12/11/20 Grade 5 \$19.31/Hour

Additional Hours for Ongoing Assignment

De Vera, Breanna Instructional Assistant/ Math & Science/ SCC	Effective: 08/24/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Lehman, Erica Student Services Spec./ DSPS/ SCC	Effective: 07/01/20 – 07/31/20 Not to exceed 19 consecutive working days in any given period.
McMinimy, Tawny Accountant/ Admin. Services/ SCC	Effective: 07/14/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Medina La Rosa, Jorge Instructional Assistant/ Student Services	Effective: 07/06/20 – 07/31/20 Not to exceed 19 consecutive working days in any given period.
Nieto, Mario Custodian/ Facility Planning/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Ontiveros, Tara Student Services Spec./ Student Development/ SCC	Effective: 07/01/20 – 09/18/20 Not to exceed 19 consecutive working days in any given period.
Panotes, Joel Custodian/ Facility Planning/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Reimer, Tracy
Counseling Assistant/ EOPS/ SAC
Effective: 08/11/20 – 06/30/21
Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Linares, Nestor
Gardener-Utility Worker/ Admin.
Services/ SAC
Effective: 07/01/20 – 06/30/21

Nieto, Vicente
Sr. Custodian-Utility Worker/ DMC /
District
Effective: 07/01/20 – 12/31/20
Not to exceed 19 consecutive working days in any given period.

Vargas, David
Gardener-Utility Worker/ Admin.
Services/ SAC
Effective: 07/01/20 – 06/30/21

MISCELLANEOUS POSITIONS

Alderette, Xavier
Model/ Arts, Humanities & Soc Sci./ SCC
Effective: 08/24/20 – 06/06/21

Allee, Charles
Business Expert Professional II/ SBDC/
Ed. Services
Effective: 7/01/20 – 12/31/20

Beck, Jonathan
Model/ Arts, Humanities & Soc Sci./ SCC
Effective: 08/24/20 – 06/06/21

Childs, Wendy
Sign Language Interpreter II/ Student
Services/ SCC
Effective: 07/01/23 – 06/30/21

Cisneros, Moises
Business Expert Professional II/ SBDC/
Ed. Services
Effective: 07/01/20 – 12/31/20

Griego, Ariana
Model/ Arts, Humanities & Soc Sci./ SCC
Effective: 08/24/20 – 06/06/21

Gutierrez, Milagros
Model/ Arts, Humanities & Soc Sci./ SCC
Effective: 08/24/20 – 06/06/21

MISCELLANEOUS POSITIONS cont'd

Hockerman, Elizabeth Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/20 – 12/31/20
Lee, Bronnie Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/20 – 12/31/20
Lloyd, Roger Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/20 – 12/31/20
Ortiz, Frank Presenter V/ Workforce Development/ Ed. Services	Effective: 07/15/20 – 06/30/21
Putros, Tremonisha Community Services Presenter/ Continuing Ed./ OEC	Effective: 06/01/20
Shiba, Lisa Sign Language Interpreter IV/ Student Services/ SAC	Effective: 07/01/20 – 06/30/21
Thielen, Maureen Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/20 – 12/31/20
Turner, Tracey Model/ Arts, Humanities & Soc Sci./ SCC	Effective: 08/24/20 – 06/06/21
Williams, Michael Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/20 – 12/31/20
Witham, Jennifer Model/ Arts, Humanities & Soc Sci./ SCC	Effective: 08/04/20 – 06/06/21
Wunderlich, Christian Model/ Arts, Humanities & Soc Sci./ SCC	Effective: 08/24/20 – 06/06/21

VOLUNTEERS

Gonzalez, Jennifer Volunteer/ Counseling/ SAC	Effective: 08/11/20 – 06/30/21
Magadelano, Giselle Volunteer/ Counseling/ SAC	Effective: 08/11/20 – 06/30/21
Martinez Bravo, Karen Volunteer/ Counseling/ SAC	Effective: 08/11/20 – 06/30/21
Navarro, Celina Volunteer/ Counseling/ SAC	Effective: 08/11/20 – 06/30/21
Rivas, Kevin Volunteer/ Counseling/ SAC	Effective: 08/11/20 – 06/30/21
Sandoval, Maria Volunteer/ Kinesiology/ SAC	Effective: 08/11/20 – 06/30/21

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Angel, Lilly	Effective: 07/14/20-06/30/21
Becerril, Rosa	Effective: 08/11/20-06/30/21
Cardenas, Lauren A.	Effective: 08/11/20-06/30/21
Ceja Diaz, Laura G.	Effective: 08/11/20-06/30/21
Diaz, Laura G.	Effective: 08/11/20-06/30/21
Garcia Aguilar , Valeria	Effective: 07/14/20-06/30/21
Huerta, Isabella G.	Effective: 08/11/20-06/30/21
Mendoza, Isidro A.	Effective: 07/14/20-06/30/21
Sandoval, Alondra	Effective: 07/09/20-06/30/21
Tafoya, Veronica E.	Effective: 07/16/20-06/30/21

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT LIST**

Diaz, Daniel	Effective: 07/17/2020 – 06/30/2021
Santo, Brendan	Effective: 07/17/2020 – 06/30/2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: August 10, 2020
Re:	Approval of Professional Services Agreement with Job Elephant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District continues to utilize the services of Job Elephant, which provides recruitment advertising services, which includes preparing ads and electronic submittals for large newspapers and website, local newspapers and niche and free websites.

ANALYSIS

The Human Resources Department seeks the approval of the Board of Trustees to engage in the recruitment and advertising services with the Job Elephant.

The term of the services is from August 11, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with Job Elephant as presented.

Fiscal Impact: Based on Utilization	Board Date: August 10, 2020
Prepared by: Elouise Marasigan, Director, Employment Services, Equity & Diversity, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, Human Resources and Job Elephant, having its principal business address located at 5443 Fremontia Lane, San Diego, CA 92115 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on August 11, 2020, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

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

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Elouise Marasigan
Director, Employment Services, Equity & Diversity
2323 N. Broadway, Suite 407
Santa Ana, CA 92706

Contractor: Michael Ang
5443 Fremontia Lane
San Diego, CA 92115

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

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

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

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

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

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

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

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

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

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

for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

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

of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:  _____
Signature of Authorized Person

Print Name: Michael Ang

Print Title: CEO

Date: 7/2/2020

Exhibit A
Scope of Work and Detailed Schedule of Payment.

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

Insert detailed Scope of Work & Payment Schedule

Recruitment Advertising services.

Payment terms: Net 30 Full payment is expected within 30 days of date on invoice.

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES 2 Board Members
LEADERSHIP CONGRESS (Phil Yarbrough)
Change of Date & Change to Virtual Meeting (Zeke Hernandez)
Virtual Meeting – October 5-8, 2020
~~Chicago, Illinois – September 30–October 3, 2020~~

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES 1 Board Member
PUBLIC POLICY & ADVOCACY COMMITTEE (Phillip Yarbrough)
MEETING
Change of Date & Change to Virtual Meeting
Virtual Meeting _ September 28, 2020
~~Chicago, Illinois – September 29, 2020~~

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 20-16

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on July 13, 2020, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Lawrence “Larry” R. Labrado was not present at the board meeting;
and

Whereas, the board has determined that Trustee Labrado’s absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Trustee Labrado shall be paid at the regular rate of compensation for the board meeting on July 13, 2020.

Dated this 10th day of August 2020.

Ayes:
Noes:
Absent:
Abstain:

Marvin Martinez
Secretary to the Board of Trustees