

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, May 10, 2021
2323 North Broadway via Zoom
Santa Ana, CA 92706

Pursuant to Governor Newsom’s Executive Order N-29-20, dated March 17, 2021, members of the Board of Trustees of the Rancho Santiago Community College District, staff, and the public will participate in the May 10, 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@rscgd.edu.

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing Gerard_Debra@rscgd.edu. Submissions by email must be received prior to 3:00 p.m. on May 10, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF MAY 10, 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@rscgd.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@rscgd.edu. Submissions by email must be received prior to 3:00 p.m. on May 10, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF MAY 10, 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 April 26, 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 Adoption of Resolution No. 21-07 in Honor of Classified School Employee Week - May 16-22, 2021 Action

The administration recommends adoption of Resolution No. 21-07.

1.8 Presentation on Plan to Implement BoardDocs

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 Legislative Committee
- Board Policy Committee

3.0 INSTRUCTION

- *3.1 Approval of Affiliation Agreement with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc. Action
The administration recommends approval of the affiliation agreement with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc. located in Pomona, California, as presented.
- *3.2 Approval of Education Affiliation Agreement with Western Governors University Action
The administration recommends approval of the education affiliation agreement with Western Governors University located in Salt Lake City, Utah, as presented.
- *3.3 Approval of Standard Clinical Affiliation Agreement with Boys and Girls Clubs of Central Orange Coast Action
The administration recommends approval of the standard clinical affiliation agreement with Boys and Girls Clubs of Central Orange Coast located in Irvine, California, as presented.
- *3.4 Approval of Angel Baseball Location Agreement with Angel Stadium of Anaheim to Hold Santiago Canyon College (SCC) Commencement Ceremony at Angel Stadium of Anaheim on June 14, 2021 Action
The administration recommends approval of the Angel Baseball location agreement with Angel Stadium of Anaheim to hold SCC commencement ceremony at Angel Stadium of Anaheim on June 14, 2021 as presented.
- *3.5 Approval of Professional Services Agreement with Univision Communications, Inc. Action
The administration recommends approval of the professional services agreement with Univision Communications, Inc. located in Los Angeles, California, as presented.
- *3.6 Approval of Speaker Agreement with eLumen for Spring 2021 Action
The administration recommends approval of the speaker agreement with eLumen for Spring 2021, as presented.
- *3.7 Approval of Professional Services Agreement with Link-Systems International, Inc. Action
The administration recommends approval of the professional services agreement with Link-Systems International, Inc., as presented.

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

- *3.8 Approval of Professional Services Agreement with Ting-Pi Joyce Carrigan, Ed.D. Action

The administration recommends approval of the professional services agreement with Ting-Pi Joyce Carrigan, Ed.D. located in Orange County, California, as presented.

- *3.9 Approval of Professional Services Agreement with RX Research Services Incorporated Action

The administration recommends approval of the professional services agreement with RX Research Services Incorporated located in Glendale, California, 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 Action

The administration recommends approval of budget increases/decreases, and budget transfers from April 6, 2021, to April 26, 2021.

- *4.3 Approval of Amendment to Agreement with HPI Architecture for Architectural Design Services for New Johnston Student Center Project at Santa Ana College (SAC) Action

The administration recommends approval of the amendment to the agreement with HPI Architecture for architectural design services for the new Johnson Student Center project at SAC as presented.

- *4.4 Approval of Agreement with BPI Inspection Service for Project Inspection Services for Information Technology Services (ITS) Copper Wire Project at Santa Ana College Action

The administration recommends approval of the agreement with BPI Inspection Service for project inspection services for the ITS copper wire project at SAC as presented.

- *4.5 Award of Bid #1402 for Information Technology Services Copper Wire Project at Santa Ana College Action

The administration recommends awarding Bid #1402 to Amtek Construction for the ITS copper wire project at SAC as presented.

- *4.6 Approval of Amendment to Agreement with PBK Architects, Inc. for Architectural Services for Barrier Removal for East Broadmoor Trail Repairs at Santiago Canyon College Action

The administration recommends approval of the amendment to the agreement with PBK Architects, Inc. for architectural services for barrier removal for the East Broadmoor trail repairs at SCC as presented.

- *4.7 Rejection of All Bids for Bid #1401 for Orange Education Center (OEC) Site Remediation at 1465 North Batavia Street, Orange, California 92867 Action
The administration recommends rejection of all bids for Bid #1401 for the OEC site remediation at 1465 North Batavia Street, Orange, California 92867 as presented.
- *4.8 Approval of Amendment to Agreement with LSA Associates, Inc. for On-Call Traffic Management and California Environmental Quality Act (CEQA) Consulting Services Action
The administration recommends approval of the amendment to the agreement with LSA Associates, Inc. for on-call traffic management and CEQA consulting services as presented
- *4.9 Approval of Amendment to Agreement with MHP, Inc. for On-Call Structural Engineering Services for Various Facility Improvement Projects District-wide Action
The administration recommends approval of the amendment to the agreement with MHP, Inc. for on-call structural engineering services for various facility improvement projects district-wide as presented.
- *4.10 Approval of Agreement with IDS Group, Inc. for Constructability Review Services for Access Control Pilot Projects at Santa Ana College, Santiago Canyon College and Digital Media Center (DMC) Action
The administration recommends approval of the agreement with IDS Group, Inc. for constructability review services for the access control pilot projects at SAC, SCC, and DMC as presented.
- *4.11 Approval of Agreement with Cordoba Corporation for District-wide Americans with Disabilities Act (ADA) Project Management and Planning Consultant Services for Various Sites Action
The administration recommends approval of the agreement with Cordoba Corporation for district-wide ADA project management and planning consultant services for various sites as presented.
- *4.12 Approval of Agreement with Marx|Okubo Associates, Inc. for District-wide Certified Access Specialist (CASp) Project Management and Planning Consultant Services for Various Sites Action
The administration recommends approval of the agreement with Marx|Okubo Architects, Inc. for district-wide CASp project management and planning consultant services for various sites as presented.

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

5.0 GENERAL

- *5.1 Approval of Professional Services Agreement with BrandIQ Action
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related agreement on behalf of the district.
- *5.2 Approval of BoardDocs Services Agreement Subscription with Diligent Corporation Action
The administration recommends approval of the BoardDocs services agreement subscription with Diligent Corporation as presented.
- 5.3 Approval of Board Legislative Committee Recommendations Action
It is recommended that the board review and approve the Board Legislative Committee's recommendations on legislative bills.
- 5.4 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Student Workers
 - f. Educational Administrator Appointments
 - (1) President, Santiago Canyon College
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
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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6.0 HUMAN RESOURCES

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|-----|---|---------------|
| 6.1 | <u>Approval of 2021-2022 Cabinet Permanent Annual Salary Schedule</u> | <u>Action</u> |
| 6.2 | <u>Approval of 2021-2022 Management Salary Schedule</u> | <u>Action</u> |
| 6.3 | <u>Approval of Appointment/Employment Agreement: SCC President</u> | <u>Action</u> |
| 6.4 | <u>Management/Academic Personnel</u> <ul style="list-style-type: none">• Approval of New Job Descriptions• Approval of Interim Assignments/Second Amendments to Employment Agreement• Ratification of Resignations/Retirements• Approval of Leaves of Absence• Approval of 2020-2021 Contract Extension Days• Approval of 2020-2021 Additional Contract Extension Days• Approval of Part-time Hourly New Hires/Rehires• Approval of Non-paid Intern Service Forms and Agreements | <u>Action</u> |
| 6.5 | <u>Classified Personnel</u> <ul style="list-style-type: none">• Approval of Professional Growth Increments• Approval of Changes in Position• Approval of Out of Class Assignments• Approval of Leaves of Absence• Ratification of Resignations/Retirements• Approval of Substitute Assignments• Approval of Miscellaneous Positions• Approval of Instructional Associates/Associate Assistants• Approval of Volunteers• Approval of Student Assistant Lists | <u>Action</u> |

- 6.6 Approval of First Amendment to Professional Services Agreement between Rancho Santiago Community College District and Grand River Solutions, Incorporated Action

The administration recommends approval of the first amendment to the professional services agreement between RSCCD and Grand River Solutions, Incorporated, as presented.

- 6.7 Adoption of Resolution No. 21-08 Authorizing Payment to Trustee Absent from Board Meetings Action

The resolution requests authorization of payment to Mariano A. Cuellar for his absence from the April 26, 2021, board meeting due to a family emergency.

- 6.8 Authorization for Board Travel/Conferences Action

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

- 7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on May 24, 2021.

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

Monday, April 26, 2021

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The Zoom meeting was called to order at 4:38 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, and Mr. Sal Tinajero participated via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Mr. Mariano Cuellar was not in attendance due to a family emergency.

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, Mr. Jose Vargas, and Mr. Alistair Winter. 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. Labrado and seconded by Dr. Arias Miller to remove Item 3.12 (Angel Baseball Location Agreement with Angel Stadium of Anaheim to Hold Santiago Canyon College Commencement Ceremony at Angel Stadium of Anaheim on June 14, 2021) from the agenda. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

1.4 Public Comment

Mr. Morrie Barembaum spoke regarding retiree benefits.

1.5 Approval of Minutes

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to approve the minutes of the regular meeting held April 12, 2021. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

1.6 Approval of Consent Calendar

It was moved by Mr. Tinajero and seconded by Mr. Hernandez to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 3.10 (Amended Apprenticeship Cost Agreements and Hourly Rate Decrease) removed by Mr. Hanna. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

3.1 Approval of Cooperative Agreement No. 20-Puente-CC-45 between The Regents of the University of California on behalf of The Puente Project and Rancho Santiago Community College District on behalf of Santa Ana College (SAC) Fiscal Years 2020-2021, 2021-2022, 2022-2023

The board approved cooperative agreement No. 20-Puente-CC-45 between The Regents of the University of California on behalf of The Puente Project and RSCCD on behalf of SAC fiscal years 2020-21, 2021-22, 2022-23, as presented.

3.2 Approval of Clinical Intern Agreement with California State University, Fullerton (CSUF)

The board approved the clinical intern agreement with CSUF located in Fullerton, California, as presented.

3.3 Approval of Standard Inter-Agency Instructional Services Agreement with City of Rialto

The board approved the standard inter-agency instructional services agreement with the City of Rialto, California, as presented.

3.4 Approval of Educational Affiliation Agreement with Lake Elsinore Unified School District

The board approved the educational affiliation agreement with Lake Elsinore Unified School District located in Lake Elsinore, California, as presented.

3.5 Approval of Renewal of Facilities Use Agreement with Delhi Center

The board approved the renewal of the facilities use agreement with Delhi Center located in Santa Ana, California, as presented.

3.6 Approval of Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement

The board approved the Grand Canyon University and SAC CEP agreement, as presented.

1.6 Approval of Consent Calendar (cont.)

3.7 Approval of Standard Clinical Affiliation Agreement with City of Newport Beach on behalf of Oasis Senior Center

The board approved the standard clinical affiliation agreement with the City of Newport Beach on behalf of the Oasis Senior Center located in Corona Del Mar, California, as presented.

3.8 Confirmation of Santa Ana College Associate Degrees and Certificates Awarded in Fall 2020

The board confirmed the list of recipients of the SAC associate degrees and certificates awarded in Fall 2020, as presented.

3.9 Confirmation of Santiago Canyon College (SCC) Associate Degrees and Certificates Awarded in Fall 2020

The board confirmed the list of recipients of the SCC associate degrees and certificates awarded in Fall 2020, as presented.

3.11 Approval of Angel Baseball Location Agreement with Angel Stadium of Anaheim to Hold Santa Ana College Commencement Ceremony at Angel Stadium of Anaheim on June 1, 2021

The board approved the agreement with Angel Stadium of Anaheim to hold SAC's commencement ceremony at Angel Stadium of Anaheim on June 1, 2021, as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

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

The board approved budget increases/decreases, transfers, and intrafund and interfund transfers from March 30, 2021, to April 12, 2021.

4.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended March 31, 2021

The board approved the CCFS-311Q for the period ended March 31, 2021, as presented.

4.6 Approval of Agreement with DS Group, Inc. for Constructability Review Services for Campus Entrance Improvement Phase 1 Project at Santa Ana College

The board approved the agreement with IDS Group, Inc. for constructability review services for the campus entrance improvement Phase 1 project at SAC as presented.

1.6 Approval of Consent Calendar (cont.)

4.7 Approval of Change Order #1 for Newbuild Construction and Restoration, Inc. for Bid #1395 for Parking Ticket Kiosk Project at Santa Ana College

The board approved change order #1 for Newbuild Construction and Restoration, Inc. for Bid #1395 for the parking ticket kiosk project at SAC as presented.

4.8 Acceptance of Completion of Bid #1395 for Parking Ticket Kiosk Project at Santa Ana College and Approval of Recording a Notice of Completion

The board accepted the project as complete and approved filing a Notice of Completion with the County as presented.

4.9 Approval of Amendment to Agreement with Willdan Engineering for Special Inspection and Material Testing Services for East Broadmoor Trail Repair Project at Santiago Canyon College

The board approved the amendment to the agreement with Willdan Engineering for special inspection and material testing services for the East Broadmoor trail repair project at SCC as presented.

4.10 Approval of Agreement with NV5 West, Inc. for On-Call Special Inspection and Materials Testing Services for Various Facility Improvement Projects

The board approved the agreement with NV5 West, Inc. for on-call special inspection and materials testing services for various facility improvement projects as presented.

4.11 Approval of California Multiple Award Schedule (CMAS) Contract 3-19-70-3411B with SectorPoint, Inc.

The board approved the district's use of the CMAS 3-19-70-3411B awarded to SectorPoint, Inc., including any future renewals, addendums, supplements, modifications, and extensions as presented.

4.12 Approval of Foundation for California Community Colleges (FCCC) Contract 00004353 to CDW Government LLC

The board approved the District's participation in the FCCC Contract 00004353 to CDW Government LLC including future renewals, addendums, supplements, modifications and extensions as presented.

4.13 Approval of Purchase Orders

The board approved the purchase order listing for the period February 14, 2021, through March 27, 2021.

1.6 Approval of Consent Calendar (cont.)

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:

- K12 Strong Workforce Program – Round 3 (District Office \$ 371,293 [DO]) - *Augmentation*
- Strong Workforce Program K-12 Pathway Coordinators \$2,400,000 and K-14 Technical Assistance Providers – Fiscal Agent (DO)

1.7 Recognition of Students

The board recognized Mr. Kenji Taniguchi (in absentia), student at Santa Ana College, and Ms. Leann Simpson, student at Santiago Canyon College, for their scholastic achievements, leadership, and service to the campus community and the Rancho Santiago Community College District.

1.8 Presentation of RSCCD Diversity Report and Draft Equal Employment Opportunity (EEO) Plan

Dr. Narges Rabii-Rakin, Chief Advisor for Academic and Diversity Program, RSCCD, provided a presentation on the RSCCD Diversity Report and Ms. Jean Estevez, District Administrator, Institutional Equity, Compliance & Title IX, RSCCD, provided a presentation on a draft of the EEO Plan. Board members received clarification on data related to the presentations from Dr. Rabii-Raken and Ms. Estevez.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

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

2.3 Report from Student Trustee

No report was provided since Mr. Cuellar was not in attendance.

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

Ms. Christine Gonzales Martinez, Accountant, Santiago Canyon College, 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. Roy Shahbazian, Academic Senate President, Santa Ana College

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Dr. Arias Miller provided a report on the April 15, 2021, Board Institutional Effectiveness Committee meeting.

Mr. Hanna provided a report on the April 19, 2021, Board Facilities Committee meeting.

3.0 **INSTRUCTION**

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

3.10 Approval of Amended Apprenticeship Cost Agreements and Hourly Rate Decrease

Mr. Hanna expressed his intention to abstain from the vote on this item due to a potential conflict of interest and left the meeting at this time. It was moved by Mr. Hernandez and seconded by Dr. Arias Miller to approve the amended apprenticeship cost agreements and hourly rate decrease, as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough; and a vote of abstention by Mr. Hanna. Mr. Tinajero did not respond to an opportunity to vote on this item.

Mr. Hanna returned to the meeting after the vote.

3.12 This item was removed from the agenda during Item 1.3 (Additions or Corrections to the agenda).

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, and 4.6 through 4.13 were approved as part of Item 1.6 (Consent Calendar).

4.4 Quarterly Investment Report as of March 31, 2021

The quarterly investment report as of March 31, 2021, was presented as information.

4.5 Adoption of Resolution No. 21-06 Regarding Expenditure Transfers to Permit Payment of Obligations

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to adopt Resolution No. 21-06 regarding expenditure transfers as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

5.0 GENERAL

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

5.2 Approval of Privileges for Student Trustee

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the following privileges for the student trustee:

- The privilege to make and second motions;
- The privilege to attend closed sessions on matters relating to student discipline;
- The privilege to receive the same compensation for meeting attendance and the amount of that compensation, up to the amount prescribed by Education Code Section 72425;
- The privilege to serve a term commencing on May 15;
- The privilege to serve on board committees;
- The privilege to cast an advisory vote;
- The privilege to attend conferences like any other member of the Board of Trustees.

Mr. Hernandez asked that the motion include the privilege for the student trustee to receive the same communication board members receive with the exception of confidential items. Discussion ensued. It was moved by Mr. Hernandez and second by Mr. Tinajero to postpone action on this item until the May 10 board meeting. The motion to postpone action carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

5.3 Approval of Change of June 2021 Board Meeting Date

It was moved by Mr. Hernandez and seconded by Mr. Crockett to approve the date change of the June 14, 2021, board meeting to June 21, 2021. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

5.4 RSCCD Diversity Report and Draft Equal Employment Opportunity (EEO) Plan

The RSCCD Diversity Report and draft RSCCD Equal Employment Opportunity Plan was presented to the board as information.

5.5 Board Member Comments

Mr. Tinajero reported that the Santa Ana High School (SAHS) Speech and Debate Team recently competed in a state tournament and is hopeful those students will continue their education at Santa Ana College. He reported that he plans to meet with Mr. Martinez and Dr. Flores regarding the Santa Ana Unified School District's Memorandum of Understanding with Santa Ana College.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:36 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 Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Alistair Winter, Assistant Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Marvin Martinez, Chancellor
a. Supplemental Retirement Program, all employees represented and unrepresented
4. Public Employment Appointment (pursuant to Government Code Section 54957[b][1])
 - a. President, Santiago Canyon College
 - b. President, Santa Ana College

RECONVENE

The board reconvened at 8:43 p.m.

Closed Session Report

Mr. Crockett reported the board discussed public employment, labor negotiations and public employment appointments; and the board took no action during closed session.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Revised Job Descriptions
- Approve Leaves of Absence
- Approve 2020-2021 Contract Extension Days
- Approve 2020-2021 Additional Contract Extension Days
- Approve Part-time Hourly New Hires/Rehires

6.2 Classified Personnel

It was moved by Mr. Hernandez and seconded by Mr. Tinajero 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 Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Changes in Salary Placement
- Ratify Resignations/Retirements
- Approve Short Term Assignments
- Approve Additional Hours for Ongoing Assignment
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Approval of Supplemental Retirement Plan through Phase II Systems Corporation dba Public Agency Retirement Services (PARS)

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the supplemental retirement plan through Phase II Systems Corporation dba Public Agency Retirement Services. 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 May 10, 2021.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 8:44 p.m.

Respectfully submitted,

Marvin Martinez, Chancellor

Approved: _____
Clerk of the Board

Minutes approved: May 10, 2021

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

**In honor of Classified School Employee Week
May 16-22, 2021**

Resolution No. 21-07

WHEREAS, classified professionals provide valuable and essential services to the colleges and students of the Rancho Santiago Community College District; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Rancho Santiago Community District's students; and

WHEREAS, classified professionals employed by the Rancho Santiago Community College District strive for excellence in all areas relative to the educational community;

THEREFORE, BE IT RESOLVED, that the Rancho Santiago Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Rancho Santiago Community College District and declares the week of May 16-22, 2021, as Classified School Employee Week in the Rancho Santiago Community College District.

DATED the 10th day of May, 2021.

Marvin Martinez
Secretary to the Board of Trustees

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

To:	Board of Trustees	Date: May 10, 2021
Re:	Approval of Affiliation Agreement with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc.	
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 Affiliation Agreement with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc. (“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 two (2) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Affiliation Agreement with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc., located in Pomona, California, as presented.

Fiscal Impact:	None	Board Date: May 10, 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	

AFFILIATION AGREEMENT

The Agreement is made and entered into this **14TH DAY OF MAY, 2021**, between Rancho Santiago Community College District on the behalf of **SANTA ANA COLLEGE**, hereafter referred to as the "UNIVERSITY" and **CASA COLINA HOSPITAL AND CENTERS FOR HEALTHCARE** and **CASA COLINA CENTERS FOR REHABILITATION, INC.**, hereafter referred to as the "FACILITY."

WHEREAS:

The UNIVERSITY has a curriculum in occupational therapy which awards a degree and is accredited by the ACOTE, the Accreditation Council for Occupational Therapy Education; and,

Clinical experience is required as an integral component of the occupational therapy curriculum and professional preparation; and,

The UNIVERSITY desires the cooperation of the FACILITY and its staff in the development and implementation of the clinical experience and professional preparation of occupational therapy students; and,

The FACILITY will benefit from having professional services delivered to patients of the FACILITY by qualified occupational therapist or occupational therapist assistant students of the UNIVERSITY; and,

The parties have found it to be in the public interest for the FACILITY to join the UNIVERSITY in satisfying the curriculum requirements and professional preparation of occupational therapist and occupational therapist assistant students.

NOW, THEREFORE, the UNIVERSITY and the FACILITY agree to the following terms and conditions for the establishment and operation of a clinical education program.

1. THE PARTIES MUTUALLY AGREE:

- a. That this Agreement shall continue in force and effect from and after May 14th, 2021, and including May 14th, 2023. This Agreement may be renewed for a two (2) year period by mutual consent of both parties. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice, provided that (subject to the other terms of this Agreement) all students currently enrolled in the Program at the FACILITY at the time of notice of termination shall be given the opportunity to complete the Program at the FACILITY.
- b. To pursue the educational objectives for the clinical education experience, devise methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the objectives.
- c. The period of time for each student's clinical experience shall be mutually agreed upon prior to beginning the clinical education program.
- d. The number of students able to participate in the FACILITY's clinical education program will be mutually determined by agreement of the parties and may be altered by mutual agreement, with due consideration given to the clinical space available.

- e. That neither party shall receive any pay or remuneration for participation in this program.
- f. That the FACILITY may request UNIVERSITY to withdraw from the FACILITY's clinical experience training program any student who the FACILITY determines is not performing satisfactorily, or who refuses to follow the FACILITY's administrative and patient care policies, procedures, rules and regulations. Such request shall be in writing and must include a statement of the reason or reasons why the FACILITY desires to have the student withdrawn. UNIVERSITY may withdraw a student from the clinical program any time, upon written notice to the FACILITY.
- g. To not illegally discriminate in the assignment of student occupational therapists on the basis of race, color, disability, sex, religion, national origin, sexual orientation, ancestry, or any other basis prohibited by law.
- h. That the students are fulfilling specific requirements for field experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them, the students are not to be considered employees or agents of either the UNIVERSITY or the FACILITY for any purpose, including Workers' Compensation or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- i. That notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To FACILITY:

Casa Colina Hospital and Centers for Healthcare
 Casa Colina Centers for Rehabilitation, Inc
 255 East Bonita Avenue
 Pomona, CA 91767
 Attention: President/CEO

To UNIVERSITY:

Santa Ana College
 Occupational Therapy Asst. Program
 1530 West 17th St.
 Santa Ana, CA 92706
 Attn: Deborah Hyman OTR/L

- j. To acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- k. That neither shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the UNIVERSITY and the FACILITY.
- l. That any failure by either party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

- m. That if any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- n. That this Agreement shall be governed by the laws of the state of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such action shall be Los Angeles, California.

2. THE FACILITY AGREES:

- a. To designate a Center Coordinator of Clinical Education who will be responsible for the planning and implementation of the clinical education experience. The aforementioned individual shall meet the criteria established by that state's legislative and regulatory agency for the supervision of students in the clinical education setting.
- b. To provide the Center Coordinator of Clinical Education or Clinical Instructor with reasonable time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conferences.
- c. To indemnify, hold harmless, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FACILITY, its agents, or employees.
- d. To structure the clinical experience as needed to meet the objectives of the clinical education experience and professional preparation of occupational therapy students. The FACILITY will attempt to meet the objectives set forth by the UNIVERSITY within the constraints of the FACILITY's physical environment, patient load, and experience available.
- e. To advise the UNIVERSITY of any changes in its personnel, operation, or policies which may affect the clinical education experience.
- f. To provide the assigned students, whenever possible with the use of library resources, reference materials, equipment, and all other items necessary to operate the program at the FACILITY.
- g. To provide all participating students with a copy of the FACILITY's rules, regulations, policies, and procedures with which the students are expected to comply.
- h. To provide for emergency health care of the student in case of accident at the expense of the student.
- i. To permit, upon reasonable request, UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the occupational therapy training program to inspect the clinical facilities, services available for clinical experience, student records, and other materials pertaining to the clinical training program.
- j. To evaluate the performance of the student on a regular basis using the evaluation form provided by the UNIVERSITY or one that is regularly used by the FACILITY. The

FACILITY shall notify the UNIVERSITY, by at least midterm, of any serious deficit noted in that assigned student's ability to accomplish the objectives set forth for that clinical experience. (It will then be the mutual responsibility of the assigned student, Academic Coordinator of the Clinical Education and Center Coordinator of Clinical Education to devise a plan by which the student may be assisted to achieve the stated objectives).

- k. To forward a copy of the student's final written evaluation, upon completion of the clinical education experience, to be received by the UNIVERSITY within five (5) working days.
- l. To comply with all federal, state and local statutes and regulations applicable to the operation of the program, including, without limitation, laws relating to the confidentiality of student records.
- m. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FACILITY or involving employees or agents of the FACILITY; to take prompt and effective remedial action when discrimination or harassment is found to have occurred; and to promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- n. To provide, upon request by any participating student, with such reasonable accommodations at the FACILITY as required by law in order to allow qualified disabled students to participate in the program.
- o. To maintain in full force and effect, at its sole expense Commercial General Liability (including professional and general liability, personal bodily injury, and advertising injury), with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

3. THE UNIVERSITY AGREES:

- a. To assume responsibility for the professional preparation of the student and compliance of the curriculum with the education standards set forth by the American Occupational Therapy Association.
- b. To establish and maintain ongoing communication with the Center Coordinator of Clinical Education of the FACILITY on items pertinent to occupational therapy education and the clinical education of students enrolled in the UNIVERSITY. (Such communication might include, but is not limited to, a description of the experience, student biographical information, policies, faculty qualification, etc.) On-site visits will be arranged when feasible or upon request by the FACILITY.
- c. To refer to the FACILITY only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- d. To inform the student of the FACILITY's requirements for acceptance when applicable.
- e. To have each participating student provide the FACILITY written certification concerning the student's health and any immunization against communicable diseases requested by the FACILITY. Such requests shall be transmitted to the UNIVERSITY on Clinical Education Center Information forms.

- f. To maintain professional and general liability coverage with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, for any participating student.
- g. To supply the Center Coordinator of Clinical Education with an appropriate evaluation instrument for each student's clinical education experience or to accept the instrument regularly used by the FACILITY.
- h. To have each participating student provide, prior to commencement of the clinical experience, such confidential information as may be required by the FACILITY as deemed necessary for the training and guidance of the students, together with the student's authorization for release of such information, as required by law.
- i. To indemnify, hold harmless, and defend the FACILITY, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FACILITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, or employees.
- j. That participating students are not employees of the FACILITY and they will not receive compensation from said FACILITY.
- k. To inform participating students that they must abide by existing rules and regulations of the FACILITY.
- l. To inform participating students that they must be cleared, if required by the FACILITY, from an absence caused by injury or illness, by a physician.
- m. That the student will provide evidence of health insurance coverage, current TB test and livescan test results (if required), CPR/AED, and first aide (if required) at the beginning of the clinical experience.
- n. To provide the FACILITY, upon request, with any documentation of student's competency, including but not limited to, evidence that student's knowledge and experience and competencies are appropriate for his/her assigned responsibilities as required by the FACILITY.
- o. That student will participate in any training and/or competency assessment process the FACILITY deems appropriate for staff assigned as required by FACILITY policies, procedures, and/or licensure.
- p. HIPAA Compliance. The UNIVERSITY agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part142 (collectively, the "Regulations"). The UNIVERSITY shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA

or the Regulations. The UNIVERSITY will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. The UNIVERSITY will promptly report to Casa Colina any use or disclosures, of which the FACILITY becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that the UNIVERSITY contracts with any agents to whom the UNIVERSITY provides Protected Health Information, the UNIVERSITY shall include provisions in such agreements pursuant to which the UNIVERSITY and such agents agree to the same restrictions and conditions that apply to the FACILITY with respect to Protected Health Information. The UNIVERSITY will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by the UNIVERSITY or FACILITY by virtue of this Section 3.p. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition to, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of the Agreement, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.

FACILITY:

**CASA COLINA HOSPITAL AND CENTERS FOR
HEALTHCARE AND CASA COLINA CENTERS FOR
REHABILITATION, INC.**

By: _____
Felice Loverso, Ph.D.
President and CEO

Dated: _____

UNIVERSITY:

SANTA ANA COLLEGE

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

Dated: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Science, Math, and Health Sciences Division

To: Board of Trustees	Date: May 10, 2021
Re: Approval of Education Affiliation Agreement with Western Governors University	
Action: Request for Approval	

BACKGROUND

Western Governors University is a provider of graduate education for students pursuing careers in nursing education. The Bachelor of Science in Nursing (BSN) to Master of Science in Nursing (MSN) program allows students to utilize knowledge and experience and provides students the specific skills needed to take passion and teach it to others. The Western Governors University education curriculum is evidence-based. Competencies for this specialty were derived from the National League for Nursing Nurse Educator standards and the Master’s Essentials for Professional Nursing practice.

ANALYSIS

The Education Affiliation Agreement with Western Governors University (“Agreement”) allows students the opportunity to precept and participate in internships with Santa Ana College (SAC) Health Sciences faculty. In the MSN core of the online nursing program, students will develop knowledge related to complexities of healthcare, access, quality and costs for diverse populations. The nurse educator specialization will cover topics like curriculum development, learning styles, assessment and more while working alongside SAC Health Sciences faculty. This Agreement carries no costs or other financial arrangements and shall remain in effect for five (5) years until May 1, 2026, unless sooner terminated by either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Education Affiliation Agreement with Western Governors University, located in Salt Lake City, Utah, as presented.

Fiscal Impact: None	Board Date: May 10, 2021
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Interim Associate Dean, Health Sciences	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



EDUCATION AFFILIATION AGREEMENT

(based on AAMC Model Agreement)

This Education Affiliation Agreement (“Agreement”), effective on the date of the last signature shown below (“Effective Date”), is made between Western Governors University (“University”) and Rancho Santiago Community College District, a public educational entity, (“District”), located at 2323 North Broadway, Santa Ana, California, 92706, on behalf of Santa Ana College (“Host Agency”), located at 1530 West 17th Street, Santa Ana, California, 92706.

Recitals

WHEREAS, University has accredited programs in the College of Health Professions.

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality, practice experiences for students of University.

WHEREAS, this Agreement is intended and shall be interpreted to meet University’s accreditation standards related to affiliation agreements with affiliates which require at a minimum:

- Host Agency will provide student, and faculty if applicable, access to appropriate resources for student education.
- University is ultimately responsible for the education program, academic affairs, and the evaluation of students.
- University is primarily responsible for the appointment and assignment of faculty members with responsibility for student teaching.
- The shared responsibility of University and Host Agency for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

A. Responsibilities of University

1. University will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of University’s curriculum.

2. University will retain ultimate responsibility for the education and evaluation of its students. University’s representative for this Agreement shall be a faculty member appointed and assigned by University, who will be responsible for student teaching and evaluation provided pursuant to this Agreement.

3. University will advise all students assigned to Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the practice experience. University will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.

4. University will require all participating students to maintain health insurance and provide proof of health insurance to University. Host Agency may request the student provide proof of health insurance prior to beginning of the practice experience.

5. University will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with University. If applicable, Host Agency shall notify the student of any requests for evidence of criminal background test or immunization. University will inform the student of his/her responsibility to provide evidence to Host Agency of any required criminal background checks or immunizations, when requested. Host Agency shall notify University of its requirements of an acceptable criminal background check and required immunizations. University will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to Host Agency's policies and practices, and that the cost of any such test will be paid by the student, if not Host Agency.

6. University will advise students that they are required to comply with Host Agency rules, regulations, and procedures.

7. If requested by Host Agency, University will provide instruction to Host Agency's staff with respect to University's expectations regarding evaluation of University's students at Host Agency.

8. University warrants and represents that it provides occurrence-based professional and commercial general liability insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. University shall maintain and provide evidence of workers' compensation coverage as required by law. If requested by Host Agency, University shall provide a certificate of insurance demonstrating coverage for students completing training at Host Agency.

B. Responsibilities of Host Agency

1. Host Agency has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, Host Agency will provide students and faculty with access to appropriate resources for student education including: a) access to patients at Host Agency facilities in an appropriately supervised environment, as applicable, in which the students can complete University's curriculum; b) student security badges or other means of secure access to patient care areas, if necessary; c) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for students' personal items when at Host Agency; and f) access to call rooms, if necessary.

2. Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Host Agency's facilities, students will have the status of trainees; are not to replace Host Agency staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the practice experience. Host Agency and its staff will provide such supervision of the practice experience as is reasonable and appropriate to the circumstances and to the student's level of training.

3. Host Agency staff will, upon request, assist University in the evaluation of the learning and performance of participating students by completing evaluation forms provided by University and returned to University in a timely fashion.

4. Host Agency will provide for the orientation of University's participating students as to Host Agency's rules, regulations, policies, and procedures.

5. Host Agency agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at Host Agency, Host Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Host Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Host Agency does not have the resources to provide such emergency care, Host Agency will refer such student to the nearest emergency facility. University will define, for its students, who bears financial responsibility for any charges generated.

6. To the extent Host Agency generates or maintains educational records related to the participating student, Host Agency agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Host Agency as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to University's records is required by Host Agency to carry out the program.

7. Upon request, Host Agency will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. Host Agency will provide written notification to University promptly if a claim arises involving a student. Host Agency and University agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. Host Agency will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. Host Agency will notify University's representative if such an action is required.

10. Host Agency shall identify a site coordinator from among its staff who will communicate and cooperate with University's representative to ensure faculty and student access to appropriate resources for the practice experience.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this Agreement and set forth in Exhibit A.

2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between University and Host Agency representatives to resolve any problems or develop any improvements in the operation of the practice experience.

3. University will provide qualified and competent individuals in adequate number for the instruction, evaluation, and supervision of students using University facilities. Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using Host Agency facilities.

4. University and Host Agency will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. University, including its faculty, staff, and students, and Host Agency share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

6. Host Agency may immediately remove from the premises and retains the right to suspend or terminate any student's participation at Host Agency. Host Agency will immediately notify the appropriate office of University in writing if such an action is required and the reasons for such action. University may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. University will notify Host Agency if such action is required.

D. Term and Termination

This Agreement is effective upon execution by both parties and shall be binding as of the effective date and shall remain in effect for five (5) years until May 1, 2026, unless sooner terminated by either party in accordance with this section.

This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at Host Agency will be permitted to complete any previously scheduled assignment at Host Agency.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of Host Agency or University for any purpose. Students will not be entitled to receive any compensation from Host Agency or University or any benefits of employment from Host Agency or University, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Host Agency will not be required to purchase any form of insurance for the benefit or protection of any student of University.

F. Health Insurance Portability and Accountability Act

Students participating in the practice experience pursuant to this Agreement are members of Host Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Host Agency and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to

bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This Agreement will not be assigned by either party without the prior written consent of the other.

I. Indemnification

Each Party shall indemnify, defend and hold the other party, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Each Party agrees to provide the other Party with prompt notice of any such claim or action and to permit the other Party to defend any claim or action, and to cooperate fully in such defense."

J. 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 instrument. For purposes of this Agreement, the exchange of executed copies by facsimile or scanned image shall be treated as originals.

K. No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

L. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated at the end of this Agreement.

M. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

N. Severability

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

O. Headlines

Headlines in this Agreement are for convenience only.

P. Entire Agreement

This Agreement contains the entire agreement of the parties as it relates to this subject matter and may be modified only by a written instrument properly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

UNIVERSITY

HOST AGENCY

By: _____

By: _____

Name: Janelle R. Sokolowich Ph.D., MSN/Ed,RN

Name: Adam M. O'Connor

Title: Academic Vice President/Dean
College of Health Professions

Title: Interim Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Date: _____

University Notice Address:
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107
Attn: General Counsel

Host Agency Notice Address:
Santa Ana College Health Sciences
1530 West 17th Street
Santa Ana, CA 92706

Exhibit A
Program Coordination

The following are designated as the primary contacts to coordinate the academic and clinical aspects of the practice experience under the Agreement.

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University

Contact: healthplacement@wgu.edu

Host Agency*

*If Host Agency has multiple facilities covered under this Agreement, Host Agency will provide a list of facilities covered and a method for contacting the appropriate representative at each facility.

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

To:	Board of Trustees	Date: May 10, 2021
Re:	Approval of Standard Clinical Affiliation Agreement with Boys and Girls Clubs of Central Orange Coast	
Action:	Request for Approval	

BACKGROUND

Students in the Health Sciences/Nursing Program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Standard Clinical Affiliation Agreement with the Boys and Girls Clubs of Central Orange Coast (“Agreement”) will yield appropriate clinical rotation activities for the students in the Health Sciences/Nursing Program.

ANALYSIS

The Agreement allows students the opportunity to participate at a pediatric community site and deliver health education to the pediatric population. It covers the scope of the program’s operations of the facility, as well as other issues relating to the responsibilities for both parties. This Agreement carries no costs or other financial arrangements and shall be effective for five (5) years.

RECOMMENDATION

It is recommended the Board of Trustees approve the Standard Clinical Affiliation Agreement with Boys and Girls Clubs of Central Orange Coast, located in Irvine, California, as presented.

Fiscal Impact:	None	Board Date: May 10, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Interim Associate Dean, Health Sciences	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the “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 Santa Ana College (“College”) located at 1530 West 17th Street, Santa Ana, California, and Boys and Girls Clubs of Central Orange Coast (“Clinical Facility”), located at 17701 Cowan, Suite 110, Irvine, California.

WHEREAS, District and Clinical Facility desire to contribute to community health education;

WHEREAS, College is a duly accredited educational institution that conducts Health Science program(s) (the “Program”);

WHEREAS, District has obtained all necessary licenses, consents and/or approvals to conduct the Program from the State of California and any other applicable government agency;

WHEREAS, Clinical Facility operates a duly licensed health care agency at the address listed above and has obtained all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in a clinical experience rotation;

WHEREAS, District desires to affiliate with the Clinical Facility in order that students may participate in a clinical experience rotation at the Clinical Facility; and

WHEREAS, District and Clinical Facility desire to enter into this Agreement to memorialize their respective rights, duties, and obligations with respect to the clinical experience rotation of students of the College’s Program.

For purposes of this Agreement, the following definitions shall apply:

“District” shall refer to the Rancho Santiago Community College District, its member Colleges, the District’s Governing Board, and each of their trustees, employees, agents, representatives, successors and assigns;

“College” shall refer to Santa Ana College, and each of its employees, agents, representatives and assigns;

“Clinical Facility” shall refer to Insert name of Facility its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The “Program” shall refer to the Clinical training in health science programs; and

NOW, THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation (“Rotation”), in accordance with

standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.

2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.
3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. Applicable Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. 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.
6. Academic Year. The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.
7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).
8. Orientation. Clinical Facility and College shall provide an orientation for assigned students and faculty participating in each rotation.
9. Compliance with Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

In providing the students with the clinical rotation that is the subject of this Agreement, Clinical Facility shall comply with all applicable laws, rules, regulations, statutes, policies, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. Clinical Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
12. Clinical Advisor (Clinical Facility). Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.
13. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
15. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.
16. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.
17. Ongoing Communication. College has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.

18. Materials. College agrees to provide students with all educational material required during the clinical program.
19. Medical Library. Clinical Facility agrees to provide students with access to the Medical Library during its normal business hours, if applicable.
20. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members, nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.

21. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. 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 with coverage for incidental contracts.
- b. Professional liability insurance for staff and 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. Workers' Compensation coverage for staff and students participating in the rotation.
- d. Such other insurance in amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
- e. District will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to Clinical Facility within 10 days of execution of this agreement.

23. 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 with coverage for incidental contracts.
- b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate

- c. Workers' Compensation insurance covering Clinical Facility's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 - d. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
 - e. Clinical Facility will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to District within 10 days of execution of this agreement.
24. Student Health Records. Any student participating in a rotation shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

Any student participating in a rotation shall provide verification of annual T.B. screening, immune status for rubeola, rubella, and chicken pox, hepatitis B (or signed waiver for hepatitis B).

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.

Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. 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).

29. Indemnification. 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.
30. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
31. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
32. Effective Date and Termination. 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.
 - a. Either party may terminate this Agreement without cause by giving sixty (60) 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.
 - b. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 - c. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
33. 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.
34. 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 ten (10) days after mailing.

To Clinical Facility:

Boys & Girls Clubs of Central Orange Coast
17701 Cowan, Suite 110
Irvine, California 92614

To College:
Director of Nursing
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706

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

35. 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.

Signature page to follow.

Clinical Facility

By: _____

Typed Name: Lupita Mena

Title: Director of Family Strengthening

Date: 03/25/2021

Rancho Santiago Community College District

By: _____

Typed Name: Adam M. O'Connor

Title: Interim Vice Chancellor,
Business Operations/Fiscal Services

Date: _____

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

Santiago Canyon College – Office of the President

To:	Board of Trustees	Board Date: May 10, 2021
Re:	Approval of Angel Baseball Location Agreement with Angel Stadium of Anaheim to Hold Santiago Canyon College Commencement Ceremony at Angel Stadium of Anaheim on June 14, 2021.	
Action:	Request for Approval	

BACKGROUND

Since Orange County has moved to the Orange Tier and many of the COVID-19 Pandemic restrictions have been lifted, Santiago Canyon College (SCC) and Santiago Canyon College's Division of Continuing Education (OEC) would like to enter into an Angel Baseball Location Agreement with Angel Stadium of Anaheim ("Agreement") to hold the 2020 and 2021 Commencement Ceremony on June 14, 2021. The use of Angel Stadium is an ideal venue to host this ceremony with the capacity to accommodate graduates and guests while following current CDC Guidelines.

ANALYSIS

The SCC agreement is for \$135,000; however, it is likely that cost will increase given yet to be identified services that might need to be provided by Angel Stadium staff just prior to or during the event. As such, SCC requests approval for up to \$160,000 for this item to allow for needed flexibility. The cost for this Agreement will be paid with the use of the Institutional portion of SCC's Federal Higher Education Emergency Relief Funds ("HEERF") which is allowable under HEERF guidelines. To date, SCC has been awarded a combined total of \$7,804,335 from HEERF I and HEERF 2 of which \$6,866,798 are designated for Institutional costs and is expecting an additional award under HEERF III of approximately \$12,250,000. The SCC and OEC Commencement Ceremony will honor both the Credit and Noncredit graduates from the classes of 2020 and 2021. It is estimated that there will be approximately 700 graduates attending the ceremony and approximately 2,800 guests in attendance.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Angel Baseball Location Agreement with Angel Stadium of Anaheim to hold Santiago Canyon College Commencement Ceremony at Angel Stadium of Anaheim on June 14, 2021 as presented.

Fiscal Impact:	Not to Exceed \$160,000 (HEERF)	Board Date: May 10, 2021
Prepared by:	Jose F. Vargas, Interim President	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



**ANGELS BASEBALL
LOCATION AGREEMENT**

The following are the terms of the agreement (the “Agreement”), dated and effective April 19, 2021, by and between the Angels Baseball LP, a California limited partnership (“ABLP”) and Rancho Santiago College District, on behalf of Santiago Canyon College (“Licensee”), having a principal office address of 2323 N. Broadway, Santa Ana, CA 92706. ABLP and Licensee may individually be referred to as a “Party” or collectively as “Parties”.

1. **PURPOSE.** ABLP hereby grants a license to Licensee to enter and use only that portion of Angel Stadium (the “Stadium”) and the surrounding parking lots (the “Parking Area”) described in ABLP’s map as identified herein and in Exhibit A attached hereto, or as is determined at a later date in writing by ABLP in its sole discretion (those areas licensed are collectively referred to as the “Premises”). The Premises shall be used solely for the purpose of producing the event, “Santiago Canyon College 2021 Commencement” (the “Event”), and for no other purpose whatsoever.

2. **USE OF PREMISES.** This Agreement grants Licensee only the use of the Premises and does not extend to or include any surrounding or contiguous area in or near the Stadium unless specified in this Agreement. The specific location for the Event shall be mutually agreed upon between the Parties, but shall ultimately be determined in ABLP’s sole discretion. Licensee is expressly prohibited from using, entering, or accessing any of the following areas: the visitor or home clubhouses, locker rooms, training facilities, media booths, suites, and any other areas not specifically designated to Licensee as part of the Event. The decision to permit or deny access to allow Licensee to access certain areas of the Premises shall be in ABLP’s sole and absolute discretion. Licensee’s failure to abide by this paragraph shall subject Licensee to immediate removal from the Premises and immediate termination of this Agreement. It shall be Licensee’s sole responsibility to comply with all federal, state, and local orders and guidance relating to COVID-19 procedures and protocols.
 - Licensee is responsible for enforcing the following safety measures:
 - All staff, vendors, employees and guests must wear a face covering while on the Premises (in parking lot or inside) regardless if they are in close contact to other individuals.
 - Temperature checks are mandatory and should be administered to all staff, vendors and participants who will be interacting with staff
 - This cost will be applied as an expense to Licensee
 - Proper social distancing should be clearly marked by Licensee for staff, guests, or vendors
 - Proper signage regarding social distancing and face coverings should be on display in multiple locations of the Premises

3. **TERM.** This Agreement shall commence, and Licensee shall have the right to enter and use the Premises, no earlier than the Move-In Date and Time indicated below, and shall continue through until no later than the “Move-Out Date” and “Move-Out Time” as indicated below. The Event date shall be as indicated below (the “Event Day”), unless sooner terminated as provided in the standard terms and conditions attached to this Agreement (the “Standard Terms”) attached hereto (collectively, the “Term”). Guests and participants of the Event will only be allowed onto the Premises on the Event Day. Event must end no later than 8:30 p.m. (that does not include load out time). If the Event is not completed and guests are not vacated by 9:30 p.m., overtime fees will be imposed on Licensee.

Move-In Date: June 14, 2021

Move-In Time: 10am

Move-out Date: June 14, 2021

Move-out Time: 9:00pm

Event Dates:

Date	Start Time	End Time	Function	Set Up
6/14/2021	630pm	830pm	Commencement	Special

4. **LICENSE FEE.** Upon execution of this Agreement, Licensee shall pay to ABLP a license fee in the amount listed below, and in accordance with the payment schedule and plan below (the “License Fee”). Unless otherwise stated in this Agreement, the total amount of the License Fee shall be due and payable by contract signing. All additional events are subject to an additional license fee, which ABLP reserves the right to determine the license fee for each additional event.

License Fee: \$135,000.00

Expenses Amount: Included in License Fee (*See Below for list of inclusions/ additional expenses may apply if guest count is increase)

Total Balance Due: \$135,000.00

See payment schedule below:

Deposit/Payment Amount	Due Date
\$67,500.00	5/15/2021
\$67,500.00*	6/10/2021

***The final invoice will be based on the remaining balance plus any additional items added by licensee.*

In addition to the payment of the License Fee, Licensee shall reimburse ABLP for all direct labor, material, supply and service costs (included in above licensee fee) plus any and all out-of-pocket expenses incurred (if exceeds what is outlined below in the expenses allocation) by ABLP in the production and hosting of the Event (collectively, the “Expenses”) upon an itemized invoice submission. Both the Deposit, if applicable, and the Licensee Fee shall be non-refundable, unless expressly stated otherwise in this Agreement. Unless otherwise explicitly stated directly above, Licensee shall be responsible for all other elements, service, labor, and equipment for conducting the Event.

Event Rental Includes:

- a) Use of Premise
- b) Ticketing – Angels Baseball LP approved Ticket Manifest for ticketing and seating guide – ABLP recommends no more than (1) student ticket and (4) guest tickets to best accommodate all guests
- c) Staging (*additional expenses may apply if Licensee adds items outside of \$17,500 allotment*)
- d) Stage Plants
- e) Trash Cans

- f) Tables
- g) Chairs
- h) Restroom Facilities
- i) Green Rooms for Speakers
- j) Use of Outfield Boards
- k) Parking for Attendees

Expenses:

- a) Facilities Labor/ Cleaning
- b) Stadium Ushers
- c) Stadium Ticket Takers
- d) Guest Relations Staffing
- e) Parking Attendants
- f) Security Staffing
- g) CSC Security Staffing
- h) Canine Team
- i) EMTs/Onsite Medical Response Team
- j) Outfield Board Operators
- k) Camera Operators
- l) Sound Electrician
- m) (30) Second Firework Show

Expenses Not Included:

- n) Food and Beverage
- o) Parking Lot Stages

5. FOOD & BEVERAGE CONCESSIONS/SIGNAGE.

5.1 All food and beverage sales (including catering) and distributions shall remain under the sole control of ABLP and its designee, Legends Hospitality, LLC (“Legends”). No alcoholic beverages shall be permitted unless expressly agreed to in this Agreement.

- i. Licensee shall not have any control over the sale or distribution of food or beverage products in or around the Premises at any time including during the Event, unless prior written approval is granted by ABLP.
- ii. Licensee shall not have or assert any right to share in the revenues or receipts from such food or beverage concessions. ABLP shall retain and control all such revenues.
- iii. If Licensee has been granted the express written permission by ABLP to serve alcohol at Licensee’s Event, Licensee must enter into a subsequent written agreement prior to the Event for such beverage services.

5.2 Merchandise Sales. Merchandise sales shall remain under the sole control of ABLP and its designee.

5.3 Parking. ABLP will provide all parking lot staffing and traffic control for the Event, and shall. Parking will be \$0.00 to all attendants for the Event.

6. INSURANCE.

6.1 Licensee agrees to maintain at its own expense and in full force and effect during the Term hereof, insurance in limits set forth in Paragraph 6.2, below. All such insurance required hereunder shall be with companies and on forms acceptable to ABLP and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to ABLP. All insurance shall be written by companies authorized to conduct business in the State of California and with a BEST Guide rating of B + VII or better. Prior to the Event, Licensee shall provide to ABLP certificates of insurance and endorsements adding the following parties as additional insured parties with respect to the liabilities assumed herein by Licensee: (i) Angels Baseball LP, its parent, affiliated and related companies and their respective officers, directors, agents and employees; (ii) Legends Concessions LLC; (iii) Angels Baseball Foundation; (iv) LAA1, LLC dba KLAA AM830; and (v) the City of Anaheim and Anaheim Public Improvement Corporation (collectively, the "City"). All of the aforementioned parties shall be collectively referred to as the "Additional Insureds".

6.2 Licensee will obtain insurance in the following amounts:

i.	GENERAL LIABILITY – PRIMARY COMMERCIAL GENERAL LIABILITY	
	GENERAL AGGREGATE	\$5,000,000
	PRODUCTS COMPLETED OPERATION	\$5,000,000
	PERSONAL & ADVERTISING INJURY	\$5,000,000
	EACH OCCURRENCE	\$5,000,000
	FIRE DAMAGE (ANY ONE FIRE)	\$5,000,000
	MEDICAL EXPENSE (ANY ONE PERSON)	\$10,000
ii.	GENERAL LIABILITY – EXCESS COMMERCIAL GENERAL LIABILITY	
	GENERAL AGGREGATE	\$5,000,000
	PRODUCTS COMPLETED OPERATION	\$5,000,000
	PERSONAL & ADVERTISING INJURY	\$5,000,000
	EACH OCCURRENCE	\$5,000,000
	FIRE DAMAGE (ANY ONE FIRE)	\$5,000,000
	MEDICAL EXPENSE (ANY ONE PERSON)	\$5,000,000
iii.	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	
	<i>WORKERS COMPENSATION - STATUTORY LIMITS</i>	
	EMPLOYERS' LIABILITY EACH ACCIDENT	\$1,000,000
	EMPLOYERS' LIABILITY DISEASE - POLICY LIMIT	\$1,000,000
	EMPLOYERS' LIABILITY DISEASE - EACH EMPLOYEE	\$1,000,000

a. Certificates of Insurance and the corresponding endorsements for primary and excess general liability, and workers' compensation coverage will be furnished prior to the first date on which Licensee is to enter the Premises and perform services on the Premises. The cost of insurance will be borne solely by the Licensee.

b. The Certificate of Insurance must specifically state that any and all deductible(s) of the Licensee's policy does not apply to any additional insured party. In the event that Licensee cancels any of the aforementioned required policies or additional insured coverage, Licensee must provide ABLP with at least two (2) days advance written notice informing ABLP of such cancellation of policy. Notices by fax or e-mail will not be accepted or acknowledged.

c. Licensee shall be required to obtain and maintain worker's compensation insurance in amounts equal to the statutory limits if it is required, or becomes required, by applicable law, or where Licensee is found to have employees at the Event or Licensee chooses to use current employees during the Event.

7. **EJECTION**. Licensee acknowledges that ABLP, its officers, employees and agents shall have the absolute right to refuse admission to, or cause to be removed from, the Premises any person (including, without limitation, Licensee's artisans or workmen) deemed by ABLP or such officer, employee or agent to be undesirable or displaying objectionable or improper conduct, in each case without any liability on ABLP's part for such refusal or ejection, or for any other reason whatsoever. Without limitation or condition, Licensee shall indemnify and hold ABLP harmless from any and all claims arising out of any refusal or removal of any person pursuant to this section.

Licensee acknowledges and agrees that, due to the nature of the Event, a large number of minors may be in attendance of the Event. Accordingly, Licensee shall use all reasonable efforts to insure such minors are properly supervised. **UNDER NO CIRCUMSTANCES SHALL ALCOHOL BE PERMITTED ONTO THE PREMISES.** If it is discovered during the Event that Licensee or any of its guests is under the influence or in possession of any alcohol or controlled substances, Licensee will be immediately removed from the Premises, and no further obligations or refunds shall be owed to Licensee thereafter.

8. **NOTICES**. Any notice, invoice, or other communication required or permitted hereunder shall be in writing and shall be deemed given upon: (i) the personal delivery to an officer of the party to be notified; (ii) transmission by facsimile transmission to the facsimile number set forth below; or (iii) pick up by overnight courier or deposit in a mailbox for a United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below, or other addresses or facsimile numbers as designated by either party by written notice to the other as provided herein:

If to Licensee:

Santiago Canyon College
8045 E. Chapman Ave.,
Orange, CA 92869
Attn: Jose F. Vargas, Interim President

If to ABLP:

Angels Baseball LP
2000 Gene Autry Way
Anaheim, California 92806
Attn: Courtney Wallace
Director, Special Events
Fax: 714-940-2062

With a copy to:

Angels Baseball LP
2000 Gene Autry Way
Anaheim, California 92806
Attention: Legal Department
Fax: 714-940-2251

Notice by email will not be effective under this Agreement.

9. OUTSIDE CONTRACTORS.

9.1 Licensee may not contract with any outside vendors or third parties for the Event without ABLP's prior written approval. Licensee acknowledges and agrees that it is the sole licensee for the Event. Further, if Licensee receives full written consent by ABLP to use a vendor, Licensee shall require all third party vendors to enter into an agreement with ABLP, and Licensee will require all vendors to comply with any additional requirements set forth by ABLP. ABLP may require Licensee to obtain additional insurance coverage as a result of bringing in outside vendors. If Licensee is granted written permission to have outside vendors at the Event, Licensee shall provide a list of all third party vendors Licensee expects to have at the Event to ABLP at least 2 weeks prior to the Event Day. ABLP reserves the right to approve or deny any or all third party vendors in its sole discretion. Any changes requested by Licensee, and thereafter approved in writing by ABLP, within 2 weeks prior to the Event Day may subject Licensee to additional charges.

9.2 In the event of a conflict between this Agreement and any agreement between Licensee and a third party, this Agreement shall control. Failure to follow the terms of this Section shall subject Licensee and any third parties to immediate removal from the Premises, and will be considered a material breach of this Agreement. A breach of this policy set forth in this Section 9 will result in immediate removal of Licensee from the Premises and immediate cancellation of the Event. No exceptions or refunds will be given in these circumstances.

10. ACTIVITIES PROHIBITED

Notwithstanding the foregoing, the following activities and types of vendors will be strictly prohibited from the Premises at all times:

- Inflatables or any inflatable rental company;
- Mechanical Amusement Rides;
- Wild animals or petting zoos;
- Aircrafts (including drones);
- Alcohol;
- Spectators inside of the Stadium, on the route, or in the seating bowl;
- Fireworks; and/or
- Hot air balloons.

11. The attached Standard Terms are incorporated as part of this Agreement, and Licensee acknowledges that Licensee has reviewed the Standard Terms and agrees to be bound by the provisions thereof. The Standard Terms may be modified only upon mutual agreement of Licensee and ABLP.

12. Except as otherwise specified in the Standard Terms and Conditions, below, this Agreement shall be non-cancelable.

13. This Agreement or any supplement or amendment hereto shall not be valid or effective unless and until approved in writing by an authorized representative of Licensee and ABLP's Ballpark Operations or Legal Department and accepted by the Senior Vice-President, Finance and Administration, President, or Chairman of ABLP.

14. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an

original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement as of the date first written above.

ANGELS BASEBALL LP

By: Courtney Wallace Date: 4/29/21

Its: Director, Special Events

“LICENSEE”

By: _____ Date: _____
Adam M. O'Connor

Its: Interim Vice Chancellor, Business Operations/Fiscal Services

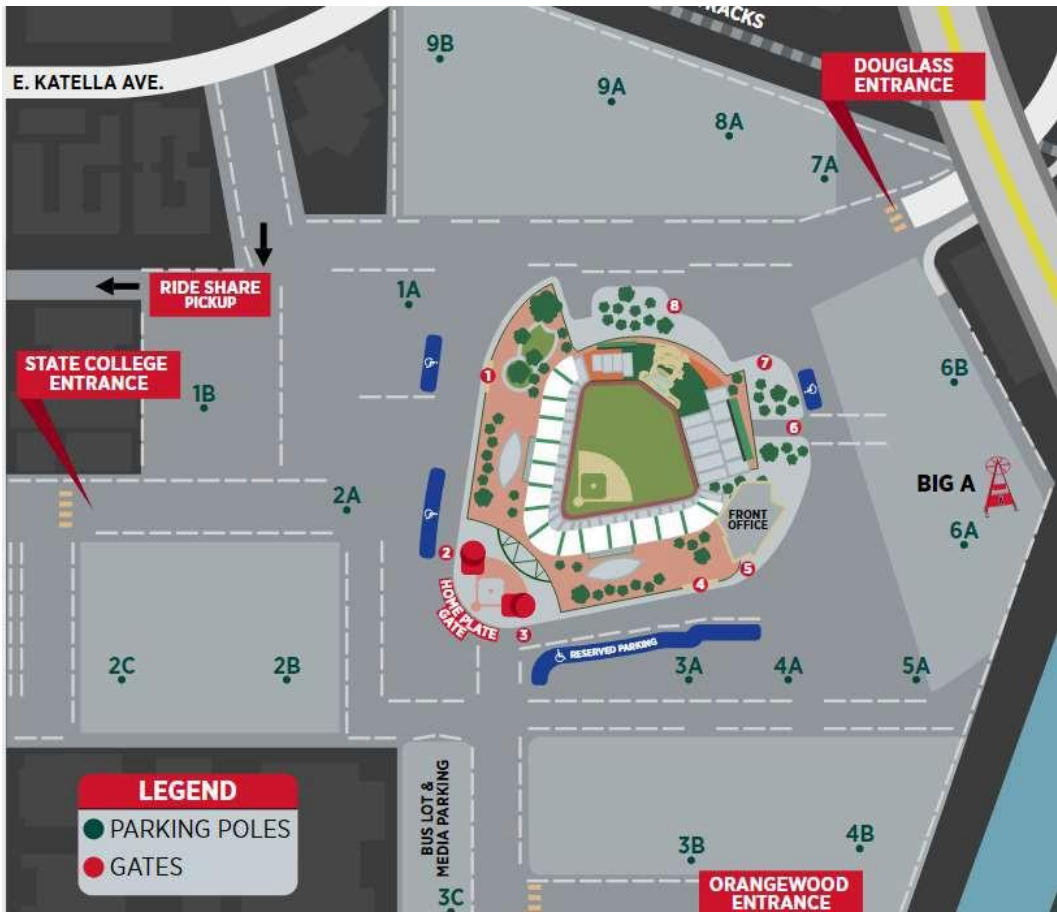
Accepted by: _____

Its: _____

CW: _____ AW: _____

**EXHIBIT A
THE PREMISES**

The area tentatively assigned to Licensee for the Event are highlighted and summarized below. All areas licensed to Licensee are subject to change in ABLP’s sole discretion, and ABLP shall have the right to move the Event in ABLP’s sole discretion.



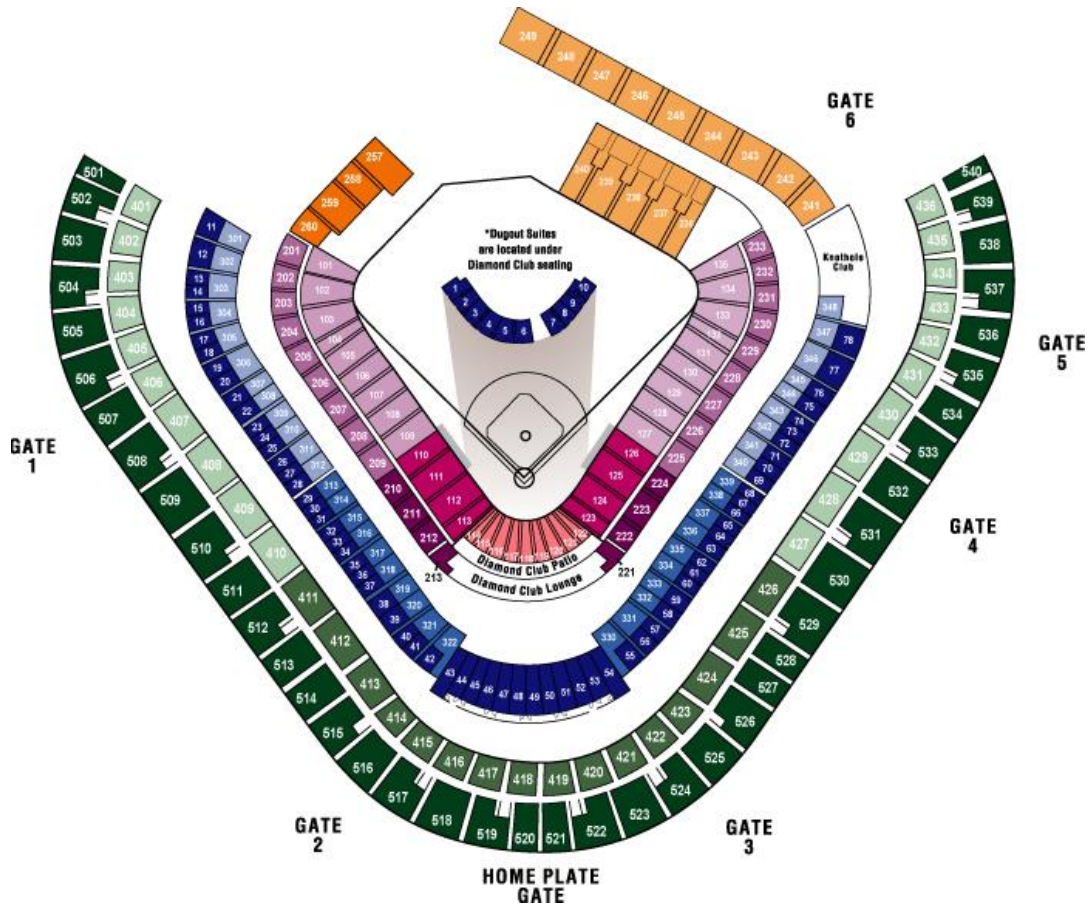


EXHIBIT B

STANDARD TERMS AND CONDITIONS TO LOCATION AGREEMENT

The following sets forth the Standard Terms and Conditions to the Location Agreement (the “Main Agreement”) between ABLP and Licensee. Capitalized terms used herein not otherwise defined shall have the same meaning as the Main Agreement. The Main Agreement and these Standard Terms and Conditions are collectively referred to as the “Agreement.”

1. License.

1.1 ABLP hereby grants a license to Licensee to enter and use only that portion of the Stadium described in the Main Agreement (the “Premises”). The Premises shall be used solely for the purpose of producing the event set forth in the Main Agreement (the “Event”), and for no other purpose whatsoever.

1.2 This Agreement grants Licensee only the use of the Premises and does not extend to or include any surrounding or contiguous area in or near the Stadium unless specified in this Agreement.

2. License Fee.

2.1 Upon execution of this Agreement, Licensee shall pay to ABLP a non-refundable deposit by cash, certified check or cashier’s check in the amount set forth in the Main Agreement. The License Fee shall be applied against any monetary obligations of Licensee under this Agreement.

2.2 As consideration for Licensee’s use of the Premises for the Event, the Licensee shall pay the amount set forth in the Main Agreement, which shall only include those services and items explicitly set forth under the Main Agreement. Unless otherwise set forth in the Main Agreement, the License Fee shall only cover the rental of the Premises, and shall not include any additional costs or expenses owed by Licensee for any additional staffing or other costs incurred by ABLP.

2.3 Unless otherwise set forth in the Main Agreement, the Licensee Fee payable for the Event shall be payable in full prior to the first date that Licensee is granted permission to enter on to the Premises. In the event that some or all of the Licensee Fee is payable by an agent or affiliate of Licensee, Licensee shall remain responsible for ensuring timely payment of the License Fee to ABLP and in the event Licensee’s agent or affiliate fails to timely

pay its applicable portion of the License Fee, ABLP, in addition to its legal rights and remedies, shall require full payment from Licensee and Licensee's failure to make full payment shall be deemed a breach of this Agreement in accordance with these Terms and Conditions. Time is of the essence with respect to all Licensee Fee payments. Payment or receipt or acceptance of any payment in an amount less than the amount required to be paid under this Agreement shall not be deemed an accord and satisfaction, or a waiver of the right to receive and recover the full amount due and payable under this Agreement, notwithstanding any statement to the contrary on any check or payment or on any letter accompanying such check or payment.

2.4 In addition to the payment of the License Fee, Licensee shall reimburse ABLP for all direct labor, material, supply and service costs, plus out-of-pocket expenses incurred by ABLP in the production and hosting of the Event (collectively, the "Expenses") which reimbursement shall be due to ABLP immediately after conclusion of the Event. ABLP will provide Licensee an expense estimate, outlining the expected labor and other costs for the production of the Event.

2.5 ABLP shall furnish general lighting from the permanent fixtures and equipment in the Premises and heat or air conditioning (as applicable) and water for normal usage; provided, however, ABLP's inability to furnish utilities from circumstances beyond the control of ABLP shall not be considered a breach of this Agreement. All costs of providing such utilities shall be deemed a part of, and added to, the Expenses.

2.6 Licensee shall perform and/or furnish all labor, materials, plans, tools, supplies, equipment, services, transportation, scaffolding, permits, licenses, supervision, and inspection necessary to complete its obligations under this Agreement. It is Licensee's sole obligation to provide everything prior to entering the Premises. Nothing herein shall obligate ABLP or any of its affiliates to design, create, construct, set up, remove, tear down or store any equipment, tools, or other property of Licensee (including, but not limited to, kiosks, canopies, tents, temporary structures, signs, booths, etc.). In the event that ABLP or any of its affiliates agree to design, create, construct, set up, remove, tear down and/or store any equipment, Licensee hereby releases ABLP and its affiliates of and from any and all claims, causes of action, damages, liabilities or expenses arising out of design, creation, construction, set up, removal, tear down and/or storage of the equipment.

3. Acceptance and Use.

3.1 Licensee acknowledges and represents to ABLP that it has thoroughly inspected and examined the Premises and the Stadium and that it is familiar with the physical condition and state of repair thereof and Licensee does hereby agree to accept the Premises in its existing condition and state of repair, "as is." Licensee shall be solely responsible for preparation of the Premises for the Event and ABLP shall not pay any expenses or payments for such preparation. Licensee shall also be responsible for restoring the Premises and the portion of the Stadium used for the Event back to its original condition upon expiration of the Event and termination of the Agreement. In the event that Licensee desires to use ABLP's staff or services for preparation of the Event, or in the event that ABLP has to restore the Stadium and Premises used for the Event back to its original condition upon expiration or earlier termination of the Agreement, Licensee shall reimburse ABLP for such expenses and costs of such preparation and/or restoration and further agrees to pay any and all expenses incident to ABLP's preparation of the Premises for the Event and for restoring the Premises and the Stadium to their original condition upon expiration or earlier termination of this Agreement, ordinary wear and tear excepted, and subject further to the provisions set forth in the Main Agreement.

3.2 Licensee may use the Premises solely for

presenting the Event and for no other purpose or activity. Licensee shall not (a) use or permit the use of the Premises or any part thereof in any way which would violate this Agreement or for any unlawful purposes or in any unlawful manner or (b) suffer or permit the Premises or any part thereof to be used in any manner or anything to be done or anything to be brought into or kept on the Premises which, in the judgment of ABLP, impairs or tends to impair or interfere with the character or reputation of ABLP or the appearance of the Premises or violates the Lease.

3.3 Licensee shall comply with all laws, statutes and ordinances (including, without limitation, the Americans with Disabilities Act) and the orders, rules and regulations, directives and requirements of all Federal, State, County and Municipal authorities. In addition, Licensee shall obtain and maintain, at its sole cost and expense, all such permits and licenses as may be required for the Event, including, but not limited to, any necessary business licenses and any ASCAP, BMI and SEESAC licenses. Licensee represents and warrants that all copyrighted music will be performed or produced with the express permission from the copyright owner, and Licensee hereby agrees to indemnify, defend and hold harmless ABLP from any claims and costs, losses, demands, suits or liability, including attorney's fees, that might arise out of, relate to, or result from the use or claimed use of copyrighted material. The obligations in this Article 3.4 are to be read in conjunction with, and are inclusive of, the obligations contained in Article 26, below.

3.4 Licensee shall comply, and cause everyone it hires to comply with all rules, orders, regulations or requirements of the Board of Fire Underwriters or any other similar body and shall not do or permit anything to be done in or about the Premises, or bring or keep anything therein, except as permitted by the Fire Department, the Board of Fire Underwriters, or any other governmental authority having jurisdiction over the Premises. No gasoline, acetylene or other fuel or other combustible or hazardous substances (including, without limitation, fireworks or similar materials) will be permitted in, on or around the Premises without the prior written consent of ABLP. Any decorating or other work, and all material needed for such, done or furnished by Licensee shall be subject to the prior written consent of ABLP and, if necessary in ABLP's sole judgment, the Fire Department, and unless so approved will be subject to immediate removal by ABLP at Licensee's sole cost and expense. All decorations and other combustible materials must be fireproofed, and if applicable and at ABLP's request, Licensee shall deliver to ABLP a flameproofing certificate in form and substance satisfactory to each local governmental authority having jurisdiction over the Premises. In the event Licensee fails to comply with this provision, ABLP shall have the right to impose additional charges and provide an invoice to Licensee, which shall be determined in ABLP's sole judgment, to compensate ABLP for any injury to its property, including its goodwill.

3.5 Licensee understands and agrees that ABLP shall have the right to cancel or interrupt the Event if, in its sole and absolute judgment, such act is necessary in the interest of public safety, and Licensee hereby waives all claims for damages, compensation or otherwise due to such cancellation or interruption, including, without limitation, claims for loss of revenue. But in the event of a disagreement, ABLP's judgment shall be final and binding. Licensee shall use reasonable efforts to cause its employees, agents, contractors, licensees, patrons, and guests to abide by such reasonable rules and regulations as may from time to time be established by ABLP for the use, occupancy and operation of the Premises, including, without limitation, the Stadium's no-smoking policy. ABLP shall have the right to halt any Licensee vehicle inside the Premises, such

as a forklift or work cart that ABLP deems, in its sole discretion, is being operated in a dangerous or unsafe manner.

3.6 Subject to ABLP's prior written approval, Licensee may not contract with third parties for the Event. Licensee acknowledges and agrees that it is the sole licensee for the Event. Further, if Licensee receives full written consent by ABLP to contract with any third parties, Licensee shall require all third party vendors to enter into an agreement with ABLP prior to any third party entering the Premises. Failure to follow the terms of this provision will result in ejection of Licensee and any third party from the Premises, and this Agreement shall Licensee. ABLP shall have the final approval over all third parties. In the event of a conflict between this Agreement and any agreement between Licensee and a third party, this Agreement shall control.

4. Advertising Rights and Signage.

4.1 Advertising rights and signage in or around the Stadium shall remain under the sole control of ABLP and its designees.

4.2 Licensee shall not have any control over the advertising or signage in or around the Stadium at any time including during the Event and Licensee shall not have or assert any right to share in the revenues or receipts from such advertising rights or signage.

4.3 Without limiting the foregoing, Licensee shall not cover, block or in any manner obscure the visibility of advertising or signage within the Stadium. All advertising and signage of ABLP and its designees will remain lit and/or displayed during all events open to the public.

4.4 Licensee will not install or permit the installation of any permanent or temporary advertising or signage within or around the Stadium without the prior written consent of ABLP, which consent may be withheld in ABLP's sole discretion. This provision shall apply to both commercial and non-commercial signs, except that it shall not extend to hand-held signs held by persons in attendance at the Event that do not contain any commercial message.

4.5 Licensee shall be responsible for the safety and health-related policies and procedures relating to the guests of the Event and services provided by Licensee at Event, and ABLP may, but is not required to, impose reasonable additional consistent or more stringent safety and health-related policies and procedures.

5. Waivers. To the extent necessary in the judgment of Licensee, Licensee shall obtain waivers from any and all participants in Licensee's Event. All such waivers shall include the following as part of the released parties: Angels Baseball LP, the Angels Baseball Foundation, LAA1, LLC dba AM830 KLAA, the City of Anaheim, and the Anaheim Public Improvement Corporation.

6. Alterations. Licensee shall make no alteration, installation, addition or improvement in or to the Premises without the prior written consent of ABLP. In addition, Licensee shall not display or erect any lettering, signs, pictures, notices, posters or advertisements upon any part of the Premises without the prior written consent of ABLP, which such consent shall not be unreasonably withheld.

7. Advertising, Promotion, and Publicity.

7.1 Licensee agrees that any promotional material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for Licensee and containing reference to the Premises, Stadium, the Parking Area, or the Facility, shall be subject to the prior written consent of ABLP; provided, however, that such promotional material must not use any mark, trademark or service mark of ABLP and anything of or involving Angel Stadium of Anaheim. ABLP's consent to allow use of ABLP's marks and intellectual property in writing in its advertising shall not constitute a waiver of this Section 7.1.

8. Personnel.

8.1 It shall be Licensee's sole responsibility to furnish, at Licensee's sole cost, expense and risk, all crowd control personnel

deemed necessary by ABLP for the Event, including, but not limited to, ticket sellers, ticket takers, ushers, security personnel, police (as may reasonably necessary to maintain law), emergency medical services (first aid), porters, maids, restroom attendants, and such other personnel as ABLP, in its reasonable discretion, shall deem necessary for the Event. Licensee shall coordinate with ABLP to ensure proper staffing and personnel, and all risk shall be borne by Licensee with regard to staffing and personnel.

10. Insurance. Licensee agrees to maintain insurance in limits set forth in the Main Agreement. This Agreement shall not remain effective in the event Licensee does not have insurance in such limits and on such terms as is designated in the Main Agreement.

11. Indemnification.

11.1 Notwithstanding anything contained in this Agreement and without condition, Licensee agrees to defend, indemnify and hold ABLP, The Angels Baseball Foundation, LAA1 LLC dba KLAA AM830, the City of Anaheim, the Anaheim Redevelopment Agency, the Anaheim Public Improvement Corporation, and each of their respective owners, partners, officers, affiliate companies, directors, employees and agents (the "Indemnified Parties") harmless from and against any and all claims, damages, suits, causes of actions, demands, liabilities, losses, attorneys' fees and expenses arising out of, or in any way resulting from, (i) Licensee's use of the Premises, the Stadium, or the Parking Area, (ii) the Event, irrespective of the staffing, layout or nature of the damage arising therefore, (iii) injuries to persons attending the Event as Licensees invitees, guests, employees, contractors, vendors, press, or any other person present and/or attending or participating in the Event, (iv) set-up and take-down of the Event on days before and after the Term, (v) the use of any of ABLP's intellectual property, (vi) any fines or penalties or suits incurred by reason of Licensee's violation of applicable laws, (vii) any errors, omissions, negligence, willful misconduct, or fraud in the performance of professional services by Licensee, (viii) any issues, complaint, penalty, or lawsuit arising out of the service of any and all alcoholic beverages during the Event, (ix) any applicable sales or other taxes due from or on behalf of Licensee on any sums paid by Licensee (excluding only income taxes payable to ABLP on such sums) regardless of whether such taxes must be collected by ABLP on behalf of the taxing authority and regardless of whether Licensee shall challenge the assessment or amount of such taxes, or related to the Event generally, or (x) the breach of any representation, covenant or condition herein. The preceding indemnification obligations shall not apply in the case of ABLP's sole negligence or willful misconduct.

11.1.1 Without limiting the effect of the foregoing provision, Licensee hereby assumes full responsibility for, and shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all demands, claims, suits, causes of action, whether at law or in equity, and/or liability, including, without limitation, any and all court costs and reasonable outside attorney's fees, arising out of, resulting from, or incident to any injuries and/or damages sustained by Licensee's employees, contractors, subcontractors, agent, and affiliates, whether to their persons and/or property while such persons and/or entities are on the Premises for the purpose of conducting or engaging in the Event, except to the extent that such claims and/or liability arise out of ABLP's willful misconduct or sole negligence.

11.2 ABLP shall give notice to Licensee after ABLP receives actual notice of any claim as to which indemnity may be sought hereunder, and ABLP shall permit Licensee (at the expense of Licensee) to assume the defense of any claim or

litigation resulting therefrom, provided, that: (i) counsel for Licensee who shall conduct the defense of such claim or litigation shall be approved by ABLP, however, such approval shall not be unreasonably withheld; (ii) ABLP may participate in such defense at its own expense; and (iii) the omission by ABLP to give notice as provided herein shall not relieve Licensee of its indemnification obligations hereunder.

11.3 Licensee shall not, except with the prior written consent of ABLP, consent to entry of judgment or administrative order or enter into any settlement that (i) could affect the intellectual property rights or other business interests of ABLP, or (ii) does not include as an unconditional term thereof the giving by the claimant or plaintiff to ABLP and the City of Anaheim of a release from all liability with respect to such claim or litigation.

11.4 In the event that Licensee does not accept the defense of any matter as above provided, refuses, delays, or fails to respond to the request by ABLP for defense of any matter as above provided, ABLP shall have the full right to defend against any such claim or demand, and shall be entitled to settle or agree to pay in full such claim or demand, in its good faith discretion. In such event, Licensee will pay to ABLP any and all costs incurred by ABLP in conducting such defense, including the payment of any settlement or judgment, without a claim for set off, reduction, limitation, or other challenge to such costs.

11.5 Licensee shall give notice to ABLP promptly after Licensee has knowledge of any claim as to which indemnity may be sought hereunder, and Licensee shall permit ABLP to assume the defense of any claim or litigation resulting therefrom, provided, that: (i) counsel for ABLP who shall conduct the defense of such claim or litigation shall be reasonably satisfactory to Licensee; and (ii) Licensee may participate in such defense, but only at Licensee's own cost and expense.

12. Alterations. Licensee shall make no alteration, installation, addition or improvement in or to the Premises, the Stadium, and the Parking Area without the prior written consent of ABLP. In addition, Licensee shall not display or erect any lettering, signs, pictures, notices, posters or advertisements upon any part of the Premises the Stadium, or the Parking Area without the prior written consent of ABLP.

13. Damage to the Premises. Licensee shall be responsible for any damage to the extent caused by, or resulting from, Licensee's use, or any Event guests' use, of the Premises, the Stadium, the Parking Area or the Facility, or resulting from the Event whatsoever. The Premises, the Stadium, and the Parking Area shall be returned to ABLP in the same condition as when possession was received by Licensee, reasonable wear and tear excluded. Licensee shall pay to ABLP the cost of any repairs or replacement required to be made to the Premises, the Stadium, or the Parking Area, or equipment located therein as a result of the use thereof by Licensee or its agents, employees, contractors, patrons, guests, invitees or any persons admitted to the Premises, the Stadium, the Parking Area by Licensee. Licensee agrees to immediately pay to ABLP costs of repair or replacement for any and all damages related to the Event to the extent caused by Licensee or its agents, employees, contractors, patrons, guests, invitees or any persons admitted to the Premises by Licensee in order to restore the Premises, the Stadium, the Parking Area, or other parts of ABLP's premises affected by the Event to a condition equal to that at the time this Agreement went into effect.

14. Entrances and Exits. The entrances and exits at the Stadium shall be locked or unlocked during the Event as Licensee may direct, subject to (a) ABLP's approval, (b) all applicable Federal, State, County and municipal rules and regulations, and (c) the lawful directions of any public officials at the Premises. ABLP shall, at Licensee's expense (which shall be deemed a part of, and added to, the Expenses), maintain such guards and

police as ABLP shall deem reasonably necessary at all entrances and exits to the Stadium at all times when such entrances and exits are unlocked. All materials and equipment required by Licensee for the presentation of the Event shall be brought into or removed from the Premises only at entrances and exits designated by ABLP. The total number and weight of vehicles which may enter the Premises at any one time shall be determined by ABLP in its sole discretion.

15. Non-Exclusive Use. Licensee acknowledges that in addition to the use of the Premises by Licensee as contemplated by this Agreement, the Stadium and various parts thereof may be used for activities other than the Event and that in order for the Stadium to operate as efficiently as practicable, it may be necessary for services and facilities at the Stadium, the Parking Areas or the Facility, including without limitation, entrances, exits, truck ramps, receiving areas, storage areas, passenger or freight elevators and concession areas, to be shared. During the scheduled Events, ABLP will use its best efforts to ensure no other driver training schools will be on the premises hosting a similar type of driving lesson event on the dates that Licensee is on the Premises having an Event. Licensee agrees that ABLP shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of such services and facilities is necessary or desirable, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. Under no circumstances shall Licensee be granted any exclusivity to be the only car driving event or auto show during the Term. In no event shall Licensee enter or use any area, service space or facilities of the Stadium other than the Premises without first obtaining ABLP's prior written consent.

16. Ejection. Licensee acknowledges that ABLP, its officers, employees and agents shall have the absolute right to refuse admission to, or cause to be removed from, the Premises, the Stadium, the Parking Areas and the Facility any person (including, without limitation, Licensee's artisans or workmen) deemed by ABLP or any officer, employee or agent of the same, to be undesirable or displaying objectionable or improper conduct, in each case without any liability on ABLP's part for such refusal or ejection. Without limitation or condition, Licensee shall indemnify and hold ABLP harmless from any and all claims, including attorneys' fees, arising out of any refusal or removal of any person pursuant to this section.

17. Stadium Regulations. Licensee shall, and shall cause its employees, agents, contractors, licensees, patrons, and guests to abide by such reasonable rules and regulations as may from time to time be established by ABLP for the use, occupancy and operation of the Premises, including, without limitation, the Stadium's no-smoking policy.

18. Responsibility for Personal Property.

18.1 Licensee agrees that all of its property, as well as the property of others brought upon the Premises with Licensee's permission, shall be the responsibility of Licensee, and ABLP shall have no liability to Licensee for any loss or damage thereto. Licensee shall carry insurance on such property as is required by this Agreement, and shall look solely to such insurance in the event of any loss or damage. In addition, without limitation or condition, Licensee shall indemnify and hold ABLP harmless from any and all claims, including attorneys' fees, arising out of loss or damage to such property.

18.2 Any property of any kind brought upon the premises by Licensee or its members or patrons shall be promptly removed from the Premises at the expiration of this Agreement. ABLP shall have the right to remove from the Premises, Stadium, Parking Areas and Facility all property remaining after the termination of this Agreement, at the sole cost, risk and expense, or to charge additional rental for such a period of time after the

hour specified during which any such property remains on the premises, as ABLP desires.

18.3 Any such property left with ABLP for any reason after the termination of this Agreement may, at ABLP's option, be deemed to have been abandoned by the Licensee to ABLP, and ABLP may take possession thereof as its own property and store such property at the sole risk and expense of Licensee. Licensee hereby waives any right to claim the value of or any damage to such property and ABLP reserves the right to recover from Licensee the cost of disposing of and/or storing such property. If said property is not reclaimed by Licensee within thirty (30) days of date of termination of the Agreement, then said property may be sold at public auction.

18.4 In the event that Licensee shall utilize any equipment of ABLP, including but not limited to a scissors lift and/or fork lift, Licensee shall ensure that only properly trained personnel of Licensee shall operate or use such equipment. All risk of loss and/or injury of any kind or type shall be borne by Licensee for the use of any ABLP equipment, and Licensee shall return the equipment to ABLP in as good as or better condition than when the equipment was provided by ABLP to Licensee.

19. Right of Entry. ABLP, its officers, directors, employees, agents and concessionaires shall at all times have free access to the Premises upon presentation of identification passes or badges. Subject to ABLP's approval as to numbers, Licensee may issue photo, press and backstage passes permitting selected persons access to specified areas of the Premises normally closed to the public. No third party shall have any right to enter the Premises without first entering into an agreement with ABLP. Any third parties hired by Licensee that do not oblige with this section 19 will be immediately removed from the Stadium.

20. Default.

20.1 If at any time either before or during the Term of this Agreement (i) Licensee makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, (ii) a receiver or trustee is appointed for Licensee or Licensee's property, (iii) execution is issued pursuant to a judgment rendered against Licensee, (iv) this Agreement is assigned by Licensee to any person, firm or corporation or Licensee attempts to assign this Agreement without the prior written consent of ABLP, or (v) Licensee defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein, then, in any such event, at ABLP's option, Licensee shall quit and surrender its rights to the Premises to ABLP for the remainder of the Term; provided, however, that Licensee shall remain liable as hereinafter provided.

20.2 Upon any Licensee default as provided in Section 20.1 above, ABLP or any other person by its order may immediately enter the Premises and remove all persons and all property therefrom by legal proceedings, force or otherwise without being liable for any damages therefor.

20.3 Upon any Licensee default as provide in Section 20.1 above, Licensee shall immediately pay to ABLP, as liquidated damages, the sum of (i) the Licensee Fee plus (ii) all other charges due hereunder, including but not limited to, all Expenses, plus (iii) all attorneys' fees and expenses incurred in connection with such default, plus (iv) any damages incurred by ABLP. ABLP shall have the right to retain any ticket proceeds or other funds in ABLP's possession, and Licensee hereby grants to ABLP a security interest in Licensee's interest (if any) in all ticket proceeds and other funds in ABLP's possession.

20.4 Licensee hereby expressly waives, to the extent permitted by law, (i) the service of notice of intention to enter, (ii) any and all rights of redemption, and (iii) all rights to trial by jury in any proceeding hereafter instituted by ABLP against Licensee with respect to the Premises or this Agreement.

20.5 Any amounts due under this Agreement not paid

when due by Licensee shall bear interest at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate permitted by law.

21. Additional Remedies.

21.1 Reference in this Agreement to any particular remedy shall not preclude ABLP from any other remedy at law or in equity. ABLP's failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent failure or violation. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any dispute, difference, claim or counterclaim between Licensee and ABLP arising out of or in connection with this Agreement which cannot be amicably resolved by the Parties through good faith negotiations will be arbitrated pursuant to Paragraph 21.2 and arbitration enforcement shall be by the Superior or Federal Courts in and for Orange County, California. The Parties hereby consent to the jurisdiction of such courts and to the service of process outside the State of California pursuant to the requirements of such court in any matter so to be submitted to it.

21.2 Notwithstanding the foregoing, if any dispute, difference, claim or counterclaim between Licensee and ABLP arising out of or in connection with this Agreement cannot be amicably resolved by the Parties through good faith negotiations the Parties shall promptly submit the dispute to binding arbitration at the office of the American Arbitration Association ("AAA") located in Orange County, California of ("Arbitration Site"). The arbitration will be held in accordance with the commercial arbitration rules of the AAA. For purposes of this Agreement, the applicable rules shall be identified as "Rules Amended and Effective October 1, 2013 (available at https://www.adr.org/aaa/ShowProperty?nodeId=UCM/ADRSTG_004103) (the "Arbitration Rules"). Either Party may initiate arbitration by providing written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by the AAA rules to the AAA office serving the Arbitration Site. The remaining cost of the arbitration shall be shared equally by the parties unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case in an arbitration, unless the arbitration award provides otherwise. The Parties agree to undertake all reasonable steps to expedite the arbitration process. One arbitrator will be appointed in accordance with Arbitration Rules within thirty ("30") calendar days of the submission of the demand for arbitration. Notwithstanding anything to the contrary in the Arbitration Rules, the arbitrator will designate the time and place for the Arbitration within thirty ("30") days of appointment. The Parties agree that the arbitrator's authority to grant relief shall be subject to the provisions of this Agreement. The arbitrator shall not be entitled to award, nor shall either party be entitled to receive, punitive, incidental, exemplary, consequential, reliance or special damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of this Agreement and shall be final, binding and enforceable in a court of competent jurisdiction. The parties waive any right to trial by jury; if the parties cannot waive these rights, this entire paragraph is null and void.

22. Withholding. In the event that any amounts become due from ABLP to Licensee hereunder, and such payment appears to ABLP to be subject to Federal, state or other governmental licensing, withholding or other restrictive regulations, ABLP shall not be obligated to pay over or transfer said amounts unless and until Licensee provides ABLP with evidence reasonably satisfactory to ABLP that ABLP may lawfully pay over or transfer such amounts in compliance with such regulations, and any payments shall be subject to withholding of any such amounts required under such regulations.

23. All Promotional Rights.

23.1 Subject to Licensee's prior written approval, Licensee grants to ABLP and its designees the right to use and to authorize others to use the name or names of Licensee, or the Event, or personalities appearing in the Event, for the purposes of advertising and publicizing the Stadium.

23.2 Except as provided in the Main Agreement, ABLP does not grant Licensee any rights to use any Intellectual Property of ABLP. "Intellectual Property" means patents, trademarks, service marks, logos, trade names, internet domain names, rights in designs, copyrights (or any derivative works thereof), moral rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the universe. All Intellectual Property of ABLP used by Licensee (with ABLP's prior written approval) shall be and remain the property of ABLP, and any and all rights therein shall inure to the benefit and be the exclusive property of ABLP. Licensee acknowledges and agrees that Licensee acquires no right, title or interest, nor has been granted any right by ABLP under this Agreement to use any Mark, Intellectual Property or property of ABLP, its sponsors, owners or others, without the express written consent of ABLP. For the purposes of this Agreement, "Marks" shall mean such product or service names, trademarks, service marks, trade names, trade dress or like words, symbols or devices (or any combination thereof) used or intended to be used to identify and distinguish a product or service and to indicate the source of such product or service. "Marks" shall include any image or use of likeness of the Stadium.

23.3 Without limiting the foregoing, Licensee specifically acknowledges and agrees that Licensee may not use, and shall not use, the names "ABLP", "Angels", "Angels Baseball", "Arte Moreno", or any derivative of such names (a) in any of Licensee's personal advertising, publicity or promotion; (b) to express or imply any endorsement by ABLP of Licensee's services; or (c) in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

24. Copyrights and Proprietary Material.

24.1 Licensee warrants that no music, literary or artistic work or other property protected by copyright will be performed, reproduced or used, nor will the name of any entity protected by trademark be reproduced or used during Licensee's use of the Premises unless Licensee has obtained written permission from copyright or trademark holder or an authorized performance licensing association such as, but not limited to, ASCAP or BMI. Licensee covenants to comply strictly with all laws regarding copyrights, royalties and trademarks and warrants that it will not infringe on any related statutory, common law, or other right of any person during its use of the Stadium. Licensee will indemnify and hold ABLP and its officers, agents and employees harmless from all claims, losses, attorney fees, court costs and damages to such copyright and proprietary material.

25. Broadcast Rights. ABLP reserves all rights and privileges for out-going television and radio broadcast originating from the Stadium during the Term. Should ABLP grant to Licensee such privilege, ABLP has the right to require, among other things that Licensee utilize the Stadium's exclusive contractor (if any) that Licensee make advance payment of any estimated related costs to ABLP and that Licensee make payment for such privilege in addition to the License Fee payable hereunder. Such permission must be obtained in writing in advance of broadcast date. Licensee agrees that no recording, either visual or audit, of any kind will be made of the event covered by this Agreement without prior written approval from ABLP. ABLP has the right to require payment for such privilege and royalties from the distribution of such recordings.

26. Labor Agreements.

26.1 Licensee shall not perform any work or employ any personnel in connection with the Event if such work or employment conflicts with any labor agreements to which ABLP is a party or which control labor activities at the Stadium without the express, written approval of ABLP. At Licensee's request, ABLP will advise Licensee of pertinent provisions of such labor agreements.

27. Ambulance Service.

27.1 If Licensee or its agents, representatives, managers, employees, patrons, players, performers, or participants in or about the Premises, the Stadium, the Parking Areas or the Facility shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service or any service in connection with any injury or sickness occurring to any person or persons while within or about the Premises the Stadium, or the Parking Areas during the Term, even though such service or services are made available or are obtained through ABLP, Licensee will, without condition or limitation, indemnify and hold ABLP harmless from all responsibility or liability therefor.

28. Subordination. The provisions of this Agreement and Licensee's right to use the Premises hereunder are subject and subordinate to the terms and conditions of any lease, agreement or any other encumbrance under which ABLP may be operating the Premises.

29. Excuse of Performance.

29.1 The parties to this Agreement will be excused from the performance of the terms and conditions hereof to the extent that such performance is prevented by any strike, war, riot or other Act of God which in each case could not reasonably have been foreseen and provided for.

29.2 In the event performance is excused in accordance with the foregoing provisions, Licensee agrees to pay to ABLP any and all costs and expenses which have been incurred up to the time further performance is excused. Licensee hereby waives any claim for damages or compensation from ABLP should this Agreement be so terminated as the result of an act described in Section 29.1.

30. No Representations by ABLP. ABLP and ABLP's agents have made no representations or promises with respect to the Premises, the Parking Areas, the Stadium or the Premises and Licensee acknowledges that it has not relied on any representations except as expressly set forth in this Agreement.

31. Termination. ABLP may cancel and terminate this Agreement, with or without cause, upon five (5) day notice to Licensee. Without prejudice to any other right or remedy available to Licensee at law or in equity, Licensee may terminate this Agreement if ABLP shall fail to perform any material agreement, term, covenant or condition to be performed by ABLP pursuant to this Agreement and such material failure shall continue uncured for a period of thirty (30) days after written notice thereof from Licensee (or, if such cure cannot reasonably be accomplished within such 30-day period, ABLP did not in good faith commence such cure within such 30-day period and did not thereafter proceed with diligence to completion). Without prejudice to any other right or remedy available to either Party at law or in equity and in addition to the provisions previously mentioned, this Agreement may be immediately terminated by either Party if the other Party, or any parent of such other Party: (1) becomes insolvent; (2) is generally unable to pay, or fails to pay, its debts as they become due; (3) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law; (4) makes or seeks to make a general assignment for the benefit of its creditors; and/or (5) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

32. Miscellaneous.

32.1 This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the successors

and assigns of each of the parties hereto. Neither party shall assign or transfer (including sublicensing) this Agreement (in whole or in part) without the prior written consent of the other Party.

32.2 No provision of this Agreement may be modified, waived, amended, altered or supplemented except with the execution and delivery of a written agreement executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

32.3 This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made in and performed wholly therein.

32.4 This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

32.5 This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties with respect thereto.

32.6 No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

32.7 Nothing contained herein shall in any way constitute the relationship between the parties hereto as one of partnership, joint venture, principal/agent, or employer/employee or shall be construed to evidence the intention of the parties to constitute such relationship. Licensee shall not act or attempt to act, or represent itself, directly or by implication, as an agent of ABLP or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of ABLP. No party shall hold itself out contrary to the terms of this Section and no party shall become liable or be bound by any representation, act or omission whatsoever of another party contrary to the provisions of this Agreement.

32.8 The invalidity or unenforceability of any provision or portion of this Agreement shall, as far as possible, not affect the validity or enforceability of the other provisions or portions of this Agreement. Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

32.9 This Agreement may not be assigned or subcontracted out by Licensee, nor shall it be assignable by Licensee by operation of law, without the prior written consent of either Party. If Licensee will negotiate agreements with vendors for the Event, such agreements shall not become final and binding until written confirmation and approval is given by ABLP.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College Division of Continuing Education
Santa Ana College School of Continuing Education**

To:	Board of Trustees	Date: May 10, 2021
Re:	Approval of Professional Services Agreement with Univision Communications, Inc.	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College Division of Continuing Education and Santa Ana College School of Continuing Education have made a significant effort since the start of the pandemic to recruit new students through robust marketing campaigns. Spanish radio has shown to be an effective media for marketing these programs and KLVE has the largest Spanish radio listening market in Los Angeles according to Nielson ratings. This request is for marketing services for the summer 2021 term.

ANALYSIS

This professional services agreement with Univision Communications, Inc. shall be effective as of the date signed by both parties until June 30, 2021 or until termination by written notice of either party. College staff have reviewed the professional services agreement with Univision Communications, Inc. This professional services agreement will utilize California Adult Education Program (CAEP) funds identified for marketing purposes in the amount of \$80,000. The professional services agreement with Univision Communications, Inc. will provide marketing services for the summer 2021 term for Santiago Canyon College Division of Continuing Education and Santa Ana College School of Continuing Education utilizing radio (K-LVE), digital and social formats.

RECOMMENDATION

It is recommended that the Board of Trustees approve the professional services agreement with Univision Communications, Inc., located in Los Angeles, California, as presented.

Fiscal Impact:	\$80,000 in Categorical CAEP Funding	Board Date: May 10, 2021
Prepared by:	James Kennedy, Ed.D., Vice President, Continuing Education	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santiago Canyon College Division of Continuing Education and Santa Ana College School of Continuing Education and Univision Communications, having its principal business address located at 5999 Center Drive, Los Angeles, CA 90045 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 May 11, 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 bankruptcyTermination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed Eighty Thousand Dollars (\$80,000.00) (“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: Interim Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Dr. James Kennedy
Vice President of Continuing Education
2900 W. Edinger Ave.
Santa Ana, CA 92704

Contractor: Andrew Frausto

5999 Center Drive
Los Angeles, CA 90045

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

Contractor: Univision

BY: _____
Signature of Authorized Person

Print Name: Adrew Frausto

Print Title: Account Executive

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.

Scope of Work for Santiago Canyon College Division of Continuing Education and Santa Ana College School of Continuing Education for summer 2021

Radio- K-Lve

One 60 second ad will be developed. Ad to be run in 27 spots over a four week time period starting May 12, 2021.

Digital- Univision Platforms

Four week campaign starting May 12, 2021

Univision Audio Streaming and Univision Targeted Displays (Banner Ads)

Social-

- (1) 411 Video- production, branding guest, call to action
- (2) "Snackable" Pieces- custom creatives, call to action, custom copy, exclusive hashtag

(10) Branded Posts that include client logo(s)

Budget Breakdown:

Radio- \$30,000

Digital-\$30,000

Social-\$20,000

TOTAL- \$80,000 to be funded via CAEP funds

Invoice to be submitted to RSCCD Accounts Payable Department at completion of campaign for a total of \$80,000 by Univision Communications, Inc.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College
Academic Affairs

To: Board of Trustees	Date: May 10, 2021
Re: Approval of Speaker Agreement with eLumen for Spring 2021	
Action: Request for Approval	

BACKGROUND

Santiago Canyon College utilizes the eLumen platform for managing curriculum, outcomes assessments, and planning processes. Currently, Santiago Canyon College has a Client Service Agreement with eLumen which is effective from July 1, 2020 through June 30, 2023, for a total of \$157,533.79 and includes access to eLumen's Curriculum and Catalog Management modules and SLO Assessment and Strategic Initiatives module. The SLO Assessment module is only being utilized by instructional areas of the college and there is a need to expand use of this module college-wide.

ANALYSIS

In order to expand the use of the eLumen SLO Assessment module to noninstructional areas of the college, specialized training and training materials are needed from eLumen to facilitate training in a remote environment. eLumen, through the customer success manager dedicated to Santiago Canyon College's client account, will be able to provide this training to SCC through an RSCCD speaker agreement. Board of Trustee approval for a speaker agreement is not typical but because SCC already has a client service agreement for the amount of \$157,533.79, Board of Trustee approval will be required for any additional expenditures involving eLumen Inc.

RECOMMENDATION

It is recommended that the Board of Trustees approve the speaker agreement with eLumen for Spring 2021, as presented.

Fiscal Impact:	\$3,000 Paid from HEERF II funding	Board Date: May 10, 2021
Prepared by:	Martin Stringer, Interim Vice President Academic Affairs Aaron Voelcker, Dean Institutional Effectiveness, Library & Learning Support Services	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	



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 Santiago Canyon College and Heather Hurley on behalf of eLumen Inc. having their principal address located at 1300 Godward Street NE, Suite 3850, Minneapolis, Minnesota 55413 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 eLumen Student Services, Administrative Services, and Continuing Education Learning Outcomes Training (the "Speaking Engagement")
 - a. Date(s): Spring Semester 2021
 - b. Location: Santiago Canyon College/Online Training
 - c. Topic: Speaker will speak about Learning Outcomes for Noninstructional Areas
 - d. Length: The Speaking Engagement is not to exceed five one-hour sessions via Zoom during May and June of 2021.
 - e. Preparation: Speaker will prepare training materials prior to the engagement sessions.
 - f. eLumen will provide any recorded and/or physical documentation upon completion of the training session.

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 **\$3,000 DOLLARS (estimated \$3,000)** (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 SpeakingEngagement.
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 services will be remote via Zoom.
6. **REPRODUCTION OF SPEAKING ENGAGEMENT:** The District shall be entitled to record, reproduce or transmit audio and/or visual of the Speaking Engagement, provided that the District's use of such the recording(s), reproduction(s) or transmittal(s) shall be restricted to activities permitted by law to non-profit educational institutions.
7. **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.
8. **INDEMNITY:** Speaker and District shall mutually indemnify both parties and hold the District, eLumen,INC. 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.
9. **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.
10. **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.
11. **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.
12. **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

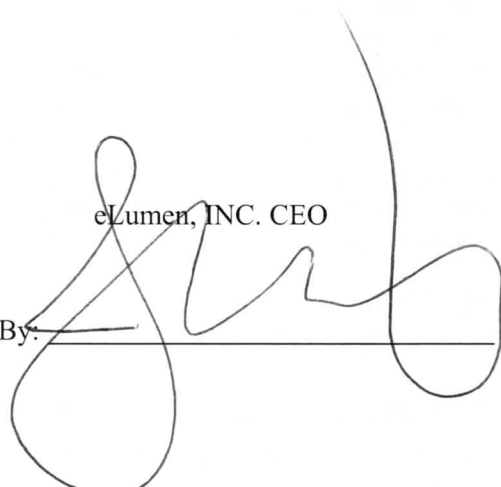
IN WITNESS THEREOF,

Rancho Santiago Community College District

By: _____

eLumen, INC. CEO

By: _____

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and loops around itself. Above the signature, the text "eLumen, INC. CEO" is printed.

Name: Linda Melendez

Title: Director, Purchasing Services

Date: _____

Name: JOEL HERNANDEZ
CEO

Date: 19 APRIL 2011

E-Mail Address: joel@elmen.info

Exhibit A

Scope of Work and Detailed Schedule of Payment.

Project Title: eLumen Student Services, Administrative Services, and Continuing Education Learning Outcomes Training

Project Scope: Delivery of professional services designed for Santiago Canyon College.

Deliverables:

Deliverable #1 Train non-academic staff on how to use eLumen Context and Setting functionality for outcomes assessment and programmatic review.

Deliverable #2 Walk staff through how to assess and score within the eLumen system.

Deliverable #3 Provide documentation to the college.

Responsibilities:

Client Responsibilities: Santiago Canyon College will provide a location to host the meeting to include necessary equipment. Santiago Canyon College will also have in attendance all persons responsible for administering the data held by the eLumen system for the purpose of train college personnel to be proficient in the eLumen Primary Platform Student Outcomes Module.

eLumen Responsibilities: eLumen will supply a knowledgeable consultant to deliver services to Participants.

Invoicing: Invoice including all costs to be provided to Santiago Canyon College within 10 days after presentation and receipt of project deliverables. Invoice to be sent to Aaron Voelcker at voelcker_aaron@sccollege.edu.

Non-California entities will automatically have 7% of invoice withheld for tax purposes. Payment will be made upon completion of the scope of work and at the conclusion of the contract.

Travel Limitations and Allowable Expenses:

There are no allowable travel expenses for this speaking engagement as the engagement will be conducted remotely via Zoom.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College
Academic Affairs

To: Board of Trustees	Date: May 10, 2021
Re: Approval of Professional Services Agreement with Link-Systems International, Inc.	
Action: Request for Approval	

BACKGROUND

Santiago Canyon College utilizes NetTutor online tutoring platform, managed by Link-Systems International, Inc., to provide tutoring assistance to credit and noncredit students through an online platform connected to the Districts learning management system, Canvas. NetTutor usage costs for Santiago Canyon College prior to the 2020-2021 academic year were subsidized by the California Community Colleges Chancellor's Office's Online Education Initiative (OEI). Due to COVID-19 and unforeseeable additional expenses incurred by the California Community College Chancellor's Office to support a myriad of other OEI subsidized technology resources, funding for NetTutor has been reduced for participating colleges. This reduction in funding support through the OEI comes at a time when the majority of courses at Santiago Canyon College are being offered in remote and/or online formats, resulting in increased NetTutor usage to support students learning support needs remotely.

ANALYSIS

As a result of reduced funding for NetTutor tutoring services by the California Community Colleges Chancellor's Office, Santiago Canyon College must purchase tutoring hours through Link-Systems International, Inc. to cover the increased demand in online tutoring support. It has been estimated that an addition of 750 tutoring hours will cover the learning support needs for this critical learning support service for the 2020-2021 academic year. Tutoring hours through Link-Systems International, Inc. are provided at a system-wide negotiated cost of \$23.00 per hour of tutoring service provided, resulting in a total additional cost of \$17,250 for the 2020-2021 academic year.

RECOMMENDATION

It is recommended that the Board of Trustees approve the professional services agreement with Link-Systems International, Inc., as presented.

Fiscal Impact:	\$17,250 Paid from HEERF II funding	Board Date: May 10, 2021
Prepared by:	Martin Stringer, Interim Vice President Academic Affairs Aaron Voelcker, Dean Institutional Effectiveness, Library & Learning Support 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, on behalf of Santiago Canyon College and Link-Sysytems International, Inc. (NetTutor), having its principal business address located at 4515 George Road, Suite 340, Tampa, FL 33634 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 9, 2021, whichever is later, and shall continue in full force and effect thereafter until and including all purchased hours have been exhausted (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Seventeen Thousand Two Hundred and Fifty Dollars (\$17,250) ("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)

Santiago Canyon College
Attn: Dean of Institutional Effectiveness, Library & Learning Support Services
8045 E. Chapman Avenue
Orange, CA 92869

Contractor: Link-Systems International, Inc.(NetTutor)
4515 George Road, Suite 340
Tampa, FL 33634

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: VINCENT FERRERO

Print Title: President

Date: April 5, 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.

Scope of Work & Payment Schedule include:

For the duration of 750 purchased tutoring hours, NetTutor will provide live tutoring on-demand, question drop-off, and writing feedback. Tutors are subject matter experts trained in how to translate tutoring best practices and learning strategies to support students online, one student at a time. Over 350 subjects are supported, including live tutoring for Math, Writing, and Student Success available 24 hours a day, every day of the year.

The Purpose of a Live Tutorial Session

The purpose of a Live Tutorial session is to provide immediate assistance to students to clarify and explain any method shown during class. The goal is to highlight the strengths as well as the areas in which students can make improvements and solve similar problems on their own in the future.

During a Live Tutorial Session

When students join a Live Tutorial Session, they will enter a One Queue-Multiple Servers queuing system in which they will have a short wait until the next tutor is available. This allows less waiting time, first-come-first-served, one student per session, with total privacy from, or sharing with, other students waiting in the queue. NetTutor tutor will ask the student to type or copy and paste the entire problem and/or all the work thus far, regardless of the accuracy; this is to provide enough information toward solving the problem. The tutor's goal is to determine the exact need of the student. Using the tools on the whiteboard, such as different colors, lines, arrows, etc., and to guide the review process, the tutor will point to issues by asking pertinent questions that will lead students through a cognitive process to further develop the correct methods, steps, formulas, etc., and to come up with their own answers.

In the typed comments, the tutor shows empathy, makes helpful suggestions, and will continue to explain the method until students are capable of finishing the exercise on their own offline, or find the solution. In no case will the tutor give the answer or solve the entire problem without the participation of the student. If the student is reluctant to answer the questions asked by the tutor during a Live Session, or if the tutor faces a student who has many weaknesses, the tutor has the option to provide a different example or a lower level problem, in order to show the student the basic steps needed as requisite toward a solution.

If a student sends a question to the Q&A Center

Tutors will respond to the question within 24 hours. Students will submit the question along with any work done toward the solution (including graphs, figures, tables, etc.). If there is no work submitted, the tutor may ask the student to resubmit the question along with the work done to that point. The tutor will review the issue and provide written suggestions that will help guide students to the correct solution.

Students will receive notification that the question has been answered via an email message. The student should connect to NetTutor and retrieve the session saved in her/his personal archive.

Paper Submission and Review Summary

Students can submit papers asynchronously to the NetTutor® Paper Center 24 hours a day, 7 days a week. They can signal two main goals and any additional information on the NetTutor Paper Submission Form that informs and guides the tutor to a more tailored and appropriate response.

Paper Center tutors will review and return papers via the same interface. They will provide feedback by writing comments within the paper and by providing a review summary. Their response will be expressed in contextual mark-up that is over-imposed on the original text. In the review summary they will encourage students in their writing efforts by recognizing the strengths of the piece, and by making helpful suggestions that focus on the individual needs of each student.

Students will receive email notification when their papers have been reviewed. The reviewed papers will be held online, and students will access NetTutor to retrieve them.

Tutors will superimpose comments on the student's paper, and/or will ask the student pertinent questions to guide the review process, so that he or she may further develop the thesis, the content, and the ideas in the paper.

Tutors will not "fix" any grammar issue for a student; rather, they will provide a brief explanation so that writers may fix them on their own.

Students can also go online to the NetTutor link, and enter a live board to ask a tutor for any explanation of the markings on their papers or issues related to writing in English. Students can take screenshots of the paper to drag and drop onto the canvas, or drag and drop the entire reviewed PDF document so that tutors can see to what the student is referring.

In no case will the tutor rewrite a paper, paragraph, or sentence, although an alternative form of expression may be suggested as an example of improvement the student may be able to make.

When faced with a writer who has many weaknesses, tutors typically comment on only the first instance of a repeat issue, and will let the writer know that they've focused on one or two major things. They tell the writer that their feedback isn't attempting to fix or mark up everything in the paper. To the degree possible, improvements made by students in a resubmitted paper will be recognized and reviewed with additional feedback.

Santiago Canyn College may customize "Rules of Engagement"—a collaboration that ensures students receive tutoring in NetTutor that is consistent with the support they would receive on campus.

NetTutor will maintain compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and Section 508 of the Rehabilitation Act and is FERPA-compliant.

Administrative support will be provided at no additional cost. From collaborating with campus admin to building faculty advocacy to technical and end-user support, NetTutor partnership includes help with implementation, integration, training, promoting, and other administrative needs. Tutoring coordinators can review NetTutor usage and sessions in the web-based reporting tool.

Tutoring - A... Online Tutoring via NetTutor 750 hours at \$ 23.00/per hour = \$17,250.00

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

To: Board of Trustees	Date: May 10, 2021
Re: Approval of Professional Services Agreement with Ting-Pi Joyce Carrigan, Ed.D.	
Action: Request for Approval	

BACKGROUND

This request is to enter into a Professional Services Agreement between Rancho Santiago Community College District, on behalf of Santiago Canyon College and Ting-Pi Joyce Carrigan. Ms. Carrigan will serve as the Regional Director for the Strong Workforce Regional Biotechnology/Manufacturing Program and will be responsible for the day-to-day activities associated with the program and curriculum development, industry connections, and K-12 pathways. Ms. Carrigan will represent the region as the liaison to the nine college partners in this regional effort to include: Santiago Canyon, Santa Ana, Cypress, Golden West, Fullerton, Irvine Valley, Coast, Orange Coast, and Saddleback. SCC is the lead college for the SWP Biotechnology/Manufacturing Regional Program and manages the project funds.

ANALYSIS

This professional services agreement, is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This agreement shall be effective as of the date signed by both parties through June 30, 2022 or until termination by written notice of either party. This agreement will carry a cost for Santiago Canyon College of \$150,000 to be paid from the Strong Workforce Regional Biotechnology/Manufacturing Program funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the professional services agreement with Ting-Pi Joyce Carrigan, Ed.D. located in Orange County, California, as presented.

Fiscal Impact:	\$150,000 (categorical funding)	Board Date: May 10, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, MBA, 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, Santiago Canyon College and Ting-Pi Joyce Carrigan, having its principal business address located at Orange County 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 May 11, 2021, 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 Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed One hundred fifty thousand Dollars (\$150,000) ("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)
Santiago Canyon College
Dean, Business and Career Education
8045 E. Chapman Ave.
Orange, CA, 92869

Contractor: Ting-Pi Joyce Carrigan, Ed.D.
619-723-3965
joycecarrigan@gmail.com

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: __ Ting-Pi Joyce Carrigan, Ed.D.

Print Title: __ Regional Director for Biotechnology/Manufacturing

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.

Regional Director, Biotechnology/Manufacturing (Orange County Region) Strong Workforce Regional Project

Support articulation to BS Biotechnology Manufacturing programs

Facilitate faculty forums to establish faculty needs, share best practices, build camaraderie, and optimize program offerings to better serve students.

Facilitate awareness for counselors (career, academic) of value opportunities for student's in studying biotech/bioman/manufacturing, for both career education and transfer pathways

Work with faculty and/or counselors (career, academic) to provide soft skills training for students, including resume building and interview skills.

Support development of industry-recognized badges for biotech/bioman/manufacturing.

K-12 pathways to college biotech/manufacturing programs includes outreach: Support Supply Chain Operations opportunities for college students such as Amgen Biotech Experience (ABE) or similar opportunities for college students to produce biotech/manufacturing reagents, plates, and/or kits for use in high school biotech classes.

Gather a list of industry speakers for classroom presentations and industry mentors willing to help students.

Facilitate/support dual enrollment and articulation.

Work with local and regional industry and businesses to identify internship and training opportunities and pathways to employment.

Collaborate with (and education as needed) high school and college counselors about opportunities in biotech/bioman/manufacturing for their students.

Facilitate biotech and manufacturing events on college campuses that provide or enhance awareness of biotech/bioman/manufacturing opportunities for high school students.

Facilitate/participate in events on high school campuses such as career days to provide/enhance awareness of biotech/bioman/manufacturing opportunities for high school students.

Engage with industry partners and advisors to discuss their employment needs, identify skill sets for entry-level employees and for incumbent workers who need to upgrade their skills, and re-training for new jobs.

Participate in State and Regional workshops, seminars, conferences, expos, meetings, and events to further expand the Biotechnology/Manufacturing Project to other community colleges across the state.

Labor Rate: \$100.00

Total conference/workshops meetings: \$5,000

Total amount not to exceed: \$150,000

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

To:	Board of Trustees	Date: May 10, 2021
Re:	Approval of Professional Services Agreement with RX Research Services Incorporated	
Action:	Request for Approval	

BACKGROUND

This request is to enter into a Professional Services Agreement between the Rancho Santiago Community College District, on behalf of Santiago Canyon College and RX Research Services Incorporated. The Foundation will serve as a provider of exam preparation and student interview and potential job placement among the five colleges that are part of the Orange County Biotechnology Education collaborative which are participating in the Strong Workforce Biotechnology Regional collaboration (Santiago Canyon College, Santa Ana College, Fullerton College, Irvine Valley College, Orange Coast College).

ANALYSIS

The foundation will coordinate the preparation of qualified students from the participating colleges who wish to sit for the national accreditation exam: Certified Quality Improvement Associate. The foundation employees will host specific review sessions for the exam, provide the needed study material for the exam, and oversee registration of the students for the exam. In addition, students who successfully earn a passing score and the certification, will be interviewed. This lifelong certification gives our students an advantage over other similarly qualified but not certified individuals. The foundation will assist qualified students with placement in appropriate entry-level positions in the industry. This agreement shall be effective as of the date signed by both parties through June 30, 2022 or until termination by written notice of either party. This agreement will carry a cost for Santiago Canyon College of \$35,000 to be paid from the Strong Workforce Regional Biotechnology Collaboration Program funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve this professional services agreement with RX Research Services Incorporated located in Glendale, California, as presented.

Fiscal Impact:	\$35,000 (categorical funding)	Board Date: May 10, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, MBA, 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, Santiago Canyon College and RX Research Services Incorporated, having its principal business address located at 100 N Brand Blvd, Suite 306, Glendale, CA 91203 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 May 11, 2021, 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 Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed thirty five thousand Dollars (\$35,000) ("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)
Santiago Canyon College
Dean, Business & Career Education
8045 E. Chapman Avenue
Orange, CA 92869

Contractor: Rosemarie Christopher, President & CEO

100 N Brand Blvd, Suite 306
Glendale, CA 91203
Cell: (213) 999-0138
Fax: (928) 585-2036
Email: rchristopher@meirxrs.com
URL: <https://meirxrs.com/auditors>

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: __Rosemarie Christopher

Print Title: __ President & CEO

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

1. Prepare qualified students to sit for the Certified Quality Improvement Associate exam
Deliverable: Host at least 2 review sessions per cohort led by qualified trainer
Deliverable: Host at least two cohorts during the period of contract
2. Provide necessary review and study materials for the exam, register students for exam
Deliverable: CQIA primer, electronic review questions to each student in cohort
Deliverable: Register willing students to sit for exam
3. Work with students who have passed exam on interview skills
Deliverable: provide at least one interview session with each student who has achieved a passing exam score

Budget: \$700/student. Plan for 50 students max \$35,000

Rancho Santiago Comm Coll District
 Bank Code: 92 District Funds

Board Meeting of 05/10/21
 Check Registers Submitted for Approval
 Checks Written for Period 04/13/21 Thru 04/26/21

AP0020
 Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68839	General Fund Unrestricted	0.00	16,612.51	-16,612.51	92*0547370	92*0547370
68852	General Fund Unrestricted	2,603,190.51	0.00	2,603,190.51	92*0547733	92*0547839
68859	General Fund Unrestricted	2,410.05	0.00	2,410.05	92*0547930	92*0547943
68860	General Fund Unrestricted	2,198.25	0.00	2,198.25	92*0547914	92*0547929
68861	General Fund Unrestricted	126,612.57	0.00	126,612.57	92*0547868	92*0547906
68865	General Fund Unrestricted	321,773.89	0.00	321,773.89	92*0547948	92*0548101
68870	General Fund Unrestricted	22,261.05	0.00	22,261.05	92*0548204	92*0548287
68871	General Fund Unrestricted	299,650.99	0.00	299,650.99	92*0548131	92*0548198
Total Fund 11 General Fund Unrestricted		<u>\$3,378,097.31</u>	<u>\$16,612.51</u>	<u>\$3,361,484.80</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68852	General Fund Restricted	3,840,212.93	0.00	3,840,212.93	92*0547734	92*0547844
68861	General Fund Restricted	1,717,685.91	0.00	1,717,685.91	92*0547865	92*0547907
68865	General Fund Unrestricted	5,749,802.26	0.00	5,749,802.26	92*0547946	92*0548100
68871	General Fund Restricted	1,052,962.95	1,201.69	1,051,761.26	92*0548133	92*0548201
Total Fund 12 General Fund Restricted		<u>\$12,360,664.05</u>	<u>\$1,201.69</u>	<u>\$12,359,462.36</u>		

Checks Written for Period 04/13/21 Thru 04/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68826	GF Unrestricted One-Time Func	0.00	91.58	-91.58	92*0547205	92*0547205
68852	GF Unrestricted One-Time Func	22,449.96	0.00	22,449.96	92*0547746	92*0547838
68861	GF Unrestricted One-Time Func	2,338.95	0.00	2,338.95	92*0547869	92*0547895
68865	General Fund Unrestricted	53,115.53	0.00	53,115.53	92*0547944	92*0548086
68871	GF Unrestricted One-Time Func	16,445.26	0.00	16,445.26	92*0548128	92*0548200
Total Fund 13 GF Unrestricted One-Time		\$94,349.70	\$91.58	\$94,258.12		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68853	Child Development Fund	592.97	0.00	592.97	92*0547845	92*0547846
68862	Child Development Fund	36,734.89	0.00	36,734.89	92*0547908	92*0547910
68866	Child Development Fund	24,597.46	0.00	24,597.46	92*0548102	92*0548118
Total Fund 33 Child Development Fund		<u><u>\$61,925.32</u></u>	<u><u>\$0.00</u></u>	<u><u>\$61,925.32</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68854	Capital Outlay Projects Fund	137,432.30	0.00	137,432.30	92*0547847	92*0547854
68863	Capital Outlay Projects Fund	30,413.14	0.00	30,413.14	92*0547911	92*0547912
68867	Capital Outlay Projects Fund	52,378.30	0.00	52,378.30	92*0548119	92*0548124
Total Fund 41 Capital Outlay Projects Fun		<u>\$220,223.74</u>	<u>\$0.00</u>	<u>\$220,223.74</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68855	Bond Fund, Measure Q	115,553.47	0.00	115,553.47	92*0547855	92*0547858
68868	Bond Fund, Measure Q	68,620.41	0.00	68,620.41	92*0548125	92*0548126
Total Fund 43 Bond Fund, Measure Q		<u>\$184,173.88</u>	<u>\$0.00</u>	<u>\$184,173.88</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68856	Property and Liability Fund	5,942.95	0.00	5,942.95	92*0547859	92*0547861
68869	Property and Liability Fund	532.26	0.00	532.26	92*0548127	92*0548127
68872	Property and Liability Fund	4,686.30	0.00	4,686.30	92*0548202	92*0548202
Total Fund 61 Property and Liability Fund		\$11,161.51	\$0.00	\$11,161.51		

Checks Written for Period 04/13/21 Thru 04/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68857	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0547862	92*0547862
68864	Workers' Compensation Fund	9,351.46	0.00	9,351.46	92*0547913	92*0547913
68873	Workers' Compensation Fund	5,573.09	0.00	5,573.09	92*0548203	92*0548203
Total Fund 62 Workers' Compensation Fu		\$16,762.05	\$0.00	\$16,762.05		

Checks Written for Period 04/13/21 Thru 04/26/21

68858	Student Financial Aid Fund	415,244.00	0.00	415,244.00	92*0547863	92*0547864
Total Fund 74 Student Financial Aid Fund		<u><u>\$415,244.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$415,244.00</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,361,484.80
Total Fund 12 General Fund Restricted	12,359,462.36
Total Fund 13 GF Unrestricted One-Time Fund	94,258.12
Total Fund 33 Child Development Fund	61,925.32
Total Fund 41 Capital Outlay Projects Fund	220,223.74
Total Fund 43 Bond Fund, Measure Q	184,173.88
Total Fund 61 Property and Liability Fund	11,161.51
Total Fund 62 Workers' Compensation Fund	16,762.05
Total Fund 74 Student Financial Aid Fund	415,244.00
Grand Total:	<u><u>\$16,724,695.78</u></u>

Checks Written for Period 04/13/21 Thru 04/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A2104317	SAC Diversified Agency Fund	476.25	0.00	476.25	1A*0002484	1A*0002485
1A2104424	SAC Diversified Agency Fund	3,735.86	157.93	3,577.93	1A*0002486	1A*0002490
Total 1A SAC Diversified Agency Fund		<u>\$4,212.11</u>	<u>\$157.93</u>	<u>\$4,054.18</u>		

Checks Written for Period 04/13/21 Thru 04/26/21

<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>
1B2104317	SAC Bookstore Fund	261.75	0.00	261.75	1B*0002811	1B*0002812
Total 1B SAC Bookstore Fund		<u><u>\$261.75</u></u>	<u><u>\$0.00</u></u>	<u><u>\$261.75</u></u>		

Checks Written for Period 04/13/21 Thru 04/26/21

<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>
1C2104317	SAC Community Education Fund	2,250.53	0.00	2,250.53	1C*0001314	1C*0001315
Total 1C SAC Community Education Fund		<u>2,250.53</u>	<u>0.00</u>	<u>2,250.53</u>		

Checks Written for Period 04/13/21 Thru 04/26/21

<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>
1S2104317	SAC Associated Students Fund	4,900.00	0.00	4,900.00	1S*0001796	1S*0001798
1S2104424	SAC Associated Students Fund	3,221.45	0.00	3,221.45	1S*0001799	1S*0001803
Total 1S SAC Associated Students Fund		<u><u>\$8,121.45</u></u>	<u><u>\$0.00</u></u>	<u><u>\$8,121.45</u></u>		

Checks Written for Period 04/13/21 Thru 04/26/21

<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>
1T2104317	SAC Diversified Trust Fund	804.97	0.00	804.97	1T*0002147	1T*0002151
1T2104424	SAC Diversified Trust Fund	16,037.92	0.00	16,037.92	1T*0002152	1T*0002154
Total 1T SAC Diversified Trust Fund		<u><u>\$16,842.89</u></u>	<u><u>\$0.00</u></u>	<u><u>\$16,842.89</u></u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	4,054.18
Total Fund 1B SAC Bookstore Fund	261.75
Total Fund 1C SAC Community Education Fu	2,250.53
Total Fund 1S SAC Associated Students Fun	8,121.45
Total Fund 1T SAC Diversified Trust Fund	16,842.89
Grand Total:	<u><u>\$31,530.80</u></u>

Checks Written for Period 04/13/21 Thru 04/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B2104526	SCC Bookstore Fund	5,011.81	0.00	5,011.81	2B*0002463	2B*0002465
Total 2B SCC Bookstore Fund		<u>\$5,011.81</u>	<u>\$0.00</u>	<u>\$5,011.81</u>		

Checks Written for Period 04/13/21 Thru 04/26/21

<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>
2C2104424	SCC Community Education Fund	164.55	0.00	164.55	2C*0001237	2C*0001237
Total 2C SCC Community Education Fund		<u><u>\$164.55</u></u>	<u><u>\$0.00</u></u>	<u><u>\$164.55</u></u>		

Checks Written for Period 04/13/21 Thru 04/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T2104424	SCC Diversified Trust Fund	150.00	0.00	150.00	2T*0001587	2T*0001587
2T2104526	SCC Diversified Trust Fund	208.66	0.00	208.66	2T*0001588	2T*0001588
Total 2T SCC Diversified Trust Fund		<u>\$358.66</u>	<u>\$0.00</u>	<u>\$358.66</u>		

SUMMARY

Total Fund 2B SCC Bookstore Fund	5,011.81
Total Fund 2C SCC Community Education Fu	164.55
Total Fund 2T SCC Diversified Trust Fund	358.66
Grand Total:	<u><u>\$5,535.02</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/06/2021 To 04/26/2021
Board Meeting on 05/10/2021

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
4000 SUPPLIES & MATERIALS	44,769	
5000 OTHER OPERATING EXP & SERVICES		45,517
6000 CAPITAL OUTLAY	748	
Total Transfer Fund 11	<u>\$45,517</u>	<u>\$45,517</u>
<u>Fund 12: General Fund Restricted</u>		
1000 ACADEMIC SALARIES		78,449
2000 CLASSIFIED SALARIES		19,312
3000 EMPLOYEE BENEFITS		22,236
4000 SUPPLIES & MATERIALS	74,531	
5000 OTHER OPERATING EXP & SERVICES	68,681	
6000 CAPITAL OUTLAY		13,215
7000 OTHER OUTGO		10,000
Total Transfer Fund 12	<u>\$143,212</u>	<u>\$143,212</u>
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
1000 ACADEMIC SALARIES		3,517
3000 EMPLOYEE BENEFITS		714
4000 SUPPLIES & MATERIALS		6,000
5000 OTHER OPERATING EXP & SERVICES	10,231	
Total Transfer Fund 13	<u>\$10,231</u>	<u>\$10,231</u>
<u>Fund 41: Capital Outlay Projects Fund</u>		
6000 CAPITAL OUTLAY		484,200
7900 RESERVE FOR CONTINGENCIES	484,200	
Total Transfer Fund 41	<u>\$484,200</u>	<u>\$484,200</u>
<u>Fund 43: Bond Fund, Measure Q</u>		
4000 SUPPLIES & MATERIALS		37,676
6000 CAPITAL OUTLAY	37,676	
Total Transfer Fund 43	<u>\$37,676</u>	<u>\$37,676</u>
<u>Fund 79: Diversified Trust Fund</u>		
4000 SUPPLIES & MATERIALS		36,500
5000 OTHER OPERATING EXP & SERVICES		75,000
7900 RESERVE FOR CONTINGENCIES	111,500	
Total Transfer Fund 79	<u>\$111,500</u>	<u>\$111,500</u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/06/2021 To 04/26/2021
Board Meeting on 05/10/2021**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	(181,173)	
8600	STATE REVENUES	4,973,798	
8800	LOCAL REVENUES	1,825	
1000	ACADEMIC SALARIES		261,339
2000	CLASSIFIED SALARIES		65,129
3000	EMPLOYEE BENEFITS		114,177
4000	SUPPLIES & MATERIALS		1,418
5000	OTHER OPERATING EXP & SERVICES		4,582,907
6000	CAPITAL OUTLAY		(2,960)
7000	OTHER OUTGO		(227,560)
Total Transfer Fund 12		\$4,794,450	\$4,794,450
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	203,000	
7000	OTHER OUTGO		203,000
Total Transfer Fund 74		\$203,000	\$203,000

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 04/06/2021 To 04/26/2021
Board Meeting on 05/10/2021

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

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
BCCDU3EPRO 04/07/21		
4000 SUPPLIES & MATERIALS	40,000	
5000 OTHER OPERATING EXP & SERVICES		40,000
Total Reference BCCDU3EPRO	\$40,000	\$40,000
Reason: Adjustment		
Description: AT&T bills (Educational Services)		
B026971 04/13/21		
5000 OTHER OPERATING EXP & SERVICES	48,379	
6000 CAPITAL OUTLAY		48,379
Total Reference B026971	\$48,379	\$48,379
Reason: Special Project Adjustment		
Description: PY instructional equipment project to process TOE		
BCR5LPGSO7 04/19/21		
2000 CLASSIFIED SALARIES		21,312
3000 EMPLOYEE BENEFITS		11,073
5000 OTHER OPERATING EXP & SERVICES	32,385	
Total Reference BCR5LPGSO7	\$32,385	\$32,385
Reason: Special Project Adjustment		
Description: Allocate salary/benefits for Director of Special Programs, SBDC		
BCYGMAE0SZ 04/19/21		
1000 ACADEMIC SALARIES		74,049
3000 EMPLOYEE BENEFITS		11,163
4000 SUPPLIES & MATERIALS	29,409	
5000 OTHER OPERATING EXP & SERVICES	6,024	
6000 CAPITAL OUTLAY	49,779	
Total Reference BCYGMAE0SZ	\$85,212	\$85,212
Reason: Special Project Adjustment		
Description: Fund transfer to cover negatives (SAC Human Services & Technology)		
B026967 04/07/21		
6000 CAPITAL OUTLAY		45,000
7900 RESERVE FOR CONTINGENCIES	45,000	
Total Reference B026967	\$45,000	\$45,000
Reason: Special Project Adjustment		
Description: Allocate funds to contracted services		
B026968 04/07/21		
6000 CAPITAL OUTLAY		74,000
7900 RESERVE FOR CONTINGENCIES	74,000	
Total Reference B026968	\$74,000	\$74,000
Reason: Special Project Adjustment		
Description: Allocate funds for SCC safety and security (Building S)		
B026975 04/16/21		
6000 CAPITAL OUTLAY		175,000
7900 RESERVE FOR CONTINGENCIES	175,000	
Total Reference B026975	\$175,000	\$175,000
Reason: Special Project Adjustment		
Description: SPAJ allocate fund to AE fees for future agreement		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 04/06/2021 To 04/26/2021
Board Meeting on 05/10/2021

BUDGET TRANSFERS		From	To
Fund 41: Capital Outlay Projects Fund			
B026976	04/16/21		
6000	CAPITAL OUTLAY		175,000
7900	RESERVE FOR CONTINGENCIES	175,000	
Total Reference B026976		\$175,000	\$175,000
Reason:	Special Project Adjustment		
Description:	SPAJ allocate fund to SAC Bristol and 17th for future expense		
B026979	04/22/21		
6000	CAPITAL OUTLAY		15,200
7900	RESERVE FOR CONTINGENCIES	15,200	
Total Reference B026979		\$15,200	\$15,200
Reason:	Special Project Adjustment		
Description:	Allocate funds for utility locating for underground mapping		
BCWN8KID73	04/26/21		
4000	SUPPLIES & MATERIALS		37,676
6000	CAPITAL OUTLAY	37,676	
Total Reference BCWN8KID73		\$37,676	\$37,676
Reason:	Special Project Adjustment		
Description:	Allocate funds for various equipment (SAC Johnson Student Center)		
BC3PW69Z0E	04/26/21		
5000	OTHER OPERATING EXP & SERVICES		75,000
7900	RESERVE FOR CONTINGENCIES	75,000	
Total Reference BC3PW69Z0E		\$75,000	\$75,000
Reason:	Adjustment		
Description:	Repair district-wide fire protection system		
BCDQSGJKNO	04/13/21		
4000	SUPPLIES & MATERIALS		36,500
7900	RESERVE FOR CONTINGENCIES	36,500	
Total Reference BCDQSGJKNO		\$36,500	\$36,500
Reason:	Adjustment		
Description:	To cover expenditures (SAC Business Operations)		
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
Fund 12: General Fund Restricted			
B026970	04/12/21		
8100	FEDERAL REVENUES	(1,003,000)	
5000	OTHER OPERATING EXP & SERVICES		(1,003,000)
Total Reference B026970		\$(1,003,000)	\$(1,003,000)
Reason:	Special Project Adjustment		
Description:	Temporarily set up emergency aid budgets using inst portion		
B026974	04/15/21		
8600	STATE REVENUES	50,000	
2000	CLASSIFIED SALARIES		37,871
3000	EMPLOYEE BENEFITS		10,282
5000	OTHER OPERATING EXP & SERVICES		1,847
Total Reference B026974		\$50,000	\$50,000
Reason:	Special Project Adjustment		
Description:	SP2567 RHT budget augmentation		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 04/06/2021 To 04/26/2021
Board Meeting on 05/10/2021

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
B026977	04/16/21		
8600	STATE REVENUES	50,000	
2000	CLASSIFIED SALARIES		9,087
3000	EMPLOYEE BENEFITS		(3,939)
5000	OTHER OPERATING EXP & SERVICES		44,852
Total Reference B026977		\$50,000	\$50,000
Reason:	Special Project Adjustment		
Description:	SP# 2537 Statewide Director ICT/Digital Media budget augmentation		
B026981	04/22/21		
8100	FEDERAL REVENUES	(821,827)	
5000	OTHER OPERATING EXP & SERVICES		(821,827)
Total Reference B026981		\$(821,827)	\$(821,827)
Reason:	Special Project Adjustment		
Description:	Increase budget to match with G5		
B026982	04/23/21		
8100	FEDERAL REVENUES	821,827	
5000	OTHER OPERATING EXP & SERVICES		821,827
Total Reference B026982		\$821,827	\$821,827
Reason:	Special Project Adjustment		
Description:	Correction to B026981 (increase budget to match with G5)		
B026983	04/23/21		
8100	FEDERAL REVENUES	821,827	
5000	OTHER OPERATING EXP & SERVICES		821,827
Total Reference B026983		\$821,827	\$821,827
Reason:	Special Project Adjustment		
Description:	Increase budget to match with G5		
BC82GZ4H0L	04/19/21		
8600	STATE REVENUES	4,874,853	
2000	CLASSIFIED SALARIES		20,000
3000	EMPLOYEE BENEFITS		12,979
5000	OTHER OPERATING EXP & SERVICES		4,841,874
Total Reference BC82GZ4H0L		\$4,874,853	\$4,874,853
Reason:	Special Project Adjustment		
Description:	Allocate SWP Regional 2020-2021 incentive augmentation		
GLBUJP210001	04/14/21		
8600	STATE REVENUES	118,168	
1000	ACADEMIC SALARIES		201,508
2000	CLASSIFIED SALARIES		3
3000	EMPLOYEE BENEFITS		79,311
4000	SUPPLIES & MATERIALS		(403)
5000	OTHER OPERATING EXP & SERVICES		(90,203)
7000	OTHER OUTGO		(72,048)
Total Reference GLBUJP210001		\$118,168	\$118,168
Reason:	Special Project Adjustment		
Description:	2242 CA Adult Education Program 19-20 (SAC/CEC) to revise carryover budget 2020-21		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 04/06/2021 To 04/26/2021
Board Meeting on 05/10/2021

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
GLBUJP210002	04/14/21		
8600	STATE REVENUES	(118,910)	
1000	ACADEMIC SALARIES		59,831
2000	CLASSIFIED SALARIES		(832)
3000	EMPLOYEE BENEFITS		14,857
4000	SUPPLIES & MATERIALS		(4)
5000	OTHER OPERATING EXP & SERVICES		(34,290)
6000	CAPITAL OUTLAY		(2,960)
7000	OTHER OUTGO		(155,512)
Total Reference GLBUJP210002		\$(118,910)	\$(118,910)
Reason:	Special Project Adjustment		
Description:	2242 CA Adult Education Program 19-20 (SCC/OEC) to revise carryover budget 2020-21		
B026966	04/06/21		
8100	FEDERAL REVENUES	(800,000)	
7000	OTHER OUTGO		(800,000)
Total Reference B026966		\$(800,000)	\$(800,000)
Reason:	Delete Budget		
Description:	Delete budget for #1232 CARES Act-Institutional Aid		
B026970	04/12/21		
8100	FEDERAL REVENUES	1,003,000	
7000	OTHER OUTGO		1,003,000
Total Reference B026970		\$1,003,000	\$1,003,000
Reason:	Special Project Adjustment		
Description:	Temporarily set-up emergency aid budgets using inst portion		

RECOMMENDATION

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

4.2 (6)

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

To:	Board of Trustees	Date: May 10, 2021
Re:	Approval of Amendment to Agreement with HPI Architecture - Architectural Design Services for the new Johnson Student Center Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On September 8, 2014 the Board of Trustees approved an agreement with HPI Architecture for architectural services related to the new Johnson Student Center Project at Santa Ana College (Measure Q Bond Project) – to see original agreement, please [click here](#).

HPI Architecture is required to provide design, construction administration, and closeout services for the project, including, retaining Division of the State Architect (DSA) certification. The extension of time is needed to allow additional time for the architect to complete project closeout activities, “as-built” plan documents, and DSA certification as set forth in the terms of the agreement.

ANALYSIS

The services covered by this agreement commenced on September 9, 2014 and the new end date has been extended from June 30, 2021 to end when the notice of completion for the construction work, DSA Certification and project close-out has been achieved. There are no additional costs for this amendment. The agreement remains based on a not-to-exceed fee of \$3,145,043.80.

This agreement is funded by Measure Q.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with HPI Architecture - Architectural Design Services for the new Johnson Student Center Project at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: May 10, 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: 5/10/2021

Project: Johnson Student Center

Site: Santa Ana College

Consultants: HPI Architecture

Type of Service: Professional Design Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$2,105,735.00		9/9/2014	6/30/2019
Amendment #1	\$25,000.00			6/30/2019
Amendment #2	\$471,755.80			12/31/2020
Amendment #3	\$368,919.00			6/30/2021
Amendment #4	\$79,809.00			6/30/2021
Amendment #5	\$43,825.00			6/30/2021
Amendment #6	\$30,000.00	\$20,000.00		6/30/2021
Amendment #7				Project Close-Out
Total Agreement Amount	\$3,145,043.80			

AGREEMENT NO: 0076.00/ DESCRIPTION:

Amendment #7 is for an extension of time only.

This agreement #0076.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

Project Close-Out

SEVENTH AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **11th** day of **MAY** in the year **2021**, between **HPI ARCHITECTURE** hereinafter referred to as “**CONSULTANT**” and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- 1. To amend that certain AGREEMENT #00076.00 entered into on September 8, 2014, and amended on January 12, 2015, January 11, 2016, April 12, 2017, May 30, 2017, September 11, 2017 and February 26, 2018 to provide architectural services for the new Johnson Student Center at Santa Ana College for the Rancho Santiago Community College District. Please amend the AGREEMENT to include the following:
 - A. By extending the contract duration completion date from June 30, 2021 to be through December 31, 2021 or until the notice of completion for the construction work, Division of State Architect Certification and project close-out has been achieved.
- 2. 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. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- 3. Except as amended herein, the terms and conditions of AGREEMENT #00076.00 effective September 8, 2014, shall remain in full force and effect.

HPI ARCHITECTURE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By _____
Print Name _____
Title _____
Date _____
Email _____

By _____
Adam M. O’Connor
Interim Vice Chancellor, Business Operations and
Fiscal Services
Date _____

Agreement No. 0076.07
Board Approval: May 10, 2021
Purchase Order: 15-P0033332

COPIES TO:

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

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

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

To:	Board of Trustees	Date:	May 10, 2021
Re:	Approval of Agreement with BPI Inspection Service - Project Inspection Services for Information Technology Services Copper Wire Project at Santa Ana College		
Action:	Request for Approval		

BACKGROUND

This is a new agreement with BPI Inspection Service for Division of State Architect (DSA) project inspection services for the Information Technology Services (ITS) Copper Wire project at Santa Ana College. Please [click here](#) to see the agreement.

As required for all DSA approved projects, the District must hire a DSA-certified project inspector in accordance with the DSA Construction Oversight Process outlined on DSA PR-13-01. The project inspector services shall consist of all on-site inspections of the project and all inspection related activities, in compliance with the contract documents and code requirements. DSA inspection services are also required under California Education Code Sections 17309, 17311, 81141, 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations.

As part of the Central Plant project, new twisted pair copper wire was installed from Building A (headend “hub” location) to twenty-two buildings on campus to replace the old lines as part of the infrastructure improvements across campus. These copper lines were replaced and left coiled for future termination in each of the twenty-two buildings. This project will complete the switchover from the old copper system, which is currently in Building R (original headend “hub” location), by terminating the new wire in each building’s respective Intermediate Distribution Frame (IDF) rooms or the Building Distribution Frame (BDF) rooms. Upon completion of this project, Building R will no longer be the “hub” for copper lines and the campus will function as Building A being the “hub” for the copper wire system. The project is required to be completed prior to demolition of Russell Hall (Building R), which is anticipated to begin Spring 2023. The new copper lines will provide connectivity to support service for telephone voice systems, emergency telephone lines, elevator telephones, and fax machines. This project has received DSA approval.

ANALYSIS

A Request for Proposal #2021-296 for DSA Class 3 Inspection Services for the ITS Copper Wire project at Santa Ana College was solicited to six prequalified firms on February 19, 2021 with a due date of March 19, 2021. The District received two responses from BPI Inspection Service (Los Angeles) and Sandy Pringle Associates, Inc. (Torrance). A screening panel of three

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

The services covered by this agreement shall commence on May 11, 2021 and ends when the notice of completion for the construction work, Division of State Architect Certification and project close-out have been achieved. The contract includes an hourly, not to exceed fee of \$51,000 based on inspector hourly rates of \$85 an hour for a Class 3 inspector. The contract hourly rates shall remain the same through the duration of the contract term. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified inspection firms.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with BPI Inspection Service – Project Inspection Services for Information Technology Services (ITS) Copper Wire project at Santa Ana College as presented.

Fiscal Impact:	\$51,000	Board Date: May 10, 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: 5/10/2021

Project: Information Technology Services Copper Wire Project

Site: **Santa Ana College**

Consultants: **BPI Inspection Service**

Type of Service: Project Inspection Services

Agreement Summary	Amount	Reimbursables	Start	Duration	
					End
Original Contract Amount	\$51,000.00		5/11/2021		Project Close-Out
Total Agreement Amount	\$51,000.00				

AGREEMENT NO: 0410.00/ DESCRIPTION:

This agreement #0410.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$51,000.00**

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

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

To:	Board of Trustees	Date: May 10, 2021
Re:	Award of Bid #1402 – Information Technology Services Copper Wire Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is an approval for the award of Bid #1402 for the Information Technology Services (ITS) Copper Wire project at Santa Ana College. As part of the Central Plant project, new twisted pair copper wire was installed from Building A (headend “hub” location) to twenty-two buildings on campus to replace the old lines as part of the infrastructure improvements across campus. These copper lines were replaced and left coiled for future termination in each of the twenty-two buildings. This project will complete the switchover from the old copper system, which is currently in Building R (original headend “hub” location), by terminating the new wire in each building’s respective Intermediate Distribution Frame (IDF) rooms or the Building Distribution Frame (BDF) rooms. Upon completion of this project, Building R will no longer be the “hub” for copper lines and the campus will function as Building A being the “hub” for the copper wire system. The project is required to be completed prior to demolition of Russell Hall (Building R), which is anticipated to begin Spring 2023. The new copper lines will provide connectivity to support service for telephone voice systems, emergency telephone lines, elevator telephones, and fax machines. This project has received approval from the Division of the State Architect.

ANALYSIS

Bid #1402 for the Information Technology Services (ITS) Copper Wire project at Santa Ana College was advertised in the Orange County Register on February 14, 2021 and February 21, 2021. A Notice Inviting Formal Bids was sent to 73 contractors from the District’s qualified contractors list on February 16, 2021.

Bids were opened on March 25, 2021, as noted on the attached bid summary. The District received two bids for the project. Amtek Construction (Orange) submitted the lowest responsive bid in the amount of \$138,333. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of award of Bid #1402 Amtek Construction.

The anticipated start date is June 3, 2021. The estimated construction duration is 180 calendar days.

This project is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees award Bid #1402 to Amtek Construction for the Information Technology Services Copper Wire Project at Santa Ana College as presented.

Fiscal Impact:	\$138,333	Board Date: May 10, 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	



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

BID SUMMARY

BID #1402	PROJECT: ITS Copper Wire Project at Santa Ana College	TIME: 2:00 P.M. DATE: March 25, 2021
BIDDERS		TOTAL BASE BID AMOUNT
Amtek Construction 946 N Lemon Street Orange, CA 92867		\$138,333
PMK Professional, Incorporated 17925 Sky Park Circle, Suite C Irvine, CA 92614		\$206,000
2 TOTAL BIDDERS		

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

To:	Board of Trustees	Date: May 10, 2021
Re:	Approval of Amendment to Agreement with PBK Architects, Inc. - Architectural Services for Barrier Removal – East Broadmoor Trail Repairs at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On August 12, 2019, the Board of Trustees approved an agreement with PBK Architects, Inc. for architectural services for the Barrier Removal East Broadmoor Trail Repairs project at Santiago Canyon College. To see the original agreement, please [click here](#).

The project is nearing completion as the contractor is currently working on punch list items. The East Broadmoor Trail entrance intersects Newport Boulevard and is one of the earliest built vehicular entries into the campus. The condition of the existing asphalt is cracked, deteriorated, and nearing the end of its useful life. The project consists of repairing and/or replacement of the existing asphalt fire access roadway along with four crosswalk locations: one at Newport Boulevard entrance, two at the Loop Road intersection, and another from Parking Lot 1 to Building A. The four crosswalks will require improvements to remove accessibility barriers to persons with a disability and is part of the Blaser Settlement deficiencies. The existing asphalt crosswalks will be replaced with concrete crosswalks and the adjacent curb ramps will also be improved. Broadmoor Trail will also require re-striping of all pavement markings, and restriping approximately 9-12 months after construction is complete. This project has been approved by the Division of the State Architect. This is a state scheduled maintenance project.

The extension of time is needed to allow additional time for the architect to complete project closeout activities as set forth in the terms of the agreement for completing ‘as-built’ plan documents and Division of State Architect (DSA) certification. Close-out for the project and DSA certification is expected to continue through December 31, 2021.

ANALYSIS

The services covered by this agreement commenced on August 13, 2019 and the new end date is being extended from June 30, 2021 to end when the notice of completion for the construction work, Division of State Architect Certification, and project close-out has been achieved. There are no additional costs for this amendment. The agreement remains based on a not-to-exceed fee of \$62,000.

This agreement is funded by State Scheduled Maintenance Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with PBK Architects, Inc. - Architectural Services for Barrier Removal – East Broadmoor Trail Repairs at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: May 10, 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: 5/10/2021

Project: Barrier Removal – East Broadmoor Trail Repairs

Site: **Santiago Canyon College**

Consultants: **PBK Architects, Inc.**

Type of Service: Architectural Services

Agreement Summary	Amount	Reimbursables	Start	Duration	
				End	
Original Contract Amount	\$60,000.00	\$2,000.00	8/13/2019	6/30/2021	
Amendment #1					Project Close-Out
Total Agreement Amount	\$62,000.00				

AGREEMENT NO: 0356.00/ DESCRIPTION:

Amendment #1 is for an extension of time only.

This agreement #0356.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

Project Close-Out

FIRST AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **11th** day of **MAY** in the year **2021**, between **PBK ARCHITECTS, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0356.00 entered into on August 13, 2019 to provide architectural services for the BARRIER REMOVAL – EAST BROADMOOR TRAIL REPAIRS PROJECT AT SANTIAGO CANYON COLLEGE. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from June 30, 2021 to be until the notice of completion for the construction work, Division of State Architect Certification and project close-out has been achieved.
- B. 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. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0356.00, effective August 12, 2019, shall remain in full force and effect.

The parties, through their authorized representatives, have executed this AMENDMENT as of the day and year written above.

PBK ARCHITECTS, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Adam M. O’Connor

Title _____

Interim Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

Agreement No. 0356.01
Board Approval: May 10, 2021
Purchase Order: 20-P0058313

COPIES TO:

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

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

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

To:	Board of Trustees	Date: May 10, 2021
Re:	Reject all Bids for Bid #1401 – Orange Education Center Site Remediation at 1465 North Batavia Street, Orange, CA 92867	
Action:	Request for Approval	

BACKGROUND

This is a recommendation for the rejection of Bid #1401 – Orange Education Center Site Remediation at 1465 North Batavia Street, Orange, CA 92867.

On July 8, 2020 the Orange County Health Care Agency (OCHCA) approved the District’s Remediation Action Plan as part of the site remediation activities at Orange Education Center. The environmental consultant prepared design plans for construction. The construction services consist of utility locating, vertical drilling, site trenching, and heavy-duty perforated piping to install soil vapor extraction wells throughout the site. The installation also includes site preparation, equipment enclosures, plumbing, mechanical, and electrical services to install a soil vapor treatment plant. The treatment plant includes new process piping, treatment tanks, mechanical blowers, high performance filtration equipment, electrical panels, disconnects, and remote monitoring equipment. The treatment plant will remove hazardous underground vapors and clean the contaminated vapors through a carbon vessel system and exhaust clean vapors in the atmosphere in accordance with the agency’s approved Remediation Action Plan.

The contractor will also coordinate with both the District’s engineers and commissioning consultants to implement a systematic commissioning process. This process will review system flow rates, radius of influence, calibration, adjusting, testing, balancing, and overall performance testing. The commissioning process will be incorporated by the contractor as part of a construction quality control plan to ensure the system effectiveness is not compromised during the initial installation and startup activities of the site remediation system.

Once construction is completed, it is unknown how long the remediation system will need to be in operation. At minimum, the environmental consultant is projecting the system to be in operation for at least five years before there is sufficient data to demonstrate the installed remediation system’s effectiveness and rate of reduction of subsurface soil vapors.

ANALYSIS

Bid #1401 for the Orange Education Center Site Remediation at 1465 North Batavia Street, Orange, CA 92867 was advertised in the Orange County Register on January 31, 2021 and February 7, 2021. A Notice Inviting Formal Bids was sent to 90 contractors from the District’s qualified contractors list on February 1, 2021.

A mandatory job walk was conducted on February 9, 2021, and there were 10 attendees. Bids were opened on April 15, 2021, as noted on the attached bid summary. The District received one bid for the project. Upon review of the one bid, the District recommends rejection of the bid due to failure to submit a bid bond. This is not considered a minor waivable item and the bid is deemed non-responsive.

Staff is currently re-evaluating the scope of work, the budget, construction schedule, and does not recommend awarding the bid at this time. District staff is also considering alternative bidding options and is consulting with legal counsel.

RECOMMENDATION

It is recommended the Board of Trustees reject all bids for Bid #1401 – Orange Education Center Site Remediation at 1465 North Batavia Street, Orange, CA 92867 as presented.

Fiscal Impact:	N/A	Board Date: May 10, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



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

BID SUMMARY

BID #1401

PROJECT: Orange Education Site Remediation
1465 North Batavia Street
Orange, CA 92867

TIME: 2:00 P.M.
DATE: April 15, 2021

REJECT ALL BIDS

BIDDERS

TOTAL BASE BID AMOUNT

ES Engineering Services, LLC dba Montrose Environmental Solutions
1631 East Saint Andrew Place
Santa Ana, CA 92705

\$2,710,000
* Non-Responsive

1 TOTAL BIDDER

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Vice Chancellor - Business Operations/Fiscal Services

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340 – Office

Date: May 4, 2021

To: Marvin Martinez, Chancellor

From: Adam O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services
Carri Matsumoto, Assistant Vice Chancellor, Facilities Planning, Construction
and Support Services

Subject: Response to Board Request from Trustee Hanna Regarding Item 2.5 (Rejection of
All Bids for Bid #1401 for Orange Education Center (OEC) Site Remediation at
1465 North Batavia Street, Orange, California 92867)

From Trustee Hanna

Trustee Hanna asked for a list of the 91 businesses that received a RFP for Bid #1402 for Item 2.5.

Response: The Bid Notice was e-mailed on February 1, 2021 to the below contractors that were listed on the District's qualified A licensed (general engineering) list of contractors. In addition, the Bid Notice was advertised in the Orange County Register on January 31, 2021 and February 7, 2021:

A&D FIRE SPRINKLERS INC
A2Z CONSTRUCT INC
ABC RESOURCES
ACR CONCRETE & ASPHALT CONSTRUCTION, INC
A. J. FISTES CORPORATION
ACCESS GENERAL CONTRACTING INC
ACCESS PACIFIC, INC
AID BUILDERS
ALL AMERICAN ASPHALT
AMERICAN INTEGRATED SERVICES INC.
AMTEK CONSTRUCTION
ARAMEXX GROUP, INC
ARROW PARKING LOT SERVICE
ASTRA BUILDERS INC
BALFOUR BEATTY CONSTRUCTION, LLC
BALI CONSTRUCTION INC
BEN'S ASPHALT, INC.
BEST CONTRACTING SERVICES INC

BOWEN ENGINEERING & ENVIRONMENTAL
CSI ELECTRICAL CONTRACTORS INC
CS LEGACY CONSTRUCTION INC
CALIBA INC
CALTEC CORP
CENTURY PAVING INC
CITY SERVICE PAVING
CONTROL AIR ENTERPRISES, LLC
DV CONSTRUCTION & LANDSCAPING, INC.
DE LA TORRE COMMERCIAL INTERIORS INC
DRILL TECH DRILLING & SHORING INC
EAGLE SOLUTIONS, INC. DBA EAGLE BUILDERS
EXBON DEVELOPMENT INC.
FISCHER INC
GGG DEMOLITION INC
GENERAL CONSOLIDATED CONSTRUCTORS, INC
HARDY & HARPER, INC
INTEGRATED DEMOLITION AND REMEDIATION INC.
JRH CONTRUCTION CO INC
KANA SUBSURFACE ENGINEERING
KEMPCORP CONTRUCTION INC
KINCAID INDUSTRIES INC
KITSON CONTRACTORING INC
KLASSIC ENGINEERING & CONSTRUCTION INC.
LEGACY CONSTRUCTION INC
LEONIDA BUILDERS
LOS ANGELES ENGINEERING INC.
M. W. LOYD INC
MZN CONSTRUCTION, INC.
MACK P AND S CONSTRUCTION INC
MARIPOSA LANDSCAPES, INC
MATSON CONSTRUCTION SERVICES INC
MILLER ENVIRONMENTAL
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION
NATIONAL DEMOLITION CONTRACTORS
NATIONAL DEMOLITION CONTRACTORS, INC
OHNO CONSTRUCTION INC
OLYMPUS PAINTING INC
OPTIMA RPM, INC
PCL CONSTRUCTION SERVICES, INC.
P.H. HAGOPIAN CONTRACTOR
PCN3, INC
PATRIOT CONTRACTING & ENGINEERING INC
PELTZER PLUMBING INC
PIERRE LANDSCAPE, INC.
PIPE CONSTRUCTORS INC
PLATINUM CONSTRUCTION, INC.
PLUMBING PIPING & CONSTRUCTION INC

PREFERRED CEILING INC
PRO-CRAFT CONSTRUCTION INC
R JENSEN CO INC
R2B ENGINEERING (R2BUILD)
RS CONSTRUCTION & DEVELOPMENT, INC
RAMCO, GENERAL ENGINEERING CONTRACTORS
RELIABLE MONITORING SERVICES, DBA RMS LIFE SAFETY
ROCKY COAST BUILDERS INC
ROBERT D GOSNEY CONSTRUCTION
SFM CONSTRUCTION INC
SJD&B, INC
SPAREA
SEA WEST ENTERPRISES, INC
SILVERADO CONTRACTORS INC.
SOUTHERN CALIFORNIA GRADING INC
SULLY-MILLER CONTRACTING COMPANY
TAFT ELECTRIC COMPANY
TRANE US INC DBA TRANE
USS CAL BUILDERS INC.
VALLEY PIPELINE SERVICES, INC.
WATKINS ENVIRONMENTAL, INC
CLAUSS CONSTRUCTION
AMPCO CONTRACTING, INC.
RESOURCE ENVIRONMENTAL, INC.

List of All Job Walk Attendees:

AMERICAN INTEGRATED SERVICES, INC.
SCS FIELD SERVICES
AMETEK CONSTRUCTION
MONTROSE ENVIRONMENTAL
PATRIOT CONTRACTING & ENGINEERING INC
PCL CONSTRUCTION SERVICES, INC.
MLC CONSTRUCTORS, INC.
HORIZONS CONSTRUCTION COMPANY
ERRG – Engineering/Remediation Resources Group, Inc.
EXCELL EXCAVATING, INC.

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

To:	Board of Trustees	Date: May 10, 2021
Re:	Approval of Amendment to Agreement with LSA Associates, Inc. for On-Call Traffic Management and CEQA Consulting Services	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing on-call agreement for an extension of time and additional services. On April 24, 2017, the Board of Trustees approved an agreement with LSA Associates, Inc. for on-call traffic management and California Environmental Quality Act (CEQA) consulting services. To see the original agreement, please [click here](#).

In accordance with California Code of Regulations, Title 14, Division 6, Chapter 3, the District is required to follow guidelines of the California Environmental Quality Act (CEQA). The CEQA serves to inform governmental decision makers and the public about; 1) the potential, significant environmental effects of proposed activities, 2) identify ways that environmental damages can be avoided or significantly reduced, 3) Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the governmental agency finds the changes to be feasible, and 4) disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved.

The District requires on an as-needed basis, the services of an on-call consultant specializing in the CEQA to assist the District with a variety of studies and activities to ensure CEQA compliance. This on-call agreement will allow the District to work with LSA Associates, Inc. to assist in a variety of tasks including, but not limited to: preparation of Categorical Exemptions (CE), Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), and Environmental Impact Reports (EIR); traffic impact assessment reports; and assessing other CEQA issues, traffic and parking conditions.

ANALYSIS

The amendment is to increase the contract by \$25,000. The total contract amount has increased from \$75,000 to a not to exceed amount of \$100,000. The additional amount of \$25,000 is anticipated to cover any on-call CEQA services over the next year. The District has reviewed the fee and it is reasonable and within industry standards. The services covered by this agreement commenced on April 25, 2017 and the end date is being extended from June 30, 2021 to June 30, 2022.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with LSA Associates, Inc. for On-Call Traffic Management and CEQA Consulting Services as presented.

Fiscal Impact:	\$25,000	Board Date: May 10, 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: 5/10/2021

Project: On-Call Traffic Management & CEQA

Site: **District-Wide**

Consultants: **LSA Associates, Inc.**

Type of Service: Traffic Management & CEQA Consulting Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$72,500.00	\$2,500.00	4/25/2017	6/30/2021
Amendment #1	\$25,000.00			6/30/2022
Total Agreement Amount	\$100,000.00			

AGREEMENT NO: 0230.00/ DESCRIPTION:

Amendment #1 is for additional services and an extension of time.

This agreement #0230.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$25,000.00**

Contract End Date: **6/30/2022**

FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **11th** day of **MAY** in the year **2021**, between **LSA ASSOCIATES, INCORPORATED** hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT #0230.00 entered into on April 25, 2017, to provide On-Call Traffic Management and CEQA Consulting services for various improvement projects. Please amend the AGREEMENT to include the following:
 - 1. By increasing the AGREEMENT amount by TWENTY-FIVE THOUSAND DOLLARS ONLY (\$25,000) from SEVENTY-FIVE THOUSAND DOLLARS ONLY (\$75,000) for a total agreement amount of ONE HUNDRED THOUSAND DOLLARS ONLY (\$100,000); and
 - 2. By extending the contract duration from June 30, 2021 to be through June 30, 2022
- B. 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. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT 0230.00 effective April 25, 2017, shall remain in full force and effect.

LSA ASSOCIATES, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Adam M. O’Connor
Interim Vice Chancellor, Business Operations and
Fiscal Services

Title _____

Date _____

Date _____

Email _____

Agreement No. 0230.01
Board Approval: May 10, 2021
Purchase Order: 17-P0046335

COPIES TO:

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

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

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

To:	Board of Trustees	Date: May 10, 2021
Re:	Approval of Amendment to Agreement with MHP, Inc. - On-Call Structural Engineering Services for Various Facility Improvement Projects District-Wide	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On June 25, 2018, the Board of Trustees approved an agreement with MHP, Inc. for on-call structural engineering services for various facility improvement projects district-wide. To see the original agreement, please [click here](#).

The District requires on an as-needed basis, the assistance of a structural engineering consultant to respond quickly when there are immediate investigations that need to occur. The District's intent is to utilize the on-call structural engineer in emergency situations following earthquake events or when needed to assess health and safety conditions as it relates to structural conditions. The consultant will be responsible to undertake building assessments to develop and provide any relevant analyses, investigations, evaluations and recommendations for repair and remediation. If necessary, the consultant may be required to create plans and specifications to be submitted to appropriate agencies, including, but not limited to, the City of Santa Ana, City of Orange, and DSA. The District continues to have on-call structural engineering needs due to the volume of structural investigations and engineering work requested and required for college facilities.

ANALYSIS

The services covered by this agreement commenced on June 26, 2018 and the end date is being extended from June 30, 2021 to June 30, 2023. There are no additional costs for this amendment. The agreement remains based on a total not-to-exceed fee of \$150,000.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with MHP, Inc. - On-Call Structural Engineering Services for Various Facility Improvement Projects District-Wide as presented.

Fiscal Impact:	N/A	Board Date: May 10, 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: 5/10/2021

Project: On-Call Structural Engineer

Site: **District-Wide**

Consultants: **MHP, Inc.**

Type of Service: Structural Engineering Services

Agreement Summary	Amount	Reimbursables	Start	Duration	
				End	
Original Contract Amount	\$145,000.00	\$5,000.00	6/26/2018		6/30/2021
Amendment #1					6/30/2023
Total Agreement Amount	\$150,000.00				

AGREEMENT NO: 0289.00/ DESCRIPTION:

Amendment #1 is for an extension of time only.

This agreement #0289.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

6/30/2023

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT
ON-CALL STRUCTURAL ENGINEERING

THIS AMENDMENT to AGREEMENT is made this **11th** day of **MAY** in the year **2021**, between **MHP INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0289.00 entered into on 26th of June 2018, to provide ON-CALL STRUCTURAL ENGINEERING Consulting Services for the District. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from June 30, 2021 to be through June 30, 2023.
- B. 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. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0289.00, effective June 26, 2018, shall remain in full force and effect.

MHP, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Adam M. O’Connor

Title _____

Interim Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

Agreement No. 0289.01
Board Approval: May 10, 2021
Purchase Order: 19-P0052800

COPIES TO:

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

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

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

To:	Board of Trustees	Date: May 10, 2021
Re:	Approval of Agreement with IDS Group, Inc. - Constructability Review Services for the Access Control Pilot Projects at Santa Ana College, Santiago Canyon College and Digital Media Center	
Action:	Request for Approval	

BACKGROUND

This is a new agreement for constructability review services for the Access Control Pilot Projects at Santa Ana College, Santiago Canyon College and Digital Media Center.

In 2018, the District completed an assessment of all doors districtwide in an effort to develop a long-term plan to transition to an electronic access control system (electronic key card access for entry into buildings), which also included developing a new key lock standard and key distribution procedure. Due to long standing legacy issues related to key control, problems with multiple key manufacture types across multiple buildings, and a lack of a standardized key distribution procedure districtwide, the District spent several years planning, creating a new mechanical (a hard key) key system (Medeco), and developing Administrative Regulation (AR) 3501 Campus Security and Access, Pilot Key and Electronic Access Control Procedure in collaboration with consultants, Campus Safety and Security, and a districtwide workgroup. In March 2020, the District approved AR 3501 procedures and has undertaken test pilots at the District Office, new Science Center and Johnson Student Center buildings at Santa Ana College.

The District has hired an architect to proceed with the design of additional test pilots at Santa Ana College (Bldg. D), Santiago Canyon College (Bldg. D and H), and Digital Media Center. The buildings selected in this next phase of test pilot projects are based on varying conditions and types. The pilot objectives are to assess the complexities of installing an electronic access control system in older and newer buildings with varying conditions in an effort to resolve technical and operational concerns. Once the upgrades and overall procedures and system is successfully piloted, the District will be able to develop and deploy the new electronic access control system on a larger scale when funding is available.

The scope of work for the pilot projects will include low voltage and electrical infrastructure upgrades, door and hardware upgrades, barrier removal upgrades, and integration into the District's centralized Genetec Security Center platform.

The consultant will review the drawings, specifications, and other documents for all architectural and engineering design disciplines and provide comments for the design team to address and correct. This professional service is common for infrastructure upgrades and barrier removal

scope as this level of due diligence review of the documents assists the District and design team to ensure various technical design elements are coordinated prior to construction. As there can never be a perfect set of architectural plans produced for any project, the District makes every effort to facilitate the best outcome for construction of a project with this third-party review to assist the design team as much as possible to ensure a smoother execution in construction. Plans and specifications are reviewed for items such as building and site condition details, new and existing utilities, accuracy of utility point of connections, electrical panel upgrades, space planning of new electrical equipment, and adherence to the District’s design standards. These services will reduce design errors, omissions, conflicts, ambiguity, reduce contractor change orders, and mitigate delays during construction.

ANALYSIS

A Request for Qualifications/Request for Proposal (RFQ/RFP) #2021-292 for Constructability Review Services was solicited to 13 firms on January 15, 2021 with a response deadline of February 26, 2021. The RFQ/RFP was also advertised on the Community College Facility Coalition Website. The District received responses from Bernards (Irvine); Cumming Corporation (Aliso Viejo); IDS Group, Inc. (Irvine); Kitchell (Tustin); Klemanowicz & Associates (Redondo Beach); OCMI, Inc. (Irvine); and VSA (Santa Ana). A screening panel convened on March 1, 2021 to review the proposals and interviewed Bernards; Cumming Corporation; IDS Group, Inc.; Kitchell; and OCMI, Inc. on March 9, 2021. The screening panel unanimously recommends IDS Group, Inc. after a thorough review and based on a culmination of their response, experience, team members, project approach, fee, interview performance, technical expertise, knowledge and ability to meet the anticipated schedule. It is recommended the District enter into an agreement with IDS Group, Inc. to provide constructability review services for the Access Control Pilot Projects at Santa Ana College, Santiago Canyon College and Digital Media Center. Please [click here](#) to see the agreement.

The services covered by this agreement shall commence May 11, 2021 and ends December 31, 2022. The contract is a total not-to-exceed fee of \$43,015. The District has reviewed the fee and finds it reasonable, within industry standards, and similar to other prequalified constructability review firms.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with IDS Group, Inc. - Constructability Review Services for the Access Control Pilot Projects at Santa Ana College, Santiago Canyon College and Digital Media Center as presented.

Fiscal Impact:	\$43,015	Board Date: May 10, 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: 5/10/2021

Project: Access Control Pilot Projects

Site: **Santa Ana College,
Santiago Canyon College, and
Digital Media Center**

Consultants: **IDS Group, Inc.**

Type of Service: Constructability Review Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$43,015.00		5/11/2021	12/31/2022
Total Agreement Amount	\$43,015.00			

AGREEMENT NO: 0413.00/ DESCRIPTION:

This agreement #0413.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$43,015.00**

Contract End Date: **12/31/2022**

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

To:	Board of Trustees	Date: May 10, 2021
Re:	Approval of Agreement with Cordoba Corporation for Districtwide Americans with Disabilities Act (ADA) Project Management and Planning Consultant Services for Various Sites	
Action:	Request for Approval	

BACKGROUND:

This is a new on-call agreement for districtwide access compliance consulting services for Santa Ana College, Santiago Canyon College, District Office, Digital Media Center, Centennial Education Center and Orange County Sheriff's Regional Training Academy. The District has been actively making districtwide facility accessibility improvements for the last five years as a result of an updated Americans with Disabilities Act (ADA) Transition Plan (March 2019) and further necessitated by an accessibility claim filed in 2014 for Santiago Canyon College that resulted in a settlement in November 2015. The settlement agreement provided that specific repairs would be undertaken to the Santiago Canyon College within a ten-year timeframe and identified 659 accessibility deficiencies. Repair work began in 2017 and will continue through 2026. Currently, 83% of the exterior deficiencies noted in the settlement have been corrected and 82% on the interior. The remaining deficiencies are the most difficult and challenging to correct and are in the planning and design phases, which require further DSA approval. This year the District needs to retain specialized accessibility consultants by way of a new Request for Qualifications and Proposals to continue with these efforts of improvements.

Project managers are needed to assist the District in planning, coordinating, developing project scopes of work, budgeting, managing, overseeing design and construction, and assisting to closeout several ADA repair projects in accordance with the ADA Transition Plan for sites noted above.

ANALYSIS:

A Request for Qualifications/Request for Proposal (RFQ/RFP) #2021-285 was solicited on December 1, 2020 to interested consultants and advertised on the District's website. The District received responses from three firms; Cordoba Corporation (Santa Ana); Marx|Okubo Associates, Inc. (Santa Ana); and Partner Engineering and Science, Inc. (Torrance). A screening panel of five members convened on January 25, 2021 to review the proposals and interviewed Cordoba Corporation and Marx|Okubo Associates, Inc. on February 10, 2021. The selection panel unanimously recommends Cordoba Corporation based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, and fee. It is recommended that the District enter into an agreement with Cordoba

Corporation for Project Management for Districtwide Access Compliance Services. Please [click here](#) to see the agreement.

The services covered by this agreement will commence on June 1, 2021 and end June 30, 2022. The contract is an hourly, not-to-exceed fee of \$315,000. The District has reviewed the fee and it is reasonable, within industry.

The District will have the ability to renew the contract on an annual basis for up to an additional four (4) years maximum at an hourly, not-to-exceed fee of \$285,400 per year. The hourly rates are fixed for a five-year period. The contract duration is June 1, 2021 through June 30, 2022 with an option to renew up to four additional years on an annual basis if the District elects to renew such contract based on project need and workload assignments.

The total five-year breakdown is estimated as follows:

Year 1 (6/1/21 – 6/30/22):	\$315,000
Year 2 (7/1/22 – 6/30/23):	\$285,000 optional to renew based on need
Year 3 (7/1/23 – 6/30/24):	\$285,000 optional to renew based on need
Year 4 (7/1/24 – 6/30/25):	\$285,000 optional to renew based on need
Year 5 (7/1/25 – 6/30/26):	<u>\$285,000</u> optional to renew based on need
Total Not to Exceed:	\$1,455,000

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Cordoba Corporation for Districtwide Americans with Disabilities Act (ADA) Project Management and Planning Consultant Services for various sites as presented.

Fiscal Impact:	\$315,000	Board Date: May 10, 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: 5/10/2021

Project: Access Compliance

Site: Districtwide

Consultants: Cordoba Corporation

Type of Service: Access Compliance Project Management Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$315,000.00		6/1/2021	6/30/2022
Total Agreement Amount	\$315,000.00			

AGREEMENT NO: 0412.00/ DESCRIPTION:

This agreement #0412.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$315,000.00**

Contract End Date: **6/30/2022**

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

To:	Board of Trustees	Date: May 10, 2021
Re:	Approval of Agreement with Marx Okubo Associates, Inc. for Districtwide Certified Access Specialist (CASp) Project Management and Planning Consultant Services for Various Sites	
Action:	Request for Approval	

BACKGROUND

This is a new on-call agreement for districtwide access compliance consulting services for Santa Ana College, Santiago Canyon College, District Office, Digital Media Center, Centennial Education Center and Orange County Sheriff's Regional Training Academy. The District has been actively making districtwide facility accessibility improvements for the last five years as a result of an updated Americans with Disabilities Act (ADA) Transition Plan (March 2019) and further necessitated by an accessibility claim filed in 2014 for Santiago Canyon College that resulted in a settlement in November 2015. The settlement agreement provided that specific repairs would be undertaken to the Santiago Canyon College within a ten-year timeframe and identified 659 accessibility deficiencies. Repair work began in 2017 and will continue through 2026. Currently, 83% of the exterior deficiencies noted in the settlement have been corrected and 82% on the interior. The remaining deficiencies are the most difficult and challenging to correct and are in the planning and design phases, which require further DSA approval. This year the District needs to retain specialized accessibility consultants by way of a new Request for Qualifications and Proposals to continue with these efforts of improvements.

Certified Access Specialists (CASp) are needed to assist the District in planning, coordinating, developing project scopes of work, budgeting, managing, overseeing design and construction, and assisting to closeout several ADA repair projects in accordance with the ADA Transition Plan for sites noted above. Additionally, the CASp consultants are utilized as a resource on an as-needed basis to undertake plan and project reviews during the design and construction phases of projects as an independent third party. They assist the District to ensure accessibility requirements are addressed and implemented per code and provide guidance when there are questions regarding code compliance. These practices are undertaken as a necessary step to ensure that proper due diligence is undertaken by the District for compliance purposes to avoid future claims and litigation.

ANALYSIS

A Request for Qualifications/Request for Proposal (RFQ/RFP) #2021-285 was solicited on December 1, 2020 to interested consultants and advertised on the District's website. The District received responses from three firms; Cordoba Corporation (Santa Ana); Marx|Okubo Associates, Inc. (Santa Ana); and Partner Engineering and Science, Inc. (Torrance). A screening panel of

five members convened on January 25, 2021 to review the proposals and interviewed Cordoba Corporation and Marx|Okubo Associates, Inc. on February 10, 2021. The selection panel unanimously recommends Marx|Okubo Associates, Inc. based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, and fee.

The firm has several qualified CASp on staff who will be assisting the District and are also familiar with both the District’s ADA Transition Plan and all of the settlement deficiencies (659) that need to be corrected. It is recommended that the District enter into an agreement with Marx|Okubo Associates, Inc. for Project Management Services for Districtwide Access Compliance Services. Please [click here](#) to see the agreement.

The services covered by this agreement will commence on June 1, 2021 and end June 30, 2022. The contract is an hourly, not-to-exceed fee of \$665,000. The District has reviewed the fee and it is reasonable, within industry standards.

The District will have the ability to renew the contract on an annual basis for up to an additional four (4) years maximum at an hourly, not-to-exceed fee of \$615,000 per year. The hourly rates are fixed for a five-year period. The contract duration is June 1, 2021 through June 30, 2022 with an option to renew up to four additional years on an annual basis if the District elects to renew such contract based on project need and workload assignments.

The total five-year breakdown is estimated as follows:

Year 1 (6/1/21 – 6/30/22):	\$665,000
Year 2 (7/1/22 – 6/30/23):	\$615,000 optional to renew based on need
Year 3 (7/1/23 – 6/30/24):	\$615,000 optional to renew based on need
Year 4 (7/1/24 – 6/30/25):	\$615,000 optional to renew based on need
Year 5 (7/1/25 – 6/30/26):	<u>\$615,000</u> optional to renew based on need
Total Not to Exceed:	\$3,125,000

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Marx|Okubo Architects, Inc. for Districtwide Certified Access Specialist (CASp) Project Management and Planning Consultant Services for Various Sites as presented.

Fiscal Impact:	\$665,000	Board Date: May 10, 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: 5/10/2021

Project: Access Compliance

Site: Districtwide

Consultants: Marx|Okubo Associates, Inc.

Type of Service: Access Compliance Project Management Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$665,000.00		6/1/2021	6/30/2022
Total Agreement Amount	\$665,000.00			

AGREEMENT NO: 0411.00/ DESCRIPTION:

This agreement #0411.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$665,000.00**

Contract End Date: **6/30/2022**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: May 10, 2021
Re: Approval of Professional Services Agreement with BrandIQ	
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 (SWP) - 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. Faculty innovation plays a central role in providing nimble responses to student and employer needs in Career Technical Education (CTE). Previous rounds of SWP funding were used to gather faculty from several Los Angeles colleges to work on regional approaches to CTE innovation. COVID brought disruption and opportunity. As campuses now balance online, hybrid and in-person instruction, faculty is uniquely positioned to satisfy changing skills needs in a post-pandemic economy. This agreement will establish facilitation and planning of the LAOCRC Faculty Innovation Hub. The primary audience will be faculty at both Los Angeles and Orange County colleges.

ANALYSIS

BrandIQ will provide professional services in facilitating and planning the LAOCRC Faculty Innovation Hub. BrandIQ will plan and lead weekly steering committee meetings during the performance period. The steering committee meetings will achieve the following goals: 1. Build a "gathering space" that empowers collaboration between the LA19 colleges (physically or virtually) to create a highly connected regional faculty, and 2. Begin engagement of OC faculty to strengthen the regional hub. The effectiveness of this initiative will be reinforced by assessing initial planning and scope, with all efforts ultimately geared towards impacting student experience, learning outcomes, and job success. The LA/OC Regional Consortium Governance Council approved to distribute supplemental SWP funding in the amount of \$155,300.00 to support the LAOCRC Academic Resource and Professional Development Innovation Hub for LA and OC faculty, which is convened and facilitated by BrandIQ. The performance period is May 10, 2021 through March 31, 2022, 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 a related agreement on behalf of the district.

Fiscal Impact:	\$155,300.00 (grant-funded)	Board Date: May 10, 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, on behalf of Rancho Santiago Community College District and BrandIQ, LLC, having its principal business address located at 1915 Hyperion Ave., Los Angeles, CA 90027 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 May 10, 2021, whichever is later, and shall continue in full force and effect thereafter until and including March 31, 2022 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed One Hundred Fifty Five Thousand Three Hundred Dollars (\$155,300.00) ("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 Davis
Assistant Vice Chancellor, Education and Workforce Development
2323 N. Broadway
Santa Ana, CA 92706

Contractor: Michael Murphy, BrandIQ
1915 Hyperion Ave.
Los Angeles, CA 90027

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:___

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.

Insert detailed Scope of Work & Payment Schedule

SCOPE OF WORK

BrandIQ will design, lead and execute strategic planning, capacity building and stakeholder engagement for LAOCRC Faculty Innovation Hub

Purpose

The creation of this LAOCRC Academic Resource and Professional Development Innovation Hub was a response to several regional challenges including disruptive change, declining enrollments, and the need to support the local economy. A major driver of declines was the consumer preferences relating to the actual educational “product,” including course content and delivery. While each college and discipline within CE are independently working on improving the educational product and student outcomes through the past 3 rounds of SWP funding, The Hub is meant to accelerate Career Education impact ‘at-scale’ on *employment in a jobs related to field of study* and *wage gains* through regional collaboration.

The Hub will provide faculty from all consortium colleges with the opportunity to collaborate and share best practices and innovations for curriculum. Faculty that agree to working in the Hub “accountability/results-framework” will receive stipends for their Innovation efforts.

The Hub will also be creating virtual and in-person space and working groups, for GE/CE cross-college/cross-discipline collaboration, faculty professional development, alignment with industry with accelerating roll-out of regional “at-scale projects like Amazon Web Services (AWS), and regional acceleration of successful local CE initiatives. At the heart of the work will be ‘Equity’. It is embedded in all goals and objectives.

Faculty Members

Stakeholder Engagement

- BrandIQ works with an Innovation Hub steering committee made up of 9 faculty leaders from 7 colleges
- BrandIQ will be recruiting 30 additional faculty members from the LA19 to become members of 3 CANS (working groups) in September
- BrandIQ will begin building a core faculty team in Orange County to plan for an OC faculty retreat to be held in the fall

BrandIQ team

There will be several members of the BrandIQ team that will play key roles for the Innovation Hub initiative.

Mike Murphy, Project Lead, Founder, BrandIQ
Jared Mack
Amanda Bolton
Ivan Valdez
Chris Kennen
Toni Cooke

Activities

Innovation Hub Planning

- 1- Steering committee meetings
- 2- Plan, lead and recap discussions, approvals and outcomes of Hub Steering committee meetings
- 3- Final Analysis of Hard-to-Convert recos with enrollment and LMI data
- 4- Create communication strategy which includes leveraging steering committee and past retreat participants initially to broaden faculty discipline involvement in all 3 initial CANS (faculty leaders/past retreat participants/opinion-makers/innovators) for HTC sectors, Professional Development badge system and Allied Health career ladders curriculum
- 5- Develop operating plan and recruit for CANS
- 6- Plan for a HUB launch retreat for fall
- 7- Finalize plan how faculty will be compensated

Allied Health CAN 1 Launch

- 1- Recruit, form and begin executing Allied Health Non-Credit to Credit CNA Curriculum Development Project

Orange County Stakeholder Engagement

- 1-OC informational zoom convenings to share (selling) a SWP funded faculty retreat for Orange County CE/GE faculty
- 2- Preliminary Plan for an SWP OC faculty fall retreat

DETAILED SCHEDULE OF PAYMENT:
 Invoice Monthly, Week 3, 30 DAYS NET
 PURCHASE ORDER BY
 Rancho Santiago Community College District

	May	June	July	Aug	Sept	Total Weeks	Total
Weeks	5	4	4.5	4.5	2	20	
Task 1: Hub Planning	\$ 25,575	\$ 20,460	\$ 23,018	\$ 23,018	\$ 10,428		\$ 102,498
Task 2: Allied Health CAN	\$ 9,300	\$ 7,440	\$ 8,370	\$ 8,370	\$ 3,792		\$ 37,272
Task 3: Orange County Stakeholder Engagement	\$ 3,875	\$ 3,100	\$ 3,488	\$ 3,488	\$ 1,580		\$ 15,530
Total	\$ 38,750	\$ 31,000	\$ 34,875	\$ 34,875	\$ 15,800		\$ 155,300

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date:	May 10, 2021
Re:	Approval of BoardDocs Services Agreement Subscription with Diligent Corporation		
Action:	Request for Approval		

BACKGROUND

During the February 8, 2021 Board of Trustees meeting, Diligent Corporation conducted a presentation on their BoardDocs product to showcase its features and capabilities to the Board of Trustees. BoardDocs is an industry-leading Board management solution that helps institutions streamline tasks related to printing, assembling, distributing and revising Board packets and other document preparation processes to support Board meetings.

ANALYSIS

The District has conducted an extensive review of BoardDocs' accessibility standards and features and found it to be adequate for use to support Board of Trustees meetings and to track and maintain Board Policies and Administrative Regulations. In addition, the product is suitable to support Participatory Governance committees districtwide, as well as Board Committee meetings. The District negotiated a mutually agreeable contract with Diligent Corporation to acquire its BoardDocs product through an annual subscription. The service agreement also includes assistance with system implementation and training.

The subscription period is from May 11, 2021 through June 30, 2022. The total cost for the subscription period is \$20,945.21. This includes a pro-rated subscription fee of \$2,445.21 for the months of May and June in 2021; an annual subscription fee of \$17,500 for the period between July 1, 2021 to June 30, 2022 and a one-time fee of \$1,000 for remote implementation and training.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the BoardDocs Services Agreement Subscription with Diligent Corporation as presented.

Fiscal Impact:	\$20,945.21	Board Date:	May 10, 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		



Order Form

This Order Form is dated and is effective as of the Effective Date set forth below and is made by and between **Rancho Santiago Community College District** (hereinafter “**Client**” or “**Customer**”) whose principal place of business is 2323 N. Broadway, Santa Ana, California 92706 and **Diligent Corporation** (hereinafter “**Diligent**”), with an office located at 1111 19th Street NW, Washington DC, 20036. Each of Client and Diligent are a “**Party**” and are together the “**Parties.**”

A. Terms of Agreement

This Order Form, together with the applicable General Terms and Conditions attached as Exhibit A, the Product Terms attached as Exhibit B, the Service Level Agreement attached as Exhibit C and the Client Purchasing Terms attached as Exhibit D, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the “**Agreement**”). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions or the Product Terms, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client’s acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

B. Diligent Services and Pricing

1. BoardDocs			
<input checked="" type="checkbox"/>	BoardDocs Pro Plus	Annual Subscription Fee	\$17,500.00
<input type="checkbox"/>	BoardDocs Pro	Annual Subscription Fee	
<input type="checkbox"/>	BoardDocs LT Plus	Annual Subscription Fee	
<input type="checkbox"/>	BoardDocs LT	Annual Subscription Fee	
<input type="checkbox"/>	On-Site Initial Training	Non-Recurring Subscription Fee	
<input checked="" type="checkbox"/>	Remote Implementation	Non-Recurring Subscription Fee	\$1,000.00

Pricing is valid for 30 days from Client’s receipt of this Agreement. If the Agreement is received executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The “Effective Date” of this Agreement shall be May 11, 2021, and the Initial Term of the Agreement shall run until June 30, 2022.

For the Initial Term, Client shall be invoiced \$3,445.21 (including \$1,000.00 Non-Recurring Subscription Fee) for the prorated portion of the Subscription Fee for the period of the Initial Term from the Effective Date through June 30, 2021, plus applicable taxes, on or around the Effective Date. Client shall be invoiced \$17,500.00 plus applicable taxes for the last twelve (12) months of the Initial Term on or around July 1, 2021. Thereafter, all Subscription Fees shall be invoiced as provided for in the Agreement.

Thereafter all Subscription Fees shall be payable, by Client, or if a Billing Agent has been selected, Client’s applicable Billing Agent, annually in advance and Diligent shall invoice Client approximately thirty (30) days prior to the anniversary of the expiration of the Initial Term. All payments are due 30 days from the date of invoice. After the Initial Term, Client shall be given the option to renew the Agreement by mutual written agreement between the Parties. Notwithstanding the foregoing, the Parties agree that if Diligent issues an invoice to Client for any Renewal Term and Client subsequently pays the fees identified for such Renewal Term under such invoice, the Parties shall be treated as having agreed to extend the Term at



least through such Renewal Term, provided that the Renewal Term does not extend the Term of this Agreement beyond a total of five (5) years from the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to billing@diligent.com.

C. Client Invoicing and Notices Information

	Invoicing	Notices
Client Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		

IF APPLICABLE: *Purchase Order Required for Invoicing.*
 Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

Billing Agent: Community College League of California*
**If a Billing Agent other than Diligent Corporation is selected, Client agrees to pay the designated Billing Agent for all charges or fees set out in this Order Form.*

Notices to Diligent Corporation:

Attn: Legal Department
 Diligent Corporation
 111 West 33rd Street, 16th Floor
 New York, NY 10018 USA
 Phone: 212-741-8181
 Email: legal@diligent.com
 With copy via email to: contracts@diligent.com

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

Please sign below and email to contracts@diligent.com.

Diligent

Client

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

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

EXHIBIT A GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the “Terms and Conditions”) are a part of any Order Form into which they are expressly incorporated by agreement of the Parties and govern provision of any Diligent Service and/or Professional Services. Unless otherwise indicated, a reference to a “Section” in these Terms and Conditions refers to a Section of these Terms and Conditions.

1. **Definitions.** The following terms, as used within these Terms and Conditions, will have the meanings set out below:

“**Additional Terms**” means those terms (if any) detailed in the additional terms' section of the applicable Order Form.

“**Affiliate**” means, with respect to any legally recognizable entity, any other entity Controlling, Controlled by, or under common Control with such entity. “Control” means direct or indirect (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity will be deemed an Affiliate only so long as Control exists.

“**Agreement**” has the meaning set out in the Order Form and includes these Terms and Conditions.

“**Beta Service**” means a product, service or functionality provided by Diligent that may be made available to Client to try at Client’s option at no additional charge, which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation, trial, or by a similar description.

“**Client**” has the meaning set out in the Order Form.

“**Client Data**” means the information successfully uploaded by Client to any Diligent Service and stored on Diligent’s servers.

“**Client Software**” means any software application provided by Diligent to Client (and its Users) for installation and use by Client (and its Users) on a personal computer or tablet to enable access to and/or use of applicable Diligent Services (if applicable), including any Updates thereto provided by Diligent during the Term.

“**Content Service**” means that portion of any Diligent Service which provides, distributes, performs, broadcasts, or otherwise makes available any data, data structure, metadata, metrics, charts, graphs, literature, or other content in any form and/or any derivatives thereof, including, where applicable, all Updates delivered thereto (but at all times excluding Client Data).

“**Deliverables**” has the meaning set out in Section 13.

“**Diligent**” has the meaning set out in the Order Form.

“**Diligent Service**” means each proprietary software-as-a-service developed by Diligent, as described in more detail in the applicable Specification. For clarity, Diligent Service includes the Content Services.

“**Documentation**” means the training materials, specifications, and technical information regarding any Diligent Service and Client Software provided by Diligent to Client and its Users, and all other information and User instructions regarding the capabilities, operation, installation and access to the Client Software and Diligent Service.

"Effective Date" has the meaning set out in the Order Form.

"Order Form" means an order document that (i) explicitly incorporates these Terms and Conditions, (ii) describes the provision of one or more Diligent Services and/or Professional Services by Diligent to Client, and (iii) is executed by both Diligent and Client.

"Party" and/or **"Parties"** has the meaning set out in the Order Form.

"Professional Services" means those specific services (if any) agreed to in an Order Form to be delivered by Diligent in connection with a Diligent Service.

"Professional Services Term" means the term during which Professional Services shall be performed, being either (a) as specifically identified in the applicable Order Form where Professional Services are ordered; or (b) if no term is identified within such Order Form, then from the Effective Date of such Order Form until completion of the Professional Services identified therein.

"Specifications" means the most current available specification for the relevant Diligent Services.

"Statement of Work" or "SOW" means an Order Form solely for Professional Services to be provided in connection with a Diligent Service (such Diligent Service purchased under a separate Order Form).

"Subscription Fees" means the fees for the right to access and use a Diligent Service and Client Software as set out in the applicable Order Form.

"Term" has the meaning set out in Section 3.

"Third-Party Provider" means a supplier of data, information, software, services or other items that are part of or otherwise used in connection with the Content Services.

"Updates" means corrections, bug fixes, patches, modifications, updates and enhancements that Diligent, in its sole discretion, makes generally available to its customer base.

"User" means an individual identified by Client as authorized to access a Diligent Service in accordance with the applicable Order Form.

"User ID" means a unique alphanumeric identifier assigned to a User so that the User can access Client Data and use the corresponding authorized features of a Diligent Service.

2. Provision of Product and Services. During the Term, Diligent will make the Diligent Services specified in the Order Form available to the Client (subject to any restrictions in the Agreement, including number of Users). Client will provide Diligent with all necessary and reasonable cooperation to enable Diligent to perform its obligations under the Agreement.

3. Term. The Term of this Agreement begins on the applicable Effective Date and will continue for the period identified as the "Initial Term" in the Order Form ("**Initial Term**"). If no specific Initial Term period is stated in the Order Form, the Initial Term shall be one year. After the Initial Term, Client shall be given the option to renew the Agreement by mutual written agreement between the Parties. Notwithstanding the foregoing, the Parties agree that if Diligent issues an invoice to Client for any Renewal Term and Client subsequently pays the fees identified for such Renewal Term under such invoice, the Parties shall be treated as having agreed to extend the Term at least through such Renewal Term, provided that the Renewal Term does not extend the Term of this Agreement beyond a total of five (5) years from the Effective Date. Diligent may implement revised pricing for any Renewal Term by giving written notice of the new pricing to Client at least sixty (60) days prior to the commencement of a Renewal Term and the pricing will apply to the Renewal Term unless Client provides written notice of non-renewal in accordance with this Section. Collectively each Initial Term and each Renewal Term (if any) constitute a "**Term**" in respect of the applicable Order Form.

4. Access Right; Restrictions.

4.1. Access Rights. During the Term and conditioned upon Client's compliance with all the terms of the Agreement, Diligent grants to Client, a limited, non-exclusive, non-transferable, and non-sublicensable right to allow Users to, in accordance with the Agreement, access and use the applicable Diligent Services set out in the relevant Order Form solely for Client's internal business purposes. Client's Users may only access such Diligent Services through Diligent's web site and the Client Software. As part of any implementation of each Diligent Service, Client will identify in writing the Users, who will be assigned User IDs. For the avoidance of doubt, if applicable pursuant to the relevant Order Form, any Content Services described thereunder shall be Diligent Services and subject to the restrictions set forth herein.

4.2. Client Software. During the Term and conditioned upon Client's compliance with all the terms of the Agreement, Diligent grants Client a limited, non-exclusive, non-transferable, and non-sublicensable right to install and use the applicable Client Software set out in the Order Form on the supported hardware platform solely in order for Users to access the applicable Diligent Services as permitted.

4.3. Affiliates. To the extent that Client is purchasing access on behalf of its Affiliates, Client irrevocably and unconditionally guarantees the compliance of each Client Affiliate with the Agreement and will be jointly and severally liable with each Client Affiliate for breach of the Agreement. All remedies available to Diligent, including the ability to obtain injunctive relief, will apply to such Client Affiliates, and Client will reasonably assist Diligent in enforcing Diligent's rights and remedies against such Client Affiliates.

4.4. Reservation of Rights. Except for the limited rights set forth in Section 4.1 and 4.2 above, Client does not acquire any intellectual property or other rights, express or implied, in or relating to any Client Software or Diligent Services. Diligent reserves title, ownership, and all other rights to all Client Software and Diligent Services. Client and Users will not remove, obscure, or alter Diligent's copyright notices, trademarks, other proprietary rights notices, or any other content of any kind appearing in the Diligent Services, Client Software, or Documentation. For the avoidance of doubt, ownership of all Content Services (including any products or components contained therein) belongs to Diligent or its Third-Party Providers and nothing in this Agreement shall transfer or assign any right, title or interest in the applicable product or components of the Content Services to the Client.

4.5. Restrictions. Client must not, and represents and warrants it will not, use the Diligent Services in any manner that is not described in the Documentation or in any manner that is prohibited by the Agreement. Client is responsible for all access and use of the Diligent Services and Client Software by its Users and any person that gains access through Client or any of its Users or User IDs.

4.6. Restrictions on Use. Client must not and must ensure that Users do not, directly or indirectly, (i) reverse engineer, disassemble, decipher, translate, decompile, prepare derivative works of the Diligent Services or Client Software or otherwise attempt to access, imitate, derive or discover the source code thereof; (ii) upload any Client Data or any content, data or information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (iii) infringe the intellectual property rights of any third party in connection with use of the Diligent Services, Client Software or Documentation (including by uploading Client Data to the Diligent Services); (iv) interfere with or disrupt Diligent's software, the Diligent systems used to host the Diligent Services, other equipment or networks connected to the Diligent Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Diligent Services made known to Client; (v) license, sell, rent, lease, lend, transfer, outsource, sublicense or otherwise provide access to the Diligent Services or Client Software or utilize the Diligent Services for the benefit of a third party, including through a service bureau, commercial time-sharing arrangement, or application service provider (ASP) arrangement; (vi) circumvent the User authentication or security of the Diligent Services or any host, network, or account related thereto; (vii) perform any penetration testing on or with respect to the Diligent Services, including use of any tools, code or instruction

intended to fuzz, damage, destroy, alter, reveal any portion or expose vulnerability of the Diligent Services; (viii) mirror the Diligent Services on any server; (ix) make any use of the Diligent Services that Diligent reasonably believes is abusive or that violates any applicable local, state, national, international or foreign law; (x) fail to use commercially reasonable efforts to prevent the unauthorized license, sale, transfer, lease, transmission, distribution or other disclosure of the Diligent Services; (xi) allow any non-Users to use any User IDs, code(s), password(s), or other mechanisms issued to, or selected by, Client or Users for access to the Diligent Services; (xii) use the Diligent Service, in whole or in part, in any manner that competes with Diligent or its Affiliates, including, but not limited to, any distribution of a Diligent Service, related data or derivative works based thereon; or (xiii) create a database in any form whatsoever from the Diligent Service; (xiv) use automated systems, software or processes to extract or compile data from the Diligent Service (“data scraping”).

4.7. User IDs. Rights of any User to utilize any Diligent Services cannot be shared or used by more than one individual. Client must not and will ensure that Users do not permit any other individual or entity to access (through User ID and password sharing or otherwise) the Diligent Service or Client Software. Client may on a permanent basis transfer a User’s access right purchased by Client to another User without incurring additional Subscription Fee charges (but subject to payment of an installation fee); provided that Client submits a transfer request to and obtains a new User ID from Diligent and the original User is no longer a User and is not permitted access to the Diligent Service.

5. Client Data and Client Materials.

5.1. Client reserves all title and ownership of the Client Data. Diligent will take reasonable security measures with respect to the storage and transmission of Client Data. Upon Client’s reasonable request, Diligent will provide Client with Diligent’s then-current security Documentation made generally available to customers of the relevant Diligent Service. Diligent shall promptly notify Client after confirming any actual or reasonable suspected information security breaches affecting the security of the Client Data.

5.2. Diligent shall ensure all Client Data shall be encrypted in transport. Client Data shall not be hosted in any data center or hosting location outside of the United States, except as otherwise mutually agreed to by the Parties in writing.

5.3. Client hereby grants Diligent the right to use the Client Data for the purposes of providing the Diligent Services pursuant to the Agreement. If Client furnishes to Diligent any content, materials or other intellectual property (including graphics, logos, trademarks, etc.) other than Client Data (collectively “Client Materials”) Diligent may use the Client Materials in connection with the provision of the Diligent Services under the Agreement. In addition to the foregoing, Diligent may (i) collect anonymized, de-identified information relating to use of the Diligent Services (including usage data) in order to improve Diligent’s products and services and for other reasonable internal uses and (ii) aggregate such anonymized, de-identified information with anonymous, de-identified information of its other clients for purposes of creating and distributing case studies or industry reports as part of its products and services, provided that, in each case: (x) the information does not, and could not reasonably be used to, relate back to or identify Client; and (y) Diligent does not sell, resell or make other commercial use of such information (other than on an aggregated basis under the foregoing (ii)). Such information shall not include Client Data.

5.4. INTENTIONALLY OMITTED.

5.5. Client is responsible for providing sufficient bandwidth and network connectivity to ensure all Users can access and use the Diligent Service. The technical requirements set forth in this Section are subject to change upon written notice. Client is responsible for ensuring its firewalls permit access to the Diligent-owned URLs/IP Addresses. To ensure Client receives optimal performance, Client should use the Diligent Service on a hardware and software system that matches or exceeds the highest specifications recommended by Diligent, such details being available on request. Suitable configuration of software and hardware will depend on individual circumstances. System performance may be adversely affected by unsuitable software or hardware. Client is responsible for determining the security configurations of its systems (e.g. password construction rules and expiration intervals). Client is responsible for setting up and

ensuring the confidentiality of User accounts and passwords assigned to them for use with the Diligent Service. Client is responsible for promptly notifying Diligent after confirming any actual or reasonably suspected information security breaches affecting the security of the Diligent Service or Client Software, of which it becomes aware, including without limitation compromised User accounts. Client is responsible for periodically reviewing its security configurations and access rights to determine if they are appropriate for its needs. Client is responsible for defining its authorized approvers, documentation and validation requirements for changes to its use and access to the Diligent Service.

6. Pricing and Payment.

6.1. Fees. In consideration for the provision of the applicable Diligent Services and Professional Services, as applicable, Client will pay the amounts set forth in the Order Form in accordance with the terms set forth in this Section. All Subscription Fees are to be paid annually in advance. Except as specifically provided to the contrary in the Agreement, in the event of the cancellation, completion, expiration or termination of the Agreement, all monies paid or due or owing to Diligent by Client shall be deemed non-refundable. Any reduction in the quantity of any purchase made in an Order Form must be agreed in writing by the Parties at least thirty (30) days in advance of the commencement of the next Renewal Term, and any such reduction shall take effect as of the commencement of the next Renewal Term. If there is no written agreement to reduce the quantity of any purchase in an Order Form by such time, the Agreement will automatically renew for the same quantity for the preceding Initial or Renewal Terms, as applicable. Diligent will issue an invoice to Client for the Initial Term's Subscription Fee for the first year and any other fees on or about the applicable Effective Date. For each year of the Term thereafter, Diligent will invoice Client for Subscription Fees approximately thirty (30) days prior to the anniversary of the applicable Effective Date. Client will pay all invoices within thirty (30) days of the date of invoice. For any amount not paid when due, Diligent may charge a 1.5% per month finance charge or, if lower, the maximum amount allowed by law. Client will reimburse Diligent for its costs incurred (including reasonable attorney's fees) in the collection of Client's past due amounts. If any fees owing by Client are thirty (30) days or more overdue, Diligent may, without limiting its other rights and remedies, suspend access to the Diligent Services and/or Professional Services until such amounts are paid in full, provided Diligent has given Client at least ten (10) days' prior written notice that its account is overdue. Client will be responsible for all reasonable travel, accommodation and meal expenses incurred in connection with any on-site training or instruction or attendance at board meetings at the prior written request and prior written approval of Client. All amounts payable to Diligent hereunder are payable in full in United States dollars (unless otherwise indicated in the Order Form) without deduction or set off, and shall be in addition to all applicable taxes, bank fees or duties, which are also Client's responsibility.

6.2. Taxes. Client is responsible for payment of all applicable value-added, sales, use, license and other transaction-based taxes (such as gross receipts or excise taxes), withholding taxes, and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Diligent's net income) which are levied or imposed by reason of the transactions contemplated by this Agreement. In the event that any withholding taxes are payable under any applicable law in respect of any payment due to Diligent under this Agreement, Client shall gross up such payment such that the balance payable to the Diligent after deduction of the applicable withholding taxes shall be equivalent to the original amount due to Diligent. Provided that in the event any avoidance of double taxation treaty is applicable to such payments, Diligent and Client shall cooperate to obtain the full benefit of such treaty.

7. Warranties and Disclaimers.

7.1. Software and Services. During the Term, Diligent represents and warrants that the applicable Diligent Service and Client Software will materially conform to the applicable Specification. The warranty will not apply: (i) if the applicable Diligent Service or Client Software is not used in accordance with this Documentation; or (ii) if the defect is caused by Client Data, Client Materials or any third party services, content, products or modification or customization to such Diligent Service or Client Software.

7.2. Remedy for Breach of Warranty. If notified in writing of a valid warranty claim under Section 7.1, Diligent will, at its option, (i) correct the non-conforming Diligent Service or Client Software so that it

materially complies with the Specifications; (ii) provide a replacement with substantially equivalent functionality; or (iii) terminate the Agreement and refund a pro-rata portion of the prepaid Subscription Fee based on the number of months remaining in the Initial Term or Renewal Term as of the date that Client provided written notice of the warranty claim under Section 7.1. This Section states Diligent's entire liability and Client's sole and exclusive remedy for breach of warranty under Section 7.1.

7.3. Viruses. Diligent will take reasonable precautions to protect against any person acting by, under or through Diligent from introducing any software virus, worm, "back door," "Trojan Horse" or similar harmful code into the Client Software provided hereunder.

7.4. Disclaimer.

A EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DILIGENT DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS WHETHER EXPRESS, IMPLIED OR STATUTORY.

B THE WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS DISCLAIMED IN SECTION 7.4(A) SHALL INCLUDE (WITHOUT LIMITATION) ANY WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

C EXCEPT AS SET FORTH IN THIS AGREEMENT (INCLUDING EXHIBIT C), DILIGENT MAKES NO WARRANTY, UNDERTAKING, REPRESENTATION, CONDITION OR OTHER AGREEMENT THAT THE DILIGENT SERVICE, PROFESSIONAL SERVICES, CLIENT SOFTWARE, OR ANY INFORMATION OR DATA ACCESSED OR STORED THEREIN WILL MEET CLIENT'S REQUIREMENTS OR BE ACCURATE, COMPLETE, ERROR-FREE, RELIABLE, OR AVAILABLE.

8. Indemnification. To the fullest extent allowed by law, Diligent shall defend, indemnify and hold Client, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity (collectively "Loss") arising from any third party claim that the grant of a right to, or the access and use by, Client and its Users of the Client Software or any Diligent Service (or any Deliverables if applicable) in accordance with the Agreement infringes a validly existing United States trademark, copyright, patent, or other proprietary rights, and pay any final judgment awarded or Diligent-negotiated settlement. Diligent's obligations under this Section are conditioned upon Client providing Diligent (i) prompt written notice of any claim; (ii) sole and exclusive control over the defense and settlement of the claim; and (iii) such cooperation as Diligent may reasonably request with respect to the defense or settlement of such claim. Diligent will defend any claim with counsel of its own choosing and settle such claim as Diligent deems appropriate. Client may participate in the defense with counsel of its own choosing and at its own cost and expense. Client will not admit liability, take any position adverse or contrary to Diligent, or otherwise attempt to settle any claim or action without the express written consent of Diligent. If, in Diligent's sole opinion, an infringement claim may have validity, then Diligent may modify the Client Software, Deliverables or Diligent Service to make it non-infringing, procure any necessary license, or replace the affected item with one that is reasonably equivalent in function and performance. If Diligent determines in its sole opinion that none of these alternatives are reasonably available, then Diligent may terminate the Agreement, Client will discontinue using the allegedly infringing Client Software, Deliverables, or Diligent Service and Diligent will issue Client a pro-rata refund of any prepaid Subscription Fee for such Client Software, Deliverables or Diligent Service based on the number of months remaining in the then-current Initial Term or Renewal Term. Diligent has no obligation under this Section for any third-party claim arising from: (i) Client Data or Diligent's compliance with Client's or its representatives' designs, specifications, instructions, or technical information; (ii) modifications to the Client Software, Deliverables or Diligent Service not made by Diligent; (iii) Client's use of the Client Software, Deliverables or Diligent Service that is non-compliant with the Documentation; (iv) use of the Client Software, Deliverables or Diligent Service in any manner that is not authorized or is not permitted by the Agreement; (v) Client use or combination of the Client Software, Deliverables or any Diligent Service with any other software, hardware, or services that are

not provided by Diligent; or (vi) Client's failure to implement changes recommended by Diligent if the infringement would have been avoided by the implementation of the change. This Section states Diligent's entire liability and Client's sole and exclusive remedy for claims of infringement.

9. DISCLAIMER OF CERTAIN DAMAGES.

9.1. SUBJECT TO SECTION 10.4: IN NO EVENT WILL DILIGENT BE LIABLE OR RESPONSIBLE TO CLIENT FOR:

(I) ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES; OR
(II) LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; PROPERTY DAMAGE; OR BUSINESS INTERRUPTION, IN EACH CASE ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, ANY DILIGENT SERVICE, PROFESSIONAL SERVICES, OR CLIENT SOFTWARE (WHETHER CAUSED BY BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR BREACH OF STATUTORY DUTY OR ARISING IN ANY OTHER WAY).

9.2 SUBJECT TO SECTION 10.4, THE FOREGOING DISCLAIMERS WILL APPLY EVEN IF: (I) DILIGENT HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES; (II) THE LIMITED REMEDIES SET FORTH HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, AND (III) REGARDLESS OF IF THE LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE.

10. LIMITATIONS ON LIABILITY.

10.1. SUBJECT TO SECTION 10.4, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER DILIGENT OR CLIENT (TO THE EXTENT NOT DISCLAIMED UNDER SECTION 9) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT (WHETHER CAUSED BY BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY OR ARISING IN ANY OTHER WAY)) EXCEED THREE TIMES THE TOTAL FEES PAID OR PAYABLE TO DILIGENT FROM CLIENT UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.

10.2. SUBJECT TO SECTION 10.4, THE EXISTENCE OF MULTIPLE CLAIMS UNDER OR RELATED TO THE AGREEMENT OR ANY ORDER FORMS, THE DILIGENT SERVICE, PROFESSIONAL SERVICES, OR THE CLIENT SOFTWARE WILL NOT ENLARGE OR EXTEND THE LIMITATION ON MONEY DAMAGES.

10.3. WITHOUT LIMITING SECTIONS 10.1 AND 10.2 (BUT SUBJECT TO SECTION 10.4), IN NO EVENT WILL DILIGENT BE LIABLE FOR LOSS, CORRUPTION OR COMPROMISE OF THE CONFIDENTIALITY OF CLIENT DATA, UNLESS THE LOSS, CORRUPTION OR COMPROMISE IS DUE TO DILIGENT'S BREACH OF THIS AGREEMENT, DILIGENT'S GROSS NEGLIGENCE OR DILIGENT'S INTENTIONAL MISCONDUCT.

10.4. Nothing in the Agreement excludes the liability of either Party: (a) for death or personal injury caused by that Party's negligence; or (b) for fraud or fraudulent misrepresentation; or (c) for any other liabilities that cannot be excluded by law.

11. Termination. Either Party may terminate the Agreement if the other Party materially breaches such Agreement and fails to cure the breach (if the breach is curable) within thirty (30) days after receiving the non-breaching Party's written notice specifying the breach. Notwithstanding the foregoing, Diligent may terminate the Agreement immediately upon providing written notice to Client if Client breaches Section 12 (Confidentiality) or Section 4 (Access Right; Restrictions), and Client may terminate the Agreement upon providing written notice to Diligent if Diligent breaches Section 12 (Confidentiality). Either Party may terminate the Agreement immediately (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such Party's debts; (ii) upon the other Party making an assignment for the benefit of creditors; or (iii) upon the other Party's

dissolution or ceasing to do business. Upon termination of the Agreement, all rights granted to Client pursuant to the Agreement (as the case may be) will terminate, Client will immediately cease all access and use of the applicable Diligent Service(s) and Client Software, and pay all unpaid fees. If Client terminates this Agreement due to Diligent's breach of the Agreement, then to the extent Client has paid fees to Diligent that relate, on a pro-rated basis, to any portion of the Term that is after the date of termination, Diligent will pay to Client a pro-rated refund of such fees. After termination of the Agreement, Diligent will notify Client of the deletion date for Client Data held by Diligent. Prior to such deletion date, Diligent will, at no cost to client, either return or make Client Data available for the Client, to export or download as provided in the Documentation. Diligent will delete all Client Data (including backups of Client Data) no later than one hundred twenty (120) days from the termination date unless Diligent has specifically agreed otherwise in writing. Diligent shall destroy Client Data in a secure manner using techniques consistent with NIST 800-88 ("Guidelines for Media Sanitization"). Sections 1, 4.4, 4.5, 5.2, 5.4, 6, 7.4, 9-12, the ownership language in 13.6 (but not the license granted to the Client), 14.4, and 15-16 will survive termination of the Agreement for any reason.

12. Confidentiality. Except to the extent otherwise required under applicable law, Client will retain in confidence all non-public information, technology, and materials (including the Diligent Service and Client Software) provided by or on behalf of Diligent during the Term (Diligent's "**Confidential Information**"), and Diligent shall retain in confidence the Client Data (Client's "**Confidential Information**"). Except to the extent otherwise required under applicable law, each Party will not disclose the Confidential Information of the other to any third party except for those provided under the Agreement or use it for any purpose other than to carry out the activities contemplated under the Agreement. Each Party may only disclose the other's Confidential Information to its employees or third parties who assist with the operation of the Agreement (e.g., Users, contract developers, service providers, etc.), who have a need to know in connection with the Agreement and who have agreed to obligations of confidentiality that are no less restrictive than the obligations in the Agreement. Each Party will take reasonable steps, and in no event will those steps be any less secure than the steps it uses to protect its own similar information, to ensure that the other's Confidential Information is protected. Each Party is responsible for the actions or inactions of its employees and advisors with respect to use and disclosure of the other's Confidential Information. The restrictions set forth in this paragraph will not apply to any information that: (a) was known by the receiving Party without obligation of confidentiality prior to disclosure by the disclosing Party; (b) was in or entered the public domain through no fault of the receiving Party; (c) is disclosed to the receiving Party by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; or (d) is independently developed by the receiving Party without reference to any Confidential Information. To the extent that Confidential Information is required by applicable law or regulations to be disclosed, a receiving Party may disclose such information after providing to the disclosing Party, to the extent permitted by law, prompt notification of such request for disclosure for the purpose of challenging such request. In the event that Diligent is required by law to disclose any portion of the Client Data, or is so directed by Client, Client shall pay any reasonable fees associated with complying with such disclosure. The Parties agree that any violation or threatened violation of this Section will cause irreparable injury to the disclosing Party for which money damages would be an insufficient remedy, therefore the disclosing Party will be entitled to seek injunctive relief, without the necessity of posting bond or proving actual damages, in addition to other appropriate legal remedies.

13. Professional Services.

13.1. Scope of Applicability. The provisions of this Section shall apply solely to Professional Services, where such Professional Services are included in an Order Form. This Section does not limit the operation of any other Sections of the Agreement, but in the event of any direct conflict between this Section and other Sections with respect to the Professional Services, this Section shall control. Notwithstanding Section 3, for purposes of any SOW, the Term of such SOW shall be the Professional Services Term.

13.2. Provision of Services. During the Professional Services Term, Diligent shall use commercially reasonable efforts to perform the Professional Services, and Diligent represents and warrants that all Professional Services shall be provided in a professional and workmanlike manner.

13.3. Remedy. If notified in writing of any claim for Diligent's breach of Section 13.2, Diligent will, at its option, (i) reperform the Professional Services so that they comply with Section 13.2; or (ii) terminate the portion of the affected Order Form attributable to such Professional Services and refund the fees attributable for such Professional Services. This Section states Diligent's entire liability and Client's sole and exclusive remedy for Diligent's breach of Section 13.2.

13.4. Suitability. Diligent shall assign employees and subcontractors with qualifications suitable for the work described in the relevant Order Form. Diligent may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

13.5. Client Responsibilities. Client shall make available in a timely manner at no charge to Diligent all technical data, Client Data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Client required by Diligent for the performance of the Professional Services as specified in the applicable Order Form. Client shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Client. Client shall provide, at no charge to Diligent, reasonable cooperation as Diligent requires to perform the Professional Services.

13.6. Ownership. Ownership of all work product, developments, inventions, technology or materials related to any Professional Services (the "Deliverables") shall be solely owned by Diligent (except with respect to Client Data, which shall remain Client's sole property). Solely during the applicable Term and conditioned upon Client's compliance with all the terms of the Agreement, Diligent grants to Client a limited, non-exclusive, non-transferable, and non-sublicensable right to make use of the Deliverables.

13.7. Modifications and Change Orders. For the avoidance of doubt, modifications to the scope of any Professional Services shall become effective only when a document incorporating the relevant written change request is executed by authorized representatives of both Parties.

14. Content Services

14.1. Scope of Applicability. The provisions of this Section shall apply solely to Content Services, where such Content Services are part of an Order Form. This Section does not limit the operation of any other Sections of the Agreement, but in the event of any direct conflict between this Section and other Sections with respect to the Content Services, this Section shall control. For the avoidance of doubt, the Content Services and any components, data, or content therein constitute a part of the Diligent Service under this Agreement.

14.2. Enhancements or Revisions to Content. Diligent reserves the right to alter or modify the Content Services and any portions or configurations thereof from time to time. Such alterations and/or modifications may include, without limitation, addition or withdrawal of features and/or data or changes in instructions and/or documentation.

14.3. Specific Restrictions. Without limiting anything else in the Agreement, Client shall not (and shall ensure that each User shall not) perform any of the following acts, except as otherwise expressly permitted by the Agreement or with the express written permission of Diligent:

- (i) license, sublicense, transfer, sell, resell, publish, reproduce, and/or otherwise redistribute any data within the Content Service or any components thereof in any manner, including, but not limited to, via or as part of any internet site;
- (ii) provide access to the Content Service or any portion thereof to any person, firm or entity other than a User, including, but not limited to, any Affiliate not expressly identified in the Agreement;
- (iii) use and access the Content Services other than as permitted under this Agreement; or
- (iv) copy, reproduce, modify, distribute, create derivative works of, publicly display, publicly perform, reverse engineer, decompile, or disassemble the Content Services or any portions thereof.

14.4. Disclaimer. EXCEPT AS SET FORTH IN THIS AGREEMENT (INCLUDING EXHIBIT C), DILIGENT

AND ANY THIRD-PARTY PROVIDERS MAKE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES REGARDING THE COMPLETENESS, VERACITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR ACCURACY OF THE CONTENT SERVICES OR ANY COMPONENT THEREOF, OR FOR ANY DELAYS, INTERRUPTIONS OR OMISSIONS. THE CONTENT SERVICES AND ANY COMPONENTS THEREOF ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CLIENT’S USE OF THE CONTENT SERVICES IS AT CLIENT’S OWN RISK. DILIGENT AND ANY THIRD-PARTY PROVIDERS ARE NOT LIABLE FOR DATA, DATA STRUCTURE, METADATA, METRICS, CHARTS, GRAPHS, LITERATURE, OR OTHER CONTENT IN ANY FORM AND ANY DERIVATIVES THEREOF, (INCLUDING, WHERE APPLICABLE, ALL UPDATES TO THE FOREGOING) IN EACH CASE INCLUDED IN THE CONTENT SERVICES OR ANY DECISION OR CONSEQUENCE BASED ON USE OF THE FOREGOING.

14.5 Indemnity. **INTENTIONALLY OMITTED.**

15. Beta Services.

From time to time, Diligent may make Beta Services available to Client at no charge. **Client may choose to try such Beta Services in Client’s sole discretion.** Unless otherwise determined by Diligent, no Order Form is specifically required to enable Client’s use of Beta Services. Beta Services are intended for evaluation purposes and not for production use. Beta Services are not supported and may be subject to supplemental terms in addition to those set out in this Agreement, which will be presented to Client. Beta Services are not considered part of the “Diligent Service”, “Client Software” “Professional Services”, or similar terms under this Agreement; however, all restrictions and Client commitments under this Agreement shall apply to Client use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. Diligent may discontinue Beta Services at any time in Diligent’s sole discretion and may never make Beta Services generally available. Diligent will have no liability for any harm or damage arising out of or in connection with a Beta Service. BETA SERVICES ARE PROVIDED “AS IS” AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY, REPRESENTATION, GUARANTEE, CONDITION OR TERM OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

16. Miscellaneous.

16.1. Conflict. If there is an inconsistency between any of the provisions in the main body of the Agreement and any Order Form, the provisions in the Order Form shall control.

16.2. Variation. No amendment or variation of the Agreement (including any Order Form) will be effective unless it is in writing and signed by each Party.

16.3. Waiver. All waivers under the Agreement must be in writing to be effective. No waiver by a Party of any default or breach will be deemed a waiver of any subsequent default or breach. No failure or delay by a Party to exercise any right or remedy provided under the Agreement will operate as a waiver or prevent the exercise of any such right or remedy of such Party, or the enforcement of any obligation of the other Party, under the Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.4. Severance. If any provision (or part of a provision) of the Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the provision will be enforced to the fullest extent permissible to effect the Parties’ intent, and the invalidity or unenforceability will not operate to invalidate the remaining provisions of the Agreement. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

16.5. Interpretation of Agreement. The Agreement will be interpreted according to the plain meaning of its terms without any presumption that it should be construed in favor of or against either Party.

Any list of examples following “including” or “e.g.,” is illustrative and not exhaustive, unless qualified by terms like “only” or “solely.” Unless stated otherwise, all references to sections, parties, terms, Exhibits, Order Forms and similar references are to the sections of, Parties to, terms of, Exhibits and Order Forms to the Agreement. All captions and headings are intended solely for the Parties’ convenience, and none will affect the meaning of any provision. The words “herein,” “hereof,” and words of similar meaning refer to the Agreement as a whole, including its Exhibits. All references to “days” refer to calendar days, unless otherwise expressly set forth in the Agreement.

16.6. Governing Law and Dispute Resolution. The interpretation of this Agreement and all matters related to this Agreement will be construed in accordance with the laws of the State of California. The Parties further agree that the Uniform Computer Information Transactions Act (UCITA) (as adopted or as may be adopted in the State of Delaware or any other jurisdiction) and the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. In any legal action relating to this Agreement, Client agrees to the exercise of jurisdiction over it by a state or federal court in California. Client agrees that, if it brings any such action, it shall do so in state court in California with venue in Orange County, California, or in federal court in California.

16.7. Bench Trial. The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with regard to any dispute arising out of this Agreement.

16.8. Notices. Any notices required or permitted to be given hereunder by either Party to the other will be given in writing (i) by personal delivery, (ii) by bonded courier or a nationally-recognized overnight delivery company, (iii) by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other Party at the address set forth in the Order Form (or to such other address as the other Party may request in writing by notice given pursuant to this Section) or (iv) by email. Notices will be deemed received: (a) if personally delivered, the same day; (b) if sent by courier or overnight delivery company, on the second working day after the day it was sent; (c) if sent by mail, five (5) working days following posting; or (d) if sent by email, the date of delivery. Notwithstanding the foregoing, notices terminating the Agreement may not be sent by email.

16.9. Entire Agreement. The Agreement contains the entire understanding and agreement between Diligent and Client with respect to the subject matter of the Agreement, and supersedes all other prior and contemporaneous proposals, representations, agreements, understandings, and commitments between Diligent and Client with respect to the subject matter of the Agreement.

The Agreement supersedes any conflicting terms in Client’s purchase order or other ordering document. Any terms of trade stated or referenced in Client’s purchase order, or any other terms to which Diligent has not specifically agreed in a writing signed by an authorized representative of Diligent, are not binding on Diligent.

Each of the Parties acknowledges and agrees that in entering into the Agreement, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a Party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

16.10 No Offer of Securities. Neither Diligent nor its Third-Party Providers are investment advisors and nothing contained in the Content Services will be construed as to make a representation or warranty, express or implied, regarding the accuracy or completeness of the data and information contained in the applicable product or the advisability to buy, sell, subscribe for, exchange or redeem a particular investment. The service provided under this Agreement and all content provided in conjunction with them are for informational purposes only and do not constitute, and should not be construed as a solicitation or offering of any investment or other transaction, an identification or offering of any securities for purchase, a recommendation to acquire or dispose of any investment, or the provision of any financial, tax, legal or other advice of any nature whatsoever. Client understands and agrees that any decisions it

makes on the basis of any information provided under this Agreement are made solely at its own risk and Diligent and the Third-Party Providers have no responsibility or liability arising from such decisions. Diligent and/or the Third-Party Providers do not (i) serve as an agent for Client, Users, or any other person, (ii) market securities to investors, (iii) participate in negotiations between a Client, Users or any investor, (iv) handle any monies or securities in transactions between investors and Client or Users (or other third parties), or (v) assist Client, Users, or investors with the completion of any transactions between them (such as transaction documentation or paid referrals).

16.11. Links to Third-Party Sites. Diligent Services and/or Client Software may contain links to, or allow you to connect and use, certain third-party products, services, or software ("Third-Party Services", and each, a "Third-Party Service") in conjunction with your use of the Diligent Service. To take advantage of these features, Users may be required to sign up or log into such Third-Party Service or their respective websites or applications. Client acknowledges that any use of such Third-Party Service is governed solely by the terms and conditions and privacy policy of such Third-Party Service, and that Diligent does not endorse, is not liable for, and makes no representations as to any Third-Party Service, its content, or the manner in which such Third-Party Service uses, stores or processes any data. Certain features of certain Diligent Services and/or Client Software may depend on the availability of these Third-Party Services and the features and functionality they make available to us. Diligent does not control Third-Party Service features and functionality, which may change without notice to Diligent or Client. If any Third-Party Service stops providing access to some or all of the features or functionality currently or historically available to Diligent, or stops providing access to such features and functionality on reasonable terms, as determined by Diligent in its sole discretion, Diligent may stop providing access to certain features and functionality of the Diligent Services and/or Client Software. Diligent will not be liable to Client for any refunds or any damage or loss arising from or in connection with any such change made by a Third-Party Service or any resulting change to the Diligent Service and/or Client Software. Client and its User irrevocably waive any claims against Diligent with respect to any Third-Party Services.

16.12. Force Majeure. Neither Party will be responsible for failure of performance due to acts of God or nature; labor disputes; sovereign acts of any federal, state or foreign governments; or network and/or computer failure ("**Force Majeure Event**"); provided that the affected Party makes a reasonable attempt to remove the impact of the Force Majeure Event as soon as reasonably possible. Either Party will have the right to terminate the Agreement upon written notice if a Force Majeure Event continues to impact performance of the other Party for more than thirty (30) consecutive days.

16.13 Export. Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under this Agreement (or any products, including software, incorporating any such data) to any country or person in breach of any applicable laws or regulations regulating export ("*Export Control Laws*"). Client shall ensure that its Users do not access any Diligent Service (or use the Client Software or any Deliverables) in breach of Export Control Laws.

16.14 Anti-Bribery. Each Party shall comply with all applicable anti-bribery legislation in connection with the operation of this Agreement. Each Party agrees that it has not received or been offered any illegal bribe, kickback payment, gift, or thing of value from any of the other Party's employees or agents in connection with this Agreement. If a Party learns of any breach of this Section related to this Agreement, it will use reasonable efforts to promptly notify the other Party's legal department.

16.15 No Assignment or Delegation. A Party may not (i) assign the Agreement, or (ii) delegate its duties, or have another assume its responsibilities or liabilities, under the Agreement, to any third party without the prior written consent of the other Party, except to an Affiliate or to a successor entity in the event of a change in Control. Any attempted assignment in contravention of this provision will be null and void. The Agreement will be binding on all permitted assignees and successors in interest.

16.16 Independent Contractor. Diligent is an independent contractor. Nothing in the Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties and neither Party will have the power to act in the name or on behalf of, or otherwise bind the other in any way

(including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16.17 Third-party Beneficiaries. Diligent's Third-Party Providers are third-party beneficiaries under this Agreement and may enforce the terms and conditions of this Agreement against Client as it relates to such Third-Party Provider, but such Third-Party Providers will not be liable to Client for any direct or indirect damages with respect to the Content Services or any matters arising under this Agreement with respect to the Content Services. Other than as expressly set out in this Section 16.17, this Agreement does not and is not intended to confer rights on anyone other than the two parties to the Agreement.

16.18 Rights and Remedies. Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16.19 Counterparts. The Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will constitute one signed agreement between the Parties. Signatures may be transmitted by facsimile or electronic mail in PDF or other similar format and will be deemed 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, Client reserves the right to conduct business electronically, including without limitation the use of electronic or digital signatures. The signatories to the Agreement hereby represent and warrant that they have all necessary authority to enter into and bind their respective Party to the Agreement.

16.20 Insurance Requirements. During the Term, Diligent agrees to maintain, in full force and effect, at Diligent's expense, the following insurance coverage with an AM Best Rating of A-VII or higher:

- (i) 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.
- (ii) Technology Errors and Omissions Insurance with limits of not less than \$1,000,000 per occurrence or claim / \$2,000,000 aggregate.

16.21 Accessibility of Information Technology. Diligent shall take commercially reasonable efforts to ensure that public facing content of the Diligent Service conforms to 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. Diligent agrees to promptly respond to and use reasonable efforts to resolve any complaint regarding accessibility of its products brought to its attention. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement

16.22 RPO/RTO.

Solely with respect to the Diligent Service identified as BoardDocs™:

Recovery Point Objective (RPO) is four (4) hours and Recovery Time Objective (RTO) is four (4) hours.

EXHIBIT B

BoardDocs Product Terms

The following additional product terms apply when the Client purchases access to the Diligent Service identified as BoardDocs (and any references to "Diligent Service" on this page shall be understood to refer only to such Diligent Service):

1. The definition of "Users", for purposes of the Diligent Service order under this Order Form, shall extend to any end users for whom the Client elects to provide access to the Diligent Service, which may include members of the public to whom the Client may make available the Client Data ("Public Users"). There is no limit to the number of Users Client may have under this Order Form. For the avoidance of doubt, Public Users may or may not receive User IDs. Client is responsible and liable for use of the Diligent Service by its Users and all consequences of such use (including any and all consequences and liabilities resulting from Users making Client Data publicly accessible through the Diligent Service). For the avoidance of doubt, Diligent does not have obligations of confidentiality with respect to Client Data that has been made publicly available.
2. Client shall be solely responsible for: (a) internal management of its instance of the Diligent Service; (b) responding to third party requests for records relating to Client Data or any User's use of the Diligent Service; and (c) notifying Diligent if it becomes aware of any unauthorized use of the Diligent Service.
3. To the extent permitted by law and approved by the Parties, the terms of this Agreement may be extended for use by other similarly situated state and/or governmental entities ("Related Entities") upon execution by Diligent and the Related Entity of an addendum or Order Form document referencing this Agreement and setting forth all terms and conditions for such use. Applicable fees for any such Related Entity will be quoted by Diligent to the Client and/or any Related Entity upon written request, and shall be incorporated into the addendum or Order Form document.
4. Client will obtain from Users, and any data subjects of Client Data, any consents necessary to allow Administrators to engage in the activities described in this Agreement and to allow Diligent to provide the Diligent Service.
5. Client may specify Users as "Administrators." Administrators have the ability to monitor, restrict, or terminate access to the Diligent Service. Customer is responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Diligent Service complies with this Agreement.
6. During the Term, Diligent reserves the right to switch Client from the Diligent Service to a substantially similar product upon providing Client prior written notice. For the avoidance of doubt, if Diligent exercises this right, the terms and conditions of this Agreement shall continue to apply.
7. To the extent that Client is purchasing access to On-Site Initial Training, On-Site Initial Training includes two-days of on-site training during the implementation of the Diligent Service, with dates and times of such On-Site Training being mutually agreed to by the Parties in advance. For the avoidance of doubt, the purchase of On-Site Initial Training is only available with the purchase of BoardDocs Pro or BoardDocs Pro Plus. Any training outside of the On-Site Initial Training shall be done remotely. Otherwise, any other on-site training (outside of On-Site Initial Training) is subject to the General Terms and Conditions.
8. If any billing agent other than Diligent Corporation is identified in the Order Form, Client agrees to pay the designated billing agent for all charges or fees set out in this Order Form.

EXHIBIT C

Service Level Agreement ("SLA")

This SLA by and between Customer and Diligent describes the required availability and other matters relating to the Services.

SERVICE AVAILABILITY GOAL

Diligent's goal is to maintain service availability 99.7%.

COMPONENTS INCLUDED

All components of the Diligent IP Network (e.g. Routers, Servers, Circuits, loops) and Diligent-hosted applications are included in the determination of Service Availability.

SERVICE AVAILABILITY MEASUREMENT AND REMEDIES

Service Downtime is measured based on the total outage time incurred by Customer. Service Downtime will exist when a particular Customer site (the "Affected Service") is unable to be accessed from the Global Internet and Diligent records such failure in the trouble ticket system.

Service Downtime is measured from the time the trouble ticket is opened to the time the Affected Service is again to be accessed from the Global Internet. Upon Customer's written request to the Diligent's Technical Support Department made within five (5) business days of the last day of the month in which the Network Downtime occurred, Diligent will provide a service credit equal to the pro-rated charges for one day of Services for the Affected Service for each cumulative hour of Network Downtime.

SERVICE CREDIT EXCEPTIONS

Service credits will not be available to Customer in cases which the Service is unavailable as a result of (i) the acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by Diligent, (iii) circumstances or causes beyond the control of Diligent, including instances of Force Majeure, or (iv) scheduled service maintenance, alteration, or implementation.

MAINTENANCE WINDOW DEFINITION

Maintenance performed by Diligent will be classified as one of the following two (2) types:

NORMAL MAINTENANCE



Normal Maintenance will refer to: (i) changes to hardware or software; or (ii) changes to increase capacity. Normal Maintenance while being conducted may degrade the quality of the Services provided which may include an outage of the Services; provided, however, that an outage related to Normal Maintenance will not be deemed to be Network Downtime.

Normal Maintenance is ordinarily carried out so that it will not interfere with the availability of the Services. In the event of scheduled Normal Maintenance that may cause a significant interruption in availability Diligent will failover clients to a secondary or DR datacenter to maintain the availability of the Services.

Normal Maintenance will be undertaken on the BoardDocs application infrastructure during the following times:

Wednesday 12:00AM - 06:00AM Eastern Time;
Friday 10:00PM - 02:00AM Eastern Time; and
Saturday 10:00PM - 02:00AM Eastern Time.

URGENT MAINTENANCE

Urgent Maintenance will refer to efforts by Diligent to correct hosted hardware conditions which are likely to cause a material Service outage and which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of the Services provided which may include an outage of the Services. An outage related to Urgent Maintenance will be deemed an outage for purposes of calculating Service Downtime and Service Availability. Diligent may undertake Urgent Maintenance at any time Diligent deems necessary.

MAXIMUM CREDITS AND TERMINATION OPTION

In the event that Customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and Customer will be entitled to receive only the maximum single credit available for such event. Under no circumstances will Diligent be required to credit Customer in any one calendar month charges in excess of seven (7) days of service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Notwithstanding the foregoing, in the event that, in any single calendar month, either (A) Customer would be eligible to receive credits totaling fifteen (15) or more days (but for the limitation set forth in this section) resulting from three (3) or more events during such calendar month, (B) any single event entitling Customer to credits under the section entitled "Service Availability Goal" above exists for a period of eight (8) consecutive hours, or (C) any number of events entitling Customer to credits under "Service Availability Goal" above exists for an aggregate of forty-eight (48) hours, then, Customer may terminate this agreement for cause and without penalty by written notice to Diligent within five (5) business days following the end of such calendar month. Such termination will be effective forty-five (45) days after receipt of



written notice by Diligent. The provisions of this Service Level Agreement state Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever.

DILIGENT SERVICE BACKUPS

Diligent shall backup the Diligent Service daily Monday through Saturday and shall retain such daily backups for 21 days. Additionally, Diligent shall retain the daily backup of the last Friday of each month for 90 days.



EXHIBIT D

CLIENT PURCHASING TERMS

1. INTENTIONALLY OMITTED.
2. NO DEVIATION IN PRICE OR SUBSTITUTION PERMITTED. DILIGENT SHALL RETURN CLIENT'S P.O. TO CLIENT'S PURCHASING DEPARTMENT FOR CORRECTION.
3. ALL PRICES SHALL BE F.O.B. RANCHO SANTIAGO CCD UNLESS OTHERWISE SPECIFIED. CASH DISCOUNTS QUOTED WILL BE TAKEN FROM THE DATE OF COMPLETED ORDER.
4. TERMS: NET 30
5. DILIGENT SHALL INVOICE IN DUPLICATE TO RANCHO SANTIAGO CCD/ACCOUNTING DEPT. INVOICE MUST BE ITEMIZED SHOWING QUANTITY, UNIT PRICE & EXTENSION.
6. CLIENT'S WAREHOUSE HOURS: 8:00AM TO 4:00PM, MONDAY THRU FRIDAY. CLOSED HOLIDAYS.
7. NEGOTIATION OF EITHER QUANTITY OR TRADE DISCOUNTS WITH DILIGENT OR OTHER SUPPLIERS FOR ALL PURCHASES SHALL BE BY THE CLIENT'S VICE CHANCELLOR OF BUSINESS OPERATIONS/FISCAL SERVICES OR DESIGNEE ONLY. CLIENT PROHIBITS THE USE OF GIFTS, INCENTIVES, INDUCEMENTS, FAVORS, MONETARY RETURNS, EITHER PROMISED OR GIVEN, AND/OR REBATES OF ANY KIND (HEREINAFTER REFERRED TO AS "INCENTIVES") THAT DO NOT ACCRUE DIRECTLY TO CLIENT.
8. Orders will be placed by Client's Purchasing Department only, either by a written purchase order or verbally indicating a purchase order number with documentation to follow, if requested by Diligent. All other orders are unauthorized. Such purchase orders shall be issued by Client prior to the date of invoicing set forth in the Agreement.
9. Certain Client personnel are authorized to charge against blanket purchase orders. Their names are listed on Client's purchase order if applicable. Client shall not be bound by any oral statement by any Client employee with respect to the terms and conditions of a Client purchase order. These Client Purchasing Terms, along with this written Agreement validly executed by the Client constitutes the complete and total agreement between Client and Diligent and supersedes any and all previous agreements, understandings or commitments by Client.
10. If applicable, vendor shall comply with all applicable regulations set forth by the Department of Industrial Relations (DIR) and specifically the DIR registration requirement set forth in Labor Code section 1725.5.
11. All invoices should be sent to Rancho Santiago Community College District, Accounts Payable, 2323 N. Broadway, Santa Ana, CA 92706-1640.
12. INTENTIONALLY OMITTED.
13. INTENTIONALLY OMITTED.
14. INTENTIONALLY OMITTED.

15. SAFETY REQUIREMENTS: Diligent must ensure all equipment meets all applicable federal, state, and local requirements regarding health and safety.
16. PENALTIES: INTENTIONALLY OMITTED.
17. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Diligent certifies by entering into this transaction that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from this transaction by any federal department or agency.
18. GIFT BAN POLICY: Client has a Gift Ban Policy (BP 3821) that states that no person who is doing business with or soliciting business from the Client shall make any gift to any designated employee who, by virtue of his or her employment with Client, 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 Diligent's responsibility to be aware of this policy and to comply with this policy. The complete policy is included in this section.

BP 3821 Gift Ban Policy

References:

California Code of Regulations, Title 2, Sections 18730 et seq.

California Government Code, 87200 and 54950

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, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.
 - 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 dollars (\$50.00) 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. Food and beverages consumed by District officers or designated employees that total less than \$5.00 per occasion.

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 employees or contracts with a lobbyist or lobbyist firm for any of the purposes stated in subsection (6) or (7) of this section.

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. 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 upon the completion an agreement, oral or written, to provide the services specified in subsection (6) or (7) of this section.

Prohibitions

1. No person who is doing business with the District shall make any gift to any District officer.

2. No person who is doing business with 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.

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 the District.

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 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.

5. No District officer nor designated employee shall accept any gift when the identity of the donor is not known to the District officer or designated employee.

Violations and Enforcement



Diligent

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 Chancellor and College Presidents will ensure there is annual training sessions 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 ensures district employees and officials follow this policy.

Adopted: April 25, 2016

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Board of Trustees Office)

To: Board of Trustees	Date: May 10, 2021
Re: Approval of Board Legislative Committee Recommendations	
Action: Request for Action	

BACKGROUND

The Board Legislative Committee met on April 29, 2021, to review legislative bills and recommend positions on each bill to the full board.

ANALYSIS

After review of the following bills, Chairperson Larry Labrado and committee members Dr. Tina Arias Miller and Mr. Sal Tinajero recommend the following action:

Support

- Assembly Bill (AB) 34 (Muratsuchi) Broadband for All Act of 2022
- AB 41 (Wood) Broadband Infrastructure Deployment
- AB 306 (O'Donnell) School Districts and Community College Districts: Employee Housing
- AB 413 (Ting) Foster Youth: Housing
- AB 775 (Berman) Postsecondary Education: Basic Needs of Students
- AB 940 (McCarty) College Mental Health Services Program
- Senate Bill (SB) 234 (Wiener) Transition Aged Youth Housing Program
- SB 330 (Durazo) California Community Colleges: Affordable Housing
- SB 442 (Newman) School Districts and Community College Districts: Governing Board elections

Watch:

- AB 1216 (Salas) California Community Colleges: Governing Board Membership: Student Members
- AB 1377 (McCarty) California Student Housing Revolving Loan Fund Act of 2021
- SB 290 (Skinner) Density Bonus Law: Student Housing for Lower Income Students

No Recommendation:

- AB 780 (Ting) Local Zoning Ordinances: School District Employee Housing

Oppose

- AB 1491 (McCarty) Adult Education Consortia: Carryover of Unallocated Funds

RECOMMENDATION

It is recommended that the board review and approve the Board Legislative Committee's recommendations on the abovementioned bills.

Fiscal Impact:	None	Board Date: May 10, 2021
Prepared by:	Anita Lucarelli, Interim Assistant to the Board of Trustees	
Submitted by:	Board Legislative Committee	
Recommended by:	Marvin Martinez, Chancellor	

MEMO

To: Rancho Santiago Community College District
Board Legislative Committee

From: Townsend Public Affairs, Inc.
Casey Elliott, State Capitol Director
Laura Kroger, Senior Associate

Date: April 29, 2021

Subject: Legislation for Consideration

Priority Legislation

The State Legislature has spent the past month conducting policy committee hearings in advance of the April 30th and May 7th policy committee deadlines. Those bills that are not passed by a policy committee prior to the deadline will become a two-year bill and will not be eligible for additional consideration until January 2022. Once the policy committee deadline passes, the Assembly and Senate will focus on moving bills through the Appropriations Committees and out of their House of Origin.

Below are the upcoming relevant dates for the Legislature:

April 30th – Last day for policy committees to pass fiscal bills
May 7th – Last day for policy committees to pass non-fiscal bills
May 21st – Last day for fiscal committees to pass bills
June 4th – Last day for bills to pass their House of Origin

Below are bills that have been introduced that the District may wish to consider for a position:

AB 34 (Muratsuchi) – Broadband for All Act of 2022

Status: This bill has been approved by the Assembly Communications and Conveyance Committee (11-1) and has been referred to the Assembly Privacy and Consumer Protection Committee for consideration.

Summary: This bill would enact the Broadband for All Act of 2022, which, if approved by voters, would authorize the issuance of \$10,000,000 in General Obligation bonds to support the 2022 Broadband for All Program that would be administered by the California Department of Technology. The program would provide financial assistance for projects to deploy broadband infrastructure and broadband internet services.



Impact: This bill could result in significant state-level resources being available to help fund broadband infrastructure projects utilizing the District as an anchor institution.

Recommendation: Support

AB 41 (Wood) – Broadband infrastructure deployment

Status: This bill has been approved by the Assembly Communications and Conveyance Committee (11-1) and has been referred to the Assembly Transportation Committee for consideration.

Summary: This bill requires the California Public Utilities Commission, the California Department of Transportation, and internet service providers to take certain planning and notification actions to help facilitate the deployment of broadband infrastructure. The bill aims to utilize planned state infrastructure upgrade opportunities to help expand broadband into currently underserved areas.

Impact: This bill would require the state to take actions to help the deployment of broadband through planned state infrastructure upgrade projects. While the aim is to increase the deployment of broadband to underserved areas, it is unclear at this point if there would be a direct impact on the District from this bill.

Recommendation: Support

AB 306 (O'Donnell) – School districts and community college districts: employee housing

Status: This bill was approved by the Assembly Education Committee (7-0) on March 24th and has been referred to the Assembly Appropriations Committee.

Summary: This bill would exempt school districts and community college district employee residential housing plans from the requirement to receive approval from the Division of the State Architect (DSA).

Impact: This bill has the potential to expedite the development of community college district employee housing projects, by not requiring DSA approval, and therefore reduce the overall costs associated with such projects.

Recommendation: Support

AB 413 (Ting) – Foster youth: housing

Status: This bill was approved by the Assembly Human Services Committee (8-0) on April 7th and has been referred to the Assembly Appropriations Committee.

Summary: This bill would appropriate \$13 million annually from the State General Fund to the Department of Housing and Community Development for existing programs that assist former foster youth in accessing stable housing. Of the funding, \$8 million annually would be directed to the Transitional Housing Program and \$5 million annually would be directed to the Housing Navigator Program.

Impact: The Transitional Housing Program serves former foster youth ages 18 to 24, and portions of the program require youth to be enrolled in college or a vocational education program to receive



benefits. This program can provide assistance to former foster youth, who attend community college, with meeting their housing needs.

Recommendation: Support

AB 775 (Berman) – Postsecondary education: basic needs of students

Status: This bill was approved by the Assembly Higher Education Committee (12-0) on April 8th and has been referred to the Assembly Appropriations Committee.

Summary: This bill would require each campus of the California Community Colleges to establish a Basic Needs Coordinator and a Basic Needs Center, by July 1, 2022, for the purpose of providing basic needs services to students. The bill would also require each campus to develop, and make available to students by February 1, 2022, a document which lists all on- and off-campus resources that offer basic needs assistance to students.

Impact: Would require the District to establish a Basic Needs Center and a Basic Needs Coordinator at each campus to provide students with a single point of contact for community basic needs services and resources.

Recommendation: Support

AB 780 (Ting) – Local zoning ordinances: school district employee housing

Status: This bill has been referred to the Assembly Education Committee and the Assembly Local Government Committee. This bill has not yet been set for a hearing in either committee. If the bill is not approved by both committees before May 7th, then it will become a two-year bill.

Summary: This bill would allow a governing board of a school district to determine a local zoning ordinance is inapplicable to the district if the proposed use of property by the school district is to offer school district employee housing.

Impact: This bill could create an additional tool for school districts in the development of employee housing; however, the bill could result in strained relations between cities and school districts.

Recommendation: No Recommendation

AB 940 (McCarty) – College Mental Health Services Program

Status: This bill was approved by the Assembly Higher Education Committee (11-0) on April 8th and has been referred to the Assembly Appropriations Committee.

Summary: This bill would create the College Mental Health Services Program, a grant program to enhance the provision of mental health services on college campuses. The bill would appropriate \$20 million annually, from Proposition 63 revenues, to implement the grant program, of which, \$3 million would be allocated to the University of California, \$7 million to the California State University, and \$10 million to the California Community Colleges.

Impact: This bill is aimed at making funding available to colleges, on an on-going basis, to help support student mental health programs.



Recommendation: Support

AB 1216 (Salas) – California Community Colleges: governing board membership: student members

Status: This was approved by the Assembly Higher Education Committee on April 22nd. The committee proposed significant amendments, which are not in print, but will be in the coming days.

Summary: As proposed to be amended, AB 1216 will provide community college district governing boards with discretionary privileges related to the student member(s) on their governing boards. The bill will also require the formation of a working group, with a prescribed membership, to discuss and recommend policies regarding the role and privileges of student members on governing boards. The working group would be required to convene by June 1, 2022 and provide a report with policy recommendations to the Chancellor's Office and the Legislature by June 1, 2023.

Impact: As proposed to be amended, the District's Board of Trustees would have discretion to determine the privileges provided to its student trustee.

Recommendation: Watch

AB 1377 (McCarty) – California Student Housing Revolving Loan Fund Act of 2021

Status: This bill was approved by the Assembly Higher Education Committee (11-0) on April 8th and has been referred to the Assembly Appropriations Committee.

Summary: Would establish a revolving loan fund in which the community colleges, California State University, and the University of California can access to build affordable student housing. The bill would fund this program by creating a continuous appropriation towards the fund in which the State Treasurer can utilize as security for issuing bonds.

Impact: This bill could provide the District with an opportunity for loans to build student housing, as well as technical assistance to help prepare to build student housing where no housing currently exists.

Recommendation: Watch

AB 1491 (McCarty) – Adult education consortia: carryover of unallocated funds

Status: This bill was approved by the Assembly Higher Education Committee (11-0) on April 8th and has been referred to the Assembly Education Committee.

Summary: This bill would establish a 15% fiscal carryover limit and procedures for adult education consortia to follow relating to the carryover of fiscal funds for any member of the consortium and the consortium itself. The bill would establish that no more than 15% of a member's annual allocation may be carried over into the next fiscal year unless a written plan for the expenditure of the funds, which is aligned with the consortium's adult education plan, is approved by the members of the consortium. The bill also permits a consortium to deem a member ineffective and enables the consortium to reduce the member's annual allocation by the carryover amount above 15%.



Impact: This bill could limit the options that the District has in utilizing adult education funding, or in more extreme circumstances, reduce the amount of adult education funding that is directed to the District or the consortium.

Recommendation: Oppose

SB 234 (Wiener) – Transition Aged Youth Housing Program

Status: This bill was approved by the Senate Housing Committee (9-0) on April 15th and has been referred to the Senate Appropriations Committee.

Summary: This bill creates the Transition Aged Youth Housing Program, under the Homelessness Financing and Coordinating Council, to provide grants for the development of housing for transition aged youth in the form of forgivable loans. The bill allocates \$100 million from the General Fund to the program.

Impact: This bill would result in funding for projects that aim to house current foster youth. In as much as this bill resulted in funding for projects in Orange County, it could be beneficial to District students that are experiencing homelessness.

Recommendation: Support

SB 290 (Skinner) – Density Bonus Law: student housing for lower income students

Status: This bill was approved by the Senate Governance and Finance Committee (5-0) on April 15th and has been referred to the Senate Appropriations Committee.

Summary: This bill would make a number of changes to current Density Bonus Law, one of which is to make a student housing development containing at least 20% of the units for lower-income students eligible for one incentive or concession and requiring a city or county to report the number of units for lower income students that were included in a student housing development for which a developer received a density bonus in its annual progress report to the Department of Housing and Community Development.

Impact: The potential for a developer to secure one additional incentive or concession by designating 20% of a housing development for low-income students, could result in the development of projects that make housing options available to community college students.

Recommendation: Watch

SB 330 (Durazo) – California Community Colleges: affordable housing

Status: This bill was approved by the Senate Education Committee (5-1) on March 10th and has been referred to the Senate Appropriations Committee. The bill has since been placed on the Senate Appropriations Committee Suspense File and will be considered on May 20th.

Summary: This bill expands the ways in which a community college district can enter a joint occupancy agreement with a private person, firm, or corporation to provide its students and employees with affordable housing developments. Included in these provisions are allowances for districts to lease real property for less than fair rental value to an entity that intends to develop



and operate affordable housing for students and/or employees and extends how long a district may enter into a joint occupancy agreement that is intended to provide affordable housing from five to 66 years.

Impact: This bill provides the District with more flexibility to create affordable workforce and student housing by utilizing unused property or facilities that are too financially burdensome to operate.

Recommendation: Support

SB 442 (Newman) – School districts and community college districts: governing board elections

Status: This bill was approved by the Senate Elections and Constitutional Amendments Committee (5-0) on April 12th and has been referred to the Senate Education Committee.

Summary: This bill provides that a county committee on school district organization may approve a proposal to establish trustee areas for the governing board of a community college district or school district, including a school district whose governing board is provided for in a city's charter, without a vote of the district's electorate.

Impact: Community colleges already have the ability to change to district-based elections without voter approval, but this bill would eliminate the need for voter approval for trustee areas that are established through the county committee process.

Recommendation: Support



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
May 10, 2021**

MANAGEMENT

2021/2022 Cabinet Permanent Annual Salary Schedule/Attachment #1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2021 / 2022 CABINET PERMANENT ANNUAL SALARY SCHEDULE
 Effective July 1, 2021

TITLE	STEP A (Temporary to 06/30/2022)	STEP B (Temporary to 06/30/2023)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Vice Chancellor, Business Services	\$ 201,670.87	\$ 211,754.41	\$222,342.13	\$233,459.24	\$245,132.20	\$257,388.81	\$270,258.25	\$283,771.17	\$297,959.72
Vice Chancellor, Educational Services	\$ 201,670.87	\$ 211,754.41	\$222,342.13	\$233,459.24	\$245,132.20	\$257,388.81	\$270,258.25	\$283,771.17	\$297,959.72
Vice Chancellor, Human Resources	\$ 201,670.87	\$ 211,754.41	\$222,342.13	\$233,459.24	\$245,132.20	\$257,388.81	\$270,258.25	\$283,771.17	\$297,959.72
President, Santa Ana College	\$ 201,670.87	\$ 211,754.41	\$222,342.13	\$233,459.24	\$245,132.20	\$257,388.81	\$270,258.25	\$283,771.17	\$297,959.72
President, Santiago Canyon College	\$ 201,670.87	\$ 211,754.41	\$222,342.13	\$233,459.24	\$245,132.20	\$257,388.81	\$270,258.25	\$283,771.17	\$297,959.72

ADDITIONAL COMPENSATION

Tax Sheltered Annuity: \$605.00 per month

Column Adjusted and Cola 3%

Board Approved: May 10, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
May 10, 2021**

MANAGEMENT

2021/2022 Management Permanent Annual Salary Schedule/Attachment #1

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
MANAGEMENT PERMANENT ANNUAL SALARY SCHEDULE
EFFECTIVE JULY 1, 2021**

GRADE	STEP A Temporary to 06/30/2022	STEP B Temporary to 06/30/2023	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6 Effective 07/01/2022	STEP 7 Effective 07/01/2023
R	\$ 59,945.10	\$ 62,941.67	\$ 66,060.86	\$ 69,384.32	\$ 72,843.99	\$ 76,486.18	\$ 80,310.49	\$ 84,326.02	\$ 88,542.32
Q	\$ 62,165.30	\$ 65,298.09	\$ 68,567.08	\$ 71,985.88	\$ 75,595.40	\$ 79,375.17	\$ 83,343.92	\$ 87,511.12	\$ 91,886.67
P	\$ 64,535.31	\$ 67,749.82	\$ 71,141.40	\$ 74,710.04	\$ 78,455.77	\$ 82,378.56	\$ 86,497.48	\$ 90,822.36	\$ 95,363.48
O	\$ 67,123.26	\$ 70,460.36	\$ 73,988.15	\$ 77,706.61	\$ 81,588.55	\$ 85,667.97	\$ 89,951.37	\$ 94,448.94	\$ 99,171.39
N	\$ 70,092.58	\$ 73,606.76	\$ 77,284.37	\$ 81,152.68	\$ 85,211.67	\$ 89,472.26	\$ 93,945.88	\$ 98,643.17	\$ 103,575.33
M	\$ 73,198.12	\$ 76,862.13	\$ 80,703.18	\$ 84,734.95	\$ 88,971.00	\$ 93,419.55	\$ 98,090.53	\$ 102,995.05	\$ 108,144.80
L	\$ 76,766.77	\$ 80,594.23	\$ 84,612.36	\$ 88,848.43	\$ 93,302.43	\$ 97,967.54	\$ 102,865.92	\$ 108,009.22	\$ 113,409.68
K	\$ 80,635.10	\$ 84,666.84	\$ 88,902.91	\$ 93,370.52	\$ 98,042.48	\$ 102,944.61	\$ 108,091.84	\$ 113,496.43	\$ 119,171.25
J	\$ 84,980.12	\$ 89,216.19	\$ 93,683.79	\$ 98,369.37	\$ 103,286.47	\$ 108,450.79	\$ 113,873.33	\$ 119,567.00	\$ 125,545.35
I	\$ 89,597.57	\$ 94,065.19	\$ 98,764.36	\$ 103,722.32	\$ 108,898.24	\$ 114,343.15	\$ 120,060.31	\$ 126,063.33	\$ 132,366.49
H	\$ 94,814.33	\$ 99,554.38	\$ 104,525.98	\$ 109,756.34	\$ 115,245.53	\$ 121,007.81	\$ 127,058.19	\$ 133,411.10	\$ 140,081.66
G	\$ 100,521.46	\$ 105,547.50	\$ 110,818.76	\$ 116,376.06	\$ 122,192.13	\$ 128,301.74	\$ 134,716.83	\$ 141,452.67	\$ 148,525.31
F	\$ 106,773.39	\$ 112,112.74	\$ 117,724.51	\$ 123,608.68	\$ 129,778.91	\$ 136,267.85	\$ 143,081.24	\$ 150,235.31	\$ 157,747.07
E	\$ 114,905.00	\$ 120,652.97	\$ 126,673.39	\$ 133,020.65	\$ 139,667.61	\$ 146,650.99	\$ 153,983.54	\$ 161,682.71	\$ 169,766.85
D	\$ 125,188.69	\$ 131,448.13	\$ 138,020.54	\$ 144,921.57	\$ 152,167.64	\$ 159,776.02	\$ 167,764.82	\$ 176,153.07	\$ 184,960.72
C	\$ 135,145.50	\$ 141,902.77	\$ 148,997.92	\$ 156,447.80	\$ 164,270.20	\$ 172,483.71	\$ 181,107.90	\$ 190,163.29	\$ 199,671.46
B	\$ 145,088.67	\$ 152,343.11	\$ 159,960.27	\$ 167,958.28	\$ 176,356.19	\$ 185,174.00	\$ 194,432.70	\$ 204,154.33	\$ 214,362.05
A	\$ 155,004.61	\$ 162,754.84	\$ 170,892.58	\$ 179,437.21	\$ 188,409.07	\$ 197,829.53	\$ 207,721.00	\$ 218,107.05	\$ 229,012.40

Adjusted Columns and 3% COLA

Board Approved: May 10, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

May 10, 2021

MANAGEMENT

Appointment/Employment Agreement: Santiago Canyon College President/Attachment #1

Ralston, Pamela G.
President
Santiago Canyon College

Effective: August 2, 2021
Salary Placement: Step 4 \$257,388.81/Year

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and Pamela Ralston (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”
2. **Position.** District hereby employs Administrator in the position of President of Santiago Canyon College (“Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.
3. **Term.** This agreement supersedes any and all prior written and oral agreements and shall be in effect for the two (2) year period beginning on August 2, 2021 and remain in effect until June 30, 2023, unless terminated sooner by the parties, or amended by the parties. If, prior to June 30 of the last year of this Agreement, the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement shall be automatically extended for an additional year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. Such nonrenewal shall be at the sole discretion of the Board of Trustees acting with or without cause.
4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.
5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.
6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the

term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$257,388.81 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of twelve (12) months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than fifty four (54) days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Tax-Sheltered Annuity.** During each academic year (July 1 through June 30) during the term of this Agreement, District shall contribute \$605 per month to a tax-sheltered annuity selected by Administrator.

15. **Other Benefits.** The District shall provide Administrator with a cellular phone, at the District's expense while performing work for the District. The District will not be responsible for any long-distance calls that are not work related or for non-work-related data usage charges. Administrator shall reimburse the District for any non-authorized charges. The District shall reimburse Administrator up to Ten Thousand

Dollars (\$10,000) for any relocation costs incurred by Administrator related to its move from Sana Barbara to the District. The District shall provide millage reimburse to Administrator for any work related travel in accordance with the District's policy for management employees.

16. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

17. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

18. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

19. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

20. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

21. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

22. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator

multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

23. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

24. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

25. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

26. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

27. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

28. **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.

29. **Notice.** Any notice to be given by any of the Parties hereto may be effected (i) by personal delivery in writing, (ii) by delivery by any nationally recognized overnight carrier, or (iii) by mail, certified or registered and postage prepaid, with return receipt requested, and addressed to such Party as described below:

If to the District:

Rancho Santiago Community College District
2323 N. Broadway, suite 410
Santa Ana, CA 92706
Attention: Chancellor Marvin Martinez

With a copy to:

The Vice Chancellor of Human Resources
At the same address as above.

And:

AlvaradoSmith
1 MacArthur Place, Suite 200
Santa Ana, CA 92707
Attn: Ruben Smith, General Counsel

30. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

31. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

“Administrator”

“District”

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT



Pamela Ralston
Dated: April 27, 2021

By: _____
Name: Marvin Martinez
Title: Chancellor
Dated: May __, 2021

EXHIBIT "A"

MUTUAL AGREEMENT TO BINDING ARBITRATION OF CLAIMS

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

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

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

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

2. Claims Not Covered By This Arbitration Agreement. This Arbitration Agreement expressly does not cover, and does not apply to, claims arising under the National Labor Relations Act which are actually brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or as otherwise required by state or federal law. In the event it is determined that one or more of Employee's claims against the District are not arbitrable, the Parties agree that the arbitrable claims will be resolved first pursuant to this Arbitration Agreement, and any non-arbitrable claims shall be stayed pending the resolution of the arbitrable claims. Nothing herein shall prevent Employee from filing and pursuing proceedings before the

California Department of Fair Employment and Housing, the United States Equal Employment Opportunity Commission, the National Labor Relations Board, or other similar administrative agency (although if Employee chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Arbitration Agreement). This Arbitration Agreement does not cover any small claims action which either Employee or the District actually bring pursuant to California Code of Civil Procedure § 116.110 et seq., as well as any claim requiring injunctive relief.

3. Notice. The District and Employee agree that the aggrieved Party must give written notice of any claim to the other Party as provided in the Educational Administrator Employment Agreement executed concurrently herewith (the “Agreement”). Employee may also be given notice at the last known address Employee provided to the District. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based and the relief or remedy sought.

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

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

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

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

Party refuse or neglect to appear for, or participate in, the arbitration hearing, the Arbitrator shall have the authority to decide the dispute based upon whatever evidence is presented.

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

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

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

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

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

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

9. Construction. Should any portion of this Arbitration Agreement be declared or determined by any court or arbitrator to be illegal, invalid or unenforceable, the illegal, invalid, or unenforceable portion of this Arbitration Agreement shall be interpreted as narrowly as

possible and shall be deemed stricken and severed from this Arbitration Agreement, and all other parts, terms, provisions and portions of this Arbitration Agreement shall remain unaffected and shall be given full force and effect.

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

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

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

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

"Employee"

"District"

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT



Pamela Ralston
Dated: April 27, 2021

By: _____
Name: Marvin Martinez
Title: Chancellor
Dated: May __, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

May 10, 2021

MANAGEMENT

New Job Description/Attachment #1

Chief Communications Officer
Classified Administrator/Grade C

Extension of Interim Assignment/Second Amendment to Employment Agreement/Attachment #2

Martinez-Flores, Marilyn
Interim President
Santa Ana College
Effective: July 1, 2021 – January 2, 2022
Salary Placement: Step 4 \$257,338.81/Year

Extension of Interim Assignment/Second Amendment to Employment Agreement/Attachment #3

Vargas Navarro, Jose F.
Interim President
Santiago Canyon College
Effective: July 1, 2021 – August 1, 2021
Salary Placement: Step 2 \$233,459.24/Year

Ratification of Resignation/Retirement

Baker, Scott E.
Lieutenant, District Safety & Security
Santa Ana College
Effective: June 30, 2021
Reason: Retirement

Chamorro, Gustavo
Director, Los Angeles/Orange County Regional
Consortia, OC
Educational Services
Effective: June 30, 2021
Reason: Retirement

Childers, Audrey E.
Director, Los Angeles/Orange County Regional
Consortia, LA
Educational Services
Effective: June 30, 2021
Reason: Retirement

Estevez, V. Jean
District Administrator
Institutional Equity, Compliance & Title IX
Human Resources
Effective: May 11, 2021
Reason: Resignation

Hopkins, Dean A.
Publications & Electronics Media Manager
Public Affairs & Publication
Educational Services
Effective: June 30, 2021
Reason: Retirement

MANAGEMENT (CONT'D)

Ratification of Resignation/Retirement (cont'd)

Leon, Christine M. Associate Dean, EOPS Santa Ana College	Effective: June 30, 2021 Reason: Retirement
Limeburner-Green, Tracie E. Vice Chancellor, Human Resources District	Effective: June 30, 2021 Reason: Retirement
Love, Janice M. Director, College Research Santa Ana College	Effective: June 30, 2021 Reason: Retirement
Pacheco, Manuel R. Lieutenant, District Safety & Security Santiago Canyon College	Effective: June 30, 2021 Reason: Retirement
Rizvi, Syed A. Vice President, Student Services Santiago Canyon College	Effective: June 30, 2021 Reason: Retirement

FACULTY

Ratification of Resignation/Retirement

Adams, Richard Professor, English Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: December 13, 2021 Reason: Retirement
Babayan, Diana Professor, ESL Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: December 31, 2021 Reason: Retirement
Collins, Monica Professor, American Sign Language Humanities & Social Sciences Division Santa Ana College	Effective: June 30, 2021 Reason: Retirement
Dwyer, Dalva Professor, ESL Humanities & Social Sciences Division Santa Ana College	Effective: June 30, 2022 Reason: Retirement

FACULTY (CONT'D)

Ratification of Resignation/Retirement (cont'd)

Elchlepp, Elizabeth
Professor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: June 6, 2022
Reason: Retirement

Garcia, Yolanda
Librarian/Professor
Library
Fine & Performing Arts Division
Santa Ana College

Effective: June 5, 2022
Reason: Retirement

Hicks, Raymond
Coordinator/Professor, ESL
Humanities & Social Sciences Division
Santa Ana College

Effective: June 6, 2022
Reason: Retirement

Hoffman, Elizabeth
Coordinator/Health Center Nurse/Professor
Health & Wellness Center
Enrollment & Support Services
Santiago Canyon College

Effective: June 30, 2021
Reason: Retirement

Keith, Katharine
Professor, ESL
Humanities & Social Sciences Division
Santa Ana College

Effective: June 4, 2021
Reason: Retirement

Little, Charles
Professor, Journalism
Fine & Performing Arts Division
Santa Ana College

Effective: June 30, 2022
Reason: Retirement

Lopez-Jaurequi, Leticia
Professor, Spanish
Humanities & Social Sciences Division
Santa Ana College

Effective: December 31, 2021
Reason: Retirement

Manzano, Francis Richard
Professor, Paralegal
Business Division
Santa Ana College

Effective: June 9, 2021
Reason: Retirement

FACULTY (CONT'D)

Ratification of Resignation/Retirement (cont'd)

Mettler, Mary Learning Disabilities Specialist/Professor Disabled Students Programs & Services Counseling & Student Support Services Division Santiago Canyon College	Effective: June 30, 2022 Reason: Retirement
Morris-Pfyl, Sandy Coordinator/Professor, Career Development/Career Technical Education/Student Success Center Santa Ana College	Effective: June 3, 2022 Reason: Retirement
Nick, JoAnn Professor, Health Science/Nursing Science, Mathematics, & Health Sciences Division Santa Ana College	Effective: June 6, 2021 Reason: Retirement
Perry, Janis Counselor/Professor Counseling & Student Support Services Division Santiago Canyon College	Effective: June 30, 2021 Reason: Retirement
Resnick, Barry Counselor/Professor Counseling & Student Support Services Division Santiago Canyon College	Effective: June 30, 2022 Reason: Retirement
Scott, Randy Professor, Mathematics Mathematics & Sciences Division Santiago Canyon College	Effective: June 30, 2022 Reason: Retirement
Simbro, Teresa Coordinator/Professor, Nursing/National Council Licensing Exam/Technology Science, Mathematics & Health Sciences Division Santa Ana College	Effective: June 3, 2022 Reason: Retirement
Womack, Melinda Professor, Communication Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: June 30, 2021 Reason: Retirement

FACULTY (CONT'D)

Leave of Absence

Adams, Richard
Professor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 16, 2021 - December 13, 2021
Reason: Banked Leave (18 LHE)

Babayan, Diana
Professor, ESL
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 16, 2021 - December 31, 2021
Reason: Banked Leave (15.38 LHE)

Dwyer, Dalva
Professor, ESL
Humanities & Social Sciences Division
Santa Ana College

Effective: August 16, 2021 – June 30, 2022
Reason: Banked Leave (27 LHE)

Elchlepp, Elizabeth
Professor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 16, 2021 - June 6, 2022
Reason: Banked Leave (36 LHE)

Garcia, Yolanda
Librarian/Professor
Library
Fine & Performing Arts Division
Santa Ana College

Effective: August 16, 2021 - June 5, 2022
Reason: Banked Leave (35.95 LHE)

Hicks, Raymond
Coordinator/Professor, ESL
Humanities & Social Sciences Division
Santa Ana College

Effective: August 16, 2021 - June 6, 2022
Reason: Banked Leave (24 LHE)

Little, Charles
Professor, Journalism
Fine & Performing Arts Division
Santa Ana College

Effective: August 16, 2021 - June 30, 2022
Reason: Banked Leave (30 LHE)

Lopez-Jaurequi, Leticia
Professor, Spanish
Humanities & Social Sciences Division
Santa Ana College

Effective: August 16, 2021 - December 31, 2021
Reason: Banked Leave (15 LHE)

**HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
May 10, 2021**

FACULTY (CONT'D)

Leave of Absence (cont'd)

Mettler, Mary
Learning Disabilities Specialist/Professor
Disabled Students Programs & Services
Counseling & Student Support Services Division
Santiago Canyon College
Effective: August 16, 2021 - June 30, 2022
Reason: Banked Leave (28.3 LHE)

Morris-Pfyl, Sandy
Coordinator/Professor, Career Development/Career
Technical Education/Student Success Center
Santa Ana College
Effective: August 16, 2021 - June 3, 2022
Reason: Banked Leave (30 LHE)

Resnick, Barry
Counselor/Professor
Counseling & Student Support Services Division
Santiago Canyon College
Effective: July 30, 2021 - June 30, 2022
Reason: Banked Leave (36 LHE)

Scott, Randy
Professor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College
Effective: August 16, 2021 - June 30, 2022
Reason: Banked Leave (34 LHE)

Simbro, Teresa
Coordinator/Professor, Nursing/National Council
Licensing Exam/Technology
Science, Mathematics & Health Sciences Division
Santa Ana College
Effective: August 16, 2021 - June 3, 2022
Reason: Banked Leave (30 LHE)

Womack, Melinda
Professor, Communication
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: February 1, 2021 - June 30, 2021
Reason: Banked Leave (2.78 LHE)

2020/2021 Contract Extension Days

Baldizon-Rios, Nena
Counselor/Professor
Counseling & Student Support Services
Santiago Canyon College
Effective: June 1, 2021 – June 30, 2021
Contract Extension: 7 Days
Contract Extension Rate: VII-C \$671.60/Day

Galvan, Juana
Counselor/Associate Professor
Counseling & Student Support Services
Santiago Canyon College
Effective: June 1, 2021 – June 30, 2021
Contract Extension: 5 Days
Contract Extension Rate: III-10 \$456.26/Day

FACULTY (CONT'D)

2020/2021 Additional Contract Extension Days

Khalid, Donna
Associate Professor/Coordinator, Adult
Secondary Education Science
Continuing Education/CEC
Santa Ana College
Effective: July 1, 2020 – June 30, 2021
From: 51 Contract Extension Days
To: 52 Contract Extension Days
Contract Extension Rate: VII-15 \$593.23/Day

Lopez Mercedes, Jose
Assistant Professor/Coordinator, ESL
Continuing Education Division/CEC
Santa Ana College
Effective: July 1, 2020 – June 30, 2021
From: 29 Contract Extension Days
To: 30 Contract Extension Days
Contract Extension Rate: IV-14 \$531.30/Day

Part-time Hourly New Hires/Rehires

Fletcher, Christine
Instructor, Nursing Science/Clinical Practice
Science, Mathematics & Health Sciences Division
Santa Ana College
Effective: August 16, 2021
Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86

Jantzen, Jamie C.
Instructor, Criminal Justice/CPR, First Aid,
Emergency Care, Urgent Care
Human Services & Technology
Santa Ana College
Effective: May 3, 2021
Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01

Labiento, John A.
Instructor, English as a Second Language
Continuing Education Division (CEC)
Santa Ana College
Effective: April 26, 2021
Hourly Lecture Rate: II-3 \$53.19

Labisi, Bo
Instructor, Water Utility Science
Business & Career Education Division
Santiago Canyon College
Effective: August 23, 2021
Hourly Lecture Rate: II-3 \$66.52

Maldonado Gomez, Edgar J.
Instructor, High School Subjects/Bridge
Continuing Education Division (CEC)
Santa Ana College
Effective: June 1, 2021
Hourly Lecture Rate: I-3 \$51.89

O'Berg, Cecilia
Instructor, Vocational Certified Nursing Assistant (Noncredit)
Continuing Education Division (CEC)
Santa Ana College
Effective: April 26, 2021
Hourly Lecture Rate: I-3 \$51.89

FACULTY (CONT'D)

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

Trieu, Thuong X.
Instructor, Chemistry
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 16, 2021
Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86

Non-paid Intern Service Form & Agreement

Vega, Alexandria
Counseling Intern
Continuing Education Division
Santiago Canyon College

Effective: May 11, 2021 – June 30, 2021
College Affiliation: San Diego State University

ATTACHMENT #1

**CHIEF COMMUNICATIONS OFFICER
JOB DESCRIPTION**

GENERAL RESPONSIBILITIES

Assists the Chancellor and Board of Trustees and provides leadership in the planning, organization, administration, evaluation and policy development for public relations, marketing and communications initiatives for the District. Serves as the central point of contact for media relations, advertising, public affairs and community relations. Responsible for the development, implementation and assessment of the district's operations in the Communications, Marketing and Public Relations department.

SPECIFIC RESPONSIBILITIES

Manages the institution's brand and reputation through strategic surveying, distribution of news, announcements, social media posts and marketing campaigns to ensure that the public views the organization favorably;

- Represents Rancho Santiago Community College District at external meetings and events;
- Identifies opportunities for the Colleges and District to obtain resources, visibility and potential funding;
- Serves as the media spokesperson for the district;
- Oversees the design and production of print materials and publications, website management, and social media content creation and management;
- Develops rapport with members of media agencies for radio, TV, digital publications, podcasts and other channel exposure;
- Coordinates communication between the College and District leadership, employees, students, donors, elected officials, media and community members;
- Composes internal publications such as newsletters, news releases, announcements, on-line posts, website updates, video productions, special projects and related Public Relations and marketing projects, develops pre-emptive, proactive communications plans addressing targeted audiences to mitigate risk and drive communications around key issues;
- Develops a comprehensive crisis communications plan and manages crises as they arise (and/or manages outside crisis consultants when appropriate);
- Coordinates with the Chancellor's Executive Cabinet, College Presidents' executive leadership, and Public Information Officers to communicate regularly with communities and elected officials;
- Analyze the higher education landscape, the role and dynamics that the community college district plays in operating within the region it serves to garner engagement and support;
- Implement innovative methods for brand reach to enhance perception and strengthen the images of the District and its Colleges.

**CHIEF COMMUNICATIONS OFFICER
JOB DESCRIPTION (CONTINUED)**

ORGANIZATIONAL RELATIONSHIPS

This position reports directly to the designated administrator. This classification works closely with college and district leadership to direct and manage internal and external communications initiatives, publications and media relations.

REQUIRED SKILLS AND QUALIFICATION

MINIMUM QUALIFICATIONS

EDUCATION:

A bachelor's degree in communications, public relations, journalism or English or another related field. A Master's degree is preferred.

EXPERIENCE:

At least five years' experience in public relations, community relations, marketing or related occupation with direct responsibility for publications, media relations, and communications planning and implementation, including at least three years of project management and supervisory experience. Demonstrate ability as a strong writer and oral communicator.

Sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic background of community college students and employees.

KNOWLEDGE OF:

- California Chancellor's Office, federal and state regulations;
- Administration, supervision and training principles for staff;
- Collective bargaining agreements and shared governance procedures;
- Communications research, processes, planning and program implementation;
- Current and emerging technology in order to produce content for the websites, intranet, and/or social media

ABILITY TO:

- Provide leadership, cultivate and maintain positive relationships with multiple audiences;
- Interpret, analyze, monitor and track budget reports;
- Manage, supervise, coach and evaluate a team of diverse communications professionals to ensure effective and efficient operations;
- Communicate with strong interpersonal and communication skills, written and oral;
- Shape and control the flow of information to key constituencies;
- Sustain positive and open lines of communication with internal and external stakeholders;
- Coordinate a variety of high-profile tasks and responsibilities;
- Identify story ideas and shape key messages to generate positive coverage of the district and colleges;

**CHIEF COMMUNICATIONS OFFICER
JOB DESCRIPTION (CONTINUED)**

REQUIRED SKILLS AND QUALIFICATION

ABILITY TO (CONTINUED):

- Handle sensitive media relations situations, including on-site crisis communications response;
- Demonstrate experience with marketing and public relations campaigns with a thorough understanding of branding and marketing communications strategies and tactics, including content strategy, digital and social media;
- Understand and articulate the mission of Rancho Santiago Community College District to work collaboratively with varied constituencies, internally and externally;
- Sensitivity to and understanding of the diverse academic, socioeconomic, cultural, and ethnic backgrounds of students and employees, as well as the needs of individuals with disabilities.

Created: April 2021

Board Approval Date: _____

**SECOND AMENDMENT TO RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT TO RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT (“Second Amendment”), dated as of May __, 2021, is entered into between the Rancho Santiago Community College District (the "District") and Marilyn Martinez-Flores ("Administrator" or “Employee”) (collectively, the "Parties"), in light of the following facts:

RECITALS

WHEREAS, District and Administrator previously entered into that certain Rancho Santiago Community College District Educational Administrator Employment Agreement, dated as of July 19, 2016 (“Agreement”), by which the District employs Administrator as Vice President of Academic Affairs for Santiago Canyon College.

WHEREAS, the District offered, and Administrator accepted, a temporary appointment as Interim President of Santa Ana College on the terms and conditions set forth below.

WHEREAS, the District and Administrator wish to extend the period upon which Administrator shall serve as Interim President of Santa Ana College pursuant to the same terms and conditions set forth below.

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

1. **POSITION**. The District had previously transferred the Administrator out of her prior position and into the position of Interim President of Santa Ana College (the "Position"). The District now desires to extend Administrator’s service of this Position pursuant to the terms set forth below.
2. **TERM**. The term of Administrator's appointment to serve in the Position shall be extended from July 1, 2021 until the earlier of (a) January 2, 2022; (b) the date on which a new President of Santa Ana College is appointed by the District; or (c) the date that is thirty (30) calendar days after the District has provided Administrator notice of termination of Administrator's service in the Position.
3. **LIMITED EFFECT**. Except for the specific amendments contained in this Second Amendment, the Agreement shall remain unchanged and in full force and effect.

SIGNATURE ON NEXT PAGE

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

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

“Employee”

“District”

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

MARILYN MARTINEZ-FLORES
Dated: May__, 2021

By: _____

Name: _____

Title: _____

Dated: May__, 2021

**SECOND AMENDMENT TO RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT TO RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT (“Second Amendment”), dated as of May __, 2021, is entered into between the Rancho Santiago Community College District (the "District") and Jose Vargas Navarro ("Administrator" or “Employee”) (collectively, the "Parties"), in light of the following facts:

RECITALS

WHEREAS, District and Administrator previously entered into that certain Rancho Santiago Community College District Educational Administrator Employment Agreement, effective as of July 1, 2014 (“Agreement”), by which the District employed Administrator as Vice President of the Orange Education Center/Continuing Education Division under Santiago Canyon College.

WHEREAS, the District offered, and Administrator accepted, a temporary appointment as Interim President of Santiago Canyon College on the terms and conditions set forth below.

WHEREAS, the District and Administrator wish to extend the period upon which Administrator shall serve as Interim President of Santiago Canyon College pursuant to the same terms and conditions set forth below.

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

1. **POSITION**. The District had previously transferred the Administrator out of his prior position and into the position of Interim President of Santiago Canyon College (the "Position"). The District now desires to extend Administrator’s service of this Position pursuant to the terms set forth below.
2. **TERM**. The term of Administrator's appointment to serve in the Position shall be extended from July 1, 2021 until the earlier of (a) August 1, 2021; (b) the date on which a new President of Santiago Canyon College is appointed by the District; or (c) the date that is thirty (30) calendar days after the District has provided Administrator notice of termination of Administrator's service in the Position.
3. **LIMITED EFFECT**. Except for the specific amendments contained in this Second Amendment, the Agreement shall remain unchanged and in full force and effect.

SIGNATURES ON NEXT PAGE

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

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

“Employee”

“District”

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

JOSE VARGAS NAVARRO
Dated: May __, 2021

By: _____

Name: _____

Title: _____

Dated: May __, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

MAY 10, 2021

CLASSIFIED

Professional Growth Increments

Aguila, Victor Admissions & Records Spec. I/ SAC	Effective: June 1, 2021 Grade 6, Step 6 + 12.5%L + 2.5%Bil + 10PG (5000) \$66,365.92
Ishikawa, Junko International Student Prog. Spec./ Student Services/ SAC	Effective: June 1, 2021 Grade 11, Step 6 + 7.5%L + 2.5%Bil + 12PG (4750) \$76,969.68

Change in Position

Bui, Hieu Accountant to Sr. Accounting Analyst/ Fiscal Services/ District (Reclass 1209)	Effective: January 1, 2021 Grade 19, Step 1 \$80,597.90
Nguyen, Nikki Sr. Accountant to District Accounting Analyst/ Fiscal Services/ District (Reclass 1215)	Effective: January 1, 2021 Grade 17, Step 1 \$71,237.75
Olivera, Martin Sr. Clerk to Admin. Clerk/ Human Services & Tech./ SAC (Reclass 1188)	Effective: January 1, 2021 Grade 10, Step 6 + 5%L + 2.5%Bil + 3PG (1500) \$69,037.39

Out of Class Assignment

Cristobal, Daniel Administrative Secretary/ EOPS/ SAC	Effective: 07/01/21 – 06/30/22
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Leave of Absence

Carpenter Amanda Administrative Secretary/ Institutional Effectiveness/ SCC	Effective: 04/28/21 – 07/07/21 Reason: Maternity Leave
Escobar, Alfonso Sr. District Safety Officer/ District	Effective: 04/07/21 – 05/05/21 Reason: FMLA

Leave of Absence cont'd

Stevensen, Chris Gardener Utility Worker/ Admin. Services/ SCC	Effective: 04/23/21 – 10/16/21 Reason: FMLA
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Ratification of Resignation/Retirement

Aguila, Victor Admin. Records Spec. I/ Enrollment/ SAC	Effective: June 30, 2021 Reason: Retirement
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Aguirre, Rosa Admin. Clerk/ Ed. Services/ District	Effective: June 30, 2021 Reason: Retirement
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Bustamante, Karen Development Coord/ College Advancement/ SCC	Effective: June 30, 2021 Reason: Retirement
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Chamness, Gregory Central Plant Operator/ Admin. Services/ SAC	Effective: June 30, 2021 Reason: Retirement
--	--

Denim, Susan Sr. Clerk/ Financial Aid/ SCC	Effective: June 30, 2021 Reason: Retirement
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Garcia, Ruben Mail Warehouse Asst./ Purchasing/ District	Effective: June 30, 2021 Reason: Retirement
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Gibson, Susan Admin. Secretary/ Human Services & Tech./ SAC	Effective: June 30, 2021 Reason: Retirement
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Gidding, Sonia Admin. Secretary/ Continuing Ed./ SCC	Effective: June 30, 2021 Reason: Retirement
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Hjorth, Debra Admin. Secretary/ Counseling/ SCC	Effective: June 30, 2021 Reason: Retirement
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Nava, Sergio Custodian/ Admin. Services/ SAC	Effective: June 30, 2021 Reason: Retirement
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Nguyen, Nhanban Science Lab Coord./ Science & Math/ SAC	Effective: June 30, 2021 Reason: Retirement
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**HUMAN RESOURCES CLASSIFIED DOCKET
MAY 10, 2021***Ratification of Resignation/Retirement cont'd*

Roman, Alfonso Gardener Utility Worker/ Admin. Services/ SAC	Effective: April 19, 2021 Reason: 39 Month Rehire List
Sartin Vincent, Diane Admin. Secretary/ Continuing Ed./ SCC	Effective: June 30, 2021 Reason: Retirement
Sehm, Mary AJ Admin. Secretary/ Enrollment/ SAC	Effective: June 30, 2021 Reason: Retirement
Smith, Rosalind Admin. Secretary/ Continuing Ed./ SAC	Effective: June 30, 2021 Reason: Retirement
Sok, Long Custodian/ Admin. Services/ SCC	Effective: June 30, 2021 Reason: Retirement
Sturuss, Richard Applications Spec. IV/ ITS/ District	Effective: June 30, 2021 Reason: Retirement
Styffe, Amy Administrative Secretary/ Career Ed./ SCC	Effective: June 30, 2021 Reason: Retirement
Williams, Dawn Intermediate Clerk/ Health Science/ SAC	Effective: June 30, 2021 Reason: Retirement
Witmer, Virginia Admin. Secretary/ Human Services & Tech/ SAC	Effective: June 30, 2021 Reason: Retirement

CLASSIFIED HOURLY*Ratification of Resignation/Retirement*

Nguyen, Joseph Instructional Assistant/ Business Div./ SAC	Effective: June 30, 2021 Reason: Retirement
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TEMPORARY ASSIGNMENT*Substitute Assignments*

Allen, George Fine Arts & Theater Fac. Tech./ Fine & Performing Arts/ SAC	Effective: 03/29/21 – 06/30/21
Flores, Erika Intermediate Clerk/ Health Ctr./ SAC	Effective: 04/05/21 – 04/15/21

Substitute Assignments cont'd

Vollucci, Deinyell Effective: 04/19/21 – 06/30/21
Instructional Assistant/ Human Services
& Tech./ SAC

MISCELLANEOUS POSITIONS

Barth, Steven Effective: 04/12/21 – 06/30/21
Business Expert Professional II/ SBDC/
District

Melendez, Diana Effective: 04/19/21
Child Dev. Intern I/Child Dev. Srv./ Ed.
Services

Pham, Diem Effective: 04/19/21
Child Dev. Intern I/ Child Dev. Srv./ Ed.
Services

Rivas, Rebeca Effective: 03/29/21
Child Dev. Intern I/ Child Dev. Srv./ Ed.
Services

Soria Rodriguez, Franea Effective: 04/19/21
Child Dev. Intern I/Child Dev. Srv./ Ed.
Services

Instructional Associates/Associate Assistants

Criminal Justice

Cerda, Roberto Effective: 05/11/21

Flores, Jose R. Effective: 05/11/21

Taylor, Richard M Effective: 05/11/21

VOLUNTEERS

Silk, Austria Effective: 5/11/21 – 6/30/21
Volunteer/ Kinesiology/ SAC

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Suarez Perez, Jhosselyn J. Effective: 04/23/21-06/30/21

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To: Board of Trustees	Date: May 10, 2021
Re: Approval of First Amendment to Professional Services Agreement between Rancho Santiago Community College District and Grand River Solutions, Incorporated	
Action: Request for Approval	

BACKGROUND

On April 12, 2021, the Board approved the approval of legal services agreement with Grand River Solutions for mediation services. Grand River Solutions also offer Title IX and Equity support. Support may include a review of draft reports, providing guidance to leadership, reviewing training materials, reviewing of relevant institutional policies and procedures. Title IX recognizes the need for this ongoing support to be made available to our district.

ANALYSIS

The original agreement was restricted to support for our informal resolution agreements. Due to increased cases and limited staffing, we are amending this agreement to provide case support, including drafting notices and other materials, and guidance.

RECOMMENDATION

The administration recommends approval of the first amendment to the professional services agreement between RSCCD and Grand River Solutions, Incorporated, as presented.

Fiscal Impact: \$225.00/Hour Upon Utilization	Board Date: May 10, 2021
Prepared by: Elvia Garcia, Assistant to the Vice Chancellor, Human Resources	
Submitted by: V. Jean Estevez, Interim Assistant Vice Chancellor, Recruitment, EEO and Compliance	
Recommended by: Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND
GRAND RIVER SOLUTIONS, INCORPORATED**

This First Amendment to Agreement is dated effective as of the later of May 11, 2021 or the date fully executed by both parties (“Effective Date”) and is entered into by and between Rancho Santiago Community College District (“District”), and Grand River Solutions (hereinafter called “Contractor”).

District and Contractor entered into a certain Agreement originally dated effective April 12, 2021 (the “Agreement”).

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

1. This paragraph will be added to Exhibit A – Scope of Work – Title IX and Equity Support – Grand River Solutions will provide guidance and support to the District as may be requested. Support may include a review of draft reports, providing guidance to leadership, reviewing training materials, drafting letters, reviewing of relevant institutional policies and procedures, and other support as requested by the District. (Same fees as previously negotiated)
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between District and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirement and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

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

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

BY: _____
Signature of Authorized Person

BY: _____
Signature

Print Name: Jody Shipper

Print Name: Adam M. O’Connor

Print Title: Co-Founder and Managing Director

Title: Interim Vice Chancellor, Business
Operations/Fiscal Services

Date: _____

Date: _____



Revised Scope of Work
Rancho Santiago Community College District
April 2020

Submitted by:
Jody Shipper
Cherie A. Scricca
Co-Founders and Managing Directors
jody@grandriversolutions.com
cherie@grandriversolutions.com
www.grandriversolutions.com

Introduction

Grand River Solutions is pleased to provide this proposal for services for the Rancho Santiago Community College District. Grand River Solutions was formed in response to ongoing and persistent requests from Title IX coordinators, risk managers, administrators, and campus counsel seeking practical, how-to advice and counsel in dealing with campus specific questions and campus specific problems for which they could not otherwise find satisfying answers or applicable solutions. Jody Shipper and Cherie Scricca, Managing Directors and Co-Founders of Grand River Solutions, recognized that by joining with other professionals, and combining their extensive experience as on-campus leaders and administrators, along with their direct knowledge and experience in developing and implementing Title IX policies, processes and procedures, they would be able to provide practical, how-to advice and support to individuals who are responsible for the Title IX training and resolution processes. They turned their individual experiences and expertise into a national consulting practice to provide practical, achievable, workable training and advice to schools and systems around the country.

The focus of Grand River Solutions is to provide the Title IX and equity law (Title VII, Title VI, § 504) support to colleges and universities, as well as K-12 schools. We provide a full complement of innovative services that focus on anti-harassment and discrimination practices including Title IX. Grand River Solutions also provides a variety of in-depth consulting services that include Title IX policy and procedure development, program assessment, investigations, hearings and Title IX training and education. We also serve during times of transition as interim Title IX coordinators and serve as coaches and mentors to newly appointed coordinators. We customize services to support an institution both on-campus or through remote, off-campus processes. Our team of recognized national leaders has also developed and conducted customized workshops, boot camps, executive level briefings and flexible training programs, as well as highly sensitive compliance reviews and audits.

Proposed Scope of Work

Informal Resolution

Grand River Solutions (GRS) will provide services to facilitate informal and alternate resolutions for Title IX cases in accordance with the District's policies and procedures on an as-needed basis.

Title IX and Equity Support

GRS will provide guidance and support to the District as may be requested. Support may include a review of draft reports, providing guidance to leadership, reviewing training materials, drafting letters, reviewing of relevant institutional policies and procedures, and other support as requested by the District.

Fees

Informal Resolution: \$225.00 per hour

Title IX and Equity Support: \$225.00 per hour

GRS charges in increments of one-quarter of an hour. The minimum time charged for any particular activity will be one-quarter of an hour.

Rate is valid until 6/30/2024.

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

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 21-08

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on April 26, 2021, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Student Trustee Mariano A. Cuellar was not present at the board meeting; and

Whereas, the board has determined that Student Trustee Cuellar’s absence was due to a family emergency;

NOW, THEREFORE, BE IT RESOLVED that Student Trustee Cuellar shall be paid at the regular rate of compensation for the board meeting on April 26, 2021.

Dated this 10th day of May 2021.

Ayes:
Noes:
Absent:
Abstain:

Marvin Martinez
Secretary to the Board of Trustees

Board of Trustees
May 10, 2021

Conference Docket
No. 6.8

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

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
ANNUAL TRUSTEE CONFERENCE
Virtual Conference – May 5-7, 2021

1 Board Member
(Zeke Hernandez)

