

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**

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

**Monday, March 22, 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 22, 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 [Gerard\\_Debra@rsccd.edu](mailto:Gerard_Debra@rsccd.edu).

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing [Gerard\\_Debra@rsccd.edu](mailto:Gerard_Debra@rsccd.edu). Submissions by email must be received prior to 3:00 p.m. on March 22, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF MARCH 22, 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. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at [Gerard\\_Debra@rsccd.edu](mailto:Gerard_Debra@rsccd.edu) or leave a message at 714-480-7450, on the Friday prior to the meeting so appropriate accommodations may be made.

### **District Mission**

The mission of the Rancho Santiago Community College District is to provide quality educational programs and services that address the needs of our diverse students and communities. Santa Ana College inspires, transforms, and empowers a diverse community of learners. Santiago Canyon College is an innovative learning community dedicated to intellectual and personal growth. Our purpose is to foster student success and to help students achieve these core outcomes: to learn, to act, to communicate and to think critically. We are committed to maintaining standards of excellence and providing the following to our diverse community: courses, certificates, and degrees that are accessible, applicable, and engaging.

### **Americans with Disabilities Acts (ADA)**

It is the intention of the Rancho Santiago Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance, the Rancho Santiago Community College District will attempt to accommodate you in every reasonable manner. Please contact the executive assistant to the board of trustees at 2323 N. Broadway, Suite 410-2, Santa Ana, California, 714-480-7452, 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 [Gerard\\_Debra@rscdd.edu](mailto:Gerard_Debra@rscdd.edu). Submissions by email must be received prior to 3:00 p.m. on March 22, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF MARCH 22, 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 March 8, 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 Presentation on Strategic Planning & Enrollment Management Update

**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 Facilities Committee
- Board Institutional Effectiveness Committee

**3.0 INSTRUCTION**

\*3.1 Approval of Contract for Services with City of Vista Action

The administration recommends approval of the contract for services with the City of Vista, California, as presented.

- \*3.2 Approval of Educational Affiliation Agreement with Russo, Fleck & Associates Action  
The administration recommends approval of the educational affiliation agreement with Russo, Fleck & Associates located in Orange, California, as presented.
- \*3.3 Approval of Rancho Santiago Community College District Speaker Agreement with Joy DeGruy Publications Action  
The administration recommends approval of the RSCCD speaker agreement with Joy DeGruy Publications located in Portland, Oregon, as presented.
- \*3.4 Approval of Rancho Santiago Community College District Purchase of CompTIA A+ and ITF+ Exam Vouchers from CompTIA Certifications, LLC Services Action  
The administration recommends approval of the RSCCD purchase of CompTIA A+ and ITF+ exam vouchers from CompTIA Certifications, LLC, as presented.
- \*3.5 Approval of Santa Ana College (SAC) and Santiago Canyon College (SCC) Community Services Summer 2021 Program Action  
The administration recommends approval of the SAC and SCC Community Services summer 2021 program as presented.
- \*3.6 Approval of Five-Year Renewal Agreement with County of Orange, California for Inmate Education Program Action  
The administration recommends approval of the five-year renewal agreement with the County of Orange, California, for the Inmate Education Program.
- \*3.7 Approval of Amended Professional Services Agreement with Plastic Surgery Studios Action  
The administration recommends approval of the amended professional services agreement with Plastic Surgery Studios as presented.
- \*3.8 Approval of Professional Services Agreement with Interact Communications, Inc. for Santiago Canyon College Marketing Campaign Action  
The administration recommends approval of the professional services agreement with Interact Communications, Inc. for a SCC Student Equity and Achievement Program (SEAP) marketing campaign 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 23, 2021, to March 8, 2021.
- \*4.3 Approval of 2021-2022 Tentative Budget Assumptions Action  
The administration recommends approval of the 2021-2022 Tentative Budget Assumptions as presented.
- \*4.4 Approval of Agreement with Architectural Testing, Inc. for Building Enclosure Assessment Services for Buildings E, G, H, L, MO and SC at Santiago Canyon College Action  
The administration recommends approval of the agreement with Architectural Testing, Inc. for building enclosure assessment services for Buildings E, G, H, L, MO and SC at SCC as presented.
- \*4.5 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period January 10, 2021, through February 13, 2021.

## 5.0 GENERAL

- \*5.1 Approval of Resource Development Item 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:  
- Gates Foundation – Adjunct Success Project (SAC) \$35,000
- \*5.2 Approval of Professional Services Agreement with CDW Government LLC Action  
The administration recommends approval of the professional services agreement with CDW Government LLC as presented.
- \*5.3 Approval of Professional Services Agreement with Economic Modeling, LLC (Emsi) Action  
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

- \*5.4 Approval of Professional Services Agreement with The McNellis Corporation Action  
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.5 Approval of State and Federal Legislative Priorities for Rancho Santiago Community College District Action  
The administration recommends approval of the Board Legislative Committee's recommendations to approve the State and Federal legislative priorities as presented.
- 5.6 First Reading of Board Policies Information  
The following Board Policies are presented as information for a first reading:
- Board Policy (BP) 2755 Trustee Area Redistricting (NEW)
  - BP 2760 Campaign Limitations (NEW)
  - BP 3821 Gift Ban Policy (revision)
  - BP 6620 Naming District Properties and Facilities (revision)
  - BP 6910 Housing (NEW)
- 5.7 Board Member Comments Information

### **RECESS TO CLOSED SESSION**

*Conducted in accordance with applicable sections of California law. Closed sessions are not open to the public. (RSCCD)  
Pursuant to Government Code Section 54957, the Board may adjourn to closed session at any time during the meeting to discuss staff/student personnel matters, negotiations, litigation, and/or the acquisition of land or facilities. (OCDE)*

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

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

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

### **RECONVENE**

#### **Issues discussed in Closed Session (Board Clerk)**

**REVISED PAGE**

**Public Comment**

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**6.0 HUMAN RESOURCES**

- 6.1 Management/Academic Personnel Action
- Approval of Changes of Interim Assignment
  - Approval of Extensions of Interim Assignment
  - Approval of Leaves of Absence
  - Approval of Stipends
  - Approval of Part-time Hourly New Hires/Rehires
  - Approval of Non-Paid Instructors of Record
  - Approval of Non-Paid Intern Services
- 6.2 Classified Personnel Action
- Approval of New Appointments
  - Approval of Temporary to Contract Assignments
  - Approval of Longevity Increments
  - Approval of Professional Growth Increments
  - Approval of Out of Class Assignments
  - Approval of Leaves of Absence
  - Approval of Short Term Assignments
  - Approval of Additional Hours for Ongoing Assignments
  - Approval of Substitute Assignments
  - Approval of Instructional Associates/Associate Assistants
  - Approval of Volunteers
  - Approval of Student Assistant Lists
- 6.3 Approval of Non-Credit Instructional Calendar Action
- It is recommended that the board approve the 2021-2022 non-credit instructional calendar, as presented.

6.4 Authorization for Board Travel/Conferences

Action

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

7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on April 12, 2021.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**

**Board of Trustees (Regular meeting)**

**via Zoom**

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

**Monday, March 8, 2021**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The Zoom meeting was called to order at 4:35 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. Anita Lucarelli was present via video/teleconference (Zoom) as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Yarbrough, President, RSCCD Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Hernandez and seconded by Dr. Arias Miller to approve an addendum to Item 6.1 (Management/Academic Personnel). 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.

1.4 Public Comment

There were no public comments.

### 1.5 Approval of Minutes

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the minutes of the regular meeting held February 22, 2021, with the following addition requested by Mr. Hernandez to Item 5.2 (Board Member Comments):

*“Mr. Hernandez asked that the following items be placed on a future agenda: the student equity plan and a discussion/action item relating to a joint meeting with Santa Ana Unified School District.”*

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. Tinajero and seconded by Mr. Crockett to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 5.4 (Resolution No. 21-02 Authorization to Join Statewide Association of Community Colleges Property and Liability Joint Powers Authority) and Item 5.5 (Resolution No. 21-03 Declaring Withdrawal of Membership in Alliance of Schools Cooperative Insurance Program Workers Compensation Joint Powers Authority and Declaration of Membership in Protected Insurance Program for Schools and Community Colleges Joint Powers Authority) removed from the Consent Calendar by Mr. Hernandez. 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 between Santa Ana College (SAC) and Orange Unified School District

The board approved 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.

The board approved 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

The board approved 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

The board approved the educational affiliation agreement with TLC Therapy Services located in Ontario, California, as presented.

1.6 Approval of Consent Calendar (cont.)

3.5 Approval of Proposed Revision for the 2021-2022 Santiago Canyon College (SCC) and/or Catalog Addendum

The board approved 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.

The board approved the second amended professional services agreement with Substance Media, Inc., as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

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

The board approved budget increases, decreases and transfers, and intrafund and interfund transfers from 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

The board approved the agreement with Knowland Construction Services for project inspection services for the barrier removal library restroom renovation at SAC, as presented.

5.1 Approval of Resource Development Items

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

- Strong Workforce Program – Local Share (SAC & SCC) – \$ 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

The board approved 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

The board approved the participation agreement with CCLC Institution for Library Services Platform, as presented.

1.7 Recognition in Honor of Women's History Month

In honor of Women's History Month, the board recognized Ms. Debra Gerard, Executive Assistant to the Chancellor, Rancho Santiago Community College District; Ms. Nooshan Shekarabi, Professor of Political Science and Chair of the Political Science Department, Santiago Canyon College; and Dr. Merari Weber, Professor, English as a Second Language (ESL), Coordinator and Chair of English as a Second Language Department, Santa Ana College School of Continuing Education; for helping shape America's future through their public service, leadership, and professional achievements at the Rancho Santiago Community College District.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

Mr. Marvin Martinez, Chancellor, provided a report to the board, which included Dr. Arias Miller reading a statement in support of diversity, inclusion and equity; and reminded those in attendance that on April 27, 2020, the board adopted Resolution No. 20-06 Resolution Denouncing Xenophobia and Anti-Asian Sentiment Due to Fears of the Novel Coronavirus (COVID-19) Pandemic and Affirming RSCCD's Commitment to the Well-Being and Safety of Asian American and International Students at RSCCD and in our Orange County Community.

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

Mr. Tyler Johnson provided a report to the board on behalf of the 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. Michael Taylor, Academic Senate Vice President, Santa Ana College

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

Mr. Labrado provided a report on the February 25, 2021, Board Legislative Committee meeting.

Dr. Arias Miller provided a report on the March 5, 2021, Board Policy Committee meeting.

## 3.0 **INSTRUCTION**

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

## 4.0 **BUSINESS OPERATIONS/FISCAL SERVICES**

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

## 5.0 **GENERAL**

Items 5.1 through 5.3 were approved as part of Item 1.6 (Consent Calendar).

### 5.4 Adoption of Resolution No. 21-02 Authorization to Join Statewide Association of Community Colleges Property (SWACC) and Liability Joint Powers Authority (JPA)

It was moved by Mr. Hanna and seconded by Mr. Tinajero to adopt 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 to 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 to be given to the Chancellor to appoint an alternate representative to the SWACC JPA.

It was moved by Mr. Hernandez to postpone action on Resolution No. 21-02 but there was no second to Mr. Hernandez' motion; therefore, discussion ensued on adopting Resolution No. 21-02.

The motion carried to adopt Resolution No. 21-02 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.

5.5 Adoption of Resolution No. 21-03 Declaring Withdrawal of Membership in Alliance of Schools Cooperative Insurance Program Workers Compensation Joint Powers Authority and Declaration of Membership in Protected Insurance Program for Schools and Community Colleges (PIPS) Joint Powers Authority

It was moved by Mr. Tinajero and seconded by Mr. Labrado to adopt 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 to 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 to be given to the Chancellor to appoint an alternate representative to the Protected Insurance Program for Schools JPA. The motion carried to adopt Resolution No. 21-03 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.

5.6 Board Member Comments

Dr. Arias Miller thanked Mr. Vargas for the informative tour of Santiago Canyon College on March 4, 2021.

Mr. Hanna commended the colleges' outreach and service to the community in administering COVID-19 vaccines and asked that service/outreach by SAC & SCC continue to the community, K-12 districts, cities within the district, and community leaders.

Mr. Hanna asked that the chancellor/college presidents/staff communicate the district's needs relating to the recently passed Relief Act to the district's federal and county representatives. Mr. Yarbrough agreed with Mr. Hanna's comments regarding the Relief Act.

Mr. Tinajero thanked Dr. Flores for her input in a meeting today with Assemblyman Tom Daly, school board members, and County staff regarding Santa Ana College's central location and capacity to vaccinate thousands of community members.

Mr. Tinajero encouraged board members to join a Congressman and Mayor/City Councilmembers of Santa Ana in signing a letter asking that more vaccines be available to the community the district serves.

Mr. Hernandez commended SAC Centennial Education Center for its post on Facebook of a video outreach to the community.

Mr. Hernandez asked that SAC consider hosting a mariachi group (headed by Jose & Teresa Hernandez) during the summer since the group performs at the fairgrounds at that time. He suggests it would be a vehicle for growth and enrollment in the music department at SAC. In addition, Mr. Hernandez asked that SAC & SCC offer debate programs in the future.

## **RECESS TO CLOSED SESSION**

The board convened into closed session at 6:32 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

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)

Mr. Cuellar left the meeting at this time.

## **RECONVENE**

The board reconvened at 7:08 p.m.

### Closed Session Report

Mr. Crockett reported the board discussed public employment, existing litigation, and labor negotiations; 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. Labrado and seconded by Dr. Arias Miller 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.

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

### **6.2 Classified Personnel**

It was moved by Mr. Labrado and seconded by Dr. Arias Miller 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 Out of Class Assignments
- Approve Leaves of Absence
- Approve Professional Growth Increments
- Approve Short Term Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Instructional Associates/Associate Assistants
- Approve Student Assistant Lists

### **6.3 Authorization for Board Travel/Conferences**

It was moved by Mr. Labrado and seconded by Dr. Arias Miller to authorize the submitted conference and travel by board members. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on March 22, 2021.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 7:10 p.m.

Respectfully submitted,

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Marvin Martinez, Chancellor

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

Minutes approved: March 22, 2021

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College - Human Services and Technology Division**

To: Board of Trustees	Date: March 22, 2021
Re: Approval of Contract for Services with the City of Vista	
Action: Request for Approval	

**BACKGROUND**

Santa Ana College Fire Technology Wellness Program has provided a wellness program to the City of Vista since 2006 and approval of a new Contract for Services with the City of Vista is now being requested. The intent of this Contract for Services between Rancho Santiago Community College District, on behalf of Santa Ana College Fire Technology Wellness Program, and the City of Vista (“Agreement”) is to continue providing a wellness program to their fire personnel.

**ANALYSIS**

This Agreement is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This Agreement shall be effective for a period of one (1) year or until termination by written notice of either party, with the City of Vista reserving the right to extend this Agreement for up to three (3) additional one (1) year periods. This Agreement will not incur a cost for Santa Ana College and will generate revenue not to exceed \$8,112 for each fiscal year.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Contract for Services with the City of Vista, located in Vista, California, as presented.

Fiscal Impact:	Revenue not to exceed \$8,112	Board Date: March 22, 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	

## CONTRACT FOR SERVICES

THIS "CONTRACT" is entered into by and between the "Parties" as of \_\_\_\_\_ ("Contract Date").

### 1.0 THE "PARTIES"

The "City":

CITY OF VISTA, a chartered municipal corporation  
200 Civic Center Drive  
Vista, CA 92084

Working Contact: Diane Collier  
Billing Contact: Ashley Adair

The "Contractor"

Rancho Santiago Community College  
District on behalf of Santa Ana College  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706

Contact: Kris Ross, (714) 564-6861

### 2.0 BASIC TERMS

2.1 Contractor has submitted to City a Proposal to perform certain "Services" dated December 16, 2020 ("Exhibit A").

2.2 The "Project" for which the Services are required is described in **Exhibit A**.

2.3 Contractor desires to enter into this "Contract" with City for the Services.

2.4 The "Contract Ceiling Price" is \$8,112.00 per year.

### 3.0 CONTRACT TERM

3.1 This Contract shall take effect as of the Contract Date.

3.2 This Contract shall be in effect for 12 calendar months ("Term"). The Term may be extended at the City's option for an additional 36 months, in increments of City's choice, for a maximum Term of 48 months from the Contract Date.

3.3 City may terminate this Contract upon 30-days' written notice to Contractor. In such event, or upon request of City, Contractor shall assemble all City documents in the Contractor's possession, put them in order for proper filing and closing, and deliver the documents to City. In the event of termination, Contractor shall be paid for work performed to the termination date. City shall make the final determination as to the portion of tasks completed and the compensation to be paid.

### 4.0 SCOPE

Contractor shall perform all Services including, labor, materials, software, supplies, reports, and documents for as may be required from time to time, in accordance with **Exhibit A**. The Services shall be complete, and all work, material and services not expressly called for in the Proposal which may be necessary to carry out the Contract in good faith, shall be performed by the Contractor at no increase in cost to City. In the event of a conflict between the provisions this Contract text and **Exhibit A**, this Contract text shall control.

## **5.0 COMPENSATION**

5.1 City shall pay Contractor on a time and material rate as set forth in **Exhibit A** for the Services to be performed.

5.2 An invoice for payment shall be submitted in a form satisfactory to City. At a minimum, the invoice shall include: the purchase order number, the work order number, a description of the work performed, and a total amount.

5.3 Changes in, additions to, or deductions from the Services, including increases or decreases in the quantity of any item or portion of the Services, shall be set forth in a written change order executed by City and by the Contractor which shall specify:

5.3.1 The changes, additions, and deductions to be made.

5.3.2 The increase or decrease in compensation due the Contractor, if any.

5.3.3 Adjustment in the time of completion, if any.

### **5.4 Contract Ceiling Price**

5.4.1 In no event shall City be liable for paying more than the Contract Ceiling Price for Contractor's services rendered under this Contract.

5.4.2 If it becomes foreseeable that Contractor will need to perform services such that the cumulative total of costs to City will exceed the maximum permitted by this Contract, any such cost overrun will be handled pursuant to the change order procedure in Chapter 3.08. City and Contractor recognize that City lacks authority to exceed the cost ceiling without the express authorization of the City Council. If the maximum cost to City for this Contract is exceeded unexpectedly, payment shall be made as mutually agreeable and disputes shall be handled pursuant to this Contract, but work shall cease as soon as is reasonably feasible once the cost ceiling plus allowable change orders, if any, is exceeded.

5.5 Except as provided in **Exhibit A**, Contractor shall not be reimbursed for any expenses incurred in rendering services under this Contract.

## **6.0 CONTRACT DOCUMENTS**

The Contract comprises the following documents including all additions, deletions, modifications and appendices and all addenda setting forth any modifications or interpretations of any of these documents: Documents required under **Exhibits A–E**.

## **7.0 TIME FOR COMPLETION AND COMMENCEMENT OF SERVICES**

All Services under the Contract must be completed in compliance with the schedule in **Exhibit A**.

## **8.0 ASSISTANCE BY CITY**

All information, data, records, reports and maps as are in possession of City and necessary for the carrying out of this work shall be available to Contractor without charge. City shall make

available to Contractor members of its staff for consultation with Contractor in the performance of this Contract. City does not warrant that the information data, records reports and maps heretofore or to be provided to Contractor are complete or accurate and Contractor should satisfy itself as to accuracy and completeness. City and Contractor agree that City shall have no liability should any information, data, records reports, and maps be inaccurate, incomplete or misleading. Unless provided in **Exhibit A**, no other assistance shall be provided by City to Contractor.

## **9.0 STANDARD OF PERFORMANCE**

9.1 Contractor represents and warrants that it has the training, qualifications, experience and facilities necessary to properly perform the Services required under this Contract in a thorough, competent and professional manner. At all times Contractor shall faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Contract, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Contract.

9.2 Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term of this Contract. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Contract, including any business licenses required by City. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this Section.

## **10.0 CONTRACTOR'S STATUS; CONTRACTOR'S EMPLOYEES**

10.1 Contractor shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling. Contractor is not to be considered an employee of City, nor shall any employees of Contractor be considered employees of City, for any purpose. Contractor shall be under the direction and control of City staff only as to the results to be accomplished. This Contract is not intended to create the relationship of partnership, joint venture, or association between City and Contractor.

10.2 Contractor represents and warrants that all design professional services, if any, shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in **Exhibit A**.

10.3 Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

10.4 Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor's officers, employees, agents and subcontractors that are included in this Contract.

10.5 The payment made to Contractor pursuant to this Contract shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Contract. Neither Contractor

nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. City will not make any federal or state tax withholdings on behalf of Contractor. City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

10.6 Contractor agrees to defend and indemnify City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this Contract. This is a continuing obligation that survives the termination of this Contract.

## **11.0 CIVIL RIGHTS**

11.1 Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted.

11.2 Contractor shall not knowingly deny an opportunity or benefit, discriminate against or harass, any employee or applicant for employment on account of the person's race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or other status protected from workplace discrimination by state or federal law.

11.3 Contractor shall not knowingly give preferential treatment to any applicant for employment on the basis of race, color, ethnicity, national origin, ancestry, religion, creed, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

11.4 This section shall be interpreted in a manner that is consistent with the California and United States Constitutions and applicable state and federal statutes governing workplace discrimination. The terms used in this section shall have the same meaning as defined in state statutes governing the same subject matter.

11.5 Nothing in this section shall be interpreted as prohibiting bona fide occupational qualifications consistent with applicable state and federal law and reasonably necessary to the normal operation of Contractor. Nothing in this section shall be interpreted as prohibiting regulations and policies to prevent nepotism or conflicts of interest.

11.6 Nothing in this Section shall be interpreted as prohibiting action taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to City.

11.7 To the fullest extent permitted by law and without limitation by the other provisions of this Contract relating to indemnification and insurance, Contractor shall also indemnify, defend and hold harmless City, and its directors, officers, employees and agents from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the

Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractors of Contractor or its subcontractors, Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this Section survive completion of the services or termination of the Contract.

## **12.0 CONTROL OF SERVICES**

Each Party shall appoint a representative who shall have the authority to represent and act for that Party ("**Representative**"). Any written or verbal directions or requests of City's Representative delivered to the Contractor's Representative shall have the same force and effect as if delivered to the Contractor. The Contractor's Representative shall have the authority to sign any change order, coordinate the work of all subcontractors and make other decisions pertaining to the Contract.

## **13.0 ASSIGNMENT AND SUBCONTRACTING**

13.1 Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

13.2 Contractor shall be fully responsible to the City for any acts and omissions of Contractor's subcontractor, including persons either directly or indirectly employed by subcontractor, in the event Contractor subcontracts any of the work to be performed under this Contract. Contractor's responsibility under this paragraph shall be identical to Contractor's liability for acts and omissions of Contractor and employees of the Contractor. Nothing contained in this Contract shall create any contractual relationship between City and any subcontractor of Contractor, but Contractor shall bind every subcontractor and every subcontractor of a subcontractor by the terms of this Contract applicable to Contractor's work, unless such change, omission, or addition is approved in advance in writing by the City Manager or the City Manager's designee. All subcontractors are subject to the prior written review and approval of the City Manager or the City Manager's designee.

## **14.0 LICENSES**

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal, state or local law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any required bond has been posted in accordance with all applicable laws and regulations.

## **15.0 FINANCIAL RECORDS**

15.1 Contractor shall maintain any and all documents, ledgers, books of account, invoices, vouchers, canceled checks, or records demonstrating or relating to Contractor's performance of services pursuant to this Contract or evidencing or relating to expenditures and disbursements charged to City pursuant to this Contract. Any and all such documents or records

shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Contract. Any and all such documents or records shall be maintained for three years from the date of execution of this Contract and to the extent required by laws relating to audits of public agencies and their expenditures. It is expressly understood and agreed that the provisions of this Section will survive termination of this Contract.

15.2 Any and all records or documents required to be maintained pursuant to this Section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its Representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Contract or the primary location from which services are rendered, whichever is closer.

## **16.0 OWNERSHIP OF DOCUMENTS**

16.1 Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, computer code, and detailed calculations developed under this contract, are the property of City. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in City and hereby assigns, waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of Services and that Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of Services. If Contractor is providing copyrighted, proprietary materials in the performance of the Services, then the intellectual property provisions of **Exhibit B** shall prevail over the provisions of this section.

16.2 Contractor represents that it has secured all necessary licenses, consents or approvals to use the components of any intellectual property, including computer software, used in the rendering of services and the production of the work product produced under this Contract, and that City has full legal title to and the right to reproduce such materials. The Contractor covenants to defend, indemnify and hold City harmless of any loss, claim or liability in any way related to a claim that they are violating or have violated any federal, state or local laws, or any contractual provisions, relating to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked materials, equipment, devices or processes used on or incorporated in the services and materials produced under this Contract. In case such materials, equipment, devices or processes are held to constitute an infringement and their use is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the City; or (b) modify the materials so that they become non-infringing.

## **17.0 CONFIDENTIALITY**

17.1 Contractor shall treat all information obtained from City in the performance of this Contract as confidential and proprietary to City. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Contract as confidential.

17.2 Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of Services. Contractor will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work to any person other than City, or its own employees, agents or subcontractors who have a need for the information for the performance of Services under this Contract unless such disclosure is specifically authorized in writing by City.

#### **18.0 CONFLICT OF INTEREST REQUIREMENT**

Contractor agrees that, to the extent applicable, it shall comply with and be bound by all laws and regulations deriving from the relationship of the Contractor to the City, including the Political Reform Act (Government Codes Section 87100 et seq.) Chapters 2.32 or 2.33 of the Vista Municipal Code, the Community Redevelopment Act (Health & Safety Code 33000 et seq.) and all regulations promulgated thereunder (collectively "Conflict Laws"). As a condition precedent to the formation of this Contract, Contractor warrants and covenants that it is adequately informed regarding the obligations and duties imposed by the Conflict Laws and that to the best of Contractor's knowledge and belief, there exists no conflict of interest (under the laws) that would disqualify the Contractor from participation in any decisions arising out of the performance of this Contract. Prior to commencement of any work in the performance of this Contract, Contractor shall comply with any applicable requirements of Chapter 2.32 of the Vista Municipal Code, including any requirement to file a financial disclosure statement with the City Clerk. Contractor further agrees that no employee, agent or subcontractor for Contractor shall perform any work for the City pursuant to this Contract which will violate the Conflict Laws.

#### **19.0 PROHIBITION OF FINANCIAL INTEREST BY CITY OFFICIAL**

Contractor warrants and covenants to City that no City Official has or will have any current or future financial interest in this Contract as of the date approved, nor shall Contractor promise, offer, or enter into any written, oral or implied Contract, to provide any financial interest or remuneration of any kind or manner to any City official with respect to this Contract. For purposes of this Section, the term "City Official" shall mean and include any elected or appointed officer of City, any employee of City, or any spouse or financial dependent of a City official or employee. A violation of this provision shall render this Contract null and void and Contractor shall be subject to restitution of all fees or money paid or earned under this Contract.

#### **20.0 INDEMNIFICATION**

20.1 Contractor shall defend, indemnify and hold City and its officers, officials, employees, and volunteers (collectively, "Indemnitees") harmless against any and all liability, loss, damage, fine, penalty, expense, claim or cost (including without limitation costs and fees of litigation) of every nature (collectively, "Liability") arising out of or in connection with this Contract or its performance, including defects in design, except: (1) Liability caused by Indemnitees' sole negligence or willful misconduct; or (2) for Liability caused by Indemnitees' active negligence, in which case the indemnity received by Indemnitees shall be reduced by the amount: (i) that Indemnitees' active negligence contributed to the Liability on a comparative basis; or (ii) such other amount as may be required by law ("Duty of Indemnification").

20.2 Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or

subsequent active or passive negligence by the Indemnitees. In the event there is more than one person or entity named in the Agreement as a Contractor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

## **21.0 INSURANCE AND BONDS**

Contractor shall comply with the insurance provisions set forth in **Exhibit C**.

## **22.0 SERVICE OF NOTICE**

22.1 Any notice, which either Party may desire to give to the other Party, must be in writing and may be given by personal delivery to the Party's Representative or by overnight courier service to the Party's address set forth in Section 1.0. Notice may also be given by mailing it by registered or certified mail, return receipt requested, to the other Party at the address set forth in Section 1.0. Any notice given by mail will be deemed given 48 hours after such notice is deposited in the United States mail, addressed as provided with postage fully prepaid.

22.2 A Party may change its address by giving notice as provided above, and the changed address shall thereafter be deemed to be the address set forth in Section 1.0.

## **23.0 LABOR LAW COMPLIANCE**

California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

## **24.0 SURVIVAL OF COVENANTS**

Contractor's obligations under Sections 16, 17 and 20 shall survive the termination of this Contract.

## **25.0 SPECIAL PROVISIONS**

This Contract is subject to, and Contractor shall comply with, the special provisions referenced in **Exhibit E**, if any.

## **26.0 EXHIBITS**

All documents referenced as exhibits in this Contract, or referenced in an exhibit to this Contract, are incorporated herein.

## **27.0 APPLICABLE LAW, VENUE**

This Contract shall be construed and enforced under the laws of the State of California. If any action is commenced by any Party to this Contract, such action shall be filed in a court of competent jurisdiction within the County of San Diego, California.

[Continued on page 9.]

**28.0 MODIFICATIONS**

This Contract contains the entire agreement, between the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Contract. There is no other written or oral understanding between the Parties. No modification, amendment or alteration of this Contract shall be valid unless it is in writing and signed by all Parties.

**29.0 EXECUTION**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the Contract Date.

**CITY OF VISTA**, a chartered municipal corporation

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** on behalf of **SANTA ANA COLLEGE**

By: \_\_\_\_\_  
PATRICK JOHNSON, CITY MANAGER

By: \_\_\_\_\_  
ADAM M. O'CONNOR,  
INTERIM VICE CHANCELLOR,  
BUSINESS OPERATIONS/FISCAL SERVICES

ATTEST:  
KATHY VALDEZ, CITY CLERK

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

APPROVED AS TO FORM:  
DAROLD PIEPER, CITY ATTORNEY

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

RISK MANAGEMENT REVIEW:  
DOLORES GASCON, RISK MANAGER

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

APPROVED  
Darold Pieper  
20210218114402

**EXHIBIT A  
CONTRACTOR'S PROPOSAL**

Santa Ana College  
Fire Technology Department

## WELLNESS PROGRAM FOR PUBLIC SAFETY PERSONNEL

### **BACKGROUND OF ORGANIZATION:**

Santa Ana College Fire Technology department has been involved in the administration of a comprehensive physical fitness and health appraisal program since 1973. The Wellness program was developed jointly by the fire technology, exercise science, and administration of justice departments specifically to meet the fitness needs of public safety personnel. Over the past 46 years thousands of public safety personnel and general population students have participated in the comprehensive fitness evaluation. Fitness norms are established for fire, police, and general population participants according to age, gender, and occupation. The fire technology advisory committee comprised of fire and college personnel has been involved in the project from the onset. The committee provides on-going valuable input about the specific health and fitness needs of public safety personnel.

The Wellness program emphasizes physical fitness, job performance, injury prevention and behavior health and it provides education on how to maintain and improve overall wellness and resiliency. The Wellness program includes the following:

1. Comprehensive fitness assessment and individualized fitness profile which includes pulmonary function test and 12 lead resting and Exercise ECG. A comprehensive blood panel can be included for an additional cost of \$36.00 plus a \$4.00 venipuncture fee. All of the above tests are appropriate for medical review.
2. 8 hours of lectures/workshops on Health and Fitness Topics. Presentations given on site and repeated, per the shift-training schedule, for no additional charge.
3. Students enrolled in the Wellness class have access to registered dieticians, exercise physiologist, strength and conditioning coaches, injury prevention specialists, and behavior health staff including sports psychologist, yoga therapist, and meditation guidance. Services are provided online and in person, on the city site or at a college location.

The Wellness program is a 2- unit college class. Each participant is registered in the FAC 029 Public Safety Wellness and Fitness class. The evaluations and classroom presentations are provided on at the host's site of choice and times and locations are flexible. The results of the fitness assessment and blood reports are confidential.

**THE COST OF THE COMPLETE PROGRAM is \$92.00 Tuition + \$12.00 Material Fee = \$104.00 PER PERSON with the Blood Option \$40.00 = \$144.00 Per Person \*additional tuition charges for out of state participants.**

**COMPREHENSIVE FITNESS EVALUATION INCLUDES:**

1. 12 lead EKG printout with computer interpretation at rest
2. Pulmonary Function recording of lung capacity and flow rates
3. Resting and Exercise Blood Pressure measurement
4. 12 lead EKG printout during graded exercise treadmill test
5. Body composition evaluation
6. Core and upper body strength
7. Grip strength
8. Lower body strength test
9. Trunk, legs, shoulder, and spinal flexibility tests
10. Health appraisal and Coronary risk evaluation
11. Individualized fitness profile compiling results from all of the above tests
12. Optional Functional Movement Screen, Y balance test, Biddle PAT

**All of the above tests are conducted by college instructors who are exercise physiologists or specially trained fire/police personnel. These tests were developed to determine physical fitness levels. They are not conducted by a physician and are not designed to substitute for a medical examination however they are appropriate for a medical review. It is recommended that participants share and discuss all results including the blood panel, pulmonary function, and EKG tracings with their own physician. Fitness results will not be released to a physician or other party without obtaining written permission from the participant. Fitness results are confidential. If written permission is obtained from the individual a duplicate, doctor's copy can be provided for no additional charge.**

**OPTIONAL BLOOD CHEMISTRY PANEL including CMP, CBC, and Lipids, (ADDITIONAL COST \$36.00 + \$4.00 draw fee) INCLUDES THE FOLLOWING:**

1. Glucose
2. Bun, Creatinine, Bun / Creatinine Ratio
3. SGOT
4. SGPT
5. Bilirubin, total
6. Alkaline Phosphate
7. Calcium
8. Phosphorus
9. Sodium
10. Potassium
11. Chloride
12. C02
13. Triglyceride
14. Cholesterol, HDL, LDL, VLDL and total cholesterol hdl risk ratio
15. Globulin, Albumin, Total Protein, and A/G ratio
16. CBC

It is not possible to diagnose or treat any disease or health problem with the blood screen alone. It can help the individual learn more about their body and detect potential problems in early stages when treatment or changes in personal habits can be most effective. **All results should be shared with the individual's physician.**

The glucose, Total Cholesterol HDL ratio, and triglyceride values are imputed into the individual's fitness profile in order to more accurately compute coronary risk factors.

The blood screen is not designed to be a drug screening device but rather a general indicator of health and nutritional status.

**Additional blood tests are available upon request:** PSA test \$22.00, Hepatitis C AB \$17.00, hS C - reactive protein \$16.00, Hepatitis B Surface Ab \$12.00, Hepatitis C Antibody \$17.00, ABO/RH Type \$10.00, MMR profile \$47.00, Varicella Zoster AB \$16.00, Hemoglobin A1c \$12.00, QuantiFERON-TB Gold \$70.00

**LECTURE/WORKSHOP TOPICS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:**

1. Nutrition topics
2. Aerobic/Anaerobic fitness and metabolic conditioning
3. Muscular fitness- strength, endurance, power, flexibility, mobility, yoga
4. Functional movement screen FMS
5. Injury prevention
6. Healthy back routine
7. Coronary risk factor reduction
8. Exercise Prescription-Job Specific Workouts
9. Shift work and its impact on health
10. Sleep hygiene
11. Core Strength Development
12. Mental preparation and focus
13. Building resiliency

## REFERENCE LIST

**Brea and Fullerton Fire Department**  
DC Jamie Newton (714) 451-5309

**Burbank Fire Department**  
DC Danny Alvarez (818) 238-3482

**Carlsbad Police Department**  
Heather Hutchinson (760) 931-2181

**Corona Police Department**  
Captain Jerry Rodriquez (951) 736-2419

**Costa Mesa Fire Department**  
Chief Daniel Stefano (714) 754-5106

**Chula Vista Fire**  
Captain Charles Kuniyoshi (619) 409-5962

**Downey Fire Department**  
Captain Sal Piscitelli (562) 904-7324

**Fountain Valley Fire Department**  
BC Bill McQuaid (714) 593-4491

**Glendale Fire Department**  
Capt. Joe Flahavan (818) 548-4021

**Huntington Beach Lifeguards**  
Chief Michael Baumgartner (714) 336-5489

**Irvine Police Department**  
Chief Mike Hamel (949) 724-7055

**Laguna Fire Department**  
Captain Dan Conroy (949) 887-7699

**Lakeside Fire Department**  
DC Bernie Molloy (619) 390-2350

**Long Beach Fire Department**

**Captain James Flint (562) 570-1224**  
**Monrovia Fire Department**  
Captain John Claypool (949) 485-8991  
**Montebello Fire Department**  
Captain Jesus Macias (562) 833-1428

**Murrieta Fire Department**  
Captain Eric Ackerman (951) 440-2443

**Newport Beach Fire Department**  
Captain Mike Liberto (949) 644-3378

**North County Fire Protection District**  
Captain Collin Baker (951) 704-3020

**Pasadena Fire Department**  
Captain Jodi Slicker (626) 793-0074

**Poway Fire Department**  
BC Brian Mitchell (858) 668-4481

**Rialto Fire Department**  
BC Cory Cisneros (909) 820-2501

**Riverside Fire Department**  
BC David Bakas (951) 351-6120

**San Marcos Fire Department**  
Captain Ted Bachmeier (858) 472-6749

**San Marino Fire Department**  
DC Mark Dondanville (626) 300-0734

**South Pasadena Fire Department**  
Anthony Porraz (626) 482-2537

**Torrance Fire Department**  
AC Jon Henderson (310) 781-7016

**Vista Fire Department**  
BC Diane Collier (760) 522-1761

## **SUMMARY:**

The Santa Ana College Wellness Program can provide the following:

1. Comprehensive fitness evaluation and individualized fitness profile using the appropriate public safety norms
2. Coronary risk assessment
3. Wellness blood chemistry panel
4. Individualized nutrition consultation and web based nutrition program
5. Lectures on Health, Nutrition, Injury Prevention and Exercise Programs
6. Individualized Fitness Consultation

The Santa Ana College Wellness Program is a 2 unit college credit class. Each participant is enrolled into the FAC 098 Wellness Class and receives a Pass or No Pass grade.

All evaluations and lectures can be done off site. Many classes and evaluations are held at the fire department or police department.

Dates and times of activities are flexible. Lectures can be recorded on video or repeated to cover a fire fighter training schedule.

This is a fitness evaluation and not a medical evaluation. It is strongly recommended that all results be shared with the individual's physician.

All fitness assessment results are confidential.

**The Total Cost Per Person for the Wellness Class is \$92.00 Tuition  
+ \$12.00 Material Fee = \$104.00 PER PERSON with the Blood Option  
Added (\$36.00 + \$4.00) = \$144.00 Per Person**

**\*Tuition fees are subject to increase based on actions by the State Legislature.**

**For further information contact  
Kris Ross, Coordinator  
Santa Ana College  
Fire Technology Department  
Wellness Program (714) 564-6861 email [ross\\_kristina@sac.edu](mailto:ross_kristina@sac.edu)**



# SANTA ANA COLLEGE

1530 West 17th St. • Santa Ana, CA • 92706-3398 • (714) 564-6000 • www.sac.edu

## Invoice for Wellness 2020-21

Digital Media Center  
1300 S. Bristol St.  
Santa Ana, CA 92704-3424  
(714) 241-5572

December 16, 2020

Centennial Education Center  
2900 W. Edinger Ave.  
Santa Ana, CA 92704-3902  
(714) 241-5700

Vista Fire Department  
200 Civic Center Drive  
Vista, CA 92084

Basic Fire Academy  
10301 Gothard St.  
Huntington Beach, CA 92648  
(714) 841-9445

Attn: Craig Usher

OJTC-Orange County Sheriff's  
Regional Training Academy  
18991 Armstrong Ave.  
Tustin, CA 92782  
(714) 566-9200

From: Kris Ross - Fire Technology Dept.

Regarding: Registration Fee for Wellness class (FA 029) ticket # 85820; 2.0 units.

Quantity/unit	Description	Cost
	Class Registration Wellness Program. Cost per student (resident) is \$92.00 Cost per student (non-resident) is \$692.00	
78	78 Students @ \$92.00 each	\$ 7,176.00
0	0 Student @ \$692.00 each	0.00
69	<b>Total cost for registration</b>	<b>\$ 7,176.00</b>
78	78 students x \$12.00 Material Fee	\$ 936.00
	<b>Total Invoice</b>	<b>\$ 8,112.00</b>
	Please Make Check Payable to: <b>RSCCD / Santa Ana College</b>	
	Mail to: <b>Fire Technology Department 1530 W. 17<sup>th</sup> St. A-113 Santa Ana, CA 92706-3389 Attn: Kris Ross</b>	

Sincerely,

Kris Ross  
Fitness Coordinator  
Fire Technology Department

PRESIDENT: Linda D. Ross, Ed.D.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:

Claudio C. Alvarez • Arlenna P. Barrios • John R. Hanna • Zeke Hernandez • Lawrence "Larry" R. Labrada • Nelida Mendoza • Phillip E. Yarbrough

CHANCELLOR: Marvin Martinez

**EXHIBIT B  
NOT APPLICABLE TO THIS CONTRACT**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Nothing in these provisions shall limit Contractor's Duty of Indemnification.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability ("CGL"):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Contractor shall also provide the additional coverages checked below and at least as broad as:

4.  **Professional Liability**, with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect

to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.

2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to City.

#### ***Claims Made Policies***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to City for review.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to City.

#### ***Waiver of Subrogation***

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of City for all work performed by the Contractor, its employees, agents and subcontractors.

#### ***Verification of Coverage***

Contractor shall furnish City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

[Labor Code §§ 1720, 1771.1, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

**NOT APPLICABLE TO THIS CONTRACT**

**EXHIBIT E  
SPECIAL PROVISIONS**

This Contract is subject to the following provisions, if checked:

1.  State of California grant conditions, as attached.
2.  Federal grant conditions, as attached.
3.  Other conditions, as attached.

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

To:	Board of Trustees	Date: March 22, 2021
Re:	Approval of Educational Affiliation Agreement with Russo, Fleck & Associates	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This Educational Affiliation Agreement with Russo, Fleck & Associates (“Agreement”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This 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 Russo, Fleck & Associates, located in Orange, California, as presented.

Fiscal Impact:	None	Board Date: March 22, 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**  
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Russo, Fleck & Associates (“Clinical Facility”), located at 960 Town & Country Road, Orange, CA 92868.

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

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

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

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

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

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

**PART II. GENERAL RESPONSIBILITIES OF DISTRICT**

**A. For the Program in General**

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

**B. For Program Planning**

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

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

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

### PART III. GENERAL RESPONSIBILITIES OF THE CLINICAL FACILITY

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

curricula.

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

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

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

### C. Indemnification

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

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

PART V. **STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

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

PART VI. **PERIOD OF AGREEMENT, TERMINATION**

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

PART VII **OTHER TERMS**

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

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

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

**To Clinical Facility:**

Russo, Fleck & Associates  
Attn: Anne Fleck, OTR/L, Director  
960 Town & Country Road  
Orange, CA 92868

**To District:**

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

**With a copy to:**

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

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

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

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

**District:**  
**Rancho Santiago Community College**  
**District, on behalf of the Santa Ana College**  
**Occupational Therapy Assistant Program**

**Clinical Facility:**  
**Russo, Fleck & Associates**

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

\_\_\_\_\_  
Anne Fleck, OTR/L  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Professional Development**

To: Board of Trustees	Date: March 22, 2020
Re: Approval of Rancho Santiago Community College District Speaker Agreement with Joy DeGruy Publications	
Action: Request for Approval	

**BACKGROUND**

This is a standard Rancho Santiago Community College District Speaker Agreement (“Agreement”) with Joy DeGruy Publications. Dr. Joy DeGruy (of Joy DeGruy Publications) was recently the keynote speaker for Santa Ana College Black History Month on February 25, 2021. The cost for that first speaking engagement totaled \$8,500. Santa Ana College has planned for Dr. Joy DeGruy to return for a second speaking engagement during the celebration of Women’s History Month. The cumulative total cost for both the first and second speaking engagements will total \$19,000, which requires this Agreement for Women’s History Month to be presented to the Rancho Santiago Community College District Board of Trustees for approval consideration to align with the District Purchasing guidelines.

**ANALYSIS**

This Agreement with Joy DeGruy Publications shall be effective as of the date signed by both parties and will remain in effect until termination by written notice of either party. This Agreement will utilize funds identified for contracted services for Santa Ana College Professional Development in the amount of \$10,500. The Agreement with Joy DeGruy Publications will provide the keynote speech for Women’s History Month: African American/Black Women and Intergenerational Baggage in a Webinar for the entire Santa Ana campus and community.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Speaker Agreement with Joy DeGruy Publications, located in Portland, Oregon, as presented.

Fiscal Impact: \$10,500	Board Date: March 22, 2020
Prepared by: Teresa Mercado-Cota, Assistant Dean, Professional Development	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT SPEAKER AGREEMENT

(Limited engagement services provided by a guest speaker, artist, workshop leader, trainer, lecturer, academic reviewer, or education service provider for less than \$15,000 and requiring a single payment after services rendered)

This Agreement (“Agreement”) is entered into as of the date fully executed below (the “Effective Date”) by and between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706 on behalf of Santa Ana College and Joy DeGruy Publications having their principal address located at 3519 NE 15<sup>th</sup> Ave#163, Portland, OR 97212 hereinafter called "Speaker".

WHEREAS, the District desires to enter into an agreement with Speaker for the services listed below; and the Speaker has the qualifications, expertise, and is willing to speak in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **SERVICES:** The District hereby engages and retains Speaker to present at Women's History Month: African American/Black Women and Intergenerational Baggage (the “Speaking Engagement”)
  - a. Date(s): March 29, 2021
  - b. Location: Virtual
  - c. Topic: Women's History Month: African American/Black Women and Intergenerational Baggage
  - d. Length: The Speaking Engagement will last approximately One Hour and Thirty Minutes.

If there are any additional details, they are to be attached in Exhibit “A”.

2. **FEE FOR THE SPEAKING ENGAGEMENT:** Speaker shall be paid an amount not to exceed **TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00)** (the “Fee”) for the full and satisfactory completion of the Speaking Engagement, payable within thirty (30) days from the date of the Speaking Engagement. The District shall not be obligated to reimburse Speaker for any additional expenses or costs that are not first approved by the District in advance in writing. If either party is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control, the District shall have the right to reschedule the Speaking Engagement at a time mutually agreed upon with the Speaker. In such event, the Speaker will not be compensated for any expenses incurred for the original date of the Speaking Engagement and only be compensated for the new rescheduled Speaking Engagement.
3. **TERMINATION.** This contract may be terminated at no cost to either party upon 30 DAYS ADVANCE WRITTEN NOTICE. (30 unless otherwise indicated)
4. **ASSIGNMENT:** Speaker acknowledges that the services to be rendered under the terms hereof, are of a special and unique character and may not be assigned.
5. **VENUE AND EQUIPMENT:** The Speaking Engagement will be on the District’s premises (the “Facility”). The District will provide all sound and lighting equipment, as well as all house support personnel, including, but not limited to all ushers, and security personnel deemed necessary by the District. Speaker may supply any additional equipment, including, but not limited to audio visual aids, demonstration media, fixtures, stage sets, and devices. The Speaker shall use the Facility for the sole purpose described herein and for no other purpose.

6. **MARKETING:** Any and all publicity by means of poster, newspaper, radio, television or otherwise, shall be at the sole discretion and control of the District, and is subject to any rules and regulations formulated by the District. The Speaker shall not produce or post any advertisements on or off District property or in any electronic media without the prior written consent of the District. The Speaker shall not make use of the District's name, logo, symbol or image without prior written approval of the District.
7. **INDEMNITY:** Speaker shall indemnify and hold the District and its Trustees, officers, agents and employees harmless from any liability or loss, including but not limited to reasonable attorney fees and litigation costs, based or asserted upon any act or omission for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or otherwise connected with, or arising in whole or in part from the Speaking Engagement.
8. **CHOICE OF LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles and venue shall be in Orange County.
9. **AMENDMENTS:** This Agreement contains the entire agreement between the parties hereto. Both parties shall make any changes to the terms and conditions of this Agreement in the form of a written amendment.
10. **INDEPENDENT CONTRACTOR.** The Contractor is, for all purposes arising out of this Agreement, an independent contractor and no employment of the Contractor is ever assumed or presumed, for any/all purposes in all applications and/or interpretations.
11. **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

IN WITNESS THEREOF,

Rancho Santiago Community College  
District

SPEAKER

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

Name: Adam O Connor

Title: Assistant Vice Chancellor of  
Fiscal Services

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

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

Name: Dr. Joy DeGruy

Date: 03/05/2021

E-Mail Address: Carmen@joydegruy.com

## Exhibit A

### Scope of Work and Detailed Schedule of Payment.

Dr. Joy DeGruy shall provide a one hour keynote speech and thirty minute Q&A via webinar platform to the Santa Ana College community on the subject of Women's History Month and Intergenerational Baggage as it relates to the history of African Americans and other cultures. Dr. DeGruy shall log in to the event at least 10 minutes prior to the start of her address. Payment will be mailed to the address on the invoice after services are remitted on or immediately after March 29, 2021.

View more on [www.JoyDeGruy.com](http://www.JoyDeGruy.com)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College – Business Division**

To:	Board of Trustees	Date:	March 22, 2021
Re:	Approval of Rancho Santiago Community College District purchase of CompTIA A+ and ITF+ Exam Vouchers from CompTIA Certifications, LLC		
Action:	Request for Approval		

**BACKGROUND**

CompTIA Certification provides performance-based industry recognized certification exams for foundational IT skills across a variety of devices and operating systems. The certification exam vouchers for CompTIA A+ and ITF+ are proprietary and only sold through CompTIA Certification. The unique features of the certifications verify the essential IT skills and knowledge needed to perform tasks commonly required by advanced end-users and entry-level IT professionals. Purchasing CompTIA Certifications will allow the instructor(s) to provide vouchers to the students for the certification exams, which have been built into the curriculum for Computer Science (CMPR)-138-CompTIA Network+ Guide to Networks and/or CMPR-175-CompTIA Security+ Guide to Network Security as the required final exams for courses.

**ANALYSIS**

Based on industry demands and input from the Computer Information Systems Advisory Committee, the curriculum for CMPR-138-CompTIA Network+ Guide to Networks and/or CMPR-175-CompTIA Security+ Guide to Network Security was recently updated to align to the CompTIA standards. To successfully complete the courses, students must pass the final exam, which is the CompTIA certification exam. The Santa Ana College (SAC) Business Division will purchase 173 CompTIA exam vouchers that will be provided to 173 students enrolled in the updated and high demand CMPR-138 and/or CMPR-175 course. The exam voucher is a one-time use that will offer students the ability to earn industry-recognized certification. The cost of \$16,742 for 173 vouchers will enable us to fully expend funds from the Perkins grant budget. Perkins Grants support Career Education programs with the goal of providing resources to enhance career education courses and ultimately student preparation for internships and entry into the high-demand career education fields such as Information Technology.

This purchase will provide equitable access for students to the industry required CompTIA certification, reducing the overall burden of cost to the student. This purchase will support multiple sections of both courses. By supporting student access to the CompTIA industry certification exams, SAC will support student completion of courses and programs while preparing students for employment in the IT field, which now requires proof of certifications for entry.

**RECOMMENDATION**

It is recommended the Board of Trustees approve Rancho Santiago Community College District purchase of CompTIA A+ and ITF+ Exam Vouchers from CompTIA Certifications, LLC, as presented.

Fiscal Impact:	\$ 16,742.00	Board Date:	March 22, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Madeline Grant, Dean, Business		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

Quote



Santa Ana College  
1530 17th Street  
Santa Ana, CA 92706  
USA

INVOICE DATE: 5-Jan-21  
INVOICE NUMBER: Enter Dept #  
MEMBER ID: 535566  
REF. PO NUMBER: Enter Ref PO  
PAYMENT DUE DATE:

Comments: CompTIA 2021 Quote

Description:	Total
116 CompTIA A+ Certification Exam Vouchers (\$106.00 each)	\$12,296.00 USD

Remittance By Check (USA Only)
Payment Contact, Credit Card Payment

Enter Total USD	\$12,296.00 USD
Pay by Wire Transfer	

Questions? Brian Matzelle – [bmatzelle@comptia.org](mailto:bmatzelle@comptia.org), 630-678-8324

THANK YOU FOR YOUR SUPPORT

**Quote**



Santa Ana College 1530 17th Street Santa Ana, CA 92706 USA	INVOICE DATE: 5-Jan-21 INVOICE NUMBER: Enter Dept # MEMBER ID: 535566 REF. PO NUMBER: Enter Ref PO PAYMENT DUE DATE:
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Comments: CompTIA 2021 Quote	
Description:	Total
57 CompTIA ITF+ Certification Exam Vouchers (\$78.00 each)	\$4,446.00 USD

<b>Remittance By Check (USA Only)</b>	<b>Enter Total USD</b>	<b>\$4,446.00 USD</b>
	<b>Pay by Wire Transfer</b>	
<b>Payment Contact, Credit Card Payment</b>		

<b>Questions?</b>	Brian Matzelle – <a href="mailto:bmatzelle@comptia.org">bmatzelle@comptia.org</a> , 630-678-8324
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THANK YOU FOR YOUR SUPPORT

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College & Santiago Canyon College – Community Services Program**

To:	Board of Trustees	Date: March 22, 2021
Re:	Approval of Santa Ana College and Santiago Canyon College Community Services – Summer 2021 Program	
Action:	Request For Approval	

**BACKGROUND**

Santa Ana College (SAC) and Santiago Canyon College (SCC) maintain a comprehensive Community Education Program that supports Rancho Santiago Community College District’s vision of “providing comprehensive educational opportunities” and responds to the diverse needs of the community.

As such, the Community Services Program at both campuses offer various educational and personal growth opportunities to the community through various courses and travel tours. Its inherent flexibility allows the addition or replacement of classes that have the most cost-effective impact on the program and the community. The programs and courses offered are fee-based, non-apportionment and provide another option for lifelong learning to community members.

**ANALYSIS**

The proposed SAC and SCC Community Services – Summer 2021 Program reflects a comprehensive effort to meet the needs of the community by maintaining quality in community education programming through the development of new courses and promoting on-going revenue generating courses. Adults and children in both colleges’ service areas have access to over 250 academic and professional development courses, personal enrichment and recreational activities.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Santa Ana College and Santiago Canyon College Community Services – Summer 2021 Program, as presented.

Fiscal Impact:	\$20,000 (estimated net income after expenses)	Board Date: March 22, 2021
Prepared by:	James Kennedy Ed.D., Vice President, School of Continuing Education Lithia Williams, SAC Community Services Program Coordinators II Cristina Morones, SCC Community Services Program Coordinators II	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College Jose F. Vargas, Interim President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE  
COMMUNITY SERVICES – SUMMER 2021 PROGRAM**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>Active Adult</b>			
Elder Care-Gov't Grants & Subsidies	Carl Leiter	\$25	60/40
One Stroke Painting	Carmen MacDonald	\$60	60/40
Beginning Pickleball	Diana Abruscato	\$79	60/40
Brain Health	Cyndie Koopsen	\$66	70/30
Healthy Aging	Caroline Young	\$66	70/30
Genealogy Basics	Carrie Ehrfurth	\$100	70/30
Meditation for Everyday	Mariana Fischer-Militaru	\$24	\$25-\$55/hour
Yoga for Every Body	Mariana Fischer-Militaru	\$24	\$25-\$55/hour
Advanced Retirement Strategies	Pure Financial Advisors	\$79	No Charge
Retirement Planning Today	Pure Financial Advisors	\$79	No Charge
<b>Arts &amp; Crafts</b>			
Candle Making	Quayum Abdul	\$35	60/40
Soap Making	Quayum Abdul	\$35	60/40
Bath Products	Quayum Abdul	\$35	60/40
Beads, Crystal & Semi Precious Stones	Brigitte Burns	\$29	60/40
Wire Wrapping	Brigitte Burns	\$29	60/40
Creative Cards	Brigitte Burns	\$29	60/40
Summer Floral Design	Mina Asadirad	\$70	60/40
Face Painting	Carmen MacDonald	\$75	60/40
Itty Bitty Container Gardening	Beth Davidson	\$30	70/30
Miniature Gardens	Beth Davidson	\$39	70/30
Silk Painting	Christie Campbell	\$99	\$30/hour
Printmaking for Fun	Deborah Goldman	\$120	60/40
Advanced Pastels	Dori Dewberry	\$120	\$35/hour
Drawing & Painting with Pastels	Dori Dewberry	\$120	\$35/hour
Summer Cake/Cookie Decorating	Elizabeth Perreault	\$70	60/40
Basic Buttercream Cake Decorating	Elizabeth Perreault	\$70	60/40
Basic Fondant Cake Decorating	Elizabeth Perreault	\$70	60/40
Cake Decorating Combo Class	Elizabeth Perreault	\$135	60/40
Knowing Architecture	Francik Khalili	\$135	\$30/hour
Watercolor Magic	Francik Khalili	\$135	\$30/hour
Figure Drawing Essentials	Jennifer Lee	\$79	60/40
Introduction to Drawing	Jennifer Lee	\$79	60/40
Mixed Media	Jennifer Lee	\$30	60/40
Summer Still Life Workshop	Jennifer Lee	\$30	60/40
The Art of Balloon Twisting	Kim-Yen Gil	\$49	60/40
Character Development	Paul Frank	\$199	\$30/\$40/hour
Stained Glass for Beginners	TBD	\$150	\$30/hour
<b>Around the Home &amp; Garden</b>			
Interior Designing	Sarah Smallwood	\$115	70/30
Plumbing Repair	Phil Famolaro	\$125	\$35/hour
Eliminate Clutter	Nancy Miller	\$39	60/40
Furniture Upholstery	Paul Dominguez	\$89	60/40
Mosaic Tiling	Beth Davidson	\$55	70/30
Flower Plate Workshop	Beth Davidson	\$39	70/30
Dreamcatcher Workshop	Beth Davidson	\$35	70/30

3.5 (2)

**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE  
COMMUNITY SERVICES – SUMMER 2021 PROGRAM**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>Automotive</b>			
BAR Update	James Rudd	\$295	60/40
CCDET Smoke Opacity	James Rudd	\$175	60/40
DEAM Certification	James Rudd	\$175	60/40
Electrical I & II	James Rudd	\$200	60/40
EPA Certification	James Rudd	\$215	60/40
Auto Wholesale Business	Ronald Williams	\$89	60/40
HVAC I & II	James Rudd	\$200	60/40
Transit Vehicle Safety	James Rudd	\$100	60/40
Auto Upholstery	Paciano Dominguez	\$125	60/40
<b>Business &amp; Careers</b>			
Virtual Assistant/Word Processing	LeeAnne Krusemark	\$25	60/40
Home-Based Business	LeeAnne Krusemark	\$30	60/40
Screenwriting for TV & Movies	LeeAnne Krusemark	\$20	60/40
Guide to Getting Published	LeeAnne Krusemark	\$30	60/40
Self-Publishing Options	LeeAnne Krusemark	\$20	60/40
Writing Online Blogs, Magazines & Websites	LeeAnne Krusemark	\$20	60/40
Starting a Free Blog	LeeAnne Krusemark	\$30	60/40
Monetize Websites, Blogs & Social Media	LeeAnne Krusemark	\$20	60/40
Meet the Publisher	LeeAnne Krusemark	\$20	60/40
Contract License	Phil Famolaro	\$125	\$35/hour
Architectural Drafting	Phil Famolaro	\$125	\$35/hour
Electronics Repair	Phil Famolaro	\$125	\$35/hour
Phlebotomy Technician I Program	GMEC	\$1990	25/75
Create a Website for Free	Michael Rounds	\$39	60/40
Podcasting for Profit	Michael Rounds	\$39	60/40
You're On the Air	Such a Voice	\$35	50/50
Become a Notary Public	Notary Public Seminars, Inc.	\$119	60/40
Renewing Notaries	Notary Public Seminars, Inc.	\$79	60/40
Loan Signing	Notary Public Seminars, Inc.	\$119	60/40
Essential Documents	Notary Public Seminars, Inc.	\$119	60/40
Legal Document Assistant	Notary Public Seminars, Inc.	\$119	60/40
Architectural Drafting/Blueprint Reading	Phil Famolaro	\$125	60/40
How to Sell on eBay	Francis Greenspan	\$69	60/40
Voice Overs-Now is Your Time!	Wendy Shapero	\$29	60/40
Start a Profitable Business	Nancy Miller	\$39	60/40
Getting Published	Michael Rounds	\$35	60/40
Podcasting	Michael Rounds	\$35	60/40
Phlebotomy Technician	AUMT Institute	\$2000	30/70
Airbnb Tax Perspective	Dean Ferraro	\$69	60/40
Public Speaking	Donna Valenti	\$69	60/40
Contractor License	Phil Famolaro	\$125	60/40
Makeup Artistry	Carmen MacDonald	\$125	60/40
Become A Floral Designer	Mina Asadirad	\$70	50/50
LS Exam Review Class	CA Land Surveyors Assoc.	\$400/\$495	30/70
Accounting Basics	Glenn Villanea	\$120	\$30/hour
Intro/Advanced QuickBooks	Glenn Villanea	\$120	\$30/hour
Drone Flight Piloting Skills -Fundamentals	Han John Tse	\$300	\$35/hr.

**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE  
COMMUNITY SERVICES – SUMMER 2021 PROGRAM**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>Business &amp; Careers Continued</b>			
Drone Photography and Editing	Han John Tse	\$600	\$35/hr.
Drone Video and Editing	Han John Tse	\$840	\$35/hr.
FAA Part 107 Drone Commercial License	Han John Tse	\$300	\$35/hr.
ACLS for Healthcare Professionals	Joe Mendivil	\$170	\$115/Participant
BLS/CPR for Healthcare Professionals	Joe Mendivil	\$50	\$35/Participant
PALS for Healthcare Professionals	Joe Mendivil	\$170	\$115/Participant
How to Start a Business in 5 Easy Steps	Julie Diebolt-Price	\$149	50/50
Water Certification Continuing Ed Units	TBD	\$2,400	\$55/hour
Alcohol Server Certification	TBD	\$150	\$35/hour
Intro to Mixology	TBD	\$150	\$35/hour
Advanced Computer Aided Drafting	TBD	\$350	\$50/hour
Survey Mapping in Civil 3D	TBD	\$350	\$55/hour
Introduction to Voiceovers	Voices for All	\$29	60/40
<b>College For Kids</b>			
Dragonfly Summer Camp	Beth Davidson	\$125	70/30
Mosaics for Kids	Beth Davidson	\$50	70/30
Jewelry Making	Beth Davidson	\$50	70/30
Kid's Fairy Garden	Beth Davidson	\$25	70/30
Early Reader	Phyllis Neal	\$89	\$35/hour
Reading Development & Comprehension	Phyllis Neal	\$89	\$35/hour
Writing Workshops for Kids	Phyllis Neal	\$89	\$35/hour
Basic Math	Trizzie Huynh	\$89	\$35/hour
Study Skills & Test Taking	Tremonisha Putros	\$59	\$35/hour
Writing Academy	Angela Barber	\$92	60/40
English Composition	Phyllis Neal	\$59	\$30/hour
Cooking Around the World	Angela Barber	\$79	\$35/hour
SAT Prep	Tremonisha Putros	\$125	\$35/hour
Baseball Camp	Tom Nilles	\$125	60/40
Crazy Chemworks	Mad Science	\$135	60/40
Advanced Robotics	Mad Science	\$135	60/40
NASA Jr. Astronauts	Mad Science	\$135	60/40
Science in Motion	Mad Science	\$135	60/40
Engineers w/LEGO	Bricks4Kidz	\$135	60/40
Remote Control Mania w/LEGO	Bricks4Kidz	\$145	60/40
Video Game Design	Bricks4Kidz	\$225	60/40
Lights, Camera, Action!	Movies by Kids-OC	160	60/40
Minecraft Movies	Movies by Kids-OC	160	60/40
Summer Camps	Outschool, Inc.	Varies	50/50
Online Driver's Ed	Bay Area Driving School	\$39	60/40
Virtual Driver's Ed	Bay Area Driving School	\$125	60/40
Spanish For Kids	Sonia Maldonado	\$89	\$35/hour
Cooking Up Cultures	Gate Languages	\$89	\$35/hour
Basketball Camp	Rob Wakefield	\$125	60/40
Pre-Algebra	Trizzie Huynh	\$99	\$35/hour
Algebra	Trizzie Huynh	\$99	\$35/hour
Fractions, Decimals & Percents	Trizzie Huynh	\$99	\$35/hour
Cooking Up Cultures	Pat Arnao	\$99	60/40
Research Writing Skills	Phyllis Neal	\$59	\$30/hour

**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE  
COMMUNITY SERVICES – SUMMER 2021 PROGRAM**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>College For Kids Continued</b>			
Vocabulary & Spelling	Phyllis Neal	\$59	\$30/hour
Keyboarding for Kids	Kelly Tayles	\$89	\$30/hour
ABC, Phonics & Me	Mary-Alice Perez	\$89	60/40
Composition & Illustration	Mary-Alice Perez	\$89	60/40
Public Speaking	Donna Valenti	\$59	60/40
Kids Martial Arts	John Bishop	\$89	60/40
Hip Hop	Ashley Fletcher	125	60/40
Ultimate Video Game Camp	BNB Inc.	\$25	60/40
Creative Arts for Little Ones	Beth Davidson	\$25	70/30
Gardening with Toddlers	Beth Davidson	\$25	70/30
Cooking with Toddlers	Beth Davidson	\$30	70/30
Yoga for Kids	Alexandra Boggio	\$89	60/40
Basic Math Skills (Grades 2-3)	Danielle Deguzman	\$120	\$30/hour
Crafts for Kids (Ages 4-5)	Danielle Deguzman	\$120	\$30/hour
Creative Writing (Grades 2-3)	Danielle Deguzman	\$120	\$30/hour
Early Reader (Ages 6-7)	Danielle Deguzman	\$120	\$30/hour
First Grade Prep	Danielle Deguzman	\$120	\$30/hour
Language Arts Development (Grades 2-3)	Danielle Deguzman	\$120	\$30/hour
Reading Comprehension & Development (2-3)	Danielle Deguzman	\$120	\$30/hour
Basic Math Review (Grades 4-5)	Danielle Deguzman	\$120	\$30/hour
Basic Math Review (Grades 3-4)	Danielle Deguzman	\$120	\$30/hour
Basic Math Review (Grades 5-6)	Danielle Deguzman	\$120	\$30/hour
Creative Writing (Grades 4-5)	Danielle Deguzman	\$120	\$30/hour
Reading Development & Com. (Grades 1-2)	Danielle Deguzman	\$120	\$30/hour
Reading Development & Com. (Grades 3-5)	Danielle Deguzman	\$120	\$30/hour
Writing Academy (Grades 1-2)	Danielle Deguzman	\$120	\$30/hour
Writing Academy (Grades 3-5)	Danielle Deguzman	\$120	\$30/hour
Writing Academy (Grades 6-8)	Danielle Deguzman	\$120	\$30/hour
Young Writers	Danielle Deguzman	\$120	\$30/hour
Printmaking for Fun	Deborah Goldman	\$120	60/40
Chinese –Mandarin (Ages 8-12)	Grace Chou	\$99	\$30/hour
Chinese –Mandarin for Teens	Grace Chou	\$99	\$30/hour
Drone Flight Piloting Skills -Fundamentals	Han John Tse	\$300	\$35/hr.
Drone Photography and Editing	Han John Tse	\$600	\$35/hr.
Drone Video and Editing	Han John Tse	\$840	\$35/hr.
FAA Part 107 Drone Commercial License	Han John Tse	\$300	\$35/hr.
Private Swim Lessons	N. Irvine Water Polo Club	\$30	75/25
Recreational Swimming (Ages 13+)	N. Irvine Water Polo Club	\$60	25/75
Swim Lessons	N. Irvine Water Polo Club	\$60	25/75
Swim Camp (Ages 5-13)	N. Irvine Water Polo Club	\$125	25/75
Water Polo Camp (Ages 7-14)	N. Irvine Water Polo Club	\$125	25/75
Children's Theatre	Roberta Kay Smith	\$130	\$45/hour
Beginning Guitar for Kids (Ages 8-16)	Ron Gorman	\$99	50/50
Acting Fundamentals (Ages 8-16)	Tara Meyer	\$69	\$35/hour
Modeling and Style (Ages 11-16)	Tara Meyer	\$69	\$35/hour
<b>Computers</b>			
Microsoft Office Suite	Chad Wambolt	\$324	70/30
Basic Computer Skills	Dave Paquin	\$115	70/30

**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE  
COMMUNITY SERVICES – SUMMER 2021 PROGRAM**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>Computers Continued</b>			
Quickbook Series	Scott Paxton	\$199	70/30
Intro to SQL	Mava Wilson	\$115	70/30
Computer Basics	Glenn Villanea	\$120	\$30/hour
Introduction to Microsoft Windows	Glenn Villanea	\$120	\$30/hour
Managing Computer Files, E-Mail, Calendar	Glenn Villanea	\$120	\$30/hour
Social Media FUN-damentals	Glenn Villanea	\$120	\$30/hour
Microsoft Word - Part I/ Pat II	Glenn Villanea	\$120	\$30/hour
MS Excel – Part I/ Part II	Glenn Villanea	\$120	\$30/hour
Perfecting Power Point Proficiency	Glenn Villanea	\$120	\$30/hour
iPhones iPads and I'm Lost	Robert Cohen	\$39	50/50
Marketing with Facebook & Social Media	Robert Cohen	\$39	50/50
<b>Court Mandated</b>			
Alcohol & Drug Awareness	Kelly Nguyen	\$325	50/50
V.C. 14601.1 Suspended License Program	Berry Reed	\$325	50/50
DEJ Deferred Dismissal Drug Program	Diego Fuentes	\$325	50/50
Parenting Skills	Carrie Christensen	\$325	50/50
Anger Management	Kelly Nguyen	\$325	50/50
Petty Theft	Brian Doyle	\$325	50/50
Victim Impact Education	Maria Olivas	\$325	50/50
Life Skills	Maria Olivas	\$325	50/50
Unlicensed Driver	Parvin Mollarkarimi	\$325	50/50
<b>Culinary Arts</b>			
Persian Style Cuisine	Parvin Mollakarimi	\$35	\$35/hour
Light & Healthy Dinners	Parvin Mollakarimi	\$35	\$35/hour
<b>Dance</b>			
Salsa	Salomon Rivera	\$59	60/40
<b>Health, Fitness &amp; Beauty</b>			
Restorative	Alexandra Boggio	\$89	60/40
Yoga for Relaxation/Renewal	Alexandra Boggio	\$89	60/40
Basic First Aid & CPR	CA Caregiver	\$69	60/40
Open Court Badminton	Chi Tran	\$49/\$69	60/40
Beginning Pickleball	Diana Abruscato	\$79	60/40
Home Care Aid Training	California Caregiver	\$250	50/50
Feng Shui & Chinese Astrology	Kim-Yen Gil	\$59	60/40
<b>Language</b>			
French for Beginners	Gate Language	\$89	\$35/hour
Spanish for Beginners	Gate Language	\$89	\$35/hour
Italian for Beginners	Gate Language	\$89	\$35/hour
Conversational Spanish	Gate Language	\$89	\$35/hour
Chinese –Mandarin for Families	Grace Chou	\$99	\$30/hour
Fast Fun French	Katherine Watson	\$59	60/40
English Language Program (ELP)	Nayrouz Raslan	\$862-\$3,450	\$39/hour

**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE  
COMMUNITY SERVICES – SUMMER 2021 PROGRAM**

<b><u>Category/Event Name</u></b>	<b><u>Instructor</u></b>	<b><u>Fee</u></b>	<b><u>Pay Rate</u></b>
Español Uno/ Dos/Tres	Rigoberto Barreto	\$99	\$30/hour
Spanish at Home	Rigoberto Barreto	\$99	\$30/hour
Spanish at Work	Rigoberto Barreto	\$99	\$30/hour
<b>Medical Billing</b>			
Medical Insurance Billing Certificate	Kris Patterson	\$150	60/40
Start a Medical Billing Service	Kris Patterson	\$25	60/40
Medical Front Office	Kris Patterson	\$35	60/40
<b>Money Matters</b>			
Where Does All My Money Go!	Matt Crabtree	\$100	70/30
Stock, Bonds & Investing	Matt Crabtree	\$100	70/30
Stock Trading	Matt Crabtree	\$299	70/30
Successful Money Management	Kirsten Iseminger	\$100	70/30
Estate Planning for Everyone	Jalon O'Connell	\$45	No Charge
Investment Bootcamp	Jalon O'Connell	\$45	No Charge
Master Your Investments	Jalon O'Connell	\$49	No Charge
Mutual Funds and Annuities Explained	Jalon O'Connell	\$45	No Charge
Stocks, Bonds and Mutual Bonds	Jalon O'Connell	\$49	No Charge
Modern Retirement	Pinnacle Financial	\$29/\$59	60/40
Savvy Social Security Planning	Pinnacle Financial	\$29	60/40
<b>Music</b>			
Introduction to Guitar	Edward Burns	\$100	70/30
Music Made Easy	Marianne Muraswski	\$100	70/30
Beginning & Intermediate Guitar	Ron Gorman	\$99	50/50
Beginning Ukulele	Ron Gorman	\$99	50/50
SCC Community Chorale	Lee Lee Truong-Sawicki	\$60	\$25/hour
<b>Online Workshops</b>			
Internet & Basic Computer Literacy	Education To Go	\$89	\$52
Web Page Design, Graphics & Multimedia	Education To Go	\$89	\$52
Computer Troubleshooting & Networking	Education To Go	\$89	\$52
Computer Programming	Education To Go	\$89	\$52
Digital Photography & Digital Video	Education To Go	\$89	\$52
Languages (various)	Education To Go	\$89	\$52
Writing Courses	Education To Go	\$89	\$52
Entertainment Industry	Education To Go	\$89	\$52
Business Planning & Sales	Education To Go	\$89	\$52
Business Marketing & Accounting	Education To Go	\$89	\$52
Finance, Wealth & Career Building	Education To Go	\$89	\$52
Family, Parenting & Child Care	Education To Go	\$89	\$52
Personal Enrichment	Education To Go	\$89	\$52
Online Courses	Education To Go	Varied	Varied
Online Courses	LERN UGotClass	Varied	50/50

**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE  
COMMUNITY SERVICES – SUMMER 2021 PROGRAM**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>Online Career Training Programs</b>			
Business & Professional	Gatlin Education	\$1795	\$300
Healthcare & Fitness	Gatlin Education	\$1795	\$300
Hospitality & Gaming	Gatlin Education	\$1795	\$300
IT & Software Development	Gatlin Education	\$1795	\$300
Management & Corporate	Gatlin Education	\$1795	\$300
Media & Design	Gatlin Education	\$1795	\$300
Skilled Trades & Industrial	Gatlin Education	\$1795	\$300
Sustainable Energy & Going Green	Gatlin Education	\$1795	\$300
<b>Real Estate</b>			
Buying Your First Home	Sandy Flores	\$25	60/40
Fix & Flip	Phil Famolaro	\$25	\$35/hour
Real Estate Investments for Retirement	Gustavo Duran	\$79	60/40
Real Estate Investing	Joshua Fuhrer	\$100	70/30
<b>Travel</b>			
Cruising 101	Dahlia Quinonez	\$29	60/40
Become a Travel Agent	Dahlia Quinonez	\$42	60/40
Travel Do's & Don'ts	Dahlia Quinonez	\$29	60/40

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

To: Board of Trustees	Date: 3/22/2021
Subject: Approval of a Five-Year Renewal Agreement with the County of Orange for the Inmate Education Program	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District collaborates with the County of Orange Sheriff’s Department to provide an Inmate Education Program in the Orange County Jails. The current agreement for the continuing education component expires June 30, 2021 and the County is requesting a new five-year agreement effective July 1, 2021 through June 30, 2026 (SCC log 21-0322A; Sheriff contract #MA-060-10012680).

**ANALYSIS**

The continuing education component of the Inmate Education Program agreement with the County of Orange Sheriff’s Department will be renewed for a five-year term effective July 1, 2021 through June 30, 2026. The continuing education component provides training services for up to 248,000 student attendance hours at an hourly rate of \$0.50

Christine Gascon, Interim Executive Dean, will serves as the project administrator.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the five-year renewal agreement with the County of Orange for the Inmate Education Program as presented.

Fiscal Impact: Up to \$124,000 Annually	Board Date: 3/22/21
Prepared by: Chrissy Gascon, Interim Executive Dean, Continuing Education James Kennedy, Ed.D., Vice President, Continuing Education	
Submitted by: Jose F. Vargas, Interim President, Santiago Canyon College	
Recommended by: Marvin Martinez, Chancellor	

**FIVE (5) YEAR AGREEMENT  
FOR CONTINUING EDUCATION CLASSES  
BETWEEN THE  
COUNTY OF ORANGE**

**AND THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**THIS AGREEMENT**, hereinafter referred to as “Contract” is made and entered as of the date fully executed by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “DISTRICT”, and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

**WITNESSETH**

**WHEREAS**, COUNTY desires to Contract with DISTRICT to provide continuing education classes to inmates within the COUNTY jails;

**WHEREAS**, COUNTY is agreeable to permitting DISTRICT to conduct continuing education classes within COUNTY facilities on the terms and conditions hereinafter set forth; and,

**NOW THEREFORE**, COUNTY and DISTRICT mutually agree as follows:

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**A. TERM:**

The term of this Agreement shall be for five (5) years, starting, July 1, 2021 through and including June 30, 2026, unless earlier terminated by either party in the manner set forth herein.

**B. OPTIONAL TERMINATION:**

COUNTY or DISTRICT may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

**C. COUNTY'S SERVICES AND RESPONSIBILITIES:**

1. COUNTY shall permit DISTRICT to provide continuing education classes for jail inmates.
2. COUNTY shall select and provide the jail facilities to be used by DISTRICT for continuing education classes. The names and addresses of the facilities are listed below:
  - a. Intake Release Center (IRC), 550 N. Flower St., Santa Ana, CA 92703
  - b. Central Men's Jail (CMJ), 550 N. Flower St., Santa Ana, CA 92703
  - c. Women's Jail (WJ), 550 N. Flower St., Santa Ana, CA 92703
  - d. Theo Lacy Facility (TLF), 501 The City Drive, Orange, CA 92868
  - e. James Musick Facility (JMF), 13502 Musick Rd., Irvine, CA 92618
  - f. Commissary Facility, 1530 S. State College Blvd., Anaheim, CA 92806
3. COUNTY shall ensure that the jail facilities used for classes are maintained properly.
4. COUNTY shall cooperate with DISTRICT in providing the appropriate and timely reporting of student attendance from courses offered under this Agreement.

**D. DISTRICT'S SERVICES AND RESPONSIBILITIES:**

1. DISTRICT shall be responsible for the Continuing Education inmate educational program conducted on site.
2. DISTRICT shall ensure that the instruction in the Continuing Education Inmate Education Program is under the immediate supervision and control of an employee of the DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California community college.
3. DISTRICT shall demonstrate control and direction of the Continuing Education Inmate Education Program through such appropriate actions as providing the instructor with an orientation, instructor's manual, course outline, curriculum material, testing and grading procedures, and any other materials and services it would provide to its adjunct instructors on campus.
4. DISTRICT's minimum qualifications for instructors teaching these Continuing Education courses in the Inmate Education program are consistent with requirements in other similar courses given at the colleges or the District.
5. DISTRICT's noncredit continuing education courses shall have been approved by the local curriculum committee as meeting Title 5 course standards, approved by the DISTRICT'S

board of trustees and approved by the State Chancellor's Office.

6. The courses of instruction which shall be taught under this Agreement are listed in the annual Santiago Canyon College Catalog.

**Basic Skills**

*Basic Skills consists of a course, a course of study, or an organized sequence of courses to provide instruction for individuals in elementary and secondary-level reading, writing, computation and problem-solving skills in order to assist them in achieving their academic, vocational, and personal goals. Elementary-level is generally recognized to mean that where appropriate, the coursework addresses the content and proficiencies at levels through the eighth grade. Secondary level is generally recognized to mean that the coursework addresses the content and proficiencies at levels through the twelfth grade and may incorporate a high school diploma or high school equivalency. Courses to be offered include:*

***Adult Basic Education; Citizenship; English as Second Language Beginning 1-3 Multi Level; High School Equivalency Test Preparation, and Adult High School Diploma Program Individualized Instruction.***

**Parenting Education**

*Parenting Education consists of a course, a course of study, or an organized sequence of courses specifically designed to offer lifelong education in parenting, child development and family relations in order to enhance the quality of home, family, career and community life. Courses to be offered include: **Effective Parenting***

**Health and Safety**

*Health and Safety consists of a course, a course of study, or an organized sequence of courses, specifically designed to offer lifelong education to promote the health, safety and well-being of individuals, families and communities. Courses to be offered include: **Substance Abuse***

**Short-Term Career Technical Education (CTE)**

*Short-term CTE programs with high employment potential consists of a course of study, or an organized sequence of courses leading to a career technical objective, certificate or award that is directly related to employment. Courses to be offered may include:*

***Introduction to Computer Software Applications; Introduction to Keyboarding & Basic Windows; Introduction to Word Processing using MS Word; Introduction to***

***Spreadsheets using Excel; Introduction to Databases using MS Access; Introduction to Electronic Presentation using PowerPoint; Institutional Food Preparation; Warehouse Worker***

7. DISTRICT shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. DISTRICT shall assure that the Continuing Education courses in the Inmate Education program, the faculty and the students are held to a level of rigor comparable to that of the other sections of continuing education courses offered within the DISTRICT.
8. DISTRICT shall claim state apportionment for student attendance generated in the classes covered by this Agreement. COUNTY shall not claim state apportionment for the same student attendance hours claimed by DISTRICT.

**E. RESPONSIBILITIES OF DISTRICT AND COUNTY:**

1. DISTRICT and COUNTY shall not discriminate on the basis of race, ethnic or national origin, sex, age, disability, sexual orientation, or prior educational status or any other unreasonable basis for discrimination.
2. DISTRICT and COUNTY shall make available as appropriate support services such as counseling, guidance and placement assistance for the students.
3. DISTRICT and COUNTY shall determine the withdrawal procedures and documentation applicable to inmate students who seek to withdraw prior to completion of a course.
4. PROCEDURES, TERMS AND CONDITIONS: The enrollment period for the Continuing Education courses in the Inmate Education Program is determined by DISTRICT and is unique to this program. The inmate students do not pay enrollment fees for the Continuing Education courses. The DISTRICT determines the number of class hours sufficient to meet the stated performance objectives. COUNTY and DISTRICT will supervise and evaluate student progress.

**F. SECURITY REQUIREMENTS:**

1. In addition to County's background checks in #5 (Contractor's Personnel Requirements), Contractor shall, with respect to all employees of Contractor performing services hereunder:
  1. Perform background checks as to past employment history.
  2. Inquire as to past criminal felony convictions.
  3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
  4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.
2. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.
  2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
  3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
  4. Usage of illegal controlled substances as defined by federal law.
3. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
  4. Nothing herein shall render any employee of Contractor an employee of County.
  5. THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract and who do not then have a current Contractor Security Clearance with the County of Orange. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be

submitted within in 10 county working days of the employer becoming aware of the updated information.

5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

6. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while preforming work under this contract. Specifically:
  - a. Do not give names or addresses to inmates.
  - b. Do not receive any names or addresses from inmates.
  - c. Do not disclose the identity of any inmate to anyone outside the facility.
  - d. Do not give any materials to inmates.
  - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.

10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

7. **POTENTIAL DELAYS/INTERRUPTIONS:**

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

**G. PAYMENT:**

1. DISTRICT shall pay COUNTY for the services as listed in Section C, Fifty Cents (\$0.50) per student attendance hour, up to a maximum of 248,000 hours per fiscal year.
2. The Five (5) year Short-Term CTE Education Agreement between DISTRICT and COUNTY, executed by the Board of Supervisors at the same time as this Agreement, allows for reimbursement to COUNTY of up to a specified number of instruction hours per year. Should COUNTY not maximize the annual hours from the Short-Term CTE Education Contract, this Agreement shall allow DISTRICT to reimburse COUNTY fifty cents (\$0.50) per continuing education student attendance hour over the 248,000 hour limit, as referenced in Subsection 1 of this Section, up to the unused balance of the Short-Term

CTE Education instruction hours.

3. COUNTY shall invoice DISTRICT quarterly. The quarterly payments shall be based on a statement prepared by COUNTY, listing the total student attendance hours for the previous quarter.
4. DISTRICT shall maintain necessary records to log students attendance hours related to the usage of classrooms.
5. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy, adopted by the Board of Supervisors through Minute Order dated October 27, 1992 and incorporated in this Agreement as Attachment A.
6. COUNTY shall charge DISTRICT late payment penalties in accordance with COUNTY Billing Policy.

**H. NOTICES:**

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

**DISTRICT:** Rancho Santiago Community College District  
Santiago Canyon College-Continuing Education Division  
Orange Education Center  
1465 North Batavia Street  
Orange, CA 92867-3504  
Attn: Vice President of Continuing Education

**COUNTY:** County of Orange  
Sheriff-Coroner Department  
Inmate Services Division-Correctional Programs Unit  
1530 South State College  
Anaheim, CA 92806  
Attn: Administrative Manager Correctional Programs

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

**I. STATUS OF COUNTY AND DISTRICT:**

COUNTY is, and shall at all times be deemed to be an independent Contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and COUNTY, or any of COUNTY's agents or employees. COUNTY, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

DISTRICT is, and shall at all times be deemed to be an independent Contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and COUNTY, or any of DISTRICT's agents or employees. DISTRICT, its agents and employees shall not be entitled to any rights or privileges of COUNTY

employees and shall not be considered in any manner to be COUNTY employees

**J. ALTERATION OF TERMS:**

This Agreement fully expresses all understanding of DISTRICT and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the Parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both Parties.

**K. CERTIFICATION BY DISTRICT:**

DISTRICT hereby certifies that on all student attendance from classes offered through this Agreement which it reports for State apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

**L. CERTIFICATION BY COUNTY:**

COUNTY hereby certifies that in receiving the compensation for attendance hours stipulated in this Agreement, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

**M. INSURANCE REQUIREMENTS:**

A. Insurance and Self Insurance: Without limiting in any way any of the defense, indemnity, and hold-harmless obligations of this Agreement, the Parties each will obtain, pay for, and maintain in full force and effect during the effective dates of this Agreement policies of insurance, or, self-insurance, a memorandum or memoranda of coverage providing coverage as follows:

1. Commercial General Liability insurance and/or coverage, which shall include coverage for: “bodily injury”, “property damage”, “advertising injury”, and “personal injury”, including, but not limited to, coverage for products and completed operations, with combined single policy limits or limits of liability of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate, if the policy or memorandum of coverage is subject to any aggregate policy limit or aggregate limit of liability.
2. Business or Commercial Automobile Liability insurance or coverage written on an “occurrence” basis with policy limits or limits of liability of not less than \$1,000,000 per accident. It must cover owned, hired, non-owned motor vehicles, with a combined single policy limit or limit of liability for bodily injury and property damage of not less than \$1,000,000.
3. Workers Compensation insurance with statutory limit and Employers’ Liability with a \$1,000,000 limit per occurrence.

B. Additional Insured Endorsements: Each Party to this Agreement shall cause the Commercial General Liability insurance or self-insurance program required by this Agreement to be endorsed to name the other Party as an additional insured.

- C. Subrogation Waivers: The Workers' Compensation policy shall be endorsed to state that all rights of subrogation are waived as to each Party to this Agreement.
- D. Proof of Insurance or Coverage: Each Party to this Agreement shall provide to the other Party at least annually, current Certificates of Insurance with endorsements as required by this Agreement of coverage required by this Agreement.

**N. INDEMNIFICATION AND LIABILITY:**

- A. District agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from and against any claims, demands or liability of any kind or nature, including but not limited to personal injury, death, or property damage, arising from or related to the services, goods or other performance provided by District pursuant to this Agreement ("Claims").
- B. County agrees to indemnify, defend, and hold District, its officers, employees, and agents harmless from any third party claims, demands or liability for personal injury, death, or property damage, arising from the County's receipt of services, goods or other performance pursuant to this Agreement ("Claims").
- C. In the event that third-party loss is attributed to the concurrent act(s) or omission(s) of both Parties, the ultimate financial responsibility of each Party for said loss shall be apportioned according to the Party's percentage of fault as determined by mutual agreement between the Parties or by a court of competent jurisdiction. Neither party shall request a jury apportionment.
- D. This mutual indemnification shall survive termination of this Agreement or final payment therefore.

-Signature Page to Follow-

**IN WITNESS WHEREOF**, the Parties have executed the AGREEMENT to provide continuing education classes to inmates in the County of Orange, State of California.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

BY: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**COUNTY OF ORANGE**

BY: \_\_\_\_\_  
Chairman of the Board of Supervisors

DATED: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD.

BY: \_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors  
Orange County, California

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Office of the County Counsel  
Orange County, California

BY: \_\_\_\_\_  
Deputy

DATE: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santiago Canyon College – Business and Career Education Division**

To: Board of Trustees	Date: March 22, 2021
Re: Approval of Amended Professional Services Agreement with Plastic Surgery Studios	
Action: Request for Approval	

**BACKGROUND**

This is a request to modify the Professional Services Agreement originally approved on December 14, 2020 ([click here for original agreement](#)).

Concierge Hosting for [www.ocbiotecheducation.org](http://www.ocbiotecheducation.org) and includes management of wordpress core and plugin upgrades, malware and virus scanning, management of web mail form deliverability and spam. The website hosts the biotech regional project content for Santiago Canyon College, Santa Ana College, Irvine Valley College, and Fullerton College.

**ANALYSIS**

These modifications to the Professional Service Agreement are as follows, an adjustment to the term of the contract dates beginning July 1, 2020 through June 30, 2022. All subcontractors were removed from the insurance requirements due to the contractor not having third-party contractors; and Exhibit C was modified to Exhibit A within the contract to stay consistent with the agreement.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Amended Professional Services Agreement with Plastic Surgery Studios as presented.

Fiscal Impact:	\$3,600 (Categorical)	Board Date: March 22, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, Dean, Business & Career Education	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon 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 Santiago Canyon College and Plastic Surgery Studios and, having its principal business address located at Insert address of contractor hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

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

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

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

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

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

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 1, 2020, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2022 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement. \_
3. Early Termination. This agreement 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 agreement at any time by their mutual written agreement.
  - C. Either party may terminate this agreement 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 agreement at any time thereafter

by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this agreement 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 agreement 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 three thousand six hundred Dollars (\$3600) ("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 agreement, 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 agreement 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 agreement, Contractor acknowledges and agrees that the Services to be performed under this agreement 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 may use any third-party subcontractor, including, but not limited to, GoDaddy, Amazon, and any third-party software and plugins, that Contractor needs to use for its hosting services, however, 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.

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. Contractor may use District's logo while hosting District website on its servers.

8. 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. Per paragraph ten (9) of Contractor's Terms and Conditions (Exhibit A), which is incorporated by reference, Contractor's liability is limited to \$1,800.

9. Insurance Requirements. Contractor 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;

Other Insurance Requirements

- 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Confidentiality. Under the terms of this agreement, 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.

15. Entire Agreement/Amendment. When signed by both Parties, this agreement (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.

16. 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 agreement. 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.

17. 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.

18. 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: Vice Chancellor, Business Operations & Fiscal Services  
2323 N. Broadway  
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)  
Santiago Canyon College  
Business and Career Education  
8045 E. Chapman Ave  
Orange, CA 92869

Contractor: Plastic Surgery Studios  
8659 Haven Ave, Suite 200  
Rancho Cucamonga, CA 91730

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.

19. 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 anyway.

20. 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 thereof.

21. 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.

22. 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.

23. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California.

24. 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.

25. 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.

26. 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.

27. Failure to Perform. As used in this agreement, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this agreement. If Contractor fails to perform under this agreement, 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.

28. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this agreement, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this agreement 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 agreement, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction.

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.

29. 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.

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

31. 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.

- 32. 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](#).
- 33. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

Print Name: Adam M. O'Connor

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

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

CONTRACTOR

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

Exhibit A  
Scope of Work and Detailed Schedule of Payment.

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

The Orange County Biotech Consortia consisting of Santa Ana, Santiago Canyon, Irvine Valley, and Fullerton Colleges support Plastic Surgery Studios scope of the project as it relates to the Orange County initiatives. Below are the Plastic Surgery Studios deliverables:

*Deliverables may increase as the project launches and may include but are not limited to:*

**Concierge Hosting Program**

- SSL Certificate
- Managed Wordpress Core and Plugin Upgrades
- Wordpress Security Upgrades
- Malware and Virus Scannign
- Managed Wordpress Comment Spam
- Managed contact form notifications and spam
- 24/7 emergency support
- Backups (daily/weekly)
- Backup restoration

*TERMS & CONDITIONS*

The following Terms & Conditions were last modified on November 15, 2018:

Provider is engaged in the business of the design, implementation, maintenance, and marketing of Internet websites. Client desires to retain Provider for said purposes as set forth herein, and Provider and Client agree to the following terms and conditions:

1. **Scope of Services:** Provider agrees to establish, conduct, and maintain various Internet marketing services (“Services”) for Client in accordance with the specifications established between Client and Provider as set forth in the separate Harvest Estimate(s) or any other written agreement, Work Order, Service Ticket, or Project signed by Client. This Agreement and the terms established herein shall extend to any and all Services set for in the Harvest Estimate(s) or other written agreement, Work Order, Service Ticket, or Project signed by Client.
2. **Price and Payment Terms:** Client will pay Provider for the Services according to the terms and timeframes for completion set forth between said parties in the Harvest Estimate(s) electronically signed by Client when “accepted,” or any other written agreement, Work Order, Service Ticket, or Project signed by Client. After the fulfillment of the terms of the agreement stated in the Harvest Estimate(s) or other written agreement, Work Order, Service Ticket, or Project signed by Client, if applicable, the Services provided shall automatically renew month- to-month unless terminated as described in Section 3 below.
3. **Term and Termination:** Unless otherwise stated in a separate Harvest Estimate or any other written agreement, Work Order, Service Ticket, or Project signed by Client, Client or Provider may terminate Services without cause upon thirty (30) days written notice to the other party; however, Services for any product that Client has agreed to pay in monthly installments may not be terminated or cancelled within the first twelve (12) months of this Agreement. In the event of termination of Services, Client agrees to pay Provider for all Services performed up to the date of termination. Provider may terminate this Agreement for breach of this Agreement immediately upon written notice to the Client. Termination for breach will not preclude Provider from exercising any other remedies for breach of this Agreement. This termination agreement supersedes any other termination agreement previously signed.
4. **Ownership of Intellectual Property:** Client warrants and represents that Client is the rightful owner and/or licensee of all content, including, but not limited to, all written content, stock images, photos, videos, audio, etc., that Client may provide to Provider for Services performed by Provider. Client shall indemnify, defend, and hold Provider harmless from any claims, damages, actions, judgments, costs, or attorney’s fees arising out of or related to Client’s use of any intellectual property, content, photos, videos, audio, or the like, provided to Provider. Moreover, Client accepts sole responsibility for procuring and retaining patient consent related to the reflection and use of any and all photos.
5. **HIPAA Compliance:** Client warrants that all information of any kind provided to and used by Provider is in compliance with the Health Insurance Portability and Accountability Act (“HIPAA”) and acknowledges that Provider will take no independent action to assure or confirm compliance with HIPAA. Any damages that may be suffered by Provider as a result of

## Exhibit A

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Client's failure to comply with HIPAA shall be expressly included in Client's requirement to indemnify Provider as outlined in Section 11 below.

6. **FTP Transfers:** Provider reserves the exclusive right to grant and/or deny File Transfer Protocol ("FTP") as it deems reasonable and practical in the performance of Services. Client releases Provider of any and all responsibility related to the provision of "FTP" access and the ramifications associated with inappropriate use. If Provider has to recreate, reestablish, restore, or reapply any web files, code, programming, image, etc., that is lost, corrupted, overwritten, or skewed by Client's FTP access, Client understands that this is a billable charge at Provider's then current hourly rate.
7. **Ownership:** Upon payment in full, Client retains sole and exclusive ownership of any and all data files, videos, and/or photographs provided by Client, and the final work product of Client's website and/or blog. Further, Client retains sole and exclusive ownership of the final work product of Client's marketing pages (e.g., Procedure Pages and Campaigns). Client's ownership shall continue indefinitely upon termination of this Agreement for any reason. Client does not retain ownership of any and all working files and/or source files of Client's website and/or blog, including any and all working files and/or source files for the graphic design and textual content, including, but not limited to, Adobe Photoshop (.psd) and Adobe Illustrator (.ai) files. Also, Client does not retain ownership of any licensing applications, software, and/or other licensed content provided by any third party, including, but not limited to, WordPress, NextGEN, Gravity Forms, Advanced Custom Fields, ToolSet, Adobe Typekit, EmailMeForm, MailChimp, iStockphoto, Shutterstock, and People Images. Provider retains sole and exclusive ownership of any and all working files and/or source files of Client's website and/or blog, including any and all working files and/or source files for the graphic design and textual content, including, but not limited to, Adobe Photoshop (.psd) and Adobe Illustrator (.ai) files. Provider retains sole and exclusive ownership of any and all database application software programs used in the creation and maintenance of all Services, including, but not limited to website photo galleries, website shopping carts, directory web pages, etc. Moreover, Provider exercises sole and exclusive ownership of all advertising and Pay Per Click (PPC) programs. Provider's ownership shall continue indefinitely upon termination of this Agreement for any reason. Provider reserves all reasonable remedies to ensure and protect said interest.
8. **Confidential Information:** All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Services or is required by law. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the Performance of Client's duties and obligations under this Agreement or is required by law. These obligations of confidentiality will extend for a period of two (2) years after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.
9. **Warranty and Disclaimer:** Provider warrants that the Services will be provided in a professional, skillful manner, and in conformity with generally prevailing industry standards.

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Provider makes no implied warranties whatsoever concerning Services, including matters relating to the merchantability of Services or their suitability for any particular purpose. No express warranty is made regarding any Services unless set forth herein or in writing signed by Provider. If Provider shows Client any model or sample of Services, that model or sample was merely used to illustrate the general type and quality of Services and does not represent that Services would necessarily conform to the model or sample. Further, Provider makes no warranty, either express or implied, regarding the accuracy or validity of any information or material supplied by Client under this Agreement, and Provider has no obligation to conduct any independent investigation or research concerning any information provided or supplied by Client.

10. **Limitation of Liability:** In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, punitive, indirect, or economic damages incurred or suffered by Client arising as a result of or related to Services, whether in contract, tort or otherwise. Client further agrees that the total liability of Provider for all claims of any kind arising as a result of or related to the Agreement, or to any act or omission of Provider, whether in contract, tort, or otherwise, will not exceed an amount equal to the amount paid by Client to Provider for Services during the twelve (12) month period preceding the date the claim arises.
11. **Indemnification:** Client shall indemnify, defend, and hold Provider harmless from any liability, action, claim, or damages whatsoever, based or asserted by a third party, including but not limited to all costs, expenses, attorney's fees, and judgments incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.
12. **Venue:** The parties agree that for any dispute arising concerning this Agreement or Services, the proper venue shall be the Superior Court for the County of San Bernardino, in the State of California. Either party may attend any court hearing and/or proceeding telephonically or via video services, including, but not limited to, Facetime or Skype, unless ordered by the Court to attend any court hearings and/or proceeding in person.
13. **Chargebacks:** Client agrees that any amount due from Client to Provider resulting from a credit card chargeback will be subject to a four percent (4%) fee on the amount due. If any check provided by Client to Provider is returned from Provider's bank for insufficient funds or any other reason, Client shall be responsible for all fees and costs incurred by Provider associated with such return.
14. **Content for Website:** Unless otherwise stated in a separate Harvest Estimate or any other written agreement, Work Order, Service Ticket, or Project agreed to by Client and Provider, website design does not include content writing. Content provided by Client will be taken "AS IS," and Provider will not edit Client's content for spelling or grammar before adding it to the website. If Client wants Provider to edit content provided by Client, Client understands that this is a billable charge at Provider's then current hourly rate. Provider has stock content available for Client to use if desired.
15. **Client Review and Approval:** Client understands that Client is responsible for reviewing and approving projects, including but not limited to content writing and homepage design. Provider will give Client a minimum of fifteen (15) days in which to review and approve such projects. If, after fifteen (15) days, Client has not informed Provider of any change requests Client wishes Provider to make to the project, Client understands and agrees that Provider will assume

## Exhibit A

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Client's approval and move forward with the project. Thereafter, any change request by Client will be billable at Provider's current hourly rate. (Provider will not launch Client's website without written approval signed by Client.)

16. Client Abandonment: If, after three (3) months, Client has failed to respond to Provider regarding any project, Client understands and agrees that Provider will assume Client has abandoned the project and will archive it. If, after archiving said project, Client wishes to move forward with the project, Client understands and agrees to pay Provider a fee of up to \$500.00 to unarchive said project.
17. Advertising: Client understands and agrees that Provider may use Client's website design or online digital marketing or a graphic representation of Client's website design or online digital marketing that Provider creates for Client in Provider's advertising or trade or for any other lawful purpose, in all forms and media, including Provider's Case Study Gallery.
18. Force Majeure: If either party is unable to comply with any provision of the Harvest Estimate(s) or other written agreement, Work Order, Service Ticket, or Project signed by Client due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.
19. Miscellaneous Provision: This Agreement constitutes the entire agreement between the parties regarding the subject matter contained in it. No modification of the Agreement, other than Harvest Estimate(s), Work Order(s), Service Ticket(s), or Project(s) as set forth herein, shall be binding unless executed in writing by all of the parties. No waiver of any provision of this Agreement shall be deemed a waiver of any of the other provisions of this Agreement, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless made in writing and executed by the party making the waiver. If any portion of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect. This Agreement shall be subject to and construed in accordance with the laws of the State of California. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, assigns, licensees, partners, and agents of the parties to this Agreement. The captions heading the various sections of this Agreement are for the convenience and identification only and shall not be deemed to limit or define contents of the respective sections. Time is of the essence for performance of this Agreement. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument. This Agreement may also be executed and transmitted via facsimile or electronic mail. Each of the parties warrants and represents that they have the authority and right to execute this Agreement and carry out the obligations set forth herein. In any action arising between the parties concerning this Agreement, the prevailing party shall be entitled to the recovery of reasonable attorneys' fees and costs.

### Addendum – WordPress / Plugin Upgrades

Provider builds the majority of its clients' websites on the WordPress framework. At this time, Provider finds the WordPress framework to be the most efficient, flexible, and cost-effective framework available for its customers. There are hundreds of community volunteers working to

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enhance and evolve the core WordPress software, and there are thousands of plugins and add-ons created and supported by thousands of developers to add additional features to WordPress. As the Internet evolves, so must the software that powers Client's website. Provider prides itself on all quality of the websites it designs, builds, and launches. Many of Provider's customers appreciate the flexibility its sites offer for future development, maintenance, and updates.

Because Provider uses the most standardized and widely used web framework, its clients are not locked into its services for support and maintenance and are free to use other developers for upgrades, maintenance, or future development services. Provider strongly urges its customers to choose a maintenance plan with Provider that will keep their WordPress install up-to-date with not only core WordPress features but also important security updates. In addition to the core WordPress software, all third party plugins and add-ons should be updated whenever their respective creators offer an update. Unlike most website providers in the medical industry, Client owns the website Provider designs and builds for Client (see Section 7 to the ISA above).

Therefore, it is Client's sole responsibility to update Client's website, plugins, and add-ons or contract with a developer to do so. Provider strongly recommends that whoever is responsible for Client's updates follows the recommended WordPress process, including backing up all Client's files and databases in such a way as to quickly restore a previous version if an update is not successful. Provider is not responsible for any updates to Client's website or plugins made by any third party. Therefore, if Client, Client's employee, an outside developer, or anyone other than Provider updates Client's WordPress software or plugins and Client's website no longer functions properly, Provider will not be held responsible. Upon Client's request, Provider will assist in the recovery of Client's website. Client understands that this is a billable charge at Provider's current hourly rate.

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

To:	Board of Trustees	Date: March 22, 2021
Re:	Approval of a Professional Services Agreement with Interact Communications, Inc. for a Santiago Canyon College Marketing Campaign	
Action:	Request for Approval	

**BACKGROUND**

Through the Student Equity and Achievement Program, SEAP, the State Chancellor's Office has apportioned funds to the state to expand and improve opportunities for students that are disproportionately impacted by barriers outside of their control. Santiago Canyon College, seeks to enter into a Professional Services Agreement with Interact Communications, Inc. for the purpose of launching a campus-wide marketing campaign to improve and expand marketing, communication and recruitment efforts for students that fall under equity groups. The attached Professional Services Agreement describes the scope of work, cost of services, and deliverables.

**ANALYSIS**

SCC will work with Interact Communications to implement a 4-month (April 1, 2021 through July 31, 2021) marketing and media buying plan with the goal to increase brand loyalty, increase awareness of credit offerings to prospective students, and increase student enrollment for equity groups. This agreement will enhance similar initiatives that have been completed by the RSCCD Marketing team, but with a new focus on capturing enrollments in specific equity groups with an emphasis on COVID-19 related barriers.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Professional Services Agreement with Interact Communications, Inc. for a Santiago Canyon College SEAP Marketing Campaign as presented.

Fiscal Impact:	\$50,000 (SEAP Categorical Funds)	Board Date: March 22, 2021
Prepared by:	LaKyshia Perez, Director of Special Programs Syed Rizvi, Vice President, Student Services	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez Chancellor	



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 Santiago Canyon College and Interact Communications, having its principal business address located at 502 Main St. Fl. 3, La Crosse, WI 54601 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 June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

- giving a written notice of termination.
- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
  - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
  - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
  - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Fifty thousand Dollars (\$50,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
  - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
  - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
  - D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
  - E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

### Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected

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

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

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

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

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

District: Rancho Santiago Community College District

Attn: Vice Chancellor, Business Operations & Fiscal Services  
2323 N. Broadway  
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)  
LaKyshia Perez  
Director of Special Programs  
8045 E. Chapman Ave.  
Orange, CA, 92869

Contractor: Kristel Keys Running, Director of Communications  
502 Main Street, 3<sup>rd</sup> Floor  
La Crosse, WI 54601

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

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

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

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

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

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

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

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

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

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform

under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been

convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

Print Name: Adam M. O'Connor

Print Title: Interim Vice Chancellor, Bus Ops/Fiscal Svcs

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

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

Print Name:\_\_\_ Anthony Jones

Print Title:\_\_\_ VP, Technology & Operations

Date: \_\_\_\_\_ 3/11/2021

## 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.

**interact**

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# **SANTIAGO CANYON COLLEGE**

**Summer Campaign  
2021**

Prepared by  
Kristel Keys Running, Director of Communications

March 11, 2021

Valid for 30 Days

March 11, 2021

Interact Communications  
502 Main St., 3<sup>rd</sup> Floor  
La Crosse, WI 54601

Dear Ms. Perez,

Interact Communications, Inc., a full-service marketing and communications company, is pleased to submit this proposal to Santiago Canyon College for continued support on your marketing efforts.

Interact Communications has served community and technical colleges since 1996. We have developed and implemented marketing plans and brands for colleges nationwide and have extensive experience in the California market. We are currently the Agency of Record for the Inland Empire/Desert Regional Consortium Strong Workforce Program, Orange County Strong Workforce Program, and North Orange County Community College District CTE branding campaign. As such, we are intimately familiar with the Strong Workforce Initiative, Doing What Matters Initiative, and both local and statewide marketing and branding programs.

As a communications company, we bring:

- 62 combined years in two-year college marketing and recruiting
- 48 years in research and strategic planning
- 33 years in media and message design for educational markets
- 33 years in communications campaign planning and implementation
- 25 years in educational research
- 30 years in image management and media / public relations

We appreciate your consideration of this proposal and look forward to the opportunity to work with Santiago Canyon College in an expanded capacity.

Regards,



Kristel Keys Running, M.A.  
Director of Communications, Interact Communications  
502 Main St., 3<sup>rd</sup> Floor  
La Crosse, WI 54601  
M: (608) 359-5830  
[Kristel.keys@interactcom.com](mailto:Kristel.keys@interactcom.com)  
[www.interactcom.com](http://www.interactcom.com)

## Scope of Work

## Campaign Collateral Development

Interact will provide writing and design for one ad set and one video set sized for YouTube, OTT, Snapchat and TikTok. Digital/social media ads will be created in the following sizes:

- Facebook (2): 1200x628 (including carousel)
- Instagram (2): 600x600 (including carousel)
- Retargeting set 1 (8): 160x600, 300x250, 300x600, 300x100, 320x50, 320x480, 728x90, 970x250
- Retargeting set 2 (8): 160x600, 300x250, 300x600, 300x100, 320x50, 320x480, 728x90, 970x250
- Facebook/Instagram Story ads (2)

This portion of the agreement shall not exceed \$10,000.

## Media Buying and Tracking

To promote non-credit courses offered at Santa Ana College and Santiago Canyon College, Interact Communication recommends the following digital marketing tactics.



**Social Media:** Interact Communications runs sophisticated social media campaigns on Facebook, Instagram, Snapchat, and TikTok. We use innovative techniques that will keep RSAEC's messaging in the public eye by advertising on social media platforms, targeting English, Spanish, and Vietnamese, speaking student prospects in your service area. We have experience running campaigns based on search traffic, demographics, CRM lists, remarketing, and more.



**YouTube Pre-Roll Ads:** We deliver micro-targeted video ad campaigns through programmatic buying. We leverage technology to precisely segment audiences and select channels for reaching them with video ads. We go way beyond traditional demographics to target criteria such as location, context, devices/mobile, recent online activity through browsing and search, time of day, frequency, retargeting, etc. The software we use allows us to set up targeting based on online search behavior, demographics, age, gender, location, topics of interest and behavior.



**Custom Display:** We run a single display campaign with multiple tactics under one umbrella. After knowing your campaign goals, we determine the best tactics to implement and what audiences you want to reach. Tactics we can implement are geofencing, residential geofencing, Over-The-Top (OTT) streaming, CRM targeting, website remarketing, keyword retargeting, behavioral targeting, lookalike website audience targeting, etc. We ensure we implement tactics to target your audiences, including high school students, influencers, parents, career/workforce, etc. Our software will automatically adjust the CPMs for each tactic, to ensure we stretch your dollar and have the most affordable CPM possible. We also track engagement across all tactics and our software will reallocate budget between tactics on a regular basis, depending on where your engagement and traffic is coming from. This ensures your ad/video will only show when triggered to your targeted audience, and we get the most affordable CPM for you.



**Over-the-Top Advertising:** Santiago Canyon College will have its own unique **OTT** campaign, including keyword retargeting and website remarketing. OTT, also known as Over the Top advertising, is a fast-growing, innovative, and highly effective way to connect with digital consumers. With this service marketers can disseminate advertisements to universally used digital media platforms including Amazon, Apple, Google, Roku, Hulu, and more. Through these channels, OTT also gives you access to hundreds of top publishers including dozens of premium advertising venues such as CNN, Fox News, the NFL Network, Yahoo!, ABC affiliates, Dish, Fox Sports, History Channel, HGTV, Food Network, and Sling TV. OTT allows you to provide non-skippable content that reaches a vast and accurate audience, prompts engagement, and provides a seamless way for consumers to access and buy premium OTT content. With Over-the-Top advertising, you are able to reach a unique group of video consumers that advertisers simply can't target with traditional TV commercials.



**Search Engine Marketing:** We focus your budget towards the winning keyword searches and search engines that are generating conversions. What happens post-click – after someone lands on your website – did they call, enroll or fill out a form? Our technology optimizes to intelligently re-allocate the budget towards keywords and search engines that drive conversions from the site. This technology has achieved one of the highest average Google AdWords Quality Scores in all North America and meets Google's high standards for creating, managing and optimizing Google AdWords campaigns.

**Suggested Santiago Canyon College Credit Campaign flight – April1 – June 30, 2021**

Digital Credit Campaigns	March	April	May	June	Totals
Pay Per Click / SEM		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00
Facebook / Instagram		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00
YouTube		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00
Display		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00
Snapchat		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00
TikTok		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00
<b>Totals</b>	<b>\$ -</b>	<b>\$ 12,000.00</b>	<b>\$ 12,000.00</b>	<b>\$ 12,000.00</b>	<b>\$ 36,000.00</b>

**Fee Summary**

Digital Marketing Services	Unit Price	Total Cost
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Digital Media Buy		\$36,000
Collateral Development		\$10,000
Media Placement Fee (10%)		\$4,000
<b>Total</b>		<b>\$50,000</b>

## Terms

1. Appointment of Agency. Upon contract signature, client will appoint Agency as Client’s creative services agency in connection with the events, products, and/or services of Client described in Scope of Work document.
2. Scope of Services. Agency will provide Client with the services provided in the Scope of Work which is incorporated into this Agreement. Should Client request Agency to perform additional services beyond the scope of those identified in the Scope of Work, Agency and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for such additional services will be set forth in writing executed by both parties and considered an Addendum to this Agreement.
3. Intellectual Property Ownership.
  - a. Subject to the limitations set forth in Section 3(b) of this Agreement, all campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, computer programs, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the “Work Product”) produced by Agency shall be the property of the Client provided: (1) such Work Product is accepted by the Client within two (2) months of being proposed by Agency; and (2) Client has paid all fees and costs associated with creating, or, where applicable, producing such Work Product. Work Product that does not meet the two foregoing conditions shall remain the Agency’s property. Subject to and upon fulfillment of the foregoing conditions, all title and interest to Work Product shall vest in Client as “works made for hire” within the meaning of the United States copyright laws. To the extent that the title to any such Work shall not be considered a work made for hire pursuant to law, Agency transfers and assigns its rights in such Work to Client upon the fulfillment of conditions 1 and 2 set forth in this Section 3(a).
  - b. It is understood that Agency may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the third-party licensor at the conclusion of the term of such third-party license. In those instances, Client agrees that it remains bound by the terms of such third-party licenses. Agency will keep client informed of any such limitations.
  - c. Agency shall be permitted to display all completed Work Product, after such Work Product is accepted and implemented by Client, in Agency’s work portfolio in print, digital, and online formats for Agency’s promotional purposes, including the submission of any completed and published Work Product in any relevant award competitions. Client grants to Agency a limited license to display the completed, accepted, and implemented Work Product for such purpose.

4. Compensation and Billing Procedure. Agency will be compensated, and Client will be billed a flat fee of 50% upon contract signing and 50% upon completion of each deliverable, on a monthly basis. The entirety of the buy (hard costs and management fees) will be invoiced at contract signing. Payment terms are prepayment of any media prior to placement.
5. Client Approvals and Authority. Client shall provide timely approvals of Agency work and timely responses to Agency inquiries related to all aspects of the Work. Client shall designate in writing the individual or individuals with whom the Agency will communicate regarding all aspects of the Work or this Agreement. In the event of a delay by Client in granting any necessary authority or approval to Agency, which delay causes an increase in fees or costs associated with the Work, or a delay in the completion date of the Work, Client shall be solely responsible for such increased costs and delayed completion dates.
6. Commitments to Third Parties.
  - a. Client appoints Agency as its agent for all purchases of media, production costs, engagement of talent, or other services and materials required to fulfill the Agreement or produce the Work Product. Client shall promptly notify Agency of its desire to cancel any such authorization, whereupon on receipt of written notice of such cancellation, Agency will take all appropriate steps to effect such cancellation, provided that Client will hold Agency harmless with respect to any costs incurred by Agency as a result, including the securing of a written release of Agency by the third party vendor and/or payment in full of all charges incurred by Agency.
  - b. For all media, production services, talent engagement, or other services or materials purchased by Agency on Client's behalf, Client agrees that Agency shall be held liable for payments only to the extent proceeds have cleared from Client to Agency for such third party purchase or expense; otherwise, Client agrees to be solely liable to the media or other relevant third party ("Sequential Liability"). Agency will use its best efforts to obtain agreement by media and other relevant third parties to Sequential Liability.
7. Amendments. Any amendments to this Agreement must be in writing and signed by Agency and Client.

## Signature

*Payment terms for collateral development are 50% upon contract signing and 50% upon project completion. Payment terms for media buys are 100% upon contract signing. Media buys require payment being received by Interact Communications in full prior to the final "guarantee of placement" confirmation, usually 15-30 days prior to Ad deployment (depending on Ad placement location).*

*Any other services that Santiago Canyon College requires outside of the stated parameters of this contract will be furnished at our best client pricing. Any changes to the contract will be noted and will require signed authorization in the form of a change order.*

*This agreement contains the entire agreement and understanding between the parties with respect to the subject matter herein.*

Agreed to on behalf of:

Agreed to on behalf of:

## Santiago Canyon College

Syed Rizvi, Vice President Student Services

\_\_\_\_\_

\_\_\_\_\_

## Interact Communications

Name/Title

Kristel Keys Running, Director of Communications

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Rancho Santiago Comm Coll District

Board Meeting of 03/22/21

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 02/23/21 Thru 03/08/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68771	General Fund Unrestricted	126,474.51	0.00	126,474.51	92*0545851	92*0545984
68777	General Fund Unrestricted	172,965.02	0.00	172,965.02	92*0546037	92*0546168
68784	General Fund Unrestricted	1,713.80	0.00	1,713.80	92*0546414	92*0546416
68785	General Fund Unrestricted	409.67	0.00	409.67	92*0546419	92*0546419
68787	General Fund Unrestricted	251,117.94	0.00	251,117.94	92*0546421	92*0546438
68789	General Fund Unrestricted	1,543.86	0.00	1,543.86	92*0546440	92*0546441
68793	General Fund Unrestricted	6,229.03	0.00	6,229.03	92*0546450	92*0546458
68795	General Fund Unrestricted	118,721.49	0.00	118,721.49	92*0546461	92*0546482
68801	General Fund Unrestricted	3,597.40	0.00	3,597.40	92*0546530	92*0546568
<b>Total Fund 11 General Fund Unrestricted</b>		<b>\$682,772.72</b>	<b>\$0.00</b>	<b>\$682,772.72</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68771	General Fund Unrestricted	147,417.10	0.00	147,417.10	92*0545857	92*0545987
68777	General Fund Restricted	3,973,568.71	0.00	3,973,568.71	92*0546033	92*0546169
68787	General Fund Restricted	74,034.65	0.00	74,034.65	92*0546424	92*0546437
68789	General Fund Restricted	56,355.86	0.00	56,355.86	92*0546442	92*0546443
68791	General Fund Restricted	33,696.37	0.00	33,696.37	92*0546445	92*0546448
68793	General Fund Restricted	26,995.49	0.00	26,995.49	92*0546452	92*0546453
68795	General Fund Restricted	32,931.59	0.00	32,931.59	92*0546460	92*0546484
<b>Total Fund 12 General Fund Restricted</b>		<b>\$4,344,999.77</b>	<b>\$0.00</b>	<b>\$4,344,999.77</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68771	GF Unrestricted One-Time Func	35,498.16	0.00	35,498.16	92*0545850	92*0545986
68777	GF Unrestricted One-Time Func	35,033.11	0.00	35,033.11	92*0546032	92*0546165
68785	GF Unrestricted One-Time Func	13,000.00	0.00	13,000.00	92*0546417	92*0546418
68787	GF Unrestricted One-Time Func	10,992.05	0.00	10,992.05	92*0546422	92*0546428
68795	GF Unrestricted One-Time Func	1,048.28	0.00	1,048.28	92*0546463	92*0546476
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b>\$95,571.60</b>	<b>\$0.00</b>	<b>\$95,571.60</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68772	Child Development Fund	1,028.52	0.00	1,028.52	92*0545988	92*0545990
68778	Child Development Fund	8,650.36	0.00	8,650.36	92*0546170	92*0546172
68786	Child Development Fund	8.57	8.57	0.00	92*0546420	92*0546420
68788	Child Development Fund	10.25	10.25	0.00	92*0546439	92*0546439
68790	Child Development Fund	14.61	14.61	0.00	92*0546444	92*0546444
68792	Child Development Fund	6.78	6.78	0.00	92*0546449	92*0546449
68794	Child Development Fund	116.38	116.38	0.00	92*0546459	92*0546459
68796	Child Development Fund	10,751.60	0.00	10,751.60	92*0546485	92*0546486
<b>Total Fund 33 Child Development Fund</b>		<b><u>\$20,587.07</u></b>	<b><u>\$156.59</u></b>	<b><u>\$20,430.48</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68773	Capital Outlay Projects Fund	151,561.76	0.00	151,561.76	92*0545991	92*0546000
68779	Capital Outlay Projects Fund	18,083.24	0.00	18,083.24	92*0546173	92*0546177
68797	Capital Outlay Projects Fund	4,176.93	0.00	4,176.93	92*0546487	92*0546487
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b><u>\$173,821.93</u></b>	<b><u>\$0.00</u></b>	<b><u>\$173,821.93</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68774	Bond Fund, Measure Q	49,629.50	0.00	49,629.50	92*0546001	92*0546005
68780	Bond Fund, Measure Q	2,147,636.55	0.00	2,147,636.55	92*0546178	92*0546183
68798	Bond Fund, Measure Q	1,380.00	0.00	1,380.00	92*0546488	92*0546489
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b><u><u>\$2,198,646.05</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$2,198,646.05</u></u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68781	Property and Liability Fund	3,398.38	0.00	3,398.38	92*0546184	92*0546184
<b>Total Fund 61 Property and Liability Fund</b>		<b><u>3,398.38</u></b>	<b><u>0.00</u></b>	<b><u>3,398.38</u></b>		

Checks Written for Period 02/23/21 Thru 03/08/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68775	Workers' Compensation Fund	340.14	0.00	340.14	92*0546006	92*0546006
68782	Workers' Compensation Fund	822.68	0.00	822.68	92*0546185	92*0546186
68799	Workers' Compensation Fund	6,220.31	0.00	6,220.31	92*0546490	92*0546491
<b>Total Fund 62 Workers' Compensation Fu</b>		<b>\$7,383.13</b>	<b>\$0.00</b>	<b>\$7,383.13</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68580	Student Financial Aid Fund	0.00	300.00	-300.00	92*0541359	92*0541359
68665	Student Financial Aid Fund	0.00	1,000.00	-1,000.00	92*0543321	92*0543321
68776	Student Financial Aid Fund	15,500.00	0.00	15,500.00	92*0546007	92*0546031
68783	Student Financial Aid Fund	224,000.00	0.00	224,000.00	92*0546187	92*0546413
68800	Student Financial Aid Fund	38,114.00	2,500.00	35,614.00	92*0546492	92*0546529
<b>Total Fund 74 Student Financial Aid Fund</b>		<b>\$277,614.00</b>	<b>\$3,800.00</b>	<b>\$273,814.00</b>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	682,772.72
Total Fund 12 General Fund Restricted	4,344,999.77
Total Fund 13 GF Unrestricted One-Time Fund	95,571.60
Total Fund 33 Child Development Fund	20,430.48
Total Fund 41 Capital Outlay Projects Fund	173,821.93
Total Fund 43 Bond Fund, Measure Q	2,198,646.05
Total Fund 61 Property and Liability Fund	3,398.38
Total Fund 62 Workers' Compensation Fund	7,383.13
Total Fund 74 Student Financial Aid Fund	273,814.00
Grand Total:	<u><u>\$7,800,838.06</u></u>

Checks Written for Period 02/23/21 Thru 03/08/21

<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>
1A2102427	SAC Diversified Agency Fund	2,500.00	0.00	2,500.00	1A*0002438	1A*0002438
1A2103106	SAC Diversified Agency Fund	40,990.56	20,570.28	20,420.28	1A*0002439	1A*0002461
<b>Total 1A SAC Diversified Agency Fund</b>		<b><u><u>\$43,490.56</u></u></b>	<b><u><u>\$20,570.28</u></u></b>	<b><u><u>\$22,920.28</u></u></b>		

Checks Written for Period 02/23/21 Thru 03/08/21

<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>
1B2102427	SAC Bookstore Fund	18,956.58	8,950.28	10,006.30	1B*0002749	1B*0002761
1B2103106	SAC Bookstore Fund	11,986.23	11,986.23	0.00	1B*0002762	1B*0002765
<b>Total 1B SAC Bookstore Fund</b>		<b><u><u>\$30,942.81</u></u></b>	<b><u><u>\$20,936.51</u></u></b>	<b><u><u>\$10,006.30</u></u></b>		

Checks Written for Period 02/23/21 Thru 03/08/21

<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>
1S2102427	SAC Associated Students Fund	169.29	0.00	169.29	1S*0001783	1S*0001783
1S2103106	SAC Associated Students Fund	2,111.54	0.00	2,111.54	1S*0001784	1S*0001785
<b>Total 1S SAC Associated Students Fund</b>		<b><u><u>\$2,280.83</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$2,280.83</u></u></b>		

Checks Written for Period 02/23/21 Thru 03/08/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T2102427	SAC Diversified Trust Fund	8,802.52	0.00	8,802.52	1T*0002114	1T*0002116
1T2103106	SAC Diversified Trust Fund	97,666.25	0.00	97,666.25	1T*0002117	1T*0002123
<b>Total 1T SAC Diversified Trust Fund</b>		<b>\$106,468.77</b>	<b>\$0.00</b>	<b>\$106,468.77</b>		

**SUMMARY**

Total Fund 1A SAC Diversified Agency Fund	22,920.28
Total Fund 1B SAC Bookstore Fund	10,006.30
Total Fund 1S SAC Associated Students Fund	2,280.83
Total Fund 1T SAC Diversified Trust Fund	106,468.77
<b>Grand Total:</b>	<b><u><u>\$141,676.18</u></u></b>

Checks Written for Period 02/23/21 Thru 03/08/21

<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>
2A2103106	SCC Diversified Agency Fund	4,455.00	0.00	4,455.00	2A*0001878	2A*0001880
<b>Total 2A SCC Diversified Agency Fund</b>		<b><u>4,455.00</u></b>	<b><u>0.00</u></b>	<b><u>4,455.00</u></b>		

Checks Written for Period 02/23/21 Thru 03/08/21

<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>
2B2103106	SCC Bookstore Fund	42,418.88	0.00	42,418.88	2B*0002424	2B*0002443
<b>Total 2B SCC Bookstore Fund</b>		<u><u>\$42,418.88</u></u>	<u><u>\$0.00</u></u>	<u><u>\$42,418.88</u></u>		

Checks Written for Period 02/23/21 Thru 03/08/21

<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>
2C2103106	SCC Community Education Fund	420.00	0.00	420.00	2C*0001230	2C*0001231
<b>Total 2C SCC Community Education Fund</b>		<u><u>\$420.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$420.00</u></u>		

Checks Written for Period 02/23/21 Thru 03/08/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T2103106	SCC Diversified Trust Fund	919.78	0.00	919.78	2T*0001572	2T*0001573
<b>Total 2T SCC Diversified Trust Fund</b>		<b><u>919.78</u></b>	<b><u>\$0.00</u></b>	<b><u>919.78</u></b>		

**SUMMARY**

Total Fund 2A SCC Diversified Agency Fund	4,455.00
Total Fund 2B SCC Bookstore Fund	42,418.88
Total Fund 2C SCC Community Education Fu	420.00
Total Fund 2T SCC Diversified Trust Fund	919.78
<b>Grand Total:</b>	<b><u><u>\$48,213.66</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT**  
**From 02/23/2021 To 03/08/2021**  
**Board Meeting on 03/22/2021**

**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.

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
3000	EMPLOYEE BENEFITS		5,562
4000	SUPPLIES & MATERIALS	5,775	
5000	OTHER OPERATING EXP & SERVICES	2,027	
6000	CAPITAL OUTLAY		2,240
<b>Total Transfer Fund 11</b>		<b>\$7,802</b>	<b>\$7,802</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
1000	ACADEMIC SALARIES		77,382
2000	CLASSIFIED SALARIES	54,413	
3000	EMPLOYEE BENEFITS		28,841
4000	SUPPLIES & MATERIALS	585,342	
5000	OTHER OPERATING EXP & SERVICES		23,276
6000	CAPITAL OUTLAY		493,508
7000	OTHER OUTGO		16,748
<b>Total Transfer Fund 12</b>		<b>\$639,755</b>	<b>\$639,755</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
1000	ACADEMIC SALARIES		23,616
3000	EMPLOYEE BENEFITS		4,784
4000	SUPPLIES & MATERIALS	10,760	
5000	OTHER OPERATING EXP & SERVICES		168,480
6000	CAPITAL OUTLAY		3,880
7900	RESERVE FOR CONTINGENCIES	190,000	
<b>Total Transfer Fund 13</b>		<b>\$200,760</b>	<b>\$200,760</b>
<b><u>Fund 31: Bookstore Fund</u></b>			
4000	SUPPLIES & MATERIALS	16,909	
5000	OTHER OPERATING EXP & SERVICES		16,909
<b>Total Transfer Fund 31</b>		<b>\$16,909</b>	<b>\$16,909</b>
<b><u>Fund 33: Child Development Fund</u></b>			
1000	ACADEMIC SALARIES	14,000	
2000	CLASSIFIED SALARIES	98,700	
3000	EMPLOYEE BENEFITS		200
4000	SUPPLIES & MATERIALS		104,500
6000	CAPITAL OUTLAY		8,000
<b>Total Transfer Fund 33</b>		<b>\$112,700</b>	<b>\$112,700</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>			
4000	SUPPLIES & MATERIALS	2,600	
5000	OTHER OPERATING EXP & SERVICES		400
6000	CAPITAL OUTLAY		2,200
<b>Total Transfer Fund 79</b>		<b>\$2,600</b>	<b>\$2,600</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT**  
**From 02/23/2021 To 03/08/2021**  
**Board Meeting on 03/22/2021**

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
8100	FEDERAL REVENUES	5,437,309	
8600	STATE REVENUES	(54,710)	
8800	LOCAL REVENUES	9,978	
1000	ACADEMIC SALARIES		23,759
3000	EMPLOYEE BENEFITS		1,316
4000	SUPPLIES & MATERIALS		(2,738)
5000	OTHER OPERATING EXP & SERVICES		5,364,695
6000	CAPITAL OUTLAY		20,236
7000	OTHER OUTGO		(14,691)
<b>Total Transfer Fund 12</b>		<b>\$5,392,577</b>	<b>\$5,392,577</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
8900	OTHER FINANCING SOURCES	49,900	
7900	RESERVE FOR CONTINGENCIES		49,900
<b>Total Transfer Fund 41</b>		<b>\$49,900</b>	<b>\$49,900</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
8100	FEDERAL REVENUES	2,536	
8600	STATE REVENUES	1,024,980	
7000	OTHER OUTGO		1,027,516
<b>Total Transfer Fund 74</b>		<b>\$1,027,516</b>	<b>\$1,027,516</b>

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 02/23/2021 To 03/08/2021  
Board Meeting on 03/22/2021

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.

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
<b>B026934</b>		
03/01/21		
4000	606,532	
5000		76,024
6000		530,508
<b>Total Reference B026934</b>	<b>\$606,532</b>	<b>\$606,532</b>
<b>Reason:</b>	Special Project Adjustment	
<b>Description:</b>	Create budget for purchasing laptops and accessories	
<b>B026944</b>		
03/08/21		
4000	63,000	
5000		63,000
<b>Total Reference B026944</b>	<b>\$63,000</b>	<b>\$63,000</b>
<b>Reason:</b>	Special Project Adjustment	
<b>Description:</b>	Budget for Adobe licenses for students	
<b>BC2KOQXH39</b>		
03/05/21		
1000	25,131	
2000		16,613
3000		8,518
<b>Total Reference BC2KOQXH39</b>	<b>\$25,131</b>	<b>\$25,131</b>
<b>Reason:</b>	Special Project Adjustment	
<b>Description:</b>	Adjust funding for Robert Bustamante to 100% (SEAP 2572)	
<b>BC6A08FR25</b>		
02/24/21		
1000		41,005
3000	12,170	
5000	28,835	
<b>Total Reference BC6A08FR25</b>	<b>\$41,005</b>	<b>\$41,005</b>
<b>Reason:</b>	Special Project Adjustment	
<b>Description:</b>	Closing Project 18/19 SWP Local to offset negative balances	
<b>BCBXH8SV11</b>		
03/02/21		
4000		28,550
6000	28,550	
<b>Total Reference BCBXH8SV11</b>	<b>\$28,550</b>	<b>\$28,550</b>
<b>Reason:</b>	Adjustment	
<b>Description:</b>	Reinstate borrowed funds to division account	
<b>BCLECWIAPD</b>		
02/24/21		
1000		20,000
2000	30,000	
3000		10,000
<b>Total Reference BCLECWIAPD</b>	<b>\$30,000</b>	<b>\$30,000</b>
<b>Reason:</b>	Special Project Adjustment	
<b>Description:</b>	Transfer funds for salary and benefit accounts (19/20 SWP Local Proj 2181)	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**BUDGET BOARD REPORT- ATTACHMENT**

From 02/23/2021 To 03/08/2021

Board Meeting on 03/22/2021

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>Fund 12: General Fund Restricted</b>			
<b>BCLU0MZI79</b>	<b>03/01/21</b>		
2000	CLASSIFIED SALARIES	16,200	
4000	SUPPLIES & MATERIALS		56,700
5000	OTHER OPERATING EXP & SERVICES	19,000	
6000	CAPITAL OUTLAY	21,500	
<b>Total Reference BCLU0MZI79</b>		<b>\$56,700</b>	<b>\$56,700</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Fund transfer to account 4710 supporting meals for students		
<b>BCCMNJS1HB</b>	<b>03/08/21</b>		
5000	OTHER OPERATING EXP & SERVICES		170,000
7900	RESERVE FOR CONTINGENCIES	170,000	
<b>Total Reference BCCMNJS1HB</b>		<b>\$170,000</b>	<b>\$170,000</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Fund transfer for executive recruitment		
<b>BCF5M4QHYV</b>	<b>03/08/21</b>		
5000	OTHER OPERATING EXP & SERVICES		20,000
7900	RESERVE FOR CONTINGENCIES	20,000	
<b>Total Reference BCF5M4QHYV</b>		<b>\$20,000</b>	<b>\$20,000</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Additional budget for general counsel		
<b>BCUTX32HBA</b>	<b>03/01/21</b>		
1000	ACADEMIC SALARIES	14,000	
2000	CLASSIFIED SALARIES	25,000	
4000	SUPPLIES & MATERIALS		39,000
<b>Total Reference BCUTX32HBA</b>		<b>\$39,000</b>	<b>\$39,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Lakeshore instructional supplies purchase		
<b>BCZ96S7BL8</b>	<b>03/01/21</b>		
2000	CLASSIFIED SALARIES	52,500	
4000	SUPPLIES & MATERIALS		52,500
<b>Total Reference BCZ96S7BL8</b>		<b>\$52,500</b>	<b>\$52,500</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Lakeshore instructional supplies purchase		
<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>Fund 12: General Fund Restricted</b>			
<b>B026931</b>	<b>02/24/21</b>		
8100	FEDERAL REVENUES	5,419,845	
5000	OTHER OPERATING EXP & SERVICES		5,419,845
<b>Total Reference B026931</b>		<b>\$5,419,845</b>	<b>\$5,419,845</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	Set-up new budget for HEERF II - 1234 CARES ACT Inst. Portion II SCC		
<b>BCHDO4IRS6</b>	<b>02/24/21</b>		
8600	STATE REVENUES	(50,000)	
5000	OTHER OPERATING EXP & SERVICES		(50,000)
<b>Total Reference BCHDO4IRS6</b>		<b>\$(50,000)</b>	<b>\$(50,000)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Decrease revenue/holding account to increase revenue/scholarship grants		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 02/23/2021 To 03/08/2021  
Board Meeting on 03/22/2021

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
<b>B026932</b>	<b>02/25/21</b>		
8900	OTHER FINANCING SOURCES	49,900	
7900	RESERVE FOR CONTINGENCIES		49,900
<b>Total Reference B026932</b>		<b>\$49,900</b>	<b>\$49,900</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SPAJ Interfund transfer to SP3673 SAC Facilities FMR20-558		
<b>B026940</b>	<b>03/03/21</b>		
8600	STATE REVENUES	970,270	
7000	OTHER OUTGO		970,270
<b>Total Reference B026940</b>		<b>\$970,270</b>	<b>\$970,270</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Update budget for #2553 SSCG-SAC to align 20/21 apportionment		
<b>BCU423BGJV</b>	<b>02/24/21</b>		
8600	STATE REVENUES	50,000	
7000	OTHER OUTGO		50,000
<b>Total Reference BCU423BGJV</b>		<b>\$50,000</b>	<b>\$50,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Increase to revenue/scholarship grants via decrease to revenue/holding account		

**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 02/23/2021 To 03/08/2021  
Board Meeting on 03/22/2021**

**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.

**INTRAFUND TRANSFERS**

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
02/28/21	J063720	Overspent VTEA-Fd 12 to Fd 11	1.16
02/28/21	J063721	Underspent VTEA-Fd 11 to Fd 12	0.04
02/28/21	J063723	Underspent TAEP-Fd 11 to Fd 12	90.93

**INTERFUND TRANSFERS**

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
02/23/21	J063575	Trns Fd13 to41 SP3673 FMR20558	49,900.00

**RECOMMENDATION**

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

4.2 (6)

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

To:	Board of Trustees	Date: March 22, 2021
Re:	Approval of the 2021-22 Tentative Budget Assumptions	
Action:	Request for Approval	

**BACKGROUND**

Each year, the Board of Trustees approve the Budget Assumptions that serve as the foundation in the development of the district's annual budget.

**ANALYSIS**

On January 8, Governor Newsom released his proposed budget for fiscal year 2021-22. The proposal for Community Colleges includes one-time investments in emergency student financial assistance, retention and re-enrollment, amongst a variety of priorities and it buys down a significant portion of the 2020-21 deferrals. The budget proposal also funds a 1.5% Cost of Living Adjustment (COLA) and 0.5% system-wide student enrollment growth.

Based on the information known at this time, the district continues to budget at the hold-harmless level, meaning our apportionment revenue is estimated at 2017-18 Total Computational Revenue (TCR) plus out year COLAs. Total new unrestricted revenues are currently estimated at \$2.7 million.

The assumptions for new expenses total approximately \$7.6 million in additional ongoing costs including cost of negotiated COLA, step and column movement and other increased costs. Added to these expenses is \$2.2 million deficit carryforward from 2020-21 budget, which was covered with one-time funds. Based on these assumptions at this time, the 2021-22 ongoing budget produces a net deficit of \$7.1 million.

The district will continue to build on these assumptions as additional information becomes available, such as the May Revise, and as we continue to identify budget savings. This \$7.1 million deficit will be filled with potential additional revenue, savings from the Supplemental Retirement Plans, other budget reductions and/or one-time funds when the Tentative Budget is presented to the Board of Trustees for approval on June 14, 2021. Once a State budget is enacted by the Legislature at the end of June, any necessary changes to our State funding can be made in the district's proposed Adopted Budget for approval by the Board of Trustees on September 13, 2021.

These assumptions, which are the starting point for building the 2021-22 Tentative Budget, were reviewed and recommended by both the Fiscal Resources Committee and District Council.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the 2021-22 Tentative Budget Assumptions as presented.

Fiscal Impact:	Estimated \$7.1 million deficit at this time	Board Date: March 22, 2021
Prepared by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**UNRESTRICTED GENERAL FUND**  
**2021/22 Tentative Budget Assumptions**  
**February 17, 2021**

I. State Revenue

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

B. FTES Workload Measure Assumptions:

Year	Base	Actual	Funded	Actual Growth
2015/16	28,908.08	28,901.64	28,901.64	-0.02%
2016/17	28,901.64	27,517.31	28,901.64	-4.79%
2017/18	28,901.64	29,378.53	29,375.93	1.65%
2018/19	P3	25,925.52	28,068.86	-11.75%
2019/20	P3	27,028.98	26,889.30	4.26%
2020/21	P1	24,590.94		-9.02%

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

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

c - To maintain the 2015/16 funding level and produce growth FTES in 2017/18, the district borrowed from summer 2018 which reduced FTES in 2018/19.

The governor's state budget proposal includes .5% systemwide growth funding, 1.5% COLA, and no base allocation increase. The effects of the SCFF on our budget is not fully known at this time. The components will now remain at 70/20/10 split with funded COLA added each year. Any changes to our funding related to the new formula will be incorporated when known.

Projected COLA of 1.5%	\$2,622,572
Projected Growth/Access	\$0
Deficit Factor (2%)	(\$3,496,763)
Apportionment Base Incr (Decr) for 2020/21	<b>(\$874,191)</b>

2021/22 Potential Growth at 0.5% 27,164

C. Education Protection Account (EPA) funding estimated at \$29,927,255 based on 2020/21 @ Advance. These are not additional funds. The EPA is only a portion of general purpose funds that offsets what would otherwise be state aid in the apportionments. We intend to charge a portion of faculty salaries to this funding source in compliance with EPA requirements.

D. Unrestricted lottery is projected at \$150 per FTES (\$3,757,379). Restricted lottery at \$49 per FTES (\$1,353,211). (2020/21 @ P1 of resident & nonresident factored FTES, 25,049.19 x \$150 = \$3,757,379 unrestricted lottery; 25,049.19 x \$49 = \$1,227,410.) Decrease of \$385,103.

E. Estimated reimbursement for part-time faculty compensation is estimated at \$554,206 (2020/21 @ Advance). Increase of \$95,647.

F. Categorical programs will continue to be budgeted separately; self-supporting, matching revenues and expenditures. COLA is being proposed on certain categorical programs. Without COLA, other categorical reductions would be required to remain in balance if settlements are reached with bargaining groups. The colleges will need to budget for any program match requirements using unrestricted funds.

G. College Promise Grants (BOG fee waivers 2% administration) funding estimated at 2020/21 @ Advance of \$279,888. Slight increase.

H. Mandates Block Grant estimated at a total budget of \$869,923 (\$30.85 x 28,198.47). Unchanged. No additional one-time allocation proposed.

II. Other Revenue

I. Non-Resident Tuition budgeted at \$2,700,000. (SAC \$2,000,000, SCC \$700,000). Increase of \$800,000.

J. Interest earnings estimated at \$1,000,000. Decrease of \$400,000.

K. Other miscellaneous income (includes fines, fees, rents, etc.) is estimated at approximately \$407,680. Unchanged.

L. Apprenticeship revenue estimated at \$3,951,786. Unchanged. (Corresponding expenses are also budgeted for additional apprenticeship course offerings.)

M. Scheduled Maintenance/Instructional Equipment allocation. \$0 provided in the state budget.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
UNRESTRICTED GENERAL FUND  
2021/22 Tentative Budget Assumptions  
February 17, 2021**

III. Appropriations and Expenditures

- A. As the District's budget model is a revenue allocation model, revenues flow through the model to the colleges as earned. The colleges have the responsibility, within their earned revenue, to budget for ALL necessary expenditures including but not limited to all full time and part time employees, utilities, instructional services agreements, multi-year maintenance and other contracts, supplies, equipment and other operating costs.
- B. The state is providing 1.5% Cost of Living Allowance (COLA). COLA of 4% was negotiated for FARSCCD & CSEA bargaining groups. This 4% excludes employees who took the Supplemental Retirement Program (SRP). The College will need to budget for bargained increased costs in Salaries and Benefits for part-time employees. The estimated cost of a 1% salary increase is \$1.78 million for all funds. The estimated cost of a 1% salary increase is \$1.40 million for the unrestricted general fund.
- C. Step and column movement is budgeted at an additional cost of approximately \$1.30 million including benefits for FD 11 & 13 (FARSCCD approximate cost \$487,405 CSEA approximate cost \$439,025, Management/Other approximate cost \$376,085) For all funds, it is estimated to = \$1.81 million (FARSCCD = \$575,359, CSEA = \$719,851, Management/Others = \$514,692) In addition, the colleges would need to budget for step/column increases for P/T faculty.
- D. Health and Welfare benefit premium cost increase as of 1/1/2022 is estimated at 3.5% for an additional cost of approximately \$859,571 for active employees and a reduction of \$440,379 for retirees, for a combined increase of \$419,192 for unrestricted general fund. The additional cost increase for all funds is estimated to = \$1,130,585  
State Unemployment Insurance local experience charges are estimated at \$250,000 (2019/20 budgeted amount). Unchanged.  
CalSTRS employer contribution rate will decrease in 2021/22 from 16.15% to 15.92% for a decrease of \$171,451  
(Note: The cost of each 1% increase in the STRS rate is approximately \$740,000.)  
CalPERS employer contribution rate will increase in 2021/22 from 20.70% to 23.00% for an increase of \$913,683.  
(Note: The cost of each 1% increase in the PERS rate is approximately \$390,000.)
- E. The full-time faculty obligation (FON) for Fall 2021 has not been calculated at this time. The Fall 2020 report indicated the District was 33.8 faculty over its FON. This number will be reduced based on faculty taking the SRP. The current cost for a new position is budgeted at Class VI, Step 12 at approximately \$156,349. Penalties for not meeting the obligation amount to approximately \$80,250 per FTE not filled. Each faculty hired over the FON adds cost of \$101,463 (\$156,349 - \$54,886).
- F. The current rate per Lecture Hour Equivalent (LHE) effective 7/1/21 for hourly faculty is \$1,513. Increase of \$58 per LHE. (Total cost of salary and benefits of part-time faculty to teach 30 LHE = \$54,886)
- G. Retiree Health Benefit Fund (OPEB/GASB 75 Obligation) - The calculated Actuarially Determined Contribution (ADC) for FY 2021/22 is estimated to be \$10,478,640. The District will therefore increase the employer payroll contribution rate of 1.10% to 2.00% of total salaries. This increases of \$1,036,245 to the unrestricted general fund and \$1,456,616 for all funds.
- H. Capital Outlay Fund - The District will continue to budget \$1.5 million for capital outlay needs.
- I. Utilities cost increases of 2.5%, estimated at \$100,000.
- J. Information Technology licensing contract escalation cost of 7%, estimated at \$125,000.
- K. Property and Liability Insurance transfer estimated at \$1,970,000. Unchanged.
- L. Other additional DS/Institutional Cost expenses:

	Ongoing Cost	One-time Cost
Leadership Academy	\$ 518,379	
DMC Operating Cost	\$ 96,682	\$ 71,500
- M. Fifth contribution of Santiago Canyon College ADA Settlement expenses of \$2 million from available one-time funds.

<b>Rancho Santiago Community College District</b> <b>Unrestricted General Fund Summary</b> <b>2021/22 Tentative Budget Assumptions</b> <b>February 17, 2021</b>
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	<u><b>New Revenues</b></u>	Ongoing Only	One-Time
<b>A</b>	Student Centered Funding Formula		
<b>B</b>	Projected COLA of 1.5%	\$2,622,572	
<b>B</b>	Growth	\$0	
<b>B</b>	Deficit Factor (2%)	\$0	
<b>D</b>	Unrestricted Lottery	(\$385,103)	
<b>H</b>	Mandates Block Grant	\$0	
<b>I</b>	Non-Resident Tuition	\$800,000	
<b>J</b>	Interest Earnings	(\$400,000)	
<b>L</b>	Apprenticeship - SCC	\$0	
<b>EGK</b>	Misc Income	\$97,039	
	<b>Total</b>	\$2,734,508	\$0
	 <u><b>New Expenditures</b></u>		
<b>B</b>	Salary Schedule Increases/Collective Bargaining 4.00% **	\$3,339,144	
<b>C</b>	Step/Column	\$1,302,515	
<b>D</b>	Health and Welfare/Benefits Increase (3.5%)	\$859,571	
<b>D</b>	H/W Estimated Savings due to Retiree Companion Care	(\$440,379)	
<b>D</b>	CalSTRS Decrease	(\$171,451)	
<b>D</b>	CalPERS Increase	\$913,683	
<b>E</b>	Full Time Faculty Obligation Hires	\$0	
<b>E/F</b>	Hourly Faculty Budgets (Match Budget to Actual Expense)	\$0	
<b>G</b>	Increased Cost of Retiree Health Benefit ADC	\$1,036,245	
<b>H</b>	Capital Outlay/Scheduled Maintenance Contribution	\$0	
<b>I</b>	Utilities Increase	\$100,000	
<b>J</b>	ITS Licensing/Contract Escalation Cost	\$125,000	
<b>K</b>	Property, Liability and All Risks Insurance	\$0	
<b>II.L</b>	Apprenticeship - SCC	\$0	
<b>L</b>	Other Additional DS/Institutional Costs	\$615,061	\$71,500
<b>M</b>	SCC ADA Settlement Costs	\$0	\$2,000,000
	<b>Total</b>	\$7,679,389	\$2,071,500
	2021/22 Budget Year Unallocated (Deficit)	(\$4,944,881)	
	2020/21 Structural Unallocated (Deficit)	(\$2,228,268)	
	Summer 2021 Est. Utilities Savings for 4/10 work schedule	\$120,000	
	Other Estimated Savings	\$0	
	Total Net Unallocated (Deficit)	(\$7,053,149)	(\$2,071,500)

In addition, as both college budgets for adjunct faculty have been underbudgeted in total by approximately \$6.5 million, the colleges need to appropriately fund adjunct faculty costs tied to the class schedules offered and prior year actual costs when adjusted for new full-time faculty hired.

\* Reference to budget assumption number

\*\* Excludes Management & CEFA

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: March 22, 2021
Re:	Approval of Agreement with Architectural Testing, Inc. - Building Enclosure Assessment Services for Buildings E, G, H, L, MO and SC at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

This is a new agreement with Architectural Testing, Inc. for building enclosure assessment services for buildings E, G, H, L, MO and SC at Santiago Canyon College. The college is in need of specialized professional building enclosure consulting services to help ascertain the exterior building conditions as a result of on-going concerns with maintenance of the building post-construction which have arisen over the years. Building enclosure refers to materials, components, systems and assemblies intended to provide shelter and environmental separation between the interior and exterior of a building.

The specialized building enclosure consultant is needed to assist the District and college conduct investigations of the building enclosures, including exterior metal panels on buildings. The consultant will provide an initial assessment of the condition of the buildings, review weatherproofing detailing, evaluate construction materials used, undertake post construction/installation observations, review conformance with approved design plans and specifications, including review and discussions with the college of any maintenance issues.

Upon the conclusion of both document review and site observations, a written report will be provided to the District and college detailing building enclosure characteristics and conditions, findings of conformance with approved design, construction observations, photo documentation, and any recommendations for maintenance, repair and/or replacement options to enhance the longevity of the exterior of the buildings. This report may also be utilized as independent documentation for any insurance claims that may be filed or needed by the District.

Please [click here](#) to see the agreement.

**ANALYSIS**

A Request for Proposals (RFP) #2021-289 for building enclosure assessment services for Buildings E, G, H, L, MO and SC at Santiago Canyon College was solicited to three prequalified firms on January 4, 2021 with a due date of January 25, 2021. The District received three proposals from Allana Buick & Bers, Inc. (Hermosa Beach); Architectural Testing, Inc. (Lake Forest); and Simpson Gumpertz & Heger (Newport Beach). A screening panel convened on

January 25, 2021 to review the proposals and interviewed Architectural Testing, Inc. on February 1, 2021. The screening panel unanimously recommends Architectural Testing, Inc. after a thorough review and culmination of their response, experience, team members, approach to the project, interview performance, qualifications, fee, references, knowledge and ability to meet the anticipated schedule.

The services covered by this agreement will commence on March 23, 2021 and ends December 31, 2021. The services are based on a not-to-exceed fee in the amount of \$24,860. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified firms.

This project is funded by Capital Outlay Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the agreement with Architectural Testing, Inc. - Building Enclosure Assessment Services for Buildings E, G, H, L, MO and SC at Santiago Canyon College as presented.

Fiscal Impact:	\$24,860	Board Date: March 22, 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: 3/22/2021**

Project: Building Enclosure Assessment Services for Buildings  
E, G, H, L, MO and SC

Site: **Santiago Canyon College**

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Consultants: **Architectural Testing, Inc.**

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Type of Service: Building Enclosure Assessment Services

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Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$24,860.00		3/23/2021	12/31/2021
<b>Total Agreement Amount</b>	<b>\$24,860.00</b>			

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**AGREEMENT NO: 0403.00/ DESCRIPTION:**

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This agreement #0403.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$24,860.00**

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**Contract End Date:** **12/31/2021**

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-B0001901	01/13/21	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	926.81
21-B0001902	01/20/21	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	BSN SPORTS	7,443.99
21-B0001903	01/28/21	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MCKESSON	7,916.33
21-B0001904	02/09/21	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	SPORTS ATTACK	278.00
21-B0001905	02/11/21	41	Facility Planning Office	Buildings - Contractor Svcs	BALFOUR BEATTY CONSTRUCTION GROUP, INC	33,993,176.00
21-P0063175	01/11/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	HENRY SCHEIN INC	957.53
21-P0063176	01/11/21	13	Chancellor's Office	Online Conference & Training	UNIVERSITY OF SAN DIEGO	3,060.00
21-P0063177	01/11/21	11	Maintenance	Contracted Repair Services	KNORR SYSTEMS INC	3,600.00
21-P0063178	01/11/21	11	Purchasing	Contracted Services	THE SCANNING COMPANY, INC	1,950.00
21-P0063179	01/11/21	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	5,847.52
21-P0063180	01/11/21	11	Chancellor's Office	Online Conference & Training	FARMERS AND MERCHANTS BANK OF LB	199.00
21-P0063181	01/11/21	43	Facility Planning Office	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	2,436.69
21-P0063182	01/11/21	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	736.44
21-P0063183	01/11/21	12	Athletics	Instructional Supplies	TOMARK SPORTS	3,711.73
21-P0063184	01/11/21	13	Maintenance	Contracted Services	SMOKE GUARD CALIFORNIA	1,340.00
21-P0063185	01/12/21	13	Educational Services Office	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	32,000.00
21-P0063186	01/12/21	13	Geography	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	1,417.61
21-P0063187	01/12/21	11	Maintenance & Operations	Contracted Services	MAJESTIC FIRE, INC	660.00
21-P0063188	01/12/21	11	Risk Management	Non-Instructional Supplies	SCHOOL HEALTH SUPPLY CO INC	2,057.77
21-P0063189	01/12/21	12	Speech Language Path Asst Prog	Software License and Fees	YFHMEDIA LLC	1,575.00
21-P0063191	01/12/21	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	456.12
21-P0063192	01/12/21	12	CJ/Academies	Instructional Supplies	NEXT LEVEL TRAINING LLC	7,498.43
21-P0063193	01/12/21	33	CDC Administration	Other Licenses & Fees	DEPT OF SOCIAL SERVICES	605.00
21-P0063194	01/12/21	12	Athletics	Instructional Supplies	TOMARK SPORTS	1,112.52
21-P0063195	01/13/21	12	Risk Management	Contracted Services	DE LA TORRE COMMERCIAL	900.00
21-P0063196	01/13/21	12	Sci, Math, Health Sci Office	Instructional Supplies	IDU OPTICS	370.36
21-P0063197	01/13/21	12	Geography	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	588.80
21-P0063199	01/13/21	11	Maintenance	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES	1,253.32
21-P0063200	01/13/21	13	Maintenance	Non-Instructional Supplies	AAA ELECTRIC MOTOR SALES	1,700.00
21-P0063201	01/13/21	12	Financial Aid Office	Software License and Fees	SAN DIEGO STATE UNIVERSITY	2,910.00
21-P0063202	01/13/21	11	Networking	Contracted Repair Services	KLM, INC.	4,500.00
21-P0063203	01/13/21	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	5,345.46
21-P0063204	01/13/21	12	Chemistry	Instructional Supplies	VWR FUNDING INC	9,814.29
21-P0063205	01/13/21	12	Continuing Education Division	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	51,397.65
21-P0063206	01/13/21	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	NEW READERS PRESS	164.35
21-P0063207	01/13/21	11	Human Resources Office	Contracted Services	LYNDE-ORDWAY CO INC	480.00
21-P0063208	01/13/21	12	Talent Search	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	21.41
21-P0063209	01/13/21	33	CDC Administration	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	6,773.20
21-P0063210	01/13/21	11	Sci, Math, Health Sci Office	Software License and Fees	BEYOND LABZ LLC	1,174.44
21-P0063211	01/13/21	12	Emergency Medical Technician	Instructional Supplies	EMERGENCY MEDICAL PRODUCTS, INC	1,981.03
21-P0063212	01/13/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	ORTHOPEDIC OUTFITTERS, INC	831.99
21-P0063213	01/13/21	41	Facility Planning Office	Bldg Impr - Other Services	ERIC MITTLESTEAD	14,760.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0063214	01/14/21	11	Chancellor's Office	Online Conference & Training	FARMERS AND MERCHANTS BANK OF LB	199.00
21-P0063215	01/14/21	12	Business Division Office	Software License and Fees	DASSAULT SYSTEMES AMERICAS CORP.	1,836.50
21-P0063216	01/14/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	HENRY SCHEIN INC	894.31
21-P0063217	01/14/21	12	Student Development	Inst Dues & Memberships	THE NATL HEP/CAMP ASSOCIATION	1,500.00
21-P0063218	01/14/21	12	Student Development	Non-Instructional Supplies	DOING GOOD WORKS	2,029.81
21-P0063219	01/14/21	12	Distance Education	Software License and Fees	BIG NERD SOFTWARE, LLC	225.00
21-P0063220	01/14/21	11	Public Affairs/Gov Rel Office	Contracted Services	LAMAR CENTRAL OUTDOOR, LLC	12,850.00
21-P0063221	01/14/21	12	Nursing	Instructional Supplies	FISHER SCIENTIFIC	2,962.43
21-P0063222	01/14/21	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	1,327.39
21-P0063223	01/14/21	12	Talent Search	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	260.35
* 21-P0063224	01/14/21	11	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	15,712.78
* 21-P0063224	01/14/21	12	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	2,557.89
PO Amt Total for * 21-P0063224:						18,270.67
21-P0063225	01/15/21	13	Admin Services Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	2,500.00
21-P0063226	01/15/21	13	Humanities & Social Sci Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	382.00
21-P0063227	01/15/21	13	Library Services	Software License and Fees	ACRL PUB	668.00
21-P0063228	01/15/21	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	1,000.00
21-P0063229	01/15/21	12	Continuing Education Division	Instructional Supplies	MEDLINE INDUSTRIES INC	973.64
21-P0063230	01/15/21	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	1,307.52
21-P0063231	01/15/21	41	Facility Planning Office	Site Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	1,343.84
21-P0063232	01/15/21	11	Mailroom	Postage	POSTMASTER	490.00
21-P0063233	01/15/21	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	5,635.94
21-P0063234	01/15/21	12	Library Services	Library Books	ROWMAN & LITTLEFIELD PUBLISHING GROUP	234.44
21-P0063235	01/15/21	12	Career Education Office	Advertising	CALIF LAND SURVEYORS ASSOC	242.50
21-P0063236	01/19/21	12	Counseling	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	41.18
21-P0063237	01/19/21	12	Family & Consumer Studies	Instructional Supplies	WEBSTAURANT STORE, INC.	674.05
21-P0063238	01/19/21	13	Chancellor's Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	298.78
21-P0063239	01/19/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	M F ATHLETIC COMPANY INC	493.19
21-P0063240	01/19/21	12	Distance Education	Software License and Fees	FARMERS AND MERCHANTS BANK OF LB	960.00
21-P0063241	01/19/21	12	Engineering	Instructional Supplies	AMAZON COM	1,368.20
21-P0063242	01/19/21	13	Emergency Medical Technician	Equip-All Other >\$1,000<\$5,000	STRYKER SALES CORP	15,066.66
21-P0063243	01/19/21	12	Student Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0063244	01/19/21	12	Chemistry	Instructional Supplies	VWR FUNDING INC	3,689.21
21-P0063245	01/19/21	12	Humanities & Social Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	201.82
21-P0063246	01/19/21	43	Facility Planning Office	Equip-All Other > \$5,000	EMD MILLIPORE CORP	965.00
21-P0063247	01/19/21	11	Purchasing	Inst Dues & Memberships	FARMERS AND MERCHANTS BANK OF LONG BEACH	761.79
21-P0063248	01/19/21	11	Maintenance & Operations	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	6,862.00
21-P0063249	01/19/21	12	Veterans Service Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	5,270.02
21-P0063250	01/20/21	13	Maintenance	Contracted Services	ACCO ENGINEERED SYSTEMS INC	2,397.00
21-P0063251	01/20/21	12	Continuing Education Division	Instructional Supplies	POCKET NURSE	210.49
21-P0063252	01/20/21	43	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	BEST BUY	5,276.73
21-P0063253	01/20/21	13	Grounds	Contracted Services	SO CAL LAND MAINTENANCE INC	3,100.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0063254	01/21/21	12	Distance Education	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	344.98
21-P0063255	01/21/21	12	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	17,098.62
21-P0063256	01/21/21	12	Orange Educ Ctr-Instruction	Other Exp Paid for Students	ELEVATED AUTISM SERVICES TEAM LLC	1,960.00
21-P0063257	01/21/21	41	Facility Planning Office	Site Improv - AE Fee	SVA ARCHITECTS, INC	277,338.00
21-P0063258	01/21/21	41	Facility Planning Office	Site Improv - Geotech/Geohaz	SOUTHWEST INSPECTION	10,790.00
21-P0063259	01/21/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	SCHOOL HEALTH SUPPLY CO INC	441.54
21-P0063260	01/21/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	LAURIE ROEBUCK	288.76
21-P0063261	01/21/21	11	Maintenance	Contracted Services	TEAM ONE MANAGEMENT	8,000.00
21-P0063262	01/21/21	13	Continuing Education Division	Contracted Services	LIBERMAN BROADCASTING INC	9,994.00
21-P0063263	01/21/21	11	Maintenance	Contracted Services	ANDTECH CORP	1,500.00
21-P0063264	01/21/21	41	Facility Planning Office	Site Improv - DSA Project Insp	KNOWLAND CONSTRUCTION SVCS	23,400.00
21-P0063265	01/21/21	41	Facility Planning Office	Site Improv - Utility Locating	UTIL LOCATE INC	12,200.00
21-P0063266	01/21/21	12	Automotive Technology/Engine	Instructional Supplies	SNAP ON EQUIPMENT	2,922.48
21-P0063267	01/21/21	43	Facility Planning Office	Equip-All Other > \$5,000	CORPORATE SPACES INC	89,915.31
* 21-P0063268	01/21/21	12	Distance Education	Contracted Services	STONE LEEANN	10,000.20
* 21-P0063268	01/21/21	13	Distance Education	Contracted Services	STONE LEEANN	49,999.80
PO Amt Total for * 21-P0063268:						60,000.00
21-P0063269	01/21/21	11	Kinesiology - Physical Educ	Maint Contract - Other Equip	MKH ELECTRONICS	450.00
21-P0063270	01/21/21	12	Distance Education	Instructional Supplies	LUMEN LEARNING LLC	17,900.00
21-P0063271	01/21/21	13	Professional Development	Inst Dues & Memberships	CCLC COMMUNITY COLLEGE LEAGUE	4,000.00
21-P0063272	01/21/21	11	Internal Audit	Inst Dues & Memberships	ASSOCIATION OF COLLEGE & UNIVERSITY AUDITORS	350.00
21-P0063273	01/22/21	13	Professional Development	Software License and Fees	PALOMAR COLLEGE/TTIP SOUTH PROJECT	1,133.30
21-P0063274	01/22/21	12	Small Business Dev Ctr Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,855.43
21-P0063275	01/22/21	12	Small Business Dev Ctr Office	Internet Services	T-MOBILE USA INC	588.00
21-P0063276	01/22/21	33	CDC Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,500.00
21-P0063277	01/22/21	12	Fine & Performing Arts Office	Instructional Supplies	TERRAKOTTA, INC.	750.00
21-P0063278	01/22/21	41	Facility Planning Office	Buildings - Environmental	CONVERSE CONSULTANTS	111,200.00
21-P0063279	01/22/21	41	Facility Planning Office	Buildings - Spcl Ins/Mat Tes	TWINING, INC.	691,810.00
21-P0063280	01/22/21	11	Internal Audit	Books, Mags & Subscrip-Non-Lib	ASSOCIATION OF CERTIFIED FRAUD EXAMINERS, INC	65.00
21-P0063281	01/22/21	12	Kinesiology - Intercoll Athlet	Software License and Fees	SYNERGY SPORTS TECHNOLOGY, LLC	725.00
21-P0063282	01/22/21	12	Nursing	Software License and Fees	LIPPINCOTT WILLIAMS & WILKINS	2,700.00
21-P0063283	01/22/21	61	Risk Management	Property & Liability Self-Ins	SCHOOLS EXCESS LIABILITY FUND	160,564.18
21-P0063284	01/22/21	12	Health & Wellness Center	Other Licenses & Fees	CALIF DHS/LABORATORY FIELD SERVICES	240.00
21-P0063285	01/22/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	COOLSYSTEMS INC/COOLSYSTEMS INC	4,671.50
21-P0063286	01/25/21	12	Student Development	Food and Food Service Supplies	SANTIAGO HILLS AUTO SPA INC	6,000.00
21-P0063287	01/25/21	12	Student Development	Food and Food Service Supplies	OC BURGER BOYS LLC	4,000.00
21-P0063288	01/25/21	12	Student Development	Contracted Services	CHAVEZ EDUARDO	1,000.00
21-P0063289	01/25/21	12	Student Development	Contracted Services	ALFARO ERICA ANA	500.00
21-P0063290	01/25/21	43	Facility Planning Office	Buildings - Other Services	VWR FUNDING INC	2,600.00
21-P0063291	01/25/21	43	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	GATEHOUSE MSI LLC	62,613.12
21-P0063292	01/25/21	11	Chancellor's Office	Conference Expenses - Travel	FARMERS AND MERCHANTS BANK OF LB	3,235.20
21-P0063293	01/26/21	12	Admin Services Office	Software License and Fees	PALOMAR COMMUNITY COLLEGE	466.65

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0063294	01/26/21	12	Health Sciences Education	Instructional Supplies	NORTH AMERICAN RESCUE HOLDINGS, LLC	774.27
21-P0063295	01/26/21	12	Health Sciences Education	Instructional Supplies	COMBAT MEDICAL SYSTEMS LLC	413.92
21-P0063296	01/26/21	12	Emergency Medical Technician	Equip-All Other >\$1,000<\$5,000	REVMEDX INC	3,248.62
21-P0063297	01/26/21	12	Health Sciences Education	Instructional Supplies	TRI-TECH FORENSICS INC	695.93
21-P0063298	01/26/21	12	Welding	Inst Dues & Memberships	NC3-NATIONAL COALITION OF CERT CTR	5,000.00
21-P0063299	01/26/21	12	Student Support Services	Software License and Fees	HEIBERG CONSULTING INC	1,100.00
21-P0063300	01/26/21	12	Special Services Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	2,648.88
21-P0063301	01/26/21	12	Distance Education	Software License and Fees	CREDLY INC	2,505.00
21-P0063302	01/26/21	12	Student Services Office	Food and Food Service Supplies	ALBERTSONS/SAFEWAY	23,750.00
21-P0063303	01/26/21	13	Continuing Education Division	Advertising	SAIGON RADIO BROADCASTING	3,000.00
21-P0063304	01/26/21	12	Upward Bound	Instructional Supplies	ARTBAR, LLC	1,634.38
21-P0063305	01/26/21	12	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	2,000.00
21-P0063306	01/26/21	12	Custodial	Non-Instructional Supplies	AMERICAN CHEMICAL & SANITARY	2,000.00
21-P0063307	01/26/21	13	Maintenance	Non-Instructional Supplies	AMAZON COM	257.31
21-P0063308	01/27/21	13	CJ/Academies	Repair & Replacement Parts	IRVINE PIPE SUPPLY	3,500.00
21-P0063309	01/27/21	13	CJ/Academies	Repair & Replacement Parts	HAJOCA CORP	3,500.00
21-P0063310	01/27/21	11	Maintenance	Non-Instructional Supplies	AAA ELECTRIC MOTOR SALES	3,000.00
21-P0063311	01/27/21	12	Fine & Performing Arts Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,600.00
21-P0063312	01/27/21	12	Philosophy	Instructional Supplies	KAPPA MAP GROUP LLC	325.56
21-P0063313	01/27/21	12	Sci, Math, Health Sci Office	Instructional Supplies	FOLDSCOPE INSTRUMENTS INC	94.48
21-P0063314	01/27/21	12	Philosophy	Instructional Supplies	MAPS.COM	72.52
21-P0063315	01/27/21	12	Geography	Instructional Supplies	AMAZON COM	313.31
21-P0063316	01/27/21	12	Biology	Instructional Supplies	AMAZON COM	381.06
21-P0063317	01/27/21	12	Engineering	Instructional Supplies	AMAZON COM	1,896.92
21-P0063318	01/27/21	12	Geography	Instructional Supplies	VWR FUNDING INC	138.79
21-P0063319	01/27/21	12	EOPS	Books Paid for Students	DON BOOKSTORE	67,000.00
21-P0063320	01/27/21	12	Sci, Math, Health Sci Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	1,229.82
21-P0063321	01/27/21	13	SAC Research	Software License and Fees	ALTERYX INC	15,980.00
21-P0063322	01/27/21	61	Risk Management	Property & Liability Self-Ins	HUNTINGTON T BLOCK	850.00
21-P0063323	01/27/21	12	Engineering	Instructional Supplies	AMAZON COM	1,326.66
21-P0063324	01/27/21	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	242.81
21-P0063325	01/27/21	62	Risk Management	Non-Instructional Supplies	MEDICAL DEVICE DEPOT INC	561.77
21-P0063326	01/28/21	12	Career Education Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	46,572.22
21-P0063327	01/28/21	61	Risk Management	Self Insurance Claims	DE LA TORRE COMMERCIAL	2,985.00
21-P0063328	01/28/21	12	Career Education Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	34,077.24
21-P0063329	01/29/21	13	Maintenance	Contracted Services	COAST ELECTRIC	3,824.47
21-P0063330	01/29/21	13	Maintenance	Contracted Services	CONTROL AIR CONDITIONING CORP	5,739.00
21-P0063331	01/29/21	12	Chemistry	Instructional Supplies	FLINN SCIENTIFIC INC	2,276.56
21-P0063332	01/29/21	12	Financial Aid Office	Supplies Paid for Students	DON BOOKSTORE	300,000.00
21-P0063333	01/29/21	33	EHS Administration	Contracted Services	GORAN KAREN BERNICE	9,000.00
21-P0063334	01/29/21	33	EHS Administration	Contracted Services	MC LEAN GAYLE M.	7,000.00
21-P0063335	01/29/21	33	CDC Administration	Contracted Services	L & L CONSULTING, LLC	14,950.00

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21-P0063336	01/29/21	13	Public Affairs/Gov Rel Office	Equip-All Other >\$1,000<\$5,000	ADORAMA INC	2,354.34
21-P0063337	02/01/21	11	Academic Affairs Office-VP	Software License and Fees	NEVADA CONTRACTORS REGISTRY, INC	16,228.00
21-P0063338	02/01/21	12	Professional Development	Contracted Services	DILWORTH ROLLO AUGUSTUS	250.00
21-P0063339	02/01/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	NATL SPORTS APPAREL LLC	1,339.16
21-P0063340	02/01/21	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	1,158.86
21-P0063341	02/01/21	33	EHS Administration	Non-Instructional Supplies	CDW GOVERNMENT INC.	81.92
21-P0063342	02/01/21	33	EHS Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	69.77
21-P0063343	02/01/21	13	Public Affairs/Gov Rel Office	Contracted Services	LIN PHAN	5,978.00
21-P0063344	02/01/21	11	Public Affairs/Gov Rel Office	Contracted Services	KATRINA WILLIAMS INC	14,900.00
21-P0063345	02/01/21	33	EHS Administration	Contracted Services	WALSVICK JENNIFER EILEEN	20,000.00
21-P0063346	02/01/21	12	Humanities & Social Sci Office	Instructional Supplies	ROWMAN & LITTLEFIELD PUBLISHING GROUP	35.81
21-P0063347	02/01/21	11	District Wide Technology	Software Support Service-Fixed	AMAZON WEB SERVICES INC	12,000.00
21-P0063348	02/01/21	12	Upward Bound	Instructional Supplies	DON BOOKSTORE	764.75
21-P0063349	02/01/21	12	Fire Technology	Instructional Supplies	STANDARD FUSEE COPORATION	880.86
21-P0063350	02/01/21	12	Career Education Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	51,115.85
21-P0063351	02/01/21	12	Career Education Office	Advertising	ORANGE COUNTY APT HOUSE ASSOCIATION INC.	250.00
21-P0063352	02/01/21	12	Career Education Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	51,115.85
21-P0063353	02/01/21	13	Educational Services Office	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	5,234.31
21-P0063354	02/01/21	12	Pathways to Teaching	Contracted Services	DR. CORLISS P BENNETT	2,421.20
21-P0063355	02/01/21	12	Library Services	Library Books - Databases	CCLC COMMUNITY COLLEGE LEAGUE	37,577.76
21-P0063356	02/01/21	11	Transportation	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	1,518.59
21-P0063357	02/01/21	12	Fine & Performing Arts Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	183.80
21-P0063358	02/02/21	12	Upward Bound	Inst Dues & Memberships	COUNCIL FOR OPPORTUNITY IN EDUCATION	4,850.00
21-P0063359	02/02/21	12	Photography	Instructional Supplies	B & H PHOTO VIDEO INC	4,240.00
21-P0063360	02/02/21	13	Kinesiology - Intercoll Athlet	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	9,570.30
21-P0063361	02/02/21	12	Art	Instructional Supplies	ROCKLER WOODWORKING & HARDWARE	3,500.00
21-P0063362	02/02/21	12	Automotive Technology/Engine	Contracted Services	WHITLOCK RICHARD DAVID	245.00
21-P0063363	02/02/21	13	Educational Services Office	Non-Instructional Supplies	AMAZON COM	1,073.80
21-P0063364	02/03/21	11	Board of Trustees	Contracted Services	DEAN THOMAS PHOTOGRAPHY	2,063.25
21-P0063365	02/03/21	12	Student Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0063366	02/03/21	12	Financial Aid Office	Books Paid for Students	DON BOOKSTORE	17,500.00
21-P0063367	02/03/21	12	EOPS	Food and Food Service Supplies	ALBERTSONS/SAFEWAY	7,600.00
* 21-P0063368	02/03/21	12	Distance Education	Contracted Services	JORDISON SHAWN	4,050.15
* 21-P0063368	02/03/21	13	Distance Education	Contracted Services	JORDISON SHAWN	5,999.85
PO Amt Total for * 21-P0063368:						10,050.00
21-P0063369	02/03/21	12	Art	Instructional Supplies	ULINE	2,725.28
21-P0063370	02/03/21	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	OFFICE FURNITURE GROUP, LLC	7,839.78
21-P0063371	02/03/21	43	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	EVERLAST CLIMBING INDUSTRIES INC	7,523.14
21-P0063372	02/03/21	11	Accounting	Reproduction/Printing Expenses	SYSTEMS PRINT & MAIL	777.86
21-P0063373	02/03/21	11	Kinesiology - Admin Office	Equip-All Other > \$5,000	WENGER CORP	7,315.38
21-P0063374	02/03/21	11	Digital Media Center	Contracted Repair Services	VERNES PLUMBING INC	420.00
21-P0063375	02/03/21	11	Public Affairs/Gov Rel Office	Contracted Services	RUBEN ALVAREZ	1,000.00

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21-P0063376	02/04/21	43	Facility Planning Office	Buildings - OCIP	ARTHUR J. GALLAGHER & CO.	16,107.01
21-P0063377	02/04/21	12	Veterans Service Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0063378	02/04/21	11	Risk Management	Other Licenses & Fees	STATE BOARD OF EQUALIZATION	247.00
21-P0063379	02/04/21	12	Student Development	Supplies Paid for Students	DON BOOKSTORE	6,800.00
21-P0063380	02/04/21	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	OFFICE FURNITURE GROUP, LLC	82,478.08
21-P0063381	02/04/21	12	LA/OC Regional Consortia	Contracted Services	INTERACT COMMUNICATIONS	3,000.00
21-P0063382	02/04/21	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
21-P0063383	02/04/21	33	EHS Administration	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	240.00
21-P0063384	02/04/21	12	Student Development	Supplies Paid for Students	DON BOOKSTORE	10,000.00
21-P0063385	02/04/21	62	Risk Management	Non-Instructional Supplies	AMAZON COM	490.48
21-P0063386	02/04/21	12	CJ/Academies	Non-Instructional Supplies	HOME DEPOT	1,566.99
21-P0063387	02/05/21	13	Maintenance	Contracted Services	DAKTRONICS	2,915.00
21-P0063388	02/05/21	12	Upward Bound	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0063389	02/05/21	12	CJ/Academies	Non-Instructional Supplies	HOME DEPOT	138.20
21-P0063390	02/05/21	12	Career Education Office	Inst Dues & Memberships	ROTARY CLUB OF ORANGE INC	135.00
21-P0063391	02/05/21	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	QUALITY OFFICE FURNISHINGS INC	2,501.48
21-P0063392	02/05/21	11	CJ/Academies	Instructional Agrmt - Salary	COUNTY OF ORANGE	36,000.00
21-P0063393	02/05/21	11	CJ/Academies	Instructional Agrmt - Salary	COUNTY OF ORANGE	7,500.00
21-P0063394	02/05/21	12	Sci, Math, Health Sci Office	Instructional Supplies	TRIARCH INC	1,961.80
21-P0063395	02/05/21	13	Family & Consumer Studies	Non-Instructional Supplies	HOME DEPOT	46.92
21-P0063396	02/08/21	12	Facility Planning Office	Bldg Impr - Engineering Costs	P2S ENGINEERING INC	5,500.00
21-P0063397	02/08/21	11	Maintenance & Operations	Contracted Repair Services	ACADEMY ELECTRIC INC	1,222.13
21-P0063398	02/08/21	13	Automotive Technology/Engine	Equip-w/Contr Svc > \$5,000	TREXLER COMPRESSOR SALES & SERVICE, INC	7,683.72
21-P0063399	02/08/21	41	Facility Planning Office	Site Improv - Contractor Svcs	SOUTHERN COUNTIES QUALITY MASONRY, INC	183,700.00
21-P0063400	02/08/21	41	Facility Planning Office	Site Improv - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	56,000.00
21-P0063402	02/08/21	13	Maintenance	Maint/Oper Service Agreements	COSCO FIRE PROTECTION INC	6,088.49
21-P0063403	02/08/21	12	CJ/Academies	Non-Instructional Supplies	HOME DEPOT	1,555.63
21-P0063404	02/08/21	12	Biology	Food and Food Service Supplies	SMART AND FINAL STORES LLC	1,500.00
21-P0063405	02/08/21	12	Chemistry	Instructional Supplies	ALBERTSONS/SAFEWAY	500.00
21-P0063406	02/08/21	13	Continuing Education Division	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	2,057.14
21-P0063407	02/08/21	12	EOPS	Books Paid for Students	DON BOOKSTORE	1,000.00
21-P0063408	02/08/21	12	Financial Aid Office	Software License and Fees	SAN DIEGO STATE UNIVERSITY	2,910.00
21-P0063409	02/08/21	12	Emergency Medical Technician	Instructional Supplies	REVMEDX INC	94.23
21-P0063410	02/08/21	33	CDC Administration	Contracted Repair Services	ITW FOOD EQUIPMENT GROUP LLC	995.00
21-P0063411	02/08/21	12	Family & Consumer Studies	Instructional Supplies	SMART & FINAL	1,500.00
21-P0063412	02/08/21	33	CDC Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	91,000.00
21-P0063413	02/09/21	11	District Wide Technology	Software License and Fees	GRAVIC INC	733.00
21-P0063414	02/09/21	12	Art Gallery	Instructional Supplies	AUSTIN ORANGE COUNTY HARDWOODS INC	3,580.00
21-P0063415	02/09/21	12	Library Services	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0063416	02/09/21	12	Fine & Performing Arts Office	Instructional Supplies	NOVAL COLORS	500.00
21-P0063417	02/09/21	12	Human Development	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	1,200.00
21-P0063418	02/09/21	12	Human Development	Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,600.00

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

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0063419	02/09/21	12	Special Services Office	Equip-All Other >\$1,000<\$5,000	WEST COAST SAFES INC	1,579.57
21-P0063420	02/09/21	12	Distance Education	Purchases - New Books	DON BOOKSTORE	2,470.42
21-P0063421	02/09/21	12	Biology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	92.67
21-P0063422	02/09/21	12	EOPS	Other Exp Paid for Students	SVM LP	8,028.50
21-P0063423	02/09/21	12	EOPS	Supplies Paid for Students	SCHOOL DATEBOOKS	610.09
21-P0063424	02/09/21	12	Biology	Instructional Supplies	B & H PHOTO VIDEO INC	1,291.95
21-P0063425	02/10/21	33	EHS Administration	Contracted Services	MUCKENTHALER & ASSOC INC	5,000.00
21-P0063426	02/10/21	11	Purchasing	Non-Instructional Supplies	WE DO GRAPHICS INC	1,551.35
21-P0063427	02/10/21	12	Chemistry	Instructional Supplies	VWR FUNDING INC	8,023.55
21-P0063428	02/10/21	13	Admin Services Office	Public Agencies' Assess & Fees	RIDELINKS INC	1,042.69
21-P0063429	02/10/21	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	486.13
21-P0063430	02/10/21	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	COMMUNITY PLAYTHINGS	9,564.02
21-P0063431	02/10/21	41	Facility Planning Office	Site Improv - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	5,250.00
21-P0063432	02/10/21	11	Academic Affairs Office-Dean	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	26.20
21-P0063433	02/10/21	12	Sci, Math, Health Sci Office	Instructional Supplies	BIO RAD LABORATORIES	782.95
21-P0063435	02/10/21	12	CJ/Academies	Instructional Supplies	M F ATHLETIC COMPANY INC	309.88
21-P0063436	02/10/21	12	Computer Science	Fees Paid for Students	CERTIPORT INC	6,084.00
21-P0063437	02/11/21	12	Legal Studies	Software License and Fees	RELX INC. YLEXIS NEXIS/REED ELSEVIER	3,780.00
21-P0063438	02/11/21	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	860.64
21-P0063439	02/11/21	12	Television (TV/Film/Video)	Instructional Supplies	ADORAMA INC	10,821.28
21-P0063440	02/11/21	33	CDC Administration	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	8,291.42
21-P0063441	02/11/21	12	Reprographics	Instructional Supplies	KELLY PAPER	2,508.38
21-P0063442	02/11/21	12	Athletics	Instructional Supplies	PRIME SPORTS SALES & DESIGN, INC	3,009.72
21-P0063443	02/11/21	12	Family & Consumer Studies	Instructional Supplies	ORANGE COUNTY INDUSTRIAL Y SEWING MACHINE CO	93.15
21-P0063444	02/11/21	12	Public Affairs/Gov Rel Office	Contracted Services	MIND ENHANCEMENT NETWORK FOR TRAINING EXCELL	3,100.00
21-P0063445	02/11/21	12	Chemistry	Instructional Supplies	PASCO SCIENTIFIC	1,847.00
21-P0063446	02/11/21	11	Kinesiology - Physical Educ	Contracted Repair Services	ALL AMERICAN SPORTS CORP	12,600.00
21-P0063447	02/11/21	12	Center for Teacher Education	Inst Dues & Memberships	NACCTEP NATL ASSOC OF COMM	400.00
21-P0063448	02/11/21	11	CJ/Academies	Non-Instructional Supplies	ANGELUS QUARRIES BLDG	4,000.00
21-P0063449	02/11/21	12	Fine & Performing Arts Office	Instructional Supplies	ART SUPPLY WAREHOUSE	500.00
21-P0063450	02/11/21	12	Art Gallery	Instructional Supplies	WING/WARD STUDIOS INC	716.55
21-P0063451	02/11/21	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	2,241.81
21-P0063452	02/11/21	12	Theatre Arts	Instructional Supplies	FRENDS BEAUTY SUPPLY INC	1,140.57
21-P0219422	01/11/21	11	District Wide Technology	Contracted Services	SECTORPOINT INC	36,000.00
21-P0219423	01/13/21	61	Risk Management	Contracted Services	WEST HEALTH ADVOCATE SOLUTIONS, INC.	21,435.28
21-P0219424	01/13/21	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	636,096.00
21-P0219425	01/14/21	12	Health & Wellness Center	Software Support Service	DLT SOLUTIONS, LLC	62.89
21-P0219426	01/20/21	12	Resource Development	Contracted Services	COAST COMMUNITY	200,000.00
21-P0219427	01/20/21	12	Resource Development	Contracted Services	ALLAN HANCOCK JOINT CCD	200,000.00
21-P0219428	01/20/21	12	Resource Development	Contracted Services	NORTH ORANGE COUNTY CCD	200,000.00
21-P0219429	01/20/21	12	Resource Development	Contracted Services	MIRA COSTA COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219430	01/20/21	12	Resource Development	Contracted Services	DESERT COMMUNITY COLLEGE DISTRICT	200,000.00

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

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0219431	01/20/21	12	Resource Development	Contracted Services	LONG BEACH CCD	200,000.00
21-P0219432	01/20/21	12	Resource Development	Contracted Services	COAST COMMUNITY	200,000.00
21-P0219433	01/20/21	12	Resource Development	Contracted Services	DESERT COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219434	01/20/21	12	Resource Development	Contracted Services	FOOTHILL-DEANZA COMMUNITY COLLEGE D	200,000.00
21-P0219435	01/20/21	12	Resource Development	Contracted Services	MOUNT SAN ANTONIO COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219436	01/20/21	12	Resource Development	Contracted Services	CONTRA COSTA COMMUNITY COLLEGE DIST	200,000.00
21-P0219438	01/20/21	12	Resource Development	Contracted Services	LOS RIOS COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219439	01/20/21	12	Resource Development	Contracted Services	GLENDALE COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219440	01/20/21	12	Resource Development	Contracted Services	CONTRA COSTA COMMUNITY COLLEGE DIST	200,000.00
21-P0219441	01/20/21	12	Resource Development	Contracted Services	MIRA COSTA COMMUNITY	200,000.00
21-P0219442	01/21/21	12	Resource Development	Contracted Services	MERCED COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219443	01/21/21	12	Resource Development	Contracted Services	COAST COMMUNITY	200,000.00
21-P0219444	01/21/21	12	Resource Development	Contracted Services	LAKE TAHOE CMTY COLLEGE	200,000.00
21-P0219445	01/21/21	12	Resource Development	Contracted Services	MOUNT SAN ANTONIO	238,000.00
21-P0219446	01/20/21	12	Resource Development	Contracted Services	SANTA CLARITA COMMUNITY	200,000.00
21-P0219447	01/20/21	12	Resource Development	Contracted Services	VICTOR VALLEY COMMUNITY	200,000.00
21-P0219448	01/20/21	12	Resource Development	Contracted Services	SONOMA COUNTY JUNIOR	200,000.00
21-P0219449	01/20/21	12	Resource Development	Contracted Services	YOSEMITE COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219450	01/20/21	12	Resource Development	Contracted Services	YUBA COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219451	01/20/21	12	Resource Development	Contracted Services	SONOMA COUNTY JUNIOR	200,000.00
21-P0219452	01/20/21	12	Resource Development	Contracted Services	SHASTA-TEHAMA-TRINITY CCD	200,000.00
21-P0219453	01/20/21	12	Resource Development	Contracted Services	SAN LUIS OBISPO CMTY CLG DISTRICT	200,000.00
21-P0219454	01/20/21	12	Resource Development	Contracted Services	RIO HONDO COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219455	01/20/21	12	Resource Development	Contracted Services	SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219456	01/20/21	12	Resource Development	Contracted Services	SANTA BARBARA COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219457	01/20/21	12	Resource Development	Contracted Services	RIO HONDO COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219458	01/20/21	12	Resource Development	Contracted Services	SANTA CLARITA COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219459	01/20/21	12	Resource Development	Contracted Services	SAN BERNARDINO COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219460	01/20/21	12	Resource Development	Contracted Services	WEST HILLS COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219461	01/20/21	12	Resource Development	Contracted Services	SANTA CLARITA COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219462	01/20/21	12	Resource Development	Contracted Services	OHLONE COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219463	01/21/21	12	Resource Development	Contracted Services	SONOMA COUNTY JUNIOR	200,000.00
21-P0219464	01/22/21	12	Resource Development	Contracted Services	LOS RIOS COMMUNITY	200,000.00
21-P0219465	01/22/21	12	Resource Development	Contracted Services	SAN DIEGO COMMUNITY COLLEGE DIST	200,000.00
21-P0219466	01/22/21	12	Resource Development	Contracted Services	SEQUOIAS COMMUNITY COLLEGE DISTRICT	200,000.00
21-P0219467	01/22/21	12	Resource Development	Contracted Services	SHASTA-TEHAMA-TRINITY CCD	200,000.00
21-P0219468	01/22/21	12	Resource Development	Contracted Services	SIERRA JOINT COMMUNITY	200,000.00
21-P0219469	01/22/21	12	Resource Development	Contracted Services	SIERRA JOINT COMMUNITY	200,000.00
21-P0219470	01/29/21	41	Continuing Education Division	Buildings - Facility Lease	2000 CHAPMAN INC.	151,909.50
21-P0219471	01/29/21	12	Resource Development	Contracted Services	MASSACHUSETTS INSTITUTE OF TECHNOLOGY	305,146.00
21-P0219472	02/02/21	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	1,999.20
21-P0219473	02/03/21	12	Resource Development	Contracted Services	SAN DIEGO UNIFIED SCHOOL DISTRICT	100,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0219474	02/03/21	11	CJ/Academies	Trash Disposal	WARE DISPOSAL CO INC	2,619.12
21-P0219475	02/04/21	33	EHS Administration	Excess/Copies Useage	XEROX CORP	1,637.00
21-P0219476	02/10/21	11	Fiscal Services Office	Contracted Services	EIDE BAILLY LLP	14,000.00
<b>Grand Total:</b>						<b>\$47,350,601.22</b>

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

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006554	1/12/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$15,114.13
TX-DON006556	1/12/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$17,170.30
TX-DON006557	1/12/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$261.00
TX-DON006558	1/13/2021	31	SAC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$1,911.07
TX-DON006560	1/13/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$56,644.27
TX-DON006561	1/13/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$15,787.15
TX-DON006562	1/13/2021	31	SAC BOOKSTORE	Textbook	ALFRED PUBLISHING CO. INC	\$62.92
TX-DON006565	1/13/2021	31	SAC BOOKSTORE	Textbook	KJOS MUSIC CO	\$263.18
TX-DON006566	1/13/2021	31	SAC BOOKSTORE	Textbook	INDICO FORMERLY NACSCORP	\$1,425.10
TX-DON006567	1/13/2021	31	SAC BOOKSTORE	Textbook	INDUSTRIAL PRESS	\$462.20
TX-DON006568	1/13/2021	31	SAC BOOKSTORE	Textbook	PENGUIN PUTNAM INC	\$548.77
TX-DON006569	1/13/2021	31	SAC BOOKSTORE	Textbook	HAYDEN-MCNEIL	\$199.00
TX-DON006571	1/13/2021	31	SAC BOOKSTORE	Textbook	ACS DIVCHED EXAM INST.	\$110.00
TX-DON006572	1/13/2021	31	SAC BOOKSTORE	Textbook	XANEDU	\$2,516.23
TX-DON006573	1/13/2021	31	SAC BOOKSTORE	Textbook	TEACHERS COLLEGE PRESS	\$103.00
TX-DON006574	1/13/2021	31	SAC BOOKSTORE	Textbook	JAMRIC PRESS INTERNATIONAL	\$45.22
TX-DON006575	1/13/2021	31	SAC BOOKSTORE	Textbook	HACKETT PUBLISHING CO., I	\$374.00
TX-DON006576	1/13/2021	31	SAC BOOKSTORE	Textbook	VINDY	\$16.11
TX-DON006577	1/13/2021	31	SAC BOOKSTORE	Textbook	ACEBO	\$315.00
TX-DON006578	1/13/2021	31	SAC BOOKSTORE	Textbook	KENDALL PUBLISHING	\$2,966.40
TX-DON006579	1/13/2021	31	SAC BOOKSTORE	Textbook	LAWDABLE PRESS	\$127.00
TX-DON006580	1/13/2021	31	SAC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$1,239.28
TX-DON006581	1/13/2021	31	SAC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$6,488.74
TX-DON006582	1/13/2021	31	SAC BOOKSTORE	Textbook	NEIL M. DAVIS ASSOCIATES	\$104.24
TX-DON006583	1/13/2021	31	SAC BOOKSTORE	Textbook	MORTON	\$285.95
TX-DON006584	1/13/2021	31	SAC BOOKSTORE	Textbook	NORTON, INC.	\$7,958.55
TX-DON006585	1/13/2021	31	SAC BOOKSTORE	Textbook	IFSTA	\$1,273.50
TX-DON006586	1/13/2021	31	SAC BOOKSTORE	Textbook	JONES & BARTLETT LEARNING	\$3,082.90
TX-DON006587	1/13/2021	31	SAC BOOKSTORE	Textbook	HOPKINS FULFILLMENT SERVICES	\$159.60
TX-DON006588	1/13/2021	31	SAC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$5,842.60
TX-DON006589	1/13/2021	31	SAC BOOKSTORE	Textbook	PENQUIN RANDOM HOUSE, INC.	\$52.00
TX-DON006590	1/13/2021	31	SAC BOOKSTORE	Textbook	PRO-ED INC	\$158.00
TX-DON006591	1/13/2021	31	SAC BOOKSTORE	Textbook	DAWN SIGN PRESS	\$2,038.80
TX-DON006592	1/13/2021	31	SAC BOOKSTORE	Textbook	BAKER & TAYLOR	\$29.00
TX-DON006593	1/13/2021	31	SAC BOOKSTORE	Textbook	WEST GROUP	\$223.72
TX-DON006595	1/13/2021	31	SAC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$5,950.00
TX-DON006596	1/13/2021	31	SAC BOOKSTORE	Textbook	PARADIGM PUBLISHING CO.	\$665.28
TX-DON006597	1/13/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$1,414.40

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006598	1/13/2021	31	SAC BOOKSTORE	Textbook	HUMAN KINETICS PUBS, INC.	\$712.00
TX-DON006599	1/13/2021	31	SAC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$198.16
TX-DON006600	1/13/2021	31	SAC BOOKSTORE	Textbook	ASHBURY PUBLISHING LLC	\$990.00
TX-DON006601	1/13/2021	31	SAC BOOKSTORE	Textbook	WEST ACADEMIC	\$804.00
TX-DON006602	1/13/2021	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	\$9,659.94
TX-DON006603	1/13/2021	31	SAC BOOKSTORE	Textbook	DAVIS, F.A., COMPANY	\$114.74
TX-DON006604	1/13/2021	31	SAC BOOKSTORE	Textbook	ELSEVIER HEALTH SCIENCE	\$4,834.92
TX-DON006605	1/13/2021	31	SAC BOOKSTORE	Textbook	BROADVIEW PRESS	\$1,125.20
TX-DON006606	1/13/2021	31	SAC BOOKSTORE	Textbook	CADCIM TECHNOLOGIES	\$361.00
TX-DON006607	1/13/2021	31	SAC BOOKSTORE	Textbook	SLACK INCORPORATED	\$187.08
TX-DON006608	1/13/2021	31	SAC BOOKSTORE	Textbook	SAGE PUBLICATIONS, INC.	\$1,416.00
TX-DON006609	1/13/2021	31	SAC BOOKSTORE	Textbook	NYSTROM	\$94.50
TX-DON006610	1/13/2021	31	SAC BOOKSTORE	Textbook	SCHROFF DEVELOPMENT CORP	\$200.00
TX-DON006611	1/13/2021	31	SAC BOOKSTORE	Textbook	VISTA HIGHER LEARNING	\$5,089.00
TX-DON006612	1/13/2021	31	SAC BOOKSTORE	Textbook	SPRINGER-VERLAG NEW YORK	\$216.60
TX-DON006613	1/13/2021	31	SAC BOOKSTORE	Textbook	PLURAL PUBLISHING	\$207.92
TX-DON006615	1/13/2021	31	SAC BOOKSTORE	Textbook	NATIONAL SAFETY COUNCIL	\$216.60
TX-DON006618	1/13/2021	31	SAC BOOKSTORE	Textbook	ASPEN PUBLISHERS INC.	\$611.30
TX-DON006620	1/13/2021	31	SAC BOOKSTORE	Textbook	NATIONAL ACADEMY OF SPORTS MEDICINE	\$1,605.00
TX-DON006621	1/13/2021	31	SAC BOOKSTORE	Textbook	LABYRINTH LEARNING	\$8,000.00
TX-DON006622	1/20/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$12,600.00
TX-DON006623	1/20/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$2,100.20
TX-DON006624	1/22/2021	31	SAC BOOKSTORE	Textbook	PENGUIN PUTNAM INC	\$319.20
TX-DON006625	1/22/2021	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	\$1,856.25
TX-DON006627	1/25/2021	31	SAC BOOKSTORE	Textbook	XANEDU	\$318.15
TX-DON006628	1/27/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$79.95
TX-DON006629	1/27/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$4,944.85
TX-DON006630	1/27/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$3,779.80
TX-DON006631	1/28/2021	31	SAC BOOKSTORE	Textbook	PLURAL PUBLISHING	\$1,291.20
TX-DON006632	1/29/2021	31	SAC BOOKSTORE	Textbook	VINDY	573.92
TX-DON006633	1/29/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	113.3
TX-DON006634	1/30/2021	31	SAC BOOKSTORE	Textbook	VINDY	143.48
TX-DON006635	2/1/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	1109.2
TX-DON006636	2/2/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	899.9
TX-DON006637	2/4/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	182
TX-DON006638	2/4/2021	31	SAC BOOKSTORE	Textbook	VINDY	208
TX-DON006639	2/4/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	101.52
TX-DON006641	2/8/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	66.66

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006642	2/8/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	64.37
TX-DON006643	2/8/2021	31	SAC BOOKSTORE	Textbook	MPS FORMERLY VHPS	1834.4
TX-DON006644	2/8/2021	31	SAC BOOKSTORE	Textbook	VINDY	315.9
TX-DON006645	2/8/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	874.7
TX-DON006646	2/8/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	3200
TX-DON006647	2/8/2021	31	SAC BOOKSTORE	Textbook	VITALSOURCE	30.98
TX-DON006648	2/9/2021	31	SAC BOOKSTORE	Textbook	KENDALL PUBLISHING	1081.68
TX-DON006649	2/9/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	2250
TX-DON006650	2/9/2021	31	SAC BOOKSTORE	Textbook	NATIONAL ACADEMY OF SPORTS MEDICINE	990
TX-DON006651	2/9/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	399
TX-DON006652	2/9/2021	31	SAC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	309.42
TX-DON006653	2/9/2021	31	SAC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	2025
TX-DON006654	2/9/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	399.95
TX-DON006655	2/9/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	75
TX-DON006656	2/9/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	566.85
TX-DON006657	2/9/2021	31	SAC BOOKSTORE	Textbook	VINDY	128.74
TX-DON006658	2/10/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	70.5
TX-DON006659	2/10/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	337.5
TX-DON006660	2/10/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	962.48
TX-DON006661	2/10/2021	31	SAC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	607.6
TX-DON006662	2/10/2021	31	SAC BOOKSTORE	Textbook	SAGE PUBLICATIONS, INC.	1220
TX-HAWK004852	1/11/2021	31	SCC BOOKSTORE	Textbook	DAWN SIGN PRESS	1784.1
TX-HAWK004853	1/11/2021	31	SCC BOOKSTORE	Textbook	VINDY	1353.71
TX-HAWK004854	1/12/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	971.1
TX-HAWK004855	2/5/2021	31	SCC BOOKSTORE	Textbook	NORTON, INC.	490
TX-HAWK004856	1/18/2021	31	SCC BOOKSTORE	Textbook	AGAINST THE CLOCK	559.9
TX-HAWK004857	1/18/2021	31	SCC BOOKSTORE	Textbook	XANEDU	1061.2
TX-HAWK004858	1/19/2021	31	SCC BOOKSTORE	Textbook	ASCENT	918
TX-HAWK004859	1/21/2021	31	SCC BOOKSTORE	Textbook	MPS FORMERLY VHPS	440
TX-HAWK004860	1/25/2021	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	1684.9
TX-HAWK004861	1/26/2021	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	839.01
TX-HAWK004862	1/26/2021	31	SCC BOOKSTORE	Textbook	VINDY	630
TX-HAWK004863	1/26/2021	31	SCC BOOKSTORE	Textbook	XANEDU	285.75
TX-HAWK004864	1/26/2021	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	2000
TX-HAWK004865	1/26/2021	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	816.35
TX-HAWK004866	1/26/2021	31	SCC BOOKSTORE	Textbook	KENDALL PUBLISHING	4802.28
TX-HAWK004868	1/26/2021	31	SCC BOOKSTORE	Textbook	UNIVERSITY ENTERPRISES	450
TX-HAWK004869	1/27/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	1509.78

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-HAWK004870	1/27/2021	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	1290.67
TX-HAWK004871	1/27/2021	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	194.4
TX-HAWK004872	1/28/2021	31	SCC BOOKSTORE	Textbook	UNIV. SOUTHERN CALIFORNIA	1080
TX-HAWK004873	1/28/2021	31	SCC BOOKSTORE	Textbook	VINDY	204
TX-HAWK004874	2/2/2021	31	SCC BOOKSTORE	Textbook	XANEDU	166.32
TX-HAWK004875	2/4/2021	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	2072.33
TX-HAWK004876	2/5/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	1739.76
TX-HAWK004877	2/5/2021	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	450
TX-HAWK004878	2/5/2021	31	SCC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	2590
TX-HAWK004879	2/5/2021	31	SCC BOOKSTORE	Textbook	DEBATE SENSEI	1150
TX-HAWK004880	2/5/2021	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	64.85
TX-HAWK004881	2/5/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	2124.75
TX-HAWK004882	2/5/2021	31	SCC BOOKSTORE	Textbook	ACR PUBLICATIONS	892.8
TX-HAWK004883	2/8/2021	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	1374
TX-HAWK004884	2/8/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	5039.28
TX-HAWK004885	2/10/2021	31	SCC BOOKSTORE	Textbook	ASCENT	918
TX-HAWK004886	2/11/2021	31	SCC BOOKSTORE	Textbook	XANEDU	255.45
TX-HAWK004887	2/11/2021	31	SCC BOOKSTORE	Textbook	AGAINST THE CLOCK	559.9
TX-HAWK004888	2/11/2021	31	SCC BOOKSTORE	Textbook	XANEDU	276.3
TX-HAWK004889	2/11/2021	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	401.89
TX-HAWK004890	2/11/2021	31	SCC BOOKSTORE	Textbook	BVT PUBLISHING	1739.77
TX-HAWK004891	2/11/2021	31	SCC BOOKSTORE	Textbook	NORTON, INC.	774.4
TX-HAWK004892	2/11/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	214.08
						<b>\$284,633.25</b>

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

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

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**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-B0001905	\$33,993,176.00	Russell Hall Replacement Project at Santa Ana College	DO -Facility Planning	Board Approved: December 14, 2020
21-P0063185	\$32,000.00	Assistance in supporting Santa Ana College and Santiago Canyon College with multi-year trend data needed to populate the enrollment management plans	DO -Educational Services	Board Approved: May 11, 2020
21-P0063205	\$51,397.65	Laptop computers with extended warranties for remote use by students	SAC -Continuing Education Division	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
21-P0063224	\$18,270.67	Printing and mailing preparation of schedules for Spring 2021	SAC -Continuing Education Division	Received Quotations: *1. Advanced Web Offset 2. Trend Offset Printing Services *Successful Bidder
21-P0063242	\$15,066.66	Stretcher, IV pole, and equipment for student use in the EMT program	SAC -Emergency Medical Technician	Received Quotations: *1. Styker Sales Corp 2. MFI Medical Equipment Inc 3. Diamedical USA *Successful Bidder
21-P0063255	\$17,098.62	Printing and mailing preparation of schedules for Spring 2021	SCC -Continuing Education Division	Received Quotations: *1. Advanced Web Offset 2. Trend Offset Printing Services *Successful Bidder
21-P0063257	\$277,338.00	Architectural design services for the Campus Entrance Improvements -Phase 2 Project at Santa Ana College	DO -Facility Planning	Board Approved: November 9, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0063264	\$23,400.00	Inspector of Record services for the East Broadmoor Trail Project at Santiago Canyon College	DO -Facility Planning	Board Approved: January 11, 2021
21-P0063267	\$89,915.31	Chairs, ottomans and benches to furnish the new Johnson Center at Santa Ana College	DO -Facility Planning	Purchased from the California Multiple Awards Schedule (CMAS) Agreement #4-12-71-0127A Board Approved: October 12, 2020
21-P0063268	\$60,000.00	Instructional design services to assist in development of model courses for departmental usage to assist with Online Distance Education growth	SAC -Distance Education	Board Approved: January 11, 2021
21-P0063270	\$17,900.00	Lumen Learning material fees for Fall 2020 at Santa Ana College	SAC -Distance Education	
21-P0063278	\$111,200.00	Environmental import materials testing services for the Russell Hall Replacement Project at Santa Ana College	DO -Facility Planning	Board Approved: January 11, 2021
21-P0063279	\$691,810.00	Materials testing and special inspections for the Russell Hall Replacement Project at Santa Ana College	DO -Facility Planning	Board Approved: January 11, 2021
21-P0063283	\$160,564.18	Assessment for excess property/liability insurance policy, AP 218 Revived Liability Funding Plan	DO -Risk Management	
21-P0063291	\$62,613.12	Custom geological display cabinets for room SC 122 in the new Science Center at Santa Ana College	DO -Facility Planning	Received Quotations: *1. McMurray Stern 2. Zone Display Case *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0063302	\$23,750.00	Grocery gift cards to be distributed to Santa Ana College students as a benefit during COVID-19	SAC -EOPS	
21-P0063319	\$67,000.00	Spring 2021 book vouchers for Santiago Canyon College EOPS students	SCC -EOPS	
21-P0063321	\$15,980.00	Annual renewal of Alteryx Designer software license	SAC Research	
21-P0063326	\$46,572.22	Desktop computers with monitors and extended warranties to be installed in classroom B-231 at Santiago Canyon College	SCC -Career Education Office	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
21-P0063328	\$34,077.24	Desktop computers with monitors and extended warranties to be installed in classroom U-101 at Santiago Canyon College	SCC -Career Education Office	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
21-P0063332	\$300,000.00	Hawk Bookstore gift cards for College Promise Scholarship students at Santiago Canyon College	SCC -Financial Aid Office	
21-P0063337	\$16,228.00	Renewal of CurriQunet META software license	SAC -Academic Affairs Office-VP	Board Approved: February 25, 2019

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0063345	\$20,000.00	Professional Services Agreement to provide supervision and field instruction to Master of Social Work student interns and provide mental health consulting services, coordination, record keeping and documentation	DO -EHS Administration	Board Approved: January 11, 2021
21-P0063350	\$51,115.85	Desktop computers with monitors and extended warranties to be installed in classroom B-104 at Santiago Canyon College	SCC -Career Education Office	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
21-P0063352	\$51,115.85	Desktop computers with monitors and extended warranties to be installed in classroom B-106 at Santiago Canyon College	SCC -Career Education Office	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
21-P0063355	\$37,577.76	Subscription fees for US Major Dailies publications	SAC -Library Services	
21-P0063366	\$17,500.00	Spring 2021 book vouchers for Santiago Canyon College EOPS students	SCC -Financial Aid Office	
21-P0063376	\$16,107.01	Insurance coverage for the Science Center Project at Santa Ana College	DO -Facility Planning	Required Insurance
21-P0063380	\$82,478.08	Task chairs to furnish classrooms in the New Johnson Student Center at Santa Ana College	DO -Facility Planning	Purchased from the Foundation for California Community Colleges (FCCC) Teknion Contract #CB-225-18 Board Approved: July 15, 2019

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0063392	\$36,000.00	Reimbursement cost of one Information Processing Technician and one Sheriff's Facilities Maintenance Specialist	SAC -CJ/Academies	Board Approved: March 23, 2020
21-P0063399	\$183,700.00	Welding CMU Wall Extension Project at Santa Ana College	DO -Facility Planning	Board Approved: February 22, 2021
21-P0063400	\$56,000.00	Parking Ticket Kiosk Project at Santa Ana College	DO -Facility Planning	Board Approved: February 22, 2021
21-P0063412	\$91,000.00	Miscellaneous classroom supplies for the Child Development Center's classrooms	DO -CDC Administration	Purchased from the California Multiple Awards Schedule (CMAS) Contract #4-18-78-0053B Board Approved: September 14, 2020
21-P0219422	\$36,000.00	Additional remote service provision for proprietary support of District websites	DO -ITS	Board Approved: December 14, 2020
21-P0219423	\$21,435.28	Advocacy and Employee Assistance Program	DO -Risk Management	Board Approved: December 14, 2020
21-P0219424	\$636,096.00	Sub-agreement with the Los Angeles Community College District on behalf of the East LA College to implement FY19-20 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219426	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Coast CCD to host the regional director for Advanced Transportation & Logistics	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219427	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Allan Hancock Joint CCD to host the regional director for Agriculture, Water & Environmental Tech	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219428	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with North Orange CCD to host the regional director for Business & Entrepreneurship	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219429	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with MiraCosta CCD to host the regional director for Business & Entrepreneurship	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219430	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Desert CCD to host the regional director for Energy, Construction & Utilities	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219431	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Long Beach CCD to host the regional director for Global Trade	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020

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**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219432	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Coast CCD to host the regional director for Health	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219433	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Desert CCD to host the regional director for Health	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219434	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Foothill-DeAnza CCD to host the regional director for Health	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219435	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Mt. San Antonio CCD to host the regional director for Health	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219436	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Contra Costa CCD to host the regional director for Information Communications Technology (ICT)/Digital Media	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219438	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Los Rios CCD to host the regional director for Information Communications Technology (ICT)/Digital Media	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219439	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Glendale CCD to host the regional director for Information Communications Technology (ICT)/Digital Media	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219440	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Contra Costa CCD to host the regional director for Information Communications Technology (ICT)/Digital Media	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219441	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with MiraCosta CCD to host the regional director for Life Science/Biotech	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219442	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Merced CCD to host the regional director for Retail/ Hospitality/ Tourism	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219443	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Coast CCD to host the regional director for Retail/ Hospitality/ Tourism	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219444	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Lake Tahoe CCD to host the regional director for Retail/ Hospitality/ Tourism	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219445	\$238,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Mt. San Antonio CCD to host the Technical Assistance Provider (TAP) for Contract Education	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219446	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Santa Clarita CCD to host the regional director for Advanced Manufacturing	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219447	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Victor Valley CCD to host the regional director for Advanced Transportation & Logistics	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219448	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Sonoma County Junior College District to host the regional director for Agriculture, Water & Environmental Tech	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219449	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Yosemite CCD to host the regional director for Agriculture, Water & Environmental Tech	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219450	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Yuba CCD to host the regional director for Agriculture, Water & Environmental Tech	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219451	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Sonoma County Junior College District to host the regional director for Business & Entrepreneurship	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219452	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Shasta-Tehama-Trinity CCD to host the regional director for Business & Entrepreneurship	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219453	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with San Luis Obispo CCD to host the regional director for Business & Entrepreneurship	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219454	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Rio Hondo CCD to host the regional director for Energy, Construction & Utilities	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219455	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with San Mateo County CCD to host the regional director for Energy, Construction & Utilities	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219456	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Santa Barbara CCD to host the regional director for Global Trade	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219457	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Rio Hondo CCD to host the regional director for Health	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219458	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Santa Clarita CCD to host the regional director for Health	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219459	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with San Bernardino CCD to host the regional director for Information Communications Technology (ICT)/Digital Media	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219460	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with West Hills CCD to host the regional director for Advanced Manufacturing	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219461	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Santa Clarita CCD to host the regional director for Information Communications Technology (ICT)/Digital Media	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219462	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Ohlone CCD to host the regional director for Life Science/Biotech	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219463	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Sonoma County Junior College District to host the regional director for Retail/ Hospitality/ Tourism	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219464	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Los Rios CCD to host the regional director for Health	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219465	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with San Diego CCD to host the regional director for Advanced Transportation & Logistics	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219466	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Sequoias CCD to host the regional director for Health	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219467	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Shasta-Tehama-Trinity CCD to host the regional director for Advanced Manufacturing	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219468	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Sierra Joint CCD to host the regional director for Advanced Manufacturing	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219469	\$200,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Sierra Joint CCD to host the regional director for Global Trade	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 10, 2021 THROUGH FEBRUARY 13, 2021  
BOARD MEETING OF MARCH 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219470	\$151,909.50	Facility lease for OEC classrooms at 1937 W. Chapman Ave., Ste 200	Continuing Education Division	Board Approved: January 11, 2021
21-P0219471	\$305,146.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Massachusetts Institute of Technology through its Lemelson-MIT Program for the development and implementation of the Chancellor's Office Invention and Inclusive Innovation Program	DO -Resource Development	Fiscal Agent Grant Board Approved: January 11, 2021
21-P0219473	\$100,000.00	Sub-agreement with San Diego Unified School District to host the K12 Pathway Coordinator serving the San Diego/Imperial Region	DO -Resource Development	Board Approved: March 23, 2020
TX-DON006554	\$15,114.13	Textbooks purchased for resale	SAC BOOKSTORE	Purchased from NEBRASKA BOOK COMPANY Auxiliary Services Director Review Jennie Adams 1/12/2021
TX-DON006556	\$17,170.30	Textbooks purchased for resale	SAC BOOKSTORE	Purchased from MBS TEXTBOOK EXCHANGE Auxiliary Services Director Review Jennie Adams 1/12/2021
TX-DON006560	\$56,644.27	Textbooks purchased for resale	SAC BOOKSTORE	Purchased from PEARSON EDUCATION Auxiliary Services Director Review Jennie Adams 1/13/2021
TX-DON006561	\$15,787.15	Textbooks purchased for resale	SAC BOOKSTORE	Purchased from CENGAGE LEARNING Auxiliary Services Director Review Jennie Adams 1/13/2021

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-B0001892	01/10/21*	79	COSCO FIRE PROTECTION INC	666.00		GC25569
21-B0001892	01/29/21	79	COSCO FIRE PROTECTION INC	127,000.00		GC25569
<b>21-B0001892 Changed in: PO Amount</b>						
21-B0001905	02/11/21	41	BALFOUR BEATTY CONSTRUCTION	33,993,176.00	DO FACILITY PLANNING CAP OUTLAY	DR21189
21-B0001905	02/11/21	41	BALFOUR BEATTY CONSTRUCTION	33,993,176.00		DR21189
<b>21-B0001905 Changed in: Printed Coments</b>						
15-BP000272	02/02/21	43	TSG ENTERPRISES INC	560,619.00	CHANGE ORDER #5, 5/31/19; REDUCE LINE ITEM 1 BY \$69,858, INCREASE LINE ITEM 2 BY \$39,952, INCREASE LINE ITEM 3 BY \$29,906	NG05867
15-BP000272	02/08/21	43	TSG ENTERPRISES INC	730,851.00	CHANGE ORDER \$6, AMENDMENT #3, 2/8/21; INCREASE PO BY \$170,232 FOR A TOTAL AGREEMENT AMOUNT OF \$730,851 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 1/12/21. BOARD APPROVED" 1/11/21	DR21189
<b>15-BP000272 Changed in: PO Amount, Printed Coments</b>						
21-P0061719	01/10/21*	11	EBERHARD EQUIPMENT	5,000.00		DP29747
21-P0061719	02/01/21	11	EBERHARD EQUIPMENT	5,227.00	Change Order #1, dated 2/1/21. To increase the amount of PO by \$227.00 as per site/department request.	JM13964
21-P0061719	02/01/21	11	EBERHARD EQUIPMENT	5,227.00	Change Order #1, dated 2/1/21. To increase the amount of PO by \$227.00 to fully cover the cost of repair. Final cost came higher that the estiate. as per site/department request.	JM13964
21-P0061719	02/01/21	11	EBERHARD EQUIPMENT	5,227.00	Change Order #1, dated 2/1/21. To increase the amount of PO by \$227.00 to fully cover the cost of repair. Final cost came higher than the estimate. as per site/department request.	JM13964
<b>21-P0061719 Changed in: PO Amount, Printed Coments</b>						
21-P0061800	01/25/21	11	FARMERS AND MERCHANTS BANK O	7,000.00		DE68698
21-P0061800	01/26/21	11	FARMERS AND MERCHANTS BANK O	6,500.00	Change order #1. Reduce the amount on line item #1, from \$7,000 to \$3,000 under GL 11_0000_675000_51200_5210 . Add second line to add GL acct #11_0000_675000_51200_521 5 and amount of \$3,500 to cover virtual conference for BOT.	JM13964
<b>21-P0061800 Changed in: PO Amount, Printed Coments</b>						
21-P0061884	02/10/21	11	GALLS QUARTERMASTER LLC	10,000.00		JP21702
21-P0061884	02/11/21	11	GALLS QUARTERMASTER LLC	10,000.00	Change Order #1, dated 2/11/21. To increase the original amount of PO by \$4,999 making it to a total of \$14,999. As per department request.	JM13964
21-P0061884	02/11/21	11	GALLS QUARTERMASTER LLC	14,999.00	Change Order #1, dated 2/11/21. To increase the original amount of PO by \$4,999 making it to a total of \$14,999. As per department request.	JM13964
<b>21-P0061884 Changed in: PO Amount, Printed Coments</b>						

4.5 (29)

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

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0061905	01/10/21*	13	POWERTRON	7,400.00	Change Order #1 9/10/20 Reduce PO by \$600.	FC78314
21-P0061905	01/21/21	13	POWERTRON	8,400.00	Change Order #2 1/21/20 Increase PO by \$1000 to cover battery placement needs for electric carts for M&O, Grounds, Custodial and Media as needed.	FC78314
<b>21-P0061905 Changed in: PO Amount, Printed Coments</b>						
21-P0062024	01/10/21*	12	DON BOOKSTORE	250,000.00		DP29747
21-P0062024	01/25/21	12	DON BOOKSTORE	171,000.00	CHANGE ORDER #1, 01/25/2021; TO DECREASE LINE ITEM #1 FROM \$150,000 TO \$71,000, FOR A PO TOTAL OF \$171,000 PER DEPARTMENT REQUEST.	EE88439
<b>21-P0062024 Changed in: PO Amount, Printed Coments</b>						
21-P0062151	02/05/21	11	AMERICAN ALARM SYSTEMS, INC	1,045.00		JM13964
21-P0062151	02/05/21	11	AMERICAN ALARM SYSTEMS, INC	1,045.00	Change Order #1, dated 2/5/21. To replace vurrent GL account on PO from 11_0000_651000_15712_5605 to 11_0000_651000_15712_5640 as per site/department request.	JM13964
21-P0062151	02/05/21	11	AMERICAN ALARM SYSTEMS, INC	1,045.00	Change Order #1, dated 2/5/21. To replace current GL account on PO from 11_0000_651000_15712_5605 to 11_0000_651000_15712_5640 as per site/department request.	JM13964
<b>21-P0062151 Changed in: Printed Coments</b>						
21-P0062765	01/12/21	12	ENTERASOURCE, LLC	16,380.95	*** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	AT10861
21-P0062765	01/12/21	12	ENTERASOURCE, LLC	10,472.71	*** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	JM13964
21-P0062765	02/01/21	12	ENTERASOURCE, LLC	16,380.95	Change order #1, dated 2/1/21. To replace GL account to line item #3. from 12_2184_070200_15140_6411 to 12_2184_070200_15140_6410 as per site/department request. *** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	JM13964
<b>21-P0062765 Changed in: PO Amount, Printed Coments</b>						
21-P0062835	02/03/21	12	POINT AND CLICK SOLUTIONS IN	1,679.00		JM13964
21-P0062835	02/03/21	12	POINT AND CLICK SOLUTIONS IN	1,679.00	Change Order #1, dated 2/3/21. To change current GL account on PO from 12_1228_644000_19530_5660 to 12_1232_644000_19530_5660 as per site/department request	JM13964
<b>21-P0062835 Changed in: Printed Coments</b>						
21-P0062898	01/10/21*	11	RINCON TRUCK CENTER, INC.	1,079.94		CE28973

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(30)

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0062898	01/21/21	11	RINCON TRUCK CENTER, INC.	1,079.94	Change order #1. to change over the original GL object code from 4520 to 5605 as per site department request.	JM13964
<b>21-P0062898 Changed in: Printed Coments</b>						
21-P0062916	01/10/21*	11	UNITED TRAILER MAINTENANCE I	1,647.75		CE28973
21-P0062916	02/03/21	11	UNITED TRAILER MAINTENANCE I	1,647.75	Change Order #1. Dated 2/3/21. To change current GL account on PO from 11_0000_213350_15715_4520 to 11_0000_213350_15715_5605 per site/department request.	JM13964
<b>21-P0062916 Changed in: Printed Coments</b>						
21-P0063077	01/27/21	12	GOLDEN STAR TECHNOLOGY, INC.	10,945.80	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	DT25624
21-P0063077	02/03/21	12	GOLDEN STAR TECHNOLOGY, INC.	10,945.80	CHANGE ORDER #1 2/2/21 AMEND ITEM 1 DESCRIPTION TO READ AS FOLLOWS: VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
<b>21-P0063077 Changed in: Printed Coments</b>						
21-P0063092	01/10/21*	12	GOLDEN STAR TECHNOLOGY, INC.	1,825.05	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0063092	02/03/21	12	GOLDEN STAR TECHNOLOGY, INC.	1,825.05	CHANGE ORDER #1 2/2/21 AMEND ITEM #1 DESCRIPTION TO READ AS FOLLOWS: VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
<b>21-P0063092 Changed in: Printed Coments</b>						
21-P0063111	01/10/21*	12	OFFICE DEPOT BUSINESS SVCS	4,014.95	Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # CB-15-003, extended through 6/30/21 due to COVID-19. Board Approved: 10/26/15.	JM13964
21-P0063111	01/21/21	12	OFFICE DEPOT BUSINESS SVCS	3,774.95	Change order #1. To reduce the original amount by \$240. From \$4,014.95 to \$3,774.95 as per site/department request. Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # CB-15-003, extended through 6/30/21 due to COVID-19. Board Approved: 10/26/15.	JM13964
<b>21-P0063111 Changed in: PO Amount, Printed Coments</b>						
21-P0063172	01/11/21	11	RSD REFRIGERATION SUPPLIES	1,257.18		JM13964
21-P0063172	01/12/21	11	RSD REFRIGERATION SUPPLIES	1,262.73		JM13964
<b>21-P0063172 Changed in: PO Amount</b>						

4.5 (31)

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

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0063207	01/14/21	11	LYNDE-ORDWAY CO INC	440.00		FC78314
21-P0063207	01/25/21	11	LYNDE-ORDWAY CO INC	480.00	Change Order #1 1/25/21 Increase PO by \$40 for additional labor charges.	FC78314
<b>21-P0063207 Changed in: PO Amount, Printed Coments</b>						
21-P0063215	01/26/21	12	DASSAULT SYSTEMES AMERICAS C	1,836.50		MS54242
21-P0063215	02/05/21	12	DASSAULT SYSTEMES AMERICAS C	1,836.50	Change Order #1, 02/05/2021; to change the software term period per department request.	EE88439
<b>21-P0063215 Changed in: Printed Coments</b>						
21-P0063217	01/14/21	12	THE NATL HEP/CAMP ASSOCIATIO	1,500.00	REQUESTOR: JAIMES/COVARRUBIAS END USE: SCC CAMP/A-212	FC78314
21-P0063217	01/14/21	12	THE NATL HEP/CAMP ASSOCIATIO	1,500.00		FC78314
<b>21-P0063217 Changed in: Printed Coments</b>						
21-P0063241	01/19/21	12	AMAZON COM	1,257.12		JM13964
21-P0063241	01/19/21	12	AMAZON COM	1,368.20		JM13964
<b>21-P0063241 Changed in: PO Amount</b>						
21-P0063248	01/21/21	11	HIGH RISE GLASS & DOORS INC	3,294.00		DR21189
21-P0063248	02/08/21	11	HIGH RISE GLASS & DOORS INC	6,862.00	CHANGE ORDER #1, 2/8/20; ADDITION OF LINE ITEM #3 FOR ADDITIONAL WINDOW REPAIRS.	DR21189
<b>21-P0063248 Changed in: PO Amount, Printed Coments</b>						
21-P0063293	01/26/21	12	PALOMAR COMMUNITY COLLEGE DI	509.82		FC78314
21-P0063293	01/26/21	12	PALOMAR COMMUNITY COLLEGE DI	466.65		FC78314
<b>21-P0063293 Changed in: PO Amount</b>						
21-P0063294	01/26/21	12	NORTH AMERICAN RESCUE HOLDIN	759.27		JM13964
21-P0063294	01/26/21	12	NORTH AMERICAN RESCUE HOLDIN	774.27		JM13964
<b>21-P0063294 Changed in: PO Amount</b>						
21-P0063327	01/28/21	11	DE LA TORRE COMMERCIAL	2,985.00		DR21189
21-P0063327	02/08/21	11	DE LA TORRE COMMERCIAL	2,985.00	CHANGE ORDER #1, 2/8/21; UPDATE ACCOUNT FOR RISK MANAGEMENT INSURANCE CLAIM.	DR21189
<b>21-P0063327 Changed in: Printed Coments</b>						
21-P0063395	02/05/21	13	HOME DEPOT	96.92	Larisa Sergeyeva/Kyla Benson SAC Fashion Design & Merchandising Lab T-201	JM13964

4.5 (32)

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

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0063395	02/05/21	13	HOME DEPOT	46.92		JM13964
<b>21-P0063395 Changed in: PO Amount, Printed Coments</b>						
21-P0063403	02/08/21	12	HOME DEPOT	1,509.94		JM13964
21-P0063403	02/08/21	12	HOME DEPOT	1,555.63		JM13964
<b>21-P0063403 Changed in: PO Amount</b>						
21-P0063435	02/10/21	12	M F ATHLETIC COMPANY INC	309.88	Quote # Q94148 Sales Rep: Vincent Ceraso (800) 556-7464 ext 141 vinc@performbetter.com Ship to: Hayley Stevens Orange County Sheriffs Reg Training Academy 15991 Armstrong Ave Tustin CA 92782	JM13964
21-P0063435	02/11/21	12	M F ATHLETIC COMPANY INC	309.88		JM13964
<b>21-P0063435 Changed in: Printed Coments</b>						
21-P0063445	02/11/21	12	PASCO SCIENTIFIC	1,856.16		FC78314
21-P0063445	02/11/21	12	PASCO SCIENTIFIC	1,847.00		FC78314
<b>21-P0063445 Changed in: PO Amount</b>						
20-P0209446	01/10/21*	12	PERALTA COMMUNITY COLLEGE DI	200,000.00		ET18911
20-P0209446	01/19/21	12	PERALTA COMMUNITY COLLEGE DI	200,000.00	CHANGE ORDER #1, 1/19/21; EXTEND THE PERIOD OF PERFORMANCE TO BE THROUGH OCTOBER 31, 2021 PER THE FIREST AMENDMENT TO THE AGREEMENT DATED 10/12/20. BOARD APPROVED: 10/12/20	DR21189
<b>20-P0209446 Changed in: Printed Coments</b>						
20-P0209563	01/10/21*	12	SO ORANGE COUNTY COMMUNITY C	201,511.00		DE68698
20-P0209563	01/27/21	12	SO ORANGE COUNTY COMMUNITY C	250,071.00	CHANGE ORDER #1, 01/27/2021; TO INCREASE PO BY \$48,560 FOR TOTAL AGREEMENT AMOUNT OF \$250,071 PER THE REVISED PARTICIPATION AGREEMENT DATED 01/20/2021.	EE88439
<b>20-P0209563 Changed in: PO Amount, Printed Coments</b>						
21-P0219060	01/10/21*	11	WARE DISPOSAL CO INC	4,565.64		DE68698
21-P0219060	01/22/21	11	WARE DISPOSAL CO INC	4,626.12	CHANGE ORDER #1, 1/22/21; INCREASE MONTHLY RATE BY \$10.08 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 12/21/20. BOARD APPROVED: 1/11/21	DR21189
<b>21-P0219060 Changed in: PO Amount, Printed Coments</b>						
21-P0219274	01/10/21*	11	XEROX CORP	817.87	MONTH-TO-MONTH LEASE OF XEROX EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF WSCA, MSA #1715 AND CALIFORNIA PARTICIPATING ADDENDUM MPA #7-09-36-06, BOARD APPROVED: JUNE 21, 2010.	DE68698

4.5 (33)

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0219274	02/10/21	11	XEROX CORP	1,283.87	CHANGE ORDER #1 2/10/21 INCREASE COPY USE BY \$466. MONTH-TO-MONTH LEASE OF XEROX EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF WSCA, MSA #1715 AND CALIFORNIA PARTICIPATING ADDENDUM MPA #7-09-36-06, BOARD APPROVED: JUNE 21, 2010.	FC78314

21-P0219274 Changed in: PO Amount, Printed Coments

4.5 (34)

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: March 22, 2021
Re: Approval of Resource Development Item	
Action: Request for Approval	

**ANALYSIS**

An item for the following categorically funded program was developed.

<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
1. Gates Foundation – Adjunct Success Project (SAC) Sub-award from the Gates Foundation to Santa Ana College’s (SAC) Distance Education Program to support adjunct faculty to implement high-quality courseware with evidence-based teaching practices for low-income populations and disadvantaged students. The grant will support faculty reassigned time for curriculum development and program coordination. (20/21). <i>No match required.</i>	01/25/2021	\$35,000

**RECOMMENDATION**

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

Fiscal Impact: \$35,000	Board Date: March 22, 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 #3203**  
**NAME: Gates Foundation - Adjunct Success Project (Santa Ana College)**  
**FISCAL YEAR 2020/2021**

**CONTRACT PERIOD: 01/25/2021 - 12/31/2021**  
**CONTRACT AWARD: \$35,000**  
**PRIME SPONSOR: Lumen, Inc.**  
**FISCAL AGENT: Rancho Santiago CCD**  
**PRIME AWARD #: N/A**  
**SUBAWARD #: N/A**

**PROJ ADM: Dr. Jeffrey Lamb**  
**PROJ DIR: Cherylee Kushida**  
**Date: 03/04/2021**

GL Account String	Description	New Budget	
		Debit	Credit
<b>SANTA ANA COLLEGE</b>			
12-3203-000000-10000-8891	Other Local Rev - Special Proj : Santa Ana College		35,000
12-3203-679000-10000-5865	Indirect Costs : Santa Ana College (4%)	1,346	
<b>Department Name: Distance Education</b>			
12-3203-602000-15054-1483	Beyond Contr - Reassigned Time : Distance Education	5,000	
12-3203-602000-15054-1484	Int/Sum Beynd Contr-Reassigned : Distance Education	3,100	
12-3203-602000-15054-1480	Part-Time Reassigned Time : Distance Education	8,880	
12-3203-602000-15054-1485	Int/Sum - Reassigned Time, PT : Distance Education	6,300	
12-3203-602000-15054-3115	STRS - Non-Instructional : Distance Education	3,760	
12-3203-602000-15054-3325	Medicare - Non-Instructional : Distance Education	338	
12-3203-602000-15054-3435	H & W - Retiree Fund Non-Inst : Distance Education	256	
12-3203-602000-15054-3515	SUI - Non-Instructional : Distance Education	14	
12-3203-602000-15054-3615	WCI - Non-Instructional : Distance Education	349	
12-3203-619000-15054-1483	Beyond Contr - Reassigned Time : Distance Education	4,000	
12-3203-619000-15054-3115	STRS - Non-Instructional : Distance Education	646	
12-3203-619000-15054-3325	Medicare - Non-Instructional : Distance Education	58	
12-3203-619000-15054-3435	H & W - Retiree Fund Non-Inst : Distance Education	44	
12-3203-619000-15054-3515	SUI - Non-Instructional : Distance Education	2	
12-3203-619000-15054-3615	WCI - Non-Instructional : Distance Education	60	
12-3203-675000-15054-4710	Food and Food Service Supplies : Distance Education	348	
12-3203-675000-15054-5210	Conference Expenses - Travel : Distance Education	500	
<b>Total #3203 - Adjunct Success Project (SAC)</b>		<b>35,000</b>	<b>35,000</b>

## **ABSTRACT**

**Project Purpose:** Santa Ana College was awarded a sub-grant from the Lumen, Inc. on behalf of the Gates Foundation, to implement the Adjunct Success Project in the spring and fall semesters in calendar year 2021. The purpose of the project is to support adjunct faculty to implement high-quality courseware with evidence-based teaching practices, especially in high-enrollment gateway courses necessary for credential completion for minoritized and low-income populations. The Lumen project will use proceeds from the growth and refinement of the Lumen Circles product to develop new faculty supports that align directly with the Gates Foundation's goals to improve educational access and completion for disadvantaged students. The program is specifically designed for supplemental support for adjunct faculty, through participation in professional development, and to provide important data to all of the partners to better understand the effectiveness of the project.

The sub-grant award will support faculty reassigned time for curriculum development and program coordination/facilitation. The project requires identification and support for 90 faculty members to participate in the project in one of three roles: a faculty control group, to use Lumen courseware in teaching courses, and to participate in learning communities. Major milestones for this project include the institutional participation plan; completion of one academic term of faculty participation; development of plan for subsequent terms of participation; and receipt of institutional data requested for efficacy testing and research.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date:	March 22, 2021
Re:	Approval of Professional Services Agreement with CDW Government LLC		
Action:	Request for Approval		

**BACKGROUND**

The Information Technology Services (ITS) department is responsible for the support of a large number of technology systems and devices to support institutional goals and objectives. One of the district's largest systems is the districtwide wireless infrastructure. The wireless infrastructure is comprised of hardware and software components that provide wireless/Wi-Fi network and internet connectivity for students, faculty and staff through laptops, tablets and mobile phones at all district sites.

The operating system of the current wireless controller devices that support and manage the wireless infrastructure requires a system upgrade due to age and end-of-life. The latest version of the operating system is engineered for mission-critical environments and will help optimize system utilization, reliability, security and user experience. Given the criticality of the wireless components at the district and its colleges, the assistance of a dedicated technical expert is critical for a successful system implementation.

**ANALYSIS**

The District negotiated a mutually agreeable contract with CDW Government LLC for professional services to assist in the operating system upgrade and architect the design of the wireless infrastructure. The scope of work includes analysis, configuration, documentation and all the necessary preparations for an effective and seamless system implementation.

The performance period is from March 23, 2021 through June 30, 2021. The service engagement with CDW Government LLC will not exceed \$20,000. The District reserves the right to terminate the agreement by providing thirty days written notice should the work be completed ahead of schedule.

This project will be funded by the ITS operational budget.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the professional services agreement with CDW Government LLC as presented.

Fiscal Impact:	Not to exceed \$20,000	Board Date:	March 22, 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**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706, and CDW Government LLC, having its principal business address located at 230 N Milwaukee Ave, Vernon Hills, IL 60061 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

WHEREAS, District is in need of such special services; 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 March 23, 2021 whichever is later and shall continue in full force and effect thereafter until and including 6/30/21 (“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.
- e. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination.
- f. Upon termination all finished or unfinished deliverables specified in the SOW shall become the property of the district and shall be promptly delivered to the District, subject to the Section 8 of the Agreement. If District terminates for cause, written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- a. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Twenty Thousand Dollars (\$20,000.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- b. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled 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 reasonably 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 the applicable FTB withholding requirements. Contractor shall provide all reasonably necessary documentation and information to help District comply with all applicable 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 as evidenced in the applicable Statement of Work. 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 the District's name and/or logo without written consent from District.

8. Ownership of Property. To the extent explicitly agreed to by both parties in an applicable Statement of Work, 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, to the extent specified in the applicable Statement of Work, 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 third party 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, for damage to tangible personal property or persons, including wrongful death, (collectively “Loss”) to the extent proximately caused by: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the material terms and conditions of this Contract, or 2) any 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 defense obligations 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.
- c. UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL CONTRACTOR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE GREATER OF: (A) TWICE THE DOLLAR AMOUNT PAID BY DISTRICT FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM TO CONTRACTOR PURSUANT TO THIS CONTRACT; OR (B) \$50,000.00.

10. Insurance Requirements. Contractor 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, such consent not to be unreasonably withheld.

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, either Party (the "Receiving Party) may receive or obtain access to information that is privileged, confidential, not publicly available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure

by the policies and procedures (“Confidential Information) of the other Party (the “Disclosing Party”). The Receiving Party understands and agrees that:

- a. All Confidential Information shall be preserved and protected as privileged or confidential.
- b. All Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations.
- c. The Receiving party shall protect Confidential Information from disclosure to others using the same degree of care used to protect its own confidential or proprietary information of like importance under its own policies and procedures, but in any case, using no less than a reasonable degree of care.
- d. All Confidential Information shall not be shared with any third party without the expressed written authorization of the Disclosing Party, unless required by governing law.

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

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

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

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

District: Rancho Santiago Community College District  
Attn: Adam O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services  
2323 N. Broadway  
Santa Ana, Ca 92706

With a copy to: Information Technology Services  
esse Gonzalez  
Assistant Vice Chancellor  
2323 N. Broadway  
Santa Ana, CA 92706

Contractor: CDW Government LLC  
ATTN: Director of Program Sales  
230 N Milwaukee Ave  
Vernon Hills, IL 60061

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. Contractor will make commercially reasonable efforts to meet District's delivery requirements and if unable to do so may agree with District in writing on alternative arrangements. In the absence of such agreement, District's sole remedy is to cancel the Purchase Order for non-restricted, non-customized items only.

26. Accessibility of Information Technology. In order to provide agencies with all information available regarding compliance with Section 508 accessibility standards so that they can make informed decisions, Contractor makes available on its website [www.cdwg.com/508](http://www.cdwg.com/508) accessibility features on products and services it offers for sale. Contractor's website includes information and links to manufacturers for each product or service with Section 508 information. This information is compiled using information received from the manufacturer, and Contractor will make all reasonable efforts to ensure that the information is timely and appropriately updated.

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 thirty (30) 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. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

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

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

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

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

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12)

months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

Print Name: Adam O'Connor

Print Title: Interim Vice Chancellor, Business Operations/Fiscal

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

CONTRACTOR

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

Print Name:

Print Title: \_\_\_\_\_

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

## Exhibit A

### Scope of Work and Detailed Schedule of Payment.

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



## STATEMENT OF WORK

<b>Project Name:</b>	Rancho Santiago College-2021.02- Aruba Staff Aug	<b>Seller Representative:</b> Tyler Quaranta +1 (818) 254-1721 tylequa@cdw.com
<b>Customer Name:</b>	RANCHO SANTIAGO COLLEGE	
<b>CDW Affiliate:</b>	CDW Government LLC	<b>Solution Architect:</b> David Flinn
<b>Date:</b>	February 09, 2021	
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and RANCHO SANTIAGO COLLEGE (“**Customer,**” and “**Client,**”).

### PROJECT SCOPE

Seller will provide Customer with an engineer for a staff augmentation engagement for eighty (80) hours with an end date of 6/30/21. During this support period, Seller’s engineer will work as requested and instructed to handle any questions, configurations, documentation, implementation, support and day-to-day issues with Customer’s environment relative to their Aruba WLAN infrastructure. This staff augmentation is not to exceed eighty (80) hours without a change order or a new SOW.

### CUSTOMER FOCUS POINTS

1. Upgrade five (5) ClearPass servers to latest recommend code version
2. Build an AOS8 cluster at SAC
3. Build an AOS8 cluster at SCC
4. Move one (1) AOS6 controller to SAC to support legacy APs
5. Move one (1) AOS6 controller to SCC to support legacy APs
6. Migrate AOS6 config to AOS 8

Seller will meet with Customer to review the current environment at the Customer’s Rancho Santiago College location.

7. Aruba ClearPass architecture, implementation and configuration

8. Aruba Airwave health check
9. General Network Infrastructure architecture, implementation and configuration
10. General WLAN troubleshooting, architecture, implementation and configuration

Seller's analysis may include the following process:

1. Evaluate WLC(s) and access point(s) switchport configurations
2. Evaluate configurations against Seller's Best Practices
3. Monitor key portions of the network (e.g., DHCP scopes, network aggregation points)
4. Confirm wireless network diagram and documentation
5. Review findings
6. Discuss next steps

This SOW and the associated costs are based on a commitment of (2) two weeks at forty (40) hours per week. Seller will provide Aruba Principal Architect for this engagement.

## **CUSTOMER RESPONSIBILITIES**

Customer is responsible for the following:

### PREPARATORY TASKS

1. Customer will have current and active Aruba Care contracts in place on all equipment and software applications that are being upgraded as part of this project
2. Customer will notify users of WLAN outages
3. Provide Seller engineer with username/login for appropriate Aruba components
4. Any applicable State or Local Building codes and permits

### ONSITE ENGAGEMENT

1. Schedule and coordinate all network outages and downtimes associated with this project
2. Participation in the development and execution of a comprehensive, functional (acceptance) test plan, basis for Customer's acceptance of the system
3. All appropriate, internal change control procedures

### ENVIRONMENT READINESS

1. Ensure current network has no adverse conditions during this project
2. Ensure Microsoft environment has no adverse conditions during this project
3. Ensure VM environment has no adverse conditions during this project

### TECHNICAL SUPPORT

1. Providing, implementing, configuring and troubleshooting wireless client devices
2. Must be present and assist with configuring and testing devices
3. Participation in the development and execution of a comprehensive, functional (acceptance) test plan, basis for Customer's acceptance of the system

## **PROJECT ASSUMPTIONS**

1. All new hardware and software has been purchased and is onsite.
2. Network outages may occur
3. Seller is not responsible or accountable for Customer requests which:

- a. Fall outside of and/or contradict the regulatory domain rules or governing laws applicable to Customer's installation
- b. Conflict with manufacturers' intended use of WLAN components

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
  - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
  - Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).

- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

## DETAILED SCHEDULE OF PAYMENT

### TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

### SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$20,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

<b>Milestone</b>	<b>Percentage</b>	<b>Fee</b>
Completion of Work	100%	\$20,000.00
<b>Totals</b>	<b>100%</b>	<b>\$20,000.00</b>

### EXPENSES

Neither travel time nor direct expenses will be billed for this project.

### TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## EXHIBIT B

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

<b>Location(s)</b>	<b>Address</b>
Rancho Santiago CC District office	2323 N. Broadway, Santa Ana, CA 92706

**RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT**

Educational Services

To: Board of Trustees	Date: March 22, 2021
Re: Approval of Professional Services Agreement with Economic Modeling, LLC (Emsi)	
Action: Request for Approval	

**BACKGROUND**

Through the Strong or force Program Trailer Bill, the state allocated funds to community colleges to support collaborative regional work to improve the quality of career technical education programs, to increase the number of students who complete these programs Los Angeles & Orange County Region's Strong Workforce Program – Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region.

**ANALYSIS**

The Governance Council approved the use of Strong Workforce Program 2020-2021 regional funds for the Economic Modeling, LLC (Emsi) contract for the Alumni Outcomes Web Portal to collect and report on job placements for LAOCRC students whose career pathway programs are supported by Strong Workforce Program funding, so that reporting can be completed on metrics related to job placements. The Alumni Outcomes Web Portal will be in place for two years.

The performance period is March 23 through December 31, 2021, using Strong or force Program regional funding.

**RECOMMENDATION**

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

Fiscal Impact: 266,000.00	Board Date: March 22, 2021
Prepared by: Adriene "Alex" Davis, Ed.D., Assistant Vice Chancellor of Economic & or force Development	
Submitted by: Enrique Perez, .D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	



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

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, Los Angeles and Orange County Regional Consortium and Economic Modeling, LLC of Moscow, Idaho (“Emsi”), having its principal business address located at 232 N Almon Street, Moscow, ID 83843 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 March 23, 2021, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
  
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Two Hundred Sixty-six Thousand Dollars (\$266,000.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected

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

9. Indemnification/Hold Harmless.

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

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

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

### Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)  
Dr. Adriene "Alex" Davis  
Assistant Vice Chancellor, Economic and Workforce Development (RSCCD)  
2323 N. Broadway  
Santa Ana, CA 92706

Contractor: Economic Modeling, LLC of Moscow, Idaho (“Emsi”)

232 N Almon Street  
Moscow, ID 83843

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

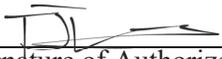
BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: Adam M. O'Connor

Print Title: Interim Vice Chancellor, Bus Ops/Fiscal Svcs

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

CONTRACTOR

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

Print Name: Timothy van den Broek

Print Title: CFO, COO

Date: 3/03/2021

## Exhibit A

### Scope of Work and Detailed Schedule of Payment.

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

Insert detailed Scope of Work & Payment Schedule: Please see attachments

## Alumni Outcomes Scope of Work and Payment Schedule

This Scope of Work and Payment Schedule is included as part of Exhibit A to the Professional Services Agreement between Rancho Santiago Community College District Office of Santa Ana, CA (“Licensee”) and Economic Modeling, LLC of Moscow, Idaho (“Emsi”) for an Alumni Outcomes study undertaken for the benefit of Licensee and the following individual member colleges of LAOCRC (each, a “Member”):

- Cerritos College
- Citrus College
- Compton College
- El Camino College
- Glendale Community College
- Long Beach City College
- East Los Angeles College
- Los Angeles City College
- Los Angeles Harbor College
- Los Angeles Mission College
- Los Angeles Pierce College
- Los Angeles Southwest College
- Los Angeles Trade-Technical College
- Los Angeles Valley College
- West Los Angeles College
- Mt. San Antonio College
- Pasadena City College
- Rio Hondo College
- Santa Monica College

### **I. Fee**

The fee for the agreement is \$266,000, invoiced as follows:

- \$133,000 invoiced 50% upon PO issuance and 50% on completion of the First Match.
- \$133,000 invoiced 50% on the later of (a) nine (9) months after contract signature, and (b) issuance of applicable PO, and 50% on completion of the Second Match.

*Licensee agrees to pay the fee recited above whether or not Emsi is able to timely commence or ultimately complete the scope of services with respect to all Members – provided that Emsi is required to make reasonable efforts to accommodate the reasonable requirements each Member imposes on Emsi prior to Emsi commencing and completing the project (e.g., agreement to reasonable Member-specific data-handling procedures).*

Invoices are due 30 days from receipt. Sales tax will be added for non-tax-exempt institutions where applicable.

### **II. Scope of Services**

- A. General.** Under this agreement, Emsi agrees to perform the Scope of Work recited in Section IV.A. for each Member, to provide to each Member the Deliverables described in Section IV.B. for each Member’s respective results, and to abide by the terms of Section IV.C. in completing the Scope of Work for each Member.
- B. Frequency and Timeline.** Emsi will perform the work described in II.A. up to two times for each Member (the first time herein referred to as the “First Match” and the second time herein referred to as the “Second Match”). The deadline for commencement of each Scope of Work for the First Match is March 23, 2021. The deadline for commencement of each Scope of Work for the Second Match is September 30, 2021.
- C. Default of Members.** Emsi agrees to make reasonable efforts to commence each Scope of Work by the deadlines recited in II.B., but is not responsible for failures to meet the deadlines when such failures are attributable to one or more Members. Further, if any Member fails to make its personnel and data reasonably available as necessary to complete the Scope of Work, Emsi shall not be obligated to complete the Scope of Work for that Member.
- D. Aggregate Deliverable.** Upon completion of all Scopes of Work for each of the First Match and the Second Match, Emsi will provide Licensee with access to a version of the Alumni Outcomes web portal that includes the aggregate results of all completed Scopes of Work. Emsi will not provide to Licensee any individual student data.

### III. Licensee Project-Management Responsibility

Licensee is responsible for making reasonable efforts to coordinate project kickoffs, obtain Member buy-in, and assist in resolving project commencement and completion issues that may arise with respect to Members.

### IV. Alumni Outcomes Data

#### A. Scope of Work

The timeframe for this project will be approximately 10 weeks from the project kickoff call.

Individual alumni profile records will be matched to Member student records. The Alumni Employment Outcome Data will be delivered according to the following schedule. However, all phases require timely feedback from the Member to remain within the stated timeline.

**Data collection and review phase:** In order to commence the Scope of Work, Member will attend a project kickoff call with Emsi's project manager. Within five weeks of the kickoff call, Member will provide Emsi with past student records to match against with the following variables: First name, Middle name, Last name, Birth year, Gender, Email(s), Phone(s), Mailing address(es), Zip code (s), Program name (if any), Degree (Associate, certificate, etc.), academic unit (college or school), sub-academic unit (department), Graduation year, Last year enrolled in program, Campus name (if Member includes multiple institutions), and Classification of Instructional Program (CIP) Code.

**Data delivery phase :** Within fifteen business days of Emsi's satisfactory receipt of past student records, Emsi will deliver the matched records file and an analysis file to Member.

**Web delivery phase:** Within five business days of Emsi delivering the data and analysis files, Emsi will deliver the non-personally identifiable portion of the matched records to Member via the Alumni Outcomes web portal, where it will remain for one (1) year from the delivery date. Emsi will destroy the student information shared by Member within 60 days of Member's confirmation of satisfactory delivery of the matched record file.

#### B. Deliverables

1. Personal Data File: Emsi will deliver the Member's matched employment records via a Microsoft Excel file. For each matched record, Emsi will provide any available data including, but not limited to: Current and previous employers, Current and previous job titles, Current O\*NET job title, Educational history, Skills, Email address(es), Mailing address, and Phone number(s). Emsi will also provide analysis of whether each former student matched resides in Member's region of interest (counties to be provided by Member) and is employed in field of study (based on CIP-O\*NET mapping). Any wage estimates will be based on labor market information for the county of residence of the former student.
2. Non-Personal Data File: Emsi will deliver the non-personally identifiable analysis data via Microsoft Excel file (which will have a filter for the Gainful Employment programs) and via the Alumni Outcomes web portal, where it will remain for one (1) year from the delivery date.

#### C. Data Use Agreement

All student records provided to Emsi are subject to the Family Educational Rights and Privacy Act ("FERPA") and may be used only for the purposes authorized in this agreement and may not be re-disclosed to other persons or parties, without specific written authorization from the Member.

#### FERPA Compliance

For purposes of carrying out this Work Agreement, Emsi will perform an institutional service or function for which the Member would otherwise use employees, and is hereby designated by Member as a school official having a legitimate educational interest in accessing, using, and tracking student education records, as permitted by the Family Educational Rights and Privacy Act, (FERPA) (34 CFR Part 99.3)

Emsi understands and agrees to comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) in that the storage and use of student education records by Emsi will comply with all FERPA requirements.

Emsi understands and agrees that that it remains under direct control of Member with respect to the use and maintenance of the education records. Emsi understands that the use of educational records is limited in scope and purpose. To access education records there must be a legitimate educational interest and must be essential to complete a function or task under this agreement.

Emsi understands and agrees that it is prohibited from re-disclosing any personally identifiable information from the education records at any time or for any purpose whatsoever.

Any failure to comply with applicable FERPA requirements by Emsi or any of its employees will be immediately reported to Member by Emsi.

**D. Alumni Outcomes Web Portal**

**Users**

Emsi will provide Member with access to the Alumni Outcomes web portal for up to 25 authorized user(s). Authorized users(s) must be employed by Member. Emsi will issue each authorized user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared.

**V. Licensee Contact Information** (to be completed by Licensee before contract signature)

	Invoice Contact	Admin User
Name:	Adriene Davis	
Title:	Assistant Vice Chancellor, EWD/ES	
Email:	<a href="mailto:Davis_Adriene@rscdd.edu">Davis_Adriene@rscdd.edu</a>	

**For Emsi:**


03/03/2021  


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 Authorized Signature Date  
 Timothy van den Broek  


---

 Printed Name

Economic Modeling, LLC  
 232 N Almon Street  
 Moscow, ID 83843

**For Licensee:**

---

 Authorized Signature Date  


---

 Printed Name

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: March 22, 2021
Re: Approval of Professional Services Agreement with The McNellis Corporation	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program - Regional Funds. Since the beginning of Strong Workforce in the 2016-17 year, the nineteen (19) Los Angeles County colleges in the Los Angeles / Orange County Regional Consortium (LAOCRC) have participated in regional projects with combined funding of more than \$85 million, with additional funding anticipated for the 2021-22 funding cycle.

Strategic planning of 2021-22 Strong Workforce Program (SWP) projects will allow colleges to utilize SWP funding to the maximum benefit of students. Colleges will have the opportunity to discuss and refine projects for potential investment of 2021-22 SWP regional funds. Included in the discussion will be the possibility of braiding funds (such as Perkins and local SWP) to support regional priorities. The primary audience will be Los Angeles Career Education deans, directors, project leads, and others involved with Strong Workforce and other Career Education funding.

**ANALYSIS**

The McNellis Corporation will provide professional services in identifying the LA Region's 2021-2022 application priorities and assist in planning. The McNellis Corporation will design and lead two Compression Planning sessions to deliver 2021-22 planning during the performance period. The sessions will achieve the following goals:

1. Narrow down the list of regional priorities to 4-5 that will guide the region's decision-making and investment of resources by the end of April 2021
2. Be prepared for new project applications beginning April 2021 with the next round of Strong Workforce Program funding.

The performance period is March 23 through April 30, 2021, using Strong Workforce Program regional funding.

**RECOMMENDATION**

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

Fiscal Impact:	\$41,500.00 (grant-funded)	Board Date: March 22, 2021
Prepared by:	Adriene "Alex" Davis, Ed.D., Assistant Vice Chancellor, Economic and Workforce Development	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	



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

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, Los Angeles / Orange County Regional Consortium and The McNellis Corporation, having its principal business address located at 789 Cleland Mill Road, New Castle, PA 16102 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 March 23, 2021, whichever is later, and shall continue in full force and effect thereafter until and including April 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
  
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Forty One Thousand Five Hundred Dollars (\$41,500.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

### Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)  
Los Angeles / Orange County Regional Consortium  
Dr. Adriene Davis / Assistant Vice Chancellor, EWD  
2323 N. Broadway Street #328  
Santa Ana, CA 92706  
714.564.5771

Contractor: The McNellis Corporation  
789 Cleland Mill Road

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

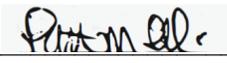
Print Name: Adam O'Connor

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

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

B : \_\_\_\_\_  
Signature of Authorized Person

CONTRACTOR

B :  \_\_\_\_\_  
Signature of Authorized Person

Print Name: \_\_Patric McNellis\_\_\_\_\_

Print Title: \_\_President\_\_\_\_\_

Date: \_\_Mar. 3, 2021\_\_\_\_\_

## 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.

Insert detailed Scope of Work & Payment Schedule

Compression Planning® Agreement  
Scope of Work

## Situation

You are looking for professional help in Identifying the LA Region's 2021-2022 Application Priorities.

The McNellis team will design a Compression Planning® Session to achieve the following goals for you and your region:

1. To narrow down the list of regional priorities to 4-5 that will guide the region's decision making and investment of resources by the end of April 2021 (i.e. funding projects)
2. To be prepared for new project applications beginning April 2021 with the next round of Strong Workforce Program funding

## Methodology

McNellis will design and lead two Compression Planning® sessions to deliver the above. Sessions will serve up to 75 participants.

McNellis will provide a report to the LA Director following the Compression Planning® sessions.

We will continue to work together to refine a Compression Planning® design that ensures your specific requirements are addressed. We will have clarity on your "must have deliverables."

McNellis will dedicate the appropriate number of facilitators to ensure there is an opportunity for all voices to share and be heard.

## Investment

**The McNellis Team designs, facilitates, and reports the outcomes of two Compression Planning® Sessions.**

Professional Fees for this project: \$41,500.

Included in this project is a team of 5-8 to lead the main session and breakout sessions with consistent goals and activities.

### Payment Schedule:

Upon completion of the purchase order by RSCCD, \$20,750.00 is due to secure the Compression Planning® team for the two dates for your group.

Upon successful delivery of the two Compression Planning® sessions, the balance of \$20,750.00 is due.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Board of Trustees Office

To:	Board of Trustees	Date: March 22, 2021
Re:	Approval of State and Federal Legislative Priorities for Rancho Santiago Community College District	
Action:	Request for Action	

**BACKGROUND**

The Board Legislative Committee met on February 25, 2021, to review the State and Federal legislative priorities for the Rancho Santiago Community College District.

**ANALYSIS**

After the committee discussed the State and Federal legislative priorities, it was recommended by the committee to forward the recommendations to the full board for review and approval.

**RECOMMENDATION**

It is recommended that the board approve the Board Legislative Committee's recommendations to approve the State and Federal legislative priorities as presented.

Fiscal Impact:	Board Date: March 22, 2021
Prepared by:	Anita Lucarelli, Interim Exec. Assistant to the Board of Trustees
Submitted by:	Board Legislative Committee
Recommended by:	Marvin Martinez, Chancellor

## **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DRAFT FEDERAL LEGISLATIVE PRIORITIES**

Based on initial discussions with the District, below is a list of potential federal priorities for the District to consider for 2021-22.

### **SUPPORT CORONAVIRUS RELIEF AND RECOVERY**

Throughout 2020 and into 2021, institutions of higher education have faced innumerable challenges in keeping our students safe and continuing their education. No institutions have faced a more difficult challenge than community colleges, since many of course offerings impart skills that must be demonstrated and learned in an in-person education setting. Furthermore, few community college students are in a socio-economic position to weather a major health and financial catastrophe; during such hardships, their education often must be sacrificed so they can continue to work and meet their basic needs. Community colleges, and their students, need robust and ongoing support so that students can focus on achieving their educational goals.

Legislative Actions:

- Support passage of a coronavirus legislative package modeled after President Biden's "American Rescue Plan"
- Continue transparency and speed with future Department of Education actions and funding distributions
- Identify community colleges as critical community locations for mass vaccination administration.

### **ENGAGE IN THE REAUTHORIZATION OF THE HIGHER EDUCATION ACT**

Reauthorization of the Higher Education Act (HEA) is important to the District as it governs federal financial aid programs. The HEA expired in 2013 and has been temporarily extended by Congress while debates over the reauthorization take place. Anticipated changes will likely include policies focused on accreditation, regulation reform, risk-sharing, student loans, and additional transparency. It is important during reauthorization of the HEA that any changes to law reflect the diverse student population and interests of community college students.

Legislative Action:

- Ensure that the reauthorization of the HEA supports community colleges and the specific needs of the "nontraditional" student population.
- Ensure all requirements and mandates in any risk-sharing legislation align with community colleges' ability to comply and not adversely affect the student population.
- Ensure all requirements and mandates included in changes to Title IX enhance student safety and align with community colleges' ability to comply and support the community college student population.

### **SUPPORT IMMIGRANT STUDENTS AND A PATH TO CITIZENSHIP FOR MEMBERS OF DEFERRED ACTION FOR CHILDHOOD ARRIVALS (DACA)**

The District is committed to serving all students who can benefit from post-secondary education, without regard to race, ethnicity, religion, national origin, immigration status, age, gender, language, socio-economic status, gender identify or expression, medical condition or disability. California's diversity is a great source of innovation and industry, making California one of the largest economies in the world, and an economic engine for the United States.

Over 220,000 young people in California that have received DACA status since 2012 and approximately 60,000 of those young people enrolled at community colleges. The District strongly supports the continuation of the Deferred Action for Childhood Arrivals program. California and the United States are both stronger due to the contributions made by "Dreamers" to our economy and to our communities.

Legislative Actions:

- Preserve the DACA program
- Support legislation that establishes a path to citizenship for undocumented students who are long-time U.S. residents
- Make Dreamers eligible for federal student financial assistance.

### **SUPPORT THE RETURN OF RESPONSIBLE CONGRESSIONALLY DIRECTED SPENDING**

Congressionally directed spending, or "earmarks," were commonplace at the federal level before being subject to an earmark ban in 2012. Since then, bipartisan cooperation in Congress has decreased, and significant levels of federal spending have been allocated under the discretion of department officials who administer grant programs. The District believes that a transparent process for requesting Congressionally directed funding, paired with limiting funding recipients to public agencies and non-profit institutions, will ensure that worthy projects, with limited access to resources through existing federal grant programs, will not be overlooked due to technicalities or elements outside of their control.

Legislative Action:

- Advocate for the return of Congressionally directed spending with reasonable recipient restrictions
- Encourage project flexibility within those approved recipients
- Ensure capital projects with regional benefits are prioritized

### **SUPPORT FUNDING FOR THE WORKFORCE INNOVATION AND OPPORTUNITY ACT AND CARL D. PERKINS CAREER AND TECHNICAL EDUCATION ACT**

The Workforce Innovation and Opportunity Act (WIOA) and the Carl D- Perkins Career and Technical Education (CTE) Act are critical sources of funding for the District.

The WIOA Title II funding provides English language and literacy skills acquisition programs to the most vulnerable populations, including immigrants seeking citizenship and low-income adults. Perkins is a principal source of federal funding to states and discretionary grantees for the improvement of secondary and postsecondary career and technical education programs. This funding is necessary to sustain career and technical education programs offered to the District's students.

Legislative Action:

- Advocate for increased funding for WIOA Title II grants in the Fiscal Year 2022 and 2023 appropriations bills
- Advocate for increased funding for CTE state grants in the Fiscal Year 2022 and 2023 appropriations bills

**ENSURE EDUCATION IS ESSENTIAL TO INFRASTRUCTURE INVESTMENT AND REFORM**

Our nation is at a crossroads dealing with outdated and crumbling infrastructure, and education infrastructure should be a key component of that long and critical process. During his campaign, President Biden proposed to “Build Back Better,” a process to develop a comprehensive infrastructure package with input from policy makers to urban planners to accountants and construction workers. To produce the best and brightest individuals to contribute to an infrastructure resurgence, community colleges, and the broader education community, will need to play a vital role. While considering an infrastructure package, the District encourages Congress and President Biden to include policies and funding that boost apprenticeships and career and technical education.

Legislative Action:

- Support efforts to include career and technical education and apprenticeships in any future infrastructure package.
- Support efforts to address existing facility maintenance backlogs, and aid in new construction, at community colleges.
- Ensure that the National Park Service approves the City of Santa Ana’s ground lease agreement for the Centennial Education Center
- Create and identify opportunities to invest federal funding in Rancho Santiago Community College District’s priority projects, including constructing a community facility for emergency first responders, expand a drone program, and ensure that the Orange Education Center can grow to include additional career and technical education.

## **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DRAFT STATE LEGISLATIVE PRIORITIES**

Based on initial discussions with the District, below is a list of potential federal priorities for the District to consider for 2021-22.

### **SUPPORT CORONAVIRUS RELIEF AND RECOVERY**

Throughout 2020 and into 2021, institutions of higher education have faced innumerable challenges in keeping our students safe and continuing their education. No institutions have faced a more difficult challenge than community colleges, since many of course offerings impart skills that must be demonstrated and learned in an in-person education setting. Furthermore, few community college students are in a socio-economic position to weather a major health and financial catastrophe; during such hardships, their education often must be sacrificed so they can continue to work and meet their basic needs. Community colleges, and their students, need robust and ongoing support so that students can focus on achieving their educational goals.

Legislative Actions:

- Support legislation that provides resources to allow for the safe resumption of in-person instruction and activities.
- Support increased financial assistance to full- and part-time community college students.
- Support efforts to incorporate community colleges into vaccine administration efforts.
- Support legislation to provide community colleges with liability protections once in-person instruction and activities resume.

### **PROVIDE ADDITIONAL RESOURCES TO HELP STUDENTS MEET BASIC NEEDS**

Student success is largely driven by students' access to such basic needs as food, housing, and transportation. Moreover, availability of childcare, affordable healthcare, mental health services, and basic school supplies play a critical role for many of our students. The Legislature has made significant investments in these areas, but more must be done to support districts and their efforts to address student homelessness and food insecurity.

Legislative Actions:

- Continue to monitor the needs identified by the statewide Affordability, Hunger, and Housing Access Task Force and support legislative efforts to address those needs.
- Encourage the state, cities, counties, and community-based organizations to work with their local community colleges to combat student homelessness.
- Support legislation that increases access to mental health services for students.
- Support legislation that increases access to childcare services for students.

### **ENSURING ADEQUATE RESOURCES FOR PART-TIME STUDENT**

Many community college students attend part-time so they can balance their education with established lives, jobs, and families, attending classes scheduled around work, with children in school and babies in childcare. Similarly, many students attend community college part-time to develop job skills or enroll in adult education courses. Part-time students require, and deserve,

the same level of resource investment as full-time students; however, many programs and resources include full-time enrollment as prerequisite and do not serve the needs of these non-traditional students.

Legislative Actions:

- Consider how free community college programs can be expanded to include non-traditional students who do not currently meet all criteria, including full-time enrollment.
- Support modifications to existing funding models to better account for part-time student enrollment.

## **ADVANCEMENT OF THE GUIDED PATHWAYS FRAMEWORK**

As a pilot district in the implementation of the Guided Pathways Framework, the District believes that Guided Pathways is essential to the mission of the California Community College System and to the success of students. It is crucial to continue to advocate for funding of vital components of Guided Pathways, including noncredit partnerships, Promise Programs, and dual enrollment.

Legislative Actions:

- Support for legislation that removes the sunset date of dual enrollment program, ensuring continued student access to this key component of Guided Pathways.
- Support efforts for inclusion of noncredit Guided Pathways Framework.
- Support legislation that encourages continuation and growth of the community college baccalaureate degree programs.

## **PROMOTE QUALITY LEARNING ENVIRONMENTS THROUGHOUT THE STATE**

Proposition 51, approved by voters in 2016, provided much needed support for facility construction and improvements in districts across California. While Proposition 51 provided \$2 billion for infrastructure investments community colleges, the California Community Colleges have an unmet infrastructure need exceeding \$40 billion over the next decade. As existing structures continue to age and colleges adapt to growing enrollment demands and ever-changing workforce training requirements, it is important to continue funding these projects and ensure that students have access to safe, modern learning environments.

Legislative Actions:

- Support legislative efforts to address existing facility maintenance backlogs and aid in new construction.
- Support legislation focused on addressing long-term facility needs.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date:	March 22, 2021
Re:	First Reading of Board Policies		
Action:	Information		

**BACKGROUND**

The Board Policy Committee met on March 5, 2021 and reviewed new and revised policies. These policies are presented for a first reading.

**ANALYSIS**

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies that comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. District Administration also recommends revisions to existing policies and adoption of new policies as required.

The Board Policy Committee is recommending the attached policies be updated and revised to conform to the CCLC recommendations and/or adopted as recommended by District Administration.

**RECOMMENDATION**

These policies are presented for a first reading as an information item.

Fiscal Impact:	None	Board Date:	March 22 2021
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

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

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**BP 2755 Trustee Area Redistricting (NEW)**

It is the goal of the District, the Board of Trustees, and the Chancellor to promote and create a diverse, equitable, inclusive, representative, and participatory learning environment for its faculty, staff, students and the community.

To ensure the District's commitment to diversity, equity, inclusion and community representation, the District shall review its elected Trustee areas of service to maintain diverse, equitable, inclusive and community-reflected representation. In conjunction with the release of the U.S. Census, the District shall undertake to redistrict its Trustee areas and district lines every ten (10) years, to ensure proper representation of the community within the District's Board of Trustees.

The District aims to undertake and ensure a fair and transparent redistricting process. The District shall also conform to the requirements of the California Voting Rights Act and California's Fair Maps Act. The District shall redraw its district lines to reflect the community's demographic makeup to ensure racial and partisan fairness, preserving existing political communities, while drawing districts that are equal in population, compact and contiguous. The District shall also undertake to hold public hearings on redistricting issues, maintain publicly available information on draft maps, and implement community outreach to address redistricting concerns of the community.

**Adopted: xxxxxxxxxxxx, 2021**

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

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**BP 2760 Campaign Limitations (NEW)**

**Reference(s):**

California Assembly Bill 571

Orange County Municipal Code Ordinance No. 19-002, Section 1-6-5

California Education Code 72029

The Board of Trustees desire to promote fair elections, broader participation in its own election process, and to encourage a diverse and expanded community representation of candidates for future office.

The Board of Trustees recognize the community's interest to prevent corruption and avoid the appearance or perception of corruption with regard to large contributions from a small number of supporters for a candidate running to be elected to the Board of Trustees. The Board of Trustees further recognize that greater participation in the electoral process begins with a candidate's ability to fundraise from a larger group of individuals. Therefore, the Board of Trustees hereby institute a District policy to impose limitations on contributions to campaigns for elected District positions. No person, including individuals, corporations, other business entities, or political committees, shall contribute, and no candidate or elected Trustee shall seek, a contribution or contributions totaling more than \$2,100.00 to the campaign of a candidate or elected Trustee seeking an elected position of the District for each of the following elections for which the person is an elected Trustee of the District or a candidate in a general election, special election or a recall election.

The contribution limit of \$2,100.00 does not apply to the candidate's own monetary contributions to his or her own campaign, but will preclude a candidate from contributing more than the contribution limit to another candidate's campaign for an elected position of the District. A candidate's spouse is also precluded from using their own separate property to exceed the contribution limit.

**Adopted: xxxxxxxxxxxx, 2021**

**Rancho Santiago Community College District**  
**BOARD POLICY**  
Chapter 3  
General Institution

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## **BP 3821 Gift Ban Policy**

### **References:**

California Code of Regulations, Title 2, Sections 18730 et seq.  
California Government Code, 87200 and 54950  
RSCCD Board Policy 6330

### **A. Preamble**

The intent of this gift ban policy is to prohibit District officers and employees from receiving any gift in excess of fifty one hundred dollars (~~\$50-100.00~~) (the "Gift Limit") for their personal benefit from any single source in any calendar year. This gift ban policy is not intended to restrict any gifts made for the benefit of the District. On January 1, of each odd-numbered year, the Gift Limit shall be adjusted to reflect changes in the Consumer Price Index, rounded to the nearest ten dollars (\$10.00).

### **B. Definitions**

For the purposes of this policy:

1. *District* means the Rancho Santiago Community College District, including Santa Ana College, Santiago Canyon College, and the educational centers affiliated with the colleges.
2. *District officer* means every person who is elected or appointed to the District Board of Trustees.
3. *Designated employee* means every employee of the District who is designated in the District's Conflict of Interest Policy/Regulation to file a statement of economic interests and every member of a board or committee under the jurisdiction of the Board of Trustees required to file such a statement.
4. *Doing business with the District* means:
  - a. Seeking the award of a contract or grant from the District; or
  - b. Having sought the award of a contract or grant from the District in the past twelve (12) months; or
  - c. Being engaged as a lobbyist or lobbyist firm, as defined in this article, from the time of such engagement until twelve (12) months after the award of the contract grant, permit, or other entitlement for use, which was the subject of the engagement; or
  - d. Having an existing contractual relationship with the District, until twelve (12) months after the contractual obligations of all parties have been completed; or
  - e. Seeking, actively supporting, or actively opposing the issuance, by the District, of a

discretionary permit, or other discretionary entitlement for use, or having done any of these things within the past twelve (12) months.

5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:
  - a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization.
  - b. Flowers, plants, balloons or similar tokens which are given to express condolences, congratulations, or sympathy for ill health, or to commemorate special occasions, provided that gifts made or received under this exemption shall not exceed a value of fifty one hundred dollars (~~\$50~~ 100.00) from any single source in any calendar year.
  - c. A prize awarded on the basis of chance in a bona fide competition not related to the official status of the District officer or designated employee.
  - d. Gifts from any agency of a foreign sovereign nation, provided that such gifts are unconditionally donated by the District officer or designated employee to the District official designated by the Chancellor in an administrative regulation within forty-five (45) days of receipt, and the District officer or designated employee does not claim any tax deduction by virtue of such donation.
  - e. Food, beverages, and free admission provided by a governmental agency or provided to the public at large, for ceremonial functions commemorating the groundbreaking, opening, or naming of a governmental facility.
  - f. For purposes of this section, a capital contribution or other gift to the District or a campaign donation by a District official or the employer of a District official to a bond campaign shall not be deemed a violation of this policy so long as the donation to the campaign was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds, or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
  - g. For the purposes of this section, a capital contribution or other gift to the District or a campaign donation by an employee of the District to a bond campaign or the solicitation by a District employee of a donation to a bond campaign during the District employee's off hours, shall not be deemed a violation of this policy so long as the donation to the campaign was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds, or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
  - h. For the purposes of this section, a capital contribution or other gift to the District or a campaign donation by any person doing business with the District to a bond campaign or the solicitation by a District employee or board member of a donation to a bond campaign shall not be deemed a violation of this policy so long as the donation to the campaign was not made for the individual benefit of the District employee or District officer, by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds, or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
6. *Lobbyist* shall mean any individual, including an attorney, who is employed or contracts for consideration, other than reimbursement of reasonable travel expenses, to communicate directly with any District officer or designated employees for the purpose of seeking, actively supporting, or actively opposing the award of a contract or grant from the District or the issuance, by the District, of a discretionary permit, or other

discretionary entitlement for use. An attorney shall not be considered a lobbyist when performing activities which can only be performed by a person admitted to the practice of law.

7. *Lobbyist firm* shall mean (1) any business entity, which is employed or contracts for consideration, other than reimbursement of reasonable travel expenses, to communicate directly with a District officer or designated employee for the purpose of seeking, actively supporting or actively opposing the award of a contract or grant from the District, or the issuance, by the District, of a discretionary permit, or other discretionary entitlement for use, or (2) any business entity of which any member or employee is a lobbyist.
8. *Principal* shall mean any individual or business entity which employ~~ees~~es or contracts with a lobbyist or lobbyist firm for any of the purposes stated in subsection (6) or (7) of this section B of this policy.
9. An individual or business entity shall be deemed to be employed or contracting to communicate directly with a District officer or designated employee if it is reasonably foreseeable that in the course of employment or in the course of performing the contract the individual or an employee of the entity will have a telephone conversation or a discussion with any District officer or designated employee, outside of any meeting governed by the Ralph M. Brown Act (which is codified in the California Government Code commencing with section 54950), for the purpose of seeking, actively supporting, or actively opposing the award of a contract or grant from the District, or the issuance, by the District, of a discretionary permit, or other discretionary entitlement for use.
10. An individual lobbyist who is an officer, partner or employee of his or her Principal shall be deemed to be "engaged" within the meaning of this section on the first occasion on which he or she engages in a telephone conversation or discussion described in subsection (9) of this section B of this policy. A lobbyist firm, or an individual lobbyist who is not an officer, partner or employee of his or her Principal shall be deemed to be "engaged" within the meaning of this section B of this policy upon the completion of an agreement, oral or written, to provide the services specified in subsection (6) or (7) of this section B of this policy.

### **C. Prohibitions**

1. No person who is doing business with or soliciting business from the District shall make any gift to any District officer or employee.
2. 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. However, a capital contribution or other gift to the District or a campaign donation by any person doing business with the District to a bond campaign or to a fundraising campaign of the District or the solicitation by an employee of the District of a capital contribution or other gift to the District or a campaign donation to a bond campaign or fundraising campaign of the District, shall not be deemed a violation of this policy so long as the donation to the campaign was not made for the individual benefit of the employee,

and was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds; or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.

3. No District officer shall solicit or accept any gift from any person whom he knows, or has reason to know, is doing business with or soliciting business from the District. However, the mere attendance at a campaign fundraiser or employment by a company, which makes a capital contribution or other gift to the District or a donation or to a bond campaign involving the District, shall not constitute the solicitation of a gift from an officer of the District. A capital contribution or other gift to the District or a campaign donation by any person doing business with the District to a bond campaign or to a fundraising campaign of the District or the solicitation by a District officer of a capital contribution or other gift to the District or a donation to a bond campaign or fundraising campaign of the District, shall not be deemed a violation of this policy so long as the donation to the District or the campaign was not made for the individual benefit of the District officer; was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds; or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
4. No designated employee shall solicit or accept any gift from any person whom he knows, or has reason to know, is doing business with or soliciting business from the District, when such employee, 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 has done any of the above during the twelve (12) months preceding the donation. However, the mere attendance at a campaign fundraiser, which makes a capital contribution or other gift to the District or a campaign donation to a bond campaign involving the District, shall not constitute the solicitation of a gift from a designated employee of the District. A capital contribution or other gift to the District or a campaign donation by any person doing business with the District to a bond campaign or to a fundraising campaign of the District, or the solicitation by a designated employee of a donation to a bond campaign or fundraising campaign of the District, shall not be deemed a violation of this policy so long as the donation of the campaign was not made for the individual benefit of the designated employee; was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds; or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
5. No District officer nor designated employee shall accept any gift in excess of  ~~fifty~~ one hundred dollars (\$~~50~~ 100.00) for their personal benefit.

#### **D. Violations and Enforcement**

1. Any District officer in violation of this policy shall be subject to removal from a position of a Board officer, removed as a Chair or member of a standing or ad hoc committee and may be censured or reprimanded pursuant to enforcement of the Board's ethics policies. The Board must take action on any alleged violation of this policy in open session.

2. Any designated employee in violation of this policy shall be subject to discipline, including reprimand, suspension and dismissal. A designated employee who sits on a board or committee under the jurisdiction of the Board of Trustees may be removed by the Board if found to be in violation of this policy.
3. The Trustees, Chancellor and College Presidents will ensure there is an annual training session on ethics for District officers and all employees, and the ethics training shall include discussions about this policy, the Board policies on ethics and updates on the Fair Political Practices Commission's rulings and policies concerning gifts. All new employees of the District must take a training course on ethics arranged by the District. While all employees are not covered by the prohibitions and restrictions of this policy, it is important that all employees are aware of the District's policy on gifts to ensure compliance.
4. The Chancellor shall establish an administrative regulation that includes appropriate exempted activities and ensures District employees and officials follow this policy.
5. Unless otherwise provided in an employee's job description, no one shall be compelled to participate in or solicit for any bond, capital or other gift campaign for the District and the lack of participation or solicitation shall have no adverse consequences on their employment.
6. Pursuant to Government Code Section 84224 and the Fair Political Practices Commission ("FPPC") regulations section 18215.3, all District officers are required to report on FPPC form 803, any payments made at their behest, principally for legislative, governmental or charitable purposes.

**Adopted:** April 25, 2016  
**Revised:** November 13, 2017  
**Revised:** January 13, 2020  
**Revised:** xxxxxxxx, 2021

**Rancho Santiago Community College District**  
**BOARD POLICY**  
Chapter 6  
Business and Fiscal Affairs

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**BP 6620 Naming District Properties and Facilities**

~~The Governing Board retains authority for naming college land reserves, roads, sites, colleges, campuses, athletic fields, buildings, major centers, and other highly visible properties or facilities. No commitment for naming shall be made prior to Board approval of the proposed name. Proposed names may be provided by the Chancellor, trustees, and any other source.~~

~~The Chancellor will establish and implement procedures that provide name proposals for the Governing Board's consideration. For each naming proposal occasion, the Chancellor will be mindful of timelines that allow for appropriate consultation.~~

~~Naming of portions of buildings, small outdoor areas, and other minor properties or facilities may be approved by the Chancellor.~~

Requests to name major District or college land reserves, roads, sites, campuses, libraries, athletic fields, gymnasiums, buildings, major outdoor areas, major centers, or other properties or facilities (collectively, "Major Facilities"), shall be submitted in writing first to the appropriate College Council for recommendation and then to the College President for approval. Proposals that are approved by the College President shall then be submitted to the Chancellor consistent with BP 6620 for the Chancellor's approval.

If a Major Facility is not affiliated with a college of the District, written proposals shall be submitted to District Council for approval and then to the Chancellor for approval.

After following the guidelines provided herein, if the Chancellor approves the proposed naming proposal, at his discretion, he will then submit a proposed name or names to the Board of Trustees for their consideration, selection and approval. Any deviation at any point from the process or criteria for naming Major Facilities will require a supermajority or two-thirds (2/3) vote of the Board.

Requests to name minor District or college sites, buildings, components or portions of buildings (classrooms, laboratories, auditoriums, and conference rooms, etc.), minor outdoor areas (or portions thereof), and other minor properties or facilities (collectively, "Minor Facilities") shall be submitted in writing first to the appropriate College Council for recommendation and then to the College President for approval. Proposals that are approved by the College President shall then be submitted to the Chancellor consistent with BP 6620 for the Chancellor's approval.

If a Minor Facility is not affiliated with a college of the District, written proposals shall be submitted to District Council for approval and then to the Chancellor for approval.

The naming of Major Facilities and Minor Facilities (collectively, the “Facilities”, and independently, a “Facility”) and related areas or buildings should lend prestige to the District, college, staff, students and to the community. The credentials, character, and reputation of each individual, organization, or corporation for the name being considered shall be carefully scrutinized and evaluated. Proposals to name a District facility for other purposes, such as its function, shall adhere to the guidelines specified within this policy. Nominations submitted for consideration must be accompanied by sufficient rationale and supporting documentation, including but not limited to the impact of a named individual on the District, college, or community, historical significance, and reflection of the District’s or college’s core goals, vision and values. Further, nominations of individuals should consider the contributions and service of the individual to the District or college, and the individual’s unique and exceptional distinctions to warrant recognition.

The name conferred on a District or college Facility or location in recognition of an individual or group is an important factor in the public image of the District. It reflects upon both the District, the college and the location itself. Accordingly, the Board of Trustees may discontinue an approved name when the Board determines, in good faith, that a particular name is no longer appropriate for the District or the college to retain any Facility, the name tarnishes or diminishes the reputation of the District or college, the named person or corporate entity is no longer in good standing with the District or college, or an agreed-upon length of time for naming has expired.

### **Criteria**

1. Notwithstanding the forgoing, in addition to following the process outlined above, no Major Facility may be named without some appropriate monetary gift, as specified below:
  - a. A Major Facility may be named for an individual(s) or organization(s) or their designee, responsible for a “major gift” benefiting the District or a college. The term “major gift” in this context is deliberately not defined by arbitrary standards or by a specific dollar amount, but consideration may be given when the donor makes a “major gift” of no less than ten percent (10%) of the total cost of construction or value of the facility where the naming of a Major Facility is appropriate.
  - b. The District’s interpretation is meant to be flexible so that each situation may be judged on its own merits and make take into account significant contributions or personal services as well as monetary or in-kind gifts. It is expected that each naming opportunity will recognize the donor according to the level of gift size of the Major Facility, relation of the gift to the completion and enhancement of the Major Facility, urgency and need for project funds reputation of the individual or corporate entity to the District or colleges. However, the ten percent (10%) minimum threshold shall be a significant factor in considering whether to name a Major Facility either partially or fully after a donor for a specified period of years to be set at the initial naming of the facility.
  - c. Monetary gifts may be fulfilled over time but must be paid in full prior to opening or dedication of the building or Major Facility, unless otherwise stipulated by the donor agreement. Such Major Facilities will not be named for persons making gifts of property (real or personal) until the gift is converted to liquid assets. Under extraordinary circumstances, this requirement may be waived.

2. Notwithstanding the forgoing, in addition to following the process outlined above, gifts for Minor Facilities related to small outdoor areas or portions thereof (fountains, landscape, structures) will in most instances require a gift to cover the entire cost of the project as well as maintenance for long-term preservation. The Board shall have the discretion to waive the entire cost requirement and require an agreed-upon Gift consisting of a percentage of construction and maintenance costs following a proposal from the Chancellor.
3. Gifts naming a corporate entity shall avoid the appearance of corporate influence or conflict of interest. The Board shall exercise due diligence in the approval of recommending the approval of naming any Facility that involves the name of the corporation or stems entirely from corporate funding. The naming of any Facility shall limit the size, design, or logos of any corporation to avoid the appearance of advertising.
4. The Board shall have the right to waive monetary requirements for the naming of any Facility. If, at the Board's discretion, the Board determines the monetary requirement should be waived for any Facility, it will require a two-thirds (2/3) vote of the Board.

**Revised: September 9, 2013 (Previously BP9025)**  
**Revised: xxxxxxxx, 2021**

**Rancho Santiago Community College District**  
**BOARD POLICY**  
Chapter 6  
Business and Fiscal Affairs

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**BP 6910 Housing (NEW)**

The District recognizes that the success of its students can be directly impacted by the housing environment of its students. The District is committed to fostering a student environment to align with and promote their success.

The District Chancellor is delegated the authority to negotiate agreements with regard to the finance and cost of constructing student housing for students of the District for final approval by the Board. Public and private partnerships are encouraged to develop the necessary housing that will conform to the needs of the students of the District. The Chancellor shall present negotiated agreements to the Board for their consideration and approval.

The Chancellor must verify the need for housing and financing assistance from the entity upon which it contracts and must monitor the project on an annual basis to ensure it meets all regulatory requirements. If the Chancellor negotiates an agreement with a District or college entity, or an entity tied to the District's foundation, it shall be required that portions of the construction labor will be furnished by the District's apprenticeship program for the benefit of the students participating in that program. Inclusion of students from the District's apprenticeship program shall include current students and shall extend to former and graduate students of the program.

Students must have the right to apply to all available units for residential housing. Student housing facilities may also be inhabited by Student Resident Advisors who must sign an agreement annually that outlines duties and expectations.

The initial goal of the District is at least fifty-percent (50%) of student residents must meet the criteria for need-based financial assistance, as determined by the Chancellor. However, based on the District's and its students' overall housing needs, the Board may adjust this goal at its' discretion with a two-thirds (2/3) vote of the Board.

All contractors must comply with the California Public Contract Code Section 10128.

The project must be located within a reasonable distance of a college within the District. It is preferred, but not required, that any location be located near a mass-transit destination, and that the commute from the location to the nearest campus is estimated by the Chancellor to be less than 20 minutes.

At the Board's discretion, any of the requirements set forth in this policy may be waived with a supermajority or two-thirds (2/3) vote of the Board.

**Adopted: xxxxxxxxxx, 2021**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

March 22, 2021

**MANAGEMENT**

Change of Interim Assignment

Ward, Robert  
From: Interim Facilities Manager  
To: Interim Director, Physical Plant/Facilities  
Administrative Services  
Santa Ana College

Effective: March 15, 2021 – June 30, 2021  
From Interim Salary Placement: I-2 \$91,325.43/Year  
To Interim Salary Placement: F-2 \$108,847.32/Year

Extension of Interim Assignment

Lucarelli, Phyllis A.  
Interim Executive Assistant to  
the Board of Trustees  
District

Effective: April 1, 2021 – June 30, 2021  
Hourly Rate: K-1 \$37.49/Hour

**FACULTY**

Leaves of Absence

Babayan, Diana  
Professor, ESL  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 7.70 LHE

Collins, Monica  
Professor, American Sign Language  
Humanities & Social Sciences Division  
Santa Ana College

Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 15.00 LHE

**FACULTY (CONT'D)**

Leaves of Absence (cont'd)

Coyne, Claire  
Professor, Geology  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 2.25 LHE

Dermody, Michael  
Associate Professor, TV/Video Communications  
Fine & Performing Arts Division  
Santa Ana College

Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 3.00 LHE

Dwyer, Dalva  
Professor, ESL  
Humanities & Social Sciences Division  
Santa Ana College

Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 3.00 LHE

Funaoka, Marygrace  
Associate Professor, Human Development/  
Education/School Age  
Human Services & Technology Division  
Santa Ana College

Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 6.00 LHE  
(Concurrent with Sabbatical Leave)

Gilreath, Genice  
Professor, Reading  
Humanities & Social Sciences Division  
Santa Ana College

Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 1.50 LHE

Hicks, Raymond  
Professor/Coordinator, ESL  
Humanities & Social Sciences Division  
Santa Ana College

Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 4.50 LHE

Jenkins, Crystal  
Professor, Chemistry  
Science, Mathematics & Health  
Science Division  
Santa Ana College

Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 6.00 LHE

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

Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 1.00 LHE

**FACULTY (CONT'D)**

Leaves of Absence (cont'd)

Lopez, Jorge  
Professor, Biology  
Science, Mathematics, & Health  
Sciences Division  
Santa Ana College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 0.75 LHE

Macdonald, Juli  
Professor, Kinesiology  
Kinesiology, Health & Athletics Division  
Santa Ana College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 15.00 LHE

Martino, Danielle  
Professor, Astronomy  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 2.50 LHE

McKowan-Bourguignon, Lisa  
Professor, Mathematics  
Science, Mathematics, & Health  
Sciences Division  
Santa Ana College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 3.00 LHE

Morris-Pfyl, Sandy  
Professor/Coordinator, Career Development/  
Career Technical Education/Student  
Success Center  
Student Services  
Santa Ana College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 6.00 LHE

Mowrer, Melanie  
Professor, English/ESL  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 4.00 LHE

Nick, Joann  
Professor, Health Science/Nursing  
Science, Mathematics, & Health  
Sciences Division  
Santa Ana College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 4.85 LHE

**FACULTY (CONT'D)**

Leaves of Absence (cont'd)

Reed, Stephen  
Professor, History  
Arts, Humanities & Social  
Sciences Division  
Santiago Canyon College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 3.00 LHE

Rocke, Brandon  
Associate Professor, English  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 1.50 LHE

Scott, Randy  
Professor, Mathematics  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 2.00 LHE

Shirah, Melissa  
Associate Professor, Accounting  
Business & Career Education Division  
Santiago Canyon College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 3.00 LHE

Solheid, Christa  
Professor, Mathematics  
Science, Mathematics, & Health  
Sciences Division  
Santa Ana College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 4.00 LHE

Tran, Melissa  
Professor, English  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 0.60 LHE

Zarske, John  
Professor, Mathematics  
Science, Mathematics, & Health  
Sciences Division  
Santa Ana College  
Effective: February 1, 2021 – June 5, 2021  
Reason: Banked Leave/Withdrawal – 1.60 LHE

Stipends

Castellanos, Ralph  
Assistant Professor, Communications Studies  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: February 8, 2021  
Reason: Adding Forensics Coaching Stipend  
Amount: \$3,000/Semester

**FACULTY (CONT'D)**

Stipends (cont'd)

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

Effective: February 17, 2021  
Reason: Leadership Academy Stipend, Office  
of Diversity, Equity & Inclusion  
Amount: \$600.00

Kubicka-Miller, Jared  
Assistant Professor, Communications Studies  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: February 8, 2021  
Reason: Ending Forensics Coaching Stipend  
Amount: \$3,000/Semester

Leeds, Kelvin  
Professor, Mathematics  
Science, Math & Health Sciences Division  
Santa Ana College

Effective: February 17, 2021  
Reason: Leadership Academy Stipend, Office  
of Diversity, Equity & Inclusion  
Amount: \$600.00

Lockwood, Lance  
Professor, Communication Studies  
Fine & Performing Arts Division  
Santa Ana College

Effective: February 17, 2021  
Reason: Leadership Academy Stipend, Office  
of Diversity, Equity & Inclusion  
Amount: \$600.00

Meier, Crystal  
Professor, Mathematics  
Science, Math & Health Sciences Division  
Santa Ana College

Effective: February 17, 2021  
Reason: Leadership Academy Stipend, Office  
of Diversity, Equity & Inclusion  
Amount: \$600.00

Resnick, Barry  
Counselor/Professor  
Counseling & Student Support Services Division  
Santiago Canyon College

Effective: February 17, 2021  
Reason: Leadership Academy Stipend, Office  
of Diversity, Equity & Inclusion  
Amount: \$1,200.00

Part-time Hourly New Hires/Rehires

Camacho, Emelyne  
Coordinator, Office of Diversity, Equity &  
Inclusion (ODEI)  
Chancellor's Office  
District Operations

Effective: March 1, 2021  
Hourly Rate: II-3 \$33.26

Dunn, Darin J.  
Coach, Intercollegiate Athletics  
Women's Soccer  
Kinesiology, Health & Athletics Division  
Santa Ana College

Effective: March 8, 2021  
Hourly Lab Rate: II-3 \$59.86

**FACULTY (CONT'D)**

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

Gulcher, Andrew N. Effective: March 8, 2021  
Instructor, Criminal Justice/Crisis Intervention Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86  
Human Services & Technology Division  
Santa Ana College

Knox, Jake A. Effective: February 22, 2021  
Instructor, Criminal Justice/Firearms Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01  
Human Services & Technology Division  
Santa Ana College

Martinez Bravo, Karen L. Effective: March 1, 2021  
Coordinator, Office of Diversity, Equity & Hourly Rate: II-3 \$33.26  
Inclusion (ODEI)  
Chancellor's Office  
District Operations

Nguyen-Lieu, Stephanie Effective: February 22, 2021  
Instructor, Criminal Justice/Firearms Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01  
Human Services & Technology Division  
Santa Ana College

Rubio, Stephen A. Effective: March 8, 2021  
Instructor, Criminal Justice/Firearms Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01  
Human Services & Technology Division  
Santa Ana College

Non-paid Instructors of Record

Hooker, James D. Effective: March 9, 2021  
Instructor, Apprenticeship/Carpentry (equivalency)  
Instructor Service Agreement/Southwest Carpenters  
Training Fund  
Business & Career Education Division  
Santiago Canyon College

Non-Paid Intern Service

Devia, Diego March 23, 2021 – June 30, 2021  
Journalism Intern College Affiliation: CSU, Long Beach  
Communications, Marketing & Public Relations Major: Journalism  
District

**FACULTY (CONT'D)**

*Non-Paid Intern Service*

Rios, Geena  
Educational Counseling Intern  
Counseling & Student Support Services Division  
Santiago Canyon College

March 23, 2021 – June 30, 2021  
College Affiliation: University of La Verne  
Major: Educational Counseling

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
MARCH 22, 2021**

**CLASSIFIED**New Appointment

Miller, Brandon	Effective: March 9, 2021
Gardener Utility Worker (CL20-00040)	Grade 8, Step 5 \$55,005.63
Admin. Services/ SCC	

Temporary to Contract

Linares, Nestor	Effective: March 8, 2021
Gardener Utility Worker (CL20-00028)	Grade 8, Step 1 \$45,186.35
Admin. Services/ SAC	

Longevity Increments

Bizon, Veronica	Effective: June 1, 2021
Admissions & Records Spec. I/ Continuing	Grade 6, Step 5 + 2.5%Bil + 1PG (500)
Ed./ CEC	+ 7.5%L \$56,412.0

Dulalas, Luminacion	Effective: April 1, 2021
Admissions & Records Tech. Spec./	Grade 15, Step 6 + 5PG (2500) + 12.5%L
Enrollment/ SCC	\$93,522.50

Furlong, Brenda	Effective: May 1, 2021
Sr. Accountant/ Admin. Services/ SAC	Grade 15, Step 6 + 9PG (4500) + 7.5%L
	\$91,477.06

Gheorghe, Marta	Effective: May 1, 2021
Research Coord./ Research/ Ed. Services	Grade 18, Step 6 + 5PG (1250) + 5%L
	\$102,673.28

Gibson, Susan	Effective: June 1, 2021
Administrative Secretary/ Human Services	Grade 12, Step 6 + 5%L \$72,575.88
& Tech./ SAC	

Gil, Juan	Effective: May 1, 2021
Custodian/ Admin. Services/ SAC	Grade 4, Step 6 + 7.5%GY + 5%L
	\$56,066.41

Longevity Increments cont'd

Gil, Maria Sr. Resource Development Coord./ Resource Dev./ Ed. Services	Effective: May 1, 2021 Grade 18, Step 6 + 2PG (1000) + 7.5%L \$104,837.54
Hoang, Hieu Custodian/ Admin. Services/ SAC	Effective: May 1, 2021 Grade 4, Step 6 + 7.5%GY + 5%L \$56,066.41
Kelly, Ann Executive Secretary/ Admin. Services/ SCC	Effective: June 1, 2021 Grade 14, Step 6 + 7.5%L \$82,423.64
Mendez Bocanegra, Zulema Student Program Specialist/ Student Services/ SCC	Effective: April 1, 2021 Grade 10, Step 3 + 3PG (1500) + 7.5%L \$59,866.83
Montoya, Anna Administrative Secretary/ Kinesiology/ SAC	Effective: May 1, 2021 Grade 12, Step 6 + 4PG (2000) + 7.5%L \$76,303.88
Nguyen, Dao International Student Prog. Spec./ Enrollment/ SAC	Effective: June 1, 2021 Grade 11, Step 6 + 6PG (2000) + 5%L \$70,936.96
Packard Roxanne Auxiliary Services Specialist/ Auxiliary Services/ SAC	Effective: April 1, 2021 Grade 10, Step 6 + 2.5%L \$64,396.12
Rodriguez, Gisela Administrative Clerk/ Continuing Ed./ OEC	Effective: April 1, 2021 Grade 10, Step 6 + 8PG (4000) + 2.5%Bil + 7.5%L \$73,103.03
Swayne, Dorothy Student Services Coord./ Student Services/ SAC	Effective: June 1, 2021 Grade 15, Step 6 + 5%L \$84,954.33
Ta, Jason Information Systems Spec./ Counseling/ SCC	Effective: June 1, 2021 Grade 11, Step 6 + 2.5%Bil + 7PG (3500) + 10%L \$77,361.03

Professional Growth Increments

Avalos, Jessica Administrative Clerk/ Child Dev. Services/ District	Effective: April 1, 2021 Grade 10, Step 6 + 2.5%Bil + 6PG (3000) \$67,396.12
Pov, Tina Graduation Specialist/ Enrollment/ SAC	Effective: April 1, 2021 Grade 15, Step 6 + 2.5%L + 4PG (2000) \$84,931.62

Out of Class Assignment

Madrigal, Maria Exec. Asst to the Board of Trustees/District	Effective: 07/01/21 – 06/30/22 Grade K, Step 1 \$78,286.50 <i>Confidential</i>
Touyanou, Rosemary Director Special Programs/ Student Services/ SCC	Effective: 03/01/21 – 06/30/21 Grade H, Step 3 \$101,481.53 <i>Management</i>
Tuon, Sophanareth Custodian Supervisor/ Admin. Services/ SAC	Effective: 02/16/21 – 06/30/21 Grade O, Step 3 \$71,833.16 <i>Management</i>

Leave of Absence

Madrigal, Maria Exec. Asst to the Board of Trustees/ District <i>Confidential</i>	Effective: 03/03/21 – 04/12/21 Reason: FMLA
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**CLASSIFIED HOURLY**

Longevity Increments

Camarena, Evangelina Admissions & Records Spec. I/ Continuing Ed./ CE	Effective: April 1, 2021 Grade 6, Step A + 2.5%Bil + 10%L \$22.50/Hour
Chang, Mary Instructional Assistant/ Continuing Ed./ CEC	Effective: June 1, 2021 Grade 5, Step A + 5%L \$19.79/Hour
Cole, Stephanie Special Projects Specialist/ Student Services/ SCC	Effective: April 1, 2021 Grade 11, Step A + 2.5%L \$25.24/Hour

Longevity Increments cont'd

Escobar, David District Safety Officer/ District	Effective: June 1, 2021 Grade 9, Step A + 2.5%L \$23.12/Hour
Furlong Diaz, Linda Instructional Assistant/ Continuing Ed./ CEC	Effective: May 1, 2021 Grade 5, Step A + 7.5%L \$20.75/Hour
Guillen, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: June 1, 2021 Grade 5, Step A + 7.5%L \$20.75/Hour
McMinimy, Tawny Auxiliary Services Spec./ Auxiliary Services/ SCC	Effective: April 1, 2021 Grade 10, Step A + 2.5%L \$24.16/Hour
Rodriguez, Rosalba Instructional Assistant/ Continuing Ed./ CEC	Effective: June 1, 2021 Grade 5, Step A + 2PG (500) + 5%L \$20.26/Hour + \$41.67/Mo. PG

Out of Class Assignment

Medina, Jennifer Auxiliary Services Spec./ Auxiliary Services/ SCC	Effective: 02/01/21 – 06/30/21 Grade 10, Step A \$23.57/Hour
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Leave of Absence

Villalpando, Alma Instructional Assistant/ Continuing Ed. CEC	Effective: 03/02/21 – 04/03/21 04/12/21 – 05/29/21 Reason: Parental Leave
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**TEMPORARY ASSIGNMENT**

Short Term Assignment

Araiza, Nick Learning Facilitator/ Science & Math/ SAC	Effective: 03/23/21 – 06/30/21 Grade 8, Step A \$21.64/Hour
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Additional Hours for Ongoing Assignment

Medina, Jennifer Auxiliary Services Specialist/ Bookstore/ SCC	Effective: 03/01/21 – 06/30/21 Not to exceed 19 consecutive days in any given period.
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*Additional Hours for Ongoing Assignment cont'd*

Mosqueda, Berenice Learning Facilitator/ Student Services/ SCC	Effective: 02/06/21 – 06/30/21 Not to exceed 19 consecutive days in any given period.
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*Substitute Assignments*

Nazari, Zahra Business Services Coordinator/ Ed. Services/ District	Effective: 02/22/21 – 06/04/21
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**MISCELLANEOUS POSITIONS**

*Instructional Associates/Associate Assistants*

**Criminal Justice**

Mellotti, Judy	Effective: 03/23/21
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**VOLUNTEERS**

Carmona, Alexis Volunteer/ Kinesiology/ SAC	Effective: 03/23/21 – 06/30/21
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**SANTIAGO CANYON COLLEGE  
STUDENT HIRE LIST**

Barrientos, Mariana	Effective: 03/29/2021 – 06/30/2021
Garcia, Anahi	Effective: 03/29/2021 – 06/30/2021

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: March 22, 2021
Re:	Approval of Non-Credit Instructional Calendar (2021-2022)	
Action:	Request for Approval	

**BACKGROUND**

In conjunction with the Faculty Association of Rancho Santiago Community College District (FARSCCD) and the Continuing Education Faculty Association (CEFA), the 2021-2022 non-credit instructional calendar has been developed.

**ANALYSIS**

The calendar has been developed in accordance with the FARSCCD and CEFA contracts and relevant Title 5 regulations.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the 2021-2022 Non-Credit Instructional Calendar, as presented.

Fiscal Impact: None	Board Date: March 22, 2021
Item Prepared by: Elvia Garcia, Human Resources	
Item Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Item Recommended by: Marvin Martinez, Chancellor	

### RSCCD NONCREDIT INSTRUCTIONAL CALENDAR 2021-2022

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
AUGUST	15	16	17	18	19	20	21
	22	<b>23</b>	24	25	26	27	28
	29	30	31	1	2	3	4
SEPTEMBER	5	<b>6</b>	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	1	2
OCTOBER	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31	1	2	3	4	5	6
NOVEMBER	7	8	9	10	<b>11</b>	12	13
	14	15	16	17	18	19	20
	21	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>
	28	29	30	1	2	3	4
DECEMBER	5	6	7	8	9	10	11
	12	13	14	15	16	17	<b>18</b>
	19	20	21	22	23	<b>24</b>	<b>25</b>
	26	27	28	29	30	<b>31</b>	1
JANUARY	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	<b>17</b>	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31	1	2	3	4	5
FEBRUARY	6	7	8	9	10	11	12
	13	14	15	16	17	<b>18</b>	19
	20	<b>21</b>	22	23	24	25	26
	27	28	1	2	3	4	5
MARCH	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	<b>31</b>	1	2
APRIL	3	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
MAY	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	<b>26</b>	<b>27</b>	<b>28</b>
	29	<b>30</b>	<b>31</b>	1	2	3	4
JUNE	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	1	2
JULY	3	<b>4</b>	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
AUGUST	31	1	2	3	4	5	6

*Faculty Projects: August 16-20*

**Fall 2021: Instruction Begins August 23**

Labor Day: September 6

Veterans Day: November 11

Thanksgiving Break: November 22-27

**End of Fall 2021 Semester: December 18**

Winter Recess: December 19 - January 9

Christmas Holiday: December 24 (Observed); December 25

New Years Day: December 31 (Observed); January 1

*Faculty Projects: January 7, 10, 11*

**Spring 2022: Instruction Begins January 12**

Martin Luther King Jr. Holiday: January 17

Lincoln's Birthday: February 18 (Observed); February 12

President's Day: February 21

César Chávez Day: March 31

Spring Break: April 4-9

CEC Commencement: May 26 / OEC Commencement: May 27

**End of Spring 2022 Semester: May 28**

Memorial Day: May 30

**Summer 2022: Instruction Begins May 31**

Independence Day: July 4

**End of Summer 2022 Semester: August 5**

**Board Approved: March 22, 2021**

RSCCD noncredit programs operate on an open-entry/open-exit year-round calendar. Term dates may be adjusted throughout the academic year in response to changing district, site, and student needs.

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

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA  
EXCELLENCE IN TRUSTEESHIP PROGRAM  
Virtual Board Training – Various Dates 2021+

1 Board Member  
(Tina Arias Miller)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA  
ANNUAL TRUSTEE CONFERENCE  
Virtual Conference – May 5-7, 2021

3 Board Members  
(Tina Arias Miller)  
(David Crockett)  
(John Hanna)