

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

Board of Trustees (Regular meeting)

Monday, September 13, 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 September 13, 2021, meeting via a teleconference. No in-person attendance will be accommodated or permitted. To avoid exposure to COVID-19 this meeting will be held via teleconference by calling **(669) 900-6833, 560964295# (please use *9 to raise your hand using your phone if you’d like to speak during public comments) or by using this link: <https://cccconfer.zoom.us/j/560964295>**. Additionally, you may submit your comments electronically by emailing Gerard_Debra@rsccd.edu.

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing Gerard_Debra@rsccd.edu. Submissions by email must be received prior to 3:00 p.m. on September 13, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF SEPTEMBER 13, 2021**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at Gerard_Debra@rsccd.edu 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 Adoption of Resolution No. 21-14 – Resolution Honoring First Responders in the Rancho Santiago Community College District Action

It is recommended that the board adopt Resolution No. 21-14 Honoring First Responders in the Rancho Santiago Community College District as presented.

1.4 Recognition of First Responders in Commemoration of Anniversary of 9/11 Attacks

1.5 Approval of Additions or Corrections to Agenda Action

1.6 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@rsccd.edu. Submissions by email must be received prior to 3:00 p.m. on September 13, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF SEPTEMBER 13, 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.

1.7 Approval of Minutes – Regular meeting of August 9, 2021 Action

1.8 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.

1.9 Public Hearing - 2021-2022 Proposed Adopted Budget

1.10 Presentation on District Enrollment

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

2.2 Reports from College Presidents

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

2.5 Reports from Academic Senate Presidents

2.6 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Institutional Effectiveness Committee
- Board Facilities Committee
- Board Policy Committee

3.0 INSTRUCTION

- *3.1 Approval of Smartabase Subscription Agreement for Santa Ana College (SAC) Criminal Justice Academies with Fusion Sport Inc. Action
The administration recommends approval of the Smartabase subscription agreement for SAC Criminal Justice Academies with Fusion Sport Inc. located in Boulder, Colorado, as presented.
- *3.2 Approval of Standard Inter-Agency Instructional Services Agreement between RSCCD on behalf of Santa Ana College and California State Parks and Recreation Action
The administration recommends approval of the standard inter-agency instructional services agreement between RSCCD on behalf of SAC and California State Parks and Recreation located in San Clemente, California, as presented.
- *3.3 Approval of Standard Inter-Agency Instructional Services Agreement between RSCCD on behalf of Santa Ana College and Anaheim Fire and Rescue Action
The administration recommends approval of standard inter-agency instructional services agreement between RSCCD on behalf of SAC and Anaheim Fire and Rescue located in Anaheim, California, as presented.
- *3.4 Approval of Educational Affiliation Agreement between RSCCD on behalf of Santa Ana College and Acacia Adult Day Services Action
The administration recommends approval of the educational affiliation agreement between RSCCD on behalf of SAC and Acacia Adult Day Services located in Garden Grove, California, as presented.
- *3.5 Approval of Terms of Service Agreement between RSCCD on behalf of Santa Ana College and American Occupational Therapy Association, Inc. (AOTA) Action
The administration recommends approval of the terms of service agreement between RSCCD on behalf of SAC and AOTA located in North Bethesda, Maryland, as presented.
- *3.6 Approval of Educational Affiliation Agreement between RSCCD on behalf of Santa Ana College and with Port View Preparatory Action
The administration recommends approval of the educational affiliation agreement between RSCCD on behalf of SAC and Port View Preparatory located in Tustin, California, as presented.

*Item is included on the Consent Calendar, Item 1.8.

- *3.7 Approval of Educational Affiliation Agreement between RSCCD on behalf of Santa Ana College and with Sparkle Where Our Voices Shine Inc. Action
The administration recommends approval of the educational affiliation agreement between RSCCD on behalf of SAC and Sparkle Where Our Voices Shine Inc. located in Victorville, California, as presented.
- *3.8 Approval of Standard Clinical Affiliation Agreement between Rancho Santiago Community College District on behalf of Santa Ana College and College Hospital Partial Hospitalization Program Action
The administration recommends approval of the standard clinical affiliation agreement between RSCCD on behalf of SAC and College Hospital Partial Hospitalization Program located in Santa Ana, California, as presented.
- *3.9 Approval of Amended Exhibits A and B of the Nuventive Master Software and Professional Services Agreement between RSCCD on behalf of Santa Ana College and Nuventive, LLC Action
The administration recommends approval of amended Exhibits A and B of the Nuventive master software and professional services agreement between RSCCD on behalf of SAC and Nuventive, LLC located in Pittsburg, Pennsylvania, as presented.
- *3.10 Ratification of Agreement Addendum 2 between Point and Click Solutions, Inc. and Rancho Santiago Community College District for Santa Ana College Action
The administration recommends ratification of the Agreement Addendum 2 between Point and Click Solutions, Inc. and RSCCD for SAC, as presented.
- *3.11 Ratification of Agreement Addendum 2 between Point and Click Solutions, Inc. and RSCCD for Santiago Canyon College (SCC) Action
The administration recommends ratification of the Agreement Addendum 2 between Point and Click Solutions, Inc. and RSCCD for SCC, as presented.
- *3.12 Approval and Certification of Santa Ana College School of Continuing Education High School Diploma Program Graduate List 2020-2021 Action
The administration recommends approval and certification of the SAC School of Continuing Education high school diploma program graduate list 2020-2021, as presented.

*Item is included on the Consent Calendar, Item 1.8.

- *3.13 Approval and Certification of Santiago Canyon College School of Continuing Education High School Diploma Program Graduate List 2020-2021 Action
The administration recommends approval and certification of the SCC School of Continuing Education high school diploma program graduate list 2020-2021, as presented.
- *3.14 Approval of Santa Ana College Degrees and Certificates for Spring 2021 Action
The administration recommends approval of the list of recipients of SAC degrees and certificates for Spring 2021, as presented.
- *3.15 Approval of Santiago Canyon College Associate Degrees and Certificates for Spring 2021 Action
The administration recommends approval of the list of recipients of SCC degrees and certificates for Spring 2021, as presented.
- *3.16 Approval of Professional Services Agreement between RSCCD on behalf of Santiago Canyon College and with Chameleon IT Consulting, LLC- Jermaine Prince Action
The administration recommends approval of the professional services agreement between RSCCD on behalf of SCC and Chameleon IT Consulting-Jermaine Prince located in Fontana, California, as presented.

4.0 BUSINESS SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Intrafund and Interfund Budget Transfers Action
The administration recommends approval of budget intrafund and inter-fund budget transfers from July 1, 2021, to August 30, 2021.
- 4.3 Approval of 2021-2022 Adopted Budget Action
The administration recommends approval of the 2021-2022 Adopted Budget as presented.
- *4.4 Approval of Agreement with SVA Architects, Inc. for Professional Consulting Services for Facility Site Master Planning for Bristol and 17th Street Property at Santa Ana College Action
The administration recommends approval of the agreement with SVA Architects, Inc. for professional consulting services for the facility site master planning for Bristol and 17th Street property at SAC as presented.

*Item is included on the Consent Calendar, Item 1.8.

- 4.5 Ratification of Change Order #2 for McCarthy Building Companies, Inc. for Request for Proposal (RFP) #1718-173 Lease-Leaseback Construction Services for Science Center at Santa Ana College Action
The administration recommends ratification of change order #2 for McCarthy Building Companies, Inc. for RFP #1718-173 construction lease-leaseback services for the Science Center at SAC as presented.
- 4.6 Acceptance of Completion of RFP #1718-173 for Lease-Leaseback Construction Services for Science Center at Santa Ana College and Approval of Recording a Notice of Completion Action
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- *4.7 Approval of Utilization of DGS Agreement with WEX, Inc. Action
The administration recommends approval of the District's utilization of the DGS agreement with WEX, Inc. for fleet fuel cards as presented.
- *4.8 Approval of Professional Services Agreement with Ken Porter Auctions Action
The administration recommends approval of the professional services agreement with Ken Porter Auctions to conduct vehicle auctions on an as needed basis as presented.
- *4.9 Approval of Professional Services Agreement with TLC Auctions Action
The administration recommends approval of the professional services agreement with TLC Auctions to conduct auctions on an as needed basis as presented.
- *4.10 Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement #00003972 Awarded to Invoke Learning Action
The administration recommends approval of the District's use of the FCCC master services agreement #00003972 awarded to Invoke Learning, including any future renewals, addendums, supplements, modifications and extensions as presented.
- *4.11 Acceptance of Donation of Personal Protective Supplies Action
The administration recommends acceptance of the donation from League of United Latin American Citizens (LULAC) #147 of personal protective supplies as presented.
- *4.12 Acceptance of Vendor Name Change - Cumming Construction Management, Inc. Action
The administration recommends acceptance of the vendor name change request from Cumming Construction Management, Inc. to Cumming Management Group, Inc. as presented.

*Item is included on the Consent Calendar, Item 1.8.

- *4.13 Acceptance of Vendor Name Change - Schick Action
The administration recommends acceptance of the vendor name change request from Schick Records Management to Vital Records Control as presented.

- *4.14 Acceptance and Award of Request for Quote (RFQ) #2122-001 for Redistricting Services Action
The administration recommends acceptance and awarding of RFQ #2122-001 for Redistricting Services to Cooperative Strategies as presented.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Services or her designee to enter into related contractual agreements on behalf of the district for the following:
- College Assistance Migrant Program – Year 5 (SCC) \$425,000
 - Talent Search – Year 3 (SAC) \$430,487
 - Youth Empowerment Strategies for Success – \$ 22,500
 - Independent Living Program (YESS-ILP) (SAC)

- *5.2 Approval of Sub-Agreements between RSCCD and SCORE Association on behalf of SCORE Orange County for Strong Workforce Program - Local Funds Initiative (#DO-18-2184-01) Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into a related contractual agreement on behalf of the district.

- *5.3 Approval of Corrections to Sub-Agreement between RSCCD and Culver City Unified School District Selected to Host Strong Workforce Program K12 Pathway Coordinators (Year 3) (#DO-20-2582-04) Action
The administration recommends approval of the corrections to the sub-agreement and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into a related contractual agreement on behalf of the district.

- *5.4 Approval of Second Amendment to Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Statewide Director – Information Communications Technology (ICT)/Digital Media Sector Grant (#DO-20-2537-02.02) Action
The administration recommends approval of the second amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.5 Approval of Utilization of Food Vendors to Provide Meals to Child Development Centers Action
The administration recommends approval of the utilization of vendors to provide meals to the Child Development Centers, district-wide as presented.
- *5.6 Approval of Foundation for California Community Colleges, CollegeBuys Purchase for Student Adobe Creative Cloud Licenses Action
The administration recommends approval of the Foundation for California Community Colleges, CollegeBuys Purchase for Student Adobe Creative Cloud Licenses as presented.
- *5.7 Approval of Foundation for California Community Colleges, CollegeBuys Purchase for California Connects Mobile Hotspots for Students Through ThinkEDU Action
The administration recommends approval of the Foundation for California Community Colleges, CollegeBuys Purchase for California Connects Mobile Hotspots for students through ThinkEDU as presented.
- *5.8 Approval of Change Order to Existing Agreement for Dark Fiber with Crown Castle Fiber, LLC Action
The administration recommends approval of the change order to the existing agreement for Dark Fiber with Crown Castle Fiber, LLC as presented.
- 5.9 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. Student Suspensions from Program (pursuant to Education Code 72122)
Student ID #1481481
Student ID #1062275

*Item is included on the Consent Calendar, Item 1.8.

2. 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
 - g. Educational Administrator Appointments
 - (1) Associate Dean, Fire Technology, SAC

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

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

Joseph Robert Pineo v. Rancho Santiago Community College District, Orange County Superior Court Case No. 30-2019-01092834-CU-PO-CJG

Alliance of Schools for Cooperative Insurance Programs (ASCIP) vs. Sandra Elizabeth Castro Palma Claim #1805554

4. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

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

Agency Negotiator: Cheng Yu Hou, 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

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session.

Completion of the information on the form is voluntary. Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

Please note the board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for board consideration.

6.0 HUMAN RESOURCES

- | | | |
|-----|--|---------------|
| 6.1 | <u>Management/Academic Personnel</u> | <u>Action</u> |
| | <ul style="list-style-type: none">• Approval of Employment Agreements• Approval of New Job Descriptions• Approval of Revised Job Descriptions• Approval of Appointments• Approval of Changes of Interim Assignment• Approval of Extensions of Interim Assignment• Approval of Amended Hourly Rates for Extended Interim Assignment• Ratification of Resignations/Retirements• Approval of Hiring of Temporary Long-term Substitutes (LTS)• Approval of Hiring of Temporary 1-Year Full-time Faculty Members• Approval of Adjusted Locations for Temporary 1-Year Full-time Faculty Member• Approval of 2021-2022 Contract Coordinator Stipends• Approval of 2021-2022 Contract Extension Days• Approval of Beyond Contract/Overload Stipends• Approval of Banking Leaves• Approval of Adjusted Banking Leaves• Approval of Part-time Hourly New Hires/Rehires• Approval of Column Changes• Approval of Non-paid Instructors of Record• Approval of Non-paid Intern Services | |
| 6.2 | <u>Classified Personnel</u> | <u>Action</u> |
| | <ul style="list-style-type: none">• Approval of Hourly On Going to Contract Assignments• Approval of Short Term to Contract Assignments• Approval of Professional Growth Increments• Approval of Out of Class Assignments• Approval of Return to Regular Assignments• Approval of Changes in Salary Placements• Approval of Leaves of Absence• Ratification of Resignations/Retirements• Approval of Short Term Assignments• Approval of Changes in Temporary Assignments• Approval of Additional Hours for Ongoing Assignments• Approval of Substitute Assignments• Approval of Miscellaneous Positions• Approval of Instructional Associates/Associate Assistants• Approval of Volunteers• Approval of Student Assistant Lists | |

6.3 Approval of RetireeFirst Group Medicare Insurance Plan Action
It is recommended that the board approve the RetireeFirst group Medicare insurance plan as recommended by the Joint Benefits Committee and authorization be given to the Chancellor or his designee to enter into the appropriate agreements with the vendor.

6.4 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 September 27, 2021.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 13, 2021
Re:	Adoption of Resolution No. 21-14 – Resolution Honoring First Responders in the Rancho Santiago Community College District	
Action:	Request for Adoption of Resolution No. 21-14	

BACKGROUND

Twenty years ago, on September 11, 2001, was a day of tragedy for the United States as it came under attack. Nineteenmen hijacked four fuel-loaded U.S. commercial airplanes bound for west coast destinations and 2,977 people lost their lives in New York City, Washington, D.C. and Shanksville, Pennsylvania. Of those lives lost, 403 were first responders who were at each location to help those who were trapped and injured.

First responders throughout the country put themselves in harm's way every day to keep its citizens and communities safe. Many have fallen in the line of duty.

ANALYSIS

The officers on the Rancho Santiago Community College District campuses, as well as local police officers and firefighters in the communities within our district, are ready and able every day of the year to do whatever is necessary to protect our students. On behalf of the Rancho Santiago Community College District, the board of trustees would like to honor and express appreciation to the first responders who every day work to insure the safety of our students and communities. With a safe and secure environment, our students are able to work hard to fulfill their dreams and become productive members of the community.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 21-14 – Resolution Honoring First Responders in the Rancho Santiago Community College District as presented.

Fiscal Impact:	None	Board Date: September 13, 2021
Prepared by:	Patricia S. Dueñez, Assistant to the Vice Chancellor	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

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

**Resolution No. 21-14 Honoring First Responders in the
Rancho Santiago Community College District**

Resolution No. 21-14

WHEREAS, on September 11, 2001, our nation was changed forever by the attacks that killed 2,977 people and injured over 6,000 others. Out of this tragedy came a heightened appreciation for first responders, the men and women who put their lives on the line every day to protect the public in times of danger – 403 of whom lost their lives that day; and

WHEREAS, in the years since 9/11, many more disasters—man-made and natural – have reaffirmed the importance and courage of these essential public servants. Most recently, first responders have played a critical, lifesaving role in the devastation caused by the COVID-19 pandemic and the California fires; and

WHEREAS, in Orange County and in the Rancho Santiago Community College District, we rely on our first responders – our district’s safety officers, and our fire and police departments – to respond to dangerous fires, floods, earthquakes, and other natural and man-made disasters and incidents; and

WHEREAS, The Rancho Santiago Community College District, has a proud history of partnership with public safety agencies, including Santa Ana College’s 49 year partnership with the Orange County Sheriff’s Department as evidenced by the Orange County Sheriff’s Regional Training Academy in Tustin; and

WHEREAS, Santa Ana College is home to one of the state’s largest and oldest fire technology programs, the Santa Ana College Fire Academy Program, administered under the guidance of the Orange County Fire Chiefs’ Association;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Rancho Santiago Community College District that the first responders who protect the public in Orange County and especially the cities served by the District -- Anaheim Hills, Orange, Santa Ana, Villa Park, and portions of Anaheim, Costa Mesa, Irvine, Fountain Valley, Garden Grove, and Tustin – as well as the District’s own Security and Public Safety officers are to be commended for their timely response in times of crisis and their courageous efforts on behalf of area residents. The appreciation and thanks of the District, its employees, and its students are hereby conveyed by the adoption of this Resolution.

Dated this 13th day of September 2021.

Ayes:
Noes:
Absent:
Abstain:

Marvin Martinez
Secretary, Board of Trustees

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

Monday, August 9, 2021

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

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

Administrators present during the regular meeting via video/teleconference (Zoom) were Mr. Cheng Yu Hou, Ms. Iris Ingram, Dr. Marilyn Flores, Mr. Marvin Martinez, Mr. Enrique Perez, and Dr. Pamela Ralston. 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. Crockett, Clerk, RSCCD Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Tinajero and seconded by Mr. Labrado to remove Item 5.9 (First Reading of Board Policy) from the agenda. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Labrado, and Mr. Tinajero. Student Trustee Neely's advisory vote was aye.

1.4 Public Comment

Mr. Morrie Barembaum thanked Faculty Association of RSCCD (FARSCCD) board members who were leaving, welcomed new FARSCCD board members, and thanked those FARSCCD board members who were remaining on the FARSCCD board.

Ms. Karen Martin spoke regarding Item 5.8 (Adoption of Board Policy) in opposition of BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Employees.

Due to technical difficulties, Ms. Katherine Lemen lost her connection and spoke after Item 1.8 (Public Hearing).

1.4 Public Comment (cont.)

Ms. Sheryl Martin spoke in opposition of Item 6.3 (Retiree Medicare Enrollment for Eligible Retirees).

Mr. Barry Resnick spoke in favor of Item 6.3 (Retiree Medicare Enrollment for Eligible Retirees).

Mr. Hernandez arrived during public comments.

1.5 Approval of Minutes

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the minutes of the regular meeting held July 12, 2021. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Tinajero. Student Trustee Neely’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Tinajero and seconded by Mr. Labrado to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Items 3.7 (International Student Recruitment Agreement with DEOW Co. Ltd.), 3.13 (Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in Association with Eastside Family Medical), and 4.14 (Amendment No. 1 [Lease Extension] to Agreement with T-Mobile West LLC for Cellular Communications Facilities on Rooftop of District Operations Center) removed from the Consent Calendar by Mr. Hernandez; and Item 3.12 (Memorandum of Understanding between RSCCD and The Regents of the University of California on behalf of the University of California, Irvine) removed from the Consent Calendar by Ms. Neely. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Tinajero. Student Trustee Neely’s advisory vote was aye.

3.1 Approval of Dual Enrollment Agreement between Mater Dei High School and Rancho Santiago Community College District

The board approved the dual enrollment agreement between Mater Dei High School and RSCCD, as presented.

3.2 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.

3.3 Approval of Standard Clinical Affiliation Agreement with French Park Care Center

The board approved the standard clinical affiliation agreement with French Park Care Center located in Santa Ana, California, as presented.

1.6 Approval of Consent Calendar (cont.)

- 3.4 Approval of Unified Master Services Agreement with Castle Branch, Inc.
The board approved the unified master services agreement with Castle Branch, Inc. located in North Carolina, as presented.
- 3.5 Approval of International Student Recruitment Agreement with Bluesea Trading and Consultant Co. Ltd.
The board approved the international student recruitment agreement with Bluesea Trading and Consultant Co. Ltd. located in Vietnam, as presented.
- 3.6 Approval of International Student Recruitment Agreement with Capstone Vietnam Co. Ltd.
The board approved the international student recruitment agreement with Capstone Vietnam Co. Ltd. located in Vietnam, as presented.
- 3.8 Approval of International Student Recruitment Agreement with I-Studylink Co. Ltd.
The board approved the international student recruitment agreement with I-Studylink Co. Ltd. located in Vietnam, as presented.
- 3.9 Approval of International Student Recruitment Agreement with WEDUSHARE Co. Ltd.
The board approved the international student recruitment agreement with WEDUSHARE Co. Ltd. located in Cambodia, as presented.
- 3.10 Approval of International Student Recruitment Agreement with WIL Co. Ltd.
The board approved the international student recruitment agreement with WIL Co. Ltd. located in Vietnam, as presented.
- 3.11 Approval of Educational Affiliation Agreement with Pine Street Physical & Occupational Therapy
The board approved the educational affiliation agreement with Pine Street Physical & Occupational Therapy located in Stockton, California, as presented.
- 3.14 Approval of Health Sciences Program Agreement between The Regents of the University of California and Rancho Santiago Community College District
The board approved the health sciences program agreement between The Regents of the University of California and RSCCD, as presented.
- 3.15 Approval of Rancho Santiago Community College District Professional Services Agreement with Main Graphics
The board approved the RSCCD professional services agreement with Main Graphics located in Irvine, California, as presented.

1.6 Approval of Consent Calendar (cont.)

3.16 Approval of Amendment No. 2 to Agreement No. C-7-1833 between Orange County Transportation Authority (OCTA) and Santa Ana College (SAC) for College Pass Pilot Program

The board approved Amendment No. 2 to agreement No. C-7-1833 between OCTA and SAC for the college pass pilot program, as presented.

3.17 Approval of Amendment #1 to Agreement No. C-8-1790 between Orange County Transportation Authority and Santiago Canyon College (SCC) for College Pass Pilot Program

The board approved Amendment #1 to the agreement between OCTA and SCC for the college pass pilot program, as presented.

3.18 Approval of Amendment #2 to Agreement No. C-7-1871 between Orange County Transportation Authority and Rancho Santiago Community College District for Continuing Education College Pass Pilot Program

The board approved Amendment #2 to Agreement No. C-7-1871 between OCTA and RSCCD for the Continuing Education pass program, as presented.

3.19 Approval of Five-Year Instructional Services Agreement Renewal with Orange Unified School District (OUSD)

The board approved the five-year instructional services agreement renewal with OUSD as presented.

3.20 Approval of Designated Representative to Serve as Official RSCCD Representative on Rancho Santiago Adult Education Consortium for 2021-2022 Fiscal Year

The board approved Eden Quimzon as the designated representative to serve as the official RSCCD representative on the Rancho Santiago Adult Education Consortium for the 2021-2022 fiscal year as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

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

The board approved budget increases, decreases and transfers, and intrafund and interfund transfers from June 28, 2021, to June 30, 2021.

4.3 Approval of Public Hearing for 2021-2022 Proposed Adopted Budget

The board approved holding a public hearing on the 2021-2022 proposed adopted budget at the September 13, 2021, board meeting.

4.4 Approval 2021-2022 Proposed Adopted Budget Assumptions

The board approved the adopted budget assumptions for the 2021-2022 fiscal year as presented.

1.6 Approval of Consent Calendar (cont.)

4.6 Approval of Amendment No. 4 (Lease Extension) to Agreement with Sprint PCS Assets, LLC for Cellular Communications Facilities on Rooftop of Building D at Santa Ana College

The board approved Amendment No. 4 (Lease Extension) to the agreement with Sprint PCS Assets, LLC as presented.

4.7 Ratification of Change Order #3 for McCarthy Building Companies, Inc. for Request for Proposal (RFP) #1819-224 Lease-Leaseback Construction Services for Johnson Student Center at Santa Ana College

The board ratified change order #3 for McCarthy Building Companies, Inc. Lease-Leaseback Construction Services for Johnson Student Center at SAC as presented.

4.8 Ratification of Award of Bid #1408 for Water Conservation Irrigation Controller Upgrade Phase 2 at Santa Ana College

The board ratified the award of Bid #1408 for the water conservation irrigation controller upgrade Phase 2 at SAC as presented.

4.9 Approval of Acceptance of Completion of RFP #1819-224 for Lease-Leaseback Construction Services for John Student Center at Santa Ana College and Approve Recording a Notice of Completion

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

4.10 Approval of Amendment to Agreement with LSA Associates, Inc. for Traffic/Circulation Analysis for Campus Entrance Improvements Project at Santiago Canyon College

The board approved the amendment to the agreement with LSA Associates, Inc. for traffic/circulation analysis for the campus entrance improvements project at SCC.

4.11 Approval of Agreement with American Engineering Laboratories, Inc. for Materials Testing and Special Inspection Services for Orange Education Center (OEC) Site Remediation Project

The board approved the agreement with American Engineering Laboratories, Inc. for materials testing and special inspection services for the OEC site remediation project as presented.

4.12 Approval of Agreement with Innovative Construction Solutions, Inc. for Environmental Remediation Construction Services for Orange Education Center Site Remediation Project

The board approved the agreement with Innovative Construction Solutions, Inc. for environmental remediation construction services for the OEC site remediation project as presented.

1.6 Approval of Consent Calendar (cont.)

4.13 Approval of Agreement with Knowland Construction Services for Project Inspection Services for Orange Education Center Site Remediation Project

The board approved the agreement with Knowland Construction Services for project inspection services for the OEC site remediation project as presented.

4.15 Acceptance of Vendor Name Change

The board accepted the vendor name change request from Digital Networks Group, Inc. to Avidex Industries, LLC as presented.

4.16 Approval of Purchase Orders

The board approved the purchase order listing for the period June 20, 2021, through July 17, 2021.

5.1 Approval of Resource Development Items

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

- California Adult Education Program (SAC & SCC) - \$ 80,594
Augmentation
- Career and Technical Education (CTE) Title I-C \$998,619
(District/SAC/SCC)
- Nursing Program Support Grant (SAC) \$207,358

5.2 Approval of Sub-Agreement between RSCCD and Orange County Superintendent of Schools for Strong Workforce Program – Regional Funds (#DO-19-2182-33)

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

5.3 Approval of Corrections to Sub-Agreement between RSCCD and Irvine Unified School District to Award K-12 Strong Workforce Program 2020-2021 Funds (#DO-20-2504-38)

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

5.4 Approval of First Amendment to Sub-Agreement between RSCCD and Los Angeles County of Education in Los Angeles Region Selected to Host Strong Workforce Program K12 Pathway Coordinator - Year 2 (DO-19-2563-31.01)

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

1.6 Approval of Consent Calendar (cont.)

5.5 Approval of Interagency Food Service Agreement

The board approved the Interagency Food Service agreement and authorized the Vice Chancellor, Business Services or her designee to sign and enter into a related agreement on behalf of the district.

5.6 Approval of Professional Services Agreement with Jennifer Walsvick

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

5.7 Approval of Professional Services Agreement with BlackBeltHelp LLC

The board approved the professional services agreement with BlackBeltHelp LLC as presented.

1.7 Public Hearing – Child Development Centers – California School Employees Association (CSEA) Chapter 888 Initial Bargaining Proposal to Rancho Santiago Community College District

There were no public comments.

1.8 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Centers - California School Employees Association (CSEA) Chapter 888

There were no public comments.

Due to technical difficulties, Ms. Lemen rejoined the meeting and spoke at this time.

1.4 Public Comment

Ms. Katherine Lemen spoke regarding Item 5.8 (Adoption of Board Policy) in opposition of BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Employees.

1.9 Statement of Support of Deferred Action for Childhood Arrivals (DACA) Students

Dr. Arias Miller read a statement of support of DACA students. Discussion ensued.

1.10 Discussion on Board Meetings and Closed Session

Board members discussed adding a board meeting annually in June and moving closed session on the agenda to the beginning of the board meeting. It was noted that the Board Policy Committee members will consider the recommendations discussed by the full board at its next meeting.

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. Jeffrey Lamb, Vice President, Santa Ana College
Dr. Pamela Ralston, President, Santiago Canyon College

2.3 Report from Student Trustee

Ms. Neely provided a report to the board.

The board president called upon the Academic Senate Presidents to provide reports at this time. Item 2.4 (Reports from Student Presidents) follows Item 2.5.

2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Jim Isbell, Academic Senate President, Santa Ana College
Mr. Craig Rutan, Academic Senate President, Santiago Canyon College

2.4 Reports from Student Presidents

Ms. Elisabeth Neely, Student President, Santiago Canyon College, provided a report to the board on behalf of the Associated Student Government (ASG) organization:

Mr. Julio Luna Barbosa, Student President, Santa Ana College, indicated he had no report at this time.

2.6 Reports from Board Committee Chairpersons and Representatives of the Board

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

Mr. Hanna provided a report on the August 2, 2021, Board Facilities Committee meeting.

3.0 INSTRUCTION

Items 3.1, 3.2, 3.3., 3.4, 3.5, 3.6, 3.8, 3.9, 3.10, 3.11, 3.14, and 3.16 through 3.20 were approved as part of Item 1.6 (Consent Calendar).

3.7 Approval of International Student Recruitment Agreement with DEOW Co. Ltd.

It was moved by Mr. Hernandez and seconded by Mr. Labrado to approve the international student recruitment agreement with DEOW Co. Ltd. located in Japan, as presented. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Tinajero. Student Trustee Neely’s advisory vote was aye.

3.12 Approval of Memorandum of Understanding (MOU) between Rancho Santiago Community College District and The Regents of the University of California on behalf of the University of California, Irvine

It was moved by Mr. Hernandez and seconded Mr. Crockett by to approve the MOU between RSCCD and The Regents of the University of California on behalf of the University of California, Irvine, as presented. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Tinajero. Student Trustee Neely’s advisory vote was aye.

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

It was moved by Mr. Hernandez and seconded by Mr. Crockett to ratify the agreement for COVID-19 testing services with Medica Testing Group, Inc. in association with Eastside Family Medical Associates, Inc., as presented. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Tinajero. Student Trustee Neely’s advisory vote was aye.

4.0 BUSINESS SERVICES

Items 4.1, 4.2, 4.3, 4.4, and 4.6 through 4.13, 4.15, and 4.16 were approved as part of Item 1.6 (Consent Calendar).

4.5 Quarterly Investment Report as of June 30, 2021

The quarterly investment report as of June 30, 2021, was presented as information.

4.14 Approval of Amendment No. 1 (Lease Extension) to Agreement with T-Mobile West LLC for Cellular Communications Facilities on Rooftop of District Operations Center

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve Amendment No. 1 (Lease Extension) to the agreement with T-Mobile West LLC as presented. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Tinajero. Student Trustee Neely’s advisory vote was aye.

5.0 GENERAL

Items 5.1 through 5.7 were approved as part of Item 1.6 (Consent Calendar).

5.8 Adoption of Board Policy

It was moved by Mr. Labrado and seconded by Mr. Crockett to adopt new Board Policy 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus2) Vaccination Program as presented. Discussion ensued. Mr. Hanna asked that the following previous language be included in the board policy:

“Program participation should be mandatory, however, participation in the program is subject to limited exceptions, exemptions, and accommodations, which include approved medical exemptions, disabilities, and/or religious or personal accommodations.”

Discussion ensued. It was moved by Mr. Hanna and seconded by Mr. Tinajero to approve amending the policy to include the abovementioned sentence. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, and Mr. Tinajero; and a nay vote from Mr. Labrado. Student Trustee Neely’s advisory vote was aye.

It was moved by Mr. Tinajero and seconded by Mr. Hernandez to approve the board policy with the amendment. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Tinajero. Student Trustee Neely’s advisory vote was aye.

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

5.10 Board Member Comments

Board members congratulated staff on the grand opening of the SAC Johnson Student Center on July 27, 2021, and noted how beautiful it is. Mr. Hernandez stated that he attended the grand opening but was unable to tour the building and would like to take a tour in the future with any other board members that weren’t able to tour it.

Dr. Arias Miller reported that she attended the SAC Orange County Sheriff’s Regional Training Academy Graduation on July 22, 2021.

Mr. Crockett stated that he is looking forward to attending the colleges’ convocations and appreciated the public comments given earlier at the meeting.

Mr. Hanna welcomed Dr. Ralston as the new SCC President and encouraged her to develop a relationship with the Orange Unified School District similar to that of SAC’s relationship with Santa Ana Unified School District.

5.10 Board Member Comments (cont.)

Mr. Hanna thanked all those who provided reports and public comments earlier at the meeting and congratulated the el Don on the quality of the student newspaper.

Mr. Hanna spoke highly of the bipartisan infrastructure bill and is hopeful Orange County and RSCCD student apprentices will be recipients of some of the monies distributed as a result of the bill passing.

Mr. Hernandez reported that he missed the opening of the SAC art show in downtown Santa Ana on July 30 and asked that information on the art show at the Santora building be forwarded to all trustees.

Mr. Hernandez reported that he attended the Mariachi Nationals and Summer Institute on July 30 at SAC.

Mr. Hernandez indicated he met with Maria Hernandez who is the daughter of the founder of a folklorico group, Maria Hernandez, and plans to share with the chancellor the conversation he had with her regarding future possibilities with SAC.

Mr. Hernandez stated that he was late to the meeting due to his attendance at SAC's football practice.

Mr. Tinajero expressed appreciation for the outreach SAC has with Santa Ana Unified School District and the City of Santa Ana.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:48 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. Profession Experts
 - f. Volunteers
 - g. Student Workers
 - h. Educational Administrator Appointments
 - (1) Dean, Humanities & Social Sciences Division
 - (2) Director, Facility Planning, Construction & Support Services
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

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

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

Agency Negotiator: Cheng Yu Hou, 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

Ms. Neely left the meeting at this time.

Mr. Yarbrough joined closed session at this time.

RECONVENE

The board reconvened at 9:21 p.m.

Mr. Hernandez asked that the answers to the questions he asked on the August 9, 2021, docket be attached to the minutes.

Public Comment

There were no public comments.

Closed Session Report

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

6.0 HUMAN RESOURCES

6.1 **Management/Academic Personnel**

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

- Approve New Job Descriptions
- Approve Appointments
- Approve Interim Assignments
- Approve Extensions of Interim Assignment
- Approve Amended Annual Rate for Extended Interim Assignments
- Approve Amended Hourly Rates for Extended Interim Assignment
- Approve Changes of Title/Grade

6.1 Management/Academic Personnel (cont.)

- Approve Fall 2021 FARSCCD Beyond Contract/Overload Hourly Step Increases/Effective August 16, 2021
- Approve Fall 2021 FARSCCD Part-time/Hourly Step Increases/Effective August 16, 2021
- Approve Fall 2021 CEFA Part-time/Hourly Step Increases/Effective August 16, 2021
- Approve Reassignments/Changes of Location
- Approve Additional Faculty Service Areas (FSA)
- Approve 2020-2021 Additional Contract Extension Days
- Approve 2021-2022 Additional Contract Extension Days
- Approve 2021-2022 Adjusted Contract Extension Daily Rates
- Approve Part-time Hourly New Hires/Rehires
- Approve Column Changes
- Approve Non-paid Intern Service

6.2 Classified Personnel

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

- Approve Revised Miscellaneous Pay Schedules
- Approve Longevity Increments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Changes in Position
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Short Term Assignments
- Approve Changes in Temporary Assignment
- Approve Additional Hours for Ongoing Assignment
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Approval of Retiree Medicare Enrollment for Eligible Retirees

It was moved by Mr. Hernandez and seconded by Mr. Crockett to approve

- a. that all Medicare eligible retirees and Medicare eligible spouses enroll in a Medigap plan as the RSCCD sponsored medical plan and;
- b. the District agrees to reimburse Medicare Part B late penalties for employees who retired prior to August 9th, 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.

6.4 Authorization for Board Travel/Conferences

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

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on September 13, 2021.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 9:25 p.m.

Respectfully submitted,

Marvin Martinez, Chancellor

Approved: _____
Clerk of the Board

Minutes approved: September 13, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the President

Date: August 9, 2021

To: Marvin Martinez, Chancellor

From: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs on behalf of
Marilyn Flores, Ph.D., Interim President, Santa Ana College

Subject: Responses to Board Requests – August 9, 2021 Board Meeting
Trustee Hernandez Items #3.7, #3.13, #3.15, #3.16 and #3.18

From Trustee Hernandez

AGENDA ITEM #3.7 – International Student Recruitment Agreements

Q1: About a year ago, the BOT approved a number of ISP recruitment agreements (10-12); please provide the BOT with information as to successful recruitments, SAC registrations for the upcoming Fall semester.

Response Q1: Santa Ana College received 5 international student applicants as a direct result of these recruitment agreements. However, the applications were not approved for F-1 visas. We are continuing to work with these students for Spring Intersession or Spring 2022. Some students are successful in subsequent interviews, so we will continue to support these students. We currently have 15 new international students starting, Fall 2021, from other recruitment efforts.

Q2: Of the 6 agreements on the agenda, 5 are for territory of Vietnam (VN); 1 for Cambodia; with one of the 5 targeting Japan, Taiwan, and Worldwide. How many agreements do we have for territory of China? How many total for VN?

Response Q2: SAC currently has two agreements for the territory of China and seven agreements for the territory of Vietnam.

Q3: How many students do we have registered to date for ISP? Country of Origin? What is the overall goal as to total number of ISP students are we planning?

Response Q3: SAC International Student Program currently has 169 active students of which 130 are enrolled in Fall 2021 and 25 are on Optional Practical Training (OPT students are not required to enroll for up to one year), and 14 students are not registered. Please note, this registration data is a “snapshot” as of August 9, 2021.

Santa Ana College
Responses to Board Requests – August 9, 2021 Board Meeting
Trustee Hernandez Items #3.7, #3.13, #3.15, #3.16 and #3.18

We still have four weeks for students to add/drop with no affect to their transcripts.

- Country of Origin

-Cambodia	-Japan	-Tanzania
-Canada	-Mexico	-Turkey
-China	-Morocco	-United Kingdom
-Columbia	-Nigeria	-Vietnam
-Eqypt	-Pakistan	
-El Salvador	-Philippines	
-Germany	-South Korea	
-Honduras	-Sri Lanka	
-India	-Taiwan	

- Our most current overall goal is to restore the program to at least 350 students, the level prior to the State Department making their cuts.

Q4: What type of marketing materials are being used for recruitment?

Request: Please provide BOT with marketing materials, can do so online if quicker/easier to do.

Response Q4: Please see marketing materials below.



ISP 2021-2022
Copy-English. pdf.p



ISP 2021-2022
Copy-Vietnam. pdf.†



Study Abroad
FA2021.pdf

AGENDA ITEM #3.13 – Agreement for Covid-19 Testing (with Medica Testing Group, Inc.)

Q1: Is testing being provided to all employees, classified, faculty? Would they be included as “staff”?

Response Q1: Testing is for All SAC students and staff. See below from the contract:

1.Scope of Work; Services. Contractor shall provide to SAC and oversee, on a weekly basis, testing of SAC’s staff and students for COVID-19 during the Term (as defined below) of this Agreement. Contractor shall provide and oversee a Polymerase Chain Reaction anterior nares nasal swab test (“PCR Test”) for staff and students in athletics. For staff and students who are not in athletics, Contactor shall provide and oversee antigen rapid self-testing kits (“Rapid Test”) for COVID-19.

Santa Ana College
Responses to Board Requests – August 9, 2021 Board Meeting
Trustee Hernandez Items #3.7, #3.13, #3.15, #3.16 and #3.18

AGENDA ITEM #3.15 – Agreement with Main Graphics

REQUEST: To pull from Consent Calendar for full information. Concerns and questions as to timing, materials for mailing, printing, bidding/proposal.

Response to Item #3.15: This mailer is part of our ongoing efforts to increase enrollment, as well as information regarding the college to keep them informed. We anticipate additional efforts to include late-start and spring.

AGENDA ITEMS #3.16, #3.17, AND #3.18 – AGREEMENT AMENDMENTS WITH OCTA

Q1: What the difference between payments per student to OCTA?

Responses Q1:

- SAC, SCC and the School of Continuing Education have three separate agreements with OCTA. Each agreement has multiple factors that lead to price variances.
- SCE does not charge their students any fees directly and subsidized the program through The Adult Education Block Grant.
- SAC and SCC have different prices because of the availability of routes that pass by the colleges. SCC is limited in the number of routes that directly pass the campus and so have a lower fee.
- Also, SAC was able to take advantage of funding the first two years by the Low Carbon Transit Operations Program and was able to offer the first year at no cost to the students.

Q2: What is the total amount collected from students and the total amount paid to OCTA?

Every part-time student taking more than a one-half unit is required to pay five dollars and seventy-five cents (\$5.75), full-time students pay six dollars and seventy-five cents (\$6.75). These costs are pass-through dollars directly to OCTA.

Q3: What is the COVID-19 impact to services provided to students?

Response Q3: COVID-19 impacted OCTA's ridership numbers causing the need to reduce the number of trips running on a route. Beginning August 15th, OCTA is adding service improvements that will add new trips on routes, expanded route hours and improved route frequency.

Q4: Were amendments reviewed/approved by ASGs (SAC / SCC / CEC)?

Response Q4: The amendment came through during a time where ASG was not actively meeting and the new members were not in place. To my knowledge it was not shared with them.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the President – Santiago Canyon College

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

Date: August 9, 2021
To: Marvin Martinez, Chancellor
From: Pamela Ralston, President
Subject: Response to Board Requests

From Trustee Zeke Hernandez

Item #3.17 Approval of Amendment #1 to Agreement No. C-8-1790 between Orange County Transportation Authority (OCTA) and Santiago Canyon College (SCC) for College Pass Pilot Program

Question 1: Why the difference between payments per student to OCTA

Answer:

- SAC, SCC and the School of Continuing Education have three sperate agreements with OCTA. Each agreement has multiple factors that lead to price variances.
- SCE does not charge their students any fees directly and subsidized the program through The Adult Education Block Grant.
- SAC and SCC have different prices because of the availability of routes that pass by the colleges. SCC is limited in the number of routes that directly pass the campus and so have a lower fee.

Question 2: What is the total amount collected from students and the total amount paid to OCTA?

Answer: The total amount collected from students for 2018/19 and 2019/20 OCTA Fees \$162,765.18. To date SCC has not been billed.

Question 3: What is the Covid-19 impact to services provided to students

Answer: Although bus lines experienced a reduction in ridership due to COVID, the bus lines remained available (in some cases, however, the frequency of travel for some lines was reduced) for credit students use at no cost. For the 2020-2021 year, credit students were not charged the transportation fee at the campus but were still allowed to ride OCTA fixed-route bus lines for free.

Response to Board Requests (continued)

Question 4: Where amendments reviewed/approved by ASGs (SAC / SCC / CEC)?

Answer: At SCC, since the amendment does not include a change to the fee structure, it was not reviewed/approved by SCC ASG.

Item #3.18 Approval of Amendment #2 to Agreement No. C-7-1871 between Orange County Transportation Authority (OCTA) and Rancho Santiago Community College District for Continuing Education College Pass Pilot Program

Question 1: Why the difference between payments per student to OCTA

Answer:

- SAC, SCC and the School of Continuing Education have three separate agreements with OCTA. Each agreement has multiple factors that lead to price variances.
- SCE does not charge their students any fees directly and subsidized the program through The Adult Education Block Grant.
- SAC and SCC have different prices because of the availability of routes that pass by the colleges. SCC is limited in the number of routes that directly pass the campus and so have a lower fee.

Question 2: What is the total amount collected from students and the total amount paid to OCTA?

Answer: There are no student fees collected from Continuing Education students. Instead OCTA bills Continuing Education based on student ridership. For the 2017-18 year, the fees billed to Continuing Education (both SCC and SAC combined) was slightly over \$372K and for the 2018-19 year, the fees billed was under \$313K. Continuing Education has not yet been billed for the 2019-20 year and we do not expect a bill for the 2020-21 year.

Question 3: What is the Covid-19 impact to services provided to students

Answer: For the 2020-21-year, Continuing Education students were not issued bus passes from the campuses and were not able to ride for free during this period.

Question 4: Where amendments reviewed/approved by ASGs (SAC / SCC / CEC)?

Answer: The amendment was not reviewed by Continuing Education ASG's at both campuses.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Vice Chancellor - Business Services

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

Date: August 9, 2021

To: Marvin Martinez, Chancellor

From: Iris I. Ingram, Vice Chancellor, Business Services

Subject: Response to Request from Trustee Hernandez Regarding Docket Items 4.6 Approval of Amendment No. 4 (Lease Extension) to Agreement with Sprint PCS Assets, LLC for Cellular Communications Facilities on Rooftop of Building D at Santa Ana College, 4.8 Ratification of Award of Bid #1408 for Water Conservation Irrigation Controller Upgrade Phase 2 at Santa Ana College, and 4.14 Approval of Amendment No 1 (Lease Extension) to Agreement with T-Mobile West LLC for Cellular Communications Facilities on Rooftop of District Operations Center

From Trustee Hernandez

4.6 Approval of Amendment No. 4 (Lease Extension) to Agreement with Sprint PCS Assets, LLC for Cellular Communications Facilities on Rooftop of Building D at Santa Ana College

4.14 Approval of Amendment No. 1 (Lease Extension) to Agreement with T-Mobile West, LLC for Cellular Communications Facilities on Rooftop of District Operations Center

Trustee Hernandez asked why is there a difference between Sprint and T-Mobile agreements in the base rent and adjustment?

- T-Mobile and Sprint original lease agreements were negotiated for different locations in 2001 (District Office and Santa Ana College Dunlap Hall). T-Mobile base lease payment (starting point for lease adjustments) was \$2,000 in 2001. The base lease payment for Sprint was \$1,500 in 2001. Due to the different values in the base lease payment for when these legacy agreements were originated, the yearly rent adjustments result in different monthly lease amounts. Different administrators are responsible for their respective site leases and therefore, could have also contributed to the variance in 2001 original lease amounts and the fact that you are dealing with separate and different third-party entities on behalf of T-Mobile and Sprint.

4.8 Ratification of Award of Bid #1408 for Water Conservation Irrigation Controller Upgrade Phase 2 at Santa Ana College

Trustee Hernandez asked why was there only 1 attendee for job walk on 6/3/21 ... was this Marina Landscape?

- Mariposa Landscape was the only contractor that attended the optional job-walk. Marina Landscape did not attend the job walk nor did any of the other bidders. The scope of work was not unique for this particular bid so the optional job-walk was not required.

Trustee Hernandez asked why the variance (\$88K - \$253K) on the bids received?

- Bids often vary in range and the pricing is not controlled by the District. Therefore, this is an opinion of what is occurring in the bid market based on our experience. It is not atypical that contractors will view and price a project differently based on their interpretation of the work, their approach to the work, their familiarity with the site, their ability to retain materials at certain costs, and their labor hours. Collectively, this impacts the contractor's final bid amount. The bidder turnout for this project is competitive and there is no legal basis for denying award of the bid as it is within our target budget of \$100,000. Marina Landscape has done past work on the campus and has some working knowledge of the irrigation system and conditions of the site.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Smartabase Subscription Agreement for Santa Ana College Criminal Justice Academies with Fusion Sport Inc.	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This new Smartabase Subscription Agreement for Santa Ana College Criminal Justice Academies with Fusion Sport Inc. (“Agreement”) identifies the services and responsibilities of the DISTRICT and the CONTRACTOR, including the scope of work and detailed schedule of payment. The Agreement governs one (1) year of software usage, which shall remain in effect from October 1, 2021 through September 30, 2022 or until terminated by either party. The Agreement carries a cost of \$34,100 ([Link here](#)).

RECOMMENDATION

It is recommended the Board of Trustees approve the Smartabase Subscription Agreement for Santa Ana College Criminal Justice Academies with Fusion Sport Inc., located in Boulder, Colorado, as presented.

Fiscal Impact:	\$34,100 (grant funded)	Board Date: September 13, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Service & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Standard Inter-Agency Instructional Services Agreement with California State Parks and Recreation	
Action:	Request for Approval	

BACKGROUND

Santa Ana College Fire Technology is authorized to provide instruction through an Instructional Services Agreements (“ISA”) via qualified and approved non-paid instructors to other public entities. This Standard Inter-Agency Instructional Services Agreement with California State Parks and Recreation (“Agreement”) will result in registering over 210 students annually in the Fire Technology ISA Program. The District and California State Parks and Recreation have a long contractual relationship for this type of service.

ANALYSIS

This Agreement is administered in compliance with the guidelines issued by the State of California Community College Chancellor’s Office. This Agreement shall be effective for five (5) years or until termination by written notice of either party. This Agreement will carry a cost for Santa Ana College not to exceed \$100,000 for each fiscal year, which will be offset by apportionment revenue.

RECOMMENDATION

It is recommended the Board of Trustees approve the Standard Inter-Agency Instructional Services Agreement with California State Parks and Recreation, located in San Clemente, California, as presented.

Fiscal Impact:	Not to exceed \$100,000/year	Board Date: September 13, 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	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the Rancho Santiago Community College District with its principle place of business located at 2323 North Broadway, Santa Ana, California 92706 (District) on behalf of the Santa Ana College Fire Technology Department and California State Parks and Recreation (Agency) with its principle place of business located at 3030 Avenida del Presidente, San Clemente, CA 92672.

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

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

- 1) TERM AND TERMINATION. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by both 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 thirty (30) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
 - 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.
- 2) AGENCY'S RESPONSIBILITIES:
 - a) Services. Agency shall be responsible to teach the following course:

FSA 002 Ocean Lifeguard - Aquatic Response Skills

Other courses may be added by mutual consent by both parties.

- b) Instructor Qualifications: All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
- c) Enrollment of Students: The District will supply current student enrollment forms (electronically if applicable) to the Agency who will return properly completed enrollment forms (electronically if applicable) to the District as soon as is practical.
- d) Student Attendance Records. Agency will maintain records of student attendance and achievement. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.
- e) Applicable Law. Agency 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 Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

3) DISTRICT'S RESPONSIBILITIES

- a) Educational Program. The educational program provided under this agreement is the sole responsibility of the District. When a course is offered for credit, participants in the course will earn academic credit in accordance with District policy regarding eligibility, attendance, course work, examinations, and related policies and procedures. Accordingly, District retains responsibility for the Program and/or courses offered pursuant to this Agreement.
- b) Supervise and Control Instruction. The instruction claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.
- c) Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.
- d) Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

- e) District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.
 - f) Courses of Instruction. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.
 - g) Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.
 - h) Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.
 - i) Approval of Degree and Certificate Programs. District is responsible to ensure that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.
 - j) Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.
 - k) Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)
- 4) FEES
- a) Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three Dollars and Fifty Cents (\$3.50) per student contact hour, not to exceed 28,571 student contract hours or One Hundred Thousand Dollars (\$100,000) per fiscal year. Annual limits shall not be exceeded without the expressed written permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.
 - i) Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.

- ii) Tuition. It is mutually agreed that Agency can choose to deduct tuition fees from the total dollar amount per student contact hour paid to Agency by District.

5) TERMS AND CONDITIONS

- a) Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)
- b) Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)
- c) Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).
- d) Indemnification. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
- e) 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.
- f) Independent Contractors. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as District may specify in writing.
- g) Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.
- h) 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.

- i) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:
Rancho Santiago Community College District
ATTN: Vice Chancellor of Business Services
2323 North Broadway
Santa Ana, California 92706

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency;
California State Parks and Recreation
Attn: Julie Tobin
3030 Avenida del Presidente
San Clemente, CA 92672

- j) Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- k) Choice of Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California.
- l) Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
- m) Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, 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. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

- n) Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- o) Severability. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.

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

CALIFORNIA STATE PARKS
AND RECREATION

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Name: Kristal C. Simpson
Title: Chief / Business
Management Services

Name: Iris I. Ingram
Title: Vice Chancellor of Business Services

P.O. Box 942896
Sacramento, CA94296

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Standard Inter-Agency Instructional Services Agreement with Anaheim Fire and Rescue	
Action:	Request for Approval	

BACKGROUND

Santa Ana College Fire Technology is authorized to provide instruction through an Instructional Services Agreements (“ISA”) via qualified and approved non-paid instructors to other public entities. This Standard Inter-Agency Instructional Services Agreement with Anaheim Fire and Rescue (“Agreement”) will result in registering over 100 students annually in the Fire Technology ISA Program. The District and Anaheim Fire and Rescue have a long contractual relationship for this type of service.

ANALYSIS

This Agreement is administered in compliance with the guidelines issued by the State of California Community College Chancellor’s Office. This Agreement shall be effective for five (5) years or until termination by written notice of either party. It will carry a cost for Santa Ana College not to exceed \$105,000 for each fiscal year, which will be directly offset by apportionment funding.

RECOMMENDATION

It is recommended the Board of Trustees approve the Standard Inter-Agency Instructional Services Agreement with Anaheim Fire and Rescue, located in Anaheim, California, as presented.

Fiscal Impact:	\$105,000/year	Board Date: September 13, 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	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the Rancho Santiago Community College District with its principle place of business located at 2323 North Broadway, Santa Ana, California 92706 (District) on behalf of the Santa Ana College Fire Technology Department and Anaheim Fire and Rescue (Agency) with its principle place of business located at 201 S. Anaheim Blvd, Suite 300, Anaheim, California 92805 .

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

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

- 1) TERM AND TERMINATION. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by both 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 thirty (30) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
 - 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.
- 2) **AGENCY'S RESPONSIBILITIES:**
 - a) Services. Agency shall be responsible to teach the following course:

FSA017 - Firefighter Refresher- Core Competencies

Other courses may be added by mutual consent by both parties.

- b) Instructor Qualifications: All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
- c) Enrollment of Students: The District will supply current student enrollment forms (electronically if applicable) to the Agency who will return properly completed enrollment forms (electronically if applicable) to the District as soon as is practical.
- d) Student Attendance Records. Agency will maintain records of student attendance and achievement. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.
- e) Applicable Law. Agency 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 Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

3) DISTRICT'S RESPONSIBILITIES

- a) Educational Program. The educational program provided under this agreement is the sole responsibility of the District. When a course is offered for credit, participants in the course will earn academic credit in accordance with District policy regarding eligibility, attendance, course work, examinations, and related policies and procedures. Accordingly, District retains responsibility for the Program and/or courses offered pursuant to this Agreement.
- b) Supervise and Control Instruction. The instruction claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.
- c) Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.
- d) Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

- e) District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.
 - f) Courses of Instruction. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.
 - g) Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.
 - h) Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.
 - i) Approval of Degree and Certificate Programs. District is responsible to ensure that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.
 - j) Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.
 - k) Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)
- 4) FEES
- a) Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three Dollars and Fifty Cents (\$3.50) per student contact hour, not to exceed 30,000 student contract hours or One Hundred Five Thousand Dollars (\$105,000) per fiscal year. Annual limits shall not be exceeded without the expressed written permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.
 - i) Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.

- ii) Tuition. It is mutually agreed that Agency can choose to deduct tuition fees from the total dollar amount per student contact hour paid to Agency by District.

5) TERMS AND CONDITIONS

- a) Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)
- b) Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)
- c) Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).
- d) Indemnification. The District shall defend, indemnify and hold Agency 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).

Agency 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 Agency, its officers, agents, or employees.

- e) 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.
- f) Independent Contractors. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as District may specify in writing.
- g) Assignment. This Agreement shall not be assigned by Agency either in whole or in

part. Any such purported assignment voids this Agreement.

- h) 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.
- i) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

Rancho Santiago Community College District
ATTN: Vice Chancellor of Business Services
2323 North Broadway
Santa Ana, California 92706

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency;

Anaheim Fire and Rescue
Attn: Fire Chief
201 S. Anaheim Blvd. Suite 300
Anaheim, California 92805

- j) Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- k) Choice of Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California.
- l) Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
- m) Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, 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. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

- n) Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- o) Severability. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.

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

AGENCY

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: Iris I. Ingram

Title: _____

Title: Vice Chancellor of Business Services

Date: _____

Date: _____

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

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Educational Affiliation Agreement with Acacia Adult Day Services	
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 new Educational Affiliation Agreement with Acacia Adult Day Services (“Agreement”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Acacia Adult Day Services, located in Garden Grove, California, as presented.

Fiscal Impact:	None	Board Date: September 13, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program ("College") and Acacia Adult Day Services ("Clinical Facility"), located at 11391 Acacia Parkway, Garden Grove, CA 92840.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

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

B. For Program Planning

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

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

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

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

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

curricula.

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. Insurance:

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

- b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
- c. Statutory Workers' Compensation coverage for staff and students participating in the rotation.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
- e. District will provide Clinical Facility Certificates of Insurance evidencing such coverage upon request.

2. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:

- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
- b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
- c. Workers' Compensation insurance covering Clinical Facility's full liability as required by California law.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
- e. Clinical Facility will provide District Certificates of Insurance evidencing such coverage upon request.

C. Indemnification

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

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

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

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

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

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

PART VII **OTHER TERMS**

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

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

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

To Clinical Facility:

Acacia Adult Day Services

Attn: Natalie Franks - Program Operations Manager or Betty Torres - Volunteer Coordinator

11391 Acacia Parkway

Garden Grove, CA 92840

To District:

Santa Ana College

Attn: Academic Fieldwork Coordinator

1530 West 17th Street

Santa Ana, CA 92706

With a copy to:

Rancho Santiago Community College District

ATTN: Vice Chancellor of Business Services

2323 North Broadway

Santa Ana, CA 92706

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

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

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

District:
Rancho Santiago Community College
District

Clinical Facility:
Acacia Adult Day Services

Iris I. Ingram
Vice Chancellor of Business Services



Natalie Franks
Program Operations Manager

Date

7-15-2021

Date

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

To: Board of Trustees	Date: September 13, 2021
Re: Approval of Terms of Service Agreement with American Occupational Therapy Association, Inc. (AOTA)	
Action: Request for Approval	

BACKGROUND

The Occupational Therapy Assistant (“OTA”) 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. Formal evaluation of student fieldwork performance is required by OTA outside accreditation, Accreditation Council for Occupational Therapy Education (“ACOTE”). The evaluation of the student performance is measured by the Fieldwork Performance Evaluation (“FWPE”) form, previously available as paper evaluation tool. Beginning September 2021, the FWPE will move to an online reporting system.

ANALYSIS

This new Terms of Service Agreement with American Occupational Therapy Association, Inc. (AOTA) (“Agreement”), governs OTA Program access to and use of the AOTA online FWPE services offered by AOTA through the Formstack platform. The initial term of this Agreement is for one (1) year. This Agreement shall renew for successive periods of one (1) year each unless either party gives written notice of non-renewal at least thirty (30) days prior to renewal date. The total term of Agreement, including successive renewal periods, shall not exceed a total of five (5) years and carries a cost of \$850.00 per year.

RECOMMENDATION

It is recommended the Board of Trustees approve the Terms of Service Agreement with American Occupational Therapy Association, Inc. (AOTA), located in North Bethesda, Maryland, as presented.

Fiscal Impact: \$850.00 per year	Board Date: September 13, 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	

TERMS OF SERVICE

Last modified: March 2021

This Terms of Service (“TOS”) governs your access to and use of the AOTA online Fieldwork Performance Evaluation (FWPE) services offered by AOTA through the [Formstack](#) platform (the “Service”). When you execute an order form for the Service as well as any other written agreement pertaining to or related to the Service (“Order Form”) referencing this TOS, the Order Form and this TOS together form an agreement (the “Agreement”) between the person or entity executing the Order Form and this TOS (“You” or “User” or “Your”) and the American Occupational Therapy Association, Inc. (“AOTA,” “We” or “Our” or “Us”).

If you are agreeing to this TOS as an individual on behalf of your company, then "You" or "User" or "Your" means your company and you are binding your company to this TOS. You represent and warrant that you have the legal power and authority to enter into this TOS and that, if User is an entity, this TOS is entered into by an employee or agent with all necessary authority to bind that entity to this TOS.

By using one or more of Our Services, you agree to be immediately bound by this TOS. If you do not wish to be bound by this TOS, you have no permission to use Our Services and must stop using them immediately. We expressly reserve the right to change this TOS from time to time on our website, with sixty (60) day electronic notice to You. You acknowledge and agree that it is your responsibility to review this TOS from time to time and to familiarize yourself with any modifications posted online or electronically via email or in-application notification. For Users not previously bound by this TOS, this TOS is effective immediately upon the signature of both parties agreeing to the TOS. For Users that are bound by a prior version of this TOS, this new version of our TOS shall become effective within fourteen (14) days of the date they are posted on our website, https://www.aota.org/FWPE_TOS and upon the signature of both parties agreeing to the TOS. Your binding signature and continued use of Our Services and/or products after such modifications become effective will constitute agreement to abide by and be bound by the modified TOS.

We provide the Service to You through an account we hold with our vendor Formstack. In addition to this TOS, your use of the Service is governed by Formstack's [Privacy Policy](#), [Acceptable Use Policy](#) and [Data Security](#) attached herein (and as may be updated, amended or revised from time to time by Formstack).

1. SUBSCRIPTION

1.1 Provision of Service. We shall make the Service available to You pursuant to this Agreement and the relevant Order Form during the subscription term indicated on the Order Form (the “Term”). You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

1.2 Upgrades. Any upgrades to the specific version of the Service for which You have purchased a subscription that We generally make available to all subscribers will be added without additional charge. In some scenarios, AOTA may offer advanced features to its Users to test its products.

1.3 Setup. AOTA will provide only those setup services indicated on the Order Form, subject to timely payment of the setup fee (if any) and Your provision of all reasonable cooperation, information and materials, including provision of any logos or branding assets needed for any template design.

2. ACCESS; RESTRICTIONS ON USE

2.1 Access. Subject to the restrictions and limitations set forth in this Agreement, AOTA hereby grants to User a nonexclusive, nontransferable, limited right, during the Term, to: (i) access and use the Service through a compatible web browser; and (ii) place the code provided by AOTA within the User website(s) indicated in the Order Form (the “Sites”) in order to cause the Service’s form upload tool (the “Upload Tool”) to appear on the Site(s) for purposes of enabling Site end users to upload forms to the Service, in each case subject to and according to this Agreement and all applicable documentation, solely for User’s internal use. Except to the extent otherwise set forth on the Order Form, User may only access and use the Service for User’s own internal business purposes and not for the benefit of any third party including any of User’s own clients, customers, users, or partners. For the avoidance of doubt, the Upload Tool is part of the Service. You may not make any changes to the Level II Fieldwork Performance Evaluation Tool.

2.2 General Restrictions and Limitations. Section 2.1 sets forth the entirety of User’s right to access and use the Service. User has no right to (a) enable any third party to access and use the Service; (b) modify or create any derivative work based upon the Service or AOTA Technology (as defined below); (c) engage in, permit or suffer to continue any unauthorized copying, reselling or distribution of the Service or AOTA Technology; (d) grant any sublicense or other rights to the Service or AOTA Technology; (e) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any AOTA Technology; (f) remove, obscure or alter any intellectual property rights notice related to the AOTA Technology; or (g) use the Service in violation of Formstack’s [Acceptable Use Policy](#). User may not use any automated means, including agents, robots, scripts, or spiders, to access or manage User’s Service account, other than any such means which are intentionally made available by AOTA. User will ensure that all access to and use of the Service by User, or otherwise through User’s facilities, equipment, identifiers or passwords, will be in accordance with the terms of this Agreement and will be made and used solely for proper and legal purposes, and will be conducted in a manner that does not violate any law, rule or regulation, or the rights of any third party.

You may not access or use the Service if You are Our direct competitor, except with Our prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

Additionally, You may not access or use the Service to: (1) promote or provide instructions or information about how to engage in illegal conduct, commit illegal activities or promote physical harm or injury; (2) spread, incite, promote or justify racial hatred, xenophobia, antisemitism or other forms of hatred based on intolerance, including but not limited to: intolerance expressed by aggressive nationalism and ethnocentrism, discrimination and hostility against minorities, migrants and people of immigrant origin or any other form deemed contrary to fundamental human rights and freedoms; or (3) involve any illegal activities or activities that are contrary to morality or public order.

If the Order Form specifies that User is receiving a free trial of the Service, then notwithstanding anything else to the contrary, User’s right to access and use the Platform is limited to User’s internal evaluation of the features and functionality of the Service.

2.3 End User Privacy. User acknowledges and agrees that any content uploaded by Site end users using the Upload Tool is subject to the [AOTA Privacy Policy](#) and [Formstack’s Privacy Policy](#).

2.4 End User Content. User acknowledges and agrees that AOTA may remove, or may request User to remove, any end user content from the Service: that AOTA reasonably believes to violate any third party intellectual property right, right of privacy or publicity, other third party right or any law, rule or regulation; or (ii) that AOTA reasonably believes may expose AOTA to any civil or criminal liability. User shall promptly comply with any such request by AOTA. User acknowledges and agrees that AOTA has no obligation to monitor the content provided by Site end users or stored within the Service by User,

and shall have no responsibility or liability with respect thereto.

AOTA IS A THIRD-PARTY INTERMEDIARY WHO SOLELY TRANSFERS CONTENT FROM THE END USER TO THE USER. AOTA IS NOT RESPONSIBLE FOR ANY COPYRIGHT INFRINGEMENT, PRIVACY OR MISAPPROPRIATION CLAIMS, OR ANY OTHER CIVIL LIABILITY RESULTING FROM THE USERS USE OF THE CONTENT.

2.5 Suspension. AOTA may suspend or terminate the Service (in whole or in part) at any time if AOTA reasonably determines that such action is warranted to: (i) prevent errors or any other harm with respect to the Service; the Sites or other websites or online services; (ii) respond to User's breach of this Agreement, or (iii) limit AOTA's liability.

2.6 License to AOTA. User hereby grants AOTA a worldwide, non-exclusive, royalty-free license during the Term to: (i) use, reproduce, store, and otherwise process all content uploaded by User to the Service for the purpose of providing the Service to the User and creating and publishing statistical and anonymous research reports based on content uploaded by User; (ii) to collect, use and disclose data relating to User's usage of the Service ("Usage Data") in order to provide and improve the Service; (iii) use Usage Data for AOTA's internal business purposes and metrics; (iv) disclose Usage Data generally where it is aggregated with similar data relating to other AOTA Users or partners and is not identified as relating to User; (v) process all content, Usage Data, and other information as reasonably required for AOTA to maintain with Formstack the account through which the Services are provided.

2.7 Reservation of Rights. Subject to the limited rights expressly granted hereunder, as between the User and AOTA, AOTA owns and reserves all right, title and interest in and to the Service, all software used by AOTA to make the Service available and any and all software, technology or materials created, developed, conceived, reduced to practice or provided by AOTA or its licensors (all of the foregoing, "AOTA Technology"), including without limitation all intellectual property rights related to any of the foregoing. No rights are granted to User hereunder other than as expressly set forth herein.

2.8 Intellectual Property. You represent that You own or otherwise have all necessary rights, licenses and consents with respect to all content that is received, posted, transmitted or stored by You, on Your behalf, or Your users in connection with the Service. You shall not upload, post or make available in connection with the Service any copyrighted, trademarked or other proprietary material without the express written permission of the owner of the copyright, trademark or other proprietary right. Additionally, in the event there is a dispute about copyright or proprietary right, the burden of determining that the material is not protected by copyright or other proprietary right rests with You. In the event damages result from an infringement, misappropriation or other violation of copyrights, proprietary rights, or any other harm resulting from submissions of content by You, Your users, or otherwise on Your behalf, You shall be solely liable for any damage resulting from such infringement.

2.9 Trademarks. The AOTA name and other AOTA graphics, logos, and service names, such as are trademarks of AOTA. AOTA's trademarks may not be used in connection with any product or service that is not AOTA's, in any manner that is likely to cause confusion among Users, or in any manner that disparages or discredits AOTA. There may be other trademarks, service marks, graphics and logos used in connection with Our Service and these may be the trademarks of other third parties. Your use of Our Service does not grant you a right or license to reproduce or otherwise use any AOTA or third party trademarks. Except as set out in these Terms, reproduction and storing of any third party content or User Content from Our Service is prohibited without written permission from the copyright holder of the content.

3. SUPPORT

3.1 Resources. Subject to the terms and conditions of this Agreement, AOTA shall provide commercially reasonable technical support to User regarding use of the Service and any errors within the Service during AOTA's normal business hours at no additional charge.

3.2 Support Procedures. User's support contacts may submit requests for technical support through e-mail or by phone. User's contacts will be asked to provide their company name and contact information. AOTA will use commercially reasonable efforts to respond to each case within forty eight (48) hours and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in AOTA's reasonable determination.

4. FEES AND PAYMENTS

4.1 Fees. User shall pay AOTA the fees set forth on the Order Form. Except as otherwise specified herein or in an Order Form (i) fees are based on services purchased and payable in advance, and (ii) payment obligations are non-cancelable, and fees paid are non-refundable.

4.2 Invoicing and Payment Terms. The Order Form sets forth whether User is paying via check or by credit card. If User is paying by credit card, AOTA will charge the credit card number provided by User for each fee specified on the Order Form as it becomes due and payable. If User is paying by check, AOTA will issue User invoices for each fee on the Order Form as it becomes due and payable. All such invoices are payable **immediately upon receipt** of the invoice. If User payment is delayed, AOTA has the right to suspend or terminate the Service.

User may elect to provide a purchase order or similar document to AOTA in connection with payments due hereunder. While User may use pre-printed purchase orders for the sake of convenience, no terms or conditions set forth on any purchase order or other document provided by User in connection with payments hereunder shall be of any force or effect.

4.3 Overdue Charges. If any charges are not received from User by the due date, then at AOTA's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the day such payment was due until the date paid, and/or (b) AOTA may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2.

4.4 Taxes. All fees are net of taxes. User will pay or reimburse all taxes, duties and assessments, if any due, based on or measured by amounts payable to AOTA in any transaction between User and AOTA under the Agreement (excluding taxes based on AOTA's income) together with any interest or penalties assessed thereon, or furnish AOTA with evidence acceptable to the taxing authority to sustain an exemption therefrom

5. TERM AND TERMINATION

5.1 Term. This Agreement shall continue until the end of the Term unless earlier terminated as set forth herein, thereafter, unless otherwise specified in the Service Order Form, this Agreement shall renew for successive periods of one year each unless either party gives the other party written notice of non-renewal at least thirty (30) days prior to the renewal date. Notwithstanding the aforementioned, the total term of the agreement, including successive renewal periods, shall not exceed a total of five (5) years. The Fees may automatically adjust for each renewal period in accordance with AOTA's then-standard pricing.

5.2 Termination by User. The Agreement may be terminated by User upon AOTA's bankruptcy, reorganization, or assignment for the benefit of creditors.

5.3 Termination by AOTA. AOTA may terminate this Agreement (i) if User defaults in the timely payment of any amounts due AOTA and fails to cure within ten (10) days of receipt of written notice; (ii) immediately if User fail upon written notice to remove any content pursuant to Section 2.4; (iii) in the event of a material breach by User of any other provision of the Agreement and User fails to cure such breach within thirty (30) days of written notice; or (iv) upon User's bankruptcy,

reorganization or assignment for the benefit of creditors.

5.4 Effect of Termination. Unless otherwise agreed upon by the parties, AOTA will have no obligation to provide the Service to User after the effective date of the termination; User will pay AOTA any amounts payable for User's use of the Service through the effective date of the termination. No refunds of prepaid fees shall be made to User in connection with any termination, except that if User terminates this Agreement under Section 5.1, AOTA will refund any pre-paid fees by User on a pro-rated basis based on the services provided as of the date of termination. Sections 2.2, 2.6, 2.7, 2.8, 2.9, 4 (with respect to accrued payment obligations), 5.4, 6.2, 9, 10 and 11 shall survive any expiration or termination of this Agreement.

6. DISCLAIMER OF WARRANTIES

6.1 Our Warranties. We represent and warrant that: (i) We have validly entered into this Agreement and have the legal power to do so; and (ii) to the best of Our knowledge, the software We use that underlies the Service does not infringe on any intellectual property rights of any third party.

6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND AOTA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND AOTA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. AOTA DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. AOTA MAKES NO WARRANTY REGARDING THE RESULTS OF USE OF THE SERVICE.

7. PUBLICITY/PRESS

Each Party shall be allowed to refer to the other as a User of or service provider to (as the case may be) on its website and in marketing materials, including but not limited to case studies, blog posts and webinars, provided that such reference shall not imply an affiliation, sponsorship, or endorsement of the other. Other than as provided in the foregoing sentence, neither Party shall issue any public announcement regarding the subject matter herein without the prior written approval of the other.

8. INDEMNIFICATION

8.1 Indemnity by AOTA. AOTA shall at its option either defend and/or settle any claim made by a third party against User or any of its directors, officers, employees or contractors alleging that the Service, as provided by AOTA, infringes a copyright or misappropriates a trade secret of a third party (a "Claim"); provided that User (a) promptly gives AOTA written notice of the Claim; (b) gives AOTA sole control of the defense and settlement of the Claim (provided that AOTA may not settle any Claim without User's prior written consent that would impose any restrictions on User's business activities, such consent not to be unreasonably withheld, delayed or conditioned); and (c) provides to AOTA all reasonable assistance, at AOTA's expense. If a Claim is sustained in a final judgment from which no further appeal is taken or possible, then AOTA will pay or otherwise satisfy any monetary award entered against User as part of such final judgment to the extent that such award is adjudged in such final judgment to arise from such infringement. If AOTA, in its sole discretion, believes a Claim or an adverse judgment in connection with a Claim is likely, then AOTA may, at its option, (x) obtain a license from the applicable third party claimant that allows User to continue the use of the Service, (y) modify the Service to be non-infringing, or (z) if neither (x) nor (y) is available to AOTA at a commercially reasonable terms, terminate this Agreement upon written notice to User. THE FOREGOING STATES AOTA'S ENTIRE LIABILITY AND USER'S EXCLUSIVE REMEDIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT.

AOTA will have no liability for any infringement claim that (i) is based on modification of the Service by or at the direction of User; (ii) results from User's failure to use an updated version of the Service made available to User; (iii) is based on the

combination or use of the Service with any third party software, program, device or materials; or (iv) results from User's use of the Service in a manner that is inconsistent with its intended use or is in breach of this Agreement.

8.2 Indemnity by User. User shall defend, indemnify and hold AOTA and its directors, officers, employees and contractors harmless from and against any and all claims, actions, demands, suits, damages, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) User's use of and access to the Service, including any content transmitted or received by User; (ii) User's violation of any term of the Agreement; (iii) User's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) User's violation of any applicable law, rule or regulation; and (v) the receipt, posting, transmission or storage of any content by or on behalf of User; provided, that AOTA: (a) promptly gives User written notice of the claim; (b) gives User sole control of the defense and settlement of the claim (provided that User may not settle any claim without AOTA's prior written consent that would impose any restrictions AOTA's business activities, such consent not to be unreasonably withheld, delayed or conditioned); and (c) provides to User all reasonable assistance, at User's expense.

9. CONFIDENTIALITY

9.1 "Confidential Information" means any and all information that is disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, which if disclosed in writing or tangible form is marked as "Confidential," or with some similar designation, or if disclosed orally or by inspection or observation, is identified as being proprietary and/or confidential at the time of disclosure and is confirmed as such in writing within fifteen (15) days of the disclosure. In the case of AOTA, Confidential Information includes the features and functionality of the Service, whether current or planned, as well as all AOTA's plans for future products and services. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) the receiving party rightfully obtains from a third party without restriction on use or disclosure.

9.2 Each party shall not use the other party's Confidential Information except as necessary to exercise its rights or perform its obligations under this Agreement, unless required by governing law. Each party shall not disclose the other party's Confidential Information to any thirdparty except to those of its employees, subcontractors, and advisers that need to know such Confidential Information for the purposes of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective of Confidential Information as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all Confidential Information of the other party in its possession or control, but in no event less than the efforts that party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrativeagency, or other governmental body, provided that the party required to make such a disclosure gives reasonable noticeto the other party to contest such order or requirement; or (ii) on an as-needed, confidential basis to its legal or financialadvisors. In addition, each party may disclose the terms and conditions of this Agreement: (a) as required under applicable securities regulations and (b) on a confidential basis to current or prospective investors or acquirers of such party.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AOTA OR ITS DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING

WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICE OR ANY OTHER ASPECT OF THIS AGREEMENT, REGARDLESS OF WHETHER AOTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES WILL AOTA BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AOTA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (I) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ACCESS TO AND USE OF THE SERVICE, INCLUDING ANY USE BY END USERS OF THE UPLOAD TOOL; (II) ANY ERRORS OR OMISSIONS IN, OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF, ANY MATERIALS POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; (III) DAMAGE CAUSED BY THE POSTING, TRANSMISSION OR STORAGE OF YOUR DATA, OR (IV) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY END USER OR THIRD PARTY. IN NO EVENT SHALL AOTA, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR LICENSORS BE LIABLE TO USER FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AGGREGATE AMOUNT PAID OR PAYABLE TO AOTA HEREUNDER DURING THE 6 MONTHS PRECEDING THE DATE THE CLAIM FIRST AROSE.

THIS LIMITATIONS OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS.

11. MISCELLANEOUS

11.1 Relationship of the Parties. The parties are independent contractors with respect to each other. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the parties hereto, or an employee-employer relationship.

11.2 Assignment. User may not assign its rights or delegate its obligations under this Agreement, whether by operation of law, merger or otherwise, without the prior written consent of AOTA, which such consent shall not be unreasonably withheld. AOTA may assign this Agreement in connection with any merger or acquisition of all or substantially all of AOTA's capital stock or assets.

11.3 Waiver. The failure or delay of either party to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this Agreement or to exercise any right, power or privilege under this Agreement, shall not operate or be construed as a relinquishing of future performance under this Agreement or as a waiver of any of the same or similar rights, powers or privileges in the future, and the obligation of the other party with respect to such future rights or performance shall continue in full force and effect as if such failure or delay never occurred.

11.4 Notices. All notices and correspondence under this Agreement shall be in writing and shall be delivered by personal service, express courier, or certified mail, return receipt requested, to the addresses first set forth in the Order Form, or at such different address as may be designated by such party by written notice to the other party from time to time. All notices shall be deemed received and effective upon receipt if delivered personally or sent by express courier, and seven (7) days after mailing if sent by certified mail. Notices for failure to make payment hereunder may be sent by email.

11.5 Severability. If any provision of this Agreement is determined by a court to be, or becomes, invalid, unenforceable or illegal, such provision shall be (a) modified to be made valid, enforceable and legal in such a manner as to best effectuate the manifest intent of the parties on the date hereof, or (b) deemed eliminated where such modification is not practicable; and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such modification or deletion.

11.6 Construction. Paragraph headings used in this Agreement are for reference purposes only and shall not be interpreted to limit or affect in any way the meaning of the language contained in such paragraphs. No provision of this Agreement will be construed against either party as the drafter thereof. In the event of any conflict between any provision of this TOS and any provision of the Order Form, this TOS shall control except to the extent that such conflicting provision specifically references the section or subsection of this TOS that is being superseded.

11.7 Venue, Governing Law. This Agreement is and all transactions hereunder shall be governed by and construed in accordance with the substantive law (but not the conflict of laws rules) of the State of California. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Orange County, California, over any action, suit or proceeding arising hereunder.

11.8 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (other than performance of payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, internet or telecommunications failures, shortages of or inability to obtain labor, energy, or supplies, war, terrorism, riot, acts of God or governmental action, pandemics, acts by hackers or other malicious third parties and problems with the Internet generally, and such performance shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing.


11.9 Accessibility of Information Technology. AOTA 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. AOTA agrees to promptly respond to and 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.

11.10 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, User reserves the right to conduct business electronically, unless otherwise communicated by User to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

11.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous oral and written proposals, negotiations, representations, commitments, and other communications between the parties.

AGREED TO AND SIGNED BY THE PARTIES.

American Occupational Therapy Association

Signature: 

Name: Junhua Liu

Title: VP of Technology

Date: 7/21/2021

Santa Ana College
Occupational Therapy Assistant/Occupational Studies
Program

Signature: _____

Name: Iris I. Ingram

Title: Vice Chancellor of Business Services

Date: _____

Formstack Privacy Policy

This Privacy Policy describes our privacy practices at Formstack.

Websites

This Formstack Privacy Policy applies to **Formstack.com**, and also applies to other websites that Formstack operates that redirect to this Policy.

Scope

Formstack, LLC and its affiliates/covered entities (collectively, “Formstack,” “we”, “us”, or “our”) have created this Privacy Policy to describe how we collect, use, and disclose information. This Privacy Policy applies to Formstack’s online workplace productivity tools and platform (collectively, the “Services”), Formstack.com and other Formstack websites (collectively, the “Websites”), and certain interactions (e.g. attending or registering for one of our events), unless covered by a separate privacy notice.

Formstack LLC affiliates/covered entities include InsureSign, WebMerge LLC, and Bedrock Data. Inc.

Formstack is a limited liability company with headquarters at 11671 Lantern Road, Ste. 300, Fishers, IN 46038.

Integration and Links to Other Websites

Our website and our products may contain links and provide integrations to other sites and products of other organizations. We offer these links and integrations as a convenience to you; we do not operate, control, or endorse these websites or products. It is your choice whether to utilize these links and integrations or not. These external websites and products are subject to their own privacy policies.

1. What kind of personal data does Formstack collect and how is it used?

Formstack collects personal data in three ways: Direct Collection, Third-Party Collection, and Passive Collection.

Direct Collection and Use

We collect your personal information directly from you when you register to use Formstack's products and services, when you sign up for a free trial of our products and services, when you contact us via our website contact form, when you submit an online support ticket, when you sent us email or mail, when you sign-up online for our newsletter, or when you apply for a job. We may collect the following personal information from you:

- Contact data, such as name, email, phone number
- Business data, such as company name, business type, department, title, business email, business phone number, products that you use
- Payment data, such as invoice information or credit card payment information.

The personal information that we collect from you is used to:

- Provide you with products and services, and obtain payment
- Log you into your account
- Respond to your requests and questions
- Communicate upcoming Formstack events of interest, including co-branded events, or updates to our products and services
- Improve our products and services, and innovate new products and services
- Detect, prevent, and resolve security and technical issues
- Fulfill the obligations outlined in the Services Agreement.
- Provide Formstack with marketing analytics and insights

- Contact you regarding a job application

Formstack allows you to log in to our website services using sign-in services, such as Facebook Connect or Google single sign-on. These services authenticate your identity and provide you with the option of sharing certain personal information, such as name and email address, to pre-populate our sign-in form.

Third-Party Collection and Use

We may collect personal information about you from publicly available databases, business partners, or other third-parties. This information may include:

- Contact data, such as name, email, phone number
- Demographic data, such as age, gender, interests
- Business data, such as company name, business type, department, title, business email, business phone number, products that you use

This information is used to:

- Identify new customers
- Provide Formstack with marketing analytics and insights
- Improve our products and services, and innovate new products and services
- Provide you information on our products and services that may be of interest to you
- Provide us information on the usability of our website
- Combine supplemental data with information we already have about you.

If you would like to know if we have your personal data via third-party collection, please contact us at Privacy@Formstack.com.

Passive Collection and Use

Like most companies, we collect limited personal information from visitors to our website and users of our products and services. This information may include:

- IP Address
- Browser Type
- Internet Service Provider Address
- Referring pages
- HTML pages, graphics, or other files viewed on our site
- Operating systems
- Date/time stamp
- Clickstream data

We may use cookies, web beacons and other means to do so. Please see our Cookie Policy for further information.

2. Does Formstack share my Personal Information?

We will not sell, rent, or share your Personal Information with third parties outside of our company without your consent. We will also not share your information with third parties for a purpose that is materially different from original purposes without your consent.

Formstack may, however, share or disclose Personal Information under certain circumstances:

- We will share information with third parties who perform services on our behalf. For example, we share information with vendors who help us provide you with the Formstack products and services that you request.
- We will share information with entities affiliated by Formstack.

- We may share information if we are required by law or if we think we have to in order to protect ourselves. For example, we will share information to respond to a court order or subpoena, to meet national security requirements, or if we are investigating potential fraud.
- We may share information with any successor to all or part of our business. This may occur in the acquisition, in whole or in part, of Formstack, or in a sale of some or all of Formstack's assets, a merger, a bankruptcy, or other transition of the business.
- We will share information if you ask that we share your Personal Information with a third party.

3. How secure is my Personal Information?

Formstack takes reasonable precautions to protect Personal Information in its possession from loss, misuse, unauthorized access, disclosure, alteration, or destruction.

4. Will Formstack use my Personal Information to communicate with me?

Formstack may send you information, such as announcements about new products and service, promotional materials, survey inquiries, newsletters, and other marketing materials. As a user of our products and services, Formstack may also send you information about your account or our services, such as an email when you register for a trial account or new account, an email to confirm account changes, updates on our website, and our products and services. We consider these communications to be part of your Formstack account. You may discontinue receiving this marketing information by using the "Unsubscribe" link found in the email communication, or by contacting us at Privacy@Formstack.com. Please note that your choice to unsubscribe to account or service information may affect our ability to provide you with our products or services.

5. Does Formstack collect personal data from children?

Our websites and mobile applications are not created for children. We do not knowingly collect Personal Information from children under the age of 16. Formstack does not target our website, our products or services towards children under the age of 16. If you are a parent or legal guardian and think your child under 13 has given us information, you can email us at Privacy@Formstack.com. You can also write us to the address listed below.

6. Do I have a choice in providing my personal information to your company?

When interacting with our company, you choose what personal information and how much information you provide to us. Your choice may affect our ability to provide you with our products or services. If you would like to know if we have your Personal Information via third-party collection, please email us at Privacy@Formstack.com.

You can register or change your preferences to receive or not receive marketing communications from us by emailing us at Privacy@Formstack.com or writing to us.

Corporate headquarters
Formstack
11671 Lantern Road, Ste. 300
Fishers, IN 46038

7. Can I access my personal data collected by Formstack?

You have the right under Privacy Shield and other data protection laws to access, correct, or delete your personal data. For personal data that we have collected about you, you may contact us at Privacy@Formstack.com to exercise these rights.

We respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

8. Does Formstack comply with EU – U.S. Privacy Shield and the Swiss – US Privacy Shield?

Formstack complies with the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and the United Kingdom and Switzerland to the United States, respectively. Formstack has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms of this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>.

With respect to personal data transferred pursuant to the Privacy Shield Framework, Formstack is subject to regulatory enforcement powers of the US Federal Trade Commission.

Formstack has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to an independent dispute resolution mechanism, JAMS International. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://www.jamsadr.com/eu-us-privacy-shield> for more information and to file a complaint. In certain circumstances, more fully described on the Privacy Shield Website, you have a right to invoke binding arbitration before the Privacy Shield Panel as a last resort in resolving your issues.

For Formstack entities in Canada, compliance with Privacy Shield is not required as Canada has been deemed to have an adequate level of data protection by the European Commission.

Formstack will continue its compliance with Privacy Shield

Onward Transfer

Formstack complies with the Privacy Shield Principles for onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

9. Will Formstack sign Standard Contractual Clauses (SCC) for data transfer?

Formstack will sign SCCs with customers. Please contact us at Privacy@Formstack.com to receive our electronic version for review and signature.

10. What are Formstack's policies on transferring EU employee data to the US?

Formstack does not have employees or offices in the EU or Switzerland.

11. What about my personal data that was provided to Formstack by its users?

For information submitted through Formstack's online products by our users, we do not own this data. Those individuals and businesses, using our product and services, are the owners (controllers) of the information that was provided to Formstack.

12. Since Formstack is not established in the EU, has Formstack designated an EU Representative as required by Article 27 of the GDPR?

Formstack has appointed the DPR Group as our EU representative as required by Article 27 of the GDPR. Please contact **DPR Group** or send an email to formstack@dpr.eu.com to exercise your data subject rights.

Changes to the Privacy Policy

To the extent allowed by applicable law, Formstack reserves the right to change this Privacy Policy at any time without prior notice. Formstack will notify you of material changes by posting the changed or modified Privacy Policy on our Websites. You are responsible for reviewing this Privacy Policy each time you use or access our Websites. Any changes will be effective immediately upon the posting of the revised Privacy Policy unless otherwise specified. Your continued use after the effective date will constitute your consent to those changes.

Formstack will provide notice and obtain your consent (opt-in or opt-out) if required.

Formstack Data Security Policy

PCI Compliance

Formstack Forms is PCI compliant as both a merchant and a service provider. To become PCI compliant, a third party auditor tested us on the following controls:

- Firewall Configuration
- No Vendor Supplied Password Defaults in Use
- Stored Data Protection
- Encryption in Transit
- Anti-Virus Use
- Secure Systems and Applications
- Access Restriction
- Unique Passwords for Users
- Physical Access Restrictions
- Access Tracking and Monitoring (Logging)
- Test Security Systems
- Security Policy

[Learn More](#)



HIPAA Compliance

For our Formstack Forms HIPAA plan customers, we are committed to continued compliance with HIPAA.

[Learn More](#)

Global Privacy Compliance

To comply with privacy practices globally, Formstack is committed to continued Forms compliance with GDPR, PIPEDA, and other privacy regulations and laws.

[Learn More](#)

Security and Privacy

Secure Hosting

AWS Hosting. Formstack uses AWS in the United States as our external security hosting provider. AWS meets System and Organization (SOC) standards verified by independent third-party examination reports demonstrating how the provider achieves key compliance controls and objectives. Please see the following website for further details on AWS compliance: <https://aws.amazon.com/compliance/programs/>.

Your Data is Your Data.

Data ownership. Your organization owns the submission data and file upload data. In EU Data Protection Law speak, your organization is the Controller. Formstack will only access your data at your request. To protect your data from unauthorized access, we have logs with alerts set to notify us of suspicious activity.

Your organization may download your information or delete your information for our application at any time.

Authenticate Your Way

Passwords. Formstack Forms provides customers with the ability to create strong passwords that:

- Lockout the users after ten (10) failed attempts to log in
- Require a minimum of seven (7) characters
- Contain letters, numbers, or symbols

-
- Must be changed periodically
 - Cannot be the last four (4) passwords used.

Timeout Settings. Customers may set a timeout for users after a fixed period of inactivity (15 minutes, 30 minutes, 1 hour, 4 hours.) For Forms HIPAA plan customers, the timeout is set at 15 minutes.

Password Strength. Formstack Forms provides its customers with a password meter to guide users in the creation of strong passwords.

Multi-Factor Authentication. Formstack Forms provides the customer with the option to enable multi-factor authentication.

Industry Standard Encryption

Data at rest. All submission data is disk encrypted under AES-256.

Data in Transit. Data in transit is protected by TLS ≥ 1.2 to provide end-to-end communication security.

HIPAA File Uploads. Personal health information uploaded to our S3 file servers is AES-256 encrypted with an AWS managed encryption key for server-side encryption.

Encryption Your Way

Client Form Encryption. Clients may encrypt their forms using a passphrase. This passphrase is only known to the customer and encrypts the data under a 1024 bit AES public key.

Data Backup and Replication

Data Backup. Formstack Forms is not to be used for data backup. For our purposes, we back up and replicate data as follows:

- Nightly snapshots are taken of our application database cluster. These daily backups are stored for 14 days.
- All data stored on our AWS S3 is replicated consistent from US-East Region to US-West Region with versioning enabled on all buckets replicated to another region.

Data backups are also encrypted using AES-256. If the customer uses form encryption, the backup data will be encrypted with 1024 bit AES public key. If the data is replicated between regions, the data will be encrypted by AWS in addition to the file encryption and/or the client form encryption.

Security Monitoring

Logging. Our application will be configured for appropriate logging of activities to enable detection of security incidents. These incidents will be reviewed, and identified anomalies will be investigated for a possible compromise.

All logs activities are sent to a centralized logging infrastructure for audit purpose.

Security Testing

Internal Vulnerability Scans. Formstack runs internal vulnerability scans quarterly.

External Vulnerability Scans. Formstack has a PCI Approved Scanning Vendor (ASV) run external vulnerability scans quarterly.

Penetration Testing. Penetration testing for our Forms application, network, and segmentation are run on a bi-annual basis by a third-party security vendor.

No External Testing. Since we have continuous scans and tests run by third-party vendors, Formstack does not allow external testing of our environment, including performance testing.

Business Continuity/Disaster Recovery

Response Plan. Formstack has a business continuity and disaster recovery plan that allows customers to continue to run our Forms application in the unlikely event of an outage at AWS-US East.

Training

Annual Training. Our employees and contractors are provided with privacy and awareness training yearly and must pass a quiz each year.

Developer Training. Developers train annually on secure coding guidelines, avoiding common coding vulnerabilities, and understanding how sensitive data is handled.

Incident Response and Data Breach Response

Response Plan. Formstack has documented Incident Response and Data Breach Response Plans, which outline the processes to respond to security events and incidents, and breaches of personal or protected data.

Formstack's goal is to notify customers of an actual security incident within 24 hours after becoming aware of it.

Risk Management

Internal Risk. Our organization addresses cybersecurity risks in our risk management processes to identify critical assets, threats, and vulnerabilities.

Third-Party Risk. Formstack performs risk-based due diligence on new and existing vendors to determine if the vendor is using appropriate technical controls and organization measures to protect data.

Privacy

Privacy Policy. Formstack respects the privacy of our customers and the need for appropriate safeguards and protection of the personal information that our customers, employees, and contractors provide, including the data submitted using our products and services. Our Privacy Policy, which applies to the information that Formstack processes (Customers, Website Visitors, Trial Users, Job Applicants) may be found at <https://www.formstack.com/privacy>.

EU/Swiss Data Transfer. Formstack participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework, and has been added to the official list of certified companies by the U.S. Department of Commerce (<https://www.privacyshield.gov/participant?id=a2zt000000TVUtAAO&status=Active>).

Formstack Acceptable Use Policy

General Information. This Acceptable Use Policy ("AUP") governs the usage of products and services of Formstack or of any third party which are subscribed to or obtained through Formstack (the "Services"). This AUP is incorporated by reference into each contract Formstack or any such third party enters into with you for the use of such Services. Formstack may modify this AUP at any time without notice. **Site Security and Updates.** Formstack uses industry standard means of security in connection with the Services. Notwithstanding the foregoing, it is exclusively your obligation to

maintain and control passwords to your web site(s), and you exclusively are responsible for all activities that occur in connection with your user name, password, and registered domain name(s), as well as any and all scripts or programs added to the account by you or authorized users. You agree to immediately notify Formstack of any unauthorized uses of the Services or any other breaches of security. Prohibited Uses. The uses of Formstack Services set forth in this section herein below are prohibited. Engaging in any prohibited use as set forth herein by you or by any affiliate (as determined in the sole discretion of Formstack) constitutes a material breach of these terms and will subject your account to immediate termination without notice and without any refund. Sensitive Information. You may not use the Services to collect sensitive information from other users, including but not limited to credit card information and social security numbers, without enabling all the security features in the Formstack application that allow you to do so (SSL, PGP and data encryption). See the security FAQ for more details on enabling those features in order to securely collect information from other users. Spamming. Spamming is prohibited. The term "Spamming" includes, but is not limited to, the sending of unsolicited bulk and/or commercial messages over the Internet, maintaining an open SMTP policy, or sending to any mailing list that is not double opt in. Formstack requires that all email messages contain an automated opt out. We do not allow purchased lists. You are required to follow all rules in the Can Spam Act (additional information at: <http://business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business>). Formstack reserves the right to determine, in its sole and absolute discretion, whether e-mail recipients were part of an opt-in email list. Online Pharmacies. You may not utilize the Services to engage in the illegal distribution of prescription medications, including, but not limited to, promotion, marketing, or sale of prescription medications without a valid prescription. Prohibited Offerings. You may not utilize the Services to provide, sell or offer to sell the following: controlled substances; illegal drugs and drug contraband; weapons; pirated materials; instructions on making, assembling or obtaining illegal goods or weapons to attack others; information used to violate the copyright(s) of, violate the trademark(s) of or to destroy others' intellectual property or information; information used to illegally harm any people or animals; pornography, nudity, sexual products, programs or services; escort services or other content deemed adult related. Profanity. Profanity or profane subject matter in the site content and in the domain name are prohibited. Private Information and Images. You may not post or disclose any personal or private information about or images of children or any third party without the consent of said party (or a parent's consent in the case of a minor). Violations of Intellectual Property Rights. Any violation of any person's or entity's intellectual property rights, rights of privacy, rights of publicity or other personal rights is prohibited. Formstack is required by law to remove or block access to content appearing on or through the Services upon receipt of proper notice of copyright infringement. Misrepresentation of Transmission Information. Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited. Viruses and Other Destructive Activities. Use of the Services for creating or sending Internet viruses, worms or trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for you to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet. Hacking. "Hacking" and related activities are prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking. Anonymous Proxies. Formstack does not allow the use of anonymous proxy scripts on its servers. They can be very abusive to the server resources, affecting all users on that server. Export Control Violations. The exportation of encryption software outside of the United States and/or violations of United States law relating to the exportation of software is prohibited. Subscriber may not export or transfer, directly or indirectly, any regulated product or information to anyone outside the United States without complying with all applicable statutes, codes, ordinances, regulations, and rules imposed by U.S. federal, state or local law, or by any other applicable law. Child Pornography. The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. Formstack is required by law to, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services. Other Illegal

Activities. The use of the Services to engage in any activity that is determined by Formstack, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, failure to comply with applicable on-line privacy laws or any executive orders, as well as any rules, regulations or orders issued by the Office of Foreign Asset Controls ("OFAC"). Formstack will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services. Obscene, Defamatory, Abusive or Threatening Language. Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited. Backup Storage. USING AN ACCOUNT AS AN ONLINE STORAGE SPACE FOR ARCHIVING ELECTRONIC FILES IS PROHIBITED AND WILL RESULT IN TERMINATION OF HOSTING SERVICES WITHOUT PRIOR NOTICE. Other Prohibited Activities. Engaging in any activity that, in Formstack's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, Formstack's business, operations, reputation, goodwill, or the ability of Formstack's subscribers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate these terms. In addition, our failure to cooperate with Formstack in correcting or preventing violations of these terms by, or that result from the activity of, a subscriber, patron, customer, invitee, visitor, or guest of you constitutes a violation of these terms by you. HIPAA Disclaimer. We offer an enterprise-level HIPAA solution designed to help ensure HIPAA compliance ("HIPAA Account") for customers who are subject to the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively "HIPAA"). All other Formstack Services ("Non-HIPAA Accounts") are not designed to support the security requirements of HIPAA. You are solely responsible for selecting the appropriate type of account based on your particular data privacy and security compliance obligations. You are also solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. It is your responsibility to assess whether your usage of the Services is appropriate for the storage or control of, or access to, sensitive data, such as information about children, personally identifiable information, or medical or health information. Formstack does not control or monitor the information or data you store on, or transmit through, our Services. While our HIPAA Accounts are designed to support HIPAA security requirements, we specifically disclaim any representation or warranty that the Services, as offered, comply with HIPAA. Customers requiring secure storage of "protected health information" under HIPAA ("PHI") are expressly prohibited from using Non-HIPAA Accounts for such purposes. Storing and permitting access to PHI in a Non-HIPAA Account is a material violation of this AUP, and grounds for immediate account termination. If you would like to learn more about our HIPAA Accounts, please contact us or visit our HIPAA compliance page here. PCI Disclaimer. We are PCI compliant. Using our system does not relieve the customer from fulfilling its own requirements under PCI DSS.

6116 Executive Boulevard, Suite 200 - North Bethesda, MD 20852-4929
 Phone: 301-652-2682, Fax: 770-238-0414

Bill/Ship To:

000001000619
 Santa Ana College
 1530 West 17th Street
 Santa Ana, CA 92706-3398

Order Number: 1009297429

Order Date: May 11, 2021

P.O. Number: padilla_jessica@sac.edu

Status: Proforma Qty: 1

FWPE - Fieldwork Performance Evaluation Tool 01-Sep-2021 to 31-Aug-2022

\$ 850.00

To make a payment by credit card:

- Go to <https://myaota.aota.org/OrderPayment.aspx>
- Enter your customer number: 000001000619
- Follow the instructions to make your payment

Order Total:	\$ 850.00
Tax Amount:	\$ 0.00
Shipping:	\$ 0.00
Paid To Date:	\$ 0.00
Coupons Used:	\$ 0.00
Other Adjustments:	\$ 0.00
Refunds:	\$ 0.00
Future Scheduled Payments:	\$ 0.00

Current Total Due: \$ 850.00

To pay by check:

- Return a copy of this order/invoice with your payment
- Customer number: 000001000619
- Order/Invoice number: 1009297429
- Write down your check number _____
- Send Payments to:
 American Occupational Therapy Association
 PO Box 347190
 Pittsburgh, PA 15251-4190

To make a payment by phone:

- Call 1-800-729-2682 Option 0
- Advise the customer service representative that you would like to make a payment on account #: 000001000619 and order/invoice number: 1009297429 3.5 (21)

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

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Educational Affiliation Agreement with Port View Preparatory	
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 new Educational Affiliation Agreement with Port View Preparatory (“Agreement”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Port View Preparatory, located in Tustin, California, as presented.

Fiscal Impact:	None	Board Date: September 13, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Port View Preparatory (“Clinical Facility”), located at 1361 Valencia Avenue, Tustin, CA 92780.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

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

B. For Program Planning

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

care responsibilities and/or District interests.

2. District has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected Clinical Facility personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

C. For Occupational Therapy Assistant Program Students

1. District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Clinical Facility for clinical instruction meet both District and Clinical Facility standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

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

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. Insurance:

1. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
 - b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,

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

C. Indemnification

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

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall

not be considered to be Clinical Facility employees nor shall they replace Clinical Facility staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Clinical Facility will provide regular staffing for patient care in areas where students are obtaining clinical experience.

- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable Clinical Facility regulations and must conform to the same standards as are for Clinical Facility employees in matters relating to the welfare of patients and general Clinical Facility operations.

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

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

PART VII **OTHER TERMS**

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

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

To Clinical Facility:

Port View Preparatory
Attn: Edward Miguel, Ed.D. and Melaura Erickson-Tomaino, Ph.D., Co-Founders and Principals
1361 Valencia Avenue
Tustin, CA 92780

To District:

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

With a copy to:

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

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

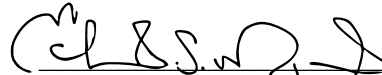
EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

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

District:
Rancho Santiago Community College
District

Clinical Facility:
Port View Preparatory


Iris I. Ingram
Vice Chancellor of Business
Services



Edward Miguel, Ed.D.
Co-Founder and Principal

Date

July 28, 2021
Date



Melaura Erickson-Tomaino, Ph.D.
Co-Founder and Principal

07.29.21
Date

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

To: Board of Trustees	Date: September 13, 2021
Re: Approval of Educational Affiliation Agreement with Sparkle Where Our Voices Shine Inc.	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Sparkle Where Our Voices Shine Inc., located in Victorville, California, as presented.

Fiscal Impact: None	Board Date: September 13, 2021
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Sparkle Where Our Voices Shine Inc. (“Agency”), located at 17330 Bear Valley Road, Suite 106, Victorville, CA.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

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

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

A. For the Program in General

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

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Confidentiality of Patient Records

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

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

C. Indemnification

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

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

D. Insurance:

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

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

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

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

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

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

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

PART VI. OTHER TERMS AND CONDITIONS

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

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


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

If to Agency:
Sparkle Where Our Voices Shine Inc.
Attn: Diana Saldana
17330 Bear Valley Road, Suite 106,
Victorville, CA 92395

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

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

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

Agency:	Sparkle Where Our Voices Shine Inc.	District:	Rancho Santiago Community College District
Signature:	 <u>Diana Saldana-Gomez (Aug 17, 2021 09:36 PDT)</u>	Signature:	_____
Name:	<u>Diana Saldana-Gomez</u>	Name:	Iris I. Ingram
Title:	<u>Human Resources Manager</u> <u>Human Resources Manager</u>	Title:	Vice Chancellor of Business Services
Date:	<u>Aug 17, 2021</u>	Date:	_____

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

To:	Board of Trustees	Date:	September 13, 2021
Re:	Approval of Standard Clinical Affiliation Agreement between Rancho Santiago Community College District and College Hospital Partial Hospitalization Program		
Action:	Request for Approval		

BACKGROUND

Students in the Health Sciences programs 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 between Rancho Santiago Community College District and College Hospital Partial Hospitalization Program (“Agreement”) will yield appropriate clinical rotation activities for the Health Science programs.

ANALYSIS

The Agreement covers the scope of the program’s operations of the facility, as well as other issues relating to the responsibilities for both parties. It 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 between Rancho Santiago Community College District and College Hospital Partial Hospitalization Program, located in Santa Ana, California, as presented.

Fiscal Impact:	None	Board Date:	September 13, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Associate Dean, Health Sciences/Nursing		
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 College Hospital Partial Hospitalization Program (“Clinical Facility”), located at 1634 19th Street, Suite C, Santa Ana, California, 92705.

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

WHEREAS, College is a duly accredited educational institution that conducts Nursing/Health Sciences 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 proved 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). All students will arrive at their rotation on their first day, fully Covid-19 vaccinated and presenting proof of Covid-19 vaccination upon arrival.
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:
Chief Operating Officer
College Hospital Partial
Hospitalization Program
1634 19th Street, Suite
C, Santa Ana, CA
92705

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
of Business 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: _____

Title: _____

Date: _____

Rancho Santiago Community College District

By: _____

Typed Name: Iris I. Ingram

Title: Vice Chancellor of Business Services

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Administrative Services

To: Board of Trustees	Date: September 13, 2021
Re: Approval of Amended Exhibits A and B of the Nuventive Master Software and Professional Services Agreement with Nuventive, LLC	
Action: Request for Approval	

BACKGROUND

The District entered into a Nuventive Master Software and [Professional Services Agreement](#) with Nuventive, LLC (“Agreement”) on October 15, 2019. The software program supports Santa Ana College’s academic and administrative outcomes assessment, program review, strategic planning and accreditation compliance by providing a web-based interface that engages faculty and staff in the College’s planning and assessment processes. The Agreement includes an add-on interface, Nuventive Connect, which links the software to the College’s Canvas learning management system. Customization services are also included to integrate fiscal resource requests into the planning and assessment processes.

ANALYSIS

Nuventive has created a new software platform, Essential Edition, that will more effectively integrate fiscal resource requests into the College’s planning and assessment processes, aligning them to goals, objectives, and outcomes. Nuventive is providing the new platform at no additional cost to the current Agreement. Exhibits A and B of the Agreement have been amended to reflect the change in platforms. Other terms and conditions of the Master Software and Professional Services Agreement remain unchanged.

RECOMMENDATION

It is recommended that the Board of Trustees approve Amended Exhibits A and B of the Nuventive Master Software and Professional Services Agreement with Nuventive, LLC, located in Pittsburg, Pennsylvania, as presented.

Fiscal Impact: None	Board Date: September 13, 2021
Prepared by: Bart Hoffman, Ed.D., Vice President, Administrative Services	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



Exhibit A

This Exhibit A, effective as of _____, 2021 (the "Effective Date"), supersedes and replaces Exhibits A to that certain Nuventive Master Software and Professional Services Contract between Nuventive, LLC ("Nuventive") and Santa Ana College dated October 15th, 2019 (the "Contract"). This Exhibit A shall be governed under the same terms and conditions as the Nuventive Master Software and Professional Services agreement dated October 15th, 2019.

Nuventive Software: Nuventive Improvement Platform Essential Edition
Licensee: Santa Ana College
Designated Contact: Dr. Bart Hoffman, Vice President of Administrative Services

Contract Term: Through October 14th, 2022
License Type: Subscription Service License for Software Component
Subscription/Software: Nuventive Improvement Platform Essential Edition
Included with the core Software:

Nuventive Improve Analytics for the Nuventive Improvement Platform Essential Edition – see: [Improve Analytics Document](#)
Nuventive Connect – LMS – see: [Connect LMS Document](#)
Managed Services will provide ongoing Software Configuration & Support Services for Nuventive Improvement Platform Essential Edition – see: [Managed Services Document](#)

The rights to upgrade to Nuventive Improvement Platform-Essential Edition effective upon effective date of this agreement is offered at no additional cost to the college.

Payment terms are to remain unchanged (\$43,008.00 per year).

Current Terms:

Annual Subscription Fees:
Nuventive Improve: \$30,368
Nuventive Connect-LMS: \$ 5,040

Total Annual Subscription Fees: \$35,408

Managed Services Annual Fee: \$ 7,600

Total Annual Payment: \$43,008

New Terms will include all of the above as well as the new Improve and Improve Analytics for no additional charge.

**Next Annual payment will be due
10/15/2021: \$43,008.00**

Special Terms:

Licensee’s prior licenses granted under the Master Software and Professional Services Agreement (MSPSA), which includes Nuventive Improve (formerly TracDat) and Nuventive Connect-LMS, shall continue in full force until such time when Nuventive has migrated Licensee to the Nuventive Improvement Platform-Essential Edition as noted in this Exhibit A, and Licensee is no longer using the prior licensed software or Licensee otherwise acknowledges and accepts the migration is complete. Licensee can provide such acknowledgment and acceptance



via email to the Managed Services or Success Team members assigned to Licensee’s account. At such time, the substitution of the Nuventive Improvement Platform Essential Edition for the prior licenses shall be effective, subject to all terms and conditions under the MSPSA (except as modified and updated by this Exhibit A), and the licenses granted for the Nuventive Improvement Platform-Essential Edition shall continue until the termination date noted in this Exhibit A.

For the express purpose of migrating Licensee from the initially subscribed software to the licenses granted for the Nuventive Improvement Platform-Essential Edition under this Exhibit A, Licensee shall not incur any Professional Services fees. In the event that Licensee desires any other Professional Services from Nuventive related to the Nuventive Software, Nuventive and Licensee shall separately agree to the provision of such additional Professional Services and the pricing thereof and document such agreement in a separate statement of work or addendum to the MSPSA.

SUPPORT AND MAINTENANCE

Support. NUVENTIVE, at its sole option, at any time, may modify the Application, issue new versions of the Application, or establish rules relating to use of the Application, or after the end of Term or any renewal thereof cancel or discontinue the Application. Upon activation of Licensee’s subscription, NUVENTIVE shall provide to Licensee Support Services for the NUVENTIVE Software. NUVENTIVE will provide on-going Support Services to Licensee’s Designated Users until the earlier of (i) the termination or expiration of this Agreement or (ii) such time as Licensee notifies NUVENTIVE that it is no longer authorizing users to use the Application. Support services shall include: (i) diagnosis and response to Material Defects via telephone or email; and (ii) providing telephone and email support and providing qualified personnel to aid in the diagnosis and response to Material Defects. NUVENTIVE shall provide telephone consultation within two (2) business days of NUVENTIVE’s receipt of a telephone request from a Designated Contact for Support Services during Nuventive Business Hours (Monday-Friday, 9 a.m.-6 p.m. Eastern Time). For calls received after Nuventive Business Hours, NUVENTIVE shall provide a means whereby requests for consultation can be recorded outside of Nuventive Business Hours. Training on how to use the Application, if offered by NUVENTIVE to Licensee pursuant to Exhibit A, will be provided to Licensee at the rates set forth on Exhibit B.

How to Reach Us

Worldwide Web: <https://www.nuventive.com>
Email: support@nuventive.com
Technical Support: 877-427-4768
Fax: 412-847-0285

Specifications and Requirements: Nuventive Improvement Platform Essential Edition

Nuventive Platform™ Requirements: The Nuventive Platform is 100% cloud-based SaaS (Software as a Service), running completely in Microsoft Azure. No local server, or end user installation required. Licensee shall be responsible for procuring, at its expense, the necessary Microsoft Azure AD account subscription and can work with Nuventive Support to configure the authentication process of users from Azure Active Directory, or an Identity Provider (IDP) that supports SAML2. Clients may use a Microsoft Windows based operating system or Apple OSX. Clients must be running Google Chrome, Microsoft Edge, Mozilla Firefox, or Safari. Nuventive generally works to be compatible with new versions of these browsers following their release but in advance cannot make any guaranties regarding timing or specific versions.

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

Nuventive, LLC

Santa Ana College:

By: _____

By (Sign): _____



Name: _____

Title: _____

Date: _____

Name (Print): Iris I. Ingram

Title: Vice Chancellor of Business Services

Date: _____

EXHIBIT B

This Exhibit B, effective as of _____, 2021 (the "Effective Date"), amends Exhibits B to that certain Nuventive Master Software and Professional Services Contract between Nuventive, LLC ("Nuventive") and Santa Ana College dated October 15th, 2019 (the "Contract"). This Exhibit B shall be governed under the same terms and conditions as the Nuventive Master Software and Professional Services agreement dated October 15th, 2019.

WORK ORDER

1. Administration		
Customer:	Santa Ana College	
Address:	1530 W. 17 th Street, Santa Ana, CA 92706-3398	
Customer Contact:	Dr. Bart Hoffman, Vice President of Administrative Services	
Customer Phone:	714-564-6981	
Customer Email:	hoffman_bart@sac.edu	
Customer Purchase Order Number:		
Nuventive Professional Services Contact:	David Choban Director of Professional Services	Phone: 724-772-8071
Nuventive Sales Contact:	Scott Johnson Vice President of Sales	Phone: 650-455-4011

2. Work	
Nuventive Professional Category:	
Managed Services to provide ongoing Configuration & Support of Nuventive Improvement Platform Essential Edition INCLUDED, SEE: Managed Services Document - now included as part of the Platform. \$7,600	
Additional Professional Services or Training will be \$220/hour, subject to annual adjustment	
TOTAL: \$7,600	

3. Work Details
Location(s) where the Services will be rendered: <i>Remote</i>

4. Additional Terms & Conditions
<i>Travel & expenses, if any, related to the on-site delivery of professional services or training will be billed at actual expense incurred.</i>

5. Acceptance by authorized Customer representative
<i>Santa Ana College- PLEASE SIGN</i>

Nuventive, LLC

Santa Ana College:

By: _____

By (Sign): _____

Name: _____

Name (Print): Iris I. Ingram

Title: _____

Title: Vice Chancellor of Business Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

To: Board of Trustees	Date: September 13, 2021
Re: Ratification of Agreement Addendum 2 between Point and Click Solutions, Inc. and Rancho Santiago Community College District - Santa Ana College	
Action: Request for Ratification	

BACKGROUND

On December 7, 2015, the Rancho Santiago Community College District (“RSCCD”) Board of Trustees (“Board”) approved the Point and Click Solutions, Inc. Software Housing Agreement for an electronic medical record software & hosting service. The RSCCD Purchasing Services, on behalf of the Santa Ana College (“SAC”) Student Health and Wellness Center, facilitated that Agreement ([Agreement](#)). The software was funded exclusively through SAC’s college restricted Health Services Fees (non-general fund).

In light of COVID-19 and the campus-wide shift to online services, the terms of the Point and Click Solutions agreement were extended through December 31, 2021 in order to integrate a Zoom Interface that meets the HIPAA requirements and decreased the potential of video interruptions during critical and confidential online patient appointments ([Addendum](#)). The cost for Addendum 1 was Five Thousand One Hundred Eighty-Nine Dollars (\$5,189) for SAC and was covered by HEERF funds.

ANALYSIS

SAC is requesting the Board ratify the Agreement Addendum 2 (“Addendum 2”), which was signed by Chancellor Martinez on August 31, 2021. The Addendum 2 will allow students to upload their vaccination information for verification services. This immunization bundle includes: medical clearance, COVID clearance built-in, immunization upload, entry and summary. The services under Addendum 2 will be effective retroactively to September 1, 2021 and continue through December 31, 2021. The total cost of Addendum 2 is Forty-Two Thousand Five Hundred Dollars (\$42,500), which will be paid by HEERF II funds. Under the authority granted to the Chancellor by Resolution No. 20-03, Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19): *“Whereas, it is imperative to have the tools to ensure the health and safety of students, faculty, staff, and families on our campuses...”* The Chancellor executed the Addendum 2, which is presented to the Board for ratification.

RECOMMENDATION

It is recommended that the Board of Trustees ratify the Agreement Addendum 2 between Point and Click Solutions, Inc. and Rancho Santiago Community College District – Santa Ana College, as presented.

Fiscal Impact: \$42,500 – HEERF II Funds	Board Date: September 13, 2021
Prepared and Submitted by: Marvin Martinez, Chancellor, RSCCD	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



Agreement Addendum 2

This is an addendum to the agreement between Point and Click Solutions and Rancho Santiago Community College District - **Santa Ana College** signed on December 31, 2015. The Terms and Conditions of the 12/31/2015 Agreement apply to the products added in this addendum.

Immunization Bundle

This allows all students and staff to upload their information and determines if they are COVID cleared. This is a bundled price that will cover the entire Purdue population regardless of enrollment numbers. It includes: Medical clearance, COVID Clearance Built-in, Immunization Upload, Entry and Summary.

We will deploy an abbreviated version of this for COVID-19 in order to meet the deadline and complete the rest of the Medical Clearance later in the year with no added set up costs.

\$5k setup fee

\$5k annual subscription

COVID-19 Vaccine Verification Services

COVID-19 Vaccine Verification Services. This is to have PNC staff review and verify uploaded Vaccine documents. The one time setup fee is \$2,500. There is also a per participant per year fee of \$1.50 (20,000 students). This is effective for one vaccine document (individual or series of 2 doses) per participant, but it does not cover additional booster shot documents in subsequent years.

The terms of the Verification Services will be covered until December 31, 2021.

_____ Signature PointandClickSolutions	David Tran _____ Name	President/CEO _____ Title	_____ Date
_____ Signature Client	Marvin Martinez _____ Name	Chancellor _____ Title	_____ Date

3.10 (2)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College – Student Services**

To:	Board of Trustees	Date:	September 13, 2021
Re:	Ratification of Agreement Addendum 2 between Point and Click Solutions, Inc. and Rancho Santiago Community College District – Santiago Canyon College		
Action:	Request for Ratification		

BACKGROUND

On December 7, 2015, the Rancho Santiago Community College District (“RSCCD”) Board of Trustees (“Board”) approved the Point and Click Solutions, Inc. Software Housing Agreement for an electronic medical record software & hosting service. The RSCCD Purchasing Services, on behalf of the Santiago Canyon College (“SCC”) Student Health and Wellness Center, facilitated that Agreement ([Agreement](#)). The software was funded exclusively through SCC’s college restricted Health Services Fees (non-general fund).

In light of COVID-19 and the campus-wide shift to online services, the terms of the Point and Click Solutions agreement were extended through December 31, 2021 in order to integrate a Zoom Interface that meets the HIPAA requirements and decreased the potential of video interruptions during critical and confidential online patient appointments ([Addendum](#)). The cost for Addendum 1 was Seven Thousand Two Hundred Ninety-Four Dollars (\$7,294) for SCC and was covered by HEERF funds.

ANALYSIS

SCC is requesting the Board ratify the Agreement Addendum 2 (“Addendum 2”), which was signed by Chancellor Martinez on September 1, 2021. The Addendum 2 will allow students to upload their vaccination information for verification services. This immunization bundle includes: medical clearance, COVID clearance built-in, immunization upload, entry and summary. The services under Addendum 2 will be effective retroactively to September 1, 2021 and continue through December 31, 2021. The total cost of Addendum 2 is Twenty-Seven Thousand Five Hundred Dollars (\$27,500), which will be paid by HEERF II funds. Under the authority granted to the Chancellor by Resolution No. 20-03, Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19): *“Whereas, it is imperative to have the tools to ensure the health and safety of students, faculty, staff, and families on our campuses...”* The Chancellor executed the Addendum 2, which is presented to the Board for ratification.

RECOMMENDATION

It is recommended that the Board of Trustees ratify the Agreement Addendum 2 between Point and Click Solutions, Inc. and Rancho Santiago Community College District – Santiago Canyon College, as presented.

Fiscal Impact:	\$27,500 – HEERF II Funds	Board Date:	September 13, 2021
Prepared and Submitted by:	Marvin Martinez, Chancellor, RSCCD		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		



Agreement Addendum 2

This is an addendum to the agreement between Point and Click Solutions and Santiago Canyon College signed on December 31, 2015. The Terms and Conditions of the 12/31/2015 Agreement apply to the products added in this addendum.

This addendum is to add the following features:

Immunization Bundle

This allows all students and staff to upload their information and determines if they are COVID cleared. This is a bundled price that will cover the entire Purdue population regardless of enrollment numbers. It includes: Medical clearance, COVID Clearance Built-in, Immunization Upload, Entry and Summary.


We will deploy an abbreviated version of this for COVID-19 in order to meet the deadline and complete the rest of the Medical Clearance later in the year with no added set up costs.

- \$5k setup fee
- \$5k annual subscription

COVID-19 Vaccine Verification Services

COVID-19 Vaccine Verification Services. This is to have PNC staff review and verify uploaded Vaccine documents. The one time setup fee is \$2,500. There is also a per participant per year fee of \$1.50 (10,000 students). This is effective for one vaccine document (individual or series of 2 doses) per participant, but it does not cover additional booster shot documents in subsequent years.

The terms of the Verification Services will be covered until December 31, 2021.

_____ Signature Point and Click Solutions	_____ Name	_____ Title	_____ Date
	Enrique Perez, J.D.	Vice Chancellor, Educational Services	9/01/2021
_____ Signature Client	_____ Name	_____ Title	_____ Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – School of Continuing Education

To:	Board of Trustees	Date:	September 13, 2021
Re:	Approval and Certification of Santa Ana College School of Continuing Education High School Diploma Program Graduate List 2020-2021		
Action:	Certification of High School Diploma Graduates for 2020-2021		

BACKGROUND

Adult Basic Education/High School Subjects is an authorized/mandated area for community college noncredit programs. The Santa Ana College School of Continuing Education thereby offers the necessary course work and proficiencies that lead toward the attainment of a high school diploma.

ANALYSIS

The attached 112 graduates have completed all High School Diploma Program requirements for the academic year 2020-2021.

RECOMMENDATION

It is recommended that the Board of Trustees approve and certify the Santa Ana College School of Continuing Education High School Diploma Program Graduate List 2020-2021, as presented.

Fiscal Impact:	None	Board Date:	September 13, 2021
Prepared by:	James Kennedy, Ed.D., Vice President, Santa Ana College School of Continuing Education		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		



SANTA ANA COLLEGE School of Continuing Education

*Office of the Vice President
2900 West Edinger Avenue
Santa Ana, CA 92704
(714) 241-5708
FAX (714) 434-7920*

Inter-office Memo

Date: August 23, 2021

To: Dr. Marilyn Flores, Interim President

From: Dr. James Kennedy, Vice President,
SAC Continuing Education

Subject: SCHOOL OF CONTINUING EDUCATION 2020-2021
HIGH SCHOOL DIPLOMA GRADUATES

We are requesting submittal of the attached list of Santa Ana College School of Continuing Education High School Diploma 2020-2021 graduates to the Board of Trustees for certification on September 13, 2021.

Thank you.

JK/ig

**Santa Ana College
School of Continuing Education
2020 – 2021 Adult High School Graduates**

Dolorez Alcantara	Jose Trinidad Juarez	Sebastian Sanchez
Jesse Alonzo	Yehimy Labra Morales	Manuel DeJesus Sanchez Jr.
Rene Alvarado Martinez	Eric Carlos Lagos	Mikayla Ann Sandoval
Sasha M. Alvarez	Juan Lagunas	Courtney Shipley
Maria Gabriela Arroyo	Roberto Adrian Lara Rivera	Norma A. Silva
Jessica Annette Ayala	Crystal Lemus	Steven Suarez
Fernando Diaz Barrera	Jessica Leon Chavez	Christian Miguel Supancic
Dorian Alexander Barrios De Leon	Alfredo Lucero	Alfredo V. Tapia Campos
Evelin Monserrat Barron	Julio Cesar Lupercio	Celia Calvario Tolentino
Tobby Duc Bui	Alejandro Mamani	Van T. Tran
Nhat Bui	Nancy Marcial	Thien Phong Tran
Roberta Maria Castro	Billy Andrew Martinez	Tan Tran
Luis J. Ceja	Daisy Martinez	Nadia Soledad Tumino
Magnolia Colin Zavala	Jorge Luis Martinez	Carlos Umana
Amanda De La Riva	Glenda Ruth Mejia	Gustavo Ivan Valle Espinoza
Hoang Dinh	Maritza Melendez	Gengini Vazquez
Quynh Dinh	Angelica Mendoza	Rosemary Villa
Daniel Durini	Froylan Mendoza	Angelica Yury Villa
Ricardo Esparza	Norma C. Morales	Violet Angel Vo
Oscar E. Fernandez	Feliciano Jr. Moreno	Astor Dallas Whitfield Jr.
Esteban Fierros	Le-Nhu-Quynh Nguyen	Student opted to not be listed
Daniela Figueroa	Phuc Gia Han Nguyen	Student opted to not be listed
Briana Flores	Hoang Dong Nguyen	Student opted to not be listed
Juan Carlos Gamez	Tracie Nguyen	Student opted to not be listed
Diego Garcia	Bao Nguyen	Student opted to not be listed
Alfredo Garcia	Tuan Nguyen La	Student opted to not be listed
Maria Elena Gil	Maria Orozco	Student opted to not be listed
Maria Gomez	Diana Cristina Ortiz	Student opted to not be listed
Jeremy Gomez	Ezekiel C. Perez	Student opted to not be listed
Wendy J. Gomez	Vy Pham	Student opted to not be listed
Joshua William Gutierrez	Thanh Phuc Loc Pham	Student opted to not be listed
Yezenia Hernandez	Christian Ramirez	Student opted to not be listed
Jocelyn Janice Hernandez	Javier Ramirez Sanchez	Student opted to not be listed
Amy High	Zuleima Reynoso	Student opted to not be listed
Quang D. Ho	Ignacio Ramirez	Student opted to not be listed
Jaqueline Huitzil	Elaine Rubio Rodriguez	Student opted to not be listed
Ronald Jackson	Marcos Trujillo Rosas	
Enrique Jimenez	Ada Ruth Saldana	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College – School Continuing Education**

To:	Board of Trustees	Date:	September 13, 2021
Re:	Approval and Certification of Santiago Canyon College School of Continuing Education High School Diploma Program Graduate List 2020-2021		
Action:	Certification of High School Diploma Graduates for 2020-2021		

BACKGROUND

Adult Basic Education/High School Subjects is an authorized/mandated area for community college noncredit programs. The Santiago Canyon College Division of Continuing Education thereby offers the necessary course work and proficiencies that lead toward the attainment of a high school diploma.

ANALYSIS

The attached forty-five (45) graduates have completed all High School Diploma Program requirements for the academic year 2020-2021.

RECOMMENDATION

It is recommended that the Board of Trustees approve and certify the Santiago Canyon College School of Continuing Education High School Diploma Program Graduate List 2020-2021, as presented.

Fiscal Impact:	None	Board Date:	September 13, 2021
Prepared by:	James Kennedy, Ed.D., Vice President, SCC Continuing Education		
Submitted by:	Pamela Ralston, Ph.D., President, Santiago Canyon College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		



Santiago Canyon College

8045 East Chapman Ave. • Orange, CA 92869-4512 • (714) 628-4900 • Fax: (714) 628-4723 • sccollege.edu

Orange Education Center

1465 N. Batavia Street • Orange, CA 92867-3504 • (714) 628-5900 • Fax: (714) 628-5909 • sccollege.edu

What happens here matters.

Inter-Office Memorandum

Office of the Vice-President

To: Pamela Ralston, President
Santiago Canyon College

Date: 8/23/2021

From: James Kennedy, Vice President
SCC Continuing Education

Subject: High School Diploma Graduates 2020-2021

The following is the list of the Santiago Canyon College Division of Continuing Education High School Diploma Graduates for the 2020-2021 academic year. We proudly submit Forty-Five (45) student names to the Board of Trustees for certification.

1. Diana Marie Alcantar
2. Carlos Alvarado Munoz
3. Marcella N. Armendariz
4. Maira Berenice Benhumea Sanchez
5. Sergio Ranses Bravo Serrano
6. Mario Bustos Camero
7. Joshua Chew
8. Jannica Chhoeung
9. Danielle Ann Christianson
10. Karla Jazmin Coronel
11. Ashley Dancz
12. Caylyn Brooke Emanuelson
13. Otto Fränkel
14. Jose Antonio Garcia
15. Lina Gorgious
16. Jessica M. Gutierrez
17. Lolita Guevara
18. Ryan Todd Heffley
19. Maria A. Jordan
20. John Kamau
21. James Le
22. Luz Maria Lopez
23. Amber Lowe
24. Natalie Florette Lozeau
25. Laidy Diana Martinez
26. Lincoln M. Martz
27. Brenda L. Mendez
28. April Napoles
29. Jennifer Michelle Reyes
30. Karen Guadalupe Rodriguez Calderon
31. Juan Rodriguez Jasso
32. Evaristo Salinas
33. Rachel M. Seifert
34. Marisol Villagran
35. Yvonne Wink
36. Student opted to not be listed
37. Student opted to not be listed
38. Student opted to not be listed
39. Student opted to not be listed
40. Student opted to not be listed
41. Student opted to not be listed
42. Student opted to not be listed
43. Student opted to not be listed
44. Student opted to not be listed
45. Student opted to not be listed

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College –Student Services**

To: Board of Trustees	Date: September 13, 2021
Re: Approval of Santa Ana College Degrees and Certificates – Spring 2021	
Action: Request to Approve	

BACKGROUND

Attached is a list of students who successfully completed coursework at Santa Ana College leading to an associate in arts degree, associate in arts for transfer degree, associate in science degree, associate in science for transfer degree, certificate of achievement and/or certificate of proficiency for Intersession and Spring 2021. Also attached are the statistical tables indicating degrees and certificates awarded by major (View [Degree Awarded](#) and [CA/CERT Awarded](#)),

ANALYSIS

Santa Ana College awarded 1,580 Associate Degrees at the conclusion of Spring 2021 semester, compared to 1,803 in Spring 2020. The area with the highest number of degrees awarded is Liberal Arts (Arts, Humanities and Communications with 424 degrees).

Santa Ana College awarded 1,122 Certificates of Achievement at the conclusion of Spring 2021 and 402 Certificates of Proficiency, totaling 1,524 Certificates overall. In Spring 2020, there were 1,142 Certificates of Achievement and 377 Certificates of Proficiency awarded totaling 1,519 certificates overall.

RECOMMENDATION

It is recommended that the Board of Trustees approve the list of recipients of the Santa Ana College Degrees and Certificates - Spring 2021, as presented.

Fiscal Impact: None	Board Date: September 13, 2021
Prepared by: Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment Services	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College – Student Services

To: Board of Trustees	Date: September 13, 2021
Re: Approval of Santiago Canyon College Associate Degrees and Certificates - Spring 2021	
Action: Request to Approve	

BACKGROUND

A list of students who successfully completed coursework at Santiago Canyon College leading to an associate of arts degree, associate in arts for transfer degree, associate of science degree, associate in science for transfer degree, certificate of achievement, and/or certificate of proficiency for Spring 2021, including Intersession is presented ([click here](#)). Statistical tables showing degrees and certificates awarded by major are included.

ANALYSIS

Santiago Canyon College awarded 592 associate degrees, 404 associate degrees for transfer, 593 certificates of achievement and 98 certificates of proficiency in Spring 2021.

RECOMMENDATION

It is recommended that the Board of Trustees approve the list of recipients of the Santiago Canyon College Degrees and Certificates - Spring 2021, as presented.

Fiscal Impact: None	Board Date: September 13, 2021
Prepared by: Jose Vargas, Interim Vice President of Student Services	
Submitted by: Pamela Ralston, Ph.D., President	
Recommended by: Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College – Business and Career Education Division

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of the Professional Services Agreement with Chameleonerd IT Consulting, LLC-Jermaine Prince	
Action:	Request for Approval	

BACKGROUND

This request is to enter into a Professional Services Agreement (PSA) between the Rancho Santiago Community College District, on behalf of Santiago Canyon College with Chameleonerd IT Consulting, LLC. We need to increase and improve our ability to offer more effective online courses. To do that, we need a way to record lectures so they can be presented online in a professional and engaging manner. The owner of the company, Mr. Jermaine Prince will provide the technical assistance to research and recommend the necessary hardware and software required to produce professional audio and video recordings. He will install the equipment at Santiago Canyon College to be utilized by Water Utility Science and Public Works faculty. In addition, he will prepare video scripts, assist in video preparation, PowerPoint synchronization, assist with re-recording, update course curriculum material and ensure Canvas compatibility for 75-80 new water science videos.

ANALYSIS

This professional services agreement with Chameleonerd IT Consulting, LLC 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 December 31, 2022 or until termination by written notice of either party. This agreement will carry a cost for Santiago Canyon College of \$5,100 to be paid through the Strong Workforce Program funding for Career Education student programs.

RECOMMENDATION

It is recommended that the Board of Trustees approve the professional services agreement with Chameleonerd IT Consulting-Jermaine Prince, located in Fontana, California, as presented.

Fiscal Impact:	\$5,100 (categorical funding)	Board Date: September 13, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by:	Pamela Ralston, PhD., President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santiago Canyon College and Chameleon IT Consulting LLC, having its principal business address located at 15216 Geranium Street, Fontana, CA 92336 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 September 14, 2021, whichever is later, and shall continue in full force and effect thereafter until and including December 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 five thousand one hundred Dollars (\$5100.00) ("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;

- d. Errors and Omissions/Professional Liability: (If applicable) For financial loss or harm caused to the district that arise out of vendor's professional services \$5,000,000 per occurrence / \$5,000,000 annual aggregate.
- e. Cyber Liability: (If applicable) For financial loss or harm caused to the district that arises out of loss or theft of data, breach of data, disruption of networks, intrusion of virus, malware, disclosure of private information, notification, credit monitoring, breach response costs, regulatory fines and penalties, and infringement of intellectual property \$2,000,000 per occurrence / \$2,000,000 annual aggregate.

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

Vice Chancellor of Business Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Elizabeth Arteaga
Dean, Business and Career Education
8045 E. Chapman Avenue
Orange, CA 92869

Contractor: Jermaine Prince
15216 Geranium Street
Fontana, CA 92336

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: Iris I. Ingram

Print Title: Vice Chancellor, Business Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __Jermaine Prince

Print Title: __Owner

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

1. Research necessary hardware (Laptop, Secondary Monitor, HDMI Cable, USB Microphone, USB Camera). Recommend various hardware based on basic video recording, light video editing, portability, optimal display, and longevity of use. (2 hours)
2. Research necessary software for screen recording, audio recording, and video recording. Recommend video recording software. (2 hours)
3. Fully test the video recording process (PowerPoint Screen Recording with Audio). (1.5 hours)
4. Document hardware requirements and recommendations.
Document software requirements and recommendations.
Document all steps of the video recording process (PowerPoint Screen Recording with Audio) for present and future use. (1.5 hours)
5. Provide a detailed walkthrough of documentation and process steps. (2 hours)
6. Setup hardware and software after purchase. Verify that all hardware and software is working as expected. (2 hours)
7. Prepare video scripts, assist in video preparation, PowerPoint synchronization, assist with re-recording, update course curriculum material (75-80 videos), ensure Canvas compatibility. Release videos and scripts as they are prepared. (40 hours)

Budget: 51 hours at \$100/hour. total \$5,100.00

Pay Schedule:

- \$1,500 at completion of step 2
- \$1,500 at completion of step 6
- \$2,100 at completion of step 7

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68928	General Fund Unrestricted	0.00	184.00	-184.00	92*0549742	92*0549742
68949	General Fund Unrestricted	0.00	1,100.00	-1,100.00	92*0550235	92*0550235
68990	General Fund Unrestricted	0.00	300.00	-300.00	92*0551040	92*0551040
69022	General Fund Unrestricted	402,811.88	0.00	402,811.88	92*0551485	92*0551539
69027	General Fund Unrestricted	6,716.45	0.00	6,716.45	92*0551551	92*0551559
69030	General Fund Unrestricted	228,493.49	0.00	228,493.49	92*0551578	92*0551687
69034	General Fund Unrestricted	1,519,106.42	796,180.70	722,925.72	92*0551694	92*0551831
69040	General Fund Unrestricted	31,645.18	0.00	31,645.18	92*0551850	92*0551902
69044	General Fund Unrestricted	3,045,411.35	0.00	3,045,411.35	92*0551912	92*0551954
69048	General Fund Unrestricted	2,897.30	0.00	2,897.30	92*0551963	92*0551974
69049	General Fund Unrestricted	383,432.94	0.00	383,432.94	92*0551975	92*0552044
69054	General Fund Unrestricted	21,191.06	0.00	21,191.06	92*0552067	92*0552135
69060	General Fund Unrestricted	991.00	0.00	991.00	92*0552152	92*0552154
69062	General Fund Unrestricted	151,060.60	0.00	151,060.60	92*0552158	92*0552216
69065	General Fund Unrestricted	174,480.37	0.00	174,480.37	92*0552222	92*0552268
69070	General Fund Unrestricted	2,768.61	0.00	2,768.61	92*0552285	92*0552295
Total Fund 11 General Fund Unrestricted		\$5,971,006.65	\$797,764.70	\$5,173,241.95		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68949	General Fund Restricted	0.00	335,241.67	-335,241.67	92*0550222	92*0550222
69022	General Fund Restricted	233,028.87	0.00	233,028.87	92*0551489	92*0551535
69028	General Fund Restricted	625,833.58	23,715.40	602,118.18	92*0551560	92*0551576
69030	General Fund Restricted	187,996.82	0.00	187,996.82	92*0551580	92*0551686
69034	General Fund Restricted	2,651,857.02	1,385,694.38	1,266,162.64	92*0551691	92*0551836
69040	General Fund Restricted	454,392.89	0.00	454,392.89	92*0551847	92*0551899
69044	General Fund Unrestricted	209,659.60	0.00	209,659.60	92*0551910	92*0551953
69049	General Fund Restricted	1,243,697.51	0.00	1,243,697.51	92*0551977	92*0552050
69053	General Fund Restricted	1,500.00	0.00	1,500.00	92*0552062	92*0552062
69054	General Fund Restricted	1,218,061.81	0.00	1,218,061.81	92*0552064	92*0552138
69062	General Fund Restricted	113,233.75	0.00	113,233.75	92*0552157	92*0552213
69065	General Fund Restricted	1,112,941.63	0.00	1,112,941.63	92*0552220	92*0552267
Total Fund 12 General Fund Restricted		<u>\$8,052,203.48</u>	<u>\$1,744,651.45</u>	<u>\$6,307,552.03</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69022	GF Unrestricted One-Time Func	52,875.67	0.00	52,875.67	92*0551488	92*0551533
69030	GF Unrestricted One-Time Func	43,240.69	0.00	43,240.69	92*0551594	92*0551676
69034	GF Unrestricted One-Time Func	4,909.66	2,454.83	2,454.83	92*0551708	92*0551819
69040	GF Unrestricted One-Time Func	131,260.06	0.00	131,260.06	92*0551848	92*0551903
69044	GF Unrestricted One-Time Func	114.75	0.00	114.75	92*0551928	92*0551928
69049	GF Unrestricted One-Time Func	58,753.55	0.00	58,753.55	92*0551982	92*0552032
69054	General Fund Unrestricted	44,841.62	0.00	44,841.62	92*0552063	92*0552137
69061	GF Unrestricted One-Time Func	8,000.00	0.00	8,000.00	92*0552155	92*0552155
69062	GF Unrestricted One-Time Func	8,799.05	0.00	8,799.05	92*0552156	92*0552214
69065	GF Unrestricted One-Time Func	14,059.25	0.00	14,059.25	92*0552227	92*0552248
Total Fund 13 GF Unrestricted One-Time		\$366,854.30	\$2,454.83	\$364,399.47		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69023	Child Development Fund	16,709.09	0.00	16,709.09	92*0551540	92*0551545
69031	Child Development Fund	33.32	0.00	33.32	92*0551688	92*0551688
69035	Child Development Fund	1,684.60	0.00	1,684.60	92*0551837	92*0551839
69041	Child Development Fund	50.32	0.00	50.32	92*0551904	92*0551904
69045	Child Development Fund	3,618.98	0.00	3,618.98	92*0551955	92*0551956
69050	Child Development Fund	140.42	0.00	140.42	92*0552051	92*0552051
69055	Child Development Fund	1,220.19	0.00	1,220.19	92*0552139	92*0552140
69063	Child Development Fund	244.66	0.00	244.66	92*0552217	92*0552218
69066	Child Development Fund	8,786.22	0.00	8,786.22	92*0552269	92*0552271
Total Fund 33 Child Development Fund		\$32,487.80	\$0.00	\$32,487.80		

Checks Written for Period 07/27/21 Thru 08/27/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69024	Capital Outlay Projects Fund	34,955.67	0.00	34,955.67	92*0551546	92*0551548
69029	Capital Outlay Projects Fund	156,167.49	0.00	156,167.49	92*0551577	92*0551577
69032	Capital Outlay Projects Fund	78.00	0.00	78.00	92*0551689	92*0551689
69036	Capital Outlay Projects Fund	1,481.49	0.00	1,481.49	92*0551840	92*0551842
69042	Capital Outlay Projects Fund	37,675.00	0.00	37,675.00	92*0551905	92*0551908
69046	Capital Outlay Projects Fund	45,366.51	0.00	45,366.51	92*0551957	92*0551961
69051	Capital Outlay Projects Fund	63,863.25	0.00	63,863.25	92*0552052	92*0552056
69056	Capital Outlay Projects Fund	1,409,499.25	0.00	1,409,499.25	92*0552141	92*0552147
69067	Capital Outlay Projects Fund	218,312.49	0.00	218,312.49	92*0552272	92*0552280
Total Fund 41 Capital Outlay Projects Fun		\$1,967,399.15	\$0.00	\$1,967,399.15		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69025	Bond Fund, Measure Q	568.05	0.00	568.05	92*0551549	92*0551549
69043	Bond Fund, Measure Q	15,099.15	0.00	15,099.15	92*0551909	92*0551909
69047	Bond Fund, Measure Q	3,220.47	0.00	3,220.47	92*0551962	92*0551962
69057	Bond Fund, Measure Q	3,012.35	0.00	3,012.35	92*0552148	92*0552149
69068	Bond Fund, Measure Q	64,894.76	0.00	64,894.76	92*0552281	92*0552283
Total Fund 43 Bond Fund, Measure Q		\$86,794.78	\$0.00	\$86,794.78		

Checks Written for Period 07/27/21 Thru 08/27/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69037	Property and Liability Fund	3,398.38	0.00	3,398.38	92*0551843	92*0551843
69058	Property and Liability Fund	3,217.80	0.00	3,217.80	92*0552150	92*0552150
Total Fund 61 Property and Liability Fund		\$6,616.18	\$0.00	\$6,616.18		

Checks Written for Period 07/27/21 Thru 08/27/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69033	Workers' Compensation Fund	181.50	0.00	181.50	92*0551690	92*0551690
69038	Workers' Compensation Fund	5,984.50	0.00	5,984.50	92*0551844	92*0551845
69059	Workers' Compensation Fund	7,348.47	0.00	7,348.47	92*0552151	92*0552151
Total Fund 62 Workers' Compensation Fu		\$13,514.47	\$0.00	\$13,514.47		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69026	Student Financial Aid Fund	700.00	0.00	700.00	92*0551550	92*0551550
69039	Student Financial Aid Fund	316,504.00	0.00	316,504.00	92*0551846	92*0551846
69052	Student Financial Aid Fund	6,600.00	0.00	6,600.00	92*0552057	92*0552061
69064	Student Financial Aid Fund	700.00	0.00	700.00	92*0552219	92*0552219
69069	Student Financial Aid Fund	89,743.00	0.00	89,743.00	92*0552284	92*0552284
Total Fund 74 Student Financial Aid Fund		\$414,247.00	\$0.00	\$414,247.00		

SUMMARY

Total Fund 11 General Fund Unrestricted	5,173,241.95
Total Fund 12 General Fund Restricted	6,307,552.03
Total Fund 13 GF Unrestricted One-Time Fund	364,399.47
Total Fund 33 Child Development Fund	32,487.80
Total Fund 41 Capital Outlay Projects Fund	1,967,399.15
Total Fund 43 Bond Fund, Measure Q	86,794.78
Total Fund 61 Property and Liability Fund	6,616.18
Total Fund 62 Workers' Compensation Fund	13,514.47
Total Fund 74 Student Financial Aid Fund	414,247.00
Grand Total:	<u><u>\$14,366,252.83</u></u>

Checks Written for Period 07/27/21 Thru 08/27/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A2107531	SAC Diversified Agency Fund	354.46	320.00	34.46	1A*0002546	1A*0002547
1A2108107	SAC Diversified Agency Fund	629.68	0.00	629.68	1A*0002548	1A*0002549
1A2108321	SAC Diversified Agency Fund	95.00	0.00	95.00	1A*0002550	1A*0002550
Total 1A SAC Diversified Agency Fund		\$1,079.14	\$320.00	\$759.14		

Checks Written for Period 07/27/21 Thru 08/27/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1B2107531	SAC Bookstore Fund	14,648.86	5,666.88	8,981.98	1B*0002865	1B*0002874
1B2108107	SAC Bookstore Fund	23,490.23	0.00	23,490.23	1B*0002875	1B*0002887
1B2108427	SAC Bookstore Fund	21,272.10	0.00	21,272.10	1B*0002888	1B*0002896
Total 1B SAC Bookstore Fund		\$59,411.19	\$5,666.88	\$53,744.31		

Checks Written for Period 07/27/21 Thru 08/27/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1C2107531	SAC Community Education Fund	520.00	0.00	520.00	1C*0001338	1C*0001338
1C2108107	SAC Community Education Fund	2,680.00	0.00	2,680.00	1C*0001339	1C*0001340
1C2108321	SAC Community Education Fund	4,481.26	0.00	4,481.26	1C*0001341	1C*0001345
Total 1C SAC Community Education Fund		<u>\$7,681.26</u>	<u>\$0.00</u>	<u>\$7,681.26</u>		

Checks Written for Period 07/27/21 Thru 08/27/21

<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>
1R2108321	SAC Representation Fee Fund	250.00	0.00	250.00	1R*0001038	1R*0001038
Total 1R SAC Representation Fee Fund		<u><u>\$250.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$250.00</u></u>		

Checks Written for Period 07/27/21 Thru 08/27/21

<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>
1S2107531	SAC Associated Students Fund	2,313.31	0.00	2,313.31	1S*0001849	1S*0001853
1S2108107	SAC Associated Students Fund	379.19	0.00	379.19	1S*0001854	1S*0001855
1S2108321	SAC Associated Students Fund	900.00	0.00	900.00	1S*0001856	1S*0001856
Total 1S SAC Associated Students Fund		<u><u>\$3,592.50</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,592.50</u></u>		

Checks Written for Period 07/27/21 Thru 08/27/21

<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>
1T2107531	SAC Diversified Trust Fund	16,553.85	0.00	16,553.85	1T*0002217	1T*0002220
1T2108107	SAC Diversified Trust Fund	2,878.50	0.00	2,878.50	1T*0002221	1T*0002223
1T2108321	SAC Diversified Trust Fund	15,871.83	0.00	15,871.83	1T*0002224	1T*0002227
Total 1T SAC Diversified Trust Fund		<u><u>\$35,304.18</u></u>	<u><u>\$0.00</u></u>	<u><u>\$35,304.18</u></u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	759.14
Total Fund 1B SAC Bookstore Fund	53,744.31
Total Fund 1C SAC Community Education Fu	7,681.26
Total Fund 1R SAC Representation Fee Func	250.00
Total Fund 1S SAC Associated Students Fun	3,592.50
Total Fund 1T SAC Diversified Trust Fund	35,304.18
Grand Total:	<u><u>\$101,331.39</u></u>

Checks Written for Period 07/27/21 Thru 08/27/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A2108107	SCC Diversified Agency Fund	649.26	0.00	649.26	2A*0001944	2A*0001945
2A2108214	SCC Diversified Agency Fund	12,100.00	0.00	12,100.00	2A*0001946	2A*0001949
2A2108427	SCC Diversified Agency Fund	2,428.75	0.00	2,428.75	2A*0001950	2A*0001954
Total 2A SCC Diversified Agency Fund		\$15,178.01	\$0.00	\$15,178.01		

Checks Written for Period 07/27/21 Thru 08/27/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B2108107	SCC Bookstore Fund	1,688.61	0.00	1,688.61	2B*0002507	2B*0002509
2B2108321	SCC Bookstore Fund	42,407.44	172.08	42,235.36	2B*0002510	2B*0002536
2B2108427	SCC Bookstore Fund	61,175.12	0.00	61,175.12	2B*0002537	2B*0002543
Total 2B SCC Bookstore Fund		\$105,271.17	\$172.08	\$105,099.09		

Checks Written for Period 07/27/21 Thru 08/27/21

<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>
2C2108321	SCC Community Education Fund	7,350.00	0.00	7,350.00	2C*0001255	2C*0001255
2C2108427	SCC Community Education Fund	232.11	0.00	232.11	2C*0001256	2C*0001256
Total 2C SCC Community Education Fund		<u><u>\$7,582.11</u></u>	<u><u>\$0.00</u></u>	<u><u>\$7,582.11</u></u>		

Checks Written for Period 07/27/21 Thru 08/27/21

<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>
2R2107531	SCC Represenation Fee Fund	19,884.00	0.00	19,884.00	2R*0001039	2R*0001040
Total 2R SCC Represenation Fee Fund		<u>19,884.00</u>	<u>0.00</u>	<u>19,884.00</u>		

Checks Written for Period 07/27/21 Thru 08/27/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S2108321	SCC Associated Students Fund	1,112.93	0.00	1,112.93	2S*0001490	2S*0001494
2S2108427	SCC Associated Students Fund	155.98	0.00	155.98	2S*0001495	2S*0001497
Total 2S SCC Associated Students Fund		<u>\$1,268.91</u>	<u>\$0.00</u>	<u>\$1,268.91</u>		

Checks Written for Period 07/27/21 Thru 08/27/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T2108107	SCC Diversified Trust Fund	2,015.79	0.00	2,015.79	2T*0001619	2T*0001621
2T2108321	SCC Diversified Trust Fund	1,540.00	0.00	1,540.00	2T*0001622	2T*0001627
2T2108427	SCC Diversified Trust Fund	10,264.34	0.00	10,264.34	2T*0001628	2T*0001631
Total 2T SCC Diversified Trust Fund		\$13,820.13	\$0.00	\$13,820.13		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	15,178.01
Total Fund 2B SCC Bookstore Fund	105,099.09
Total Fund 2C SCC Community Education Fu	7,582.11
Total Fund 2R SCC Represenation Fee Fund	19,884.00
Total Fund 2S SCC Associated Students Fun	1,268.91
Total Fund 2T SCC Diversified Trust Fund	13,820.13
Grand Total:	<u><u>\$162,832.25</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 07/01/2021 To 08/30/2021
Board Meeting on 09/13/2021**

BACKGROUND

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

ANALYSIS

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

INTERFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
08/06/21	J066325	JV305 US Bank wire transfer from Fund 63 to Fund 78	1,992,846.00

RECOMMENDATION

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

4.2 (1)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of the 2021/2022 Adopted Budget	
Action:	Request for Approval	

BACKGROUND

In accordance with the California Code of Regulations, Title 5, Sections 58301 and 58305(c), the governing board of each community college district shall hold a public hearing and adopt a final budget by September 15th of each year. At the Board meeting of August 9, 2021, the Board of Trustees took action to set this public hearing at the September 13, 2021 meeting. The General Fund proposed Adopted Budget has been reviewed and unanimously recommended by both the Fiscal Resources Committee and District Council.

ANALYSIS

A full bound copy of the 2021/2022 proposed Adopted Budget was available for public display and review September 8th through September 10th at the District Office, 2323 N. Broadway, on the 4th floor reception area between the hours of 8:00 a.m. and 5:00 p.m. and has been provided for your review. It contains a balanced budget for all District funds. Furthermore, the Chancellor's Message can be found on Page 3 and provides an overview of the major assumptions used in the budget development process. Aided by the Federal American Rescue Plan and higher than expected one-time revenues, the state budget provides for an unprecedented increase in funding for community colleges, including a 5.07% Cost of Living Adjustment (COLA) and full buy down of last year's deferrals. Due to declining enrollment, the District remains under the hold harmless provision, which keeps districts funded at the fiscal year 2017/2018 Total Computational Revenue level plus out year COLAs.

This budget is balanced using approximately \$2.3 million in Higher Education Emergency Relief Funds (HEERF) to offset lost revenue and earned indirect cost. The budget also includes a 12.5% contingency reserve consistent with Board Policy. We will continue to identify ongoing savings throughout the fiscal year from our Supplementary Retirement Plans (SRPs) and rightsizing project and will incorporate those savings in the fiscal year 2022/2023 budget. The 2021/2022 proposed Adopted Budget PDF can be found at this [link](#) subject to Board approval.

RECOMMENDATION

It is recommended the Board of Trustees approve the 2021/2022 Adopted Budget as presented.

Fiscal Impact:	As presented in Adopted Budget	Board Date: September 13, 2021
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS SERVICES

To:	Board of Trustees	Date:	September 13, 2021
Re:	Approval of Agreement with SVA Architects, Inc. for Professional Consulting Services for Facility Site Master Planning for Bristol and 17 th Street Property at Santa Ana College		
Action:	Request for Approval		

BACKGROUND

This is a new agreement with SVA Architects, Inc. for Professional Consulting Services for Facility Site Master Planning for Bristol and 17th Street property at Santa Ana College.

The District owns four contiguous parcels on the corner of Bristol and 17th Street at Santa Ana College. It is located in Santa Ana’s SP1 Specific Plan area and the parcel’s General Plan designation is General Commercial. The College has previously sought to develop this location as an interim surface parking lot to be utilized during construction activities. The District no longer intends to develop surface parking and now desires assistance in master planning the site for future development options.

The District issued a Request for Qualifications/Request for Proposal (RFQ/RFP) to solicit professional consulting services for site master planning for the District owned unimproved site at the southeast corner of Bristol Street and 17th Street. The master planning effort seeks to: determine programming options that support students and align with the College’s Educational Master Plan, identify development options that encourage public and/or support private partnership opportunities, and assist to identify and evaluate the highest and best use value opportunities. The consultant will work with the District and College to assess and review various scenarios and strategies to assist with master planning.

The consultant’s scope of services includes: data gathering, surveys, conceptual site development master planning options, determining space needs for academic and co-curricular activities, assessing real estate market trends, and identifying potential resources for development support.

ANALYSIS

A Request for Qualifications/Request for Proposal (RFQ/RFP) #2021-298 for professional consulting services for Facility Site Master Planning for Bristol and 17th Street property at Santa Ana College was solicited on March 8, 2021 to interested consultants, advertised on the District’s website and on the Coalition for Community Colleges Foundation (CCFC) website. The District received seven responses from Alma Strategies (Sacramento); Brailsford & Dunlavey, Inc. (Santa Ana); Gensler (Los Angeles); Johnson Favaro, LLP (Culver City); SVA Architects, Inc. (Santa Ana); Volz Company (Irvine); and Westburg White Architecture (Tustin). A screening panel of seven committee members convened on April 29, 2021 to review the

proposals and interviewed Alma Strategies; Brailsford and Dunlavey, Inc.; Volz Company; SVA Architects, Inc.; and Gensler on May 25, 2021 and May 27, 2021. The screening panel unanimously recommends SVA Architects, Inc. 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. The panel is recommending to move forward with the proposed consultant at this time.

The services covered by this agreement shall commence on September 14, 2021 and end June 30, 2023. The contract is a not to exceed fee of \$288,000. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other facility master planning firms.

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

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with SVA Architects, Inc. for Professional Consulting Services for Facility Site Master Planning for Bristol and 17th Street property at Santa Ana College as presented.

Fiscal Impact:	\$288,000	Board Date: September 23, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 8/9/2021

Project: Site Facility Master Planning for Bristol and 17th Street Property Site: **Santa Ana College**

Consultants: SVA Architects, Inc.

Type of Service: Professional Consulting Services for Site Facility Master Planning

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$288,000.00		9/14/2021	6/30/2023
Total Agreement Amount	\$288,000.00			

AGREEMENT NO: 0425.00/ DESCRIPTION:

This agreement #0425.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$288,000.00**

Contract End Date: **6/30/2023**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS SERVICES

To:	Board of Trustees	Date: September 13, 2021
Re:	Ratification of Change Order #2 for McCarthy Building Companies, Inc. for RFP #1718-173 Lease-Leaseback Construction Services – Science Center at Santa Ana College	
Action:	Request for Ratification	

BACKGROUND

On November 13, 2017, the Board of Trustees approved a contract with McCarthy Building Companies, Inc. for RFP #1718-173 for Lease-Leaseback Construction Services for the Science Center at Santa Ana College. The project was completed on July 16, 2021. This project included the demolition of three J Buildings and the construction of a new three-story, 64,785 square foot science center and 880 square foot greenhouse. The programs include the following: one division office, faculty offices, two standard classrooms, one large classroom, one large divisible classroom, one engineering lab and support space, six biology labs and support space, two geology labs and support space, five chemistry labs and support space, one physics lab and support space, and student collaboration areas.

ANALYSIS

Change Order #2 is a final change order for the project settling all outstanding change order requests. The change order increases the contract amount by \$703,586.62 and extends the completion date to July 16, 2021 an increase of 470 calendar days.

The District’s construction management team along with legal counsel, Orbach, Huff and Henderson have assisted in the review of this change order.

The contract amount has increased from \$47,859,155.38 to \$48,562,742.00. This change order amount represents 2.61% of the total contract value.

Pursuant to Board Policy and Administrative Regulation 6600, the Vice Chancellor of Business Services (or designee) has the authority to approve cumulative change orders up to 10% of the contract value and shall be a ratification by the Board of Trustees, thereby avoiding any construction delays. Additionally, the Board Facilities Committee shall evaluate the change order request.

Upon ratification of Change Order #2, a Notice of Completion is on the same agenda for approval to close out the contract as the project is complete.

The District, upon approval by the Board of Trustees, will record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$48,562,742.00.

This project was funded by Measure Q.

RECOMMENDATION

It is recommended the Board of Trustees ratify Change Order #2 for McCarthy Building Companies, Inc. for RFP #1718-173 Construction Lease-Leaseback Services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	\$703,586.62	Board Date: September 13, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	



Facility Planning, District Construction & Support Services
 2323 North Broadway, Rm 112
 Santa Ana, CA 92706

Board Date: September 13, 2021
Project/Bid No. 3049
Site: Santa Ana College
Change Order (CO) No. : 2

Project Name: Science Center (Santa Ana College)
Contractor: McCarthy Building Companies, Inc.
Contract #: 0249.00

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
11/17/17	695	10/15/19	170	470	7/16/2021

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$47,328,241.00	
Previous Change Orders	1	\$530,914.38	1.12%
This Change Order	2	\$703,586.62	1.49%
Total Change Order (s)		\$1,234,501.00	2.61%
Revised Contract Amount		\$48,562,742.00	

Items in Change Order						
Item No.	Description	Reason	Ext. Day	Credit	Add	Net
1	<u>Time Extensions Granted (non-compensable):</u> - ICD No. 261: Negotiated settlement related to removal and replacement of exterior window sealants required to address incompatible sealant products/brands. An amount of \$172,516 was previously paid from project contingency funds.	2,4	212	NA	\$0.00	\$0.00
2	<u>Time Extensions Granted/Negotiated Settlement:</u> - ICD No. 262: Final negotiated settlement related to any and all Project disputed issues, including those related to removal and replacement of exterior metal panels, roof steel delays at mechanical openings, delays to Building Management System, subcontractor extended project durations. Amount of final settlement - \$825,000 - \$121,413.38 in remaining project contingencies = \$703,586.62.	2,4	258	NA	\$703,586.62	\$703,586.62
Subtotal				\$0.00	\$703,586.62	\$ 703,586.62
Grand Total			470			\$ 703,586.62

- 1 - CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: September 13, 2021
Re:	Accept the Completion of RFP #1718-173 for Lease-Leaseback Construction Services – Science Center at Santa Ana College and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND

On November 13, 2017, the Board of Trustees approved a contract with McCarthy Building Companies, Inc. for RFP #1718-173 for Lease-Leaseback Construction Services for the Science Center at Santa Ana College. The project was completed on July 16, 2021. This project included the demolition of three J Buildings and the construction of a new three-story, 64,785 square foot science center and 880 square foot greenhouse. The programs include the following: one division office, faculty offices, two standard classrooms, one large classroom, one large divisible classroom, one engineering lab and support space, six biology labs and support space, two geology labs and support space, five chemistry labs and support space, one physics lab and support space, and student collaboration areas.

ANALYSIS

The District, upon approval by the Board of Trustees, will record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$48,562,742.00.

This project was funded by Measure Q.

RECOMMENDATION

It is recommended the Board of Trustees accept the Completion of RFP #1718-173 for Lease-Leaseback Construction Services – Science Center at Santa Ana College and Approve Recording a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: September 13, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

AND WHEN RECORDED MAIL TO:

Carri Matsumoto
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

NO FEES CHARGED PER GOVERNMENT CODE §27383

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located 1530 W. 17th Street, Santa Ana, California 92706, caused improvements to be made to the property to with: RFP #1718-173 for Science Center at Santa Ana College, the contract for the doing of which was heretofore entered into on the 14th day of November, 2017, which contract was made with McCarthy Building Companies, Inc., PO18-B0001341 as contractor; that said improvements were completed on the 26th day of July, 2021 and accepted by formal action of the governing Board of said District on the 13th day of September, 2021; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Federal Insurance Company and Travelers Casualty and Surety Company of America.

I, the undersigned, say: I am the Vice Chancellor - Business Services of the Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by _____
Iris I. Ingram, Vice Chancellor
Rancho Santiago Community College District

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 20_____, by _____, proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



Facility Planning, District Construction & Support Services
 2323 North Broadway, Rm 112
 Santa Ana, CA 92706

Board NOC Date: September 13, 2021

Project Name: Science Center

Project No. 3049

Contractor: McCarthy Building Companies, Inc.

Site: Santa Ana College

Contract No.: 249

Contract Schedule Summary				
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Additional Days Granted	Final Contract Completion Date
11/17/17	695	10/15/19	640	7/16/2021

Contract Amount Summary			
Description	Total CO	Amount	% of Contract
Original Contract Amount		\$47,328,241.00	
Total Change Orders	2	\$1,234,501.00	2.61%
Revised Contract Amount		\$48,562,742.00	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE – BUSINESS SERVICES

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Utilization of DGS Agreement with WEX, Inc.	
Action:	Request for Approval	

BACKGROUND

The State of California, Department of General Services (DGS) entered into an agreement with US Bank to permit CA community colleges to participate in the Voyager gasoline card system. In 2016 various District departments were issued a fuel card including Campus Transportation, Administrative Services, Campus Safety, Fire Technology and Warehouse Services to fuel District vehicles when outside of the district.

ANALYSIS

The agreement between DGS and US Bank expired on June 30, 2021. DGS has entered into a new contract with WEX Inc. and has extended the services to include fluids and roadside assistance in addition to gasoline. The contract with WEX, Inc. is an advantage for the District should a vehicle need towing or repair while away from the District. The State contract with WEX, Inc. is available for review [click here](#). There is no cost to participate in this contract, District will be invoiced for gasoline and services as provided. At this time, it has been determined that only six cards are needed districtwide: SAC Administrative Services for Transportation and Fire Technology departments; SCC Administrative Services for the Transportation department and one card for District Safety use. Requests for additional cards will be reviewed and approved on an as needed basis only. The term of this agreement is July 1, 2021 through June 30, 2025 with one (1) additional two-year term extension by the State. In order to participate in the fleet fuel card program, Board approval is required.

RECOMMENDATION

It is recommended the Board of Trustees approve the District's utilization of the DGS agreement with WEX, Inc. for fleet fuel cards as presented.

Fiscal Impact:	Based on Utilization	Board Date: September 13, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Rancho Santiago Community College District

CONTRACTOR NAME

WEX Bank

2. The term of this Agreement is:

START DATE

September 14, 2021

THROUGH END DATE

June 30, 2025 with one (1) optional two-year extension by the State

3. The maximum amount of this Agreement is:

\$0.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	State Fleet Card Program Subsidiary Agreement	1
+		
-		

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

WEX Bank

CONTRACTOR BUSINESS ADDRESS

7090 South Union Park Center, Suite 350

CITY

Midvale

STATE

UT

ZIP

84070

PRINTED NAME OF PERSON SIGNING

Tim Laukka

TITLE

President/CEO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Rancho Santiago Community College District

CONTRACTING AGENCY ADDRESS

2323 N. Broadway

CITY

Santa Ana

STATE

CA

ZIP

92706

PRINTED NAME OF PERSON SIGNING

Iris I. Ingram

TITLE

Vice Chancellor, Business Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE – BUSINESS SERVICES

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Professional Services Agreement with Ken Porter Auctions	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District entered into an agreement with Ken Porter Auctions, the auctioneer which auctions the District's surplus vehicles, on September 24, 2018. The current agreement is due to expire on September 23, 2021. In order to continue this service, it is necessary to seek Board of Trustees approval.

ANALYSIS

Ken Porter Auctions (KPA) provides the service of auctioning the District's surplus vehicles when they have reached the end of their useable life or it becomes unfeasible to continue making repairs to keep them in our inventory. KPA transports, de-logos and provides a detailed summary of the sale along with a settlement check to the District within 20 days of the auction. The commission charged by KPA is 10% of the sale price. Transportation fees are \$80 per vehicle (cars, SUV's, pickup trucks) and \$125 per vehicle (large trucks and other vehicles), the new fee schedule is a slight increase from the previous agreement. KPA has provided exceptional service and their fees are reasonable when compared to other auction companies providing the same services. The term of the new agreement will align with our fiscal year, and will begin on September 14, 2021, ending on June 30, 2024.

RECOMMENDATION

It is recommended the Board of Trustees approve the Professional Services Agreement with Ken Porter Auctions to conduct vehicle auctions on an as needed basis as presented.

Fiscal Impact:	Revenue to be Determined	Board Date: September 13, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, and Ken Porter Auctions, having its principal business address located at 4510 Muth Way, Jurupa Valley, CA 92509 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 September 14, 2021, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2024 (“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 See Exhibit A Dollars (\$See Exhibit A) (“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;

- d. Errors and Omissions/Professional Liability: (If applicable) For financial loss or harm caused to the district that arise out of vendor's professional services \$5,000,000 per occurrence / \$5,000,000 annual aggregate.
- e. Cyber Liability: (If applicable) For financial loss or harm caused to the district that arises out of loss or theft of data, breach of data, disruption of networks, intrusion of virus, malware, disclosure of private information, notification, credit monitoring, breach response costs, regulatory fines and penalties, and infringement of intellectual property \$2,000,000 per occurrence / \$2,000,000 annual aggregate.

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

Iris I. Ingram
Vice Chancellor of Business Services
2323 N. Broadway
Santa Ana, CA 92706

With a copy to: (District Department Responsible for Contract)
Linda Melendez
Director, Purchasing Services
2323 N. Broadway
Santa Ana, CA 92706

Contractor: Gene Govoreau
4510 Muth Way
Jurupa Valley, CA 92509

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: Iris I. Ingram

Print Title: Vice Chancellor, Business Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __ Gene Govoreau

Print Title: __ General Manager

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.

This service will include the transportation and auction of surplus vehicles as needed. There are NO OTHER FEES OR CHARGES unless the District specifically agrees to them prior to any auction. KPA conducts auctions on the 1st and 3rd Saturday of each month. KPA will provide the District with a detailed summary along with a settlement check within 20 days of the auction. Permanent records for District use are also available on KPA's Website.

Both parties agree to the terms set forth in this agreement. Any changes, amendments and/or cancellation to this agreement must be in writing and signed by both parties.

Fee Structure:

Commissions

Cars, SUV's and Pickup Trucks	10%
Large Trucks and other vehicles	10%

Transportation Fees

Cars, SUV's and Pickup Trucks	\$80 per vehicle
Large Trucks and other vehicles	\$125 per vehicle

De-Logo	\$0 per vehicle
Smog/Safety	\$0 per vehicle
Drive Cycle (only if required and approved by RSCCD)	\$60 per vehicle

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE – BUSINESS SERVICES**

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Professional Services Agreement with TLC Auctions	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District entered into an agreement with TLC Auctions, the auctioneer which auctions the District's surplus property, on July 1, 2018. The current agreement expired on June 30, 2021. In order to continue this service, it is necessary to seek Board of Trustees approval.

ANALYSIS

TLC Auctions provides the service of auctioning the District's surplus property when a considerable amount of surplus has accumulated in the District Warehouse facility. The unreserved auctions are conducted either through off-site auctions, online at TLCAuctions.com or at eBay.com. This normally occurs two to three times annually. District staff may select usable items for their divisions or departments from the items deemed surplus property by other departments for continued district use. Per Board Policy 6550, any remaining items valued under \$5,000 will be offered first as a donation to public schools and qualified non-profit charitable organizations preferably located within the Rancho Santiago Community College District service area.

The new professional services agreement has similar terms and conditions as the previous agreement and the auctioneer's commission fee remains at 45% of the gross sales which is competitive for off-site auctions. Other auctioneer services we contacted charge a higher percentage rate and most do not package surplus items, pick up or hold auctions unless the auction can be held on District property. The fee schedule from TLC Auctions includes but not limited to transportation of surplus items, vehicles, tagging, inventorying, set-up, advertising, marketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions. Their performance and service over the years has been excellent. The advantages of using TLC Auctions are that they take the majority of our surplus property which is increasingly rare among auctioneers and they are licensed e-waste collectors. The term of the new agreement is for three (3) years and will terminate on June 30, 2024.

RECOMMENDATION

It is recommended the Board of Trustees approve the Professional Services Agreement with TLC Auctions to conduct auctions on an as needed basis as presented.

Fiscal Impact:	Revenue to be Determined	Board Date: September 13, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, and TLC Auctions, having its principal business address located at 10012-10022 Citrus Avenue, Fontana CA 92335 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 September 14, 2021, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2024 (“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 See Exhibit A Dollars (\$See Exhibit A) ("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;

- d. Errors and Omissions/Professional Liability: (If applicable) For financial loss or harm caused to the district that arise out of vendor's professional services \$5,000,000 per occurrence / \$5,000,000 annual aggregate.
- e. Cyber Liability: (If applicable) For financial loss or harm caused to the district that arises out of loss or theft of data, breach of data, disruption of networks, intrusion of virus, malware, disclosure of private information, notification, credit monitoring, breach response costs, regulatory fines and penalties, and infringement of intellectual property \$2,000,000 per occurrence / \$2,000,000 annual aggregate.

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

Iris I. Ingram
Vice Chancellor of Business Services
2323 N. Broadway
Santa Ana, CA 92706

With a copy to: (District Department Responsible for Contract)
Linda Melendez
Director, Purchasing Services
2323 N. Broadway
Santa Ana, CA 92706

Contractor: Brian Kim
10012-10022 Citrus Avenue
Fontana, CA 92335

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: Iris I. Ingram

Print Title: Vice Chancellor, Business Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __ Brian Kim

Print Title: __ Managing Member at TLC Auctions

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.

For all the services, which TLC Auctions is obligated to perform under the terms of this three year Agreement, the District shall pay to TLC Auctions a standard Seller's Fee of 45 percent of gross sales. TLC Auctions shall provide a check made payable Rancho Santiago Community College District for net proceeds of auction. The check shall be delivered to the District no later than forty-five (45) business days after the sale and removal of sold items.

The duty of TLC Auctions shall be to serve as auctioneer and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. TLC Auctions has a security bond (#62307468) on file with the State of California and is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#116172). TLC Auctions shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.

It shall be the responsibility of TLC Auctions to obtain, at their expense, all required licenses and permits necessary to perform under this Agreement. District warrants that they are the owner of and have merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to TLC Auctions the right to convey a merchantable title to that property to the successful buyer at the auction. District shall offer all Board approved surplus property to auctioneer. In the event that District provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

TLC Auctions shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

TLC Auctions shall provide District with the selling price for each lot sold.

The term of this agreement shall be for a period of 3 years and will end on June 30, 2024.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement #00003972 Awarded to Invoke Learning	
Action:	Request for Approval	

BACKGROUND

The District has been using the services of Invoke Learning to advance its data strategy and analytics programs to better support data driven decision making as it relates to enrollment, retention, student success, engagement, and graduation. Invoke Learning's professional resources have been extremely beneficial to improve the District's data integrity, quality and overall data governance initiatives.

The Foundation for California Community Colleges (FCCC) recently awarded a piggybackable contract to Invoke Learning for use by California Community Colleges to provide discounted pricing on Invoke Learning's products and services. Invoke Learning's resources are critical to continue to support and enhance the District's data strategy initiatives. Utilization of this contract requires Board of Trustees approval.

ANALYSIS

Utilization of FCCC Master Services Agreement #00003972 will allow the District to acquire services and technical expertise from Invoke Learning at a discounted rate. The FCCC contract offers competitive pricing ranging from 33% to 75% off list price for products and from 20% to 23% off list price for services. Pricing can be locked in for periods of one, three or five years. This contract meets the legal requirements to piggyback, set forth in Public Contract Code #20652. The term of the contract is November 1, 2020 through October 31, 2023 with the option to extend up to two (2) one-year (1) terms. The contract will be used on an as needed basis.

This contract is to be funded by the ITS general operating budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the District's use of the Foundation for California Community Colleges (FCCC) Master Services Agreement #00003972 awarded to Invoke Learning, including any future renewals, addendums, supplements, modifications and extensions as presented.

Fiscal Impact:	Based on Utilization	Board Date: September 13, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

CollegeBuys Master Services Agreement



Agreement No. 00003972

This Master Agreement (“Agreement”) is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, (“Foundation”) and Invoke Learning, a Delaware corporation (“Supplier”).

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

The term of this Agreement is November 1, 2020 thru October 31, 2023.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Recitals	Pages 1-2
Exhibit B	Terms and Conditions	Pages 3-6
Exhibit C	Special Terms and Conditions	Pages 7-13
Exhibit D	Notices	Page 14
Exhibit E	General Provisions	Pages 15-16
Exhibit F	Products and Services	Pages 17-18
Exhibit G	Supplier Commitment & Program Promotion	Pages 19-20
Exhibit H	Sample Form of Supplier Quarterly Reporting to Foundation	Page 21
Exhibit I	Cooperative Utilization	Pages 22-31
Exhibit J	Contract Amendments/Modifications	Page 32

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

SUPPLIER

By: 
Lige Hensley (Nov 2, 2020 1:54 EST)

Print Name: Lige Hensley

Title: CEO

Date: Nov 2, 2020

SUPPLIER – second signature if applicable

By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: 

Print Name: Jorge J.C. Sales

Title: Executive Director, Program Development

Date: Nov 2, 2020

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES – signature 2 if applicable

By: 

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Nov 2, 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS SERVICES

To:	Board of Trustees	Date: September 13, 2021
Re:	Acceptance of Donation of Personal Protective Supplies	
Action:	Request for Approval	

BACKGROUND

Individuals and local organizations from time to time donate supplies and equipment to the Rancho Santiago Community College District for district-wide use. As prescribed in Board Policy 3820 such donations must be accepted by Board of Trustee action.

ANALYSIS

On July 21, 2021, Trustee Zeke Hernandez communicated with District management regarding a donation on behalf of LULAC #147 to the District consisting of various PPE supplies, e.g., disinfectant spray, vinyl gloves, disinfecting wipes and hand sanitizer. On July 27, 2021 District Warehouse staff assisted Trustee Hernandez with sorting, palletizing and the transportation of the donation to the District Warehouse. The supply has been inventoried and available for distribution to our colleges and centers. Attached is the donation letter from LULAC #147 via Trustee Hernandez.

RECOMMENDATION

It is recommended the Board of Trustees accept the donation from LULAC #147 of personal protective supplies as presented.

Fiscal Impact:	None	Board Date: September 13, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

League of United Latin American Citizens



Santa Ana LULAC Council #147

Established: National - 1929 | Santa Ana - 1946
Orange County LULAC District #1
PO Box 1810, Santa Ana, CA 92702-1810

August 2, 2021

Board of Trustees
Rancho Santiago Community College District (RSCCD)
2323 North Broadway Street
Santa Ana, California 92705

Honorable Trustees,

Santa Ana LULAC Council #147 was founded in 1946 as a non-profit organization, we are licensed with the League of United Latin American Citizens, with its national office in Washington DC. LULAC is our nation's largest and oldest Latino civil rights volunteer-based organization, empowering the Latino community in the U.S. and Puerto Rico. Members volunteer its services to address important issues, meeting the needs of today and confronting the challenges of tomorrow.

We value our decades-long positive relationships with local educational institutions in addressing mutuals goals educating our young scholars and assisting them to achieve their dreams.

Through our programs, we are pleased to provide RSCCD with supplies of Personal Protection Equipment (PPE) that is being distributed to locales in California, Texas, Florida, and New England. This generous contribution is made possible through National LULAC's collaboration with AT&T. In California PPE supplies were also delivered to Anaheim Convention Center, Anaheim Union High School District, as well as other entities in Riverside and Ventura. These supplies were delivered and picked up by RSCCD personnel on July 27, 2021.

Again, we are please to provide this generous donation of PPEs for use by students and district/campus employees of RSCCD. Please contact me at your convenience if you are in need of additional information (714-581-1549 / zekeher@yahoo.com).

Sincerely

/s/ Zeke Hernandez

President

SANTA ANA LULAC #147 MEMBERS:

Richard Lyons, Vice President
Rocio Tlaseca, Secretary
Viola Myre, Treasurer

Hon. Lou Correa, Hon. Nelida Mendoza, Hon. John Palacio, Hon. Arturo Montez, Hon. Jose Solorio (Ret), Hon. Sal Mendoza (Ret), Carole Vargas, Veronica Arellano, Tony Alvarez, Diane Alvarez, Jaime Sonne-Diddi, Roxana Rodarte, George Casillas, Sam Hejza, Ken Hastings, Arturo Saucedo, Maria Solis-Martinez, Rufino Martinez, Mike Flores, Jess Saenz, Nellie Saenz, Manuel Padilla, Francisco Torres, Lucy Santamaria, Brittany Torres Carrillo, Irene Gonzales, Irma Silva.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS SERVICES

To:	Board of Trustees	Date: September 13, 2021
Re:	Acceptance of Vendor Name Change	
Action:	Request for Approval	

BACKGROUND

The Rancho Santiago Community College District Board of Trustees has approved a number of agreements with Cumming Construction Management, Inc. for project management and cost consulting projects district-wide.

On July 29, 2021 Rancho Santiago Community College District was informed that Cumming Construction Management, Inc. has changed their name to Cumming Management Group, Inc. and remains at the same location in the city of Murrieta. The name change was filed with the State of California to do business under the new name and an updated W-9 form has been provided to the District.

ANALYSIS

In order to avoid interruption of existing services and to make payments for services rendered timely, it is necessary to seek acceptance by the Board of Trustees to change the vendor name in our vendor database in Colleague. The name change does not amend the current services provided or cost. Cumming Management Group, Inc. is committed to providing the same level of service that Cumming Construction Management, Inc. contractually committed to fulfill in previous Board approved services.

RECOMMENDATION

It is recommended the Board of Trustees accept the vendor name change request from Cumming Construction Management, Inc. to Cumming Management Group, Inc. as presented.

Fiscal Impact:	N/A	Board Date: September 13, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS SERVICES

To:	Board of Trustees	Date: September 13, 2021
Re:	Acceptance of Vendor Name Change	
Action:	Request for Approval	

BACKGROUND

For more than 30 years, Schick Records Management has provided contracted services for secure record storage and management to Rancho Santiago Community College District. Schick Records Management services comprise of record storage, retrieval, and destruction services.

On August 16, 2021 Rancho Santiago Community College District was informed that Schick Records Management has merged with and changed their name to Vital Records Control. Schick Records Management remains at the same location in the city of Tustin. The name change was filed with the State of California to conduct business under the new name and an updated W-9 has been provided to the District.

ANALYSIS

In order to avoid interruption of existing services and make payments for rendered services in a timely manner, it is necessary to seek acceptance by the Board of Trustees to change the vendor name in our vendor database in Colleague. The name change does not amend the current services being provided or the cost. Vital Records Control is committed to providing the same level of service that Schick Records Management contractually committed to fulfill in the previous Board approved services.

RECOMMENDATION

It is recommended the Board of Trustees accept the vendor name change request from Schick Records Management to Vital Records Control as presented.

Fiscal Impact:	N/A	Board Date: September 13, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE – BUSINESS SERVICES

To:	Board of Trustees	Date: September 13, 2021
Re:	Accept and Award of RFQ #2122-001 - Redistricting Services	
Action:	Request for Approval	

BACKGROUND

As a result of the decennial census, Rancho Santiago Community College District must review and potentially re-draw its boundaries for equal representation of their constituents in accordance with the Fair Maps Act and the California Voting Rights Act (CVRA). The District no longer has “at-large” representation, but seeks to review and potentially re-draw current district boundaries to better reflect demographic changes and constituent needs. The consultant is expected to deliver over the next 20-21 weeks, the following services and deliverables: an introduction and overview of the process presentation for both the Board of Trustees and members of the public; develop maps of the district’s and internal member boundaries; conduct three (3) public hearings for communities of interest, take public and Board of Trustees feedback from those hearings; draft maps based on interest testimony and traditional redistricting criteria; meet with members of the Ad Hoc Committee on Redistricting Services and the Board of Trustees, as needed; a final plan for adoption; and complete the redistricting process for the Orange County Registrar of Voters by the statutory required date of February 22, 2022.

ANALYSIS

On August 25, 2021 the District issued a Request for Quote RFQ #2122-001 for Redistricting Services with a deadline for consultants to submit a proposal by September 2, 2021. The RFQ was posted on the District’s website under “Bid Opportunities”, the District emailed the RFQ to eight (8) consultant services firms followed by a hard copy, to each, via first class mail.

Proposals and pricing for redistricting services were received from the following consultants:

Consultant	Location	Price
ARDA Campaigns LLC	Anaheim, CA	\$27,000
Cooperative Strategies	Irvine, CA	\$15,700 + additional meetings above required at \$850 per meeting
Redistricting Partners	Sacramento, CA	\$33,000 or \$50,000 depending on option selected

The three proposals were evaluated on September 3, 2021 by an evaluation team including Iris Ingram, Vice Chancellor, Business Services; Dr. Bart Hoffman, Vice President, Administrative Services at Santa Ana College and Linda Melendez, Director, Purchasing Services. Based upon

the thorough review of each submission, and review and discussion at the September 8, 2021 Board of Trustees Ad-Hoc Committee on Redistricting, the District unanimously recommends Cooperative Strategies to the Board of Trustees for award of RFQ #2122-001 – Redistricting Services.

RECOMMENDATION

It is recommended the Board of Trustees accept and award RFQ #2122-001 – Redistricting Services to Cooperative Strategies as presented.

Fiscal Impact:	\$15,700	Board Date: September 13, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed.

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. College Assistance Migrant Program – Year 5 (SCC) Fifth year of a five-year federal grant from the U.S. Department of Education to assist migrant students to complete their first academic year of college and to continue in post-secondary education (21/22). <i>No match required.</i>	07/01/2021	\$425,000
2. Talent Search – Year 3 (SAC) Fourth year of a five-year federal grant from the U.S. Department of Education to increase retention, graduation, and college-going rates of City of Santa Ana’s 8th – 12th grade students. (21/22). <i>No match required.</i>	08/05/2021	\$430,487
3. Youth Empowerment Strategies for Success – Independent Living Program (YESS-ILP) (SAC) Sub-award from the Foundation for California Community Colleges (FCCC) for the Youth Empowerment Strategies for Success – Independent Living Program grant funded by the U.S. Department of Health & Human Services through the California Department of Social Services. The FCCC provides centralized fiscal and administrative services to community college districts to help foster youth successfully transition into adulthood. Santa Ana College (SAC) will provide curricula, assessment, and financial literacy and life skills training for foster youth and youth on probation between the ages of 16 through 21. (21/22). <i>The match required is \$51,758 that will be met entirely by SAC certified staff and services to foster youth from Student Equity and Achievement Program in-kind contributions.</i>	07/01/2021	\$22,500

RECOMMENDATION

It is recommended that the Board approve these items and that the Vice Chancellor, Business Services or her designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact:	\$877,987	Board Date: September 13, 2021
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

SPECIAL PROJECT DETAILED BUDGET # 1209

NAME: CAMP (College Assistance Migrant Program) - Santiago Canyon College (Yr. 5)

FISCAL YEAR: 2021/22

CONTRACT PERIOD: 07/01/21 - 06/30/22

PROJ. ADM. Lori Jordan

CONTRACT INCOME: \$425,000

PROJ. DIR. Miguel Luna (Interim)

Prime Sponsor: US Dept. of Education

Date: 07/29/21

Fiscal Agent: Rancho Santiago CCD

CFDA #: 84.149A; Award # S149A170015-21

Account	Object Description	Debit	Credit
12-1209-000000-20000-8199	Other Federal Revenues		425,000
12-1209-493010-29325-1315	Int/Sum-Instructors,Part-Time - Diana Diaz (Summer 2021 - CAMP Counseling 101)	4,118	
12-1209-493010-29325-3111	STRS - Instructional	697	
12-1209-493010-29325-3321	Medicare - Instructional	60	
12-1209-493010-29325-3431	H & W - Retiree Fund Inst	82	
12-1209-493010-29325-3511	SUI - Instructional	21	
12-1209-493010-29325-3611	WCI - Instructional	62	
12-1209-631000-29325-1430	Part-Time Counselors - Diana Diaz (Fall 2021 - 20 hrs/wk x 17 wks) (Spring 2022 - 20 hrs/wk x 17 wks)	44,078	
12-1209-631000-29325-1435	Int/Sum - Counselors,Part-Time - Diana Diaz (Interession 20hrs/week x 4wks) (Summer - 20hrs/week x 5 wks)	11,668	
12-1209-631000-29325-3115	STRS - Non-Instructional	9,433	
12-1209-631000-29325-3325	Medicare - Non-Instructional	809	
12-1209-631000-29325-3435	H & W - Retiree Fund Non-Inst	1,115	
12-1209-631000-29325-3515	SUI - Non-Instructional	279	
12-1209-631000-29325-3615	WCI - Non-Instructional	837	
12-1209-649000-29905-2110	Classified Management - Miguel Luna - Director, Special Programs @ 33%	31,291	
12-1209-649000-29905-2130	Classified Employees - Erica Jaimes - Senior Clerk (90%)	57,292	
12-1209-649000-29905-2310	Classified Employees - Ongoing - Gloria Reyes (19 hrs/wk ongoing)	24,923	
12-1209-649000-29905-2320	Classified Employees - Hourly - Gloria Reyes (6 hrs/wk x 39 weeks)	5,738	
12-1209-649000-29905-3215	PERS - Non-Instructional	27,319	
12-1209-649000-29905-3315	OASDHI - Non-Instructional	7,547	
12-1209-649000-29905-3325	Medicare - Non-Instructional	1,765	
12-1209-649000-29905-3415	H & W - Non-Instructional	24,966	
12-1209-649000-29905-3435	H & W - Retiree Fund Non-Inst	2,435	
12-1209-649000-29905-3515	SUI - Non-Instructional	609	
12-1209-649000-29905-3615	WCI - Non-Instructional	1,826	
12-1209-649000-29905-3915	Other Benefits - Non-Instruct	2,472	
12-1209-649000-29905-4310	Instructional Supplies	5,000	
12-1209-649000-29905-4610	Non-Instructional Supplies	10,000	
12-1209-649000-29905-4710	Food and Food Service Supplies	10,000	

SPECIAL PROJECT DETAILED BUDGET # 1209

NAME: CAMP (College Assistance Migrant Program) - Santiago Canyon College (Yr. 5)

FISCAL YEAR: 2021/22

CONTRACT PERIOD: 07/01/21 - 06/30/22

PROJ. ADM. Lori Jordan

CONTRACT INCOME: \$425,000

PROJ. DIR. Miguel Luna (Interim)

Prime Sponsor: US Dept. of Education

Date: 07/29/21

Fiscal Agent: Rancho Santiago CCD

CFDA #: 84.149A; Award # S149A170015-21

Account	Object Description	Debit	Credit
12-1209-649000-29905-5100	Contracted Services	19,390	
12-1209-649000-29905-5220	Mileage/Parking Expenses	2,000	
12-1209-649000-29905-5300	Inst Dues & Memberships	1,500	
12-1209-649000-29905-5905	Other Participant Travel Exp	5,000	
12-1209-649000-29905-5925	Postage : Student Development	1,000	
12-1209-649000-29905-5940	Reproduction/Printing Expenses	3,000	
12-1209-649000-29905-5966	Transportation - Student	5,000	
12-1209-675000-29905-5210	Conference Expenses - Travel	20,000	
12-1209-732000-29905-7620	Fees Paid to Students	14,307	
12-1209-732000-29905-7670	Other Exp Paid for Students	10,000	
Total 1209 CAMP - SCC Yr 5	Total Direct Costs	367,639	425,000
12-1209-679000-20000-5865	Indirect Costs (8% of direct costs above)	29,411	
12-1209-732000-29905-7610	Books Paid for Students	27,950	
Total 1209 CAMP - SCC Yr 5	TOTAL CAMP PROJECT	425,000	425,000

ABSTRACT

Name and Location of Applicant: Santiago Canyon College in Orange, California.

Project Objectives and Activities: Objective 1: Enroll 43 CAMP participants each year; Objective 2: 86% of CAMP participants will complete their 1st academic year in good standing; Objective 3: 85% of CAMP participants will continue in postsecondary education after completion of their 1st academic year; Objective 4: 100% of CAMP participants will secure financial support for college; Objective 5: 75% of CAMP participants will progress from to college-level math and English courses, each year; Objective 6: 40% of each year's cohort will be eligible to earn a degree and/or transfer by the end of their third year; Objective 7: 75% of CAMP participants will engage in career exploration activities by the end of their first year; and Objective 8: 43 parents and family members will participate in educational, cultural or financial activities, each year. Activities: case-management counseling, tutoring, mentoring, assessment, targeted skill-development, financial aid & literacy workshops, summer bridge, internships, leadership development, financial aid assistance, and graduation and transfer advisement.

Applicable Priorities: *Competitive:* Prior experience of CAMP project. *Invitational:* 1) promote STEM education and 2) engage faith-based and community organizations. **Proposed project outcomes:** *Annual:* outreach to 500 migrant families; 700 hours of case-management style counseling; 3 bi-lingual financial aid & financial literacy workshops; 40 self-development leadership activities; 4-5 STEM exploration activities; 30 career exploration activities. *Each Semester:* 960 hours of tutoring; 3 program orientations; 4 parent engagement workshops. *Weekly:* 5 hrs/wk of targeted skill development. **Number of participants to be served annually:** 43 new participants that commute. **Number and location of proposed sites:** one site, on-campus in Orange, California. **Project targets for meeting each of the GPRA measures each year:** 1) 86% of participants will complete the first year, and 2) 85% will enroll in the second year.

SPECIAL PROJECT DETAILED BUDGET # 1698

NAME: Talent Search - Year 4

FISCAL YEAR: 2021/22 & 2022/23

CONTRACT PERIOD: 09/01/21 to 08/31/22

PROJ. ADM. Alicia Kruienza

CONTRACT INCOME: \$430,487

PROJ. DIR. Rosio Becerra

Prime Sponsor: U.S. Department of Education

Date: 08/24/2021

Fiscal Agent: RSCCD

CFDA #: 84.044A; Prime Award #: P044A180657

GL Account	Description	Debit	Credit
12-1698-000000-10000-8120	Higher Education Act : Santa Ana College		430,487
12-1698-070600-15140-1313	Beyond Contract - Instructor (30 hours)	2,522	
12-1698-070600-15140-3111	STRS - Instructional	427	
12-1698-070600-15140-3321	Medicare - Instructional	37	
12-1698-070600-15140-3431	H & W - Retiree Fund Inst	51	
12-1698-070600-15140-3511	SUI - Instructional	13	
12-1698-070600-15140-3611	WCI - Instructional	38	
12-1698-499900-19565-2420	Inst Assistant - Hourly : Talent Search (30 hours)	602	
12-1698-499900-19565-3321	Medicare - Instructional : Talent Search	9	
12-1698-499900-19565-3331	PARS - Instructional : Talent Search	8	
12-1698-499900-19565-3431	H & W - Retiree Fund Inst : Talent Search	13	
12-1698-499900-19565-3511	SUI - Instructional : Talent Search	4	
12-1698-499900-19565-3611	WCI - Instructional : Talent Search	10	
12-1698-649000-19565-2110	Classified Management : Talent Search	128,118	
12-1698-649000-19565-2310	Classified Employees - Ongoing : Talent Search - Elizabeth Lomeli (12 months) - Mayra Mendez (12 months) - 3 Student Services Specialists (10 months)	118,275	
12-1698-649000-19565-2320	Classified Employees - Hourly : Talent Search - Student Services Coordinator (40 hrs) - Student Services Specialists (90 hrs)	3,575	
12-1698-649000-19565-3215	PERS - Non-Instructional : Talent Search	58,381	
12-1698-649000-19565-3315	OASDHI - Non-Instructional : Talent Search	15,655	
12-1698-649000-19565-3325	Medicare - Non-Instructional : Talent Search	3,661	
12-1698-649000-19565-3415	H & W - Non-Instructional : Talent Search	27,014	
12-1698-649000-19565-3435	H & W - Retiree Fund Non-Inst : Talent Search	5,050	
12-1698-649000-19565-3515	SUI - Non-Instructional : Talent Search	1,262	
12-1698-649000-19565-3615	WCI - Non-Instructional : Talent Search	3,787	
12-1698-649000-19565-3915	Other Benefits - Non-Instruct : Talent Search	2,530	
12-1698-649000-19565-4610	Non-Instructional Supplies : Talent Search - General Office Supplies - Senior Summer Academy Supplies - Intermediate Program Supplies - Intermediate Program Drone Kits	3,715	

SPECIAL PROJECT DETAILED BUDGET # 1698

NAME: Talent Search - Year 4

FISCAL YEAR: 2021/22 & 2022/23

CONTRACT PERIOD: 09/01/21 to 08/31/22

CONTRACT INCOME: \$430,487

PROJ. ADM. Alicia Kruienza

PROJ. DIR. Rosio Becerra

Prime Sponsor: U.S. Department of Education

Date: 08/24/2021

Fiscal Agent: RSCCD

CFDA #: 84.044A; Prime Award #: P044A180657

GL Account	Description	Debit	Credit
12-1698-649000-19565-4710	Food and Food Service Supplies : Talent Search - Senior Summer Academy: Lunches & Snacks/drink - Intermediate STEM Academy: Lunches & Snacks/drink	4,620	
12-1698-649000-19565-5100	Contracted Services : Talent Search - Tried & True Study Smart Tutors	5,000	
12-1698-649000-19565-5220	Mileage/Parking Expenses : Talent Search	100	
12-1698-649000-19565-5300	Institutional Dues & Memberships - COE & WESTOP	1,150	
12-1698-649000-19565-5630	Maint Contract - Office Equip : Talent Search	150	
12-1698-649000-19565-5850	Fingerprinting	512	
12-1698-649000-19565-5905	Other Participant Travel Exp : Talent Search - Lunches for students during Field Trip & Southern Cal. Universities	1,600	
12-1698-649000-19565-5940	Reproduction/Printing Expenses : Talent Search	100	
12-1698-649000-19565-5950	Software License and Fees : Talent Search	1,600	
12-1698-649000-19565-5966	Transportation - Student : Talent Search	3,400	
12-1698-675000-19565-5210	Conference Expenses - Travel : Talent Search	4,490	
12-1698-679000-10000-5865	Indirect Costs : Santa Ana College	31,888	
12-1698-732000-19565-7620	Fees Paid for Students : Talent Search	1,120	
		430,487	430,487

ABSTRACT

Santa Ana College (SAC), one of two community colleges in the Rancho Santiago Community College District, located in city of Santa Ana in Southern California, will provide a Talent Search Program at eight target schools in the Santa Ana Unified School District (SAUSD): Heninger Elementary, Lathrop Intermediate, Sierra Preparatory Academy and Willard Intermediate, and Century, Saddleback, Santa Ana and Valley High Schools. SAC will provide Talent Search services to 776 students each year: 58 students at each middle school and 136 students at each of the four target high schools.

Santa Ana is a majority-minority city: 98% of students in the target schools are Hispanic/Latino. Students in the city of Santa Ana come from a community filled with hope for a better life, but also one faced with significant obstacles to academic attainment. At the proposed target schools 90% students are low-income, 36% are English Learners, and, based on SAT scores, 63% did not meet the math standard and 75% did not meet the reading/writing standard.

SAC's Talent Search Program will provide thorough needs assessments, educational planning, case-management style monitoring and support, tutoring, connections to supplemental instruction resources, self- and career-exploration, college and career pathways including dual enrollment, financial aid and financial literacy workshops for students and parents, a Summer STEM Academy for middle school students, a Summer College Prep Program for seniors, and college/education/cultural field trips. These services are designed to improve student's self-efficacy and development, academic development, and college and career readiness and planning to significantly increase their persistence in educational pathways leading to college enrollment and completion.

SAC's proposed Talent Search Program will address Competitive Preference Priorities 1 – Fostering Knowledge and Promoting Skill Development, Competitive Preference Priority 2 – Promoting Science, Technology Engineering, or Math Education, and Competitive Preference Priority 3 – Program Demonstrates a Rationale.

Performance Objectives	SAC Talent Search Objective Target Rates
1) Increase persistence	90%
2) Increase graduation	85%
3) Increase graduation – rigorous program of study	51%
4) Increase enrollment in a post-secondary education	80%
5) Increase completion of a post-secondary credential	40%

SPECIAL PROJECT DETAILED BUDGET #1903

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

FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 07/01/2021 - 06/30/2022

PROJ ADMIN: Alicia Fruizenga

CONTRACT INCOME: \$22,500

PROJ DIR: Sylvia Sanchez

Prime Sponsor: US Department of Health & Human Services

Fiscal Agent: Founaction for California Community Colleges

CFDA #: 93.674; Grant Agreement # 00004767_Santa Ana College

Date: 08/20/21

Account	Object Description	Debit	Credit
12-1903-000000-10000-8199	Other Federal Revenues		22,500
12-1903-631000-19310-1430	Part-Time Counselors - Sylvia S.	9,723	
12-1903-631000-19310-1480	Part-Time Reassigned Time - ILP Workshop Trainer	1,000	
12-1903-631000-19310-3115	STRS - Non-Instructional	1,710	
12-1903-631000-19310-3325	Medicare - Non-Instructional	155	
12-1903-631000-19310-3435	H & W - Retiree Fund Non-Inst	214	
12-1903-631000-19310-3515	SUI - Non-Instructional	5	
12-1903-631000-19310-3615	WCI - Non-Instructional	161	
12-1903-649000-19310-4610	Non-Instructional Supplies - Suppies for Module/Youth Skills Development Classes (instructional supplies - \$800) - ILP Workshops (\$250) & Retreat's supplies (\$200)	1,250	
12-1903-649000-19310-4710	Food and Food Service Supplies - Food (\$1,433) - Fall Kick Off Event (\$550) - Spring Semester Starter Event (\$500) - Foster Youth University Tours (\$225) - Outreach Events/Dinners/Year-End Celebration (\$909) - Retreat - snacks (\$65)	3,682	
12-1903-649000-19310-5100	Contracted Services - Consultant (\$1,000) - Retreat Location (\$2,400)	3,400	
12-1903-732000-19310-7670	Other Exp Paid for Students - Meal tickets paid for Students (\$7/ea x 100 tickets)	700	
12-1903-675000-19310-5210	Conference Expenses - Travel	500	
Total 1903 YESS - ILF		22,500	22,500

In-Kind Match: (Certified Expend \$51,758)

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

YOUTH EMPOWERMENT STRATEGIES FOR SUCCESS – INDEPENDENT LIVING PROGRAM

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

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

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 13, 2021
Re: Approval of Sub-Agreement between RSCCD and SCORE Association on behalf of SCORE Orange County for the Strong Workforce Program – Local Funds Initiative (#DO-18-2184-01)	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District received apportionment funds from the California Community Colleges Chancellor's Office for the "Strong Workforce Program" Local Funds Initiative to improve the quality and increase the quantity of community college Career Technical Education (CTE) courses, programs, and pathways to achieve successful workforce outcomes including the recommended provision of student services related to career exploration, job readiness, job placement, and work-based learning.

ANALYSIS

Strong Workforce Program local funds will be allocated to SCORE Orange County to provide students enrolled at Santa Ana College School of Continuing Education, with services to complement classroom instruction. These services may include one or more of the following: classroom guests and community speakers, SCORE mentors, and resource networks. The enclosed sub-agreement (#DO-18-2184-01) outlines the terms of the project. The period of performance is September 14, 2021, through March 30, 2022. The cost shall not exceed \$20,570.00.

The project director is Osiel Madrigal, Coordinator and Department Chair and the project administrator is Lorena Chavez, Interim Dean, Instruction and Student Services, Continuing Education.

RECOMMENDATION

It is recommended that the Board approve the sub-agreement and that the Vice Chancellor, Business Services or her designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$20,570.00 (grant funded)	Board Date: September 13, 2021
Prepared by: Alejandra L. Landa, Interim Director, Special Programs	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SCORE ASSOCIATION**

**FOR THE
STRONG WORKFORCE PROGRAM – LOCAL FUNDS INITIATIVE**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 13th of September 2021, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **SCORE ASSOCIATION on behalf of SCORE Orange County** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement. This Agreement is based on the Strong Workforce Program – Local Funds Initiative agreement between the RSCCD and the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”).

WHEREAS, the Rancho Santiago Community College District received a categorical apportionment award entitled “Strong Workforce Program” Local Funds Initiative from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), to improve the quality and increase the quantity of community college Career Technical Education (CTE) courses, programs, and pathways to achieve successful workforce outcomes by addressing recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness, job placement, and work-based learning.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Agreement according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to implement the work in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from September 14, 2021 through March 30, 2022.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$20,570.00 USD, to be funded by the Strong Workforce Program Local Initiative – *Entrepreneurship Mentoring Program for SCE Career Education Students*.

4. Budget

SUBCONTRACTOR agrees that the expenditures of funds under this Agreement will be in accordance with the project Budget (*Exhibit B*), which by reference is incorporated into this Agreement.

5. Payment

A 50% advance payment of the “Total Cost” will be issued to SUBCONTRACTOR upon receipt of the fully executed Agreement and an invoice requesting payment in full. Payment to SUBCONTRACTOR shall not exceed the amount listed under “Total Cost”.

6. Invoices

Quarterly invoices must be itemized, include the Agreement number (refer to footer), and include back-up documentation for expenditures submitted for payment. Final payment is contingent upon successful completion of the Scope of Work (Exhibit A), upon receipt of a final invoice requesting payment due by **February 28, 2022**, and the Project Director’s certification of the final report. Invoices should be submitted to:

Rancho Santiago Community College District
ATTN: Lorena Chavez, Interim Dean, Instruction and Student Services
Santa Ana College | Santiago Canyon College
Continuing Education
2900 West Edinger Avenue
Santa Ana, CA 92704
[Chavez Lorena@sac.edu](mailto:Chavez.Lorena@sac.edu)

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, upon request, for the duration of the Agreement. SUBCONTRACTOR will submit a quarterly report on December 2021 and March 2022 to the Project Director via email at [Chavez Lorena@sac.edu](mailto:Chavez.Lorena@sac.edu) in a timely manner. The Final report must be submitted by March 30, 2022.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all funding requirements and that it is solely responsible for the appropriate expenditure of all funds received and for any misappropriation or dis-allowment of Grant funds.

9. Time Extensions

RSCCD will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the

timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to December 31, 2021.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Rules for Deliverables

- A. Any document or written report prepared in whole or in part by Parties shall reference the Strong Workforce Program relating to the preparation of such document or written report.
- B. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).
- C. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of five (5) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits,

any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Insurance

The parties are self-insured public entities for the purposes of professional liability, general liability and workers' compensation. Each Party warrants that through its program of self-insurance it has adequate liability, general liability and workers' compensation to provide coverage for liabilities arising out of the Parties performance of this contract.

16. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused by the sole negligence or the willful misconduct of the non-indemnifying party or any of its agents or employees.

17. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD shall reimburse SUBCONTRACTOR for costs incurred for the completion of the work described in *Exhibit A*.

, including without limitation, all non-cancelable obligations incurred through the date of termination.

18. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise

furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of the FISCAN AGENT or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Iris I. Ingram, Vice Chancellor of Business Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, Ingram_Iris@rsccd.edu

Lorena Chavez, Interim Dean, Instruction and Student Services
Santa Ana College | Santiago Canyon College
Continuing Education
2900 West Edinger Avenue
Santa Ana, CA 92704-3902
(714) 241-5845 , Chavez_Lorena@sac.edu

SUBCONTRACTOR:

SCORE Association
1175 Herndon Parkway, Suite 900
Herndon, VA 20170

Primary Contact:

Name: David Wild
Title: Outreach Grant Manager, SCORE Orange County
Address: 5 Hutton Center Drive #900
Santa Ana, CA 92707
Phone: 949-422-8654
Email: Dwild2climb@gmail.com

Fiscal Contact:

Name: Zoila Sanguinetti
Title: Treasurer, SCORE Orange County
Address: 5 Hutton Center Drive #900
Santa Ana, CA 92707
Phone: 949-559-5750
Email: Zoila.sanguinetti@scorevolunteer.org

20. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby

21. Waiver

Any waiver by RSCCD of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of RSCCD to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping RSCCD from enforcing the terms of this Agreement.

22. Severability

If any provision in 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 without being impaired or invalidated in any way.

23. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

As the Agreement is contingent upon the availability of funds, and is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Order that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

24. Assurances

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill, and with the guidance documents provided by the California Community College Chancellor's Office, as set forth and incorporated into this Agreement by reference.

By signing this Agreement the SUBCONTRACTOR certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance,

Participation in Project-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

25. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *SCORE Association
on behalf of SCORE Orange County*

By: _____
Name: Iris I. Ingram

By: _____
Name: _____

Title: Vice Chancellor, Business Services

Title: _____

Date: _____

Date: _____

Board Approval Date: September 13, 2021

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Project Budget

Exhibit C: Guidelines, Definitions and Reasonable Standards for SWP

Exhibit D: Trailer Bill Language for Strong Workforce Program

To access the sub-agreement exhibits C&D, please [click here](#).

Exhibit A

SCORE Orange County Scope of Work

BACKGROUND

Since SCORE was founded in 1964, they have educated more than 11 million established and aspiring entrepreneurs. Starting and growing a small business can be challenging, but you don't have to go it alone. SCORE along with the Small Business Association (SBA) and other partner resources provides an excellent launchpad for new business & full development of the "entrepreneurial" mindset, a skill so valued today in corporate America.

SCORE Orange County uses interactive curriculum, workshops, local speakers, City & Chamber relationships, and its 105 volunteer mentors to ensure success. Prospective entrepreneurs with a mentor are five times more likely to start a business – and small business clients who receive 3+ hours of mentoring report higher revenues and increased business growth.

SCORE launched in 2020 a program taught in Spanish which proved to be a huge success. We will expand that language approach and add a new program taught in Vietnamese and English.

PLANNED APPROACH

SCORE Orange County will assume the responsibility to ensure the following Strong Workforce Program (SWP) metrics and recommendations are met:

- Number of enrollments
- Students who attained a noncredit workforce milestone in a single year
- Students who earned a degree or certificate
- Students with a job closely related to their field of study
- Student Success
- Career Pathway

Santa Ana College School of Continuing Education students will receive one or more of the following services:

- **Entrepreneurship Program: The 10 Simple Steps to Starting your Business**
 - Programs will be taught in Spanish, Vietnamese, and English. Topics include:
 - Entrepreneurship Mindset
 - Soft Skills Required
 - Common Business Structures
 - Making it Legal
 - Business Planning
 - Market & Competitive Research
 - Pricing the Product or Service

- Marketing your Business
 - Financial Matters
 - No or No-Go - Decision Making
- **Guest Speakers:** Speakers from the community---Banking Officers from Union Bank & Bank of America, Grow with Google, and leading Business Owners from the Hispanic & Vietnamese community.
- **SCORE 1-on-1 Mentor:** Speak directly with an expert business mentor regarding the student’s Business Idea. A student can identify the areas he needs further assistance and through our local dispatch or website, an appointment can be made for a zoom or in-person meeting with a mentor.
- **Resource Network:** As part of the planned approach, the student will be traduced to the smart, accessible and free resources that the Federal, State, County & City provide. SCORE will provide detail contact introductions to the Cities of Garden Grove, Santa Ana, Anaheim & Irvine---both in Economic Development and Chamber of Commerce.

PARTICIPANT RECORDS AND DATA COLLECTION

- **SCORE Orange County:** SCORE and Santa Ana College’s input system will manage the class list and participation tracking. Data base is established for further contact individually by Santa Ana College and SCORE Orange County so further development of the Business Concept and Future Learning is well stimulated and managed.
 - a) Customer Tracking: Attendance, Small student team group participation
 - b) Program Activities: Attendance, Business Plan Completion, Weekly Class Questions – response grading, Business Idea Presentation to Group, Small student team groups—close interaction
 - c) Outcomes: Closing program activities is manually entered by staff.
 - d) Follow Up: After class completion, SCORE offers mentorship to ensure further engagement in developing out the Business Idea. Mentors will encourage connection to Chamber & Industry peer groups to further their out of classroom learning.
- **Reports:** SCORE and Santa Ana College’s input system
 - a) Total Enrollment Summary
 - b) Business Team Activity Reports
 - c) Program Summary Reports including Outcomes submitted by Thursday, March 30, 2022.

Exhibit B

SCOPE OF WORK
SCORE Orange County

Strong Workforce Program (SWP)
Budget 2021-22

Entrepreneurship WORKSHOP--Spanish & Vietnamese

Course Instructors	\$4,500
Guest Speakers	\$2,000
Course Curriculum Preparation	\$4,500
Translation Service	\$3,670
Course Materials	\$1,200
Marketing/Partner Outreach	\$1,800
Landing Page Content in Spanish	\$2,900
TOTAL BUDGET	\$20,570

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Educational Services**

To: Board of Trustees	Date: September 13, 2021
Re: Approval of Corrections to Sub-Agreement between RSCCD and Culver City Unified School District selected to host the Strong Workforce Program K12 Pathway Coordinators (Year 3) (#DO-20-2582-04)	
Action: Request for Approval	

BACKGROUND

RSCCD was selected by the California Community Colleges Chancellor's Office (CCCCO), Workforce and Economic Development Division (WEDD) to serve as the Fiscal Agent for the Strong Workforce Program (SWP) K12 Pathway Coordinators for the Los Angeles (LA) and Orange County (OC) regions. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the local educational agencies (LEAs) to implement projects that strengthen the career education pathways from K-12 to the community college system that pertain to in-demand, high-wage occupations in the region.

ANALYSIS

The sub-agreement (#DO-20-2582-04) between RSCCD and Culver City Unified School District to host the Strong Workforce Program K12 Pathway Coordinator serving Los Angeles Community College District for Year 3 was previously approved by the Board of Trustees on July 12, 2021. Prior to executing the sub-agreement, the Culver City Unified School District was selected to also host the K12 Pathway Coordinator serving the Santa Monica Community College District area. The changes constitute the addition of the K12 Pathway Coordinator serving the Santa Monica Community College District area. There is no fiscal impact.

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

It is recommended that the Board approve the corrections to the sub-agreement and that the Vice Chancellor, Business Services or her designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: None	Board Date: September 13, 2021
Prepared by: Alejandra L. Landa, Interim Director, Special Programs	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CULVER CITY UNIFIED SCHOOL DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 13th day of September, 2021, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Culver City Unified School District** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”).

WHEREAS, the PRIME SPONSOR, has directed RSCCD to sub-grant and contract with Local Educational Agencies to host K12 Pathway Coordinators to provide technical assistance and support to local educational agencies in implementing career technical education courses, programs, and pathways.

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

WHEREAS, SUBCONTRACTOR has agreed to host the **Strong Workforce Program K12 Pathway Coordinators** serving the **Los Angeles Community College District** and **Santa Monica Community College District** in the **Los Angeles County Region**, and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2021, through December 31, 2022.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$260,000.00

(includes \$130,000.00 per community college district (CCD) served).

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 70% and a final payment of 30%. Payment will not exceed the amount listed above under Article I.3. "Total Costs". RSCCD will provide the invoice form and instructions to the SUBCONTRACTOR.

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to Sarah Santoyo (Santoyo_Sarah@rsccd.edu) and Alejandra Landa (Landa_Alejandra@rsccd.edu). The subject line of the e-mail should be written as follows: "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #"

Refer to the invoice form and instructions (*Exhibit B*) for the process to submit the invoice. NOTE: An electronic version of the invoice form and instructions will be provided to the SUBCONTRACTOR.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Program Design Requirements

RSCCD may request SUBCONTRACTOR to follow specific processes and procedures, complete forms or toolkits, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards. Technical assistance, training and support services will be provided to assist SUBCONTRACTOR with responding to these requests.

9. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to and approved by RSCCD. Substantial changes are those that

would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and

expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused by the sole negligence or willful misconduct of the non-indemnifying party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo, Assistant Vice Chancellor, Educational Services
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; Santoyo_Sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Iris I. Ingram, Vice Chancellor of Business Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340; Ingram_Iris@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Name: Heather Moses
Title: Arts Coordinator
Address: 4034 Irving Place
City, State Zip: Culver City, CA 90232
Phone No.: (310) 842-4220 ext 4230
E-mail: heathermoses@ccusd.org

Fiscal Contact:
Name: _____
Title: _____
Address: _____
City, State Zip: _____
Phone No.: _____
E-mail: _____

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (*Exhibit D* - Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Culver City Unified
School District*

By: _____
Name: Iris I. Ingram

By: _____
Name: _____

Title: Vice Chancellor, Business Services

Title: _____

Date: _____

Date: _____

Board Approval Date: September 13, 2021

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work/Application

Exhibit B: Invoice Form and Instructions

Exhibit C: Guidance Memorandum from the Chancellor's Office (11/2019)

Exhibit D: Articles I, Rev. 09/18 and Article II, Rev. 05/14

(NOTE: Exhibit D is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

To access a copy of the exhibits, please [click here](#).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Second Amendment to Sub-Agreement between RSCCD and Stephen A. Wright, LLC for the Statewide Director – Information Communications Technology (ICT)/Digital Media Sector Grant (#DO-20-2537-02.02)	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District received a renewal grant for the 2020/21 Statewide Director – Information Communications Technology (ICT)/Digital Media, Grant #20-158-001, from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. RSCCD will support implementation of this statewide project to strengthen and develop the California Community Colleges’ information communications technology and digital media programs. This project will provide up-to-date and expert information on industry trends and workforce needs, serving to improve the connections between employers and colleges, and provide professional development and faculty lead projects to increase program capacity and alignment with industry workforce needs.

ANALYSIS

The Chancellor’s Office has issued an extension and augmentation of the FY 2020/21 ICT/Digital Media grant. Rancho Santiago Community College District and Stephen A. Wright, LLC have mutually agreed to augment the total award from \$214,637.50 to \$243,916.50 (an increase of \$29,279.00). A second amendment to the sub-agreement has been prepared accordingly (#DO-20-2537-02.02).

To access a copy of the sub-agreement and first amendment, please [click here](#).

The Project Administrator is Enrique Perez.

RECOMMENDATION

It is recommended that the Board approve the second amendment to the sub-agreement and that the Vice Chancellor, Business Services or her designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	\$29,279.00 (grant-funded)	Board Date: September 13, 2021
Prepared by:	Miguel Gonzalez, Interim Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**SECOND AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*STEPHEN A. WRIGHT, LLC***

This **Second Amendment** (hereinafter “Amendment”) is entered into on this 13th day of September, 2021, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Stephen A. Wright, LLC (hereinafter “SUBCONTRACTOR”) to amend agreement #DO-20-2537-02 (hereinafter “Agreement”) dated September 29, 2020, and first amendment #DO-20-2537-02.01 dated May 24, 2021 between the parties. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded a “Statewide Director – Information Communications Technology/Digital Media” Grant #20-158-001, (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, to implement a statewide project to develop California Community Colleges’ information communications technology and digital media programs to improve alignment with employers and industry and ensure students’ preparation for careers and continued study in these fields; and

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

ARTICLE I

Item 3. Total Cost is amended as follows:

1. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$243,916.50 USD. This represents an increase of \$29,279.00.

Item 4. Budget is amended as follows:

2. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (Exhibit A, Exhibit A.1 and Exhibit A.2) submitted by the SUBCONTRACTOR and approved by RSCCD, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with the Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this SECOND AMENDMENT to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: Stephen A. Wright,
LLC

By: _____

By: _____

Name: Iris I. Ingram
Vice Chancellor

Name: Steven A. Wright

Title: Business Services

Title: Manager

Date: _____

Date: _____

81-2592903

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: September 13, 2021

List of Exhibits (Updated September 2021)

Exhibit A: Scope of Work

Exhibit A.1: Scope of Work (Amended)

Exhibit A.2: Budget (Amended)

Exhibit B: Budget Detail and Payment Provisions

Exhibit C: General Terms and Conditions

Exhibit A.2 Budget

Project: Statewide Director
Sector: Info & Comm Tech (ICT)/Digital Media
District: Rancho Santiago Community College District
College: N/A
Fiscal Year: 2020/21
RFA Specification No.: 18-158
Grant ID: 20-158-001
Performance Period: July 1, 2020 - December 31, 2021

Subcontractor: Stephen A. Wright, LLC

Total Cost:

The Total Cost to RSCCD for performance of this Agreement shall not exceed \$243,916.50 USD.

Invoices:

SUBCONTRACTOR will submit (6) quarterly invoices to receive payment for work performed for this Agreement.

Stephen Wright SD - Amendment # 2 Budget		
September 13, 2021		
\$ 171,710.00	Original contract amount	\$29,279.00 Final Payment
\$ 42,927.50	Augmentation on Amendment #1	
\$ 214,637.50	Amendment # 1 Total	
\$ 29,279.00	Augmentation on Amendment #2	
\$ 243,916.50	New Amendment #2 Total	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 13, 2021
Re: Approval of the Utilization of Food Vendors to Provide Meals to the Child Development Centers	
Action: Request for Approval	

BACKGROUND

RSCCD operates seven Child Development Centers (CDC) throughout the District. For the children we serve, who range in age from six months to five years old, we are required to provide a healthy, nutritionally-compliant breakfast, lunch and snacks as determined by the grant guidelines of the California Adult and Child Food Program (CACFP), California State Preschool Program (CSPP), Early Head Start (EHS), and General Child Care (CCTR). In order to provide the required meals multiple vendors must be utilized to meet compliance per the grants' specifications.

ANALYSIS

Over the years, the District has utilized several vendors to provide the CDCs with the required meals. After extensive research including California Multiple Award Schedules (CMAS), Foundation for California Community Colleges (FCCC), NASPO ValuePoint, and direct contact with K-12 districts and other community college districts, RSCCD was unable to locate cooperative contracts or bids for use by the District's CDC for meals. The District has determined that the following companies meet the needs and requirements as outlined in the grants. As the Child Development Centers are required to meet very specific dietary needs for the children on a daily basis, it has become necessary to work with vendors who can provide the necessary nutritionally compliant foods on an as-needed basis. Therefore, based on the research completed, in lieu of a bid process, the Board is asked to approve the use of the following vendors who meet the District's requirements based on utilization through June 30, 2022.

<u>Vendor</u>	<u>Type of Food</u>
Sysco	Canned food and perishables (fruits, vegetables, and proteins)
Clearbrook Dairy	Dairy and eggs

The services provided will be funded by the Fund 33- Child Development Services categorical budget.

RECOMMENDATION

It is recommended that the Board approve the utilization of the vendors to provide meals to the Child Development Centers, district-wide as presented.

Fiscal Impact:	Based on utilization	Board Date: September 13, 2021
Prepared by:	Janneth Linnell, Executive Director, Child Development Services and Linda Melendez, Director, Purchasing Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Foundation for California Community Colleges, CollegeBuys Purchase for Student Adobe Creative Cloud Licenses	
Action:	Request for Approval	

BACKGROUND

In June of 2020, the Foundation for California Community Colleges (FCCC) negotiated special semester-based subscription pricing for the Adobe Creative Cloud (CC) suite of applications for students through its CollegeBuys program. The use of this subscription supports Temporary Remote Instruction (TRI) by allowing students to create from home using industry-leading tools in creative design, film development, and many others, thus preventing the need to visit a computer lab on campus to access these applications.

On February 8th, 2021 the Board of Trustees approved the purchase of 550 six-month Adobe CC licenses through the FCCC to support students who required these products during the Spring 2021 semester. To view the February 8, 2021 Docket, Page 224, please click [here](#).

Based on estimated student counts from SAC and SCC, the District needs to acquire a minimum of 837 Adobe CC licenses to continue supporting students during the Fall 2021 semester.

ANALYSIS

The CollegeBuys pricing from the FCCC for Adobe CC licenses is \$39.99 for a six-month term. Since this is a unique offering negotiated for the FCCC, no other vendors were able to provide comparable quotes.

The costs will be funded by the COVID-19 State Block Grant.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Foundation for California Community Colleges, CollegeBuys Purchase for Student Adobe Creative Cloud Licenses as presented.

Fiscal Impact:	\$33,471.63	Board Date: September 13, 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	

Vendor:
 Foundation for California Community Colleges
 Attn: Ryan Rivera, CollegeBuys
rrivera@foundationccc.org

Customer/Billing:
 Rancho Santiago CCD
 Attn: Michael Hoang
hoang_michael@sac.edu

<i>CollegeBuys Pricing Quote</i>			
Adobe Creative Cloud License		Software Qty: 837 Semester(s): 1	
	\$ Per Unit	Semester(s)	Sum \$
Cost of Adobe Creative Cloud License (\$39.99 per semester)	\$ 39.99	1	\$ 39.99
Subtotal Cost per Unit			\$ 39.99
TOTAL PROGRAM SUMMARY			
	Cost Per Unit	Total Units	Totals
TOTAL COST, FULLY BURDENED	\$ 39.99	837	\$ 33,471.63

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Foundation for California Community Colleges, CollegeBuys Purchase for California Connects Mobile Hotspots for Students through ThinkEDU	
Action:	Request for Approval	

BACKGROUND

In 2016, the Foundation for California Community Colleges (FCCC) established the California Connects Mobile Internet program to provide students and faculty low-cost internet access. The goal of the program is to offer an affordable option to higher education students who do not have the privilege of having internet connectivity at home. The program's use has greatly expanded to support student needs during the pandemic and is now available to the institutions within the California Community Colleges, Association of Independent California Colleges and Universities, the University of California and the California State University system. California Connects was designed through a public-private industry partnership between the FCCC and ThinkEDU. This partnership created a cost-savings portal for a point of sales system through the FCCC's CollegeBuys website and utilizing Sprint/T-Mobile as a mobile carrier.

ANALYSIS

The District would like to use the California Connects program through ThinkEDU to offer mobile hotspots at no cost to students in order to support their home internet connectivity needs. The pricing offered through CollegeBuys by the FCCC is of \$19.99 per month for a period of six months plus a one-time \$99.99 charge for a mobile hotspot. The six-month period of service can be extended, as required. Based on estimated student counts from SAC and SCC, the District needs to acquire a minimum of 250 mobile hotspots and their associated service plans to support forecast demand.

This program will be funded by the Higher Education Emergency Relief Fund (HEERF).

RECOMMENDATION

It is recommended that the Board of Trustees approve the Foundation for California Community Colleges, CollegeBuys Purchase for California Connects Mobile Hotspots for students through ThinkEDU as presented.

Fiscal Impact:	\$57,295	Board Date: September 13, 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	

Vendor:
ThinkEDU
Attn: Rob Bell
rbell@thinkedu.com

Customer:
Rancho Santiago CCD
Attn: Thurman Brown
Brown_Thurman@sccollege.edu

Ship to:
TBD

<i>CollegeBuys Pricing Quote</i>			
INTERNET DEVICE AND SERVICE BREAKOUT (CALIFORNIA CONNECTS)		Hardware	250
		Months of Service:	6
	\$ Per Unit	Units	Sum \$
Cost of Internet Service (\$19.99 per month)	\$ 19.99	6	\$ 119.94
Cost of Internet Device - LinkZone 2	\$ 99.99	1	\$ 99.99
Sales Tax (Internet Device) 9%	\$ 9.25	1	\$ 9.25
Shipping & Handling Included	\$ -	1	\$ -
Subtotal Cost per Unit			\$ 229.18
PROGRAMMATIC COST SUMMARY			
	Cost Per Unit	Total Units	Totals
COST PER UNIT, FULLY BURDENED	\$ 229.18	1	\$ 229.18
TOTAL PROGRAM SUMMARY			
	Cost Per Unit	Total Units	Totals
TOTAL COST, FULLY BURDENED	\$ 229.18	250	\$ 57,295.00
California Connects Mobile Hotspot Program			
-Hotspot devices arrive activated and the service term begins two weeks after the estimated arrival date			
-Upon assignment, please send the student information back to CollegeBuys on the device list template provided.			
-Designed for California Community College Students, Faculty, and Staff			
-No overages or throttling			
-Service available in the contiguous United States			
-Coverage can be reviewed at https://coverage.sprint.com/ for Sprint & T-Mobile coverage			
EST. SERVICE PERIOD: AUG.2021 - FEB. 2022		Average Cost Per Unit, Per Month	\$ 38.20

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of Change Order to Existing Agreement for Dark Fiber with Crown Castle Fiber, LLC	
Action:	Request for Approval	

BACKGROUND

On November 13, 2012, the Board of Trustees accepted and awarded RFP#1200 to Freedom Telecommunications, Inc. to replace the District's Wide Area Network (WAN) connectivity for all of its various locations. To view the November 13, 2012 Docket, Page 173, please click [here](#). The contract had a term of five (5) years with an option to renew on an annual basis up to five (5) years, which the District executed. Throughout the term of the contract, Freedom Telecommunications, Inc. has been acquired by Wilcon LLC and most recently by Crown Castle Fiber, LLC, who holds the district's existing contract.

As the contract is coming to and end in 2022, some of the district locations that were covered by the services had earlier contract termination dates, depending on site needs or when connectivity was turned on at specific locations. As the District prepares to look for a new contract beyond 2022, some locations will need to have interim contracts that can cover them until a new districtwide contract is approved by the Board of Trustees in 2022.

ANALYSIS

The District needs to add two temporary ten-month contracts for network connectivity at two different locations to ensure a Purchase Order can be issued to pay for services rendered and to ensure continuity of services.

The first location is the Remington Education Center, located at 1325 E 4th St, Santa Ana, CA 92701. The cost for this connection is \$2,150 per month. The ten-month total contract cost will be \$21,500.

The second location is the Orange Education Center located at 1937 W Chapman Ave, Orange, CA 92868. The cost for this connection is \$3,000 per month, with an additional one-time fee of \$3,000. The ten-month total contract cost will be of \$33,000.

The contract period for both locations will be July 1, 2021 until April 30, 2021. The contract has been set to be retroactive back to July 1, 2021, so that the district can issue a Purchase Order to pay for services already rendered after the expiration date of the original contract.

The District is entitled to a discount of 50% for the services above, awarded through the California Teleconnect Fund (CTF). The District intends to request this discount be applied by the provider for as long as the CTF program is available to reduce costs.

The first location is to be funded by Adult Education Block Grant Budget.

The second location is to be funded by the ITS Operational Budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Change Order to Existing Agreement for Dark Fiber with Crown Castle Fiber, LLC as presented.

Fiscal Impact:	\$54,500	Board Date: September 13, 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	

Licensee or Customer Contact Detail			
Licensee or Customer	Rancho Santiago Community College Distr		
Address & Contact	Address	2323 N Broadway	
	City, State	Santa Ana, California 92706	
	Phone	(714) 480-7352	Fax
Billing Address & Contact	Name	0423 Rancho Santiago Community College Distr	
	Billing Address	2323 N. Broadway Suite 109	
	City, State	Santa Ana, CA 92706	
Technical Contact	Name	Dane Clacken	Primary Phone (714) 480-7352
	E-mail	Clacken_Dane@rscsd.edu	Alternate Phone

Product Detail			
Dark Fiber #1	# Fibers	2	Estimated Route Miles 1.00
	Product Type	Point to Point	Estim. Fiber Miles 2.00
	Total MRC	\$2,150.00	Total NRC \$0.00
	Install Lead Time	30 Days	
			Existing Product ID S138495
Location A	1325 E 4th St, 0 Floor, Santa Ana, CA 92701		
Location Z	1530 W 17th St, 1st Floor, Santa Ana, CA 92706		

Order Summary											
Pricing & Contract Terms	Salesperson	Thor Johnson	Term (Months) 10								
	Client Service Mgr	Shannon Stanton									
	Order Contact	Dane Clacken	Contact Email Clacken_Dane@rscsd.edu								
		<table border="1"> <thead> <tr> <th></th> <th>NRC *</th> <th>MRC*</th> </tr> </thead> <tbody> <tr> <td>Dark Fiber</td> <td>\$0.00</td> <td>\$2,150.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$2,150.00</td> </tr> </tbody> </table>		NRC *	MRC*	Dark Fiber	\$0.00	\$2,150.00	Total	\$0.00	\$2,150.00
	NRC *	MRC*									
Dark Fiber	\$0.00	\$2,150.00									
Total	\$0.00	\$2,150.00									
		*Pricing shown does not reflect applicable taxes and fees.									

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated 7/19/2016 ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, or the Agreement is no longer in effect, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 4.1" available at <https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf> ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

Licensee or Customer		Company or Provider	
	Rancho Santiago Community College Distr		Crown Castle Fiber LLC
Signature		Signature	
Name/Title		Name/Title	
Date		Date	

Licensee or Customer Contact Detail	
Licensee or Customer	Rancho Santiago Community College Distr
Address & Contact	Address 2323 N Broadway City, State Santa Ana, California 92706 Phone (714) 480-7352
	Fax
	Name Rancho Santiago Community College Distr_CTF Discount Billing Address 2323 N Broadway Suite 109 City, State Santa Ana, CA 92706
Billing Address & Contact	Email perales_debbie@rscdd.edu Phone (714) 480-7352 Fax
Technical Contact	Name Dane Clacken E-mail Clacken_Dane@rscdd.edu Primary Phone (714) 480-7352 Alternate Phone

Product Detail													
Dark Fiber	<table border="0"> <tr> <td># Fibers 2</td> <td>Estimated Route Miles 10.00</td> <td>Estim. Fiber Miles 20.00</td> </tr> <tr> <td>Product Type Point to Point</td> <td></td> <td></td> </tr> <tr> <td>Total MRC \$3,000.00</td> <td>Total NRC \$3,000.00</td> <td></td> </tr> <tr> <td>Install Lead Time 10 Days</td> <td></td> <td></td> </tr> </table>	# Fibers 2	Estimated Route Miles 10.00	Estim. Fiber Miles 20.00	Product Type Point to Point			Total MRC \$3,000.00	Total NRC \$3,000.00		Install Lead Time 10 Days		
# Fibers 2	Estimated Route Miles 10.00	Estim. Fiber Miles 20.00											
Product Type Point to Point													
Total MRC \$3,000.00	Total NRC \$3,000.00												
Install Lead Time 10 Days													
Location A	1937 W Chapman Ave, 1st Floor, Orange, CA 92868												
Location Z	2323 N Broadway, 1st Floor, MPOE, Santa Ana, CA 92706 (2323 N Broadway, Santa Ana, CA 92706)												

Order Summary									
Pricing & Contract Terms	<table border="0"> <tr> <td>Salesperson Thor Johnson</td> <td>Term (Months) 10</td> </tr> <tr> <td>Client Service Mgr Shannon Stanton</td> <td></td> </tr> <tr> <td>Order Contact Dane Clacken</td> <td>Contact Email Clacken_Dane@rscdd.edu</td> </tr> </table>	Salesperson Thor Johnson	Term (Months) 10	Client Service Mgr Shannon Stanton		Order Contact Dane Clacken	Contact Email Clacken_Dane@rscdd.edu		
	Salesperson Thor Johnson	Term (Months) 10							
	Client Service Mgr Shannon Stanton								
Order Contact Dane Clacken	Contact Email Clacken_Dane@rscdd.edu								
<table border="1"> <thead> <tr> <th></th> <th>NRC *</th> <th>MRC*</th> </tr> </thead> <tbody> <tr> <td>Dark Fiber</td> <td>\$3,000.00</td> <td>\$3,000.00</td> </tr> <tr> <td>Total</td> <td>\$3,000.00</td> <td>\$3,000.00</td> </tr> </tbody> </table>		NRC *	MRC*	Dark Fiber	\$3,000.00	\$3,000.00	Total	\$3,000.00	\$3,000.00
	NRC *	MRC*							
Dark Fiber	\$3,000.00	\$3,000.00							
Total	\$3,000.00	\$3,000.00							
*Pricing shown does not reflect applicable taxes and fees.									

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated **11/14/2012** ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, or the Agreement is no longer in effect, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 4.1" available at <https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf> ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

Licensee or Customer		Company or Provider	
	Rancho Santiago Community College Distr		Crown Castle Fiber LLC
Signature		Signature	
Name/Title		Name/Title	
Date		Date	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

September 13, 2021

MANAGEMENT

Employment Agreements/Attachments #1-2

Jones, Walter C.
Dean, Humanities and Social Sciences Division
Santa Ana College

Steckler, Mary M.
Associate Dean, Health Science and Nursing
Science, Mathematics and Health Sciences Division
Santa Ana College

New Job Descriptions/Attachments #3-4

Director, Student Health Center
Student Services
Santiago Canyon College
Classified Supervisory/Grade G

Manager of People and Culture/Human Resources
Employee Relations and District Investigations
Human Resources
District
Classified Supervisory/Grade G

Revised Job Description/Attachment #5

Assistant Vice Chancellor of People and Culture/Human Resources
Learning, Innovation, Wellness, and Equity
Human Resources
District
Classified Administrator/Grade A

Appointment

Reardon, William H.
Associate Dean, Fire Technology
Human Services and Technology Division
Santa Ana College

Effective: September 3, 2021
Salary Placement: D-5 \$167,764.82/Year

MANAGEMENT (CONT'D)

Appointment (cont'd)

Vicencio, Maria
Executive Assistant to the Board of Trustees
Chancellor's Office
District

Effective: September 14, 2021
Salary Placement: K-1 \$88,902.91/Year

Change of Interim Assignment

Cossio-Muniz, Ruth J.
Interim Executive Director
College Advancement
Educational Services
Santiago Canyon College

Effective: August 2, 2021
Salary Placement: C-4 \$172,483.71/Year

Extension of Interim Assignment

Lucarelli, Phyllis Anita
Interim Executive Assistant to the
Board of Trustees
Chancellor's Office
District

Effective: October 1, 2021 – December 31, 2021
Hourly Rate: K-7 \$51.77

Rabii-Rakin, Narges M.
Interim Chief Advisor
Academic and Diversity Programs
Chancellor's Office
District

Effective: September 1, 2021 – October 31, 2021
Salary Placement: A-5 \$207,721.00/Year

Amended Hourly Rate(s) for Extended Interim Assignment

Honda, Linda S.
Interim Human Resources Analyst
Human Resources
District

Effective: October 27, 2020 – June 30, 2021
Hourly Rate: L-7 \$47.83

Honda, Linda S.
Interim Human Resources Analyst
Human Resources
District

Effective: July 1, 2021 – August 31, 2021
Hourly Rate: L-7 \$49.27

MANAGEMENT (CONT'D)

Ratification of Resignation/Retirement

Dalauidaio Hermsen, Joy S.
Executive Director, Industry Sector and
Engagement and Career Technical Education
Program Specialist
Educational Services
District

Effective: August 13, 2021

FACULTY

Appointment

Castellon, Vanessa
Master Teacher
Child Development Services
District

Effective: August 16, 2021
Salary Placement: MT/AA-\$43,152.43/Year

Hiring of Temporary Long-term Substitute (LTS)

Piotrowski, Cody
LTS, Chemistry
Mathematics and Sciences Division
Santiago Canyon College

Effective: August 16, 2021 – December 11, 2021
Hourly Rate: III-4 \$76.26

Hiring of Temporary 1-Year Full-time Faculty Member

Rainey, Arthur Dennis
Assistant Professor, Computer Science
Business and Career Education Division
Santiago Canyon College

Effective: August 16, 2021 – June 4, 2022
Tentative Salary Placement: II-11 \$94,938.23/Year
(Requisition #AC21-00116)

Soto, Maria T.
Assistant Professor, Nursing
Health Science and Nursing Science,
Mathematics and Health
Sciences Division Santa Ana College

Effective: August 16, 2021 – June 4, 2022
Tentative Placement: II-3 \$70,685.39/Year
(Requisition #AC21-00125)

Adjusted Location for Temporary 1-Year Full-time Faculty Member

Cutkomp, Jeffrey
Assistant Professor/Counselor
Counseling Division
Santa Ana College

Effective: July 30, 2021 – June 4, 2022
Tentative Placement: III-9 \$101,072.93/Year

FACULTY (CONT'D)

2021/2022 Contract Coordinator Stipend

Ross, Kristina
Professor/Coordinator, Physical Fitness/Wellness
Fire Technology
Santa Ana College

Effective: July 1, 2021 – June 30, 2022
Stipend Amount: \$1,000.00/Year

2021/2022 Contract Extension Days

Aguilar Beltran, Maria
Counselor/Coordinator, Student Equity
Academic Affairs
Santa Ana College

Effective: July 1, 2021 – June 30, 2022
Contract Extension: 1 Days
Contract Extension Rate: V-16 \$597.47/Day

Mirbeik Sabzevary, Mohammadreza
Associate Professor, Math-Basic Skills
Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: July 1, 2021 – June 30, 2022
Contract Extension: 4 Days
Contract Extension Rate: III-14 \$536.33/Day

Beyond Contract/Overload Stipend

Freese, Amy
Associate Professor, Reading
Arts, Humanities and Social Sciences Division
Santiago Canyon College

Effective: August 3, 2021
Stipend Amount: \$300.00
Reason: Program Facilitation (Project# 1520)

Roe, Maureen
Professor, English
Arts, Humanities and Social Sciences Division
Santiago Canyon College

Effective: August 5, 2021
Stipend Amount: \$300.00
Reason: Program Facilitation (Project# 1520)

Banking Leave

Jones, Vanessa
Associate Professor, Mathematics
Mathematics and Sciences Division
Santiago Canyon College

Effective: August 16, 2021 – December 11, 2021
Banked Leave Withdraw: 2 LHE (Partial Leave)

Pecenkovic, Nidzara
Associate Professor, English
Arts, Humanities and Social Sciences Division
Santiago Canyon College

Effective: August 16, 2021 – December 11, 2021
Banked Leave Withdrawal: 15 LHE

FACULTY (CONT'D)

Adjusted Banking Leave

McKowan-Bourguignon, Lisa
Professor, Mathematics
Science, Mathematics and Health
Sciences Division
Santa Ana College

Effective: August 16, 2021 – December 11, 2021
From: 7 LHE (Partial Leave)
To: 11 LHE (Partial Leave)

Mettler, Mary
Learning Disabilities Specialist/Professor
Disabled Students Programs and Services
Counseling and Student Support Services Division
Santiago Canyon College

Effective: August 16, 2021 - June 30, 2022
From: 28.3 LHE
To: 30.01 LHE

Part-time Hourly New Hires/Rehires

Abaqueta, Althea Y.
Instructor, Vocational/Behavior Technician Program
Orange Education Center
Continuing Education Division
Santiago Canyon College

Effective: August 24, 2021
Hourly Lecture Rate: II-3 \$55.72

Baarstad, Christopher S.
Instructor, English
Dual Enrollment, Mater Dei High School
Humanities and Social Sciences Division
Santa Ana College

Effective: August 25, 2021
Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26

Berg, Kirsten A.
Instructor, High School Subjects/Adult Basic Education
Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: August 16, 2021
Hourly Lecture Rate: II-3 \$55.72

Burnette II, Kenneth P.
Instructor, English as a Second Language
Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: August 16, 2021
Hourly Lecture Rate: I-3 \$54.37

Cruz, Caroline V.
Instructor, Cosmetology
Business and Career Education Division
Santiago Canyon College

Effective: August 2, 2021
Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01

FACULTY (CONT'D)

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

Dunsmore, Summer N. Effective: August 16, 2021
Instructor, Digital Media/Animation Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26
Fine and Performing Arts Division
Santa Ana College

Escobedo, Narciso Effective: August 23, 2021
Instructor, High School Subjects/Bridge Hourly Lecture Rate: II-3 \$55.72
Orange Education Center
Continuing Education Division
Santiago Canyon College

Glicker, Hayley S. Effective: August 23, 2021
Instructor, Chemistry Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26
Mathematics and Sciences Division
Santiago Canyon College

Grajeda Cortes, Cynthia M. Effective: August 16, 2021
Substitute Teacher Child Development Hourly Rate: II-1 \$20.00
Child Development Center
Centennial Education Center
District Operations Center

Harants, Michael K. Effective: August 16, 2021
Instructor, Digital Media/Animation Hourly Lecture/Lab Rates: I-3 \$65.88/\$59.29
Fine and Performing Arts Division
Santa Ana College

Izadi, Mary S. Effective: August 30, 2021
Instructor, Criminal Justice/Custody Incident Hourly Lecture/Lab Rates: IV-3 \$76.26/\$68.64
Management, Testimony, Constitutional Law
Human Services and Technology Division
Santa Ana College

Lugo, Christopher P. Effective: August 30, 2021
Instructor, Criminal Justice/Field Training Officer Hourly Lecture/Lab Rates: I-3 \$65.88/\$59.29
Human Services and Technology Division
Santa Ana College

McLean, Stephen J. Effective: August 25, 2021
Instructor, Water Utility Science Hourly Lecture/Lab Rates: IV-5 \$84.07/\$75.67
Business and Career Education Division
Santiago Canyon College

FACULTY (CONT'D)

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

Morel, Rebecca J.
Instructor, Digital Media/Animation
Dual Enrollment, Orange County High School
of the Arts
Fine and Performing Arts Division
Santa Ana College

Effective: August 16, 2021
Hourly Lecture/Lab Rates: I-3 \$65.88/\$59.29

Mudry, Ryan R.
Instructor, High School Subjects/Bridge
Orange Education Center
Continuing Education Division
Santiago Canyon College

Effective: August 16, 2021
Hourly Lecture Rate: II-3 \$55.72

Myers, Deanna C.
Instructor, Chemistry
Mathematics and Sciences Division
Santiago Canyon College

Effective: August 16, 2021
Hourly Lecture/Lab Rates: III-3 \$72.63/\$65.37

Nilsen, Cara C.
Instructor, Digital Media/Animation
Dual Enrollment, Orange County High School
of the Arts
Fine and Performing Arts Division
Santa Ana College

Effective: August 16, 2021
Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26

Rabot, Irene C.
Instructor, Library Science
Fine and Performing Arts Division
Santa Ana College

Effective: August 23, 2021
Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26

Sanaee, Mercedes
Instructor, Nursing
Science, Mathematics and Health Sciences Division
Santa Ana College

Effective: August 24, 2021
Hourly Lab Rate: I-3 \$65.88

Seddighzadeh, Noushin
Instructor, Mathematics
Science, Mathematics and Health Sciences Division
Santa Ana College

Effective: August 16, 2021
Hourly Lecture/Lab Rates: IV-5 \$84.07/\$75.67

FACULTY (CONT'D)

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

Sisniega, Zuzel E. Effective: August 16, 2021
Instructor, HSS/ABE/GED/HiSET Hourly Lecture Rate: I-3 \$54.37
Centennial Education Center
Continuing Education Division
Santa Ana College

Vargas, Cesar A. Effective: August 16, 2021
Instructor, Office Technology Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26
Dual Enrollment, Santa Ana Unified
School District
Business Division
Santa Ana College

Visconti, Lauren M. Effective: July 28, 2021
Instructor, Fire Technology/Wellness Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Human Services and Technology Division
Santa Ana College

Wallace, Alec W. Effective: August 4, 2021
Instructor, Fire Technology/Wellness Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Human Services and Technology Division
Santa Ana College

White, Adrian T. Effective: August 23, 2021
Instructor, Photography Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Fine and Performing Arts Division
Santa Ana College

Zakhar, Melissa A. Effective: August 16, 2021
Instructor, Child Development and Education Studies Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26
Human Services and Technology Division
Santa Ana College

Column Changes

Thakkar, Nirali D. Effective: August 16, 2021
Instructor, Art From: III-3 \$72.63
Fine and Performing Arts Division To: IV-3 \$76.26
Santa Ana College

FACULTY (CONT'D)

Column Changes (cont'd)

Thakkar, Nirali D. Effective: August 16, 2021
Instructor, Gerontology From: II-4 \$57.13/\$28.56
Centennial Education Center/Orange Education Center To: III-4 \$58.56/\$29.28
Continuing Education Division
Santa Ana College/Santiago Canyon College

Non-Paid Instructor of Record

Hall, Kenneth B. Effective: August 2, 2021
Instructor, Apprenticeship/Carpentry (equivalency)
Instructor Service Agreement with Southwest Carpenters
Training Fund
Business and Career Education Division
Santiago Canyon College

Mancillas, Anthony Effective: August 16, 2021
Instructor, Fire Technology
Instructor Service Agreement with Costa Mesa Fire and Rescue
Human Services and Technology Division
Santa Ana College

Saucedo, Rosalio H. Effective: August 2, 2021
Instructor, Apprenticeship/Carpentry
Instructor Service Agreement with Southwest Carpenters
Training Fund
Business and Career Education Division
Santiago Canyon College

Non-paid Intern Service

Alamilla, Neira Effective: September 14, 2021 – December 10, 2021
Human Services Non-paid Intern College Affiliation: CSU, Fullerton
Student Affairs
Santa Ana College

Baez, Melissa M. Effective: September 14, 2021 – June 3, 2022
MSW Non-paid Intern College Affiliation: CSU, Fullerton
Counseling Division
Santa Ana College

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Berber, Belen
Human Services Non-paid Intern
Counseling and Student Support
Services Division
Santiago Canyon College

Effective: September 14, 2021 – June 30, 2022
College Affiliation: CSU, Fullerton

Candelario, Karyna
MSW Non-paid Intern
SAC Child Development Center
Child Development Services
District

Effective: September 14, 2001 – May 13, 2022
College Affiliation: CSU, Fullerton

Dang, Bryan
MSW Non-paid Intern
Counseling Division
Santa Ana College

Effective: September 14, 2021 – June 3, 2022
College Affiliation: CSU, Fullerton

Le, Trang
Human Services Non-paid Intern
Counseling and Student Support
Services Division
Santiago Canyon College

Effective: September 14, 2021 – June 30, 2022
College Affiliation: CSU, Fullerton

Massey, Olivia
MSW Non-paid Intern
Counseling Division
Santa Ana College

Effective: September 14, 2021 – June 3, 2022
College Affiliation: CSU, Fullerton

Mejia, Ashley
Human Services Non-paid Intern
Counseling and Student Support
Services Division
Santiago Canyon College

Effective: September 14, 2021 – June 30, 2022
College Affiliation: CSU, Fullerton

Mendoza, Alondra
MSW Non-paid Intern
SAC Child Development Center
Child Development Services
District

Effective: September 14, 2001 – May 13, 2022
College Affiliation: CSU, Fullerton

Nelson, Annika S.
MSW Non-paid Intern
Counseling Division
Santa Ana College

Effective: September 14, 2021 – June 3, 2022
College Affiliation: CSU, Fullerton

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Ortiz Vallejo, Sandra N.
MSW Non-paid Intern
SAC Child Development Center
Child Development Services
District

Effective: September 14, 2021 – May 13, 2022
College Affiliation: CSU, Fullerton

Salazar, Angel
MS in Higer Education Non-paid Intern
Guided Pathways
Counseling and Student Support
Services Division
Santiago Canyon College

Effective: September 14, 2021 – June 3, 2022
College Affiliation: CSU, Fullerton

Vargas, Karen S.
Human Services Non-paid Intern
Counseling and Student Support
Services Division
Santiago Canyon College

Effective: September 14, 2021 – June 30, 2022
College Affiliation: CSU, Fullerton

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and Walter C. Jones (“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 Dean, Humanities & Social Sciences Division (“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.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing July 26, 2021 and ending June 30, 2023. If, prior to June 30 of any other year other than 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 automatically shall be extended for one more 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. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

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 \$185,174.00 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 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 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. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 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.

21. **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.

22. **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.

23. **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.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **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/Endispute (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".

26. **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.

For District

Date

Administrator

Date

Board Approval Date: September 13, 2021

ATTACHMENT "A"**ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

Covenant to Mediate And Arbitrate All Employment Disputes. We, the undersigned, do hereby agree and covenant to submit all manner of causes of action, controversies, differences, claims or demands of any kind relating to or growing out of this contract of employment to a two-step dispute resolution process administered by Judicial Arbitration & Mediation Services/Endispute (hereinafter "J.A.M.S."). This two-step process shall begin with mediation before a retired judge or justice from the J.A.M.S. panel followed, if necessary, by binding arbitration before the same or another retired judge or justice from the J.A.M.S. panel to be agreed upon. The Employee and the District hereby agree that any dispute, claim or controversy arising out of the employment relationship, including, but not limited to, alleged violations of the individual Employment Agreement, alleged violation(s) of federal, state and/or local statutes, including those prohibiting harassment and discrimination, (Title VII of the Civil Rights Act of 1964 as amended; The Age Discrimination In Employment Act; The Americans With Disabilities Act; The Equal Pay Act, The Civil Rights Acts of 1866, 1871 and 1991; Title IX in 20 U.S.C. section 1681; The Rehabilitation Act of 1983; The Fair Employment and Housing Act, etc.) and any other claims, including alleged violations of any federal and/or state constitutional provisions and of any provisions in 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 parties to this agreement fully and completely understand that the effect of this agreement will result in the waiver of any right to trial by jury that may otherwise have been available to the parties absent this agreement and also waiver of any right to appeal. With this understanding, the parties freely, knowingly and voluntarily enter into this agreement with knowledge of it consequences including the waiver of trial by jury and the waiver of any right to appeal.

Step 1 Mediation.

Initiating Mediation. Any party to this agreement may demand mediation by serving a written demand in person or by registered, certified or federal express mail and also serving a copy of the demand and of the dispute resolution agreement on the Chief Operating Officer, Operations Manager or Contract Dispute Resolution Administrator at the nearest or most convenient office of J.A.M.S, within thirty (30) calendar days of an act or omission causing a dispute between the parties. The written demand shall set forth the names, addresses, telephone number and fax numbers of all parties to the contract of employment and brief synopsis of the claim, controversy, difference, or disputed matters and a proposed solution to the problem.

Selection of Mediator. Within ten (10) days of service of the demand upon J.A.M.S., the Administrator will contact all interested parties to select a mutually agreeable mediator. If the parties have no particular mediator in mind, or cannot agree on a mediator, the Administrator will submit a list of mediators, and their resumes numbering one more than there are parties.

Each party may then strike one name and the Administrator will designate the mediator from the list of remaining names.

Enforcement of Agreement. Failure of any party to participate in this mediation process or to designate or strike a name for mediator will not operate to delay or prevent this mediation process. The parties hereby agree that the mediation provisions of this agreement may be enforced by the same manner as an arbitration agreement. The mediation provisions may be enforced by petition to any court or general jurisdiction for the appointment of a mediator in the same manner as a petition for the appointment of an arbitrator. Further the parties agree the court may award attorney's fees and costs to the prevailing party in any proceeding to enforce this mediation agreement.

Hearings -- Scheduling/Parties Present. After the mediator has been selected, the parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than thirty (30) days after the date the mediator was selected. The parties understand and agree that, besides counsel retained at each party's own expense, a representative from each side with full settlement authority will be present at all mediation conferences unless excused by the mediator. In addition, each party may bring such additional persons as needed to respond to questions, contribute information and participate in the negotiations. The number of additional persons may be agreed upon in advance with the assistance and advice of the mediator.

Discovery. In the event any party has substantial need for information in the possession of another party to prepare for the mediation conference(s), the parties shall attempt in good faith to agree upon procedures for the expeditious exchange of information with the help of the mediator, if required. The parties will have no right to formal discovery at this time.

Position Papers. No later than one week before the first scheduled mediation session, each party shall deliver a concise written summary of its position together with any appropriate documents, views and a proposed solution to the matters in controversy to the mediator and also serve a copy on all other parties.

Participation by Mediator. Once familiar with the case, the mediator will, if requested by the parties, give an opinion of the probable outcome of the case and the range of value, both in terms of settlement and arbitration hearing, if the matter were to be litigated before an arbitrator. The mediator will, without an instruction from the parties to the contrary, give recommendations on terms of possible settlement conditions to be imposed upon the parties (if appropriate). The mediator's opinion shall be based on the material and information then available to all parties, excluding any information given to the mediator in confidence during a separate caucus. The opinions and recommendations of the mediator are not binding on the parties.

Fees and Costs. The fees and costs of the mediation shall conform to the then current fee schedule at J.A.M.S. and, in the absence of an agreement to the contrary, will be borne by the District.

Confidentiality of Proceedings. The mediation process is to be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The parties hereto agree that the provisions of California Evidence Code § 1119 shall apply to any mediation conducted hereunder. Subdivisions (a), (b), and (c) of California Evidence Code § 1119 provide as follows:

Except as otherwise provided in this chapter:

(a) No evidence of anything said or any admissions made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible, or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.

The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential. No fact used or referenced in the mediation or settlement process will be inadmissible or non-discoverable simply because it was used or referenced in the mediation process.

Termination of Mediation Process. The mediation process shall continue until the matter is resolved or the mediator makes a good faith finding that all settlement possibilities have been exhausted and there is no possibility of resolution, short of referring the matter to the adjudication phase of this dispute resolution process. Notwithstanding the foregoing, the employee or the District may terminate the mediation process after the mediator has incurred fourteen (14) hours of time on the process.

Step 2. Arbitration

Should any disputes remain existent between the parties after completion of the mediation resolution process set forth above, then the parties shall, within thirty (30) calendar days after termination of the mediation process, submit such disputes to binding arbitration administered by J.A.M.S.

Initiating Arbitration. Arbitration shall be initiated in the following manner:

a. Unless barred by the statute of limitations, any party bound by this arbitration agreement may initiate an arbitration at any time after mediation procedures as hereinabove described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is received, the claim, if asserted in a civil action, would be barred by the applicable state (federal) statute of limitations, and

b. The claimant shall file a copy of the Demand for Arbitration and Notice of Claim at any regional office of J.A.M.S., together with the appropriate filing fee as provided in the existing fee schedule.

c. If the responding party desires to file a response and/or counterclaim, they must do so within thirty (30) days of service of the demand. Failure to file a counterclaim or response will not operate to delay the arbitration proceedings.

d. After the filing of the claim, response and counterclaim, no further claims or counterclaims may be made except on motion to the arbitrator.

Appointment and Powers of Arbitrator. The case shall be submitted to a single arbitrator chosen by the parties from a list of retired judges and justices at J.A.M.S. Should the parties be unable to agree on a choice of arbitrator within thirty (30) days from the demand for arbitration, then either party may request the Contract Arbitration Administrator at said service to furnish a list of three names and each side may strike one name, thereby nominating the remaining person as replacement arbitrator. If more than one name remains, the Contract Arbitration Administrator of J.A.M.S. will choose an arbitrator from the list of remaining names.

If the designated arbitrator shall die, become incapable of, unwilling to, or unable to serve or proceed with the arbitration, the party or parties appointing said arbitrator shall have the power to appoint another in his or her stead under the procedures prescribed herein, and such substituted arbitrator shall have all such powers as if he or she had been originally appointed herein.

The arbitrator shall have full power to make such regulations and to give such orders and directions in all respects, as he or she shall deem expedient, as well as in respect to the matters and differences referred to them and also with respect to the mode and times of executing and performing any of the acts, deeds, matters, and things which may be awarded or directed to be done.

Should either party refuse or neglect to appoint said arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator is empowered by both parties to proceed ex parte.

The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties and to order that either party shall in the meantime have access to and be permitted to inspect and take copies of all or any of the same relating to the matters in difference. This authority and power is subject to, and no greater than, the provisions for document discovery in the California Civil Procedure Code, is subject to appropriate objections by either party, and in no way extends to privileged or protected materials.

The arbitrator shall have the authority and power to proceed ex parte in the event that either party shall fail, after reasonable notice, to attend hearings before him or her.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. An arbitrator may include an injunction or orders for specific performance of part or all of an award.

Costs and Fees. Each party shall be responsible for its own costs and expense of the arbitration, and the costs and fees of J.A.M.S. shall be borne by the District.

Pre-Hearing. Once the arbitrator is chosen, the Contract Arbitration Administrator at J.A.M.S. may be authorized and directed upon application of any party to schedule a pre-hearing conference with the arbitrator for the purpose of narrowing the issues, establishing a discovery schedule, arranging an acceptable procedure for any law and motion proceedings and in all respects arranging for the most expeditious hearing possible of the matters in dispute.

Discovery. Discovery shall be at the discretion of the arbitrator and allowed only upon a showing of good cause, utilizing the following guidelines:

(a) The arbitrator shall have discretion to order pre-hearing exchange of information, including but not limited to, the production of requested documents and exchanges of summaries of testimony of proposed witnesses.

(b) The deposition of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of form interrogatories approved by the Judicial Council shall be allowed. There shall be an early and prompt designation and exchange of the names and addresses of expert witnesses who may be called upon to testify at the arbitration hearing. The experts' depositions and all other discovery including additional depositions shall be allowed only upon a showing of good cause. It shall in no event exceed the discovery permitted by the California Code of Civil Procedure.

Evidence. Judicial Rules relating to the Order of Proof, the conduct of the hearing and the presentation and admissibility of evidence will not be applicable in this proceeding. Any

relevant evidence, including hearsay, shall be admitted by the arbitrator if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

Time Limits. The award shall be made in writing by the arbitrator on or before the thirtieth day following the conclusion of the arbitration.

Reasoned Opinion. In rendering the award, the arbitrator must set forth the findings of fact and the conclusion(s) based thereon.

Applicable Law. The arbitration shall follow the substantive law of California and any relevant federal law. This shall include the provisions of statutory law dealing with arbitration, as it may exist at the time of the demand for arbitration, insofar as said provisions are not in conflict with this agreement and specifically excepting therefrom sections of the statutory law dealing with discovery and sections requiring notice of hearing date by registered or certified mail.

Notice. Each party shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith; or for the entry of judgment on any award made under these rules, may be served on a party by mail, addressed to the party or representative at the last known address, or by personal service, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The arbitrator and/or the parties may consent to the use of FAX transmission, e-mail, or other written forms or electronic communication to give the notices required by these rules.

Finality of Award. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the arbitration laws of California. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on said award.

I have carefully read the contents of this Alternative Dispute Resolution Procedure and knowingly agree to be bound by its contents.

EMPLOYEE

DATE

FOR THE DISTRICT

DATE

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and Mary M. Steckler (“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 Associate Dean, Health Science and Nursing (“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.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing July 1, 2021 and ending June 30, 2023. If, prior to June 30 of any other year other than 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 automatically shall be extended for one more 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. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

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 \$167,764.82 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 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 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. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 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.

21. **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.

22. **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.

23. **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.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **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/Endispute (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".

26. **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.

For District

Date

Administrator

Date

Board Approval Date: September 13, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
AUGUST 2021

**DIRECTOR OF STUDENT HEALTH CENTER
JOB DESCRIPTION – CLASSIFIED SUPERVISORY**

POSITION OVERVIEW

Reports to a designated administrator with the overall responsibility for the supervision and administration of the health center, including all assigned personnel and participants; performs other duties and responsibilities as assigned.

REPRESENTATIVE DUTIES

- 1) Design, implement, coordinate, and direct activities related to health center.
- 2) Work collaboratively and assist clerical support staff, physician(s), and other registered nurses to assess, plan, intervene, and evaluate patients, refer students to community health providers as indicated, provide first aid to students and/or staff members appropriate to the health center.
- 3) Evaluate mental and physical health needs of students and make appropriate referrals for disposition. Assist in crisis intervention and health education.
- 4) Refer students to appropriate campus and community resources.
- 5) Provide follow up on medical treatment of students.
- 6) Administer immunizations.
- 7) Administer emergency first aid to students and college staff.
- 8) Follow protocol for communicable disease control.
- 9) Critically assess severity of illnesses, injuries, and emergencies and adopt efficient and effective course of action while maintaining control.
- 10) Document accurate required health information in Electronic Medical Records of students, faculty and staff.
- 11) Refer patients to appropriate health care providers for management of acute and chronic health complaints beyond the scope of the health center.
- 12) Exercise good judgment and maintain confidentiality in maintaining critical and private health information, records, and reports.
- 13) Monitor and maintain appropriate levels of medical supplies and medications.
- 14) Clarify and understand oral and written directions for ongoing patient services in Electronic Medical Record.
- 15) Work independently within the scope of Nurse Practice Act and with minimal clinical supervision. Assist in formulation/revision of written procedures, standing orders, and protocol for student health services.
- 16) Comply with mandatory reporting requirements as defined by licensure, epidemiology, health, and safety.
- 17) Perform additional related health services work as required and assigned.
- 18) Supervise and lead staff toward common district, campus, and health center goals with emphasis on meeting student's health needs.
- 19) Conduct educational workshops and events relative to student health and wellness.
- 20) Collaborate with staff psychologists to develop and further goals of the health center and create and promote special events/workshops.

**DIRECTOR OF STUDENT HEALTH CENTER
JOB DESCRIPTION – CLASSIFIED SUPERVISORY (CONTINUED)**

- 21) Create and direct the production of health center literature and publicity, i.e. social media, newsletters, bulletin boards, brochures, web presence, etc.
- 22) Develop and promote the health center throughout the campus community.
- 23) Implement campus policies and procedures as well as state health codes and policies.
- 24) Lead and participate in department, campus, and community committees and activities as appropriate.
- 25) Orient new RN's and student health staff. Alert area manager of possible areas of concern requiring intervention.
- 26) Assist in recruiting and selecting staff in all areas under direct supervision.
- 27) Provide in-service training. Supervise and evaluate staff, program functions, and activities.
- 28) Responsible for the timely and accurate review and preparation of budget documents, including monthly expenditure reports and such documents and summaries as required by the funding source.
- 29) Analyze data for presentation in various formats.
- 30) Responsible for all departmental reporting, including program accountability reports and for seeking additional and alternative funding for programs and activities.
- 31) Responsible for the development and implementation of project goals, objectives, and activities associated with program operations, including but not limited to: planning seminars, training activities, workshops, orientations, public relations and recognition events, as well as for the documentation and evaluation of project activities and outcomes.
- 32) Successfully implement and institutionalize health care project activities.
- 33) Responsible for establishing collaborative partnerships with community-based and other local organizations, public and private groups, state and national entities and affiliates to further project goals and objectives and meet critical student needs.
- 34) Provide substantial leadership, collaboration, and support to committees, programs, and departments.

KNOWLEDGE AND ABILITIES

Thorough Knowledge of:

- 1) Effective and efficient use of an Electronic Record Management (EMR) system.
- 2) Rules, regulations, and policies relating to the operation and administration of a community college district, as well as state and federal rules, regulations, and policies (i.e. HIPAA, FERPA, ADA/ADAA).
- 3) Principles of supervision and management, record keeping, accountability, and thorough program documentation; research design and methods.

**DIRECTOR OF STUDENT HEALTH CENTER
JOB DESCRIPTION – CLASSIFIED SUPERVISORY (CONTINUED)**

Ability to:

- 1) Utilize multiple technology platforms.
- 2) Plan and implement programs.
- 3) Develop and manage budgets.
- 4) Write clear and concise complex documents; compile reports.
- 5) Work cooperatively with other employees and the public.
- 6) Establish positive and effective interdisciplinary relationships.
- 7) Communicate effectively in writing and speech.
- 8) Comprehend and interpret financial statements.
- 9) Analyze situations and make appropriate decisions.
- 10) Supervise the work of others.

MINIMUM QUALIFICATIONS

Education and Experience

Overall responsibility for developing and directing student health services shall be a valid, current California license as a registered nurse, and either of the following:

- 1) Possess from an accredited institution a master's degree in nursing and a California Public Health Nurse certificate; OR
- 2) Possess from an accredited institution a bachelor's in nursing, a California Public Health Nurse certificate, and a master's degree in health education, sociology, psychology, counseling, health care administration, public health, or community health.

Minimum of three (3) years of experience highlighting administration responsibilities for a health center or other related agency. Experience involving work with community groups and governmental entities, documentation of program activities, and budget administration.

Desirable Qualifications

Current certificate as a California Nurse Practitioner in one or more of the following areas: Direct experience in a community college or university health center, or related area of health care practice and administration.

Board Approved:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
SEPTEMBER 2021

**MANAGER OF PEOPLE AND CULTURE/HUMAN RESOURCES
EMPLOYEE RELATIONS AND DISTRICT INVESTIGATIONS**

JOB DESCRIPTION

POSITION OVERVIEW

The Manager of People and Culture innovates, delivers, and collaborates on duties in promulgating the District's commitment to foster an inclusive and equitable environment where our campus community is able to thrive and belong authentically. The Manager serves as the District's Title IX Investigator, Alternate Title IX Coordinator, Section 504/ADA Deputy Coordinator and supports via duties encompassing all aspects of U.S. Equal Employment Opportunity Commission ("EEOC"), California Department of Fair Employment and Housing ("DFEH"), U.S. Department of Education Office of Civil Rights ("OCR"), Title IX, Jeanne Clery Act, and related federal/state/local legislations. The Manager further ensures the delivery of consistently excellent People and Culture related strategies in areas such as, learning and development, leaves management, process innovation, total rewards, and employee relations. The Manager of People and Culture reports to the Assistant Vice Chancellor of People and Culture/Human Resources.

REPRESENTATIVE DUTIES

- 1) Leads, assesses, and mentors team members to ensure daily operations and inspire creativity.
- 2) Innovates and implements new ideas for continuous and sustainable improvement, including process enhancements that reduce cost, strengthen stakeholder satisfaction, and improve the effective delivery of services.
- 3) Collaborates with senior leaders, managers, and employees in providing expertise in the areas such as learning and development, process innovation, total rewards, investigations, employee relations, performance management, alternative dispute resolution, and risk management.
- 4) Partners closely with peers and stakeholders across the District to assess existing People and Culture programs, processes, and practices and to identify gaps and inefficiencies, and innovate to enhance the employee experience and support long-term growth objectives.
- 5) Conducts thorough and comprehensive investigations to ensure the District's proactive alignment with the Civil Rights Act of 1964 (Title VII), the Education Amendments of 1972 (Title IX), the Clery Act as amended by the Violence Against Women Act Reauthorization of 2013 (VAWA), the Americans with Disabilities Act, the California Code of Regulations Title 5, all other relevant federal, state, and local laws, statues, regulations, and District policies and procedures particularly related to matters of unlawful discrimination, harassment, and sexual assault.
- 6) Monitors and informs on legislative changes relevant to People and Culture.
- 7) Creates and maintains a case management electronic filing system that records, monitors, and keeps current all unlawful discrimination complaints, investigations, and grievances and associated documents.
- 8) Plans, recommends, and develops District procedures that enable the District to proactively respond to unlawful discrimination issues.
- 9) Recommends proactive changes to District policies, procedures, and practices to ensure ongoing commitment to diversity, inclusion, equity, and belonging.
- 10) Prepares investigative reports regarding EEO/Civil Rights/Title IX complaints with findings of fact, analysis of credibility, and determination of responsibility on a timely basis.
- 11) Collaborates with faculty, staff, and administrators, provides leadership to plan, develop, organize, coordinate, and implement programs, activities, initiatives, and operations that support the District's commitment to a discrimination and harassment free environment, and a safe climate for all college community members.

**MANAGER OF PEOPLE AND CULTURE/HUMAN RESOURCES
EMPLOYEE RELATIONS AND DISTRICT INVESTIGATIONS**

JOB DESCRIPTION (CONTINUED)

- 12) Innovates and develops, in collaboration with the Assistant Vice Chancellor, People and Culture, learning and development programs that are tailored around lean 80/20 learning with research-based impact and sustainable results on topics such as Title IX sexual misconduct prevention and awareness, AB 1825 sexual harassment prevention, child abuse and neglect mandated reporters, unlawful discrimination, and other People and Culture topics.
- 13) Collaborates in District alternative dispute resolution processes, EEOC/DFEH/OCR responses, and State Chancellor's Office affairs.
- 14) Participates in regular collaboration sessions with campus Deputy Title IX stakeholders and the District's Office of Diversity, Equity, and Inclusion.
- 15) Collaborates with stakeholders to participate in negotiation, administration, and interpretation of labor agreements.
- 16) Coaches stakeholders on People practices that will create a highly engaged Culture of high performance; delivers management coaching and training where needed to front-line managers and senior leaders.
- 17) Collaborates to provide strategies to resolve complex and escalated employee relations affairs.
- 18) Maintains in-depth knowledge of legal requirements related to day-to-day management of team members, reducing legal risks, and ensuring regulatory compliance.
- 19) Operates in a collaborative, positive and open manner - modeling key cultural indicators in their work, team interactions, and relationships with partners and employees.
- 20) Constructs effective work relationships at all levels of the organization, influences behavior, and manages positive change.
- 21) Proposes and facilitates action to support employee engagement.
- 22) Partners closely with management and team members globally to improve workrelationships, build morale, and increase productivity and retention.
- 23) Supports leadership in enhancing People and Culture visibility and providing innovative and proactive needs for District and campus stakeholders.
- 24) Leads, coaches, supervises, and leads classified staff in a variety of People and Culture areas.
- 25) Performs other duties as assigned and serves as a backup to the Assistant Vice Chancellor of People and Culture/Human Resources.

KNOWLEDGE AND ABILITIES

Thorough Knowledge of:

- 1) Success with providing People and Culture support in a multi-stakeholder organization across multiple locations.
- 2) Applicable sections of California Education Code, Title 5, California Fair Housing and Employment Act, Clery Act, Violence Against Women Act, Campus SaVE Act, Americans with Disabilities Act, the Child Abuse and Neglect Reporting Act (CANRA), and Meyers-Milias-Brown Act.
- 3) Methods and techniques of trauma-informed investigations and adjudications pursuant to California Education Code Section 67386 (b) (12) and other legal requirements.
- 4) Principles, practices, and techniques used in the analysis, evaluation, design, planning, and management of a comprehensive EEO/Title IX/Civil Rights/Restorative Justice program and its integration with a full-scale human resources program including employee relations, employee and management training and development, and employee discipline and corrective action.

**MANAGER OF PEOPLE AND CULTURE/HUMAN RESOURCES
EMPLOYEE RELATIONS AND DISTRICT INVESTIGATIONS**

JOB DESCRIPTION (CONTINUED)

- 5) Proven practices and strategies for investigation, negotiation, alternative dispute resolution, mediation, and arbitration.
- 6) Intersectional diversity, inclusion, belonging, equity, antiracism, and equal opportunity.
- 7) Software such as Advocate/Maxient, Ellucian Banner/Colleague, case management, and related HRIS/People and Culture software.
- 8) High degree of business insight; results-oriented with an ability to work independently.
- 9) Strategies identifying and building cross-functional partnerships to understand challenges.

Ability to:

- 1) Analyze and strategize with People metrics to guide strategy.
- 2) Respond to change with strategy and innovation.
- 3) Innovate on software packages for recruitment, personnel, spreadsheets and databases.
- 4) Strong business and financial acumen with the ability to understand drivers of shareholder value and relevant business models, and how to translate these into People and Culture initiatives.
- 5) Show success utilizing employee attraction, engagement, and retention strategies.
- 6) Gather and analyze data, reason logically and draw valid conclusions.
- 7) Analyze situations and make appropriate decisions and/or recommendations.
- 8) Quickly learn and effectively interpret and apply rules, regulations and precedents to personnel issues and develop working solutions.
- 9) Clearly communicate ideas and recommendations.
- 10) Write clear, comprehensive and concise reports.
- 11) Work with and provide direction to other employees in the completion of the day-to-day work.
- 12) Excel in an ever-changing environment using an ambitious mindset.

MINIMUM QUALIFICATIONS

Education and Experience:

Bachelor's Degree from an accredited college or university and three (3) years of related work experience OR Juris Doctorate from an accredited college or university and one (1) year of related work experience OR Equivalent combination of training and experience.

Board Approved:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED AUGUST 2021

**ASSISTANT VICE CHANCELLOR OF PEOPLE AND CULTURE / HUMAN RESOURCES
LEARNING, INNOVATION, WELLNESS, AND EQUITY
JOB DESCRIPTION – CLASSIFIED ADMINISTRATOR**

POSITION OVERVIEW

The Assistant Vice Chancellor, People and Culture/Human Resources innovates, delivers, and collaborates on Districtwide people and culture functions related to learning and development, policy/process innovations, and equity compliance/investigations. The Assistant Vice Chancellor will create and bring to life differentiated yet relatable lean learning and development programs, modernized policy and processes, as well as equitable compliance and investigations to ensure belonging. The Assistant Vice Chancellor also serves as the District’s Title IX and Section 504/ADA coordinator and oversees duties encompassing all aspects of U.S. Equal Employment Opportunity Commission (“EEOC”), California Department of Fair Employment and Housing (“DFEH”), U.S. Department of Education Office of Civil Rights (“OCR”), Title IX, Jeanne Clery Act, and related federal/state/local legislations. The Assistant Vice Chancellor reports to the Vice Chancellor of Human Resources.

REPRESENTATIVE DUTIES

- Partners closely with peers and stakeholders across the District to assess existing people and culture programs, processes, and practices and to identify gaps and inefficiencies, and innovate to enhance the employee experience and support long-term growth objectives.
- Consults with senior leaders, managers, and employees in providing expertise in the areas such as learning and development, process innovation, total rewards, investigations, employee relations, performance management, alternative dispute resolution/mediation, and risk management.
- Builds and sustains a performance-based culture focused on setting measurable objectives, engendering accountability, and delivering consistent feedback.
- Leads, assesses, and mentors team members to ensure daily operations excellence and encourage and inspire creativity.
- Develops and delivers training programs that are tailored around lean 80/20 learning with research-based impact and sustainable results on topics such as Title IX prevention and awareness program, AB 1825 sexual harassment prevention, child abuse and neglect mandated reporters, Title IX sexual violence prevention, unlawful discrimination, and other people and culture topics.
- Oversees all District investigations of complaints of discrimination, alternative dispute resolution, EEOC/DFEH responses and State Chancellor’s Officer affairs.
- Recruits, trains and manages investigators, adjudicators, advisors for all Title IX and Equity cases.
- Conducts intake interviews, investigations, and mediation (as needed).
- Pens comprehensive reports of findings of fact and recommendations for appropriate remedies within mandatory deadlines.
- Prepares, in collaboration with various stakeholders, annual statistical reports to state and federal agencies, Chancellor, Presidents, Board of Trustees, and others in the campus community on incidences of sexual offense and claims of discrimination or harassment.
- Establishes and maintains comprehensive case logs, files and notes.
- Leads regular collaboration sessions with campus Deputy Title IX stakeholders and the District Office of Diversity, Equity, and Inclusion.
- Maintains the Title IX website and people and culture social media platforms to publicize campus and community resources.
- Performs case management services such as sustaining parties’ communications throughout the investigation and resolution process.

**ASSISTANT VICE CHANCELLOR OF PEOPLE AND CULTURE / HUMAN RESOURCES
LEARNING, INNOVATION, WELLNESS, AND EQUITY**

JOB DESCRIPTION – CLASSIFIED ADMINISTRATOR (CONTINUED)

- Assesses and takes action to mitigate any potential safety risks.
- Coordinates and makes referrals for support services and as needed the County Sheriff's Office as well as other authorities.
- Collaborates with District Public Safety to fulfill the objectives of Clery Compliance and ensure consistent compliance with Student Affairs and the District's Annual Security.
- Liaisons and innovates with outside counsel to ensure efficiency, accountability, and accuracy.
- Evaluates and enhances existing Board Policies, Administrative Regulations, and related policies/procedures.
- Supports and coaches supervisors in developing, delivering, and monitoring Performance Improvement Plans and reviews complaints or concerns from teammates regarding the process.
- Innovates and implements new ideas for continuous and sustainable improvement, including process enhancements that reduce costs, strengthen stakeholder satisfaction, and/or improve the effective delivery of services.
- Manages and collaborates with stakeholders on complex risk management, leaves of absences, and accommodation affairs.
- Collaborates with the Vice Chancellor of Human Resources with annual operating budgets for the department.
- Performs other duties as assigned and serves as a backup to the Vice Chancellor of Human Resources.

KNOWLEDGE AND ABILITIES

Thorough Knowledge of:

- 1) Successful strategies with providing people and culture support in a multi-stakeholder organization across multiple locations.
- 2) Risk, control, and compliance operating models in the people and culture/human resources space.
- 3) Leaves and accommodation management strategy, tracking, models, systems, and compliance.
- 4) Learning strategies and blended learning approaches to support a learner-centric experience.
- 5) Innovative, varied and simplified solutions which maximize knowledge and skill acquisition.
- 6) Strategic ideas within the people and culture space through EEO, TIX, and civil rights compliance monitoring, technology, trend forecasting, and stakeholder collaboration.
- 7) Applicable sections of California Education Code, Title 5, California Fair Housing and Employment Act, Clery Act, Violence Against Women Act, Campus SaVE Act, Americans with Disabilities Act, the Child Abuse and Neglect Reporting Act (CANRA), and Meyers-Milias-Brown Act.
- 8) Methods and techniques of trauma-informed investigations and adjudications pursuant to California Education Code Section 67386 (b) (12) and other legal requirements.
- 9) Principles, practices and techniques used in the analysis, evaluation, design, planning and management of a comprehensive equal employment opportunity/Title IX/civil rights/restorative justice program and its integration with a full-scale human resources program including employee relations, employee and management training and development, and employee discipline and corrective action.
- 10) Proven practices and strategies for investigation, negotiation, alternative dispute resolution, mediation, and arbitration.
- 11) Strategies identifying and building cross-functional partnerships to understand challenges.
- 12) Intersectional diversity, inclusion, belonging, equity, antiracism, and equal opportunity.
- 13) Research techniques, data mining practices, and people analytics strategies.

**ASSISTANT VICE CHANCELLOR OF PEOPLE AND CULTURE / HUMAN RESOURCES
LEARNING, INNOVATION, WELLNESS, AND EQUITY**

JOB DESCRIPTION – CLASSIFIED ADMINISTRATOR (CONTINUED)

- 14) Experience with software such as Advocate/Maxient, Ellucian Banner/Colleague, case management, and related HRIS/people and culture software.
- 15) Effective and concise verbal and written communication skills with the ability to collaborate and influence with cross-functional team members.

Ability to:

- 1) Analyze and strategize with data and metrics to guide strategy.
- 2) Innovate on software packages for recruitment, personnel, spreadsheets, and databases.
- 3) Show success utilizing employee attraction, engagement, and retention strategies.
- 4) Gather data, analyze/reason logically, and draw valid conclusions.
- 5) Investigate and/or mediate TIX, EEO, and related complaints.
- 6) Spearhead with expedited resolution in various employee relations matters.
- 7) Audit various people and culture processes, practices, and procedures to ensure alignment and compliance.
- 8) Analyze situations and make appropriate decisions and/or recommendations.
- 9) Quickly learn and effectively interpret and apply rules, regulations, and precedents to personnel issues with working solutions.
- 10) Clearly communicate ideas and recommendations.
- 11) Write clear and concise reports, presentations, and related communications.
- 12) Work with and provide direction to other employees in the completion of the day-to-day work.
- 13) Excel in an ever-changing environment using an ambitious mindset.

MINIMUM QUALIFICATIONS

Education and Experience:

Bachelor's Degree from an accredited college or university and five (5) years of related work experience OR Master's Degree/Juris Doctorate/Doctorate Degree from an accredited college or university and three (3) years of related work experience OR Equivalent combination of training and experience.

Board Approved:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
SEPTEMBER 13, 2021**

CLASSIFIED

Hourly On Going to Contract

Heller, Shelly
From: Science Storekeeper/Lab
Technician
Mathematics and Sciences
Santiago Canyon College
To: Science Lab Coordinator
Science, Mathematics and Health
Sciences Division (CL21-0101)
Santa Ana College

Effective: September 3, 2021
Grade 13, Step 1 \$59,223.61

Short term to Contract

Spaulding, Thomas
Senior District Safety Officer
(CL21-00094)
District Safety/ District

Effective: August 9, 2021
Grade 13, Step 6 + 5% Swing Shift
\$79,425.09

Professional Growth Increments

Duong, Linda
Applications Specialist I/ Library
Fine and Performing Arts
Santa Ana College

Effective: October 1, 2021
Grade 13, Step 6 + 5% Longevity
+ 13 Professional Growth (5000)
\$84,425.09

Espinosa, Laura
Administrative Clerk
Academic Affairs/Santiago Canyon
College

Effective: October 1, 2021
Grade 10, Step 6 + 7.5% Longevity
+ 8 Professional Growth (4000)
\$74,292.64

Hale, Kristine
Science Lab Coordinator
Mathematics and Sciences Division
Santiago Canyon College

Effective: October 1, 2021
Grade 13, Step 6 + 7.5% Longevity
+ 8 Professional Growth (4000)
\$85,316.16

Professional Growth Increments cont'd

Kang, Charles Bookstore Buyer/ Bookstore Santiago Canyon College	Effective: October 1, 2021 Grade 10, Step 4 + 9 Professional Growth (4500) \$63,785.21
Negron, Victor Senior Payroll Specialist Payroll /District	Effective: October 1, 2021 Grade 14, Step 6 + 5 Professional Growth (2500) \$82,240.08
Nguyen, Trinity Science Lab Coordinator Mathematics and Sciences Santiago Canyon College	Effective: October 1, 2021 Grade 13, Step 5 + 5% Longevity + 9 Professional Growth (4000) \$79,608.27
Ramirez, Leonardo Skilled Maintenance Worker Administrative Services Santa Ana College	Effective: October 1, 2021 Grade 11, Step 6 + 2 Professional Growth (1000) \$69,280.42
Vega, Alexandria Student Services Specialist Student Services Santiago Canyon College	Effective: October 1, 2021 Grade 10, Step 6 + 2 Professional Growth (1000) \$66,338.50
Zambrano Reynoso, Ivan Financial Aid Analyst Financial Aid Santiago Canyon College	Effective: October 1, 2021 Grade 11, Step 4 + 1 Professional Growth (500) \$62,419.08

Out of Class Assignment

Aguilar, Sandra Administrative Secretary Continuing Education Santa Ana College	Effective: 08/23/21 – 06/30/22 Grade 12, Step 6 + 7.5% Longevity + 5 Professional Growth (2500) \$79,776.04
Cardenas, Maria Administrative Clerk Continuing Education Santa Ana College	Effective: 08/23/21 – 06/30/22 Grade 10, Step 1 + 2.5% Bilingual \$52,462.91

Out of Class Assignment cont'd

Hermen, Lisa Administrative Clerk Kinesiology Santa Ana College	Effective: 09/01/21 – 06/30/22 Grade 10, Step 1 + 5%Longevity + 3 Professional Growth (1000) \$54,742.50
Jaimes, Erica Administrative Secretary Mathematics and Sciences Santiago Canyon College	Effective: 08/23/21 – 06/30/22 Grade 12, Step 4 + 2.5%Longevity + 3 Professional Growth (1500) \$68,314.09
Leung, Kristy Administrative Clerk Continuing Education Santa Ana College	Effective: 08/23/21 – 06/30/22 Grade 10, Step 4 + 10% Longevity + 2.5% Bilingual \$66,695.86
Marthell, Monique Support Services Assistant Continuing Education Santiago Canyon College	Effective: 08/23/21 – 06/30/22 Grade 11, Step 5 + 7.5% Longevity + 2.5% Bilingual \$71,533.47
Meza, Renise Administrative Secretary Fine & Performing Arts Santa Ana College	Effective: 08/23/21 – 12/31/21 Grade 12, Step 6 + 7.5% Longevity + 4 Professional Growth (2000) \$79,276.04
Orozco, Christina Admissions & Records Specialist Senior Continuing Education Santa Ana College	Effective: 08/23/21 – 06/30/22 Grade 11, Step 5 + 7.5% Longevity + 2.5% Bilingual \$71,533.47
Palomares, Vanessa Resource Development Coordinator Educational Services District	Effective: 08/16/21 – 06/30/22 Grade 16, Step 2 + 2 Professional Growth (500) \$73,955.76
Phan, Lieuthu Administrative Clerk Continuing Education Santa Ana College	Effective: 08/23/21 – 06/30/22 Grade 10, Step 2 + 2.5% Bilingual + 1 Professional Growth (500) \$55,615.31

Out of Class Assignment cont'd

Ralston, Lance Lead Central Plant Operator Administrative Services Santa Ana College	Effective: 07/01/21 – 12/31/21 Grade 14, Step 6 + 5% Longevity \$83,727.08
Ramirez, Ascencion Admissions & Records Specialist Senior Continuing Education Santiago Canyon College	Effective: 08/23/21 – 06/30/22 Grade 11, Step 6 + 12.5% Longevity + 2.5% Bilingual \$78,522.48
Ramos, Michelle Administrative Clerk Publications/ District	Effective: 08/21/21 – 12/31/21 Grade 10, Step 5 \$62,227.13
Reimer, Lillian Administrative Clerk Continuing Education Santa Ana College	Effective: 08/23/21 – 06/30/22 Grade 10, Step 4 + 12.5% Longevity \$66,695.86
Rodriguez, Gisela High School and Community Outreach Specialist Continuing Education Santiago Canyon College	Effective: 08/23/21 – 06/30/22 Grade 13, Step 5 + 7.5% Longevity + 2.5% Bilingual + 8 Professional Growth (4000) \$83,208.67
Romero, Isadora Administrative Clerk Continuing Education Santa Ana College	Effective: 08/23/21 – 06/30/22 Grade 10, Step 6 + 5% Longevity + 2.5% Bilingual \$70,238.89
Rubio Lopez, Miguel Lead Maintenance Worker Administrative Services Santa Ana College	Effective: 07/01/21 – 12/31/21 Grade 14, Step 4 \$72,269.74
Smith, Nancy Graphic Designer Publications/ District	Effective: 08/27/21 – 12/31/21 Grade 14, Step 5 \$75,935.60
Zambrano, Wendy Admissions and Records Specialist Senior Continuing Education Santa Ana College	Effective: 08/23/21 – 06/30/22 Grade 11, Step 6 \$68,280.42

Return to Regular Assignment

Duenez, Joe
Administrative Secretary
From: Mathematics and Sciences
Santiago Canyon College
To: Career Education
Santiago Canyon College

Effective: August 22, 2021
Grade 12, Step 5
+ 1 Professional Growth (500) \$68,996.05

Madrigal, Maria
Executive Secretary
Educational Services/ District

Effective: September 14, 2021
Grade 14, Step 4 \$72,269.74

Change in Salary Placement

Nguyen, Trinity
Science Lab Coordinator
Mathematics and Sciences
Santiago Canyon College

Effective: September 1, 2021
Grade 13, Step 5 + 5% Longevity
+ 8 Professional Growth (3500)
\$79,108.27
Correction

Leave of Absence

Huipe, Emmanuel
Media Systems Electronic Technician
Administrative Services
Santiago Canyon College

Effective: 07/28/21 – 08/10/21
Reason: FMLA/Parental Leave

Ratification of Resignation/Retirement

Landa, Alejandra
Resource Development Coordinator
Educational Services/ District

Effective: September 3, 2021
Reason: Resignation

Requena Ramirez, Raquel
Student Services Coordinator
Academic Affairs/ Santa Ana College

Effective: September 7, 2021
Reason: Resignation

CLASSIFIED HOURLY

Out of Class Assignment

Aburto, Guadalupe
Administrative Clerk
Continuing Education
Santa Ana College

Effective: 08/23/21 – 06/30/22
Grade 10, Step A + 2.5% Bilingual
\$25.13/Hour

Out of Class Assignment cont'd

Camarena, Evangelina
Administrative Clerk
Continuing Education
Santa Ana College

Effective: 08/23/21 – 06/30/22
Grade 10, Step A +10% Longevity
+ 2.5% Bilingual \$27.58/Hour

Gaston, Vanessa
Administrative Clerk
From: Student Services
Santiago Canyon College
To: Veteran Affairs
Santa Ana College

Effective: 08/02/21 – 12/31/21
Grade 10, Step A \$24.52/Hour

Leung, Sharon
Administrative Clerk
Continuing Education
Santa Ana College

Effective: 08/23/21 – 06/30/22
Grade 10, Step A + 7.5% Longevity
+ 2.5% Bilingual \$26.97/Hour

Lu, Leslie
Administrative Clerk
Continuing Education
Santa Ana College

Effective: 08/23/21 – 06/30/22
Grade 10, Step A + 2.5% Bilingual
\$25.13/Hour

Meraz, Norma
Administrative Clerk
Continuing Education
Santa Ana College

Effective: 08/23/21 – 06/30/22
Grade 10, Step A + 2.5% Bilingual
\$25.13/Hour

Ontiveros, Tara
Student Services Coordinator
Student Services
Santiago Canyon College

Effective: 07/19/21 – 12/10/21
Grade 15 Step A \$31.58/Hour

Pasillas, Ana
Administrative Clerk
Continuing Education
Santa Ana College

Effective: 08/23/21 – 06/30/22
Grade 10, Step A + 2.5% Bilingual
\$25.13/Hour

Plascencia Ambar
Administrative Clerk
Academic Affairs
Santa Ana College

Effective: 07/11/21 – 12/10/21
Grade 10, Step A \$24.52/Hour

Out of Class Assignment cont'd

Soria, Lisset
Administrative Clerk
Continuing Education
Santa Ana College

Effective: 08/23/21 – 06/30/22
Grade 10, Step A + 2.5% Bilingual
\$25.13/Hour

Leave of Absence

Marcos Ramirez, Rodrigo
Student Services Specialist
Student Services
Santa Ana College

Effective: 08/01/21 – 08/05/21
Reason: Non Work Days for 10 Month
Contract

Tonix, Jorge
Student Services Specialist
Student Affairs
Santa Ana College

Effective: 08/01/21 – 08/05/21
Reason: Non Work Days for 10 Month
Contract

Ratification of Resignation/Retirement

Arauz, Kimberly
Student Services Specialist
Student Services
Santa Ana College

Effective: August 9, 2021
Reason: Resignation

Banal, Justine
Student Services Specialist
Student Services
Santa Ana College

Effective: August 9, 2021
Reason: Resignation

Hernandez, Mirella
Instructional Assistant
Continuing Education
Santiago Canyon College

Effective: August 6, 2021
Reason: Resignation

Irani, Najin
Instructional Assistant
Mathematics and Sciences
Santiago Canyon College

Effective: August 16, 2021
Reason: Resignation

Martynenko, Galina
Instructional Center Technician
Humanities and Social Sciences
Santa Ana College

Effective: August 22, 2021
Reason: Resignation

TEMPORARY ASSIGNMENT

Short Term Assignment

Alfaro, Cristo
Student Program Specialist
Continuing Education
Santa Ana College

Effective: 09/14/21 – 06/30/22
Grade 10 \$24.52/Hour

Angel, Lilly
Counseling Assistant
Counseling
Santa Ana College

Effective: 09/14/21 – 06/30/22
Grade 5 \$20.08/Hour

Arroyo, Giovany
Learning Facilitator
Science, Mathematics and Health Sciences
Santa Ana College

Effective: 09/14/21 – 06/30/22
Grade 8 \$22.51/Hour

Bannon, Samuel
Instructional Assistant
Humanities and Social Sciences
Santa Ana College

Effective: 09/14/21 – 06/30/22
Grade 5 \$20.08/Hour

Constantino Rodriguez, Maria
Counseling Assistant
Counseling
Santa Ana College

Effective: 09/14/21 – 06/30/22
Grade 5 \$20.08/Hour

Cruz, Jessica
Instructional Assistant
Counseling
Santa Ana College

Effective: 09/14/21 – 06/30/22
Grade 5 \$20.08/Hour

Cruz, Joanna
Instructional Assistant
Science, Mathematics and Health Sciences
Santa Ana College

Effective: 09/14/21 – 12/31/21
Grade 5 \$20.08/Hour

Hawkins, Troy
Learning Facilitator
Science, Mathematics and Health Sciences
Santa Ana College

Effective: 09/14/21 – 06/30/22
Grade 8 \$22.51/Hour

Short Term Assignment cont'd

Hornsby, Lindsay Instructional Assistant Mathematics and Sciences Santiago Canyon College	Effective: 09/14/21 – 12/11/21 Grade 5 \$20.08/Hour
Jenks, Daniel Instructional Assistant Mathematics and Sciences Santiago Canyon College	Effective: 09/14/21 – 12/11/21 Grade 5 \$20.08/Hour
Lee, Amy General Office Clerk Educational Services District	Effective: 09/14/21 – 06/30/22 Grade 3 \$18.83/Hour
Macall, Carmen Athletic Trainer/Therapist Kinesiology Santa Ana College	Effective: 09/14/21 – 06/30/22 Grade 15 \$31.58/Hour
Maradiaga, Alexander Instructional Assistant Science, Mathematics and Health Sciences Santa Ana College	Effective: 09/14/21 – 06/30/22 Grade 5 \$20.08/Hour
Reyes, Gustavo Instructional Assistant Science, Mathematics and Health Sciences Santa Ana College	Effective: 09/14/21 – 06/30/22 Grade 5 \$20.08/Hour
Rojas Sanchez, Elvia Instructional Assistant Continuing Education Santa Ana College	Effective: 09/14/21 – 06/30/22 Grade 5 \$20.08/Hour
Sotelo Albarran, Maria Instructional Assistant Continuing Education Santa Ana College	Effective: 09/14/21 – 06/30/22 Grade 5 \$20.08/Hour

Change in Temporary Assignment

Dominguez, Diana
Instructional Assistant
Student Services
Santa Ana College

Effective: 08/30/21 – 05/27/22
Grade 5 \$20.08/Hour

Lozano, Omar
Instructional Assistant
Student Services
Santa Ana College

Effective: 08/30/21 – 05/27/22
Grade 5 \$20.08/Hour

Nguyen, Xuan
Instructional Assistant
Student Services
Santa Ana College

Effective: 08/30/21 – 12/10/21
Grade 5 \$20.08/Hour

Santoyo, Marisol
Instructional Assistant
Student Services
Santa Ana College

Effective: 08/30/21 – 12/10/21
Grade 5 \$20.08/Hour

Additional Hours for Ongoing Assignment

Gaston, Vanessa
Administrative Clerk
Student Services
Santa Ana College

Effective: 08/02/21 – 12/31/21
Not to exceed 19 consecutive days in any
given period.

Medina, Jonathan
Student Services Specialist
Student Services
Santa Ana College

Effective: 08/02/21 – 06/30/22
Not to exceed 19 consecutive days in any
given period.

Plascencia, Ambar
Administrative Clerk
Academic Affairs
Santa Ana College

Effective: 07/11/21 – 12/10/21
Not to exceed 19 consecutive days in any
given period.

Vu, Thanh
Intermediate Clerk
Counseling
Santa Ana College

Effective: 07/28/21 – 06/30/22
Not to exceed 19 consecutive days in any
given period.

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Andaya Alvarado, Deysi D.	Effective:	08/23/21-06/30/22
Cantoran, Maria G.	Effective:	08/23/21-06/30/22
Carlos, Maria A.	Effective:	08/23/21-06/30/22
Castelan, Delfina I.	Effective:	08/24/21-06/30/22
De la O, Mercedes A.	Effective:	08/23/21-06/30/22
Galicia, Gabrielle N.	Effective:	08/23/21-06/30/22
Gandarilla Jr, Eliseo	Effective:	08/25/21-06/30/22
Gutierrez, Griselda	Effective:	08/23/21-06/30/22
Hernandez Montero, Lorena J.	Effective:	08/23/21-06/30/22
Ho, Nhu L.	Effective:	08/23/21-06/30/22
Khugyani, Summaya	Effective:	08/23/21-06/30/22
Leon Hernandez, Claudia	Effective:	08/23/21-06/30/22
Luna, Gabriel D.	Effective:	08/23/21-06/30/22
Macias, Javier	Effective:	08/16/21-06/30/22
Michael, Angel M.	Effective:	08/11/21-06/30/22
Morales, Jacqueline	Effective:	08/23/21-06/30/22
Nguyen, Khoa H.	Effective:	08/11/21-06/30/22
Nguyen, Thi T.	Effective:	08/27/21-06/30/22
Nguyen, Thuy Khanh	Effective:	08/23/21-06/30/22
Noguera, Beatriz A.	Effective:	08/23/21-06/30/22
Nunez Cardenas Velazquez, Adrian G.	Effective:	08/11/21-06/30/22
Orellana Orellana, Maria M.	Effective:	08/25/21-06/30/22
Ortega, Ivan	Effective:	08/23/21-06/30/22
Perez, Daisy C.	Effective:	08/30/21-06/30/22
Peterson, Jordan B.	Effective:	08/23/21-06/30/22
Pham, VU H.	Effective:	08/23/21-06/30/22
Popick, Aissa J.	Effective:	08/23/21-06/30/22
Ramaswamy, Avinash S.	Effective:	08/30/21-06/30/22
Ramirez Rosas, Micaela V.	Effective:	08/23/21-06/30/22
Resendiz, Itzel N.	Effective:	08/23/21-06/30/22
Resendiz Rodriguez, Juana	Effective:	08/23/21-06/30/22
Rodriguez, Itzcoatl G.	Effective:	08/23/21-06/30/22
Samano, Angel J.	Effective:	08/31/21-06/30/22
Sanchez Navarro, Andrea	Effective:	08/27/21-06/30/22
Sandoval, Marishia K.	Effective:	08/23/21-06/30/22
Silva, Erika	Effective:	08/23/21-06/30/22
Solis, Jenny L.	Effective:	08/23/21-06/30/22
Torres, Juan A.	Effective:	08/23/21-06/30/22
Torres, Megan L.	Effective:	08/24/21-06/30/22
Touch, Visa	Effective:	08/30/21-06/30/22
Tran, Le Nhu Mai	Effective:	08/23/21-06/30/22
Tran, Thi Kim Quyen	Effective:	08/23/21-06/30/22
Vu, Tuong Vy	Effective:	08/23/21-06/30/22
Watson, Jason R.	Effective:	08/30/21-06/30/22

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT LIST**

Aguilar, Luis	Effective: 08/05/2021 – 06/30/2022
Barrera, Angelica	Effective: 08/30/2021 – 06/30/2022
Bello Soriano, Henry	Effective: 08/09/2021 – 06/30/2022
Bhatt, Sanaiya	Effective: 08/20/2021 – 06/30/2022
Boktor, Jonathan	Effective: 08/24/2021 – 06/30/2022
Briseno, Manuel	Effective: 08/18/2021 – 06/30/2022
Chen, Grace	Effective: 08/20/2021 – 06/30/2022
Chou, Danielle	Effective: 08/23/2021 – 06/30/2022
Clark, Jada	Effective: 08/23/2021 – 06/30/2022
Coutts, Rachel	Effective: 08/30/2021 – 06/30/2022
Dong, Caitlin	Effective: 08/23/2021 – 06/30/2022
Floom, Eli	Effective: 08/09/2021 – 06/30/2022
Flores, Destiny	Effective: 08/16/2021 – 06/30/2022
Galatis, Mia	Effective: 08/23/2021 – 06/30/2022
Gomez, Germain	Effective: 07/29/2021 – 06/30/2022
Gonzalez, Daniel	Effective: 08/20/2021 – 06/30/2022
Hamid, Safa	Effective: 08/16/2021 – 06/30/2022
Hutchinson, Izabella	Effective: 08/16/2021 – 06/30/2022
Joslyn, Isaiah	Effective: 08/05/2021 – 06/30/2022
Kuwahara, Connor	Effective: 08/20/2021 – 06/30/2022
Lelea, Sarah	Effective: 08/23/2021 – 06/30/2022
Maeshiro, Matthew	Effective: 08/24/2021 – 06/30/2022
Mansour, Laith	Effective: 08/05/2021 – 06/30/2022
Maula, Joey	Effective: 08/24/2021 – 06/30/2022
Noriega, Cindy	Effective: 08/17/2021 – 06/30/2022
Pacheco, Giselle	Effective: 08/10/2021 – 06/30/2022
Patino, Verence	Effective: 08/24/2021 – 06/30/2022
Pineda, Jorge	Effective: 08/25/2021 – 06/30/2022
Ramirez, Alejandra	Effective: 08/18/2021 – 06/30/2022
Reyes, Amberly	Effective: 08/20/2021 – 06/30/2022
Reyes-Mata, Nicole	Effective: 08/05/2021 – 06/30/2022
Ruelas, Lesly	Effective: 08/05/2021 – 06/30/2022
Saia, Patricia	Effective: 08/23/2021 – 06/30/2022
Sarfraz, Aqsa	Effective: 08/23/2021 – 06/30/2022
Scanlon, Riley	Effective: 08/09/2021 – 06/30/2022
Segovia, Emma	Effective: 08/20/2021 – 06/30/2022
Sharifian Attar Fahimeh	Effective: 08/20/2021 – 06/30/2022
Shumaker, Joseph	Effective: 08/17/2021 – 06/30/2022
Tang, Hoc	Effective: 08/20/2021 – 06/30/2022
Thai, Anh-Thi	Effective: 08/20/2021 – 06/30/2022
Tran, Matthew	Effective: 08/05/2021 – 06/30/2022
Trentiya, Chakshu	Effective: 08/05/2021 – 06/30/2022
Trujillo, Adena	Effective: 08/05/2021 – 06/30/2022
Ulloa, Sheila	Effective: 08/05/2021 – 06/30/2022
Villegas, Julio	Effective: 08/02/2021 – 06/30/2022

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources

To:	Board of Trustees	Date: September 13, 2021
Re:	Approval of RetireeFirst Group Medicare Insurance Plan	
Action:	Request for Authorization	

BACKGROUND

On August 9, 2021 the Board voted to approve the transition of all Medicare eligible retirees and their Medicare eligible dependents to a group Medicare insurance plan. As part of this transition, the District's insurance broker Keenan and Associates began a search for a group Medicare insurance plan that provides equal or better coverage than the current Anthem HMO, Anthem PPO, and Kaiser medical plans

As a result of the search, Keenan and Associates was able to find a group Medicare insurance plan administered through RetireeFirst which meets the requirement of equal or better coverage than the current Anthem HMO, Anthem PPO, and Kaiser medical plans.

The Anthem National PPO Medicare Advantage plan offered by RetireeFirst is the plan being considered for approval. It is accepted by all participating Medicare providers and is portable in all 50 states. This plan will allow retirees to work directly with the Medicare provider of their choice and receive the coverage stated under the plan.

RetireeFirst will also provide retirees with Medicare enrollment and advocacy services to ensure that each individual receives concierge assistance to support them through the transition to the group Medicare insurance plan. Additionally, RetireeFirst will also be able to assist in tracking and reporting Medicare late penalty fees for reimbursement to eligible retirees and their dependents.

ANALYSIS

It is expected that the Anthem National PPO Medicare Advantage plan will replace the current CompanionCare Medicare supplement plan because of overall better coverages and additional Medicare enrollment/advocacy services.

The anticipated costs to the District for the Anthem National PPO Medicare Advantage plan are as follows:

- The Anthem National PPO Medicare Advantage plan has a monthly premium of \$406.29 per member per month.
- If a retiree or dependent requires Medicare enrollment services, those services are provided by RetireeFirst at a cost of \$5 per member per month. The \$5 per member per

month would begin being charged when the retiree or dependent utilizes the enrollment services and will continue for as long as the retiree is enrolled in the RetireeFirst plan.

RECOMMENDATION

It is recommended that the Board of Trustees approve the RetireeFirst group Medicare insurance plan as recommended by the Joint Benefits Committee and to authorize the Chancellor, or his designee, to enter into the appropriate agreements with this vendor.

Fiscal Impact: These actions would generate savings; the exact amount will be determined upon implementation. Board Date: September 13, 2021
Prepared by: Cheng Yu Hou, Vice Chancellor, Human Resources
Submitted by: Cheng Yu Hou, Vice Chancellor, Human Resources
Recommended by: Marvin Martinez, Chancellor

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES 1 Board Members
FINANCE AND AUDIT COMMITTEE MEETING (Phillip Yarbrough)
San Diego, California – October 11-12, 2021