

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

Board of Trustees (Regular meeting)

Monday, October 12, 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 October 12, 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 Gerard_Debra@rsccd.edu.

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing Gerard_Debra@rsccd.edu. Submissions by email must be received prior to 3 p.m. on October 12, 2020. Any written comments received after 3:00 p.m. on October 12, 2020, will be distributed to the governing board following the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF OCTOBER 12, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at her discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at Gerard_Debra@rsccd.edu. or leave a message at 714-480-7450, on the Friday prior to the meeting so appropriate accommodations may be made.

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

It is the intention of the Rancho Santiago Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance, the Rancho Santiago Community College District will attempt to accommodate you in every reasonable manner. Please contact the executive assistant to the board of trustees at 2323 N. Broadway, Suite 410-2, Santa Ana, California, 714-480-7450, on the Friday prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

- 1.1 Call to Order
- 1.2 Pledge of Allegiance to the United States Flag
- 1.3 Approval of Additions or Corrections to Agenda Action
- 1.4 Public Comment

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing Gerard_Debra@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 OCTOBER 12, 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 Gerard_Debra@rscsd.edu or leave a message at 714-480-7450, on the Friday prior to the meeting so appropriate accommodations may be made.
- 1.5 Approval of Minutes – Regular meeting of September 29, 2020 Action
- 1.6 Approval of Consent Calendar Action

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

An exception to this procedure may occur if a board member requests a specific item be removed from the consent calendar consideration for separate discussion and a separate vote.
- 1.7 Public Hearing – 2020-2021 Proposed Adopted Budget

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 Facilities Committee
 - Orange County Community Colleges Legislative Task Force
- 2.9 Informational Presentation on the Budget

3.0 INSTRUCTION

- *3.1 Approval of Professional Services Agreement with Interact Communications, Inc. Action
The administration recommends approval of the professional services agreement with Interact Communications, Inc. 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 2020-2021 Adopted Budget Action
The administration recommends approval of the 2020-2021 Adopted Budget as presented.
- *4.3 Approval of Amendment to Agreement with MTGL, Inc. for Geotechnical Testing and Inspection Consulting Services for Science Center at Santa Ana College (SAC) Action
The administration recommends approval of the amendment to the agreement with MTGL, Inc. for geotechnical testing and inspection consulting services for the Science Center at SAC as presented.
- *4.4 Reject all Bids for Bid #1387 – Science Center – Owner Furnished Owner Installed Furniture Fixtures and Equipment Project at Santa Ana College Action
The administration recommends rejection of all bids for Bid #1387 for the Science Center – owner furnished owner installed furniture fixtures and equipment project at SAC as presented.
- *4.5 Approval of Annual Renewal Agreement with RAVE Mobile Safety Software Action
The administration recommends approval of the annual renewal agreement with RAVE Mobile Safety Software as presented.
- *4.6 Approval of California Multiple Award Schedule (CMAS) Contract #4-15-71-0145A to Arcadia Chair Company Action
The administration recommends approval of the use of the CMAS Contract #4-15-71-0145A, awarded to Arcadia Chair Company, including renewals, future addendums, supplements, and extensions as presented.
- *4.7 Approval of California Multiple Award Schedule Contract #4-12-71-0127A to Corporate Spaces, Inc. dba CSI Fullmer Action
The administration recommends approval of the use of CMAS Contract #4-12-71-0127A, awarded to Corporate Spaces, Inc. dba CSI Fullmer, including renewals, future addendums, supplements, and extensions as presented.

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

- *4.8 Approval of Vendor Name Change Action
The administration recommends approval of the vendor name change request from OCR Land, LLC to Caribou Industries, Inc. as presented.
- *4.9 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.

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:
- Disabled Student Programs and Services (DSPS) (SAC) \$995,282
 - Talent Search – Year 3 (SAC) \$430,487
 - Youth Empowerment Strategies for Success – Independent Living Program (YESS-ILP) (SAC) \$ 22,500
- *5.2 Approval of First Amendments to Sub-Agreements between RSCCD and Chaffey, Peralta and South Orange County Community College Districts to Award 2019/2020 Regional Director Grants to Host Colleges/ Districts Action
The administration recommends approval of the first amendments to the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.3 Approval of Agreement with Invoke Learning Inc. for Professional Services Action
The administration recommends approval of the agreement with Invoke Learning Inc. for professional services as presented.
- *5.4 Approval of Agreement with Ellucian Inc. for Colleague Application Hosting Services Action
The administration recommends approval of the agreement with Ellucian Inc. for Colleague application hosting services as presented.
- 5.5 Adoption of Board of Trustees Annual Self-Evaluation Instrument, List of Designated Recipients and Self-Evaluation Timeline Action
The administration recommends adoption of the self-evaluation survey instrument, the list of designated individuals who will receive the survey and the self-evaluation timeline as presented.

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

5.6 Board Member Comments

Information

RECESS TO CLOSED SESSION

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

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

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

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

*Alliance of Schools for Cooperative Insurance Program (ASCIP) vs. Rebecca Gonzalez
Claim #1906548*

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 Amendments to Employment Agreement
- Approval of Adjusted Leaves of Absence
- Approval of Beyond Contract/Overload Stipends
- Approval of Part-time New Hires/Rehires

6.2 Classified Personnel Action

- Approval of Out of Class Assignments
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Ratifications of Resignation/Retirement
- 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 Instructional Associates/Associate Assistants
- Approval of Student Assistant Lists

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on October 26, 2020.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

**2323 North Broadway
Santa Ana, CA 92706**

**Board of Trustees
(Regular meeting)**

Tuesday, September 29, 2020

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The Zoom meeting was called to order at 4:39 p.m. by Ms. Claudia Alvarez via video/teleconference. Other members present were Ms. Arianna Barrios, Mr. Zeke Hernandez, Mr. Larry Labrado, Mr. Phillip Yarbrough, and Mr. Mariano Cuellar via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Mr. John Hanna arrived at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Henry Gardner, Student President, Santiago Canyon College.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Hernandez and seconded by Ms. Barrios to approve a revised page (1) to Item 6.1 (Human Resources Management/Academic). The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, 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. Yarbrough and seconded by Mr. Hernandez to approve the minutes of the regular meeting held September 14, 2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

1.6 Approval of Consent Calendar

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

3.1 Approval of Agreement Addendum 1 with Point and Click Solutions, Inc. for Santa Ana College (SAC) and Santiago Canyon College (SCC)

The board approved the agreement addendum 1 with Point and Click Solutions, Inc. for SAC and SCC, as presented.

3.2 Approval of Two Years and Nine-Months Instructional Services Agreement with Taller San Jose Hope Builders

The board approved the two years and nine-months instructional services agreement with Taller San Jose Hope Builders as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of 2019-2020 CCFS-311 Annual Budget and Financial Report, including Gann Appropriation Limit

The board approved the 2019-2020 CCFS-311 annual budget and financial report as presented pending any audit adjustments and establishing the district’s 2020-2021 Gann Appropriations Limit in the amount of \$268,622,081.

4.3 Approval of Public Hearing for 2020-2021 Proposed Adopted Budget

The board approved holding a public hearing on the 2020-2021 proposed Adopted Budget at the October 12, 2020, board meeting.

4.4 Approval of Amendment to Agreement with SVA Architects, Inc. for Architectural and Engineering Services for Campus Entrance Improvements at Santiago Canyon College

The board approved the amendment to agreement with SVA Architects, Inc. for architectural and engineering services for campus entrance improvements at SCC as presented.

4.5 Approval of Agreement with Converse Consultants for Geotechnical and Geohazard Engineering and Consulting Services for Orange Education Center (OEC) at Santiago Canyon College

The board approved the agreement with Converse Consultants for geotechnical and geohazard engineering consulting services for OEC at SCC as presented.

1.6 Approval of Consent Calendar (cont.)

4.6 Approval of Purchase Orders

The board approved the purchase order listing for the period July 19, 2020, through August 15, 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 Education Learning Lab Grant (SAC) \$ 36,180
- California Work Opportunity and Responsibility to Kids (CalWORKs)/Work Study/Temporary Assistance for Needy Families (TANF) (SCC) \$167,560
- Cooperative Agencies Resources for Education (CARE) (SCC) \$ 46,765
- Extended Opportunity Programs & Services (EOPS) (SCC) \$608,137
- Governor's Office of Business & Economic Development (GOBiz) Small Business Technical Assistance Expansion Program (TAEP) Grant (District Office [DO])-*Revision* -\$139,116
- Statewide Director – Information Communications Technology (ICT)/Digital Media (DO) \$300,000
- Statewide Director – Retail/Hospitality/Tourism (DO) \$300,000
- Upward Bound – Math & Science Program – Year 4 (SCC) \$297,601
- Upward Bound – Veterans Program – Year 4 (SAC) \$297,601
- U.S. Small Business Administration – Orange County Small Business Development Center (OCSBDC) Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant (DO) \$100,000

5.2 Approval of Sub-Agreement between RSCCD and Integrative Impact LLC for Statewide Director Information Communications Technology (ICT)/Digital Media Grant

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

5.3 Approval of Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Statewide Director Information Communications Technology (ICT)/Digital Media Grant

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

1.6 Approval of Consent Calendar (cont.)

5.4 Approval of Utilization of Food Vendors to Provide Meals to Child Development Centers

The board approved the utilization of vendors to provide meals to the Child Development Centers district-wide as presented.

5.5 Approval of Professional Services Agreement with Jennifer Walsvick

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

5.6 Approval of Professional Services Agreement with 25th Hour Communications, Inc. for Public Relations and Marketing Support Services

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

1.7 Presentation from Joint Benefits Committee

Mr. Jeffrey Mizokawa, Keenan & Associates, provided a report from the Joint Benefits Committee on behalf of Ms. Green. Discussion ensued. Board members received clarification on the data presented from Mr. Mizokawa and Mr. Martinez.

Mr. Hanna arrived during Item 1.7 (Presentation from Joint Benefits Committee).

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

Mr. Cuellar left the meeting at this time to attend a class.

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

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

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 left the meeting earlier to attend a class.

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

Ms. Sheryl Martin had to leave the meeting early but asked Ms. Alvarez to express her congratulations to those retiring on September 30, 2020.

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.

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

Ms. Alvarez provided a report on the September 23, 2020, Ad Hoc Board Committee for Discussion and Timing of Reentry Plans According to the Governor's Guidelines meeting.

Mr. Hanna provided a report on the September 23, 2020, Board Institutional Effectiveness Committee meeting.

Due to the length of the report provided for the Board Institutional Effectiveness Committee, Mr. Hanna did not provide a report on the September 21, 2020, Board Facilities Committee meeting.

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

5.0 **GENERAL**

Items 5.1 through 5.6 were approved as part of Item 1.6 (Consent Calendar).

5.7 **Adoption of Board Policies**

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to adopt the following revised policies:

- Board Policy (BP) Decorum
- BP 5500 Standards of Student Conduct (INTERIM)

The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

5.8 **Board Member Comments**

Board members congratulated Mr. Peter Hardash, Ms. Anita Lucarelli, and the other 74 RSCCD employees on their retirement effective September 30, 2020.

Ms. Barrios asked that the meeting be adjourned in honor of Mr. Chris Emami; Mr. Yarbrough agreed with Ms. Barrios and shared that Mr. Emami was Mr. Yarbrough's campaign manager for over 20 years.

Mr. Yarbrough thanked those that worked on the Joint Benefits Committee towards the district health insurance plan.

Mr. Hernandez reported that he attended the police academy graduation, a Fiesta Padres event, and assisted with SAC food distribution on September 23 along with Mr. Cuellar. He also attended two webinars hosted by SAC Centennial Education Center; one on racism equity and the other on census 2020.

Ms. Alvarez reported that September is Hispanic Heritage Month and wished everyone well as they celebrate it.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:47 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
 - f. Student Workers
 - g. Educational Administrator Appointments
 - (1) Interim Vice Chancellor, Business Operations/Fiscal Services

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

Francois Tabi v. The Regents and Trustees of Santa Ana College Case No. CV20-00323

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

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

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

Agency Negotiator: Marvin Martinez, Chancellor
a. Joint Benefits Committee Recommendations, all employees represented and unrepresented

5. Liability Claim (pursuant to Government Code Section 54956.95)

a. DM20150309

RECONVENE

The board reconvened at 8:44 p.m.

Public Comment

There were no public comments.

Closed Session Report

Ms. Barrios reported the board discussed public employment, existing litigation, labor negotiations, and a liability claim; and took no action during closed session.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Interim Assignments
- Approve Changes of Position Title
- Ratify Resignations/Retirements
- Approve Adjusting Summer Stipends
- Approve Leaves of Absence
- Approve Rescinding Banking Leaves of Absence

6.2 Classified Personnel

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

- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Position/Location
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Out of Class Assignments
- Approve Short Term Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Miscellaneous Positions
- Approve Student Assistant Lists

6.3 Rejection of Claim

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to authorize the Chancellor or his designee to reject claim #2007324. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.4 Approval of Fringe Benefit Providers for Calendar Year 2021

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to approve the insurance programs recommended by the Joint Benefits Committee and authorize the Chancellor or his designee to enter into the appropriate agreements with the companies listed for January 1, 2021 – December 31, 2021. Mr. Hanna asked that the motion be amended to change the dental Preferred Provider Option (PPO) be MetLife instead of CICC Delta Dental. Discussion ensued. The amended motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.5 Adoption of Resolution No. 20-18 authorizing payment to Trustee Absent from Board Meetings

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to authorize payment to Lawrence “Larry” R. Labrado for his absence from the September 14, 2020, board meeting due to illness. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough. (NOTE: Mr. Labrado did not vote on this item.)

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on October 12, 2020.

There being no further business, Ms. Alvarez declared the meeting adjourned at 9:05 p.m.

Respectfully submitted,

Marvin Martinez, Chancellor

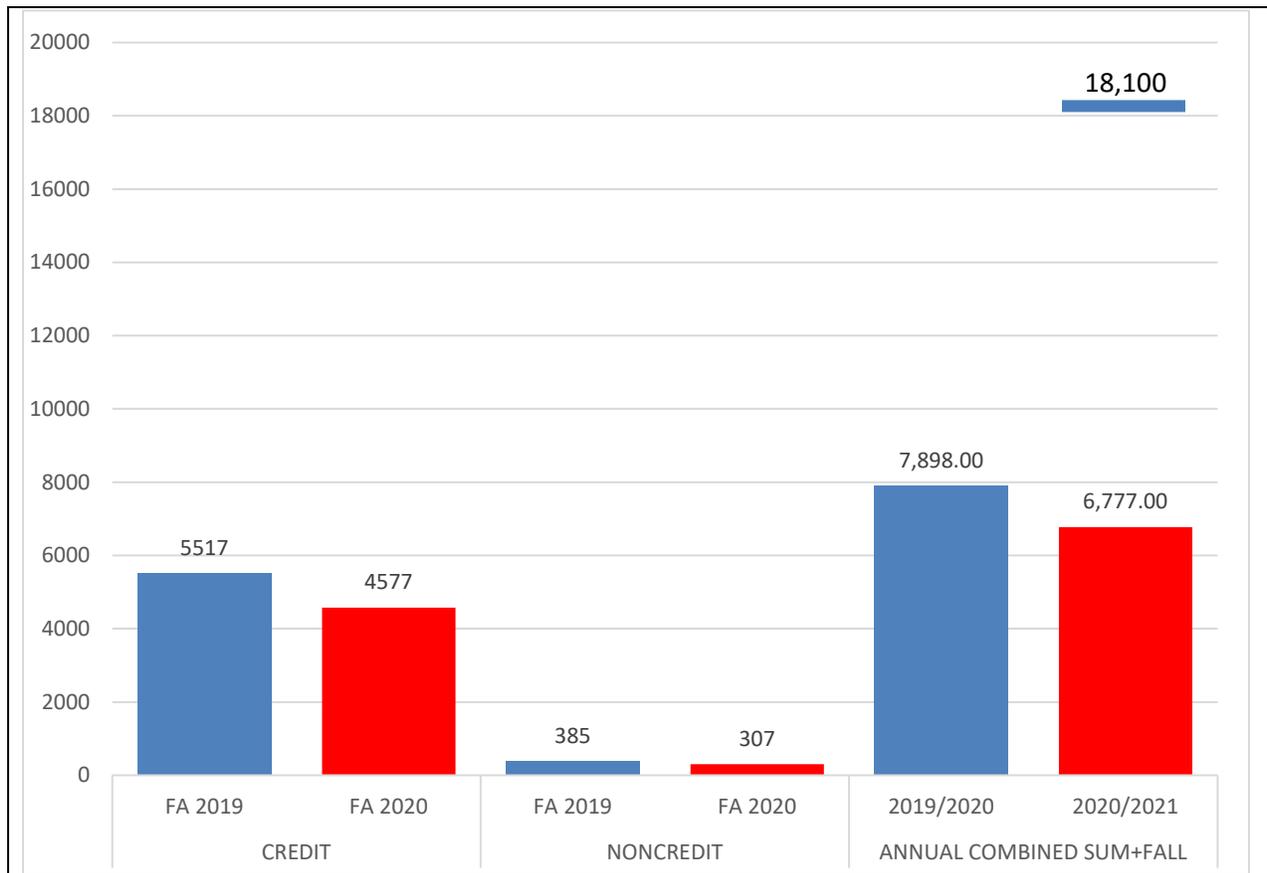
Approved: _____
Clerk of the Board

Minutes approved: October 12, 2020



SAC 2020/2021 Fall Enrollment Report

Date: 9/23/2020



FTES Target

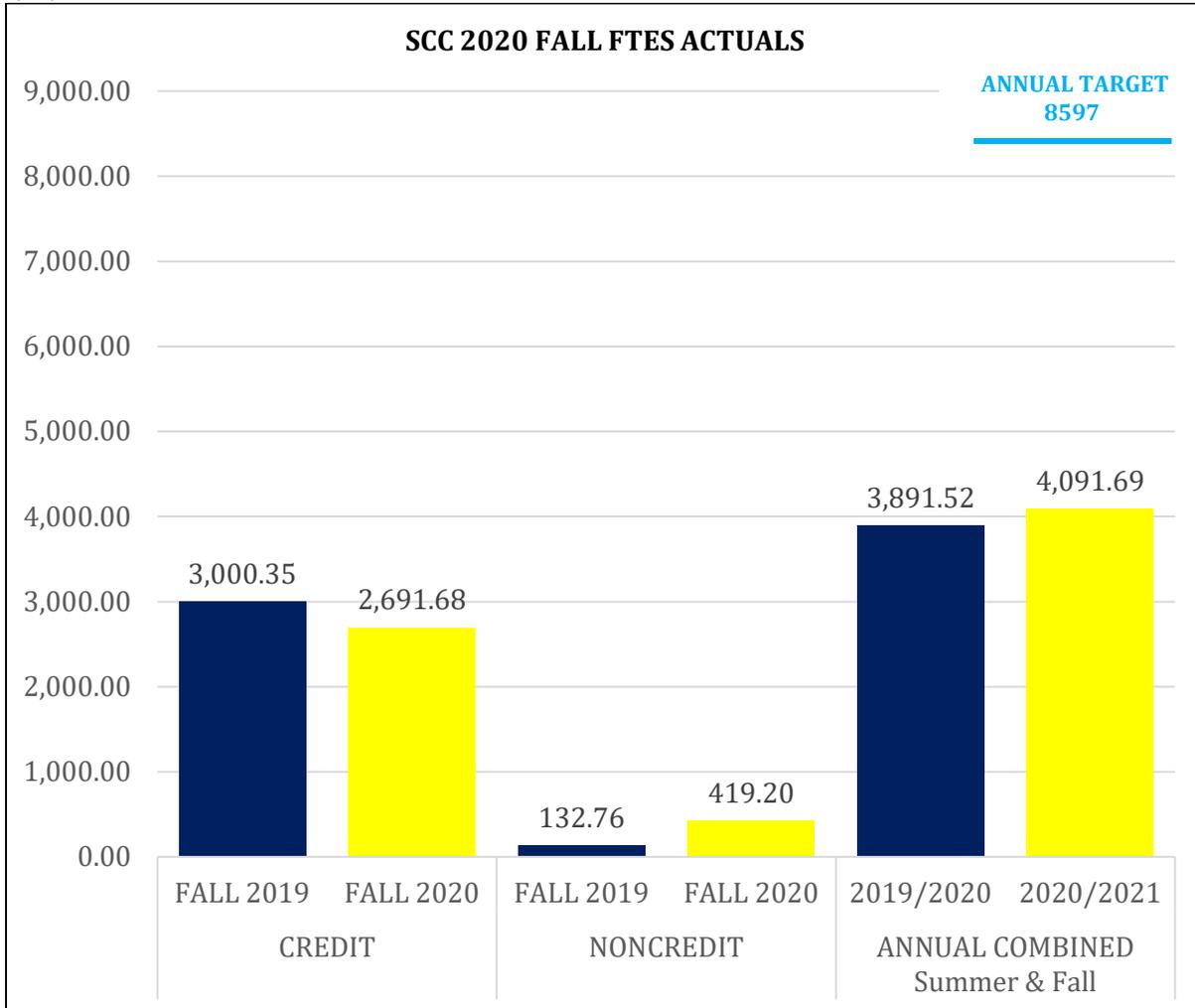
Terms	2020/2021	DIFF	PCT
Credit FA Target	6561.00		
Credit FA Projection	6561.00	0.00	0%
Noncredit FA Target	1293.00		
Noncredit FA Projection	1293.00	0.00	0%
Annual Target	18114.00		
Annual Projection	18114.00	0.00	0%

NOTES:

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



SCC 2020/2021 ENROLLMENT REPORT
9/23/2020



FTES TARGETS

TERMS	2020/2021	DIFF	PCT
Credit Fall Target	3071		
Credit Fall Projection	2771	-300	-10%
Noncredit Fall Target	688		
Noncredit Fall Projection	688	0	0%
Annual Target	8597		
Annual Projection	8297	-300	-3%

NOTES:

Data from Executive Dashboard Report
Dr. Marilyn Flores - President's Oral Report to the Board

September 29, 2020
Page 1 of 7

Enrollment

Credit

As of September 23, you can see that SAC credit is down 940 FTES in comparison to same time last year. As we face the COVID pandemic in SAC Credit, we have been actively responding to the challenges of serving students and our low enrollment. We have:

- *Offered 100 face-to-face sections across multiple disciplines*
- *Re-focused our schedule to include many more online, remote live, hybrid, late start sections which include as many as 270 sections across many departments in 12 week, 10 week, 8 week, and less than 8 week configurations*
- *Redesigned our fall schedule of classes to allow students to find the right class more easily*
- *Trained nearly all faculty in Remote Instruction*
- *Opened the Academic Computing Center as a study center*
- *Created the face-to-face instruction “companion plan” and working towards creating these courses with an October 19th start date. This plan includes outdoor instruction in Athletics Fine and Performing Arts and General Education and future plan for large lecture indoor instruction.*
- *Collaborating with public safety partners to re-start our Basic Fire and Criminal Justice Academies*
- *And, collaborating with SAC/District marketing and SAC Outreach on a four-part marketing plan to promote the Gr8 Weeks courses and to check in on students needs. This plan is focusing on over 7,000 students who have dropped one or more courses or registered but did not enroll or show up to class for both noncredit and credit. The goal is to have them reconnect with the college by enrolling and identifying any follow up needed for student support services. My report includes groups we are focusing on.*
- *The following groups will either get a call, an email, a text, a faculty member who reaches out to them or another form of digital communication. We are currently reaching out to five different groups:*
 - *The first are the 632 students who were enrolled at the end of the first week of the current fall 2020 semester and now are not enrolled in any units*
 - *The second are the 1,167 students who are enrolled but have fewer units than they had during the first week and are not full time*
 - *The third are the 3,785 students who dropped for any reason whether the class was cancelled, the instructor dropped them and so forth.*
 - *The fourth group are the 186 Early Decision students who applied, registered but did not start in the fall semester.*
 - *The fifth group are the 2,750 students who registered for a noncredit course and who have not attendance reported.*

Dr. Marilyn Flores - President's Oral Report to the Board
September 29, 2020
Page 2 of 7

Overall, we have seen some increases in enrollment in:

- *Paralegal*
- *Communication Studies*
- *Anthropology*
- *Occupational Therapy Assistant*
- *Medical Assistant*
- *Physics*

We have seen some serious declines in

- *Counseling*
- *EMLS*
- *Criminal Justice Academies*
- *Diesel*
- *Fire Academy*
- *Kinesiology/ Athletics*
- *Studio Art and Performance classes*

Noncredit

SAC-CEC Enrollment Narrative

As of September 23, 2020, SAC-CEC was at 307 FTES and this is down 78 FTES compared to last year at a similar point in the term when SAC-CEC was at 385 FTES. SAC-CEC is on track to meet its target of 1,293 FTES, which represents 80% of the SAC-CEC total for Fall 2019. The FTES declines are concentrated in four areas which have more challenges in transitioning to remote instruction or are not able to offer the programs. ESL is experiencing the largest FTES decline down 42 FTES compared to last year and this represents a 23% decline. The Success Centers serving primarily Credit students on the SAC campus are down 99% and this represents 22 FTES of the decline.

The SAUSD Bridge program is down 94% and the SAC Jail Program is currently down 51%. The Success Centers, Bridge Program and Jail program historically account for 20% of the overall FTES and these programs combined are down 83% due to the COVID-19 Pandemic and the difficulty in maintaining the operations of these programs. Two programs that are experiencing growth in the remote instruction environment are the High School Equivalency Program, which is up 70% and the Older Adult Program, which is up 32%.

College Updates

I, along with Trustee Zeke Hernandez, recently attended the Orange County Sheriff's Department Academy Graduation held on September 17, 2020 at the Regional Training Academy in Tustin. I had the distinct honor of addressing the Graduation Class #241 with 44 graduates from 16 law enforcement agencies in Orange and Los Angeles counties. On behalf of the RSCCD Board of Trustees, the Chancellor and Santa Ana College, it was my pleasure to congratulate these graduates for their hard work, dedication and resilience, despite trying times, as they begin their career and dedication to serve our communities.

Dr. Marilyn Flores - President's Oral Report to the Board
September 29, 2020
Page 3 of 7



Dr. Marilyn Flores - President's Oral Report to the Board
September 29, 2020
Page 4 of 7

Cares Funding

As of August 31, 2020, the CARES (student) amount is as follows:

Grants to Students	Santa Ana College
Certification Signed	4/13/2020
Grant Period	4/13/2020 – 4/13/2021
Total Amount Awarded	\$ 2,797,198
Number of Grant Recipients	3,267
Average Grant Amount	\$ 601
Total Amount of Grants Distributed	\$ 2,112,852
Amount Remaining to Distribute	\$ 684,346

Don's Corner Drive-Thru Food Distribution

Our September 23rd, Don's Corner completed another successful Drive-Thru Food Distribution event and served **500 students**, which is the largest number to date. The Don's Corner has served **2537 students** thus far from June 10 through September 23, 2020.

- June 10: 304
- June 24: 406
- July 8: 484
- July 19: 413
- August 19: 430
- September 23: 500

In DSPS, we continue to successfully enroll new students by offering remote services through zoom, Cranium Café, online resources and telephone conferences. In alignment with SACs Guided Pathways efforts, staff meet with new and continuing students to discuss and support their educational goals and encourage them to enter a career path to earn an Associate Degree and/or certificate. In addition, students can make an appointment for an in person face-to-face appointment with social distancing and PPE requirements. Between August 24 - September 16, 2020, staff supported five students request for in person appointments.

DSPS Student Appointments 4 weeks F2020		
	Date	Students
Student Requested Scheduled In-Person Appointments	9/1/20	2
	9/8/20	2
	9/10/20	1
	Total	5
Students who Arrived In Person for Requested Scheduled Appointment	Total	4
Students Reason for In Person Requested Appointments	Digital Don Laptop Loans	4
	Submit Verification Docs	1

Dr. Marilyn Flores - President's Oral Report to the Board
September 29, 2020
Page 5 of 7

On September 24th at both 11:30am and 9:15pm, Dr. Hoffman, Mario Gaspar, Robert Ward and myself provided lunch to the day and evening M&O staff. The purpose was to thank them for all their work over the summer and in preparation for the fall. Whether it was adding a coat of paint to an older classroom, ensuring that our facilities are maintained, providing PPEs, deep cleaning work space and classrooms or making the grounds look amazing, we thank them on behalf of the college for making Santa Ana College a safe and welcoming environment. In addition, special thanks to M&O skilled maintenance workers Miguel Rubio, Jose Palomares and Leonardo Ramirez who made over 185 plexiglass safety shields in house at cost-savings, which were placed in work areas that have returned and in preparation for future return.



I've also included a picture of Dr. Hoffman modeling one of the two SaniPro Sanisprayers purchased by SAC. We have ordered an additional eight and currently we are testing these two as well other types of sprayers. These will assist our custodial staff with effective and efficient disinfecting treatments to classrooms and work areas as we move towards our return to work.

Lastly, the Counseling/Transfer Center in collaboration with Santiago Canyon College has scheduled a virtual Fall College Fair for October 1st, 2020. Flyers were sent out on September 10th to all Email Users.

Dr. Marilyn Flores - President's Oral Report to the Board
September 29, 2020
Page 6 of 7



The graphic features a green banner at the top left with the text "SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE PRESENT" and "FALL 2020" in large, bold, black letters. Below this is an illustration of a woman in a teal shirt sitting at a desk with a laptop and a plant. To the right is the logo for the "PROFESSIONAL EDUCATIONAL UNIVERSITY TRANSFER CENTER" and the "SCC Transfer Success Center". A yellow banner at the bottom right contains the text "COLLEGE FAIR" in large, bold, black letters, followed by "THURSDAY, OCTOBER 1ST, 2020". Below the yellow banner is the text "Virtually explore universities, meet the representatives, and kick-start your transfer success! Register at sac.edu/transfer-fair".

SANTA ANA COLLEGE &
SANTIAGO CANYON COLLEGE PRESENT

**FALL
2020**

PROFESSIONAL
EDUCATIONAL
UNIVERSITY
TRANSFER
CENTER

SCC
Transfer
Success
Center

**COLLEGE
FAIR**

THURSDAY, OCTOBER 1ST, 2020

Virtually explore universities, meet the representatives, and
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sac.edu/transfer-fair

Dr. Marilyn Flores - President's Oral Report to the Board
September 29, 2020
Page 7 of 7

President's Outreach to Community

To end my report and to share my outreach and partnership with the community, since the last board meeting:

- *We held a joint cabinet planning meeting on 9/24 with SAUSD leadership to reinvigorate our partnership and identify additional opportunities for growth and ways that Santa Ana College can “bring the college to the SAUSD community.” Follow up meetings with point leads from both cabinets are scheduled to continue with planning.*
- *On Sept. 17th and Sept. 23th, I participated in an ongoing planning meeting for a series of Latinx webinars with COLEGAS in partnership with the Los Amigos Education Committee, the State Chancellors Office and the Career Ladders Project. Amongst the series of webinars, Martha Garcia, President of Imperial Valley College and myself will be facilitating a discussion panel with CEOs. The webinar will be on October 15th from 2:30pm – 4:30pm and the title of the webinar is “Supporting Emerging Latinx Leaders: The Intersectionality of Culture and Identify.” A digital flyer will be coming out soon and as with all flyers within the series that highlight a Latinx artist, this webinar flyer will highlight the artwork of a Santa Ana College student. I have provided you with the flyer of previous and future webinar topics.*
- *On September 24th I attended my first Santa Ana Chamber board of directors meeting and afterwards had coffee with Santa Ana's Police Department Chief David Valentin. Chief Valentin as you may know, is a SAC alumnus, a Puentista, and a SAC Foundation board member. I thanked him on behalf of the college for the continued support and collaboration between SAPD and RSCCD Campus Safety and Security. In addition, we discussed his potential future involvement as the College develops a taskforce to review our first responder training and curriculum for our Police Academy.*

**Santiago Canyon College President's Report to the RSCCD Board of Trustees
September 29, 2020**

ENROLLMENT

Fall 2020 Enrollment:

Noncredit: As of September 23, 2020 SCC-OEC was at 419 FTES which is up 286 FTES compared to last year at a similar point in the term when SCC-OEC was at 133 FTES. The increase is attributed to a strong growth in OEC's Distance Education program. SCC-OEC is projecting to meet its target for the Fall 2020 term of 688 FTES.

Credit: As of September 23rd, we are at **2,691.7 FTES** which is 314 FTES below the same point in time last year when we were at 3,000.4 FTES. This represents a decrease of 10.3%.

Annual Enrollment:

Overall, as of September 23rd, our combined summer and fall is 200 FTES above the same point in time last year and represents a growth of 5.1%. The increase is due to fall census based classes in noncredit that last fall were held as positive attendance based classes. As such, the growth in positive attendance will lag that of last fall and is expected to result in a decrease to overall gain as the semester progresses.

Late, 8-week, fall classes:

To promote late, 8-week, fall classes, we have sent text blasts to all students who we have cell phone numbers on file. We have also made special efforts to reach out to 993 students who started the semester and are no longer attending as well as to 316 students who started with 12 units or more and are now below 12.

In preparation to return to face-to-face classes, an SCC Task Force was formed and conducted a complete assessment of the campus and identified 11 indoor spaces that can accommodate full classes. These 11 indoor spaces and other outdoor spaces will be the first to be used as classrooms for late, 8-week, fall classes. To maximize the utilization of these spaces, all instructors who were scheduled to teach Remote Live for late, 8-week, classes have been asked if they would be willing to transition their remote live class to face to face. Face-to-face sports classes will also be offered outdoors. To promote these face-to-face classes, a mailer is being developed and will be mailed to the community as soon as it is completed. In addition, other continuous marketing strategize will be employed leading up to the start of the late 8 week fall session. As an example, SCC Outreach is in the process of restarting their weekly visit program at 13 partner school sites including: Beckman HS, Canyon HS, El Dorado HS, El Modena HS, Esperanza HS, Foothill HS, Hillview HS, Orange HS, Parkside Education Center, Richland HS, Tustin HS, Valencia HS and Yorba Linda HS.

Now that Orange County has been placed in the Orange Tier, we are also transitioning back to in person services. While some personnel will still work remotely, we will reopen all offices for in-person services beginning the week of October 12.

In all cases, classes will meet in accordance to CDPH guidelines and any other COVID-19 Risk-Reducing measures.

COLLEGE UPDATES

2020 GREAT COLLEGE TO WORK FOR

For the sixth consecutive year, Santiago Canyon College (SCC) is one of the best colleges in the nation to work for according to a new survey by The Great Colleges to Work For program. SCC was also awarded “Honor Roll” status for the sixth consecutive year. Of the 221 colleges and universities nationwide surveyed, SCC is one of 79 recognized as “2020 Great Colleges to Work For” and one of 42 schools awarded Honor Roll status, which recognizes high employee ratings across multiple categories. SCC received recognition in all 11 categories that apply to community colleges: Collaborative Governance; Compensation and Benefits; Confidence in Senior Leadership; Diversity; Facilities; Workspace and Security; Job Satisfaction; Professional/Career Development Programs; Respect and Appreciation; Supervisor/Department Chair Relationship; and Teaching Environment and Work/Life Balance. SCC has earned both “Great Colleges to Work For” and Honor Roll designations every year it has participated in the program, securing the ranking in 2015, 2016, 2017, 2018, 2019, and now 2020.

Drawing institutional data from colleges and the U.S. Department of Education, ModernThink LLC, on behalf of *The Chronicle of Higher Education*, surveyed 236 institutions – 152 four-year and 84 two-year – to determine two- and four-year college excellence in specific categories. The survey results are based on a two-part assessment process: an institution questionnaire that captured employment data and workplace policies from each institution, and a survey administered to faculty, administrators and professional support staff. The primary factor in deciding whether an institution received recognition was the employee feedback. The full results of the “2020 Great Colleges to Work For” are available at www.greatcollegesprogram.com.

TODD DIXON OEC’S MEN’S COACH OF THE YEAR

SCC’s Men’s Basketball Head Coach Todd Dixon has been voted the Orange Empire Conference (OEC) Men’s Coach of the Year for 2019-20. Coach Dixon led his team to a 28-2 season record, including being named the OEC Champions, Pasadena City Tournament Champions, Santa Ana Tournament Champions, and a #1 ranking in Southern California.



Overall, the team led the OEC in points per game, field goals made, 3-point field goal percentage and steals per game. They also led the state in 3-point field goals and points per game. Dixon's team included;

- Antoine Jenkins, named State Player of the Year, CCCSIA Athlete of the Year, OEC Most Valuable Player and Best Offensive Player;
- AJ Garrity, named to 1st Team All OEC and earned a scholarship to University of Alaska Anchorage;
- Paul Vilela, named to 1st Team All OEC and earned a scholarship to Eastern Oregon University;
- David Agba, named to 1st Team All OEC;
- Paulo Araujo, named to 2nd Team All OEC and earned a scholarship to Bellevue University;
- Tyler Goodlow, who earned a scholarship to Mayville State University; and
- Lucas Holden, named to 2nd Team All OEC and earned an Academic All-State Award and a scholarship to Western Washington University.

A colleague quoted, "Todd is an exemplary role model to his student athletes. He leads with a calm and collected demeanor and sets high standards of achievement. He is consistently getting his sophomores scholarships to play at 4-year schools where they can finish their education. He is innovative in his approaches, sets the bar for ethical behavior from a coach, and he is a champion for instilling discipline and inspiring his young men to lead quality lives."

CALIFORNIA ADULT EDUCATION PROGRAM (CAEP)

- Continuing Education, in partnership with the Southern Regional Testing Center, is hosting Certified Nurse Assistant (C.N.A.) exams for students from throughout Southern California. Due to COVID-19 closures, all Spring 2020 C.N.A exams were cancelled, which created a backlog of unserved students. Currently, there are over 2,000 students waiting to take the C.N.A. exam to earn their license. Starting in October, and abiding by social distancing guidelines and safety protocols, SCC will host three exams at the U-Village to assist the state with this unprecedented backlog in testing. This collaboration will allow C.N.A. students to move forward with their licensure exams and fill these much needed essential C.N.A. positions.

INMATE EDUCATION PROGRAM

- On September 10, Project RISE counselors Albert Alvano, Rosalba Hernandez and Anacany Torres hosted a Project RISE Zoom hour from 12-1 pm. This week's topic was "10 Resources you can access from home". This was the first of the monthly Fall Zoom, one-hour student sessions.
- On September 18, the STARS Program and Project RISE co-hosted an event to provide free backpacks and school supplies to student participants on in front of the SCC campus. Project RISE continues to provide support to formerly incarcerated students for their success in college. We had a great turnout and were happy to see our students' faces. We are grateful to the SCC Foundation for providing Project RISE grant funds to be able to purchase the backpacks and supplies for this event.

FIRST YEAR SUPPORT CENTER

- **Cups and Conversation** – On September 15, in Cups and Conversation, students had the opportunity to unwind from their academics and check-in with each other. This event was designed to self-reflect on the semester. Every student participated and shared how Temporary Remote Instruction is going for them while providing resources that students are implementing to ensure they succeed academically, mentally, and physically. Students could share a TV show, movies, and other activities that keep them busy during the quarantine. Lastly, students were able to build community with each other by engaging in small conversations about video games, academics, and much more. Students left the space with at least knowing one other student.
- **Surviving the First-Year of College** – On September 17, students had an opportunity to reflect on the first month of the semester. Students were presented with information about navigating a new college culture during the pandemic while emphasizing the importance of a mentor. Students were challenged to seek at least one person they can call a mentor during their first college year. Lastly, students were presented with tips and tricks to navigate their first-year successfully. The workshops also included five polls to ensure engagement with a Q&A at the end. Two of the First-Year Mentors (Therese Hsu and Erica Dekker) also participated in the workshop to provide personal tips to the students.

OFFICE OF STUDENT LIFE AND LEADERSHIP

- **Patriot Day 2020** - On 9/11/2020, the ASG prepared and distributed an announcement to the SCC student body, and the SCC campus in commemoration of Patriot Day, a national day of remembrance dedicated to remembering the innocent lives lost and the heroic actions taken by first responders on September 11th, 2001. The message included information about the founding of Patriot Day, the purpose of it, and encouraged students to take a moment of silence as a way of honoring the victims of this tragic event.
- **Helpful Hawk 2020-2021 Application** - The ASGSCC Helpful Hawk Committee has completed all of the necessary steps required to approve the application materials for the 2020-2021 Helpful Hawk grant application. The Helpful Hawk grant is a program enacted by the ASGSCC in 2015 to support student-serving initiatives on campus. To date, the ASGSCC has provided over \$110,000 in support of innovative actions to improve the conditions of students on campus. The application will be open from 9/14/2020 until 11:59pm on 9/25/2020. You can submit your application by following this link (<https://permission.click/Jx6L5/us>) or visiting the Student Life website to find the application link there.
- **Promoting Student Voting & Civic Engagement** - With the November elections rapidly approaching, the ASG SCC has been working in collaboration with "A Band of Voters" (<https://abandofvoters.org/>), a non-profit organization working to improve voter turnout and civic engagement among California's college students, to help SCC students become more involved in the democratic process.

PATHWAYS TO TEACHING PROGRAM

- On September 17, a representative from Cal State University Fullerton's Center for Careers in Teaching met with Pathways to Teaching Program (PTTP) students for virtual appointments to review transcripts, discuss transferring, and advise them on the various programs available on their campus. A representative is scheduled to meet with students twice a month. On the same day, PTTP students also met with staff and faculty from Chapman University Attallah College of Educational Studies for virtual appointments. Students learned more about the new transfer agreement (C-TAG) with SCC, scholarship opportunities, and about the various options for future teachers. A Chapman University representative will be available again for virtual appointments on 11/10/20.

VETERANS SERVICE OFFICE

- On September 11, 2020 the Veterans Service Office (VSO) held the first Virtual Veterans Orientation. During the orientation, new and returning students learned how to apply for VA benefits, how COVID effected benefits, and provided information on the services offered by the VSO and the additional on-campus resources available. Students had the opportunity to engage and meet the VSO staff.

LAPTOP LOANER PROGRAM

Through our Laptop Loaner Program, we show that approximately 190 devices are currently loaned out to students and almost 90 to faculty and staff. Based on the 100 laptops that arrived a couple weeks ago, we now have sufficient on hand to distribute to all the students on our request list (80) and are in the process of loaning them out.

EOPS / CARE / CALWORKS

- From August 10 through September 24, EOPS accepted 70 new students. During the same time period, 198 students participated in the EOPS drive through to pick-up surface pros, calculators, books, gas cards and or academic supplies. 50 students borrowed books/calculators and another 50 students borrowed a surface pro/laptops (this is in addition to SCC's laptop loaner program). Next drive through will be to distribute EOPS meal cards for students enrolled in second-week courses from October 5 through October 8, 2020.

SCC HAWKS NEST FOOD PANTRY

SCC's Hawks Nest Food Pantry continues to conduct events every Thursdays from 10 am to 2 pm and serve approximately 170 students per event.

SCC LIBRARY

The Library continues to be open Monday through Thursday from 8:00 am to 4:30 pm for students to access online connectivity and printing services.

CARES Act Dollars:

**CARES Act Funds as of September 23, 2020
Interim Report**

Grants to Students	Santiago Canyon College
Certification Signed	4/13/2020
Grant Period	4/13/2020 – 4/13/2021
Total Amount Awarded	\$ 1,446,953
Number of Grant Recipients	1,702
Average Grant Amount	\$ 510
Total Amount of Grants Distributed	\$ 868,300
Amount Remaining to Distribute	\$ 578,653

Institutional Support	Santiago Canyon College
Certification Signed	4/22/2020
Grant Period	5/6/2020 - 5/6/2021
Total Amount Awarded	\$ 1,446,953
Allowable Expenses:	
Shift in Institutional Operations	\$261,695
Refunds Provided to Students	\$53,860
Tech support (hotspots, software, etc)	\$21,140
Computers for students	\$267,306
Student Emergency Aid Grants	\$42,600
OPM for Distance Learning	\$ -
Total Expenses	\$ 646,600
Amount Remaining	\$ 800,353

Minority Serving Institutions	Santiago Canyon College
Certification Signed	4/22/2020
Grant Period	5/6/2020-5/5/2021
Total Amount Awarded	\$ 197,509
Allowable Expenses:	
Lost Revenue	\$ 100,000
Reimbursement for expenses incurred	\$ -
Tech costs to transition to DE	\$ -
Faculty and Staff Training	
Payroll	\$ -
Total Expenses	\$ 100,000
Amount Remaining	\$ 97,509

UPCOMING EVENTS

- **SCC Virtual Town Hall Meeting:** Thursday, October 1, from 2:00 pm to 3:30 pm.
- **Blood Drive:** Friday, October 2, from 10:00 am to 4:00 pm, SCC Gymnasium. The event will be able to accommodate 65 donors per day, by appointment, and will include a free COVID-19 Anti-body test
- **SCC Golf Tournament: Friday, October 9, at [Strawberry Farms Golf Club](#) in Irvine starting at 8:15 am.** The [20th Annual "Changing Students' Lives" Golf Tournament](#) will benefit the Hawk's Nest Food Pantry and Basic Needs Center.
- **Voting Center:** SCC's Gymnasium will serve as a Voting Center on:
 - Friday, October 30 through Monday, November 2 from 8:00 am to 8:00 pm
 - Tuesday, November 3 from 7:00 am to 10:00 pm
- **Food Distribution through SCC Hawk's Nest Food Pantry:** Every Thursday from 10:00 am to 2 pm at SCC Parking Lot 2.

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

To:	Board of Trustees	Date: October 12, 2020
Re:	Approval of Professional Services Agreement with Interact Communications, Inc.	
Action:	Request for Approval	

BACKGROUND

In the Spring 2019, Rancho Santiago Community College District (RSCCD), on behalf of Santiago Canyon College (SCC) was awarded \$500,000 through a California Community College Chancellor’s Office grant titled “Improving Online CTE Pathways Grant Program. Due to COVID 19 the grant was extended to December 31, 2020 from its original end date of June 30, 2020. The objectives for this grant are to increase the quality, number and enrollment of online course offerings of (5) CTE credit programs (Real Estate, Water Utility, Business Information Worker, Supervision, and Human Resource Management) and (3) noncredit programs (Digital Marketing, Home-Based Business, and Healthcare Support Worker).

To assist with meeting the objective to increase enrollment, \$26,400 has been allocated to promote and market the above (8) online programs. As such, RSCCD, on behalf of SCC, seeks to enter into a Professional Services Agreement with Interact Communications, Inc. to launch a marketing campaign to increase program awareness through various mediums for the purpose of recruiting students into the spring 2021 programs. The attached professional services agreement describes the scope of work and cost of services.

ANALYSIS

SCC will work with Interact Communications to implement a 2-month marketing campaign from November 1, 2020 to December 31, 2020 to increase student enrollment into SCC’s online CTE courses and programs that are part of the Improving Online CTE Pathways Grant Program.

RECOMMENDATION

It is recommended that the Board of Trustees approve the professional services agreement with Interact Communications, Inc. as presented.

Fiscal Impact:	\$26,400 (Grant Funds)	Board Date: October 12, 2020
Prepared by:	Christine Gascon, Interim Executive Dean, Continuing Education Jim Kennedy, Ed.D., 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 Career Education and Interact Communications, Inc., having its principal business address located at 502 Main Street, 3rd Floor, La Crosse, WI 50461 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on October 13, 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 TWENTY-SIX THOUSAND AND FOUR HUNDRED Dollars (\$26,400) ("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: Adam O'Connor, Interim 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 Executive Dean, Continuing Education
CWPC, 1572 N Main Street
Orange, CA 92867

Contractor: Interact Communications, Inc. ATTN: Anthony Jones
502 Main Street, 3rd Floor

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

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

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

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

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

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

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

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

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

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

other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all 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: Adam O'Connor

Print Title: Interim Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __ Anthony Jones

Print Title: __ Vice President, Technolgy & Operations

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

STATEMENT OF WORK

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.

1. Digital Marketing Services

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

The entire media buy must be invoiced and paid prior to campaign start.

Our recommended digital vehicles include:

- **Search Engine Marketing:** Budget will be focused on winning keyword searches and search engines that are generating conversions for Career Education online programs. What happens post-click – after someone lands the website – did they call, enroll or fill out a form? We will use technology to allocate the budget towards keywords and search engines that drive conversions from the web site. This technology has achieved one of the highest average Google AdWords Quality Scores in North America and meets Google's high standards for creating, managing and optimizing Google AdWords campaigns.
- **Social Media:** Interact is on the cutting edge of innovative online marketing techniques that keep college messaging in the public eye. Interact Communications has extensive experience purchasing social media advertising, particularly on Facebook and Instagram. We can target by demographics, location, behavior and personal email addresses that are linked to accounts.
- **YouTube Pre-Roll Ads:** We will deliver micro-targeted video ad campaigns through programmatic buying. We leverage technology to precisely segment audiences and select channels for reaching them with video ads. We go way beyond traditional demographics to target criteria such as location, context, devices/mobile, recent online activity through browsing and search, time of day, frequency, retargeting and more. The software we use allows us to set up targeting based on online search behavior, demographics, age, gender, location, topics of interest and behavior.

- 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.

Role of the College

- Santiago Canyon College will need to grant Interact access to its Facebook and Instagram accounts, in order to serve advertising to potential students via social media channels. • Santiago Canyon College will need to post videos used for advertising on its YouTube channel and provide Interact the link for the marketing campaign.

- Santiago Canyon College will provide Interact with a URL for the campaign.

- Santaigo Canyon College will provide Interact with exsisting ads.

Role of Interact Communications:

- Interact Communications will provide weekly tracking of the campaign plus a final campaign summary.

Timing:

- Campaign will run inNovember and December for Spring 2021.

FEE SCHEDULE

Cost Discount Total

DIGITAL MEDIA BUY:

1. Pay Per Click Services	\$5,000
2. Facebook and Instagram	\$8,000
3. Display Campaign	\$4,000
4.YouTube	\$7,000

SUBTOTAL:

Digital media buy total, to be billed at contract signing	\$24,000
10% Campaign Management Fee (5% discount included)	\$2,400

TOTAL:

Digital Marketing Services	\$26,400
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Rancho Santiago Comm Coll District
Bank Code: 92 District Funds

Board Meeting of 10/12/20
Check Registers Submitted for Approval
Checks Written for Period 09/16/20 Thru 09/30/20

AP0020
Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68571	General Fund Unrestricted	29,110.10	0.00	29,110.10	92*0541131	92*0541269
68572	General Fund Unrestricted	405,329.61	0.00	405,329.61	92*0541270	92*0541312
68581	General Fund Unrestricted	88,420.92	0.00	88,420.92	92*0541402	92*0541527
68585	General Fund Unrestricted	68,940.05	0.00	68,940.05	92*0541549	92*0541574
Total Fund 11 General Fund Unrestricted		\$591,800.68	\$0.00	\$591,800.68		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68551	General Fund Restricted	0.00	150.00	-150.00	92*0540712	92*0540712
68572	General Fund Unrestricted	235,502.87	0.00	235,502.87	92*0541271	92*0541315
68581	General Fund Restricted	2,393,997.81	0.00	2,393,997.81	92*0541395	92*0541533
68585	General Fund Restricted	43,133.66	0.00	43,133.66	92*0541550	92*0541579
Total Fund 12 General Fund Restricted		<u><u>\$2,672,634.34</u></u>	<u><u>\$150.00</u></u>	<u><u>\$2,672,484.34</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68572	GF Unrestricted One-Time Func	10,221.37	0.00	10,221.37	92*0541282	92*0541313
68581	GF Unrestricted One-Time Func	95,910.08	0.00	95,910.08	92*0541405	92*0541523
68585	GF Unrestricted One-Time Func	8,483.12	0.00	8,483.12	92*0541553	92*0541581
Total Fund 13 GF Unrestricted One-Time		<u>\$114,614.57</u>	<u>\$0.00</u>	<u>\$114,614.57</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68573	Child Development Fund	7,883.94	0.00	7,883.94	92*0541316	92*0541317
68577	Child Development Fund	45.21	0.00	45.21	92*0541324	92*0541324
68582	Child Development Fund	723.12	0.00	723.12	92*0541534	92*0541536
Total Fund 33 Child Development Fund		\$8,652.27	\$0.00	\$8,652.27		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68574	Capital Outlay Projects Fund	28,187.00	0.00	28,187.00	92*0541318	92*0541320
68578	Capital Outlay Projects Fund	2,592.86	0.00	2,592.86	92*0541325	92*0541325
68583	Capital Outlay Projects Fund	42,819.52	0.00	42,819.52	92*0541537	92*0541541
Total Fund 41 Capital Outlay Projects Fun		<u>\$73,599.38</u>	<u>\$0.00</u>	<u>\$73,599.38</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68584	Bond Fund, Measure Q	2,173,225.85	0.00	2,173,225.85	92*0541542	92*0541548
Total Fund 43 Bond Fund, Measure Q		<u><u>\$2,173,225.85</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,173,225.85</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68579	Property and Liability Fund	9,696.00	0.00	9,696.00	92*0541326	92*0541326
Total Fund 61 Property and Liability Fund		<u><u>\$9,696.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$9,696.00</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68575	Workers' Compensation Fund	199,852.31	0.00	199,852.31	92*0541321	92*0541322
Total Fund 62 Workers' Compensation Fu		<u><u>\$199,852.31</u></u>	<u><u>\$0.00</u></u>	<u><u>\$199,852.31</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68576	Student Financial Aid Fund	182,431.00	0.00	182,431.00	92*0541323	92*0541323
68580	Student Financial Aid Fund	20,400.00	0.00	20,400.00	92*0541327	92*0541394
Total Fund 74 Student Financial Aid Fund		\$202,831.00	\$0.00	\$202,831.00		

SUMMARY

Total Fund 11 General Fund Unrestricted	591,800.68
Total Fund 12 General Fund Restricted	2,672,484.34
Total Fund 13 GF Unrestricted One-Time Fund	114,614.57
Total Fund 33 Child Development Fund	8,652.27
Total Fund 41 Capital Outlay Projects Fund	73,599.38
Total Fund 43 Bond Fund, Measure Q	2,173,225.85
Total Fund 61 Property and Liability Fund	9,696.00
Total Fund 62 Workers' Compensation Fund	199,852.31
Total Fund 74 Student Financial Aid Fund	202,831.00
Grand Total:	<u><u>\$6,046,756.40</u></u>

Checks Written for Period 09/16/20 Thru 09/29/20

<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>
1A2009319	SAC Diversified Agency Fund	1,493.97	0.00	1,493.97	1A*0002377	1A*0002381
1A2009426	SAC Diversified Agency Fund	20,920.24	0.00	20,920.24	1A*0002382	1A*0002393
Total 1A SAC Diversified Agency Fund		<u><u>\$22,414.21</u></u>	<u><u>\$0.00</u></u>	<u><u>\$22,414.21</u></u>		

Checks Written for Period 09/16/20 Thru 09/29/20

<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>
1B2009319	SAC Bookstore Fund	98,685.06	0.00	98,685.06	1B*0002557	1B*0002577
1B2009426	SAC Bookstore Fund	5,707.85	0.00	5,707.85	1B*0002578	1B*0002579
Total 1B SAC Bookstore Fund		<u>\$104,392.91</u>	<u>\$0.00</u>	<u>\$104,392.91</u>		

Checks Written for Period 09/16/20 Thru 09/29/20

<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>
1C2009319	SAC Community Education Fund	2,337.00	0.00	2,337.00	1C*0001278	1C*0001278
1C2009426	SAC Community Education Fund	406.18	0.00	406.18	1C*0001279	1C*0001280
Total 1C SAC Community Education Fund		<u><u>\$2,743.18</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,743.18</u></u>		

Checks Written for Period 09/16/20 Thru 09/29/20

<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>
1S2009426	SAC Associated Students Fund	200.00	0.00	200.00	1S*0001738	1S*0001739
Total 1S SAC Associated Students Fund		<u><u>\$200.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$200.00</u></u>		

Checks Written for Period 09/16/20 Thru 09/29/20

<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>
1T2009319	SAC Diversified Trust Fund	8,766.48	0.00	8,766.48	1T*0002011	1T*0002013
1T2009426	SAC Diversified Trust Fund	584.20	0.00	584.20	1T*0002014	1T*0002015
Total 1T SAC Diversified Trust Fund		<u><u>\$9,350.68</u></u>	<u><u>\$0.00</u></u>	<u><u>\$9,350.68</u></u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	22,414.21
Total Fund 1B SAC Bookstore Fund	104,392.91
Total Fund 1C SAC Community Education Fu	2,743.18
Total Fund 1S SAC Associated Students Fun	200.00
Total Fund 1T SAC Diversified Trust Fund	9,350.68
Grand Total:	<u><u>\$139,100.98</u></u>

Checks Written for Period 09/16/20 Thru 09/29/20

<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>
2B2009426	SCC Bookstore Fund	23,846.86	0.00	23,846.86	2B*0002328	2B*0002330
Total 2B SCC Bookstore Fund		<u><u>\$23,846.86</u></u>	<u><u>\$0.00</u></u>	<u><u>\$23,846.86</u></u>		

Checks Written for Period 09/16/20 Thru 09/29/20

<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>
2C2009426	SCC Community Education Fund	480.00	0.00	480.00	2C*0001214	2C*0001214
Total 2C SCC Community Education Fund		<u><u>\$480.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$480.00</u></u>		

Checks Written for Period 09/16/20 Thru 09/29/20

<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>
2S2009426	SCC Associated Students Fund	179.88	89.94	89.94	2S*0001450	2S*0001451
Total 2S SCC Associated Students Fund		<u><u>\$179.88</u></u>	<u><u>\$89.94</u></u>	<u><u>\$89.94</u></u>		

Checks Written for Period 09/16/20 Thru 09/29/20

<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>
2T2009426	SCC Diversified Trust Fund	5,355.15	0.00	5,355.15	2T*0001545	2T*0001548
Total 2T SCC Diversified Trust Fund		<u>5,355.15</u>	<u>0.00</u>	<u>5,355.15</u>		

SUMMARY

Total Fund 2B SCC Bookstore Fund	23,846.86
Total Fund 2C SCC Community Education Fu	480.00
Total Fund 2S SCC Associated Students Fun	89.94
Total Fund 2T SCC Diversified Trust Fund	5,355.15
Grand Total:	<u><u>\$29,771.95</u></u>

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

To:	Board of Trustees	Date: October 12, 2020
Re:	Approval of the 2020/2021 Adopted Budget	
Action:	Request for Approval	

BACKGROUND

In accordance with the California Code of Regulations, Title 5, Sections 58301 and 58305(c), the governing board of each community college district shall hold a public hearing and adopt a final budget by September 15 of each year. Due to the pandemic, the State Chancellor extended the deadline this year to October 31, 2020. At the Board meeting of September 29, 2020, the Board of Trustees took action to set this public hearing at the October 12, 2020 meeting. The General Fund proposed Adopted Budget has been reviewed and recommended by both the Fiscal Resources Committee and District Council.

ANALYSIS

A full bound copy of the 2020/2021 proposed Adopted Budget was available for public display and review October 7 through October 9 at the District Office, 2323 N. Broadway, on the 4th floor reception area between the hours of 8:00 a.m. and 5:00 p.m. and has been provided for your review. It contains a balanced budget for all District funds.

On June 30, 2020 Governor Newsom signed the 2020 Budget Act, which was markedly different from the budget initially proposed in January. The COVID-19 pandemic and ensuing recession caused a seismic shift in the State's economic conditions resulting in a projected budget deficit of over \$54 billion. To address this deficit, the budget omits most new spending and while the budget prevents immediate cuts to Community College apportionments, it includes significant cash deferrals to the following fiscal year. This budget includes no growth and no Cost of Living Adjustment (COLA). All the District can rely upon for 2020/2021 revenue is the hold harmless provision, which keeps districts funded at the 2017/2018 Total Computational Revenue level plus the 2018/2019 Cost of Living Adjustment (COLA) of 2.71% and the 2019/2020 COLA of 3.26%. In addition, due to budget uncertainty, we have reduced apportionment revenue by an estimated deficit factor of 2%.

The Unrestricted General Fund budget is a balanced budget by reducing spending by \$3 million in the Tentative Budget plus utilizing a portion of the Budget Stabilization Fund as well as expected vacancy savings. The budget also includes a 12.5% contingency reserve consistent with Board Policy. We will continue working with our consultants during the year to update our own internal Budget Allocation Model in order to appropriately distribute earned revenues. The 2020/2021 proposed Adopted Budget PDF can be found at this [link](#) pending Board approval.

RECOMMENDATION

It is recommended the Board of Trustees approve the 2020/2021 Adopted Budget as presented.

Fiscal Impact:	As presented in Adopted Budget	Board Date: October 12, 2020
Prepared by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: October 12, 2020
Re:	Approval of Amendment to Agreement with MTGL, Inc. – Geotechnical Testing and Inspection Consulting Services for the Science Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On December 4, 2017, the Board of Trustees approved an agreement with MTGL, Inc. for geotechnical testing and inspection consulting services for the construction of the Science Center at Santa Ana College. The Science Center project is now anticipated to be complete in the spring of 2021 as a result of delays with reinstallation of defective metal panels and failed water window intrusion testing. An extension of time is required to conduct additional site soil boring investigations in locations where there is observed site concrete heaving (lifting) that was discovered during the punch list activities. The additional sampling will help to determine if there is a subsurface soil problem utilized in these concrete locations and if there has been a change in conditions. To see the original agreement, please [click here](#).

ANALYSIS

The services covered by this agreement commenced on December 5, 2017 and the new end date has been extended to June 30, 2021. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$158,511.

This agreement is funded by Measure Q Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with MTGL, Inc. – Geotechnical Testing and Inspection Consulting Services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: October 12, 2020
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 10/12/20

Project: Science Center

Site: **Santa Ana College**

Consultants: **MGTL, Inc.**

Type of Service: Geotechnical Testing and Inspection Consulting Services

Agreement Summary	Amount	Reimbursables	Start	Duration End
Original Contract Amount	\$93,511.00		12/5/2017	12/31/2019
Amendment #1	\$65,000.00			
Amendment #2				6/30/2020
Amendment #3				6/30/2021
Total Agreement Amount	\$158,511.00			

AGREEMENT NO 0254.00/ DESCRIPTION:

Amendment #3 for an extension of time and to add a subconsultant.

This agreement #0254.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

6/30/2021

THIRD AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **13TH** day of **OCTOBER** in the year **2020**, between **MTGL, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT #0254.00 entered into on December 5, 2017 and amended on April 23, 2018 and December 9, 2019 to provide Geotechnical Engineering Consulting Services for the Science Center project at Santa Ana College. Please amend the AGREEMENT to include the following:
 1. By extending the contract completion date from June 30, 2020 to be through June 30, 2021.
 2. By adding a subconsultant as indicated in Exhibit “A”.
- B. Due to the COVID-19 pandemic, this Amendment 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 amendment and applicable to entirety of said agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this amendment, signifies the parties mutual consent to conduct transactions electronically for the remainder of the duration of the agreement terms. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT 0254.00 effective December 5, 2017, shall remain in full force and effect.

Agreement No. 0254.03
Board Approval: October 12, 2020
Purchase Order: 18-P0049641

**CONSULTANT
MTGL, INC.**

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT OF ORANGE COUNTY**

By _____

By _____

Print Name _____

Adam M. O'Connor

Title _____

Interim Vice Chancellor, Business Operations and
Fiscal Services

Date _____

Date _____

Email _____

COPIES TO:

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

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

Agreement No. 0254.03
Board Approval: October 12, 2020
Purchase Order: 18-P0049641

EXHIBIT “A”

Consultant will be utilizing the subconsultant listed below onsite. Subconsultant is also subject to the District’s CSWPA. Refer to Exhibit “C” of the original agreement for full requirements of the CSWPA.

Penhall Company
P.O. Box 842911
Los Angeles, CA 90084-2911
DIR #1000000860

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

To:	Board of Trustees	Date:	October 12, 2020
Re:	Reject all Bids for Bid #1387 – Science Center – Owner Furnished Owner Installed Furniture Fixtures & Equipment Project at Santa Ana College		
Action:	Request for Approval		

BACKGROUND

This is an approval for the rejection of Bid #1387 – Science Center Owner Furnished Owner Installed Furniture Fixtures & Equipment project at Santa Ana College. On November 13, 2017 the Board of Trustees approved the agreement with McCarthy Building Companies, Inc. - Lease-Leaseback Construction Services for the Science Center at Santa Ana College. Construction of the Science Center is nearing completion. Owner furnished owner installed (OFOI) items which includes furniture, fixtures, and equipment (FF&E) are in the process of being procured as needed by the District for installation and delivery into the new building. Among the District's OFOI and FF&E items that require installation of equipment are for engineering, crafting, and testing equipment for use during science laboratory instruction, modular furniture, computers and computer monitor arms, and similar instructional tools. The District has the right to solicit bids from contractors to perform the installation work required for OFOI and FF&E and they are required to comply with the District's Community and Student Workforce Project Agreement (CSWPA) and requirements of the California prevailing wage laws.

ANALYSIS

Bid #1387 for the Science Center – Owner Furnished Owner Installed Furniture Fixtures & Equipment project at Santa Ana College was advertised in the Orange County Register on August 23, 2020 and August 30, 2020. A Notice Inviting Formal Bids was sent to 132 contractors from the District's qualified contractors list on August 24, 2020.

A mandatory (for general contractors) and voluntary (for sub-contractors) job walk was conducted on September 1, 2020. Eight contractors attended the job walk. Bids were opened on September 16, 2020 as noted on the attached bid summary. The District received one bid for the project. Upon review of the one bid, the District recommends rejection of the bid due to low bidder turnout.

Staff is currently re-evaluating the scope of work, the budget, and construction schedule, and does not recommend awarding the bid at this time. The project will need to be re-bid after further review of the construction schedule.

RECOMMENDATION

It is recommended the Board of Trustees reject all bids for Bid #1387 for the Science Center – Owner Furnished Owner Installed Furniture Fixtures & Equipment Project at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: October 12, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



Facility Planning, District Construction and Support Services
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640

BID SUMMARY

BID #1387

PROJECT: Science Center - Owner Furnished Owner Installed
FF&E at Santa Ana College

TIME: 2:00 P.M.

DATE: September 16, 2020

REJECT ALL BIDS

BIDDERS

TOTAL BASE BID AMOUNT

Newbuild Construction and Restoration, Inc.
625 West Katella Avenue, Suite 27
Orange, CA 92867

\$245,000

1 TOTAL BIDDER

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

To: Board of Trustees	Date: October 12, 2020
Re: Approval of the Annual Renewal Agreement with RAVE Mobile Safety Software	
Action: Request for Approval	

BACKGROUND

The ability to deliver timely warning and emergency notifications is a Clery Act requirement. The Rancho Santiago Community College District has utilized the services of RAVE Mobile Safety for the District's emergency mass communication software. The RAVE Mobile Safety software primarily provides a wide range of communication channels for mass communication.

Communications reach our audience by recorded voice, text to speech, SMS, TTY, RSS, email, social media, and common alerting protocol (CAP). In contrast, LiveSafe is a safety app which allows mobile users to share information, summon for help and access emergency information.

ANALYSIS

The RAVE Mobile Safety software is a single sign on emergency mass communication system. During an emergency, RAVE Mobile Safety software includes a premier communication feature which allows cellular phone carriers to send text messages through priority routing saving valuable time. All active students, current faculty, and staff have been enrolled for RAVE Mobile Safety software emergency notifications. If users prefer not to receive emergency notifications and timely warnings, they can opt-out of the system. Updates occur every evening between RAVE Mobile Safety software and the District's personnel database. This update insures the most accurate and up-to-date notifications possible.

Nationally, hundreds of colleges, universities, and 911 centers currently use RAVE Mobile Safety software. Districts using RAVE include Riverside Community College District, Foothill-De-Anza Community College District, Los Rios Community College District, and the San Jose Evergreen Community College District.

The renewal of this agreement covers the period July 1, 2020 through June 30, 2021 at a rate not to exceed \$34,806.86 without any interruption in services. It is unknown why RAVE Mobile Safety delayed in submitting the renewal to the District. The District Safety and Security Department operating budget will support the costs of this service.

RECOMMENDATION

It is recommended the Board of Trustees approve the Annual Renewal Agreement with RAVE Mobile Safety Software as presented.

Fiscal Impact:	\$34,806.86 (not to exceed)	Board Date: October 12, 2020
Prepared by:	Michael Toledo, Interim Chief of District Safety and Security	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

THIS IS NOT AN INVOICE



492 Old Connecticut Path, 2nd Floor
 Framingham, MA 01701
 Renewals@ravemobilesafety.com

RENEWAL QUOTE

Date: April 14, 2020
 Quote #0065A00001N53xeQAB

Rancho Santiago Community College District
 2323 North Broadway
 Santa Ana, California 92706

<input type="checkbox"/> OPTION A – 1 Year Renewal	
1 yr Renewal - July 1, 2020 through June 30, 2021	
Rave Alert Basic Annual License	\$22,840.76
Premium SMS Messaging for Rave Alert	\$3,205.72
Premium SMS Messaging for Rave Alert	\$2,284.08
Rave Smart Loader Annual Integration	\$2,163.86
Rave Voice Add-on Annual License	\$1,908.16
Rave Alert Social Media Integration	\$1,202.15
CAP inbound/outbound API for Rave Alert	\$1,202.15
Annual Cost:	\$34,806.86

<input type="checkbox"/> OPTION B – 3 Year Renewal	
1st yr of 3 yr Renewal – July 1, 2020 through June 30, 2021	
Rave Alert Basic Annual License	\$21,346.50
Premium SMS Messaging for Rave Alert	\$2,996.00
Premium SMS Messaging for Rave Alert	\$2,134.65
Rave Smart Loader Annual Integration	\$2,022.30
Rave Voice Add-on Annual License	\$1,783.33
Rave Alert Social Media Integration	\$1,123.50
CAP inbound/outbound API for Rave Alert	\$1,123.50
Annual Cost:	\$32,529.78
<i>Total Contract Value:</i>	<i>\$97,589.34</i>
<i>(To be paid in the amount of \$32,529.78 per year)</i>	

<input type="checkbox"/> OPTION C – 5 Year Renewal	
1st yr of 5 yr Renewal – July 1, 2020 through June 30, 2021	
Rave Alert Basic Annual License	\$20,279.18
Premium SMS Messaging for Rave Alert	\$2,846.20
Premium SMS Messaging for Rave Alert	\$2,027.92

THIS IS NOT AN INVOICE

Rave Smart Loader Annual Integration	\$1,921.19
Rave Voice Add-on Annual License	\$1,694.16
Rave Alert Social Media Integration	\$1,067.33
CAP inbound/outbound API for Rave Alert	\$1,067.33
Annual Cost:	\$30,903.29
<i>Total Contract Value:</i>	<i>\$154,516.46</i>
<i>(To be paid in the amount of \$30,903.29 per year)</i>	

All terms and conditions of the fully executed agreement shall remain in full force and effect. Renewal Quote does not include Sales Tax, if applicable.

THIS IS NOT AN INVOICE

*** BILLING INFORMATION (Required):**

* Billing Contact: _____

* Billing Phone: _____

* Billing Email: _____

* PO Required? If YES, enter PO #: _____

Please Note: If a PO is required for payment purposes, please provide a PO # within 7 days of submitting your signed quote or upon receipt of Auto-Renewal Invoice

QUOTE ACCEPTED BY:

Authorized Signature: _____ Date: _____

Name (Printed or Typed): _____ Title: _____

2nd Authorized Signature: _____ Date: _____
(If required)

Name (Printed or Typed): _____ Title: _____



492 Old Connecticut Path, 2nd Floor
Framingham, MA 01701
Renewals@ravemobilesafety.com

RAVE MOBILE SAFETY RENEWAL

Hello,

Your Alert service contract is set to expire on **July 1, 2020**. Enclosed on Page 2 is a Rave Mobile Safety Renewal Quote for your review. Please return a signed copy of this Renewal Quote 30 days prior to your Renewal Date.

If no signed Renewal Quote or Purchase Order is received, this contract will be automatically renewed and invoiced at the 1-year Renewal Term option (Option A on your Renewal Quote) 30 days prior to your Renewal Date.

If you would like to take advantage of either the 3-year (Option B) or 5-year (Option C) discounted renewal term pricing options, please return a signed Renewal Quote and/or a Purchase Order reflecting your preferred Option, 30 days prior to your Renewal Date.

Thank you,
Rave Renewals Team
Renewals@ravemobilesafety.com

INSTRUCTIONS FOR COMPLETING RENEWAL:

1. Select Renewal Option A, B or C on enclosed Renewal Quote
2. Complete required Billing Information section
3. Sign in signature block at bottom of Renewal Quote
4. Return via email or fax:
E: Renewals@ravemobilesafety.com
F: (917) 591-9105

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

To:	Board of Trustees	Date: October 12, 2020
Re:	Approval of California Multiple Award Schedule (CMAS) Contract #4-15-71-0145A to Arcadia Chair Company	
Action:	Request for Approval	

BACKGROUND

In anticipation of construction completion of the new Johnson Student Center at Santa Ana College, planning continues on the procurement of furniture, fixtures and equipment. The District has identified a contract that Arcadia Chair Company has entered into with the Department of General Services (“DGS”), California Multiple Award Schedule (CMAS). The DGS has made certain “multiple award” contracts available to other public agencies, including community college districts, for the acquisition of goods, information technology, or services. The DGS establishes multiple award agreements in accordance with Public Contract Code §10290 and §12101.5. Pricing, products and/or services included in this CMAS contract are based on Federal General Services Administration (GSA) Contract No. GS-28F-003CA, which is referred to as the “base” contract. DGS establishes an independent California agreement for the same products and services included in the GSA, for equal or lower prices as well as includes State of California contract terms and conditions, procurement codes, policies, and guidelines.

ANALYSIS

Utilization of CMAS Contract #4-15-71-0145A will allow the District to purchase furniture and equipment offered by Arcadia Chair Company as available through the contract on an as-needed basis. Pricing included in this contract provides a discount of 57.6%. The contract is in accordance with the terms and conditions negotiated by the State and meets all legal requirements allowing California Community Colleges to piggyback. The contract is effective through October 20, 2024. The District anticipates utilizing this CMAS contract for future purchases on an as-needed basis.

RECOMMENDATION

It is recommended the Board of Trustees approve the use of CMAS Contract #4-15-71-0145A, awarded to Arcadia Chair Company, including renewals, future addendums, supplements, and extensions as presented.

Fiscal Impact:	Based on Utilization	Board Date: October 12, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

State of California
MULTIPLE AWARD SCHEDULE
Arcadia Chair Company

CMAS NUMBER:	4-15-71-0145A
SUPPLEMENT NUMBER:	14
CMAS TERM DATES:	3/19/2015 through 10/20/2024
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	December 1, 2017 (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE #:	GS-28F-003CA
BASE SCHEDULE HOLDER:	Arcadia Chair Company

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

The purpose of this supplement is to incorporate the following change:

Add ARCHI.TXTURE, LLC dba Catalyst Office to the list of Authorized Resellers. See the revised "Attachment C" for a complete list of Authorized Resellers for this CMAS.

All other terms and conditions and provisions of the CMAS remain unchanged.

The provisions of supplement 10 (CMAS renewal) through 13 have been incorporated into this supplement. Supplement 14 replaces supplement 10 through 13 in their entirety.

Original Signature On File _____ Effective Date: **5/14/2020**
BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

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

To:	Board of Trustees	Date: October 12, 2020
Re:	Approval of California Multiple Award Schedule (CMAS) Contract #4-12-71-0127A to Corporate Spaces, Inc. dba CSI Fullmer	
Action:	Request for Approval	

BACKGROUND

In anticipation of construction completion of the new Science Center, Johnson Student Center, and Russell Hall Replacement (Health Sciences) buildings at Santa Ana College, planning continues on the procurement of furniture, fixtures and equipment. The District has identified a contract that Corporate Spaces, Inc. dba CSI Fullmer (CSI) has entered into with the Department of General Services (“DGS”), California Multiple Award Schedule (CMAS). The DGS has made certain “multiple award” contracts available to other public agencies, including community college districts, for the acquisition of goods, information technology, or services. The DGS establishes multiple award agreements in accordance with Public Contract Code §10290 and §12101.5. Pricing, products and/or services included in this CMAS contract are based on Federal General Services Administration (GSA) Contract No. GS-28F-001V, which is referred to as the “base” contract. DGS establishes an independent California agreement for the same products and services included in the GSA, for equal or lower prices as well as includes State of California contract terms and conditions, procurement codes, policies, and guidelines.

ANALYSIS

Utilization of CMAS Contract #4-12-71-0127A will allow the District to purchase furniture and equipment offered by CSI Fullmer as available through the contract on an as-needed basis. Pricing included in this contract provides discounts ranging from 61% to 77.6%. The contract is in accordance with the terms and conditions negotiated by the State and meets all legal requirements allowing California Community Colleges to piggyback. The contract is effective through September 30, 2023. The price of the initial purchase is \$12,136.04 and the District anticipates utilizing this CMAS contract for future purchases on an as-needed basis.

RECOMMENDATION

It is recommended the Board of Trustees approve the use of CMAS Contract #4-12-71-0127A, awarded to Corporate Spaces, Inc. dba CSI Fullmer, including renewals, future addendums, supplements, and extensions as presented.

Fiscal Impact:	\$12,136.04 for Initial Purchase	Board Date: October 12, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

State of California
MULTIPLE AWARD SCHEDULE

Corporate Spaces, Inc.
d.b.a.

CSI Fullmer

CMAS NUMBER:	4-12-71-0127A
AMENDMENT NUMBER:	6
CMAS TERM DATES:	1/23/2015 through 9/30/2023
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	<u>December 1, 2017</u> (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.aspx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE #:	GS-28F-0001V
BASE SCHEDULE HOLDER:	Allsteel Inc.

This CMAS provides for the purchase, warranty, and installation of furniture products, and Office design/layout services and on-site reconfiguration and relocation services including project management services. (See page 3 for the specific brand, service descriptions, and restrictions applicable to this CMAS.)

The purpose of this amendment is to renew this CMAS through 9/30/2023. In addition, this amendment replaces in its entirety CSI Fullmer's existing California Multiple Award Schedule (CMAS) that expires on 12/31/2019. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions dated December 1, 2017 products and/or services are included herein. Please review these provisions carefully because they may have changed since issuance of your last CMAS.

Effective Date: **11/25/2019**

per Andrew Reel
ANDREW REEL, Program Analyst, California Multiple Award Schedules Unit

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

To:	Board of Trustees	Date: October 12, 2020
Re:	Approval of Vendor Name Change	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District is in year four of a five year agreement with OCR Land, LLC in Santa Ana for the lease of parking spaces in Lot #4 at 523 N. Grand Street, Santa Ana, CA. Santa Ana College leases the parking spaces for students attending classes at the Remington site.

Recently RSCCD was informed that OCR Land, LLC was acquired by Caribou Industries in Santa Ana, CA.

ANALYSIS

In order to avoid interruption of payments, it is necessary to seek acceptance by the Board of Trustees to change the vendor name from OCR Land, LLC to Caribou Industries, Inc. The name change does not affect the current services provided or cost. Caribou Industries, Inc is committed to fulfilling the lease agreement that OCR Land, LLC contractually committed to.

RECOMMENDATION

It is recommended the Board of Trustees approve the vendor name change request from OCR Land, LLC to Caribou Industries, Inc. as presented.

Fiscal Impact:	N/A	Board Date: October 12, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**PURCHASE ORDERS SUPPLEMENT - RESOLUTION NO. 20-03
PURCHASE ORDERS OF \$15,000 AND OVER
FROM AUGUST 29, 2020 THROUGH OCTOBER 6, 2020
BOARD MEETING OF OCTOBER 12, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0062537	\$20,976.00	Twelve Victory Electrostatic Backpack Sprayers including battery and battery charger to be distributed districtwide. As a prevention from Covid-19, these backpack cordless sprayers are designed for sanitizing and disinfecting of all facilities including classrooms, labs, open meeting areas, restrooms, offices, hallways and elevators.	DO -Risk Management	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-P0062541	\$57,440.60	Purchase of equipment, software, licenses, cabling, materials and professional services related to the Mobile Board Meeting AV System. This portable solution will allow all components to be packaged for transportation and setup at venues, district-wide for hybrid Zoom/in-person Board of Trustees meetings as requested.	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)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: October 12, 2020
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed.

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1.	Disabled Student Programs and Services (DSPS) (SAC) Annual apportionment from the California Community Colleges Chancellor’s Office, Educational Services and Support Division to provide support services to students with disabilities so they have equal access to all educational programs and activities on campus. (20/21). <i>The match required is \$347,050 that consist of DSPS staff salaries and benefits.</i>	08/13/2020	\$995,282
2.	Talent Search – Year 3 (SAC) Second year of a five-year federal grant from the U.S. Department of Education to increase retention, graduation, and college-going rates of City of Santa Ana’s 8th – 12th grade students. (20/21). <i>No match required.</i>	08/28/2020	\$430,487
3.	Youth Empowerment Strategies for Success – Independent Living Program (YESS-ILP) (SAC) Sub-award from the Foundation for California Community Colleges (FCCC) for the Youth Empowerment Strategies for Success – Independent Living Program grant funded by the U.S. Department of Health & Human Services through the California Department of Social Services. The FCCC provides centralized fiscal and administrative services to community college districts to help foster youth successfully transition into adulthood. Santa Ana College (SAC) will provide curricula, assessment, and financial literacy and life skills training for foster youth and youth on probation between the ages of 16 through 21. (20/21). <i>The match required is \$51,500 that consists of certified staff and services provided to foster youth funded by in-kind support from the Student Equity and Achievement Program.</i>	09/18/2020	\$22,500

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: \$1,448,269	Board Date: October 12, 2020
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SAC
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 7/01/20 - 6/30/21
College Allocation: \$873,040
DHH Distribution: \$110,979
Access to Print/Electronic: \$11,263
TOTAL INCOME: \$995,282

PROJ. ADM. Vaniethia Hubbard
PROJ. DIR. Veronica Oforlea

Date: 09/28/2020

Prime Sponsor: CCC Chancellor's Office
Fiscal Agent: RSCCD
CFDA #: N/A; Award #: N/A

Account	Object Description	Debit	Credit
12-2230-000000-10000-8623	DSPS		995,282
12-2230-642000-19521-1210	Academic Management - Veronica Oforlea (100%)	162,879	
12-2230-642000-19521-2130	Classified Employees - Elizabeth Harvey (100%) - Ian Krzeminski (100%) - Robert Norris (100%) - Amy Treat (100%) resigned 08/02/20	208,753	
12-2230-642000-19521-3215	PERS - Non-Instructional	75,437	
12-2230-642000-19521-3315	OASDHI - Non-Instructional	23,510	
12-2230-642000-19521-3325	Medicare - Non-Instructional	5,499	
12-2230-642000-19521-3415	H & W - Non-Instructional	80,851	
12-2230-642000-19521-3435	H & W - Retiree Fund Non-Inst	4,174	
12-2230-642000-19521-3515	SUI - Non-Instructional	191	
12-2230-642000-19521-3615	WCI - Non-Instructional	5,692	
12-2230-642000-19521-3915	Other Benefits - Non-Instruct	7,810	
12-2230-642000-19521-5100	Contracted Services	500	
12-2230-642000-19521-5800	Advertising	500	
12-2230-642000-19521-5845	Excess/Copies Usage	300	
12-2230-642000-19521-5950	Software License and Fees	3,000	
Total 19521 DSPS Office			
12-2230-499900-19523-2445	Professional Experts - Instruc	61,200	
12-2230-499900-19523-3211	PERS - Instructional	2,727	
12-2230-499900-19523-3311	OASDHI - Instructional	816	
12-2230-499900-19523-3321	Medicare - Instructional	887	
12-2230-499900-19523-3331	PARS - Instructional	625	
12-2230-499900-19523-3431	H & W - Retiree Fund Inst	673	
12-2230-499900-19523-3511	SUI - Instructional	31	
12-2230-499900-19523-3611	WCI - Instructional	918	
12-2230-642000-19523-5100	Contracted Services	25,000	
Total 19523 Deaf & Hard of Hearing			
12-2230-499900-19524-5950	Software License and Fees	12,000	
12-2230-642000-19524-2130	Classified Employees	81,371	
12-2230-642000-19524-3215	PERS - Non-Instructional	16,844	
12-2230-642000-19524-3315	OASDHI - Non-Instructional	5,138	

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SAC
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 7/01/20 - 6/30/21
College Allocation: \$873,040
DHH Distribution: \$110,979
Access to Print/Electronic: \$11,263
TOTAL INCOME: \$995,282

PROJ. ADM. Vaniethia Hubbard
PROJ. DIR. Veronica Oforlea

Date: 09/28/2020

Prime Sponsor: CCC Chancellor's Office
Fiscal Agent: RSCCD
CFDA #: N/A; Award #: N/A

Account	Object Description	Debit	Credit
12-2230-642000-19524-3325	Medicare - Non-Instructional	1,202	
12-2230-642000-19524-3415	H & W - Non-Instructional	19,020	
12-2230-642000-19524-3435	H & W - Retiree Fund Non-Inst	913	
12-2230-642000-19524-3515	SUI - Non-Instructional	42	
12-2230-642000-19524-3615	WCI - Non-Instructional	1,244	
12-2230-642000-19524-3915	Other Benefits - Non-Instruct	1,500	
Total 19524 High Tech Center DSPS			
12-2230-493031-19525-1110	Contract Instructors	112,186	
12-2230-493031-19525-3111	STRS - Instructional	8,564	
12-2230-493031-19525-3211	PERS - Instructional	12,246	
12-2230-493031-19525-3311	OASDHI - Instructional	3,668	
12-2230-493031-19525-3321	Medicare - Instructional	1,639	
12-2230-493031-19525-3411	H & W - Instructional	22,135	
12-2230-493031-19525-3431	H & W - Retiree Fund Inst	1,253	
12-2230-493031-19525-3511	SUI - Instructional	57	
12-2230-493031-19525-3611	WCI - Instructional	1,709	
12-2230-493031-19525-3911	Other Benefits - Instructional	1,750	
12-2230-642000-19525-1484	Int/Sum Beynd Contr-Reassigned	7,323	
12-2230-642000-19525-2340	Student Assistants - Hourly	3,899	
12-2230-642000-19525-2350	Overtime - Classified Employee	4,558	
12-2230-642000-19525-3115	STRS - Non-Instructional	591	
12-2230-642000-19525-3215	PERS - Non-Instructional	758	
12-2230-642000-19525-3315	OASDHI - Non-Instructional	510	
12-2230-642000-19525-3325	Medicare - Non-Instructional	172	
12-2230-642000-19525-3435	H & W - Retiree Fund Non-Inst	174	
12-2230-642000-19525-3515	SUI - Non-Instructional	6	
12-2230-642000-19525-3615	WCI - Non-Instructional	237	
Total 19525 Learning Disabled			
Totals for PROJECT: 2230		995,282	995,282

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SAC
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 7/01/20 - 6/30/21
College Allocation: \$873,040
DHH Distribution: \$110,979
Access to Print/Electronic: \$11,263
TOTAL INCOME: \$995,282

PROJ. ADM. Vaniethia Hubbard
PROJ. DIR. Veronica Oforlea

Date: 09/28/2020

Prime Sponsor: CCC Chancellor's Office
Fiscal Agent: RSCCD
CFDA #: N/A; Award #: N/A

Account	Object Description	Debit	Credit
11-2230-493031-19525-1110	Contract Instructors - Louise Janus (50%) - Mark Turner (50%)	134,625	
11-2230-493031-19525-3111	STRS - Instructional	10,044	
11-2230-493031-19525-3211	PERS - Instructional	14,696	
11-2230-493031-19525-3311	OASDHI - Instructional	4,402	
11-2230-493031-19525-3321	Medicare - Instructional	1,985	
11-2230-493031-19525-3411	H & W - Instructional	26,615	
11-2230-493031-19525-3431	H & W - Retiree Fund Inst	1,505	
11-2230-493031-19525-3511	SUI - Instructional	70	
11-2230-493031-19525-3611	WCI - Instructional	2,052	
11-2230-493031-19525-3911	Other Benefits - Instructional	2,100	
Total 19525 Learning Disabled		198,094	
11-2230-642000-19523-2130	Classified Employees - Ruth Rodriguez (80%)	97,086	
11-2230-642000-19523-3215	PERS - Non-Instructional	20,097	
11-2230-642000-19523-3315	OASDHI - Non-Instructional	6,094	
11-2230-642000-19523-3325	Medicare - Non-Instructional	1,425	
11-2230-642000-19523-3415	H & W - Non-Instructional	20,449	
11-2230-642000-19523-3435	H & W - Retiree Fund Non-Inst	1,081	
11-2230-642000-19523-3515	SUI - Non-Instructional	50	
11-2230-642000-19523-3615	WCI - Non-Instructional	1,474	
11-2230-642000-19523-3915	Other Benefits - Non-Instruct	1,200	
Total 19523 Deaf & Hard of Hearing		148,956	
Totals for PROJECT: 2230	DSPS (Match)	347,050	

Disabled Student Programs and Services (DSPS)

Disabled Student Programs and Services (DSPS) is a categorically funded program from the California Community Colleges Chancellor's Office, Educational Services and Support Division. This program receives ongoing Proposition 98 funding through an appropriation in the California State Budget Act in order to fund support services and instructional programs for students with disabilities in the California Community Colleges. DSPS assists colleges in providing academic adjustments, auxiliary aids, services and/or instruction for students with disabilities to support their student success and to meet the requirements of federal and State non-discrimination laws, including Sections 504 and 508 of the federal Rehabilitation Act, the Americans with Disabilities Act (ADA), The Americans with Disabilities Amendment Act (ADAA), and State Government Code Sections 11135-11139.5.

The DSPS program provides support services and educational accommodations to students with disabilities so that they can have full and equitable access to the community college experience. In addition, many colleges provide specialized instruction as part of their DSPS program. An Academic Accommodation Plan (AAP) is developed for each student served by DSPS. The AAP defines the student's educational goals and outlines the support services and academic accommodations to be provided to address the student's specific disability-related educational needs.

These “over and above” services are designed to help DSPS students:

- test-proctoring,
- assessment for learning disabilities,
- specialized counseling,
- interpreter or captioning services for hearing-impaired or deaf students,
- mobility assistance,
- note-taker services,
- reader services,
- transcription services,
- specialized tutoring,
- access to adaptive equipment,
- job development/placement,
- registration assistance,
- special parking, and
- specialized instruction.

SPECIAL PROJECT DETAILED BUDGET # 1697

NAME: Talent Search - Year 3

FISCAL YEAR: 2020/21 & 2021/22

CONTRACT PERIOD: 09/01/20 to 08/31/21

PROJ. ADM. Alicia Kruienga

CONTRACT INCOME: \$430,487

PROJ. DIR. Rosio Becerra

Prime Sponsor: U.S. Department of Education

Date: 09/25/2020

Fiscal Agent: RSCCD

CFDA #: 84.044A; Prime Award #: P044A180657

GL Account	Description	Debit	Credit
12-1697-000000-10000-8120	Higher Education Act : Santa Ana College		430,487
12-1697-499900-19565-2420	Inst Assistant - Hourly : Talent Search - 15 hours/week x 30 weeks	8,688	
12-1697-499900-19565-3321	Medicare - Instructional : Talent Search	126	
12-1697-499900-19565-3331	PARS - Instructional : Talent Search	113	
12-1697-499900-19565-3431	H & W - Retiree Fund Inst : Talent Search	96	
12-1697-499900-19565-3511	SUI - Instructional : Talent Search	5	
12-1697-499900-19565-3611	WCI - Instructional : Talent Search	131	
12-1697-649000-19565-2110	Classified Management : Talent Search	123,358	
12-1697-649000-19565-2310	Classified Employees - Ongoing : Talent Search - Elizabeth Lomeli - Mayra Mendez - 3 Student Services Specialists (10 months)	114,044	
12-1697-649000-19565-2320	Classified Employees - Hourly : Talent Search - 1 Student Services Specialist (substitute) - Summer Senior Academy Program staff (5 in June)	24,996	
12-1697-649000-19565-3215	PERS - Non-Instructional : Talent Search	51,742	
12-1697-649000-19565-3315	OASDHI - Non-Instructional : Talent Search	15,213	
12-1697-649000-19565-3325	Medicare - Non-Instructional : Talent Search	3,841	
12-1697-649000-19565-3335	PARS - Non-Instructional : Talent Search	254	
12-1697-649000-19565-3415	H & W - Non-Instructional : Talent Search	24,521	
12-1697-649000-19565-3435	H & W - Retiree Fund Non-Inst : Talent Search	2,914	
12-1697-649000-19565-3515	SUI - Non-Instructional : Talent Search	132	
12-1697-649000-19565-3615	WCI - Non-Instructional : Talent Search	3,974	
12-1697-649000-19565-3915	Other Benefits - Non-Instruct : Talent Search	2,530	
12-1697-649000-19565-4710	Food and Food Service Supplies : Talent Search - Summer Academy Prog. (lunches & snacks/drinks)	2,505	
12-1697-649000-19565-5100	Contracted Services : Talent Search - Senior Summer Academy Prog (room & board) - Smart Classroom Fee - Parking Fee - Saturday Nucleus Robotics Course for 8th grade students	6,985	
12-1697-649000-19565-5905	Other Participant Travel Exp : Talent Search - Intermediate Program field trip - 3 university field trips	1,550	
12-1697-649000-19565-5950	Software License and Fees : Talent Search	1,600	

SPECIAL PROJECT DETAILED BUDGET # 1697

NAME: Talent Search - Year 3

FISCAL YEAR: 2020/21 & 2021/22

CONTRACT PERIOD: 09/01/20 to 08/31/21

CONTRACT INCOME: \$430,487

PROJ. ADM. Alicia Kruienga

PROJ. DIR. Rosio Becerra

Prime Sponsor: U.S. Department of Education

Date: 09/25/2020

Fiscal Agent: RSCCD

CFDA #: 84.044A; Prime Award #: P044A180657

GL Account	Description	Debit	Credit
12-1697-649000-19565-5966	Transportation - Student : Talent Search - Senior Summer Academy (residential component) - Senior Summer Academy (field trip) - Intermediate Prog. Field Trip - (3) University field trips	5,950	
12-1697-675000-19565-5210	Conference Expenses - Travel : Talent Search - Staff Participant (field trips & Summer Academy Prog.)	1,141	
12-1697-679000-10000-5865	Indirect Costs : Santa Ana College	31,888	
12-1697-732000-19565-7620	Fees Paid for Students : Talent Search - Senior Summer Program field trip	2,190	
Total Project: 1697	Talent Search - Year 3	430,487	430,487

ABSTRACT

Santa Ana College (SAC), one of two community college in the Rancho Santiago Community College District, located in city of Santa Ana in Southern California, will provide a Talent Search Program at six target schools in the Santa Ana Unified School District (SAUSD): Sierra Preparatory Academy and Willard Intermediate School, and Century, Saddleback, Santa Ana and Valley High Schools. SAC will provide Talent Search services to 776 students each year: 40 students at each middle school, and 174 students at each of the four target high schools.

Santa Ana is a majority-minority city: 97% of students in the target schools are Hispanic/Latino. Students in Santa Ana come from a community filled with hope for a better life, but also one faced with significant obstacles to academic attainment. At the proposed target schools 93% students are low-income, 40% are English Learners, the majority (76%) do not meet state standards for math or English, and 69% of parents did not graduate high school.

The Talent Search program services, staff, resources, and partnerships will improve student's self-perception and development, academic development, and college and career readiness and planning to significantly increase their persistence in educational pathways leading to college enrollment and completion. In addition, intensive tutoring and quality mentoring modeled after research studies on effective models will expand the core services.

SAC's proposed project addresses both Competitive Preference Priority 1(a)(b) through Cook et al.'s 2015 study, "Not Too Late: Improving Academic Outcomes for Disadvantaged Youth" [<http://www.ipr.northwestern.edu/publications/docs/workingpapers/2015/IPR-WP-15-01.pdf>], and Competitive Preference Priority 2(a)(b) informed by Karcher's 2008 study, "A Randomized Evaluation of the Effectiveness of School-Based Mentoring" [http://www.michaelkarcher.com/School-based_mentoring_files/Karcher_2008_SMILE_PrevSci.pdf]. The proposed Talent Search program is based on successful practices and research to implement a program of sufficient quality to attain the program's ambitious objectives.

Performance Objectives	Current Rates of Achievement	Proposed SAC TS rates
1) Increase persistence	77%	95%
2) Increase graduation	67%	80%
3) Increase graduation – rigorous program of study	31%	40%
4) Increase enrollment in a post-secondary education	54%	75%
5) Increase completion of a post-secondary credential within 6 years	16%	35%

SPECIAL PROJECT DETAILED BUDGET #1903

NAME: Youth Empowerment Strategies for Success - Independent Living Program (YESS-ILP)

FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 06/30/2020 - 06/30/2021

PROJ ADMIN: Alicia Fruizenga

CONTRACT INCOME: \$22,500

PROJ DIR: Sylvia Sanchez

Prime Sponsor: US Department of Health & Human Services

Fiscal Agent: Founaction for California Community Colleges

CFDA #: 93.674; Grant Agreement # 00002439_ Santa Ana College

Date:09/28/2020

Account	Object Description	Debit	Credit
12-1903-000000-10000-8199	Other Federal Revenues		22,500
12-1903-631000-19310-1430	Part-Time Counselors - Sylvia S.	8,091	
12-1903-631000-19310-1435	Int/Sum - Counselors,Part-Time - Sylvia S.	1,259	
12-1903-631000-19310-1480	Part-Time Reassigned Time - ILP Workshop Trainer	1,000	
12-1903-631000-19310-3115	STRS - Non-Instructional	2,070	
12-1903-631000-19310-3325	Medicare - Non-Instructional	150	
12-1903-631000-19310-3435	H & W - Retiree Fund Non-Inst	114	
12-1903-631000-19310-3515	SUI - Non-Instructional	5	
12-1903-631000-19310-3615	WCI - Non-Instructional	156	
12-1903-649000-19310-4610	Non-Instructional Supplies - Suppies for Module/Youth Skills Development Classes (instructional supplies - \$1,200) - ILP Workshops (\$250) & Retreat's supplies (\$200)	1,650	
12-1903-649000-19310-4710	Food and Food Service Supplies - Food (\$1,433) - Fall Kick Off Event (\$550) - Spring Semester Starter Event (\$500) - Foster Youth University Tours (\$225) - Outreach Events/Dinners/Year-End Celebration (\$909) - Retreat - snacks (\$88)	3,705	
12-1903-649000-19310-5100	Contracted Services - Consultant (\$600) - Retreat Location (\$2,500)	3,100	
12-1903-732000-19310-7670	Other Exp Paid for Students - Meal tickets paid for Students (\$7/ea x 100 tickets)	700	
12-1903-675000-19310-5210	Conference Expenses - Travel	500	
Total 1903 YESS - ILF		22,500	22,500

In-Kind Match: (Certified Expend \$51,933)

- Coordinator - Sylvia Sanchez (\$20,000 + benefits)
- Alicia Kruizena/Project Adminstrator (3%)
- Thuy-Huong Nguyen (3%)
- Transition to College Orientation (\$1,500)
- Foster Youth College Day (\$3,000)
- Foster Youth University Tours (\$225)
- Text Book Assistance (\$3,000)
- Food (\$4,800)

YOUTH EMPOWERMENT STRATEGIES FOR SUCCESS – INDEPENDENT LIVING PROGRAM

The Youth Empowerment Strategies for Success – Independent Living Program (YESS – ILP) is the formula grants from the U.S. Department of Health and Human Services to states and eligible Indian tribes in establishing and carrying out programs designed to assist foster youth. California Department of Social Services (CDSS). The Foundation for California Community Colleges (Foundation) was selected by the California Department of Social Services (CDSS) to provide centralized fiscal and administrative services to community college districts for the YESS-ILP funding.

The participating Districts/Colleges may use the YESS-ILP funds to assist youth for following services/activities:

- to make the transition to self-sufficiency;
- to receive education, training and related services;
- to prepare for and obtain employment;
- to prepare for and enter postsecondary training and educational institutions;
- to provide personal and emotional support to youth through mentors and the promotion of interactions with dedicated adults;
- to provide financial, housing, counseling, employment, education, other appropriate support and services to current and former foster care recipients up to the age of 21;
- to provide services to youth who, after attaining 16 years of age, have left foster care for kinship guardianship or adoption; and
- to ensure that children who are likely to remain in foster care until 18 years of age have regular, on-going opportunities to engage in age or developmentally appropriate activities.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: October 12, 2020
Re: Approval of First Amendments to Sub-Agreements between RSCCD and Chaffey, Peralta and South Orange County Community College Districts to award 2019/2020 Regional Director Grants to Host Colleges/Districts	
Action: Request for Approval	

BACKGROUND

Through a competitive grant competition, RSCCD was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the Key Talent Administration and Sector Strategy Fiscal Agent. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talent grant program awards approved by the Chancellor's Office.

ANALYSIS

The Chancellor's Office has approved a no-cost extension for three colleges hosting 2019/20 regional directors. The performance period of July 1, 2019 - September 30, 2020, will be extended to October 31, 2020. RSCCD, fiscal agent, has prepared first amendments to the sub-agreements in order to reflect this change and amend the performance period.

Sector	Host District	Host College	Award Amount	Amendment #
Bay Region				
Advanced Manufacturing	Peralta	Laney	\$200,000	DO-19-2566-15.01
Inland Empire/Desert				
Advanced Manufacturing	Chaffey	Chaffey	\$200,000	DO-19-2566-29.01
Los Angeles & Orange County				
Energy, Constr. & Util.	So. Orange County	Saddleback	\$200,000	DO-19-2566-45.01

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

To access copies of the executed sub-agreements, please [click here](#).

RECOMMENDATION

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

Fiscal Impact: none	Board Date: October 12, 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
[NAME OF COLLEGE DISTRICT]**

This first amendment (hereinafter “Amendment”) is entered into on this 12th day of October, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [Name of College District], on behalf of [College Name] (hereinafter “SUBCONTRACTOR”) to amend that certain agreement #DO-19-2566-xx (hereinafter “Agreement”) between the parties dated August 12, 2019. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Key Talent Administration and Sector Strategy” grant, Prime Award #19-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs, such as regional initiatives and Key Talent positions; and

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

WHEREAS, SUBCONTRACTOR has agreed to host and supervise the **Regional Director (formerly Deputy Sector Navigator)** for [Sector] in the [Region], which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby mutually agree to amend the following:

Period of Performance will be amended as follows:

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2019, through October 31, 2020.

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: [NAME OF
DISTRICT]

By: _____

Name: Adam M. O'Connor

Interim Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: October 12, 2020

By: _____

Name: _____

Title: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: October 12, 2020
Re:	Approval of Agreement with Invoke Learning Inc. for Professional Services	
Action:	Request for Approval	

BACKGROUND

The District has been working to advance its data strategy and analytics programs through existing data integrity, data quality and data governance initiatives currently underway. The District would like to use data insights to better address critical challenges around enrollment, retention, student success, engagement, and graduation.

ANALYSIS

The District would like to enter into an agreement with Invoke Learning Inc. for advisory services on the implementation of its data strategy as well as a six-month pilot for an enrollment management system. This agreement includes assistance in the design and implementation of specific architectural data strategies, upskill resources and vendor selection, as well as an option to extend the enrollment system pilot for an additional six months.

Performance period shall be from October 13, 2020 - October 12, 2021. The cost of the service engagement will not exceed \$110,000. This includes \$60,000 for professional services plus \$25,000 for a six-month pilot for an enrollment management system, with an option to extend the pilot for an additional six-month period for \$25,000.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Invoke Learning Inc. for professional services as presented.

Fiscal Impact:	Not to exceed \$110,000	Board Date: October 12, 2020
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, and Invoke Learning Inc., having its principal business address located at 30 Oak Tree Dr, Brownsburg IN 46112 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 10/13/2020, whichever is later, and shall continue in full force and effect thereafter until and including 10/12/2021 (“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 One Hundred Ten Thousand Dollars (\$110,000.00) ("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: Adam M. O'Connor, Interim 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
223 N. Broadway
Santa Ana, Ca 92706

Contractor: Invoke Learning Inc.
30 Oak Tree Dr.
Brownsburg, IN 46112

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: Adam M. O'Connor

Print Title: Interim Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: Lige Hensley
Signature of Authorized Person

Print Name: Lige Hensley

Print Title: CEO

Date: 9/1/2020

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.

See Attached, "Data Advisory and Consulting Support by Invoke Learning"



Rancho Santiago Community College District

Data Advisory and Consulting Support

by
Invoke Learning

August 31, 2020



Executive Summary

Rancho Santiago Community College District (RSCCD) would like data advisory and consulting support to advance data and analytic programs and initiatives that will empower the district around data and advance the district's ability to capitalize on relevant information.

Invoke Learning will provide national and international award-winning resources that will help RSCCD build upon the existing Data Integrity, Data Quality, and Data Governance initiatives to now design and implement specific architectural strategies, upskill resources, select vendor partners, and more. Activities that will position RSCCD to confidently with the access, information, and insights needed to address critical challenges around enrollment, retention, student success, engagement, and graduation.

Deliverables, in the form of documentation, discussions, negotiations on behalf of RSCCD with designated vendors, deployed applications, and others will be provided as agreed with the Assistant Vice Chancellor, Information Technology Services. These efforts will be structured in a phased approach to achieving desired goals with recommendations as to the technologies that will enable success and the skill acquisition required to support, enhance, and grow these capabilities into the future.

Personnel

The following individuals will lead and perform the work and activities related to this proposal.



R. Brendan Aldrich

**Former Chief Data Officer
California State University, Office of the Chancellor**

Over the last decade, Mr. Aldrich has been responsible for data modernization and innovation initiatives across several city and statewide college and university systems to effect transformative change through the design and deployment of innovative data architectures that engage and empower data-informed decision-making.

A cross-industry data innovations specialist, Mr. Aldrich has also held roles as the Chief Data Officer for the California State University, Office of the Chancellor, Chief Data Officer of Indiana's statewide community college, Ivy Tech, Executive Director of Enterprise Information Management for City Colleges of Chicago, Director of Business Intelligence Analytics for new media start-up Demand Media, and Director of Business Systems for The Travelers Companies among others.

In recent years, his work has been recognized in the AWS 2018 City-on-a-Cloud "Dream Big" Award category, Gartner's 2017 Data & Analytics Excellence Award for Self-Service Analytics, Hitachi Vantara's 2017 Excellence Award for Social Impact, and Campus Technology Magazine's 2014 Innovators Award for Administrative Systems.



Lige Hensley

**Former Chief Technology Officer
Ivy Tech Community College**

An alumnus of the Rose-Hulman Institute of Technology, Lige has repeatedly created transformational opportunities through the innovative use of technology across multiple industry sectors before becoming the Chief Technology Officer of Ivy Tech Community College of Indiana in 2010. Ivy Tech is the largest singly-accredited community college in the United States educating nearly 175,000 students each year across the state of Indiana.

During his eight-year tenure in this role, he built and led one of the most effective information technology teams within higher education, becoming one of the early leaders in digital transformation for higher education. His work applying artificial intelligence to the challenges of education has won awards and recognition worldwide.

Invoke Enrollment Pack

Invoke Learning will provide a six-month pilot of the Invoke Enrollment Pack with an option to extend an additional six months. This suite of three applications are designed to help better identify influencing characteristics of enrolling students, tracking enrollment towards designated goals, and measuring student engagement during in-person and virtual learning. The Invoke Enrollment Pack includes

- **Invoke Enrollment Tracking**
- **Invoke Enrollment**
- **Invoke Engagement**

Invoke Enrollment Tracking

A focus on enrollment is critical for long-term success of RSCCD institutions. However, daily management to enrollment goals is often problematic due to fluctuations in overall enrollment patterns at each institution. To address this challenge, Invoke Learning will deploy the Invoke Enrollment Tracking application.



Invoke Enrollment Tracking is a first-of-its-kind application that utilizes a deep understanding of historical enrollment patterns to create the most realistic “ideal enrollment” path possible to achieving stated enrollment goals. The advanced intelligence within the Invoke Enrollment Tracking application considers any prior system outages, enrollment anomalies, day/date differences, and more to create an effective ideal enrollment path.

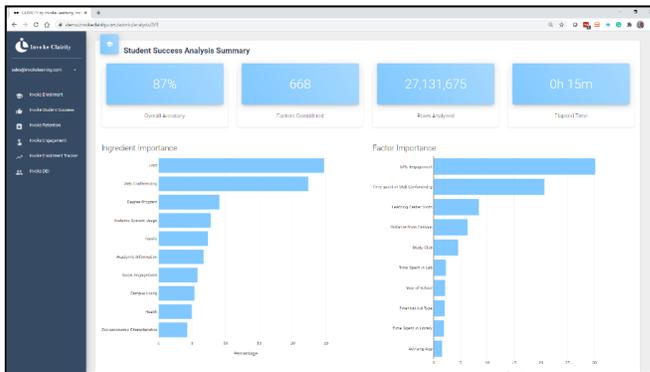
This is then overlaid with actual enrollment throughout the registration period so that administrators and staff can detect enrollment issues early and proactively address issues where enrollment may fall below the ideal enrollment path.

But why stop there? Invoke Enrollment Tracking also creates a projection for the future based on actual enrollment so that institutions can instantly see anticipated final enrollment for the term barring intervention. In this way, it can be easily seen that, for example, a 4% drop in enrollment three weeks into registration may eventually result in a 12% overall drop by census date.

Invoke Enrollment Tracking also displays specific enrollment trends key for the California Community Colleges, including credit, non-credit, CPCD, Special Admit, and more.

Invoke Enrollment

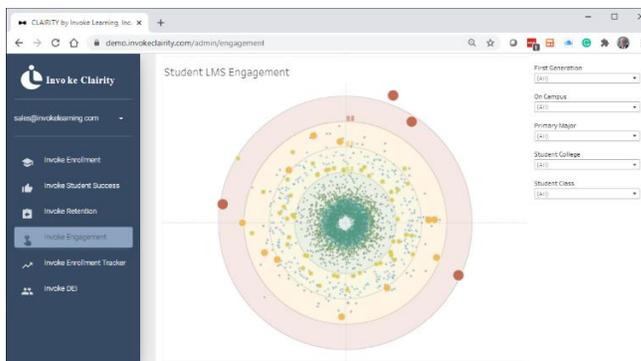
Why do students choose one college over another? Even more specifically, why do students choose to enroll with YOUR college? Invoke Enrollment offers institutions a unique ability to utilize both internal and publicly available information in order to better understand these motivators for each of the student communities within the institution every term.



To do this, Invoke Learning will bring in up to six (6) different data sources managed by the institution from student information and learning management systems, to application and testing data. Invoke Learning will also add an array of curated publicly available data sets from organizations like the Bureau of Labor Statistics, the National Institute of Health, and more. In order to better understand environmental and societal influences

Invoke Engagement

Student engagement is the key to success, regardless of whether students are in-class or virtual. Invoke Engagement empowers educators and administrators to quickly identify which students are engaging and disengaging each day of the term via a unique “Engagement Fingerprint” that utilizes dozens of unique educational attributes and behaviors.



Every student is then mapped onto the student engagement chart. Students with positively aligned engagement fingerprints cluster towards the center of the chart while students with disaligned patterns of engagement begin to drift towards the outer bands where they are more quickly identified. Quickly filter this to identify relevant groups of students by level, major, demographic characteristics, and more.

Consulting

In addition to the six-month pilot of the Invoke Enrollment Pack, Invoke Learning will also provide consulting services to RSCCD composed of three distinct phases, each lasting no less than two (2) months.

Phase One: Review, Design, and Ramp-up for Development

The first phase will see the heaviest involvement from Invoke Learning resources. At the direction of the Assistant Vice Chancellor, Information Technology Services, Invoke Learning will conduct a deep review of existing Data Integrity, Data Quality, and Data Governance recommendations and progress in addition to reviewing documents, agreements, job descriptions, budgetary requirements and more for the design and implementation of a successful data ecosystem.

This information will be used to design an actionable architectural framework and recommendations relating to approach, technology stacks, vendors, and estimated pricing of an achievable solution that provides measurable benefits to RSCCD. This phase may also include actionable guidance relating to current activities so as to ensure they position the district appropriately for continued growth.

The final portion of this phase will be assistance in positioning resources, constituents, and potential vendor partners in preparation for Phase Two.

Activities that may be included within Phase 1 could include:

- **Interviews:** Conduct interviews with relevant members of the RSCCD information technology team and, as needed, other RSCCD resources.
- **Existing and Future Data Systems:** Evaluate Systems that may include data to be used in the Strategic Roadmap.
- **Skillsets:** Assess the skill inventory of related staff.
- **Budget:** Review budgets and other available financial resources that may be available.
- **Technology Roadmap/Strategy:** Integrate existing strategies or roadmaps that are relevant to the Strategic Roadmap or Information Ecosystem.
- **Existing Documentation/Standards:** Include existing relevant documentation or institutional standards. May include data governance, master data management, technology standards, etc.
- **Departmental Organization:** Advise on current and proposed organizational chart, including roles and responsibilities. May also include job descriptions, titles, etc.
- **Contracts, Agreements, MOUs:** Review existing relationships that may be relevant.
- **Other applicable infrastructure:** This includes computing infrastructure that may be impacted by or possibly contributing to the Strategic Roadmap.



Phase Two:

Phase Two will continue to focus on in-progress activities and guidance ensuring that these efforts continue to align to a successful implementation of new data capabilities. This phase will introduce additional architectural models and frameworks to capitalize on existing efforts.

During this time, Invoke Learning will also introduce potential vendors that provide capabilities appropriate to and desired by RSCCD and can, upon request, help negotiate favorable pricing and terms.

The conclusion of Phase Two should see the RSCCD data and information teams now fully executing on a variety of defined “action plans” that will ensure that the district is able to move forward confidently in the development of more advanced data capabilities.

Phase Three:

Phase Three is ongoing advisory and consulting support that will be made available in order to help RSCCD stay on course in the face of changing technologies, approaches, and requirements.



Proposal Timing and Considerations

Invoke Learning expects each phase to last approximately two months and may include pauses between phases where such advising and consulting may not be as necessary.



Assumptions and Constraints

To facilitate this project, Invoke Learning should be provided the items listed below.

- Access to resources, documentation, and designated personnel to be interviewed
- A copy of any existing policy, practices, and procedures, if applicable
- Information Systems details and diagrams, if applicable
- Current inventory of mission critical information and analytics applications
- Coordination with support vendors, if applicable

Schedule of Payment (Investment)

1. 6-Month Trial of Invoke Enrollment Pack: **\$25,000**

- a. Payment will be invoiced upon agreement on NET30 terms.
- b. RSCCD will receive five (5) user licenses for each application.
- c. RSCCD may select up to six (6) institutional data sources for use by Invoke Applications
- d. Option to extend 6 additional months: **\$25,000**

2. Data Advisory and Consulting Support: **\$60,000**

- a. Phases
 - i. Phase One: **\$30,000** (120 hours)
 - ii. Phase Two: **\$20,000** (80 hours)
 - iii. Phase Three: **\$10,000** (40 hours)
- b. Payment will be invoiced at the beginning of each phase on NET30 terms
- c. Time and cost estimates for each phase to be agreed upon and accepted by RSCCD in advance of work being completed.
 - i. Discussions for the purposes of time and cost estimation are at no charge.
- d. Additional hours may be added in any phase (subject to availability of resources)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: October 12, 2020
Re: Approval of Agreement with Ellucian Inc. for Colleague Application Hosting Services	
Action: Request for Approval	

BACKGROUND

On September 14, 2015, the Board of Trustees approved an agreement with Ellucian Inc. for Application Management Services with the future option to upgrade into Application Hosting Services in the Ellucian cloud. On April 2016, the Board of Trustees approved the option to upgrade from Application Management Services to Application Hosting Services for the District's Enterprise Resource Planning (ERP) application and Student Information System (SIS) through a five-year contract. In 2019 the District negotiated new terms and conditions for the agreement, along with an amendment for cost increases of \$374,862 and a contract term of 14 months ending in October 14, 2020. This amendment was approved by the Board of Trustees on December 9, 2019.

These services support the hosting of mission critical applications, including Colleague UI, Web Advisor, Self Service, Ellucian Mobile and ImageNow, which are hosted directly by Ellucian Inc.

ANALYSIS

The District has been using consulting advisory services to identify more affordable cloud hosting solutions. Although cost saving alternatives have been found, the effort to transition to them is significant and requires a considerable amount of planning and time to complete. As such, the administration recommends continuing to contract with Ellucian Inc. for cloud application hosting services while the District develops a plan of action to move to a more cost-effective solution with minimal disruption.

The proposed agreement for continued application hosting services will commence October 15, 2020 and end September 30, 2021 at a total cost of \$800,384.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Agreement with Ellucian Inc. for Colleague Application Hosting Services as presented.

Fiscal Impact: \$800,384	Board Date: October 12, 2020
Prepared by: Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	



CLOUD SERVICES RENEWAL ORDER FORM

ELLUCIAN COMPANY L.P. (“Ellucian”)

Client Information:

Client Name: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (“Client”)

This Cloud Services Renewal Order Form (“Order Form”) amends the Managed Services Agreement dated September 25, 2015 between the parties, and is subject to the terms and conditions as previously amended including the Addendum to the Managed Services Agreement dated December 16, 2019 (the “Agreement”).

Underlying

Agreement:

This Cloud Services Renewal Order Form (“Order Form”) amends the Managed Services Agreement dated September 25, 2015 between the parties, and is subject to the terms and conditions as previously amended including the Addendum to the Managed Services Agreement dated December 16, 2019 (the “Agreement”).

Description	Monthly Fees
The Services to be provided during the term of this Order Form will commence on October 15, 2020 (the “Commencement Date”) and will terminate on September 30, 2021 (the “Expiration Date”). The period between the Commencement Date and the Expiration Date will be referred to as the “Term” of this Order Form. The term of the Agreement will be extended by this Order Form such that the Agreement and this Order Form will be coterminous. During the Term of this Order Form, the Services to be provided by Ellucian will remain as set forth in Exhibit 1 – Statement of Work attached to the Agreement. The Service Configuration and Hosted Systems Inventory set forth on the Schedule A of the Agreement is superseded and replaced by the Service Configuration and Systems Inventory set forth on the Schedule A attached to this Order Form as Attachment 1.	See Attachment 2

PAYMENT TERMS: Ellucian will submit monthly invoices in accordance with the payment schedule set forth in the attached Attachment 2. Invoices will be issued monthly by Ellucian in accordance with the invoicing provisions of the Agreement. Payments are to be remitted in accordance with the payment terms of the Agreement. For the avoidance of doubt, the amounts indicated on Attachment 2 to this Order Form are in addition to and not in lieu of all other amounts payable under the Agreement and any other amendment(s) thereto.

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. The Agreement, as amended by this Order Form, remain unchanged and in full force and effect.

Ellucian

Client

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date Signed: _____

The last date of signature above is the “Execution Date” of this Order Form.

Client
Billing Contact Information

Name: _____

Address: _____

City, State, Zip: _____

Email Address: _____

Purchase Order #:
(if applicable) _____

ATTACHMENT 1

Schedule A to Exhibit 1		
Service Configuration and System Inventory		
Client Name:	Rancho Santiago Community College District	
Total FTE (IPEDS/ Intl Equiv.):	20,672	
Application Inventory		
Core ERP Application:	Production Instance	Non-Production Instance
Description	Count	Count
Colleague ERP Base (Database, Application, Self-Service, WebAdvisor, UI, SA Valet, Payment Gateway Interface, Ethos Identity, Ethos Integration)	1	3
Product Components:	Production Instance	Non-Production Instance
Description	Count	Count
Ellucian Mobile	1	1
Source4	1	1
Ellucian Content Management (ECM) Perceptive ImageNow	1	1
Colleague PROD DB Upsize (10x)	1	N/A
Colleague SQL Reporting Database	1	1
Colleague Custom Objects Database	1	1
Baseline Integrations		
Function	Path	Protocol
Upload or Download of data	Internet, Site to Site VPN, Cloud Peer	Secure File Transfer
System Printing from ERP	Site to Site VPN, Cloud Peer	UNIX Print
Directory Authentication*	Site to Site VPN, Cloud Peer	Secure LDAP
Integrations through Ellucian standard web services APIs	Internet, Site to Site VPN, Cloud Peer	HTTP/Secure HTTP
*Authentication is based on the Client's directory.		

ATTACHMENT 2

Payment Schedule

MONTH	FY 2020-2021
October	\$38,007
November	\$69,307
December	\$69,307
January	\$69,307
February	\$69,307
March	\$69,307
April	\$69,307
May	\$69,307
June	\$69,307
July	\$69,307
August	\$69,307
September	\$69,307
ANNUAL TOTALS:	\$800,384

Notes:

- ¹ The fees expressed above are for services provided during the term commencing on the Commencement Date of this Order Form and ending on the Expiration Date of this Order Form.
- ² All fees include all out-of-pocket expenses incurred by Ellucian for performance under the Statement of Work attached to the Agreement.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES OFFICE**

To:	Board of Trustees	Date: October 12, 2020
Re:	Adoption of Board of Trustees Annual Self-Evaluation Instrument, List of Designated Recipients, and Self-Evaluation Timeline	
Action:	Request for Approval	

BACKGROUND

In accordance with Board Policy 2745, the Board Policy Committee met on September 2, 2020, to review the survey instrument to be used for the Board’s self-evaluation.

ANALYSIS

Board Policy 2745 stipulates that the Board will conduct its self-evaluation no later than December. The following self-evaluation process has been developed in order to complete the process by the December 7, 2020, Board meeting:

- October 12, 2020 - Board designates individuals to provide input to the Board using the self- evaluation instrument.
- October 13, 2020 - Staff/Students/Community complete Board’s self-evaluation instrument. October 28, 2020
- November 9, 2020 Board reviews tabulated input from designated individuals and conducts annual self-evaluation meeting.
- November 10, 2020 - Board members complete self-evaluation instrument.
November 25, 2020
- December 7, 2020 Board reviews and discusses tabulated self-evaluation results and creates annual unit goals.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the self-evaluation survey instrument, the list of designated individuals who will receive the survey, and the self-evaluation timeline outlined above.

Fiscal Impact: None	Board Date: October 12, 2020
Prepared by: Debra Gerard, Executive Assistant to the Chancellor	
Submitted by: Marvin Martinez, Chancellor	
Recommended by: Marvin Martinez, Chancellor	

Rancho Santiago Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2745 Board Self-Evaluation

References:

ACCJC Accreditation Standard IV.C.10 (formerly IV.B.1.e & g)

Effective and efficient governing board operations are an integral part of sound policy making and broad oversight that lead to successful educational programs and student learning outcomes. The board is committed to assessing its own performance as a board in order to identify its strengths and areas in which it may improve its functioning in carrying out its responsibilities to the citizens of the Rancho Santiago Community College District.

For its self-evaluation the board shall be evaluated as a whole and not as individuals. The evaluation will focus on the internal board operations and performance. Board members shall develop goals which will be used in the self-evaluation process. A self-evaluation instrument will be based on these goals and not goals set for the district. The self-evaluation process shall include the establishment of strategies for improving board performance. Policies and goals will be reviewed and updated for the following year's self-evaluation. The student trustee will participate in the self-evaluation process.

No later than the end of September of every year the Board Policy Committee shall recommend to the full board a self-evaluation instrument and process to be used in board self-evaluation, as well as any changes to the list of individuals who will receive a copy of the instrument. The board shall promptly review and act on these recommendations. Any self-evaluation instrument shall incorporate criteria contained in these board policies regarding board operations, criteria defining board effectiveness as defined by recognized practitioners in the field and any other criteria the board determines would enhance the goal of identifying the board's strengths and areas in which it might improve its functioning.

The board is committed to having an annual self-evaluation meeting no later than December, at a date selected at the board's annual organizational meeting. All trustees will attend this self-evaluation meeting which will be open to the public, and district students, employees, and residents will be encouraged to attend and provide input to the board at the meeting.

Board members will be given the self-evaluation instrument prior to the annual self-evaluation meeting but shall not complete the self-evaluation instrument until after the meeting. The completed and signed instrument shall be submitted to an office designated by the Board President. The results will be tabulated and discussed at the next board meeting. The results will be widely communicated and maintained in the district office. The results will be used to identify accomplishments in the past year and goals for the following year that will be reviewed and updated annually.

Some district students, employees, and residents will, because of their position or regular attendance at board meetings, have some familiarity with internal board operations and performance so as to provide meaningful input to the board in their self-evaluation process. Therefore, prior to the board's self-evaluation meeting, the board shall make available the self-evaluation instrument to a list of individuals which will include but not be limited to the associated student government officers, officers of the academic senates, the college presidents, the chancellor, vice chancellors, assistant vice chancellors, officers of the district's employee unions, community members who serve on the district bond oversight committees or foundations, accreditation representatives at each college, Chief/District Safety & Security, Lieutenants/Safety & Security, ten community members, five part-time faculty members, five full-time faculty members, five administrators, five department chairs, five students, and ten members of the classified staff. Any input from these individuals shall be given and reviewed at the self-evaluation meeting.

In addition, any student, community member, or employee shall be entitled to provide input to the board at the board's self-evaluation meeting.

Revised: October 12, 2015 (Previously BP9022)

References Updated: March 16, 2015

Revised: October 24, 2016

2020 Board Self-Evaluation Proposed Timeline

Board Policy 2745 stipulates that the Board will conduct its self-evaluation no later than December. The following self-evaluation process has been developed in order to complete the process by the December 7, 2020, Board meeting:

- October 12, 2020 - Board designates individuals to provide input to the Board using the self-evaluation instrument.
- October 13, 2020 - Staff/Students/Community complete Board's self-evaluation instrument.
October 30, 2020
- November 9, 2020 Board reviews tabulated input from designated individuals and conducts annual self-evaluation meeting.
- November 10, 2020 - Board members complete self-evaluation instrument.
November 27, 2020
- December 7, 2020 Board reviews and discusses tabulated self-evaluation results.



RSCCD Board of Trustees' Self-Evaluations, 2020

The Board of Trustees conducts an annual self-evaluation focusing on internal board operations and performance. The Trustees have reviewed input from students, employees, and community members who, because of their positions or regular attendance at board meetings, have some familiarity with board operations and performance. Board members will now evaluate themselves as a unit using the same instrument that students, employees and community members used to give input to the board.

1. Board Organization and Operation

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	<input type="radio"/>				
Board members respect each others' opinions.	<input type="radio"/>				
The board conducts its meetings in compliance with state laws, including The Brown Act.	<input type="radio"/>				
Board members understand that they have no legal authority beyond board meetings.	<input type="radio"/>				
Board members regularly seek the opinion of the student trustee.	<input type="radio"/>				

2. Policy Role

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board meetings focus on policy issues that relate to board responsibilities.	<input type="radio"/>				
The board focuses on policy in board discussion, not administrative matters.	<input type="radio"/>				
The board is knowledgeable about the mission and purpose of the institution.	<input type="radio"/>				
The board clearly delegates the administration of the colleges to the chancellor.	<input type="radio"/>				
Through the chancellor, the board ensures compliance with federal and state laws and measures for emergency response.	<input type="radio"/>				

3. Strategic Planning

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board understands the budget process.	<input checked="" type="radio"/>				
The board gives adequate attention to the mission, goals, and future planning of the district.	<input type="radio"/>				
The board regularly develops and reviews goals for continuous improvement.	<input checked="" type="radio"/>				
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	<input type="radio"/>				
The board understands the colleges' educational programs and services.	<input checked="" type="radio"/>				
The board is appropriately involved in defining the vision and goals of the district.	<input type="radio"/>				
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	<input checked="" type="radio"/>				
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	<input type="radio"/>				
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	<input checked="" type="radio"/>				

4. Board Relations with the Chancellor, Presidents, Faculty, and Staff

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	<input checked="" type="radio"/>				
The board keeps the chancellor informed of community contacts.	<input type="radio"/>				
The board follows a procedure for annual evaluations of the chancellor.	<input checked="" type="radio"/>				
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	<input type="radio"/>				
The board and chancellor have a positive, cooperative relationship.	<input checked="" type="radio"/>				
The board understands its role and that of the chancellor, presidents, faculty, and staff.	<input type="radio"/>				
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	<input checked="" type="radio"/>				
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	<input type="radio"/>				
The board follows communication procedures with staff, ensuring the chancellor is informed of such communication.	<input checked="" type="radio"/>				
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	<input type="radio"/>				

5. Community Relations - Advocacy

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board members are knowledgeable about community college and state-related issues.	<input checked="" type="radio"/>				
The board acts as an advocate for community colleges.	<input type="radio"/>				
Board members participate actively in community activities.	<input checked="" type="radio"/>				
Board agendas include legislative and state policy issues that will impact the district.	<input type="radio"/>				
Board members act on behalf of the entire community.	<input checked="" type="radio"/>				
The board recognizes and celebrates positive accomplishments of the district and colleges.	<input type="radio"/>				
The board works to build a positive image of the district in the community.	<input checked="" type="radio"/>				
Board members adhere to policies for dealing with college, community citizens, and the media.	<input type="radio"/>				
The community and district employees are aware of who the elected trustees are and their role in district governance.	<input checked="" type="radio"/>				

6. Board Leadership, Ethics, and Standards of Conduct

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board understands collective bargaining and its role in the process.	<input checked="" type="radio"/>				
The board practices appropriate collegial consultation (participatory governance).	<input type="radio"/>				
The board maintains confidentiality of privileged information.	<input checked="" type="radio"/>				
The board makes decisions in the best interest of students, the colleges, and the entire district.	<input type="radio"/>				
The board operates ethically without conflict of interest following established board policies.	<input checked="" type="radio"/>				
Board members participate in trustee development activities.	<input type="radio"/>				

7. How useful do you think this questionnaire is to the Board's self-evaluations process?

- Very useful
- Somewhat useful
- Neutral
- Not very useful

Comment

8. What are the Board's greatest strengths?

9. What are the major accomplishments of the Board in the past year?

10. What are the areas in which the Board could improve?

Please advise Debra Gerard that you have completed the survey.

**DESIGNATED RECIPIENTS OF
BOARD OF TRUSTEES SELF-EVALUATION INSTRUMENT**

October 12, 2020

Associated Student Government Officers
Academic Senates Officers
Chancellor
College Presidents
College Vice Presidents
Vice Chancellors
Assistant Vice Chancellors
Officers of the District's employee unions
Community members who serve on the District Bond Oversight Committees
Community members who serve on the Foundations
Accreditation representatives at each college
Chief, District Safety & Security
Lieutenants, Safety & Security
10 Community Members
5 Part-Time Faculty Members
5 Full-Time Faculty Members
5 Administrators
5 Department Chairpersons
5 Students
10 Classified Staff Members

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

October 12, 2020

MANAGEMENT

Amendment to Employment Agreement/Attachment #1

O'Connor, Adam M.
Interim Vice Chancellor
Business Operations & Fiscal Services
District

FACULTY

Adjusted Leave of Absence

Castellanos, Mary	Effective: August 24, 2020 – December 12, 2020
Counselor	To: August 10, 2020 – September 8, 2020
Counseling Division	To: Partial Banked Leave Withdrawal – 3.00 LHE
Santa Ana College	To: Partial Banked Leave Withdrawal – 3.28 LHE (21 days)

Beyond Contract/Overload Stipend

Hoffman, Elizabeth	Effective: September 30, 2020
Professor/Coordinator/Health Center Nurse	Amount: \$5,400.00
Health & Wellness Center	Reason: Miscellaneous Student Services/ Health & Wellness Center (Project #3282)
Enrollment & Support Services	
Santiago Canyon College	

Part-time New Hires/Rehires

Cleeland, Scott W.	Effective: September 28, 2020
Instructor, Fire Technology/Ladders	Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Human Services & Technology Division	
Santa Ana College	

Krie, Austin W.	Effective: September 28, 2020
Instructor, Fire Technology/Ladders	Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Human Services & Technology Division	
Santa Ana College	

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
October 12, 2020

Page 2

FACULTY (CONT'D)

Part-time New Hires/Rehires

Snow, Brian
Instructor, Criminal Justice/Crisis Intervention
Human Services & Technology Division
Santa Ana College

Effective: October 12, 2020
Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01

**AMENDMENT TO RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT (“Amendment”), dated as of October 1, 2020, is entered into between the Rancho Santiago Community College District (the “District”) and Adam O’Connor (“Administrator”) (collectively, the “Parties”), in light of the following facts:

RECITALS

WHEREAS, District and Administrator previously entered into that certain Rancho Santiago Community College District Classified Administrator Employment Agreement, dated effective as of July 1, 2012 (“Agreement”), by which the District employs Administrator as Assistant Vice Chancellor of Business Operations and Fiscal Services.

WHEREAS, the District wishes to offer, and Administrator wishes to accept, a temporary appointment as Interim Vice Chancellor of Business Operations and Fiscal Services on the terms and conditions set forth below.

WHEREAS, the Parties wish to amend the terms of the dispute resolution mechanisms contained in Section 23 and Attachment A of the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. **NEW POSITION**. The District hereby transfers the Administrator out of his current position and into the position of Interim Vice Chancellor of Business Operations and Fiscal Services (the “Position”).
2. **TERM OF INTERIM APPOINTMENT**. The term of Administrator's appointment to serve in the Position shall commence October 1, 2020 and end on the earlier of (a) June 30, 2021; (b) the date on which a new Vice Chancellor for Business Operations and Fiscal Services is appointed by the District; or (c) the date that is thirty (30) calendar days after the District has provided Administrator notice of termination of Administrator's service in the Position.
3. **TERMINATION**. Upon the termination of Administrator's term in the Position, for whatever reason, and unless otherwise agreed by the Parties, Administrator shall return to his former position or a new position to be determined at that time with pay at the level that is appropriate for that former position or new position.
4. **SALARY**. For the period of time during which Administrator serves in the Position, the District shall pay an annual salary to Administrator in the amount of \$219,725.61 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a twice per month basis. District reserves the right to increase the salary of Administrator during the term of the Position, but any such increase shall not be construed as an indication that Administrator's term in the Position shall be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of his service in the Position as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District or other Administrators. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

5. **TAX-SHELTERED ANNUITY.** During each academic year (July 1 through June 30), commencing as of October 1, 2020, for the remaining term of this Agreement, the District shall contribute Five Hundred Seventy-Nine Dollars and seven cents (\$579.07) per month to a tax-sheltered annuity selected by Administrator.

6. **DISPUTE RESOLUTION.** Section 23 and Attachment "A" of the Agreement are deleted in their entirety and replaced with a new Section 23 entitled "Dispute Resolution" and stating:

The Administrator and District hereby agree that any dispute, claim, or controversy arising out of the employment relationship which cannot be resolved through informal and discussions shall be submitted to binding arbitration before a neutral arbitrator. Such binding arbitration will be conducted in accordance with the terms and conditions set forth in the binding arbitration agreement attached as Exhibit "A" to this Agreement.

7. **ARBITRATION AGREEMENT.** The arbitration agreement attached hereto as Exhibit "A" amends and replaces the prior Exhibit "A" and is incorporated into the Agreement as Exhibit "A" as if fully set forth within it.

8. **LIMITED EFFECT.** Except for the specific amendments contained in this Amendment, the Agreement shall remain unchanged and in full force and effect.

9. **COUNTERPARTS; EFFECTIVENESS.** This Amendment may be executed in multiple counterparts (including facsimile and electronic ".pdf" copies thereof), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment shall become effective upon the execution of this Amendment by each of the parties hereto.

IN WITNESS WHEREOF, District and Employee have executed this Amendment.

"Employee"

"District"

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Adam O'Connor
Dated: October 12, 2020

By: _____
Name: Marvin Martinez
Title: Chancellor
Dated: October 12, 2020

EXHIBIT "A"

MUTUAL AGREEMENT TO BINDING ARBITRATION OF CLAIMS

This Mutual Agreement to Binding Arbitration of Claims ("Arbitration Agreement") is entered into by and between Adam O'Connor ("Employee") and Rancho Santiago Community College District (the "District") (each, a "Party", and collectively, the "Parties") as of the date set forth below. Employee and District recognize that differences may arise between them arising out of Employee's employment with the District. The Parties understand and agree that by entering into this Arbitration Agreement, each of them gains the benefits of a speedy, impartial, final, and binding dispute resolution procedure.

1. Claims Covered By This Arbitration Agreement. Employee and the District agree to arbitrate any claim, dispute, and/or controversy that either Employee may have against the District (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or the District may have against Employee, arising from, related to, or having any relationship or connection whatsoever with Employee's seeking employment, Employee's employment, or Employee's other association with the District. Included within the scope of this Arbitration Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise.

Both Employee and the District waive any right to pursue claims in arbitration (or in court or any other forum) on a class, collective, or representative basis. To the full extent permitted by law, all disputes between the Parties must be resolved on an individual basis only. In no circumstance shall an Arbitrator have authority to preside over any claim on a class, collective, or representative basis. Any dispute over the enforceability of this Agreement, including but not limited to the Parties' waiver of their right to pursue claims on a class, collective, or representative basis, shall be resolved by the court and not an Arbitrator.

This waiver does not apply to Employee's right to bring a representative action in court (but not in arbitration) under the California Labor Code Private Attorneys General Act of 2004 or other, similar laws which permit employees to bring a representative action to recover civil penalties and other relief that are otherwise only recoverable by the State of California acting through any of its departments, divisions, commissions, boards, agencies or employees.

2. Claims Not Covered By This Arbitration Agreement. This Arbitration Agreement expressly does not cover, and does not apply to, claims arising under the National Labor Relations Act which are actually brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or as otherwise required by state or federal law. In the event it is determined that one or more of Employee's claims against the District are not arbitrable, the Parties agree that the arbitrable claims will be resolved first pursuant to this Arbitration Agreement, and any non-arbitrable claims shall be stayed pending the resolution of the arbitrable claims. Nothing herein shall prevent Employee from filing and pursuing proceedings before the California Department of Fair Employment and Housing, the United States Equal Employment Opportunity Commission, the National Labor Relations Board, or other similar administrative agency (although if Employee chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Arbitration Agreement). This Arbitration Agreement does not cover any small claims action which either Employee or the District actually bring pursuant to California Code of Civil Procedure § 116.110 et seq., as well as any claim requiring injunctive relief.

3. Notice. The District and Employee agree that the aggrieved Party must give written notice of any claim to the other Party as set forth herein. Written notice to the District shall be sent to Chancellor Marvin Martinez Rancho Santiago Community College District, 2323 N. Broadway, Santa Ana, CA 92706 with a copy to the Vice Chancellor, Human Resources at the same address. Employee will be given written notice at the last known address Employee provided to the District. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based, and the relief or remedy sought. The notice shall be sent to the other Party by certified or registered mail, return receipt requested.

4. Rules Governing Arbitration. Except as provided in this Arbitration Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Arbitration Agreement.

5. Arbitration Procedures. The District and Employee agree that, except as provided in this Arbitration Agreement, any arbitration shall be held by the Judicial Arbitration and Mediation Services (“JAMS”) pursuant to its Employment Arbitration Rules and Procedures then in effect. The Employment Arbitration Rules and Procedures of JAMS may be obtained at: <http://www.jamsadr.com/rules-employment-arbitration/>. Employee may also obtain a copy of these arbitration rules from the District. The Parties agree that the aggrieved Party must file his/her/its claim for arbitration with JAMS no later than the applicable statute of limitations as may be prescribed by law. Otherwise, the claim shall be void and deemed waived.

The arbitrator selected shall be a retired California Superior Court Judge (the “Arbitrator”). The arbitration shall take place in or near the city in which Employee worked as an employee with the District.

All California rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. The Parties shall conduct discovery in accordance with JAMS’ Employment Rules and Procedures then in effect. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which Employee worked as an employee with the District, or federal law, or both, as applicable to the claim(s). The Arbitrator is without jurisdiction to apply any different substantive law or law of remedies (including but not limited to, notions of “just cause”) other than such controlling law. The Arbitrator shall have the power to award any type of relief available in a court of competent jurisdiction including, but not limited to, attorney’s fees and costs, to the extent such relief is available under law. In any arbitration arising out of or related to this Arbitration Agreement, the Arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages. Either Party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic and/or video record of the proceedings. Should any Party refuse or neglect to appear for, or participate in, the arbitration hearing, the Arbitrator shall have the authority to decide the dispute based upon whatever evidence is presented.

The Arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. All communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). The Parties shall maintain the confidentiality of the arbitration proceeding and any award made by the Arbitrator, except as may be necessary to prepare for or conduct the arbitration, or except as may be necessary in connection with confirming an award, a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Either Party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator. The Arbitrator's decision shall include a written, reasoned opinion. The Arbitrator's decision shall be final and binding upon the Parties. Employee agrees and understands that any relief or recovery to which Employee is entitled from any claims arising out of employment shall be limited to that awarded by the Arbitrator.

Proceedings to enforce, confirm, modify or vacate an award will be controlled by and conducted in conformity with the Federal Arbitration Act, or applicable state law. The Parties shall be deemed to have consented that judgment upon the award may be entered in any court having jurisdiction thereof.

6. Arbitration Fees and Costs. The District will be responsible for paying any filing fee and the fees and costs of the Arbitrator; provided, however, that if Employee is the Party initiating the claim, he/she will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the California county in which he/she is (or was last) employed. Each Party shall pay for its own costs and attorney's fees in connection with litigating a dispute subject to this Arbitration Agreement; however, the Arbitrator may award a Party its attorney's fees and costs if the Arbitrator determines such Party is a prevailing party under applicable statutory law.

7. Requirements for Modification or Revocation. The Parties agree that this Arbitration Agreement shall survive the termination of Employee's employment with the District. It can only be revoked or modified by a writing signed by the Parties which specifically states the intent to revoke or modify this Arbitration Agreement.

8. Sole and Entire Agreement. This is the complete agreement of the Parties on the subject of arbitration of disputes. This Arbitration Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. No Party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Arbitration Agreement, except as specifically set forth in this Arbitration Agreement.

9. Construction. Should any portion of this Arbitration Agreement be declared or determined by any court or arbitrator to be illegal, invalid or unenforceable, the illegal, invalid, or unenforceable portion of this Arbitration Agreement shall be interpreted as narrowly as possible and shall be deemed stricken and severed from this Arbitration Agreement, and all other parts, terms, provisions and portions of this Arbitration Agreement shall remain unaffected and shall be given full force and effect.

10. Consideration. The promises by the District and by Employee to arbitrate differences, rather than litigate them before courts or other bodies, as well as Employee's employment with the District, provide consideration for each other.

11. Not an Employment Agreement. Employee understands that this Arbitration Agreement is not, and shall not be construed to create, any contract of employment.

12. Voluntary Agreement. Employee acknowledges that he/she has carefully read this Arbitration Agreement, that he/she understands its terms, that all the terms between Employee and the District covered in the Arbitration Agreement are contained in it, and that he/she has entered into the Arbitration Agreement voluntarily and not in reliance on any promises or representations by the District other than those contained in the Arbitration Agreement itself. Employee understands that by signing this Arbitration Agreement, Employee is giving up the right to a jury trial.

Employee further acknowledges that he/she has been given the opportunity to discuss this Arbitration Agreement with private legal counsel and has taken advantage of that right to the extent he/she wishes to do so.

“Employee”

“District”

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Adam O’Connor
Dated: October 12, 2020

By: _____
Name: Marvin Martinez
Title: Chancellor
Dated: October 12, 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
OCTOBER 12, 2020**

CLASSIFIED

Out of Class Assignment

Beiza, Rene
HR Analyst/ Human Resources/ District
Effective: 10/01/20 – 06/30/21
Grade L, Step 1 \$74,530.84
Confidential

Duenas, Veronica
HR Analyst/ Human Resources/ District
Effective: 10/01/20 – 06/30/21
Grade L, Step 5 \$90,584.88
Confidential

Change in Salary Placement

Motley, Elizabeth
District Safety Officer/ District
Effective: September 22, 2020
Grade 9, Step 6 + 10%L + 2.5% Bil + 1PG
(500) \$68,212.90
Change to Day Shift

Leave of Absence

Bunch, Peterson
Financial Aid Analyst/ SAC
Effective: 09/28/20 – 12/21/20
Reason: FMLA/Parental Leave

CLASSIFIED HOURLY

Leave of Absence

Nguyen, Joseph
Instructional Assistant/ Bus. Div./ SAC
Effective: 09/07/20 – 11/13/20
Reason: EPSL

Ratification of Resignation/Retirement

Rivera, Elke
Sr. Clerk/ Student Services/ SCC
Effective: September 21, 2020
Reason: Resignation

TEMPORARY ASSIGNMENT

Short Term Assignment

Kahn, John
Instructional Assistant/ Arts, Humanities &
Soc. Sci./ SCC
Effective: 10/13/20 – 12/13/20
Grade 5 \$19.31/Hour

Change in Temporary Assignment

Colondres, Hilda Sign Language Interpreter VII/ DSPTS/ SAC	Effective: 08/20/20 – 06/30/21 <i>Correction of Assignment</i>
Cruz, Jessica Instructional Assistant/ EOPS/ SAC	Effective: 09/15/20 – 06/30/21 Grade 5 \$19.31/Hour <i>Correction of Assignment</i>
Peralta, Amanda Learning Facilitator/ Student Services/ SCC	Effective: 09/15/20 -06/30/21 <i>Correction of Assignment</i>

Additional Hours for Ongoing Assignment

Corona, Jose Student Program Spec./ College Advancement/ SAC	Effective: 09/02/20 – 09/16/20 Not to exceed 19 consecutive working days in any given period.
Khan, Khadija Student Program Spec./ College Advancement/ SAC	Effective: 09/02/20 – 09/16/20 Not to exceed 19 consecutive working days in any given period.
Stenersen, Steven Student Services Spec./ Student Services/ SCC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Montes, Janet Student Services Coord./ Student Services/ SCC	Effective: 10/13/20 – 06/30/21
Phamle, Skyler Student Services Spec./ Enrollment/ SCC	Effective: 11/16/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

MISCELLANEOUS POSITIONS

Colondres, Hilda Sign Language Interpreter VII/ DSPTS/ SCC	Effective: 08/20/20 – 06/30/21
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SANTIAGO CANYON COLLEGE
Student Assistant New Hire List

Bartol, Andie
DelaTorre, Robert

Effective: 09/16/2020 – 06/30/2021
Effective: 10/05/2020 – 06/30/2021