

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

Board of Trustees (Regular meeting)

Monday, March 8, 2021

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 March 8, 2021, 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 madrigal_maria@rscgd.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 madrigal_maria@rscgd.edu. Submissions by email must be received prior to 3:00 p.m. on March 8, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF MARCH 8, 2021**. 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 his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes.

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Public Comment

Should you wish to participate in public comments or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing madrigal_maria@rscdd.edu. Submissions by email must be received prior to 3:00 p.m. on March 8, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF MARCH 8, 2021**. 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 his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes.

1.5 Approval of Minutes – Regular meeting of February 22, 2021 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 Recognition in Honor of Women’s History Month

2.0 **INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from Chancellor

2.2 Reports from College Presidents

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

2.5 Report from Classified Representative

2.6 Reports from Academic Senate Presidents

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Legislative Committee
- Board Policy Committee

3.0 **INSTRUCTION**

*3.1 Approval of Educational Affiliation Agreement between Santa Ana College (SAC) and Orange Unified School District Action

The administration recommends approval of the educational affiliation agreement between SAC and Orange Unified School District located in Orange, California, as presented.

- *3.2 Approval of Rancho Santiago Community College District Professional Services Agreement with Fusion Sport Inc. Action
The administration recommends approval of the RSCCD professional services agreement with Fusion Sport Inc. located in Boulder, Colorado, as presented.
- *3.3 Approval of Rental Agreement with East End Realty Partners I Action
The administration recommends approval of the rental agreement with East End Realty Partners I located in Costa Mesa, California, as presented.
- *3.4 Approval of Educational Affiliation Agreement with TLC Therapy Services Action
The administration recommends approval of the educational affiliation agreement with TLC Therapy Services located in Ontario, California, as presented.
- *3.5 Approval of Proposed Revision for the 2021-2022 Santiago Canyon College (SCC) and/or Catalog Addendum Action
The administration recommends approval of the proposed revision for the 2021-2022 SCC and/or catalog addendum, as presented.
- *3.6 Approval of Second Amendment to Professional Services Agreement with Substance Media, Inc. Action
The administration recommends approval of the second amended professional services agreement with Substance Media, 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 Budget Increases/Decreases and Budget Transfers, and Intrafund and Interfund Transfers Action
The administration recommends approval of budget increases, decreases and transfers, and intrafund and interfund transfers from February 9, 2021, to February 22, 2021.
- *4.3 Approval of Agreement with Knowland Construction Services for Project Inspection Services for Barrier Removal Library Restroom Renovation at Santa Ana College Action
The administration recommends approval of the agreement with Knowland Construction Services for project inspection services for the barrier removal library restroom renovation at SAC, as presented.

5.0 **GENERAL**

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Strong Workforce Program – Local Share (SAC & SCC) – \$753,021
Augmentation
- Strong Workforce Program – Regional Share (District) – \$4,874,853
Augmentation
- *5.2 Approval of Purchase of High Scope Educational Research Foundation Curriculum for Child Development Centers Action
The administration recommends the approval of the purchase of High Scope Educational Research Foundation Curriculum for the Child Development Centers, as presented.
- *5.3 Approval of Participation Agreement with Community College League of California (CCLC) Institution for Library Services Platform Action
The administration recommends the approval of the participation agreement with CCLC Institution for Library Services Platform, as presented.
- *5.4 Adoption of Resolution No. 21-02 Authorization to Join Statewide Association of Community Colleges Property and Liability Joint Powers Authority (JPA) Action
The Chancellor recommends adoption of Resolution No. 21-02 authorizing the withdrawal of membership in the Alliance of Schools Cooperative Insurance Program (ASCIP) property and liability program, and declaring membership in the Statewide Association of Community Colleges Joint Powers Authority and authorization be given to the Chancellor to execute on behalf of the District, the Joint Powers Agreement/Bylaws and accompanying claims administration agreement; and appoint himself as the District's official representative; and authorization be given to the Chancellor to appoint an alternate representative to the SWACC JPA.
- *5.5 Adoption of Resolution No. 21-03 Declaring Withdrawal of Membership in Alliance of Schools Cooperative Insurance Program (ASCIP) Workers Compensation Joint Powers Authority and Declaration of Membership in Protected Insurance Program for Schools and Community Colleges (PIPS) Joint Powers Authority Action
The Chancellor recommends adoption of Resolution No. 21-03 authorizing the withdrawal from ASCIP and authorizing the District's participation and membership in the Protected Insurance Program for School Joint Powers Authority; and authorization be given to the Chancellor to execute on behalf of the District, the Joint Powers Agreement; and appoint himself as the District's official representative; and authorization be given to the Chancellor to appoint an alternate representative to the Protected Insurance Program for Schools JPA.

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
 - f. Professional Experts

2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a]) (1 case)

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

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Alistair Winter, Assistant Vice Chancellor, Human Resources
 - a. Continuing Education Faculty Association (CEFA)

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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COMMENTS FOR THE MEETING OF MARCH 8, 2021. 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 his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes.

6.0 **HUMAN RESOURCES**

6.1 **Management/Academic Personnel**

Action

- Ratification of Resignations/Retirements
- Approval of 2021-2022 Tenure Review Recommendations for Faculty Association of Rancho Santiago Community College District (FARSCCD) Full-time Tenure Track Faculty
- Approval of 2021-2022 Tenure Recommendations for California School Employees Association (CSEA) Chapter 888 Child Development Teachers
- Approval of 2020-2021 Contract Extension Days
- Approval of Leaves of Absence
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-Paid Intern Services

6.2 **Classified Personnel**

Action

- Approval of Out of Class Assignments
- Approval of Leaves of Absence
- Approval of Professional Growth Increments
- Approval of Short Term Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Instructional Associates/Associate Assistants
- Approval of Student Assistant Lists

6.3 **Authorization for Board Travel/Conferences**

Action

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

7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on March 22, 2021, via Zoom.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
via Zoom
2323 North Broadway,
Santa Ana, CA 92706

Monday, February 22, 2021

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The Zoom meeting was called to order at 4:32 p.m. by Mr. Phil Yarbrough via video/teleconference. Other members present were Dr. Tina Arias Miller, Mr. David Crockett, Mr. John Hanna, Mr. Larry Labrado, Mr. Zeke Hernandez, Mr. Sal Tinajero, and Mr. Mariano Cuellar participated via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20.

Administrators present during the regular meeting via video/teleconference (Zoom) were Dr. Marilyn Flores, Ms. Tracie Green, Mr. Marvin Martinez, Mr. Adam O'Connor, Mr. Enrique Perez, and Mr. Jose Vargas. Ms. Maria Madrigal 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. Yarbrough, President, RSCCD Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

There are no additions or corrections to the agenda.

1.4 Public Comment

Ms. Stephanie Fondren spoke regarding a parking lot at Santa Ana College where students may access Wi-Fi from their vehicle.

Mr. Mark Smith, spoke regarding Faculty of Association of Rancho Santiago Community College District (FARSSCD) perceived conflict of interest in two hiring committees and FARSSCD not being represented on district committees.

Ms. Martin Sheryl, spoke regarding a perceived conflict of interest in two hiring committees and lack of FARSSCD representation on district committees.

1.5 Approval of Minutes

It was moved by Mr. Tinajero and seconded by Mr. Hernandez to approve the minutes of the regular meeting held February 8, 2021. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Labrado and seconded by Dr. Arias Miller to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Items 4.3 (Nonresident Fees for 2021-22) removed from the Consent Calendar by Mr. Yarbrough. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

3.1 Approval of Educational Affiliation Agreement with Two Trees Physical Therapy and Wellness, Golden Bear PT Partners, LLC

The board approved the educational affiliation agreement with Two Trees Physical Therapy and Wellness, Golden Bear PT Partners, LLC located in Ventura, California, as presented.

3.2 Approval of RSCCD Professional Services Agreement with Good News Travels, Inc.

The board approved the RSCCD professional services agreement with Good News Travels, Inc., located in Greenville, South Carolina, as presented.

3.3 Approval of Standard Clinical Affiliation Agreement with Emergency Ambulance Service, Inc.

The board approved the standard clinical affiliation agreement with Emergency Ambulance Service, Inc., located in Brea, California, as presented.

3.4 Approval of Educational Affiliation Agreement with iLead California

The board approved the educational affiliation agreement with iLead California, located in Acton, California, as presented.

3.5 Approval of First Amendment to College and Career Access Pathways a Dual Enrollment Partnership Agreement 2018-2019 between RSCCD and Santa Ana Unified School District (SAUSD)

The board approved the first amendment to the College and Career Access Pathways dual enrollment partnership agreement 2018-2019 between RSCCD and SAUSD, as presented.

1.6 Approval of Consent Calendar (cont.)

- 3.6 Approval of Second Amendment to Agreement between RSCCD and The Myers-Briggs Company (VitaNavis® Subscription Agreement Renewal)
The board approved the second amendment to agreement between RSCCD and The Myers-Briggs Company (VitaNavis® Subscription Agreement Renewal), as presented.
- 3.7 Approval of Proposed Revisions for the 2021–2022 Santa Ana College (SAC) Catalog
The board approved the proposed revisions for the 2021–2022 SAC Catalog, as presented.
- 4.1 Approval of Payment of Bills
The board approved the payment of bills as submitted.
- 4.2 Approval of Budget Increases/Decreases and Budget Transfers
The board approved the budget increases, decreases and transfers from January 26, 2021, to February 08, 2021.
- 4.5 Approval of Appointments for Measure Q Citizens’ Bond Oversight Committee
The board approved the appointments for the Measure Q Citizens’ Bond Oversight Committee, as presented.
- 4.6 Approval of Amendment to Agreement with Bernard Bros. Inc. for Construction Management Services for Science Center at Santa Ana College
The board approved the amendment to agreement with Bernard Bros. Inc. for construction management services for the Science Center at SAC, as presented.
- 4.7 Approval of Amendment to Agreement with McCarthy Building Companies, Inc. for Lease-Leaseback Construction Services for Science Center at Santa Ana College
The board approved the amendment to agreement with McCarthy Building Companies, Inc. for lease-leaseback construction services for the Science Center at SAC, as presented.
- 4.8 Ratification of Award of Bid #1394 for Welding Concrete Masonry Unit (CMU) Wall Extension at Santa Ana College
The board ratified awarding Bid #1394 for welding CMU wall extension at SAC, as presented.
- 4.9 Ratification of Award of Bid #1395 for Parking Ticket Kiosk Project at Santa Ana College
The board ratified awarding Bid #1395 for parking ticket kiosk project at SAC, as presented.

1.6 Approval of Consent Calendar (cont.)

4.10 Acceptance of Completion of Bid #1391 for Parking Ticket Kiosk Project at Santiago Canyon College (SCC) and Approval of Recording a Notice of Completion

The board accepted Bid #1391 for the parking ticket kiosk project at SCC and approved recording a notice of completion, as presented.

4.11 Approval of Amendment to Agreement with IDS Group, Inc. for Peer Review Services for Orange Education Center Site Remediation Project at Santiago Canyon College

The board approved the amendment to agreement with IDS Group, Inc. for peer review services for the Orange Education Center site remediation project at SCC, as presented.

4.12 Approval of Agreement with SVA Architects, Inc. for Architectural and Engineering Services for Barrier Removal Lot 2 & 7 Crosswalk Repairs Project at Santiago Canyon College

The board approved the agreement with SVA Architects, Inc. for architectural and engineering services for the barrier removal Lot 2 & 7 crosswalk repairs project at SCC, as presented.

4.13 Approval of Agreement with Pacific Rim Architects for Architectural and Engineering Services for Access Control Upgrades at Santa Ana College, Santiago Canyon College, and Digital Media Center (DMC)

The board approved the agreement with Pacific Rim Architects for architectural and engineering services for access control upgrades at SAC, SCC, and DMC, as presented.

4.14 Approval of Purchase Orders

The board approved the purchase order listing for the period December 6, 2020, through January 9, 2021, as presented.

5.1 Approval of Resource Development Items

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

- California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant V (District) \$54,000

1.7 Presentation of District Annual Financial Audit

Mr. Rick Alonzo provided a presentation on the District annual financial audit. Board members received clarification on data related to the presentation from Mr. Alonzo.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

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

2.3 Report from Student Trustee

Mr. Cuellar provided a report to the board.

2.4 Reports from Student Presidents

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

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

2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the February 16, 2021, Board Facilities Committee meeting.

Dr. Arias Miller provided a report on the February 11, 2021, Board Institutional Effectiveness Committee meeting.

3.0 INSTRUCTION

Items 3.1 through 3.7 were approved as part of Item 1.6 (Consent Calendar).

3.8 Ratification of Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in Association with Eastside Family Medical Associates, Inc.

It was moved by Mr. Tinajero and seconded by Mr. Crockett to approve the ratification of agreement for COVID-19 testing services with Medica Testing Group, Inc. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, and 4.5 through 4.14 were approved as part of Item 1.6 (Consent Calendar).

4.3 Approval of Nonresident Fees for 2021-22

It was moved by Mr. Labrado and seconded by Mr. Hernandez to approve the nonresident fees for 2021-22. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.4 Receive and Accept RSCCD Audit Reports for Fiscal Year ended June 30, 2020

It was moved by Mr. Hernandez and seconded by Mr. Crockett to receive and accept the RSCCD audit reports for the fiscal year ended June 30, 2020. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

5.0 GENERAL

Item 5.1 was approved as part of Item 1.6 (Consent Calendar).

5.2 Board Member Comments

Mr. Hanna expressed appreciation to Dr. Flores for sending a mask along with a welcome card to SAC students and asked that SCC consider doing something similar.

Mr. Tinajero commended Dr. Flores and staff for the grand opening of the COVID-19 vaccination POD site at SAC. Mr. Tinajero reported that he participated in a meeting with City of Santa Ana officials and Memorial Care staff to discuss the allocation of vaccinations in Santa Ana; and invited Mr. Martinez to the next meeting.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:28 p.m. to consider the following items:

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

2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a]) (1 case)

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

Mr. Cuellar left the meeting at this time.

RECONVENE

The board reconvened at 7:38 p.m.

Closed Session Report

Mr. Crockett reported the board discussed public employment and existing litigation; and the board took no action during closed session.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Appointments
- Approve Interim Assignments
- Approve Leaves of Absence
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-Paid Intern Services

6.2 Classified Personnel

It was moved by Mr. Hernandez and seconded by Mr. Crockett to approve the following action on the classified personnel docket. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

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

6.3 Approval of Employee Calendar (2021-2022)

It was moved by Mr. Hernandez and seconded by Mr. Crockett to approve the Employee Calendar 2021-2022, as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

8.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on March 8, 2021, via Zoom.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 7:39 p.m.

Respectfully submitted,

Marvin Martinez, Chancellor

Approved: _____
Clerk of the Board

Minutes approved: February 22, 2021

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

To:	Board of Trustees	Date: March 8, 2021
Re:	Approval of Educational Affiliation Agreement between Santa Ana College and Orange Unified School District	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. At the December 14, 2020 Rancho Santiago Community College District Board of Trustees (“Board”) meeting, an Educational Affiliation Agreement with Orange Unified School District (“Agreement”) was approved. Upon review by the agency Orange Unified School District (OUSD), it was noted that in the first paragraph of the Agreement, OUSD could be listed as either a Clinical Facility or Agency. OUSD has requested consistency of identifying them throughout the Agreement by using the term “Agency” solely. This minor change has been approved by all parties and a new Educational Affiliation Agreement with Orange Unified School District (“New Agreement”) is being resubmitted for Board approval to replace the previously submitted Agreement. This New Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Educational Affiliation Agreement between Santa Ana College and Orange Unified School District, as presented.

Fiscal Impact:	None	Board Date: March 8, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Orange Unified School District (“Agency”), located at 1401 North Handy Street, Orange, CA 92867.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

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

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

A. For the Program in General

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

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Confidentiality of Patient Records

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

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

C. Indemnification

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

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

D. Insurance:

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

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

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

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

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

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

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

PART VI. **OTHER TERMS AND CONDITIONS**

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

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

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

If to Agency:

Orange Unified School District
Attn: Human Resources
1401 North Handy Street
Orange, CA 92867

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

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

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

Agency: Orange Unified School District	District: Rancho Santiago Community College District, on behalf of the Santa Ana College Speech- Language Pathology Assistant Program
Signature: _____	Signature: _____
Name: _____	Name: <u>Adam M. O'Connor</u>
Title: _____	Title: <u>Interim Vice Chancellor</u>
_____	<u>Business Operations/Fiscal Services</u>
Date: _____	Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: March 8, 2021
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with Fusion Sport Inc.	
Action:	Request for Approval	

BACKGROUND

The Criminal Justice Academies would like to purchase Smartabase Human Performance Tracking Software from Fusion Sport Inc. to enhance its Peace Officer Fitness training. Strong Workforce Program grant funds will be utilized for this procurement.

ANALYSIS

This new Rancho Santiago Community College District Professional Services Agreement with Fusion Sport Inc. (“Agreement”) identifies the services and responsibilities of the District and the Contractor, including the scope of work and detailed schedule of payment. The Agreement governs one (1) year of software usage in effect from April 1, 2021 through March 31, 2022 or until terminated by either party and includes a cost of \$34,100.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Fusion Sport Inc., located in Boulder, Colorado, as presented.

Fiscal Impact:	\$34,100	Board Date: March 8, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College Criminal Justice Academies and Fusion Sport Inc., having its principal business address located at 2935 Baseline Road #102 Boulder, CO 80303 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 April 1, 2021, whichever is later, and shall continue in full force and effect thereafter until and including March 31, 2022 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

giving a written notice of termination.

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Thirty-Four Thousand One Hundred Dollars (\$34,100) ("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: Interim Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, CA 92706

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

Contractor: Markus Deutsch, CEO
2935 Baseline Road #102
Boulder, CO 80303

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, on behalf of Santa Ana College Criminal Justice Academies

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Mark Deutsch

Print Title: Chief Executive Officer

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

A Scope of Work should include at least all of the following:

- **Project scope:** Describe the work being provided, including any work plan. Define required deliverables, if any, and their due dates. Set unambiguous schedule, milestones, performance standards and acceptance criteria, and due dates. Identify any project issues you have encountered or anticipate that may impact the work, such as intellectual property issues, deliverables, or PHI (Protected Health Information).
- **Physical location:** Describe or provide an address where the work will be performed. (Will they be doing the work on-site or remotely)
- **Supplies and equipment:** If supplies and equipment will be used, list them, including delineating those furnished by the District and to be furnished by the vendor or other sources.
- **Payment rate:** State the dollar amount computed by job, milestone, month, day or hour. Any upfront payments should be avoided. It is also recommended that payments be tied to completion of milestones and/or delivery of deliverables when possible.

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.

PRICING

The Client will commit to the following minimum purchase for this package:

Items	Quantity	Investment
COLLEGIATE PREMIUM BUNDLE		
Includes:		
Level 1 Hosting and Infrastructure		
Up to 25 Professional Licenses		
Up to 50 Professional Service Hours		
Up to 1000 SMS Alerts		
Up to 2000 Athletes		
Up to 5 Essential Integrations		
R Connector & Package		
Up to 2 Smartabase Builder Course Registrations	1	\$23,000
Items, Cont.	Quantity, Cont.	Investment, Cont.
PROFESSIONAL SERVICE HOURS	1	\$7,400
LEVEL 2 HOSTING UPGRADE	1	\$3,700
TOTAL		\$34,100

Please note all prices are in United States Dollars (USD), exclusive of tax.

STANDARD CONDITIONS OF PAYMENT TERMS

- a) The agreement is established on an annual subscription basis. Discounts available for multi-year agreements.
- b) Unused professional service hours and user licenses are not transferable to subsequent years in the contract and must be used in each billing period.
- c) Should the Client require additional features, such as professional licenses or professional service hours, they can be purchased in addition to the above agreed and proposed arrangements. Fusion Sport can be contacted for more information on these additional features.
- d) Fusion Sport will raise an invoice sixty (60) days before the renewal month, in which case, full payment for invoices issued in any given month must be received by Fusion Sport thirty (30) days after the mailing date of the invoice. Failure to pay the invoice by renewal date's anniversary may result in restriction to access to Client's site.
- e) The initial service term as specified in the above agreed and proposed arrangements shall be automatically renewed for additional periods of the same duration as the initial service term, unless either party request termination through written communication at least thirty (30) days prior to the end of the then-current term.

PROFESSIONAL SERVICE HOURS:

Professional services can be conducted by a range of different Fusion Sport staff, including Sport Science Consultants, Education Specialists, Programmers, or IT Administrators. These professional services are mostly used to provide the following functions:

- Client self-build support (online, phone, email or via onsite service delivery)
- Project management (scoping, planning, and monitoring)
- Site development and testing
- Training to end-users, Client builders or Client system administration staff
- Data migration / data recovery
- Investigations / troubleshooting

Professional services are logged in 15-minute increments, and a full log can be accessed through MyFusion, Fusion Sport's client portal.

Professional services will not be charged in relation to any of the following.

- Assistance with server, or system faults or software bugs as defined in our current service level agreement.
- Account management which is handled by the Client Success Team (renewals, expansions, executive business reviews and MyFusion Client Portal enquiries).

Unused professional service hours and user licenses are not transferable to subsequent years in the contract and must be used in each billing period.

In any subscription year, the Client may purchase additional professional service hours:

- Up to 25 hours of builder services: USD \$3,900
- Up to 50 hours of builder services: USD \$7,400
- Up to 100 hours of builder services: USD \$13,700

USER LICENSING:

A professional user is a user of Smartabase who is allowed to see any additional information about other users within the organization. In other words, they will be able to view data about people other than themselves. In your case this will most likely be High Performance Managers, Coaches, S&C Coaches, Dieticians, Physio's, and other members of staff. Athletes are not considered

“Professional Users” as they only see information about themselves.

An active user is a user who is able to access the software – past users who no longer need to use the software can be deactivated by The Client administrators. Within the Professional Users, The Client has unlimited capacity to upgrade a standard professional user to a builder at any time.

The Client site will be audited for active professional users monthly, and the Client will be notified if the number of active users exceeds the number purchased. If the number exceeds that purchased, the Client will have the choice to deactivate some users or purchase additional seat licenses. Should the Client require additional Professional Licenses these can be purchased in packs of 10, with an investment of USD \$2,300 per pack of 10.

EXTENDED SUPPORT DESK ACTIVITIES:

The yearly software fees include 24/7 support for critical business functions (i.e. the continuity of the platform) and support can be raised at any time using the Fusion Sport level 1 alert process.

Professional service support for the Client is available during normal working hours (08:00-18:00, Monday-Friday), based on three time zones:

- European office: GMT +1
- Australian Office: GMT +10
- USA Office: GMT -7

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – School of Continuing Education**

To:	Board of Trustees	Date: March 8, 2021
Re:	Approval of Rental Agreement with East End Realty Partners I	
Action:	Request for Approval	

BACKGROUND

Santa Ana College has worked to expand its Non-Credit and Credit Culinary programs. The Non-Credit program recently had the Line Cook Certificate program approved by the State. Santa Ana College lacks sufficient culinary laboratory space to offer this program. Santa Ana College has worked with its industry partners to identify potential spaces to offer the program in Santa Ana and Garden Grove.

ANALYSIS

This is a Rental Agreement with East End Realty Partners I (“Agreement”) to secure culinary laboratory space for the Fall semester to enable the college to offer the Non-Credit Line Cook Certificate program. This Agreement will provide the culinary laboratory space from August 23, 2021 through December 18, 2021. The space will be leased at a rate \$70 per hour, which represents a twenty-two percent (22%) discount from commercially advertised rates for this facility. In addition, cold storage will be leased at a cost of forty (\$40) dollars per shelf, per month and dry storage will be leased at a cost of twenty (\$20) dollars per shelf, per month. Classroom instruction associated with the Line Cook Certificate program that does not require kitchen facilities will be offered remotely at the Remington Education Center.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Rental Agreement with East End Realty Partners I, located in Costa Mesa, California, as presented.

Fiscal Impact:	Not to exceed \$10,000	Board Date: March 8, 2021
Prepared by:	James Kennedy, Ed.D., Vice President, School of Continuing Education	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

RENTAL AGREEMENT

This Lease dated March 9, 2021, by and between East End Realty Partners I ("Landlord") hereby rents to Rancho Santiago Community College District, on behalf of Santa Ana College ("Tenant") the premises known as East End Kitchens, Kitchens #1-3, located at 201 East 4th St Santa Ana, CA 92701 "Premises" Saturdays 8:00 a.m.-3:00 p.m. from August 23, 2021 through December 18, 2021.

LANDLORD and TENANT agree as follows:

1. RENT: Tenant shall pay to Landlord Base Rental of \$70 per hour, paid monthly, due on or before the first day of each and every month. Tenant is not responsible for utilities, taxes, janitorial services or common area charges.
2. USE: The Premises shall be used as a kitchen for educational and culinary related purposes.
3. REPAIRS: The Premises and every part thereof, are at the date hereof in good order, condition and repair and Landlord will maintain the Premises as such during the term of the contract. Tenant agrees to return the Premises in good condition and sanitary order, reasonable wear and tear excepted after each class period. Tenant shall be responsible for any damage or repair caused by negligence.
4. INSURANCE: Landlord shall obtain and keep in force a Commercial General Liability policy of insurance protecting against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises in the amount of at least \$500,000.00 per occurrence. Tenant shall also maintain liability insurance for the premises in the amount of at least \$500,000.00 per occurrence, and \$50,000.00 for property damage and shall provide Landlord with a Certificate of such insurance, showing Landlord as an additionally named insured.
5. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations or improvements without the prior consent of Landlord.
6. ASSIGNMENT AND SUBLEASE. Tenant shall not assign or sublet space.
7. NOTICES. All notices shall be personally delivered, or delivered by first class mail, return receipt requested, addressed as follows:

TO LANDLORD:

East End Realty Partners I
ATTN: JOSE ROMO
201 EAST 4TH ST
SANTA ANA, CA 92701

TO TENANT:

James Kennedy
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706-3398

LATE CHARGES. If Base Rental, utilities, taxes or common area charges are not received by Landlord within ten (10) days of when due, Tenant shall be in default and a ten (10%) percent late charge will be assessed. In addition, interest shall accrue at the ten (10%) percent per annum on all unpaid Base Rental and charges. Said Late Charges shall be paid as additional rent, and Landlord may refuse to accept that installment of Base Rental without concurrent payment of the Late Charges.

9. ARBITRATION. Any controversy or claim arising out of or relating to this rental agreement, or the breach thereof, shall be settled by arbitration administered by a licensed arbitrator. The number of arbitrators shall be one or three. The place of arbitration shall be in Orange County, CA and California law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. ATTORNEY'S FEES. In the event of legal action to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of collection.

11. STORAGE. Tenant is currently using the following storage and will be billed for actual usage as set at below:

3 "cold" storage shelves @ \$40 per shelf

4 "dry" storage shelves @ \$20 per shelf

Total = \$200 per month

12. TERMINATION OPTION: Tenant can terminate agreement with no penalty by no later than July 23, 2021

LANDLORD: East End Realty Partners I

BY: _____

Ryan Chase
Co-Owner & Manager

DATE: _____

TENANT: Rancho Santiago Community College District, on behalf of Santa Ana College

BY: _____

Adam M. O'Connor
Interim Vice Chancellor
Business Operations/Fiscal Services

DATE: _____

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

To:	Board of Trustees	Date: March 8, 2021
Re:	Approval of Educational Affiliation Agreement with TLC Therapy Services	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with TLC Therapy Services, located in Ontario, California, as presented.

Fiscal Impact:	None	Board Date: March 8, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and TLC Therapy Services (“Agency”), located at 3578 Mustang Drive, Ontario, CA 91761.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

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

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

A. For the Program in General

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

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Confidentiality of Patient Records

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

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

C. Indemnification

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

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

D. Insurance:

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

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

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

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

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

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

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

PART VI. **OTHER TERMS AND CONDITIONS**

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

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

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

If to Agency:

TLC Therapy Services
Attn: Tera de Falkenberg, Director, SLP
3578 Mustang Drive
Ontario, CA 91761

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

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

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

Agency: TLC Therapy Services	District: Rancho Santiago Community College District, on behalf of the Santa Ana College Speech- Language Pathology Assistant Program
Signature: _____	Signature: _____
Name: _____	Name: <u>Adam M. O'Connor</u>
Title: _____	Title: <u>Interim Vice Chancellor</u>
	<u>Business Operations & Fiscal Services</u>
Date: _____	Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College – Academic Affairs

To:	Board of Trustees	Date: March 8, 2021
Re:	Approval of Proposed Revisions for the 2021 - 2022 Santiago Canyon College Catalog and/or 2020 – 2021 Catalog Addendum	
Action:	Request for Approval	

BACKGROUND

The attached memo is a summary of actions taken by the Santiago Canyon College Curriculum and Instruction Council during 2020. It includes new courses, course revisions, course deletions, and other curricula changes that will be reflected in the 2021 - 2022 Santiago Canyon College Catalog and/or 2020 – 2021 College Catalog Addendum.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2021 - 2022 Santiago Canyon College Catalog and/or 2020 – 2021 College Catalog Addendum as presented.

Fiscal Impact:	None	Board Date: March 8, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Corinna Evett, Chair of the Curriculum and Instruction Council	
Submitted by:	Jose Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	

NEW COURSES

(See Attachment #3)

Zero (0) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES

(See Attachment #4)

Thirty-three (33) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

HONORS COURSES

(See Attachment #5)

Zero (0) honor course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four year schools and recommendations from advisory committees or state agencies.

DEACTIVATED COURSES

(See Attachment #6)

Zero (0) courses were deactivated.

DISTANCE EDUCATION OFFERINGS

(See Attachment #7)

Thirty-three (33) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with portions of the instruction, which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

STAND ALONE

No courses were proposed for Stand Alone status.

CC Craig Rutan, Academic Senate President, Santiago Canyon College
Martin Stringer, Vice-President of Academic Affairs, Santiago Canyon College
Corinna Evett, Chair of the Curriculum and Instruction Council, Santiago Canyon College
Syed Rizvi, Vice-President of Student Services, Santiago Canyon College
Jim Kennedy, Vice-President of Continuing Education, Orange Education Center
Elizabeth Arteaga, Dean of Business and Career Education, Santiago Canyon College
Jennifer Coto, Dean of Counseling and Student Support Services, Santiago Canyon College
Aaron Voelcker, Dean of Institutional Effectiveness, Library & Learning Support, Santiago Canyon College
Joanne Armstrong, Interim Dean of Arts, Humanities and Social Sciences, Santiago Canyon College
Denise Bailey, Interim Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College
Marilyn Flores, Interim President of Santa Ana College
Jeffrey Lamb, Vice-President of Academic Affairs, Santa Ana College
Monica Zarske, Academic Senate President, Santa Ana College
Brian Sos, Chair of the Curriculum and Instruction Council, Santa Ana College

NEW PROGRAMS, DEGREES, AND CERTIFICATES

Credit

None

Noncredit

None

REVISED PROGRAMS, DEGREES, AND CERTIFICATES

Credit

None

Noncredit

None

NEW COURSES

Credit

None

Noncredit

None

REVISED COURSES**Credit**

Anthropology 104, Language and Culture
 Apprenticeship Operating Engineers 042, Grade Checking
 Apprenticeship Operating Engineers 043, Equipment Operator 3
 Apprenticeship Operating Engineers 044, Plan Reading
 Apprenticeship Operating Engineers 045, Equipment Operator 5
 Apprenticeship Operating Engineers 046, Hazmat 6
 Apprenticeship Operating Engineers 054, Tower Crane
 Apprenticeship Operating Engineers 079, Certified Welding Inspector
 Apprenticeship Surveying 126, Control and Geodetic Surveying
 Apprenticeship Surveying 127, U.S. Public Land Surveys
 Apprenticeship Surveying 128, Property Surveys and Legal Descriptions
 Biology 149, Human Anatomy and Physiology
 Biology 190L, Introduction to Biotechnology Lab
 Biology 259, Environmental Biology
 Earth Sciences 100, Physical Geology
 Earth Sciences 100L, Physical Geology Laboratory
 Earth Sciences 111, Historical Geology
 Earth Sciences 120, Earth Sciences
 Earth Sciences 121, Earth Sciences for Educators
 Earth Sciences 130, Environmental Geology
 Earth Sciences 160, Oceanography
 Earth Sciences 200, Geology of California
 Engineering 220, Statics
 Engineering 225, Dynamics
 History 118, Social and Cultural History of the United States
 Management 120, Principles of Management
 Management 121, Human Relations and Organizational Behavior
 Philosophy 108, Ethics
 Philosophy 112, World Religions
 Philosophy 115, Philosophy of Religion
 Philosophy 118, History of Philosophy
 Philosophy 120, Introduction to Social and Political Philosophy
 Physics 100, Conceptual Physics

Noncredit

None

HONORS COURSES

Credit

None

Noncredit

None

DEACTIVATED COURSES

Credit

None

Noncredit

None

DISTANCE EDUCATION OFFERINGS**Credit**

Anthropology 104, Language and Culture
 Apprenticeship Operating Engineers 042, Grade Checking
 Apprenticeship Operating Engineers 043, Equipment Operator 3
 Apprenticeship Operating Engineers 044, Plan Reading
 Apprenticeship Operating Engineers 045, Equipment Operator 5
 Apprenticeship Operating Engineers 046, Hazmat 6
 Apprenticeship Operating Engineers 054, Tower Crane
 Apprenticeship Operating Engineers 079, Certified Welding Inspector
 Apprenticeship Surveying 126, Control and Geodetic Surveying
 Apprenticeship Surveying 127, U.S. Public Land Surveys
 Apprenticeship Surveying 128, Property Surveys and Legal Descriptions
 Biology 149, Human Anatomy and Physiology
 Biology 190L, Introduction to Biotechnology Lab
 Biology 259, Environmental Biology
 Earth Sciences 100, Physical Geology
 Earth Sciences 100L, Physical Geology Laboratory
 Earth Sciences 111, Historical Geology
 Earth Sciences 120, Earth Sciences
 Earth Sciences 121, Earth Sciences for Educators
 Earth Sciences 130, Environmental Geology
 Earth Sciences 160, Oceanography
 Earth Sciences 200, Geology of California
 Engineering 220, Statics
 Engineering 225, Dynamics
 History 118, Social and Cultural History of the United States
 Management 120, Principles of Management
 Management 121, Human Relations and Organizational Behavior
 Philosophy 108, Ethics
 Philosophy 112, World Religions
 Philosophy 115, Philosophy of Religion
 Philosophy 118, History of Philosophy
 Philosophy 120, Introduction to Social and Political Philosophy
 Physics 100, Conceptual Physics

Noncredit

None

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College - Student Services

To:	Board of Trustees	Date:	March 08, 2021
Re:	Approval of Second Amendment to Professional Services Agreement with Substance Media, Inc.		
Action:	Request for Approval		

BACKGROUND

Upon receiving Board approval on November 19, 2019, Santiago Canyon College and Substance Media Inc. entered into contract to produce film, photography and animation content in support of SCC's Online New Student Orientation. Due to the COVID-19 crisis and campus closure in March, 2020, production was put on hold. The original service contract was amended and Board approved on July 13, 2020. ([Click here for original contract and first amendment.](#)) Approval of a second amended production schedule and Exhibit A document is once again necessary due to the continued closure of campus in Spring 2021.

ANALYSIS

This second amendment, at no additional cost from the original agreement, will support SCC's Counseling Department by continuing efforts toward improving online onboarding services for students. The amended agreement maintains the original cost of not to exceed \$40,350, with a \$20,175 deposit already paid to Substance Media Inc., and will end no later than June 30, 2022. The project is funded by one-time Guided Pathways dollars.

The scope of work remains identical to the original contract: Nine (9) Orientation Videos; One (1) Explainer Animation for AB 705; Forty (40) High Resolution Photographs; Aerial Drone Footage of Campus; Three rounds of revisions; and, Captioning in accordance with the Rehabilitation Act and the Americans with Disabilities Act.

RECOMMENDATION

It is recommended that the Board of Trustees approve the second amendment to the professional services agreement with Substance Media, Inc. as presented.

Fiscal Impact:	Not to Exceed \$40,350 (Categorical)	Board Date:	March 08, 2021
Prepared by:	Syed Rizvi, Vice President of Student Services Jennifer Coto, Dean of Counseling & Student Support Services		
Submitted by:	Jose F. Vargas, Interim President		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

Amended 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.

This Scope of Work is for the filming, editing, and creation of the Online Orientation Videos ("ORIENTATION VIDEOS"). The ORIENTATION VIDEOS will guide students through placement and college services. Visual aesthetics will be similar in taste and style to past educational and explainer videos Contractor has created for District. Motion graphics animation will be tastefully designed and animated.

ORIENTATION VIDEOS will consist of four (4) days of filming at four (4) consecutive hours max per day, for a total of sixteen (16) hours of filming.

Production Date(s) and Time(s): **TBD between CLIENT and AGENCY. Planned September 2021-February 2022.**
Production Location: Santiago Canyon College, 8045 E Chapman Avenue, Orange, CA 92869

Deliverables:

Nine (9) ORIENTATION VIDEOS at 1:30 - 1:45 minutes in length.

One (1) EXPLAINER ANIMATION for Guided Self-Placement at 1:00 to 1:30 minute in length.

Aerial drone footage capture of campus.

Forty (40) HI-RESOLUTION PHOTOS professionally shot and processed.

CLIENT to scout and cast talent for "On-camera Presenter" in ORIENTATION VIDEOS.

CLIENT to supply AGENCY with the script.

AGENCY to provide English closed captions for all videos and animation in accordance with the Rehabilitation Act and the Americans with Disabilities Act.

Three (3) rounds of revisions allotted per video. (Note: revisions only pertain to post-production services. Revisions requiring additional preproduction or production hours are subject to overage charges at a rate to be later determined between Contractor and District.)

Amended Final script to AGENCY by **August 30, 2021.**

Amended Final production (filming) date: **February 25, 2022.**

Amended First draft date: **May 02, 2022.**

Amended Final delivery date: **June 15, 2022.**

Note: District is responsible for FINAL SCRIPT delivery to Contractor by August 30, 2021. Missing this deliverable or any other project milestone, including art/asset delivery and approvals created and incurred by District may shift the DELIVERABLE schedule and result in additional costs or OVERAGE FEES to District.

Payment Schedule:

District agrees to pay the TOTAL COST of \$40,350 USD. Payment to be made payable to SUBSTANCE MEDIA, INC. A 50% non-refundable deposit in the amount of \$20,175 USD has already been received by SUBSTANCE MEDIA, INC. The remaining balance is due upon final delivery of the ORIENTATION VIDEOS. CLIENT further agrees to a late fee of 1.5% per month (not to exceed 6% per annum) to be applied on all balances more than sixty (60) days overdue.

Overages and Fees

Any additional hour(s) rendered necessary to complete the ORIENTATION VIDEOS can be negotiated between Contractor and District. Additional production hours will be charged at the rate of \$180 per hour. District will be subjected to OVERAGE CHARGES if the ORIENTATION VIDEOS animations exceed its respective length by 0:15 seconds or more.

Three (3) rounds of revisions are allowed per video prior to final delivery. NORMAL HOURLY RATE (\$180/hour) applies for additional revisions after the third round of revisions. Furthermore, revisions only pertain to post-production services. Revisions requiring additional pre-production or production hours are subject to overage charges at a rate to be later determined between Contractor and District. Further, revisions must be requested *prior* to the FINAL DELIVERY DATE. Any edits requested after the FINAL DELIVERY DATE will be subject to additional costs to be later determined between District and Contractor. If District requests or instructs changes in a revision that is in excess of fifty percent (50%) of the time required to produce any DELIVERABLE and/or the value of the TOTAL COST, NORMAL HOURLY RATE (\$180/hour) will apply. Any missed milestones, including art/asset delivery and approvals created and incurred by District may shift the DELIVERABLE schedule and result in additional costs.

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

District Representations

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

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

Rancho Santiago Comm Coll District
 Bank Code: 92 District Funds

Board Meeting of 03/08/21
 Check Registers Submitted for Approval
 Checks Written for Period 02/09/21 Thru 02/22/21

AP0020
 Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68756	General Fund Unrestricted	2,508,457.80	0.00	2,508,457.80	92*0545494	92*0545548
68760	General Fund Unrestricted	15,642.55	428.70	15,213.85	92*0545642	92*0545688
68761	General Fund Unrestricted	76,744.42	0.00	76,744.42	92*0545566	92*0545634
68765	General Fund Unrestricted	22,203.00	0.00	22,203.00	92*0545766	92*0545849
68766	General Fund Unrestricted	49,200.25	0.00	49,200.25	92*0545689	92*0545749
Total Fund 11 General Fund Unrestricted		<u><u>\$2,672,248.02</u></u>	<u><u>\$428.70</u></u>	<u><u>\$2,671,819.32</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68667	General Fund Restricted	0.00	437,500.00	-437,500.00	92*0543393	92*0543393
68756	General Fund Unrestricted	259,678.61	0.00	259,678.61	92*0545511	92*0545561
68761	General Fund Restricted	158,851.81	0.00	158,851.81	92*0545567	92*0545635
68766	General Fund Restricted	522,742.33	0.00	522,742.33	92*0545690	92*0545748
Total Fund 12 General Fund Restricted		\$941,272.75	\$437,500.00	\$503,772.75		

Checks Written for Period 02/09/21 Thru 02/22/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68756	GF Unrestricted One-Time Func	28,457.15	0.00	28,457.15	92*0545496	92*0545556
68761	General Fund Restricted	175,285.63	0.00	175,285.63	92*0545571	92*0545627
68766	GF Unrestricted One-Time Func	14,590.87	0.00	14,590.87	92*0545693	92*0545746
Total Fund 13 GF Unrestricted One-Time		\$218,333.65	\$0.00	\$218,333.65		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68757	Child Development Fund	4,619.00	0.00	4,619.00	92*0545562	92*0545563
68762	Child Development Fund	7,176.53	0.00	7,176.53	92*0545636	92*0545639
68767	Child Development Fund	12,938.77	0.00	12,938.77	92*0545750	92*0545753
Total Fund 33 Child Development Fund		\$24,734.30	\$0.00	\$24,734.30		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68758	Capital Outlay Projects Fund	8,000.00	0.00	8,000.00	92*0545564	92*0545564
68768	Capital Outlay Projects Fund	200,886.90	0.00	200,886.90	92*0545754	92*0545762
Total Fund 41 Capital Outlay Projects Fun		<u>\$208,886.90</u>	<u>\$0.00</u>	<u>\$208,886.90</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68759	Bond Fund, Measure Q	3,119.00	0.00	3,119.00	92*0545565	92*0545565
68769	Bond Fund, Measure Q	16,107.01	0.00	16,107.01	92*0545763	92*0545763
Total Fund 43 Bond Fund, Measure Q		\$19,226.01	\$0.00	\$19,226.01		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68764	Property and Liability Fund	10,156.00	0.00	10,156.00	92*0545641	92*0545641
Total Fund 61 Property and Liability Fund		<u><u>\$10,156.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$10,156.00</u></u>		

Checks Written for Period 02/09/21 Thru 02/22/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68763	Workers' Compensation Fund	12,629.20	0.00	12,629.20	92*0545640	92*0545640
68770	Workers' Compensation Fund	5,916.82	0.00	5,916.82	92*0545764	92*0545765
Total Fund 62 Workers' Compensation Fu		<u><u>\$18,546.02</u></u>	<u><u>\$0.00</u></u>	<u><u>\$18,546.02</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	2,671,819.32
Total Fund 12 General Fund Restricted	503,772.75
Total Fund 13 GF Unrestricted One-Time Fund	218,333.65
Total Fund 33 Child Development Fund	24,734.30
Total Fund 41 Capital Outlay Projects Fund	208,886.90
Total Fund 43 Bond Fund, Measure Q	19,226.01
Total Fund 61 Property and Liability Fund	10,156.00
Total Fund 62 Workers' Compensation Fund	18,546.02
Grand Total:	<u><u>\$3,675,474.95</u></u>

Checks Written for Period 02/09/21 Thru 02/22/21

<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>
1A2102213	SAC Diversified Agency Fund	4,785.54	0.00	4,785.54	1A*0002434	1A*0002437
Total 1A SAC Diversified Agency Fund		<u>4,785.54</u>	<u>\$0.00</u>	<u>4,785.54</u>		

Checks Written for Period 02/09/21 Thru 02/22/21

<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>
1B2102213	SAC Bookstore Fund	85,798.90	75,915.01	9,883.89	1B*0002718	1B*0002740
1B2102320	SAC Bookstore Fund	21,225.95	0.00	21,225.95	1B*0002741	1B*0002748
Total 1B SAC Bookstore Fund		<u>\$107,024.85</u>	<u>\$75,915.01</u>	<u>\$31,109.84</u>		

Checks Written for Period 02/09/21 Thru 02/22/21

<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>
1C2102213	SAC Community Education Fund	3,318.00	0.00	3,318.00	1C*0001300	1C*0001302
1C2102320	SAC Community Education Fund	525.35	0.00	525.35	1C*0001303	1C*0001303
Total 1C SAC Community Education Fund		<u><u>\$3,843.35</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,843.35</u></u>		

Checks Written for Period 02/09/21 Thru 02/22/21

<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>
1S2102213	SAC Associated Students Fund	1,885.04	942.52	942.52	1S*0001775	1S*0001782
Total 1S SAC Associated Students Fund		<u>\$1,885.04</u>	<u>\$942.52</u>	<u>\$942.52</u>		

Checks Written for Period 02/09/21 Thru 02/22/21

<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>
1T2102213	SAC Diversified Trust Fund	28,374.08	0.00	28,374.08	1T*0002105	1T*0002110
1T2102320	SAC Diversified Trust Fund	638.48	0.00	638.48	1T*0002111	1T*0002113
Total 1T SAC Diversified Trust Fund		<u><u>\$29,012.56</u></u>	<u><u>\$0.00</u></u>	<u><u>\$29,012.56</u></u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	4,785.54
Total Fund 1B SAC Bookstore Fund	31,109.84
Total Fund 1C SAC Community Education Fu	3,843.35
Total Fund 1S SAC Associated Students Fun	942.52
Total Fund 1T SAC Diversified Trust Fund	29,012.56
Grand Total:	<u><u>\$69,693.81</u></u>

Checks Written for Period 02/09/21 Thru 02/22/21

<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>
2A2102422	SCC Diversified Agency Fund	500.00	0.00	500.00	2A*0001877	2A*0001877
Total 2A SCC Diversified Agency Fund		<u><u>\$500.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$500.00</u></u>		

Checks Written for Period 02/09/21 Thru 02/22/21

<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>
2B2102213	SCC Bookstore Fund	40,982.39	16,395.48	24,586.91	2B*0002395	2B*0002409
2B2102320	SCC Bookstore Fund	1,649.89	0.00	1,649.89	2B*0002410	2B*0002414
2B2102422	SCC Bookstore Fund	18,999.24	8,200.00	10,799.24	2B*0002415	2B*0002423
Total 2B SCC Bookstore Fund		<u><u>\$61,631.52</u></u>	<u><u>\$24,595.48</u></u>	<u><u>\$37,036.04</u></u>		

Checks Written for Period 02/09/21 Thru 02/22/21

<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>
2C2102320	SCC Community Education Fund	210.00	0.00	210.00	2C*0001229	2C*0001229
Total 2C SCC Community Education Fund		<u><u>\$210.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$210.00</u></u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	500.00
Total Fund 2B SCC Bookstore Fund	37,036.04
Total Fund 2C SCC Community Education Fu	210.00
Grand Total:	<u><u>\$37,746.04</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 02/09/2021 To 02/22/2021
Board Meeting on 03/08/2021

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
4000	SUPPLIES & MATERIALS	5,863	
5000	OTHER OPERATING EXP & SERVICES		67,446
6000	CAPITAL OUTLAY	61,583	
Total Transfer Fund 11		\$67,446	\$67,446
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		188,920
2000	CLASSIFIED SALARIES	40,185	
3000	EMPLOYEE BENEFITS		3,902
4000	SUPPLIES & MATERIALS		47,759
5000	OTHER OPERATING EXP & SERVICES	87,470	
6000	CAPITAL OUTLAY		50,348
7000	OTHER OUTGO	163,274	
Total Transfer Fund 12		\$290,929	\$290,929
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
4000	SUPPLIES & MATERIALS		79,439
5000	OTHER OPERATING EXP & SERVICES		20,000
6000	CAPITAL OUTLAY	99,439	
Total Transfer Fund 13		\$99,439	\$99,439
<u>Fund 33: Child Development Fund</u>			
2000	CLASSIFIED SALARIES	2,000	
4000	SUPPLIES & MATERIALS	8,391	
5000	OTHER OPERATING EXP & SERVICES		2,000
6000	CAPITAL OUTLAY		8,391
Total Transfer Fund 33		\$10,391	\$10,391
<u>Fund 41: Capital Outlay Projects Fund</u>			
4000	SUPPLIES & MATERIALS		23,494
6000	CAPITAL OUTLAY	23,494	
Total Transfer Fund 41		\$23,494	\$23,494
<u>Fund 43: Bond Fund, Measure Q</u>			
4000	SUPPLIES & MATERIALS		5,000
6000	CAPITAL OUTLAY	5,000	
Total Transfer Fund 43		\$5,000	\$5,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 02/09/2021 To 02/22/2021
Board Meeting on 03/08/2021

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	(840,551)	
8600	STATE REVENUES	241,375	
8800	LOCAL REVENUES	(97)	
1000	ACADEMIC SALARIES		10,271
2000	CLASSIFIED SALARIES		233,437
3000	EMPLOYEE BENEFITS		6,486
4000	SUPPLIES & MATERIALS		(104)
5000	OTHER OPERATING EXP & SERVICES		(819,229)
6000	CAPITAL OUTLAY		(4,305)
7000	OTHER OUTGO		(25,829)
Total Transfer Fund 12		\$(599,273)	\$(599,273)
<u>Fund 33: Child Development Fund</u>			
4000	SUPPLIES & MATERIALS		(36,050)
5000	OTHER OPERATING EXP & SERVICES		250
6000	CAPITAL OUTLAY		35,800
Total Transfer Fund 33		\$0	\$0
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	849,779	
8600	STATE REVENUES	4,500	
7000	OTHER OUTGO		854,279
Total Transfer Fund 74		\$854,279	\$854,279

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 02/09/2021 To 02/22/2021
Board Meeting on 03/08/2021

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

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
BC63GRMDPY 02/10/21		
5000 OTHER OPERATING EXP & SERVICES		60,000
6000 CAPITAL OUTLAY	60,000	
Total Reference BC63GRMDPY	60,000	60,000
Reason: Adjustment		
Description: Contract extension for existing PSA with Go To Technologies		
B026924 02/19/21		
1000 ACADEMIC SALARIES		102,235
2000 CLASSIFIED SALARIES	79,763	
3000 EMPLOYEE BENEFITS	18,914	
4000 SUPPLIES & MATERIALS		1,279
5000 OTHER OPERATING EXP & SERVICES	4,837	
Total Reference B026924	103,514	103,514
Reason: Special Project Adjustment		
Description: Budget revision to cover FY20/21 costs		
BCE6GLR4FB 02/12/21		
2000 CLASSIFIED SALARIES		40,000
7000 OTHER OUTGO	40,000	
Total Reference BCE6GLR4FB	40,000	40,000
Reason: Special Project Adjustment		
Description: Increase budget for student assistants and hourly employees		
BCIRH90KG3 02/12/21		
1000 ACADEMIC SALARIES		69,906
3000 EMPLOYEE BENEFITS		15,117
7000 OTHER OUTGO	85,023	
Total Reference BCIRH90KG3	85,023	85,023
Reason: Special Project Adjustment		
Description: Part-time counselor salaries and benefits		
BCIU24W903 02/10/21		
5000 OTHER OPERATING EXP & SERVICES	25,000	
6000 CAPITAL OUTLAY		25,000
Total Reference BCIU24W903	25,000	25,000
Reason: Special Project Adjustment		
Description: CARE: Gym floor covering due to increased foot traffic (COVID testing)		
BCP7QKV5RN 02/22/21		
2000 CLASSIFIED SALARIES		47,986
3000 EMPLOYEE BENEFITS		1,248
5000 OTHER OPERATING EXP & SERVICES	51,699	
7000 OTHER OUTGO		2,465
Total Reference BCP7QKV5RN	51,699	51,699
Reason: Special Project Adjustment		
Description: Allocate funds previously awarded at 50%, funding under equity 2548 FY20-21		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUDGET BOARD REPORT- ATTACHMENT

From 02/09/2021 To 02/22/2021

Board Meeting on 03/08/2021

BUDGET TRANSFERS		From	To
Fund 13: GF Unrestricted One-Time Funds			
BCOECJ40SF	02/22/21		
4000	SUPPLIES & MATERIALS		99,439
6000	CAPITAL OUTLAY	99,439	
Total Reference BCOECJ40SF		\$99,439	\$99,439
Reason:	Adjustment		
Description:	Instructional desktops		
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
Fund 12: General Fund Restricted			
B026920	02/10/21		
8600	STATE REVENUES	50,000	
2000	CLASSIFIED SALARIES		47,430
3000	EMPLOYEE BENEFITS		2,570
Total Reference B026920		\$50,000	\$50,000
Reason:	New Budget		
Description:	SBDC GOBIZ CIP 2021 new budget (DO) - Board approved 02-08-21		
B026921	02/10/21		
8600	STATE REVENUES	200,000	
2000	CLASSIFIED SALARIES		181,728
3000	EMPLOYEE BENEFITS		18,272
Total Reference B026921		\$200,000	\$200,000
Reason:	New Budget		
Description:	SBDC GOBIZ TAEP 2021 new budget - Board approved 02-08-21		
BCFSKYBQ4G	02/09/21		
8100	FEDERAL REVENUES	(25,000)	
5000	OTHER OPERATING EXP & SERVICES		(25,000)
Total Reference BCFSKYBQ4G		\$(25,000)	\$(25,000)
Reason:	Special Project Adjustment		
Description:	Reduce CARES for fund 74, transfer to Guardian Scholarship/ CAMP emergency student aid grant		
BCQD3AVPXE	02/18/21		
8100	FEDERAL REVENUES	(800,000)	
5000	OTHER OPERATING EXP & SERVICES		(800,000)
Total Reference BCQD3AVPXE		\$(800,000)	\$(800,000)
Reason:	Special Project Adjustment		
Description:	Transfer funds from CARES to fund additional student aid		
B026917	02/09/21		
8100	FEDERAL REVENUES	123,033	
4000	SUPPLIES & MATERIALS		82,251
5000	OTHER OPERATING EXP & SERVICES		4,982
6000	CAPITAL OUTLAY		35,800
Total Reference B026917		\$123,033	\$123,033
Reason:	Special Project Adjustment		
Description:	Transfer COVID funds from SP 1295 to a separate project SP 1299		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 02/09/2021 To 02/22/2021
Board Meeting on 03/08/2021

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 33: Child Development Fund</u>			
B026918	02/09/21		
8100	FEDERAL REVENUES	(123,033)	
4000	SUPPLIES & MATERIALS		(118,301)
5000	OTHER OPERATING EXP & SERVICES		(4,732)
Total Reference B026918		\$(123,033)	\$(123,033)
Reason:	Special Project Adjustment		
Description:	Transfer COVID funds from SP 1295 to a separate project SP 1299		
BCB3F1LWZO	02/09/21		
8100	FEDERAL REVENUES	25,000	
7000	OTHER OUTGO		25,000
Total Reference BCB3F1LWZO		\$25,000	\$25,000
Reason:	Special Project Adjustment		
Description:	Increase TRIO/UBMS emergency student aid grant		
BCIK1D9CRL	02/18/21		
8100	FEDERAL REVENUES	800,000	
7000	OTHER OUTGO		800,000
Total Reference BCIK1D9CRL		\$800,000	\$800,000
Reason:	Special Project Adjustment		
Description:	Transfer CARES funds for additional student aid		

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 02/09/2021 To 02/22/2021
Board Meeting on 03/08/2021**

BACKGROUND

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

ANALYSIS

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

INTERFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
02/17/21	J063516	Interfund Transfer: FD13-FD41 SCC ADA	2,000,000.00

RECOMMENDATION

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

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

To:	Board of Trustees	Date: March 8, 2021
Re:	Approval of Agreement with Knowland Construction Services - Project Inspection Services for Barrier Removal Library Restroom Renovation at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is a new agreement with Knowland Construction Services for Division of State Architect (DSA) project inspection services for the Barrier Removal Library Restroom Renovation project at Santa Ana College. This project is currently in construction and the award of bid was approved at the last Board of Trustees meeting held on February 22, 2021. As required for all DSA approved projects, the District must hire a DSA-certified project inspector in accordance with the DSA Construction Oversight Process outlined on DSA PR-13-01. The project inspector services shall consist of all on-site inspections of the project and all inspection related activities, in compliance with the contract documents and code requirements. DSA inspection services are also required under California Education Code Sections 17309, 17311, 81141, 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations.

The Library restrooms located at the main entry appear to be from the original construction with no Americans with Disabilities Act (ADA) improvements. Due to the age, existing compliance issues, and high-volume usage, the restrooms were identified by the college as a high priority for upgrades, as noted in the District's ADA and Section 504 Self-Evaluation and Transition Plan Report (December 2018). To comply with the latest building codes and ADA codes, the restroom modernization entails the demolition of the public restrooms, space reconfiguration and expansion, replacement of bathroom fixtures, asbestos remediation, new plumbing, new LED lighting, and new interior finishes. The college and District have prioritized this project to utilize State Scheduled Maintenance funding allocation to undertake barrier removal and ADA upgrades in this highly utilized area by students. This project has received DSA approval and is a Scheduled Maintenance project. The District is required to spend down the allocation of State funds as outlined per the projects noted in our Annual State Scheduled Maintenance Plan. Please [click here](#) to see the agreement.

ANALYSIS

A Request for Proposal #2021-290 for DSA Class 3 Inspection Services for the Barrier Removal Library Restroom Renovation project at Santa Ana College was solicited to six prequalified firms on January 14, 2021 with a due date of January 29, 2021. The District received one response from Knowland Construction Services (Rancho Palos Verdes). A screening panel of

three committee members convened to review the proposal on January 29, 2021. The screening panel unanimously recommends Knowland Construction Services after a thorough review and culmination of their response, experience, team members, approach to the project, qualifications, hourly rates, references, knowledge and ability to meet the anticipated schedule. Other firms declined to submit at this time for a variety of reasons from not interested, workload, and unavailability. The panel is recommending to move forward with the proposed consultant at this time.

The services covered by this agreement shall commence on March 9, 2021 and ends when the notice of completion for the construction work, Division of State Architect Certification and project close-out have been achieved. The contract includes an hourly, not to exceed fee of \$39,000 based on inspector hourly rates of \$78 an hour for a Class 3 inspector. The contract hourly rates shall remain the same through the duration of the contract term. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified inspection firms.

This agreement is funded by Capital Outlay and State Scheduled Maintenance Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Knowland Construction Services – Project Inspection Services for Barrier Removal Library Restroom Renovation at Santa Ana College as presented.

Fiscal Impact:	\$39,000	Board Date: March 8, 2021
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	

Board Agreement Summary

Board Date: 3/8/2021

Project: Barrier Removal Library Restroom Renovation

Site: **Santa Ana College**

Consultants: **Knowland Construction Services**

Type of Service: Project Inspection Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$39,000.00		3/9/2021	Project Close-Out
Total Agreement Amount	\$39,000.00			

AGREEMENT NO: 0404.00/ DESCRIPTION:

This agreement #0404.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$39,000.00**

Contract End Date: **Project Close-Out**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: March 8, 2021
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed.

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Strong Workforce Program – Local Share (SAC & SCC) – <i>Augmentation</i> Categorical apportionment from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division for RSCCD. Incentive funding allocation will be utilized to improve the quality and increase the quantity of career technical education programs in response to regional labor market needs and to achieve successful workforce outcomes leading to high-demand, high wage jobs. (20/21). <i>No match required.</i> <ul style="list-style-type: none"> • SAC \$477,131 • SCC \$275,890 	10/30/2020	\$753,021
2. Strong Workforce Program – Regional Share (District) – <i>Augmentation</i> Categorical apportionment from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division for RSCCD to serve as the fiscal agent. Incentive funding allocation funds will be utilized to improve the quality and increase the quantity of career technical education programs in response to regional labor market needs and to achieve successful workforce outcomes leading to high-demand, high wage jobs. As the fiscal agent, RSCCD will develop sub-agreements, provide guidance and implement procedures, maintain tracking systems and timelines, and collaborate with the Regional Consortia for disbursement of Strong Workforce Program funds to districts within the Los Angeles/Orange County regions. (20/21). <i>No match required.</i>	10/30/2020	\$4,874,853

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:	\$5,627,874	Board Date: March 8, 2021
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 #2248
NAME: Strong Workforce Program - Local Share (SAC)
FISCAL YEAR 2020/21 & 2021/2022

CONTRACT PERIOD: 07/01/2020 - 06/30/2022
 CONTRACT AWARD: \$477,131

PROJ ADM: Dr.Jeffrey Lamb
 PROJ DIR: Kimberly Mathews
 Date:02/16/2021

Total FY 20/21 Incentive \$477,131

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

GL Account String	Description	New Budget	
		Debit	Credit
12_2248_000000_10000_8629	Other Gen Categorical Apport : Santa Ana College		477,131
12_2248_679000_10000_5865	Indirect Costs: Santa Ana (4%)	18,351	
DEPARTMENT NAME: Career Education and & Workforce Development Office			
12_2248_619000_15205_5999	Special Project Holding Acct : Career Ed & Work Dev Office	458,780	
	Sub-Total Department 15205 - Career Education	458,780	
	Total 2248 - SWP Local FY 20/21 Incentive Funding (SAC)	477,131	

SPECIAL PROJECT DETAILED BUDGET #2248
NAME: Strong Workforce Program - Local Share (SCC)
FISCAL YEAR 2020/21 & 2021/2022

CONTRACT PERIOD: 07/01/2020 - 06/30/2022
 CONTRACT AWARD: \$275,890

PROJ ADM: Elizabeth Arteaga
 PROJ DIR: Estela Cuellar
 Date:02/16/2021

Total FY 20/21 Incentive \$275,890

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

		New Budget	
GL Account String	Description	Debit	Credit
12_2248_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyon College		275,890
12_2248_679000_20000_5865	Indirect Costs: Santiago Canyon College (4%)	10,611	
DEPARTMENT NAME: Career Education Office			
12_2248_619000_25205_5999	Special Project Holding Acct : Career Ed & Work Dev Office	265,279	
	Sub-Total Department 15205 - Career Education	265,279	
	Total 2248 - SWP Local FY 20/21 Incentive Funding (SCC)	275,890	

ABSTRACT

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

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

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

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

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

SPECIAL PROJECT DETAILED BUDGET #2247
NAME: Strong Workforce Program - Regional Share (District)
FISCAL YEAR 2020/2021 & 2021/2022

CONTRACT PERIOD: 07/01/2020 - 06/30/2022
 CONTRACT AWARD: \$4,874,853

PROJ ADM: Sarah Santoyo
 PROJ DIR: Alejandra Landa
 Date: 02/16/2021

Total FY 20/21 \$4,874,853

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

GL Account String	Description	New Budget	
		Debit	Credit
DISTRICT OPERATIONS/FISCAL AGENT			
12-2247-000000-50000-8629	Other Gen Categorical Apport : District Opera		4,874,853
LA/OC REGIONAL CONSORTIA INFRASTRUCTURE			
12-2247-684000-53306-5999	Special Project Holding Acct : LA/OC Regional Consortia	210,763	
	Sub-total LAOCRC Infrastructure Costs	210,763	
FISCAL AGENT/ADMINISTRATIVE COSTS			
12-2247-679000-53345-2130	Classified Employees : Resource Development	20,000	
12-2247-679000-53345-3215	PERS - Non-Instructional : Resource Development	4,554	
12-2247-679000-53345-3315	OASDHI - Non-Instructional :Resource Development	1,364	
12-2247-679000-53345-3325	Medicare - Non-Instructional :Resource Development	319	
12-2247-679000-53345-3415	H & W - Non-Instructional : Resource Development	5,409	
12-2247-679000-53345-3435	H & W - Retiree Fund Non-Inst : Resource Development	242	
12-2247-679000-53345-3515	SUI - Non-Instructional : Resource Development	11	
12-2247-679000-53345-3615	WCI - Non-Instructional :Resource Development	330	
12-2247-679000-53345-3915	Other Benefits - Non-Instructional: Resource Development	750	
	Sub-total Fiscal Agent/Administrative Costs	32,979	
REGIONAL CTE PROGRAMS			
12-2247-684000-53345-5100	Contracted Services : Resource Development Los Angeles region \$3,064,590 Orange County region \$1,566,520	4,631,111	
	Sub-total Regional CTE Programs Costs	4,631,111	
	Total District Office	4,874,853	4,874,853
	Total #2247 - CTE SWP Regional FY 20/21	4,874,853	4,874,853

ABSTRACT

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

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

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

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

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: March 8, 2021
Re:	Approval of High Scope Educational Research Foundation Curriculum Purchase for the Child Development Centers	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District operates seven Child Development Centers (CDC) throughout the District serving children who range in age from six months to five years old. The CDCs are required to provide a researched-based curriculum that is inclusive of children with special needs and is developmentally, linguistically, and culturally appropriate, as determined by the grant guidelines of the California State Preschool Program (CSPP), Early Head Start (EHS), and General Child Care (CCTR). The High Scope Curriculum meets all requirements and implements best educational practices for young children.

ANALYSIS

The District investigated several early childhood curriculums and determined that the High Scope Curriculum was the best fit for the program. It meets all grant requirements and aligns to the California Preschool Learning Foundations and Framework, which are the Preschool Common Core State Standards, and works with the Santa Ana College and Santiago Canyon College's Practicum Courses embedded in the CDC's.

The High Scope Curriculum purchase is funded by Fund 33- Child Development Services categorical budget.

Project Director: Janneth Linnell

Program Administrator: Enrique Perez

RECOMMENDATION

It is recommended that the Board of Trustees approve the purchase of the High Scope Curriculum for the Child Development Centers.

Fiscal Impact:	\$ 55,482.80	Board Date: March 8, 2021
Prepared by:	Janneth Linnell, Executive Director of Child Development Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

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 Quote QTE001409
 Date 2/10/2021

HighScope Educational Research Foundation

600 N RIVER STREET
 YPSILANTI MI 48198-2898

Bill To: RANCHO SANTIAGO COMM COLL DIST
 2323 N BROADWAY, SUITE 245
 SANTA ANA CA 92706

Ship To: RANCHO SANTIAGO COMM COLL DIST
 JENNIFER PRUZNICK/ EALY HEAD START
 2323 N BROADWAY, SUITE 245
 SANTA ANA CA 92706

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	123127		UPS	NET 30	0/0/0000	98,981
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
20.00	F2107SET	HIGHSCOPE INFANT-TODDLER CURRICULUM KIT	EACH	\$0.00000	\$315.00000	\$6,300.00
6.00	F1078	IT'S MINE! RESOLVING PROBLEMS DVD	EACH	\$0.00000	\$37.00000	\$222.00
6.00	F1080	INFANT TODDLER DAILY SCHEDULES AND CAREGIVING ROU	EACH	\$0.00000	\$45.00000	\$270.00
6.00	F1082	INFANT-TODDLER ADULT-CHILD INTERACTION DVD	EACH	\$0.00000	\$45.00000	\$270.00
6.00	F1084	INFANT-TODDLER ACTIVE LEARNING DVD	EACH	\$0.00000	\$35.00000	\$210.00
12	M1028SET	SET OF NINE RHYTHMICALLY	EACH	\$0.00000	\$125.00000	\$1,500.00
7.00	F1269	LET'S PLAY AND LEARN TOGETHER! 30 AT-HOME ACTIVIT	EACH	\$0.00000	\$30.00000	\$210.00
7	F1273SET	INFANT-TODDLER LETTER LINKS BOOK & ONLINE LICENSE	EACH	\$0.00000	\$45.00000	\$315.00
7.00	M2410	BIG BEATS FOR YOUNG PEEPS CD	EACH	\$0.00000	\$20.00000	\$140.00
28.00	P4002SET	HIGHSCOPE PRESCHOOL CURRICULUM KIT	EACH	\$0.00000	\$995.00000	\$27,860.00
6.00	P1426	INTENTIONAL TEACHER 2ND EDITION	EACH	\$0.00000	\$30.00000	\$180.00
35.00	P1379	NUMBERS PLUS PARENT BOOKLET SET OF 25 ENGLISH-SPA	EACH	\$0.00000	\$40.00000	\$1,400.00
6.00	P1420	MEANINGFUL MATH IN PRESCHOOL: MAKING MATH COUNT T	EACH	\$0.00000	\$30.00000	\$180.00
28.00	P1391	I'M OLDER THAN YOU. I'M FIVE! 2ND EDITION	EACH	\$0.00000	\$26.00000	\$728.00
6.00	P1366	REAL SCIENCE IN PRESCHOOL: HERE, THERE, AND EVERY	EACH	\$0.00000	\$26.00000	\$156.00
6.00	P1428	YOU CAN'T COME TO MY BIRTHDAY PARTY 2ND EDITION	EACH	\$0.00000	\$35.00000	\$210.00
28.00	P1134	STEPS IN RESOLVING CONFLICTS POSTER	EACH	\$0.00000	\$7.00000	\$196.00
28.00	P1389	YOU'RE NOT MY FRIEND ANYMORE	EACH	\$0.00000	\$16.00000	\$448.00
28.00	P1190	FEE, FIE, PHONEMIC AWARENESS	EACH	\$0.00000	\$26.00000	\$728.00
6.00	P1224	PRESCHOOL READERS AND WRITERS	EACH	\$0.00000	\$35.00000	\$210.00
35.00	P1354	STORYBOOK TALK: CONVERSATIONS FOR COMPREHENSION	EACH	\$0.00000	\$20.00000	\$700.00
28.00	P1395	STORY STARTERS FOR GROUP TIMES	EACH	\$0.00000	\$26.00000	\$728.00
6.00	P1434	ART SMART	EACH	\$0.00000	\$30.00000	\$180.00
28.00	P1458	LITERACY TOOL KIT	EACH	\$0.00000	\$55.00000	\$1,540.00
6.00	P1431	DAILY ROUTINE DVD W/ SPANISH SUB TITLES	EACH	\$0.00000	\$40.00000	\$240.00
28.00	P1152	MAKING THE MOST OF PDR: IDEA BOOK #5	EACH	\$0.00000	\$26.00000	\$728.00
6.00	P1432	PLAN-DO-REVIEW IN ACTION W/SPANISH	EACH	\$0.00000	\$40.00000	\$240.00

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	123127		UPS	NET 30	0/0/0000	98,981
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
6.00	P1308	SUBTITLES DVD LARGE-GROUP TIMES FOR ACTIVE LEARNERS DVD	EACH	\$0.00000	\$40.00000	\$240.00
6.00	P1433	SMALL GROUP TIME FOR ACTIVE LEARNERS DVD SPANISH	EACH	\$0.00000	\$40.00000	\$240.00
6.00	P1381	ADULT-CHILD INTERACTION: COMMUNICATING TO SUPPORT	EACH	\$0.00000	\$40.00000	\$240.00
6.00	P1361	MOVING PAST PRAISE DVD	EACH	\$0.00000	\$30.00000	\$180.00
6.00	P1359	INDOOR AND OUTDOOR LRNG ENVIR DVD	EACH	\$0.00000	\$40.00000	\$240.00
6.00	P1363	OUTSIDE TIME FOR ACTIVE LEARNERS DVD	EACH	\$0.00000	\$25.00000	\$150.00
28.00	P1355	FROM MESSAGE TO MEANING: USING A DAILY MESSAGE BO	EACH	\$0.00000	\$20.00000	\$560.00
28.00	P1336	I KNOW WHAT'S NEXT! PRESCHOOL	EACH	\$0.00000	\$20.00000	\$560.00
6.00	P1421	"I WANT ALL THE TURNS! SUPPORTING CHILDREN IN RES	EACH	\$0.00000	\$95.00000	\$570.00
35.00	P1348	I BELONG: ACTIVE LEARNING FOR	EACH	\$0.00000	\$26.00000	\$910.00
6.00	P1424	ENGAGING YOUNG LEARNERS WITH SPECIAL NEEDS DVD	EACH	\$0.00000	\$95.00000	\$570.00
35.00	P1417	SOMETHING FROM NOTHING: USING EVERYDAY MATERIALS	EACH	\$0.00000	\$20.00000	\$700.00
21.00	P1204	LETTER LINKS	EACH	\$0.00000	\$26.00000	\$546.00
12	P1374SET	LETTER LINKS BOOK/ONLINE LICENSE	EACH	\$0.00000	\$45.00000	\$540.00
29.00	PC1005	SONGBOOK	EACH	\$0.00000	\$25.00000	\$725.00
1.00	P1429	LET'S PLAY AND LEARN TOGETHER	EACH	\$0.00000	\$30.00000	\$30.00
1.00	P1430	LET'S PLAY AND LEARN TOGETHER - SPANISH	EACH	\$0.00000	\$30.00000	\$30.00
28.00	P1399	READY SIGN GO	EACH	\$0.00000	\$20.00000	\$560.00
8.00	Z4001	CONFLICT RESOLUTION WALLET CARDS	EACH	\$0.00000	\$15.00000	\$120.00
8.00	Z4002	ADULT/CHILD INTERACTION WALLET CARDS	EACH	\$0.00000	\$15.00000	\$120.00
28.00	P1353	50 ACTIVITIES FOR LARGE GROUPS	EACH	\$0.00000	\$38.00000	\$1,064.00
28.00	P1403	EXPLORE AND LEARN QUICK CARDS: SMALL GROUP TIMES	EACH	\$0.00000	\$50.00000	\$1,400.00
10.00	M1029	TEACHING MOVEMENT & DANCE, 6TH	EACH	\$0.00000	\$55.00000	\$550.00
6.00	M1023	MOVEMENT IN STEADY BEAT 2ND ED	EACH	\$0.00000	\$25.00000	\$150.00
6.00	M1025	MOVEMENT PLUS RHYMES BOOK & CD	EACH	\$0.00000	\$30.00000	\$180.00
6.00	M1027	MOVEMENT PLUS MUSIC 3RD ED	EACH	\$0.00000	\$20.00000	\$120.00
6.00	M1030	MAKING CONNECTIONS	EACH	\$0.00000	\$28.00000	\$168.00
15.00	P1390	ACTIVITIES FOR HOME VISITS: PARTNERING WITH PRESC	EACH	\$0.00000	\$20.00000	\$300.00
1.00	*MISC	DISCOUNT	EACH	\$0.00000	(\$2,369.20000)	(\$2,369.20)

Subtotal	\$55,482.80
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$55,482.80

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: March 8, 2021
Re:	Approval of Community College League of California Institution Participation Agreement – Library Services Platform	
Action:	Request for Approval	

BACKGROUND

On February 1, 2019, the Council of Chief Librarians, the California Community Colleges Chancellor's Office (CCCCO), the Community College League of California (CCLC) and the CCC Technology Center initiated a state-funded project to implement a single cloud-based library services platform (LSP) on behalf of the 114 California community college libraries. Ex Libris was selected as the system-wide vendor for this project and 110 of California's 114 community colleges participated and implemented this new system, including both Santa Ana College (SAC) and Santiago Canyon College (SCC). Costs were subsidized by the CCCCCO. Unfortunately, due to COVID-19 CCCCCO budgetary shortfalls, funding for Ex Libris expired on December 31, 2020 and the cost for continued use of the system is now the responsibility of each of the 110 participating colleges.

ANALYSIS

The CCLC established a Subscription Agreement with Ex Libris on December 18, 2020 to give California community colleges the option to continue the services at their own expense through an Institution Participation Agreement (IPA). The CCLC negotiated a term with Ex Libris effective from January 1, 2021 through December 31, 2023. Colleges have been granted a grace period to continue the services. When signing the IPA, the start of the term will be retroactively set to January 1, 2021 for each participating college to ensure the services continue without interruption. The IPA has been reviewed and found to be adequate and acceptable by the Dean, Fine & Performing Arts at SAC and the Dean of Institutional Effectiveness, Library & Learning Support Services at SCC in partnership with ITS. Please click [here](#) to view the CCLC IPA for the Rancho Santiago Community College District.

The District would like to participate in the CCLC IPA to continue to utilize the Library Services Platform. The cost for each institution is based on FTEs and system features used per college. The year one cost is \$69,392 (\$46,374 for SAC and \$23,018 for SCC). Following the end of the first year of the term, annual prices may be increased by Ex Libris upon notice to CCLC, not to exceed 4% per year for the second year of the term and not to exceed 4.5% per year for the third year of the term.

The use of Ex Libris has provided many benefits to students, faculty, and staff that utilize the services of both college libraries. The system makes the sharing of library inventory, library information, and resources easier within the District and has improved the tracking and reporting of library inventory and student usage. The Ex Libris platform is also employed by all California State Universities (CSUs), providing a seamless experience to SAC and SCC students who transfer to the CSU system. It is critical to continue this service without disruption.

This project will be funded by CARES Act funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the Community College League of California Institution Participation Agreement – Library Services Platform as presented.

Fiscal Impact:	\$69,392 for the 2021 Calendar Year	Board Date: March 8, 2021
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

Office of the Chancellor

To:	Board of Trustees	Date: March 8, 2021
Re:	Adoption of Resolution No. 21-02 Authorization to Join Statewide Association of Community Colleges Property and Liability Joint Powers Authority	
Action:	Information	

BACKGROUND

The Rancho Santiago Community College District (RSCCD) purchases Property and Liability insurance on an annual basis. The District has explored options to reduce overall costs, while broadening coverage to best protect the District and Board of Trustees against property claims and allegations of liability. The goals are to reduce risk management program costs, enhance and broaden coverage and receive integrated services, i.e. loss control, on-line training and risk management assistance. In addition, our current excess liability program “SELF”, recently assessed Rancho Santiago Community College District due to underfunding of its program in certain program years.

ANALYSIS

The Statewide Association of Community Colleges (SWACC) is comprised exclusively of community colleges and currently has 54 of the 73 community college districts in the State of California within its membership. SWACC has over 750,000 FTE’s and provides coverage’s and risk management services specific to community colleges. SWACC is accredited with “Excellence” by the California Association of Joint Powers Authorities. Joining SWACC provides an increase in resources and services, enhanced coverage, access to a college specific insurance program, and expectation of claims being paid through a conservatively funded JPA with a specific formula for handling uncovered damages and causes of action. The program includes loss control services along with strategies to help reduce losses. SWACC funds its property and liability program in excess of the 90% actuarial determined probability level.

The District will receive tools and resources through admission into SWACC to help reduce our liability exposure. As a member of SWACC, the District will receive Loss Control assistance, Safety Site Inspections, Hazardous Material Audits, Building Appraisals and the newest on-line Risk Management Technology, P&C Bridge and Keenan SafeColleges on-line training platform. This technology will allow the administration to bridge compliance, training, communication and risk management in one secure platform.

RECOMMENDATION

The Chancellor recommends adoption of Resolution No. 21-02 authorizing the withdrawal of membership in the Alliance of Schools Cooperative Insurance Program (ASCIP) property and liability program, and declaring membership in the Statewide Association of Community Colleges Joint Powers Authority and authorization be given to the Chancellor to execute on behalf of the District, the Joint Powers Agreement/Bylaws and accompanying claims administration agreement; and appoint himself as the District’s official representative; and authorization be given to the Chancellor to appoint an alternate representative to the SWACC JPA.

Fiscal Impact: None	Board Date: March 8, 2021
Prepared by: Debra Gerard, Executive Assistant to the Chancellor	
Submitted by: Marvin Martinez, Chancellor	
Recommended by: Marvin Martinez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
BOARD OF TRUSTEES**

**RESOLUTION - AUTHORIZATION TO JOIN STATEWIDE ASSOCIATION
OF COMMUNITY COLLEGES PROPERTY AND LIABILITY
JOINT POWERS AUTHORITY**

Resolution No. 21-02

WHEREAS, community college districts have determined there is a need for affordable Property and Liability coverages by combining their respective efforts to establish, operate and maintain a Joint Power Authority for Property and Liability coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

NOW THEREFORE BE IT RESOLVED the RSCCD Board of Trustees declares membership in the Statewide Association of Community Colleges (SWACC) Joint Powers Authority effective the 1st day of July 2021, and instructs its duly authorized agent to execute on behalf of Rancho Santiago Community College District the attached Joint Powers Agreement and Bylaws and appoints Marvin Martinez, Chancellor, as its official representative to the SWACC JPA;

AND IT BE FURTHER RESOLVED that the RSCCD Board of Trustees will formally withdraw from the Alliance of Schools Cooperative Insurance Program for property and liability effective 12:00am the 1st day of July 2021;

AND IT BE FURTHER RESOLVED that the RSCCD Board of Trustees will authorize establishing a trust account with Union Bank to pay property and liability claims within Rancho Santiago Community College District's self-insured retention;

AND IT BE FURTHER RESOLVED that the RSCCD Board of Trustees will contract with Keenan & Associates for Property and Liability claims administration for the self-insured retention;

PASSED AND ADOPTED by the Board of Trustees of the Rancho Santiago Community College District this 8th day of March 2021 with the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I, Phillip E. Yarbrough, President of the Board of Trustees of the Rancho Santiago Community College District, do hereby certify that the foregoing is a full, true, and a correct copy of the resolution adopted by said Board at a regular meeting thereof held in the regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of said Board.

Phillip E. Yarbrough
President, RSCCD Board of Trustees

JOINT EXERCISE OF POWERS AGREEMENT
STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES
(SWACC)

JOINT POWERS AUTHORITY

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JOINT POWERS AGREEMENT

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NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES, each of the parties hereto does agree as follows:

1. CREATION OF THE JOINT POWERS ENTITY

A Joint Powers Entity, separate and apart from the public agencies signatory hereto, shall be and is hereby created and shall hereafter be designated as the Statewide Association of Community Colleges (hereinafter referred to as the "Authority").

2. FUNCTIONS OF THE AUTHORITY

(a) The Authority is established for the purposes of administering this Agreement, pursuant to the Joint Powers provisions of the California Government Code, and of providing the services and other items necessary and appropriate for the establishment, operation and maintenance of a joint program for liability and property damage claims against the members of the public agencies who are members thereof, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding other joint programs.

(b) The functions of the Authority are:

(1) To provide a joint program and system, as stated in the memorandum of coverage an given to each member, for liability and property damage claims against the members of the Authority and as such, to perform, or contract for the performance of, the financial administration, policy formulation, claim service, legal representation, safety engineering, and other development as necessary for the payment and handling of all liability and property damage protection claims against members. Said payment and handling for any member shall be for all liability and property damage claims filed and arising out of facts occurring during the period of membership in the Authority. The Authority shall not pay or handle for a member any liability and property damage protection claims which arise out of facts occurring before membership or after termination of membership in this Authority.

(2) To pursue any member's right of subrogation against a third party when in the discretion of the Board of Directors the same is appropriate. Any and all proceeds resulting from the assertion of such subrogation rights shall accrue to the benefit of the member against which the claim is charged.

(3) To enter into contracts.

- (4) To obtain appropriate insurance coverage as determined by the Board of Directors.
- (5) To acquire, hold, and dispose of property, real and personal, all for the purpose of providing the membership with the necessary education, study, development, and implementation of a joint program, for liability and property protection including, but not limited to, the acquisition of facilities and equipment necessary, the employment of personnel, and the operation and maintenance of a system for the handling of the joint program.
- (6) To incur debts, liabilities, and obligations necessary to accomplish the purposes of this Agreement.
- (7) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, associations, and any governmental entity.
- (8) To invest surplus reserve funds as deemed appropriate by the Board of Directors, and as subject to law.
- (9) To provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding other joint programs.
- (10) To sue and be sued in the name of the Authority.
- (11) To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provision of law.

3. POWERS OF THE AUTHORITY

The Authority shall have the power and authority to exercise any power common to the public agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of the Authority shall be subject to the restrictions upon the manner of exercising such powers by a public agency having the same status as a Member District or Joint Powers Authority except as otherwise provided in this Agreement.

4. TERM OF THE AGREEMENT

This Agreement shall become effective on June 1, 1986. This Agreement shall continue in effect until lawfully terminated as provided herein and in the Bylaws. In the event of a reorganization of one or more of the public agencies participating in this Agreement, the successor in interest or successors in interest to the obligations of any such reorganized public agency may be substituted as a party or as parties to this Agreement.

5. BYLAWS

- (a) The Authority shall be governed pursuant to those certain Bylaws, a copy of which is

5.4 (7)

attached hereto as Exhibit "A" and incorporated herein by reference, and by such amendments to the Bylaws as may from time to time be adopted. Wherever in this Agreement "Bylaws" are referred to, said Bylaws shall be those set forth in Exhibit "A", as may be amended. Each party to this Agreement agrees to comply with and be bound by the provisions of said Bylaws and further agrees that the Authority shall be operated pursuant to this Agreement and said Bylaws.

- (b) Procedures for amending the Bylaws shall be as provided in the Bylaws so long as not inconsistent with this Agreement. All amendments must be approved by two-thirds (2/3) of the weighted vote of the Board of Directors before the amendment shall become effective. Such amendments shall be binding upon all members of the Authority. The effective date of any amendment will be on the first day of the next month following adoption, unless otherwise stated.

6. MEMBERSHIP IN THE AUTHORITY

- (a) Each party to this Agreement must be eligible for membership in the Authority as defined in the Bylaws and shall become a member of the Authority on the effective date of this Agreement, except as provided herein below. Each party, which becomes a member of the Authority shall be entitled to the rights and privileges of, and shall be subject to the obligations of, membership as provided in this Agreement and in the Bylaws.
- (b) Upon the written approval and two-thirds (2/3) of the weighted vote of the Board of Directors, any community college district, or Joint Powers Authority comprised solely of community college districts that is not a party hereto but that desires to join the Authority created hereby, may become a member hereof by executing a copy of this Agreement whereby said community college district and Joint Powers Authority comprised solely of community college districts agrees to comply with the terms of this Agreement and of the Bylaws effective as of the date of such execution.
- (c) Each member shall have a minimum of \$5,000 self-insured retention per occurrence for liability coverage and a minimum of \$5,000 deductible per occurrence for property coverage provided to the member by the Authority.

7. WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP

- (a) Any party to this Agreement which has completed three complete years as a member of the Authority may voluntarily terminate this Agreement as to itself and withdraw from membership in the Authority. Such termination and withdrawal of membership shall become effective subject and according to the conditions, manner and means set forth in the Bylaws.
- (b) A member may be involuntarily terminated from the Authority upon a two-thirds (2/3) of the weighted vote of all the remaining members of the Board of Directors, as provided by the Bylaws. Such removal from membership shall operate to terminate the Agreement as to such party.

8. TERMINATION OF AGREEMENT

This Agreement may be terminated effective at the end of any fiscal year by the affirmative vote of three-fourths (3/4) of the members of the Authority; provided, however, that the Authority and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the Authority.

9. DISPOSITION OF PROPERTY AND FUNDS

- (a) In the event of the dissolution of the Authority, the complete rescission, or other final termination of this Agreement by all public agencies then a party hereto, any property interest remaining in the Authority following a discharge of all obligations shall be disposed of as provided for by the Bylaws.
- (b) In the event a member withdraws from this Agreement, any property interest of that member remaining in the Authority following discharge of all obligations shall be disposed of as provided for by the Bylaws.
- (c) "Obligations," as referred to herein, shall include, but not be limited to, all payments required by law, together with all reserves which have been established for the purpose of paying incurred claims together with any other legal obligations incurred by the Authority pursuant to this Agreement.

10. AMENDMENTS

This Agreement may be amended at any time with a subsequent written agreement signed by three-fourths (3/4) of the members of the Authority. Any such amendment shall be effective upon the date of final execution thereof, unless otherwise provided in this amendment.

11. SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

12. LIABILITY

- (a) Pursuant to the provisions of Sections 895, et seq., of the California Government Code, the members are jointly and severally liable upon any liability which is otherwise imposed by law upon any one of the members or upon the Authority for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement.

If a member or the Authority is held liable upon any judgement for damages caused by such an act or omission and makes payments in excess of its pro rata share on such judgement, such member or the Authority is entitled to contribution from each of the other members that are parties to the Agreement. A member's pro rata share shall be determined in the same manner as for the disposition of property and funds as provided in the Agreement and the Bylaws.

- (b) The Authority may insure itself, to the extent deemed necessary or appropriate by the Board of Directors, against loss, liability, and claims arising out of or connected with this Agreement.

13. ENFORCEMENT

The Authority is hereby given authority to enforce this Agreement. In the event suit is brought upon this Agreement by the Authority and judgment is recovered against a member, the member shall pay all costs incurred by the Authority, including reasonable attorney's fees as fixed by the court.

14. DEFINITIONS

Unless the context requires otherwise, the terms used herein and in the By-Laws shall have the following meanings:

- (a) "Authority" shall mean the Statewide Association of Community Colleges created by this Agreement.
- (b) "Board of Directors" shall mean the governing board of the Authority established by the Bylaws to direct and control the Authority.
- (c) "Claims Adjuster" shall mean a claim adjuster as may be engaged by the Board of Directors for the purpose of determining losses and payments with respect to the Claims Fund.
- (d) "Contribution" shall mean money paid by a member to the Authority.
- (e) "A Liability" shall mean comprehensive general liability, property damage liability, automobile liability, personal injury liability, and errors and omissions liability as further defined in the memorandum of coverage.
- (f) "Loss Reports" shall mean a report showing a member's liability and property damage claims in detail including current status.
- (g) "Member" shall mean a community college district or joint powers authority comprised solely of community college districts which belong to the Authority.
- (h) "Memorandum of Coverage" shall mean the document stating the type of program and the scope of liability and property damage protection coverage as adopted by the Board of Directors.
- (i) "Public Educational Agency" shall mean a community college district or joint powers authority comprised solely of community college district.
- (j) "Property Damage" shall mean damage to real or personal property owned or held by

a member as further defined in the memorandum of coverage.

- (k) "Reserves" shall mean those parts of member contributions held by the Authority to make future liability and property damage payments as respects to claims that have been incurred but are unpaid.
- (l) "Joint Program" shall mean the group purchasing of Insurance, or the pooled purchase of Excess Insurance with the setting aside of funds and reserves to pay for a self-insured retention or for losses not covered by insurance.
- (m) "Pro-Rata Share" shall mean each member's financial contribution in proportion to the total of all member's contributions for each fiscal year.
- (n) "Weighted Vote" shall mean the votes allocated to the members of the Authority pursuant to the Bylaws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

Name of Entity: _____

Date: _____

By: _____

Title: Representative

Name of Entity: Statewide Association of Community Colleges JPA

Date: _____

By: _____

Title: JPA Manager

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: March 8, 2021
Re:	Adoption of Resolution No. 21-03 Declaring Withdrawal of Membership in Alliance of Schools Cooperative Insurance Program (ASCIP) Workers Compensation Joint Powers Authority and Declaration of Membership in Protected Insurance Program for Schools and Community Colleges (PIPS) Joint Powers Authority (JPA)	
Action:	Information	

BACKGROUND

Rancho Santiago Community College District (RSCCD) has been a permissible self-insured public entity for workers compensation as a member of the Alliance of Schools Cooperative Insurance Program (ASCIP). As a member of ASCIP, the District has a \$150,000 Self Insured Retention. This means for each and every claim, RSCCD is responsible to fund the first \$150,000. This creates unknown risk to the District and the potential to be underfunded in certain years. It is unclear as to what funding level the District funds are at as an actuarial study has not been conducted for many years.

ANALYSIS

The Protected Insurance Program for Schools and Community Colleges, (PIPS) provides workers' compensation coverage for K-14 schools in California. PIPS has more than 450 California school and community college districts representing more than \$13 billion dollars of payroll. In fact, 48 of the California community college districts participate in PIPS. The program will eliminate the uncertainties inherent in a traditional "self-insurance" program (i.e. confidence level, medical inflation) with minimal, if any, future risk. The program will function much like a "fully insured" program and will provide protection to the PIPS member districts in excess of a 99%+ actuarially determined probability level. PIPS provides first dollar coverage and eliminates the risks associated with a retention/deductible of \$150,000 per claim. The program provides targeted loss control training and risk management assistance to help the District in reducing the frequency and severity of claims which will have a positive impact on future contributions. The program provides innovative on-line technology to assist with the risk management and training needs of the District.

In order to join the PIPS JPA, a board resolution must be passed, and the Joint Powers Agreement signed and submitted.

RECOMMENDATION

The Chancellor recommends adoption of Resolution No. 21-03 authorizing the withdrawal from ASCIP and authorizing the District’s participation and membership in the Protected Insurance Program for School Joint Powers Authority; and the authority to instruct the Chancellor to execute on behalf of the District, the Joint Powers Agreement; and appoint himself as the District’s official representative; and the authority be given to the Chancellor to appoint an alternate representative to the Protected Insurance Program for Schools JPA.

Fiscal Impact: None	Board Date: March 8, 2021
Prepared by: Debra Gerard, Executive Assistant to the Chancellor	
Submitted by: Marvin Martinez, Chancellor	
Recommended by: Marvin Martinez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
BOARD OF TRUSTEES**

**RESOLUTION DECLARING WITHDRAWAL OF MEMBERSHIP IN THE ALLIANCE
OF SCHOOLS COOPERTIVE INSURANCE PROGRAM (ASCIP) WORKERS
COMPENSATION JOINT POWERS AUTHORITY AND DECLARATION OF
MEMBERSHIP IN THE PROTECTED INSURANCE PROGRAM FOR SCHOOLS AND
COMMUNITY COLLEGES (PIPS) JOINT POWERS AUTHORITY (JPA)**

Resolution No. 21-03

WHEREAS, California schools and community college districts have determined there is a need for workers' compensation coverage by combining their respective efforts to establish, operate and maintain a Joint Powers Agency for workers' compensation coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the Rancho Santiago Community College District withdraws from the Alliance of Schools Cooperative Insurance Program workers compensation Joint Powers Authority effective June 30, 2021, and declares its membership in the Protected Insurance Program for Schools and Community College Joint Powers Authority and instructs its duly authorized agent to execute on behalf of Rancho Santiago Community College District the attached Joint Powers Agreement and appoints Chancellor Marvin Martinez, as its official representative to the Protected Insurance Program for Schools and Community College Joint Powers Authority.

PASSED AND ADOPTED by the Board of Trustees of Rancho Santiago Community College District this 8th day of March 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Tina Arias Miller, Clerk of the Board of Trustees of the Rancho Santiago Community College District, do hereby certify that the foregoing is a full, true, and a correct copy of a resolution adopted by the Board of Trustees at a regularly called and conducted meeting held on said date.

Tina Arias Miller,
Clerk, RSCCD Board of Trustees

JOINT EXERCISE OF POWERS AGREEMENT

Workers' Compensation Pool

Protected Insurance Program for
Schools Joint Powers Authority (P.I.P.S)

JOINT EXERCISE OF POWERS AGREEMENT

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JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500, et seq.) of the California Government Code, relating to the joint exercise of powers, between the public educational agencies signatory hereto, and also those which may hereafter become signatory hereto, for the purpose of operating an agency to be known and designated as The Protected Insurance Program For Schools Joint Powers Authority (hereinafter referred to as “the Authority”).

WITNESSETH:

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Exercise of Powers Agreement to accomplish the purposes hereinafter set forth; and

WHEREAS, public education agencies are required by Division 4 of the California Labor Code, commencing with Section 3200, to maintain Workers’ Compensation coverage for their employees; and

WHEREAS, the signatories hereto have determined that there is a need, by public education agencies, for a Joint Program to provide Workers’ Compensation coverage for their employees; and

WHEREAS, Title 1, Division 7, Chapter 5, Article 1, of the California Government Code, commencing with Section 6500, authorizes joint exercise by two or more public education agencies of any power common to them; and

WHEREAS, the Legislature has authorized public education agencies in Section 3700(c) of the California Labor Code to enter into pooled self-insurance joint exercise of powers agreements as one of the ways in which they may satisfy their Workers’ Compensation coverage obligation and California Government Code Sections 990.8(d) and 6512.2 allow joint powers authorities to purchase insurance or reinsurance of pooled Claim Liabilities; and

WHEREAS, it is the desire of the signatories hereto to jointly provide for a Joint Program for Workers’ Compensation coverage for their mutual advantage and concern.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES, EACH OF THE PARTIES HERETO DOES AGREE AS FOLLOWS:

1. CREATION OF THE JOINT POWERS ENTITY

A joint powers entity, separate and apart from the public agencies signatory hereto, shall be and is hereby created and shall hereafter be designated as the Protected Insurance Program for Schools Joint Powers Authority (hereinafter referred to as the "Authority").

2. FUNCTIONS OF THE AUTHORITY

A. The Authority is established for the purposes of administering this Agreement, pursuant to the provisions of the California Government Code, and of providing the services and other items necessary and appropriate for the establishment, operation and maintenance of a Joint Program for Workers' Compensation coverage for the public educational agencies who are Members thereof, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding such program.

B. The functions of the Authority are:

- (1) To provide each member a Joint Program and system, for Workers' Compensation coverage for Workers' Compensation claims against the Members of the Authority in accordance with the Authority's Memorandum of Coverage and as such, to perform, or contract for the performance of, the financial administration, policy formulation, claim service, legal representation, safety engineering, and other services as necessary for the payment and handling of all Workers' Compensation claims against Members.
- (2) To pursue the Member's right of Subrogation against a third party when in the discretion of the Authority the same is appropriate. Any and all proceeds resulting from the assertion of such Subrogation rights shall accrue to the benefit of the Authority.

3. POWERS OF THE AUTHORITY

The Authority shall have the power and authority to exercise any power common to the public agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth, including but not limited to the following:

- (A) To enter into contracts.
- (B) To establish appropriate levels of Workers' Compensation coverage, through self-insurance pooling or through re-insurance, as determined by the Authority

and to assess premiums/contributions from Members to provide such coverage.

- (C) To acquire, hold, and dispose of property, real and personal, all for the purpose of providing the membership with the necessary education, study, development, and implementation of a Joint Program for Workers' Compensation coverage including, but not limited to, the acquisition of facilities and equipment, the employment of personnel, and the operation and maintenance of a system for the handling of the Joint Program.
- (D) To incur debts, liabilities, and Obligations necessary to accomplish the purposes of this Agreement.
- (E) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, associations, and any governmental entity.
- (F) To invest funds as deemed appropriate by the Authority, and as subject to law.
- (G) To provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding other Joint Programs.
- (H) To sue and be sued in the name of the Authority.
- (I) To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provision of law.
- (J) To join other joint powers authorities to provide services and coverages to the Authority.

Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of the Authority shall be subject to the restrictions upon the manner of exercising such powers by a public agency having the same status as a member agency or joint powers authority except as otherwise provided in this Agreement.

4. GOVERNANCE

(A) Board of Directors

- (1) The signatories to this Agreement hereby create and do establish a nine (9) person Board of Directors, comprised of representatives selected by Members of the Authority, which shall serve as the Governing Board of the Authority. The Board of Directors shall be empowered to effectuate the powers of the Authority. Directors of the Authority shall be employees of

Authority Members. A nominating committee shall be established to accept nominations for Director positions and to oversee Director elections.

- (2) The process for selecting Directors for the Authority shall be specified in the Authority's Bylaws. Directors shall serve staggered two-year terms, except for the initial term, wherein four (4) initial Directors shall serve one-year terms and five (5) initial Directors shall serve two-year terms. For the purpose of electing Directors only, Authority Members shall be allowed one vote for each full Ten Million Dollars (\$10,000,000.00) in Workers' Compensation payroll (based on the latest available full fiscal year's audited actuals) rounded to the nearest whole number. Votes can be cast cumulatively or split among more than one candidate. Vacancies for the Board of Directors shall be filled using a similar selection process. Four (4) of the Board of Director positions shall be reserved for and held by representatives of Community College District members.
- (3) Individual Directors shall have authority only when convened as a duly constituted Board. Directors shall represent the interests of the Authority as a whole, as well as the interests of the individual members. Each Director may cast a single vote on action items presented to the Board of Directors. Proxy and absentee votes shall not be permitted. A majority vote of the entire Board of Directors shall be required to take action. A quorum shall be necessary for the Authority to conduct business and shall consist of a majority of individual Directors.
- (4) The Board of Directors may conduct regular, adjourned regular, special, and adjourned special meetings as it deems necessary, provided, however, that it shall hold at least one regular meeting each fiscal year. The date, time, and place for each such regular meeting shall be fixed by resolution of the Board of Directors, which shall be provided to each member of the Authority. Special meetings of the Board of Directors may be held as needed, to be determined by the President of the Board. Notices of special meetings shall be sent to all members of the Authority, typically at least 72 hours and in no case less than 24 hours in advance of the beginning of such meetings. All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, Section 54950 et seq., of the California Government Code, as said Act may be modified by subsequent legislation.
- (5) Except as otherwise provided or permitted by law, all meetings of the Board of Directors shall be open and public. The Board of Directors shall cause minutes of its meetings to be kept, and shall promptly transmit to the Members of the Authority true and correct copies of the minutes of such meetings.

- (6) The Board of Directors shall designate by resolution a specific location at which it will receive notices, correspondence, and other communications, and shall designate the Secretary of the Board as the agent for purposes of receiving service of process on behalf of the Board of Directors. The Board of Directors shall comply with the requirements of Government Code Sections 6503.5 and 53051 as such provisions pertain to the preparation and filing of statements with the Secretary of State and with the County Clerk.
- (7) The Board of Directors may form, appoint, and dissolve ad hoc and standing committees comprised of Directors and representatives of Members, as determined necessary or useful by the Board of Directors.
 - (a) Notwithstanding the foregoing, there shall be irrevocably established a standing committee, referred to as the **Community College District Member Committee**.
 - (i) The composition of the Community College District Member Committee shall include the four (4) designated Directors from community college district members and five (5) non-Director representatives selected from among the community college district members of the Authority. The Community College District Member Committee may add in its discretion additional non-Director representatives to Committee membership. The Community College designated Directors shall select the non-Director community college district member representatives to serve on the Committee.
 - (ii) The Board of Directors shall delegate actual and effective decision-making authority to the Community College District Member Committee concerning all issues that affect only the community college district members of the Authority, including but not limited to review of base contribution rates, experience rating, additional assessments, and pro rata return of contributions, if any.
 - (iii) All meetings of the Community College District Member Committee shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, Section 54950 et seq., of the California Government Code.

- (b) Notwithstanding the foregoing, there shall be irrevocably established a standing committee, referred to as the **K-12 District Member Committee**.
 - (i) The composition of the K-12 District Member Committee shall include the five (5) designated Directors from K-12 district members and four (4) non-Director representatives selected from among the K-12 district members of the Authority. The K-12 District Member Committee may add in its discretion additional non-Director representatives to Committee membership. The K-12 designated Directors shall select the non-Director K-12 district member representatives to serve on the Committee.
 - (ii) The Board of Directors shall delegate actual and effective decision-making authority to the K-12 District Member Committee concerning all issues that affect only the K-12 district members of the Authority, including but not limited to review of base contribution rates, experience rating, additional assessments, pro rata return of contributions, if any.
 - (iii) All meetings of the K-12 District Member Committee shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, Section 54950 et seq., of the California Government Code.
 - (c) All Authority governance responsibilities other than those delegated in (a) and (b) above shall be retained by the Board of Directors.
- (8) The Authority shall operate on a July 1 to June 30 fiscal year. The Board of Directors shall adopt preliminary and final budgets showing projected fiscal year expenditures and revenue for the Authority. A copy of the budget shall be promptly transmitted to each of the members of the Authority.
- (9) Directors shall not receive a salary or compensation from the Authority for service on the Board of Directors, although as approved by the Board of Directors as a whole, individual Directors may be reimbursed for expenses incurred in serving on the Board of Directors.

(B) Officers

- (1) The principal officers of the Authority and of the Board of Directors shall consist of a President, Vice President, Secretary, and Treasurer, who shall each be Directors and who shall be elected by the majority vote of the

Board of Directors to serve one-year renewable terms. Any person elected as an officer may be removed at any time, with or without cause, upon the majority vote of the Board of Directors. Vacancies shall be filled by majority vote of the Board of Directors.

- (2) Officers of the Authority shall have the responsibilities delegated to them as provided in the Bylaws and as prescribed by action of the Board of Directors.

5. BYLAWS

- A. The Authority shall be governed pursuant to certain Bylaws, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and by such amendments to the Bylaws as may from time to time be adopted. Wherever in this Agreement "Bylaws" are referred to, said Bylaws shall be those set forth in Exhibit "A", as may be amended. Each party to this Agreement agrees to comply with and be bound by the provisions of said Bylaws and further agrees that the Authority shall be operated pursuant to this Agreement and said Bylaws.
- B. Procedures for amending the Bylaws shall be as provided in the Bylaws so long as not inconsistent with this Agreement.

6. MEMBERSHIP IN THE AUTHORITY

- A. Each party to this Agreement must be eligible for membership in the Authority as defined in this Agreement and shall become a Member of the Authority on the effective date of this Agreement, except as provided herein below. Each party which becomes a Member of the Authority shall be entitled to the rights and privileges of, and shall be subject to the obligations of, membership as provided in this Agreement and in the Bylaws.
- B. Upon two-thirds (2/3) vote of the Board of Directors, any Public Educational Agency that is not a party hereto but that desires to join the Authority, may become a Member of the Authority by executing a copy of this Agreement whereby said Public Educational Agency agrees to comply with the terms of this Agreement and of the Bylaws effective as of the date of such execution.

7. WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP

- A. Any Member of the Authority that has maintained its membership in the Authority for at least three (3) complete fiscal years, as described in the Bylaws, may voluntarily terminate this Agreement as to itself only and withdraw from membership in the Authority. Such termination and withdrawal of membership shall become effective subject and according to the conditions, manner and means set forth in the Bylaws.
- B. A Member may be involuntarily terminated from the Authority upon two-thirds (2/3) vote of the Board of Directors, as provided in the Bylaws. Such removal from membership shall become effective subject and according to the conditions, manner and means set forth in the Bylaws.

8. TERMINATION OF AGREEMENT

This Agreement may be terminated effective at the end of any fiscal year by the affirmative vote of three-fourths (3/4) of all the Members of the Authority, provided, however, that the Authority and this Agreement shall continue to exist for the purpose of disposing of all Obligations, distribution of assets, and all other functions necessary to conclude the affairs of the Authority.

9. DISPOSITION OF PROPERTY, FUNDS AND OBLIGATIONS

- A. In the event of the dissolution of the Authority, the complete rescission, or other final termination of this Agreement by the public agencies then a party hereto, any property interest remaining in the Authority following a discharge of all Obligations shall be disposed of as provided for in the Bylaws.
- B. In the event a Member withdraws from this Agreement, any property interest of that Member remaining in the Authority following discharge of all Obligations shall be disposed of as provided for in the Bylaws.

10. AMENDMENTS

This Agreement may be amended at any time by a subsequent written agreement signed by three-fourths (3/4) of all the Members of the Authority. Any such amendment shall be effective upon the date of final execution thereof by all the parties hereto. The establishment of the K-12 District Member Committee and the Community College District Member Committee shall be considered integral to the organization and creation of the Authority which may not be changed without the unanimous consent of all members.

11. SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or any other applicable law, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

12. LIABILITY

- A. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities and Obligations of the Authority shall be debts, liabilities or Obligations of the parties to this Agreement.
- B. Pursuant to the provisions of Sections 895, et seq., of the California Government Code, the Members of the Authority are jointly and severally liable for any liability which is otherwise imposed by law upon any one of the Members or upon the Authority for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement. If a Member, or the Authority, is held liable upon any judgment for damages caused by such an act or omission and makes payments in excess of its Pro Rata Share on such judgment, such Member of the Authority is entitled to contribution from each of the other Members that are parties to the Agreement. A Member's Pro Rata Share shall be determined in the same manner as for the disposition of property and funds as provided in the Agreement and the Bylaws.
- C. The Authority may insure/reinsure itself, to the extent deemed necessary or appropriate by the Board of Directors, against loss, liability, and claims arising out of or connected with this Agreement.

13. ENFORCEMENT

The Authority is hereby given authority to enforce this Agreement. In the event suit is brought upon this Agreement by the Authority and judgment is recovered against a Member, the Member shall pay all costs incurred by the Authority, including reasonable attorney's fees as fixed by the court.

14. MULTIPLE COUNTERPARTS

The Agreement may be executed in multiple counterparts, each of which shall be considered an original.

15. DEFINITIONS

The terms used herein and in the Bylaws shall have the following meanings:

- A. "Authority" shall mean the public agency created by this Agreement.
- B. "Board of Directors" shall mean the governing board of the Authority established by the Bylaws to direct and control the Authority.
- C. "Claim Liabilities" shall mean those liabilities established by the Authority which represents Worker Compensation liabilities as respects to claims that have been incurred but unpaid and incurred but not reported.
- D. "Contribution" shall mean money paid by a Member to the Authority, or monies assessed a Member of the Authority.
- E. "Joint Program" shall mean the group purchasing of insurance/reinsurance or the setting aside of funds and reserves to pay for a self-insured retention or for losses not covered by insurance/reinsurance.
- F. "Member" shall mean an individual California school public agency/district, county office of education, community college district, regional occupational center or program, county superintendent of schools, or joint powers authority comprised solely of California school public agencies/districts.
- G. "Memorandum of Coverage" shall mean the description of the scope of protection provided to the Members for Worker Compensation claims.
- H. "Obligations" shall mean to include, but not limited to, all payments required by law together with all Claim Liabilities and any other legal obligations incurred by the Authority pursuant to this Agreement and Bylaws.
- I. "Workers' Compensation" shall mean coverage for Workers' Compensation claims filed by employees of Members.
- J. "Program Year" shall mean one year of the Joint Program, separate from each and every other Program Year and shall operate on a fiscal year from July 1st through June 30th, or as otherwise determined by the Board of Directors.
- K. "Pro Rata Share" shall mean each Member's Net Contribution Available For Pool Operations in proportion to the total of all Member's Net Contributions Available For Pool Operations for each Program Year.
- L. "Public educational agencies" means any public school district, community college district, county board of education/county superintendent of schools, regional occupational programs/centers, or other public entity providing

educational programs or services to the community, or such joint powers agencies/authorities consisting of one or more of the foregoing and serving the interests of the public entities detailed in this section.

- M. "Subrogation" shall mean the recovery of payments which the Authority has made on behalf of a Member. Subrogation monies received are the properties of the Authority and for the Basis of Contribution are credited to the account of the Member.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Authority and the Members, and as such, supersedes all prior agreements, understandings, negotiations and representations.

17. CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. TERM OF THE AGREEMENT

This Agreement shall be effective and binding on any signatory thereto upon execution. This Agreement shall continue in effect until lawfully terminated as provided herein and in the Bylaws. In the event of a reorganization of one or more of the public agencies participating in this Agreement, the successor or successors in interest to the assets and/or obligations of any such reorganized public agency shall succeed as a party or as parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

Member: _____

Date: _____

By: _____

Title: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

March 8, 2021

MANAGEMENT

Ratification of Resignation/Retirement

Gaspar, Mario
Director, Physical Plant & Facilities
Administrative Services
Santa Ana College

Effective: March 4, 2021
Reason: Resignation

FACULTY

2021/2022 Tenure Review Recommendations for FARSCCD Full-time Tenure Track Faculty/Attachment #1

2021/2022 Tenure Recommendations for CSEA Chapter 888 Child Development Teachers/Attachment #2

2020/2021 Contract Extension Days

Lockhart, Anne
Professor/Counselor/Coordinator
CARE/CalWORKS/EOPS
Student Services
Santa Ana College

Effective: June 7, 2021 – June 30, 2021
Contract Extension: 11 Days
Contract Extension Rate: III-15 \$528.91/Day

Leave of Absence

Arroyo, Stephanie
Counselor
Counseling Division
Santa Ana College

Effective: March 4, 2021 – April 8, 2021
Reason: Maternity Leave

Part-time Hourly New Hires/Rehires

Kilroy, Michael R.
Instructor, Business Administration/Management/
Marketing
Business Division
Santa Ana College

Effective: April 12, 2021
Hourly Lecture Rate: IV-3 \$73.32

FACULTY (CONT'D)

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

Seymore, Krysta N.
Instructor, High School Subjects/Bridge
Continuing Education Division (CEC)
Santa Ana College

Effective: February 16, 2021
Hourly Lecture Rate: II-3 \$53.19

Yang, Alexander
Instructor, Child Development/Early
Childhood Education
Business & Career Education Division
Santiago Canyon College

Effective: February 10, 2021
Hourly Lecture Rate: II-3 \$66.52

Non-paid Instructors of Record

Meling, Eric
Instructor, Apprenticeship/Carpentry (equivalency)
Instructor Service Agreement/Southwest Carpenters
Training Fund
Business & Career Education Division
Santiago Canyon College

Effective: February 22, 2021

Olivares, Emmanuel
Instructor, Apprenticeship/Carpentry (equivalency)
Instructor Service Agreement/Southwest Carpenters
Training Fund
Business & Career Education Division
Santiago Canyon College

Effective: February 22, 2021

Rubio, Guillermo
Instructor, Apprenticeship/Carpentry (equivalency)
Instructor Service Agreement/Southwest Carpenters
Training Fund
Business & Career Education Division
Santiago Canyon College

Effective: February 22, 2021

Stanley, Eddie
Instructor, Apprenticeship/Carpentry (equivalency)
Instructor Service Agreement/Southwest Carpenters
Training Fund
Business & Career Education Division
Santiago Canyon College

Effective: February 22, 2021

FACULTY (CONT'D)

Non-Paid Intern Service

Cruz, Christina
Higher Education Non-paid Intern
Enrollment & Support Services Division
Santiago Canyon College

Effective: March 9, 2021 – June 30, 2021
College Affiliation: CSU, Fullerton

Solares, Jason
Journalism Non-paid Intern
Communications, Marketing & Public Relations
Educational Services
District

Effective: March 9, 2021 – June 30, 2021
College Affiliation: CSU, Long Beach

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2021/2022 TENURE REVIEW RECOMMENDATIONS
FOR FARSCCD FULL-TIME TENURE TRACK FACULTY**

Attachment #1

LAST NAME	FIRST NAME	DIVISION	COLLEGE	21/22 TENURE STATUS
Dumon	Dori	Business	SAC	Tenure (1)
Peraza	Daniel	Counseling	SAC	Tenure (1)
Bui	Annette	Extended Opportunities Programs & Services	SAC	Tenure (1)
Chamberlain	Amberly	Fine & Performing Arts	SAC	Tenure (1)
LaBreau	Katie	Fine & Performing Arts	SAC	Contract III (a)
Patch	Nicole	Fine & Performing Arts	SAC	Contract III (a)
Rehm	David	Fine & Performing Arts	SAC	Contract III (a)
Schlossman	Jacqueline	Fine & Performing Arts	SAC	Contract III (a)
Bittner	Matthew	Human Svcs & Technology	SAC	Contract III (a)
Diamond	Zachary	Human Svcs & Technology	SAC	Contract III (a)
Dombroske	Leona	Human Svcs & Technology	SAC	Tenure (1)
Gonzales	Gregory	Human Svcs & Technology	SAC	Contract III (a)
Heremans	Tiffany	Human Svcs & Technology	SAC	Contract III (a)
Higuera	Daniel	Human Svcs & Technology	SAC	Contract III (a)
Huskey	Jason	Human Svcs & Technology	SAC	Contract III (a)
McKenna-Sallade	Dawn	Human Svcs & Technology	SAC	Tenure (1)
Padilla	Jessica	Human Svcs & Technology	SAC	Contract III (a)
Stevens	Hayley	Human Svcs & Technology	SAC	Contract III (a)
Wang	Wendy	Human Svcs & Technology	SAC	Contract III (a)
Arazi	Heather	Humanities & Social Sciences	SAC	Contract III (a)
Lange	Megan	Humanities & Social Sciences	SAC	Tenure (1)
Nardi	Nicholas	Humanities & Social Sciences	SAC	Contract III (a)
Ortiz	Rebecca	Humanities & Social Sciences	SAC	Tenure (1)
Ramirez	Adriana	Humanities & Social Sciences	SAC	Tenure (1)
Smith	Elizabeth	Humanities & Social Sciences	SAC	Contract III (a)
Villa	Beatriz	Humanities & Social Sciences	SAC	Contract II
Yimenu	Bethlehem	Humanities & Social Sciences	SAC	Contract III (a)
Chakhad	Mohamed	Sci, Math & Health Sciences	SAC	Contract II
Delaby	Michael	Sci, Math & Health Sciences	SAC	Contract II
Natale	Alexander	Sci, Math & Health Sciences	SAC	Contract II
Uffelman	Taylor	Sci, Math & Health Sciences	SAC	Contract II
Carriger	Lisa	Science, Mathematics & Health Sciences	SAC	Tenure (1)
Horenstein	Daniel	Science, Mathematics & Health Sciences	SAC	Tenure (1)
Mayer	Quynh	Science, Mathematics & Health Sciences	SAC	Contract III (a)
McAdam	Jennifer	Science, Mathematics & Health Sciences	SAC	Contract III (a)
Oh	Suanne	Science, Mathematics & Health Sciences	SAC	Tenure (1)
Smith	Sean	Science, Mathematics & Health Sciences	SAC	Tenure (1)
Janio	Jaroslaw	Continuing Education	SAC/CEC	Tenure (1)
Lopez Mercedes	Jose	Continuing Education	SAC/CEC	Tenure (1)
Castellanos	Ralph	Arts, Humanities & Social Sciences	SCC	Contract III (a)
Gonzalez	Sara	Arts, Humanities & Social Sciences	SCC	Contract III (a)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2021/2022 TENURE REVIEW RECOMMENDATIONS
FOR FARSCCD FULL-TIME TENURE TRACK FACULTY**

Attachment #1

LAST NAME	FIRST NAME	DIVISION	COLLEGE	21/22 TENURE STATUS
Murphy	Ryan	Arts, Humanities & Social Sciences	SCC	Tenure (1)
Valdos	Yanina	Arts, Humanities & Social Sciences	SCC	Tenure (1)
Gates	Alana	Business & Career Education	SCC	Contract III (a)
Daneshmand	Angela	Mathematics & Sciences	SCC	Contract III (a)
Henry	Amanda	Mathematics & Sciences	SCC	Contract III (a)
Medina	Guillermo	Mathematics & Sciences	SCC	Contract III (a)
Sanchez	Sandra	Mathematics & Sciences	SCC	Tenure (1)
Van Dyke-Kao	Rita	Continuing Education	SCC/OEC	Contract III (a)

**2021/2022 TENURE RECOMMENDATIONS
FOR CSEA CHAPTER 888
CHILD DEVELOPMENT TEACHERS**

Attachment #2

NAME	POSITION	CTR/SITE	21/22 TENURE STATUS
Escobar Pacheco, Ximena	Master Teacher/Asst. Director	SAC EAST	Tenure (1)
Hernandez Morales, Nery	Master Teacher	SAC EAST	Contract III (a)
Kim, Soona	Master Teacher	SCC	Contract III (a)
Le, Vy	Master Teacher	SAC ECEC	Tenure (1)
Malika, Madeline	Master Teacher	SAC ECEC	Contract III (a)
Samano Gonzalez, Alma	Master Teacher	SAC	Contract III (a)
Vander Linde, Nerissa	Master Teacher	SCC	Contract III (a)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
MARCH 8, 2021**

CLASSIFIED

Out of Class Assignment

Do, Vinh HVAC Mechanic/ Admin. Services/ SCC	Effective: 07/01/20 – 12/31/20 Grade 13, Step 2 \$59,774.54
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Leave of Absence

Arriola, Joseph Custodian/ Admin. Services/ SAC	Effective: 12/15/20 – 12/29/20 Reason: Emergency Paid Sick Leave
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Di Tommaso, Christine Administrative Secretary/ Health & Wellness Ctr/ SAC	Effective: 02/12/21- 03/28/21 Reason: Family Medical Leave Act
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Gonzalez, Miguel Special Projects Specialist/ Ed. Services/ District	Effective: 01/20/21 – 01/21/21 Reason: Emergency Paid Sick Leave
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Huynh, Van Admissions & Records Spec. II/ Enrollment/ SAC	Effective: 02/25/21 – 04/23/21 Reason: FMLA/Parental Leave
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Thor, Shawn Mail/Warehouse Assistant/ Purchasing/ District	Effective: 01/29/21 – 02/11/21 Reason: Emergency Paid Sick Leave
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CLASSIFIED HOURLY

Professional Growth Increments

Nguyen, Hong Instructional Assistant/ Continuing Ed./ OEC	Effective: April 1, 2021 Grade 5, Step A + 1PG (250) \$19.31/Hour + \$20.84/Mo. PG
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Out of Class Assignment

Feliciano Pineda, Catherine Admissions & Records Spec III/ Enrollment/ SCC	Effective: 03/09/21 – 06/30/21 Grade 10, Step A \$23.57/Hour
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Substitute Assignments

Flores, Erika Intermediate Clerk/ Student Services/ SCC	Effective: 02/22/21 – 04/02/21
Nieto, Vicente Sr. Custodian Utility Worker/ Ed. Services/ District	Effective: 01/04/21 – 06/30/21 Not to exceed 19 consecutive days in any given period.
Spaulding, Thomas Sr. District Safety Officer/ District	Effective: 02/23/21 – 06/30/21

MISCELLANEOUS POSITIONS

Instructional Associates/Associate Assistants

Criminal Justice

Carreno, Maria	Effective: 03/09/21
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Nursing

Zaher, Shacufa	Effective: 03/09/21
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**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Aguayo, Donelle M.	Effective: 02/22/21-06/30/21
Ramirez, EvaNichole	Effective: 02/24/21-06/30/21

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT LIST**

Aguilar, Luis	Effective: 02/08/2021 – 06/30/2021
Bhatt, Sanaiya	Effective: 02/08/2021 – 06/30/2021
Bruno, Esbeidy	Effective: 02/04/2021 – 06/30/2021
Gonzalez, Cindy	Effective: 02/17/2021 – 06/30/2021
Mauga, Jared	Effective: 02/16/2021 – 06/30/2021
Perez, Evelyn	Effective: 02/04/2021 – 06/30/2021
Reyes, Brenda	Effective: 02/08/2021 – 06/30/2021
Valdez, Bryan	Effective: 02/08/2021 – 06/30/2021

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses)

BOARD MEMBERS (to be approved)

<u>COMMUNITY COLLEGE LEAGUE OF CALIFORNIA EFFECTIVE TRUSTEESHIP & BOARD CHAIR WORKSHOPS</u> Virtual - January 20-22, 2021	2 Board Members (Tina Arias Miller) (David Crockett)
<u>COMMUNITY COLLEGE LEAGUE OF CALIFORNIA ANNUAL LEGISLATIVE CONFERENCE: ADVOCATING FOR AN EQUITY-BASED ECONOMY WORKSHOP</u> Virtual - January 25-26, 2021	3 Board Members (Tina Arias Miller) (John Hanna) (Zeke Hernandez)
<u>ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES COMMUNITY COLLEGE NATIONAL LEGISLATIVE SUMMIT</u> Virtual – February 8-10, 2021	5 Board Members (Tina Arias Miller) (David Crockett) (John Hanna) (Zeke Hernandez) (Phillip Yarbrough)
<u>ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES COMMUNITY COLLEGE LEGAL ISSUES WEBINAR</u> Virtual – February 17, 2021	1 Board Member (John Hanna)