

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, August 12, 2019
2323 North Broadway, #107
Santa Ana, CA 92706

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

5:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

Action

1.4 Public Comment

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.

1.5 Approval of Minutes – Regular meeting of July 15, 2019

Action

1.6 Approval of Consent Calendar

Action

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

An exception to this procedure may occur if a board member requests a specific item be removed from the consent calendar consideration for separate discussion and a separate vote.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
- 2.5 Report from Classified Representative
- 2.6 Reports from Academic Senate Presidents
- 2.7 Informational Presentation on Santa Ana College (SAC) and Santiago Canyon College (SCC) Student Equity Plans
- 2.8 Reports from Board Committee Chairpersons and Representatives of the Board
 - Board Legislative Committee

3.0 INSTRUCTION

- *3.1 Approval of Agreement with Orange County Children’s Therapeutic Arts Center Action

The administration recommends approval of the agreement with Orange County Children’s Therapeutic Arts Center located in Santa Ana, California, as presented.
- *3.2 Approval of Agreement with Our Lady of the Pillar Church Action

The administration recommends approval of agreement with Our Lady of the Pillar Church located in Santa Ana, California, as presented.
- *3.3 Approval of Instructional Services Agreement Renewal with Hope Builders Action

The administration recommends approval of the instructional services agreement renewal with Hope Builders located in Santa Ana, California as presented.
- *3.4 Approval of Memorandum of Understanding (MOU) Renewal for Workforce Innovation and Opportunity Act (WIOA) with Santa Ana Workforce Development Board (SAWDB) and Rancho Santiago Community College District (America’s Job Center of California [AJCC] Partner) Action

The administration recommends approval of the MOU renewal for the WIOA with the SAWDB and RSCCD (AJCC Partner) as presented.
- *3.5 Approval of Clinical Affiliation Agreement with Tustin Hills Healthcare, Inc. dba The Hills Post Acute Action

The administration recommends approval of the clinical affiliation agreement with Tustin Hills Healthcare, Inc. dba The Hills Post Acute located in Santa Ana, California, as presented.

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

- *3.6 Approval of United States (U.S.) Field Site Affiliation Agreement with Walden University, LLC Action
The administration recommends approval of the U.S. field site affiliation agreement with Walden University, LLC located in Minneapolis, Minnesota, as presented.
- *3.7 Approval of Educational Affiliation Agreement with Hope Speech and Language Therapy, Inc. Action
The administration recommends approval of the educational affiliation agreement with Hope Speech and Language Therapy, Inc. located in Murrieta, California, as presented.
- *3.8 Approval of Educational Affiliation Agreement with Ontario-Montclair School District Action
The administration recommends approval of the educational affiliation agreement with Ontario-Montclair School District located in Ontario, California as presented.
- *3.9 Approval of Educational Affiliation Agreement Renewal with Extended Care Hospital of Westminster Action
The administration recommends approval of the educational affiliation agreement renewal with Extended Care Hospital of Westminster located in Westminster, California as presented.
- *3.10 Approval of Educational Affiliation Agreement Renewal with Long Beach Memorial Medical Center dba MemorialCare Long Beach Medical Center Action
The administration recommends approval of the educational affiliation agreement renewal with Long Beach Memorial Medical Center dba MemorialCare Long Beach Medical Center located in Long Beach, California as presented.
- *3.11 Approval of Educational Affiliation Agreement Renewal with Waterman Canyon Post Acute Action
The administration recommends approval of the educational affiliation agreement renewal with Waterman Canyon Post Acute located in San Bernardino, California as presented.
- *3.12 Approval of Memorandum of Understanding with California State Fire Marshal's Office, State Fire Training Action
The administration recommends approval of the MOU with the California State Fire Marshal's Office, State Fire Training located in Sacramento, California, as presented.

- *3.13 Approval of Amendment Number 4 to Agreement for Contract Services with City of Irvine Action
The administration recommends approval of amendment number 4 to agreement for contract services with the City of Irvine located in Irvine, California, as presented.
- *3.14 Approval of Pilot Program Agreement between Enzie Solutions, Inc. and Rancho Santiago Community College District on behalf of Santa Ana College Action
The administration recommends approval of the pilot program agreement with Enzie Solutions, Inc. located in Redondo Beach, California as presented.
- *3.15 Approval of Affiliation Agreement for Clinical Training/Internship in Psy.D. Program with University of La Verne Action
The administration recommends approval of the affiliation agreement for clinical training/internship in Psy.D. program with University of La Verne as presented.
- *3.16 Approval of Contracted Services Agreement with Truth Initiative Foundation Action
The administration recommends approval of the contracted services agreement with Truth Initiative Foundation in Washington, D.C. as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund and Interfund Transfers Action
The administration recommends approval of budget increases/decreases, transfers, and intrafund and interfund transfers dated June 30, 2019.
- *4.3 Approval of Amendment to Agreement (Student Centered Funding Formula [SCFF]) with Cambridge West Partnership, LLC Action
The administration recommends approval of the amendment to the agreement (SCFF) with Cambridge West Partnership, LLC as presented.
- *4.4 Approval of Professional Services Agreement (SCFF & Budget) with Cambridge West Partnership, LLC Action
The administration recommends approval of the professional services agreement for assistance with the SCFF and a budget allocation model with Cambridge West Partnership, LLC as presented.

- *4.5 Approval of Public Hearing for 2019-2020 Proposed Adopted Budget Action
The administration recommends approval of holding a public hearing on the 2019-2020 proposed Adopted Budget at the September 9, 2019, board meeting.
- 4.6 Quarterly Investment Report as of June 30, 2019 Information
The quarterly investment report as of June 30, 2019, is presented as information.
- *4.7 Approval of Agreement with Bernards Bros. Inc. dba Bernards for Construction Management Services for Russell Hall Replacement (Health Science Building) at Santa Ana College Action
The administration recommends approval of the agreement with Bernards Bros. Inc. dba Bernards for construction management services for the Russell Hall replacement (Health Sciences building) at SAC as presented.
- 4.8 This item was removed from the agenda.
- *4.9 Approval of Agreement with PBK Architects, Inc. for Architectural Services for Barrier Removal for East Broadmoor Trail Repairs at Santiago Canyon College Action
The administration recommends approval of the agreement with PBK Architects, Inc. for architectural services for barrier removal for East Broadmoor trail repairs at SCC as presented.
- *4.10 Approval of Change Order #1 for Allison Mechanical, Inc. for Bid #1363 for Proposition 39, Year 5, U Portables Heating, Ventilation and Air Conditioning (HVAC) Upgrades Phase 1 at Santiago Canyon College Action
The administration recommends approval of change order #1 for Allison Mechanical, Inc. for Bid #1363 for Proposition 39, Year 5, U portables HVAC upgrades Phase 1 at SCC as presented.
- *4.11 Acceptance of Completion of Bid #1363 for Proposition 39, Year 5, U Portables HVAC Upgrades Phase 1 at Santiago Canyon 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.
- *4.12 Approval of Change Order #1 for Allison Mechanical, Inc. for Bid #1371 for Proposition 39, Year 5, U Portables HVAC Upgrades Phase 2 at Santiago Canyon College Action
The administration recommends approval of change order #1 for Allison Mechanical, Inc. for Bid #1371 for Proposition 39, Year 5, U portables HVAC upgrades Phase 2 at SCC as presented.

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

- *4.13 Acceptance of Completion of Bid #1371 for Proposition 39, Year 5, for Proposition 39, Year 5, U Portables HVAC Upgrades Phase 2 at Santiago Canyon 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.
- *4.14 Award of Bid #1377 for Purchase of Hydraulic Training Simulators Action
The administration recommends accepting the bid and awarding Bid #1377 for purchase of hydraulic training simulators to Fluid Power Training Institute as presented.
- *4.15 Approval of Professional Services Agreement (Purchasing Services) with Cambridge West Partnership, LLC Action
The administration recommends approval of the professional services agreement with Cambridge West Partnership, LLC to assist the Purchasing Services department as presented.
- *4.16 Approval of Vendor Name Change Action
The administration recommends approval of the name change request from Vavrinek, Trine, Day & Co., LLP to Eide Bailly, LLP as presented.
- *4.17 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period June 16, 2019, through July 13, 2019.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- | | |
|---|--------------|
| - California Campus Catalyst Fund (SAC) | \$ 120,000 |
| - California Work Opportunity and Responsibility to Kids (CalWORKS)/Work Study/Temporary Assistance for Needy Families (TANF) (SCC) | \$ 174,184 |
| - College Assistance Migrant Program – Year 3 (SCC) | \$ 425,000 |
| - Community College Tobacco Cessation Services (SAC) | \$ 50,000 |
| - Guided Pathways (SAC & SCC) | \$ 596,143 |
| - Integrated Technology – Data Sciences Tools Fiscal Agent (District Office [DO]) | \$ 3,500,000 |
| - Integrated Technology – Data Science Tools Fiscal Agent (DO) | \$ 481,000 |

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

- *5.1 Approval of Resource Development Items (cont.)
- Key Talent Administration & Sector Strategy Fiscal Agent (DO) \$16,500,000
 - Los Angeles and Orange County Regional Consortium (DO) \$ 370,000
 - Math, Engineering and Science Achievement (MESA) Program (SAC) \$ 74,515
 - Santa Ana Middle College High School (SAC) \$ 100,000
 - Sector Navigator – Retail/Hospitality/Tourism (DO) \$ 372,000
 - Student Support Services – Regular Program – Year 5 (SCC) \$ 253,032
 - Student Support Services – Veterans Program – Year 5 (SAC) \$ 253,032
 - Student Support Services – Year 4 (SAC) \$ 336,234
 - Talent Search – Year 2 (SAC) \$ 415,929
 - Upward Bound – Year 3 (SAC) \$ 335,455

- *5.2 Approval of Sub-Agreements between RSCCD and Educational Results Partnership, Foundation for California Community Colleges, and WestEd for Data Science Tools Grant Action

The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.

- *5.3 Approval of Sub-Agreements between RSCCD and Allan Hancock, Butte-Glenn, Cabrillo, Cerritos, Chabot-Los Positas, Chaffey, Coast, Contra Costa, Desert, Foothill-DeAnza, Glendale, Grossmont-Cuyamaca, Lake Tahoe, Long Beach, Los Rios, Merced, MiraCosta, Mt. San Antonio, Ohlone, Palomar, Peralta, Rio Hondo, San Bernardino, San Diego, San Joaquin Delta, San Jose Evergreen, San Luis Obispo County, San Mateo County, Santa Barbara, Santa Clarita, Sequoias, Shasta-Tehama-Trinity Joint, Sierra, Sonoma County, South Orange County, Southwestern, State Center, Victor Valley, Yosemite, and Yuba Community College Districts to Award 2019-2020 Deputy Sector Navigator Grants to Host Colleges/Districts. Action

The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.

- *5.4 Approval of Sub-Agreement between RSCCD and Long Beach Community College District/Long Beach City College for Key Talent Administration and Sector Strategy Fiscal Agent Grant Action

The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

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

- *5.5 Approval of Sub-Agreement between RSCCD and Integrative Impact LLC for Sector Navigator Information Communications Technology (ICT)/ Digital Media Grant Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.6 Approval of Sub-Agreement between RSCCD and WestEd for Sector Navigator Information Communications Technology/Digital Media Grant Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.7 Approval of Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Sector Navigator Information Communications Technology/Digital Media Grant Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.8 Approval of Sub-Agreement between RSCCD and SynED for Strong Workforce Program – Regional Funds 2017-2018 Grant Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.9 Approval of Correction to Sub-Agreements between RSCCD and Chaffey, Los Rios, MiraCosta, Mt. San Antonio, San Francisco, Ventura, Yosemite Community College Districts to Award Centers of Excellence (COE) for Labor-Market Research Grants to Host Colleges/District in State of California Action
The administration recommends approval of the correction to the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.10 Approval of Correction to Sub-Agreement between RSCCD and University of California, Berkeley for California Education Learning Lab Grant Action
The administration recommends approval of the correction to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

- *5.11 Approval of Correction and Modifications to Sub-Agreement between RSCCD and California State University, Fullerton for California Learning Lab Grant Action
The administration recommends approval of the correction and modifications to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.12 Approval of First Amendments to Sub-Agreements between RSCCD Chabot, Foothill-DeAnza, Glendale, Mt. San Antonio, Palomar, San Mateo County, Santa Barbara, Santa Clarita, State Center, Sonoma County, and Yuba Community College Districts for 2018-2019 Deputy Sector Navigator Grant Action
The administration recommends approval of the first amendments to the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.13 Approval of Professional Services Agreement between RSCCD and Shawn Mosen for Sector Navigator Information Communications Technology/Digital Media Grant Action
The administration recommends approval of the professional services agreement with Shawn Mosen and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.14 Approval of Professional Services Agreement between RSCCD and Jennifer Walsvick Action
The administration recommends approval of the professional services agreement with Jennifer Walsvick and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.15 Approval of First Amendment to Memorandum of Understanding between Santa Ana Unified School District and RSCCD for Provision of Early Care and Education Services for Children of Parenting Students at a Santa Ana Unified School District Campus Action
The administration recommends approval of the first amendment to the MOU and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

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

*5.16 Approval of Professional Services Agreement between RSCCD and Interact Communications for Strong Workforce Program – Regional Funds Initiative Action

The administration recommends approval of the professional services agreement with Interact Communications and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

*5.17 Approval of Amendment to Data Integrity Contract with Cambridge West Partnership, LLC Action

The administration recommends approval of the amendment to the contract and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.18 Adoption of Board Policies Action

It is recommended that the board adopt the following new and revised policies:

- Board Policy (BP) 3730 Information Security Standards
- BP 3900 Speech: Time, Place and Manner

5.19 Nomination of Zeke Hernandez to Association of Community Colleges (ACCT) Diversity, Equity, & Inclusion Committee Action

It is requested that the board approve a letter of nomination for Trustee Hernandez to serve on ACCT's Diversity, Equity, & Inclusion Committee during the 2020-2022 calendar years.

5.20 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Dean
 - (2) Associate Dean
 - (3) Director

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

2. Public Employment: Chancellor (pursuant to Government Code Section 54957)
3. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a]) (one case)

Loretta Jordan v. Rancho Santiago Community College District, Orange County Superior Court
Case No. 30-2019-01072357-CU-WT-CJG
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: Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees
6. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
7. Student Expulsions (pursuant to Education Code 72122)
Student I.D. #2113795
Student I.D. #2416081
Student I.D. #2330059

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 Management/Academic Personnel

Action

- Approval of Appointments
- Approval of Appointments/Interim to Permanent
- Approval of Appointments/Changes of Assignment
- Approval of Acting Assignments

6.1 Management/Academic Personnel (cont.)

- Approval of Adjusted Rate of Pay for Interim Assignments
- Approval of Hiring of Temporary Long-term Substitutes
- Approval of Adjusted Sites/Salaries for Appointment
- Approval of Adjusted Sites/Effective Dates for Appointment
- Approval of 2019-2020 Contract Stipends
- Ratification of Resignations/Retirements
- Approval of Leaves of Absence
- Approval of Extended Leaves of Absence
- Approval of Final Salary Placements
- Approval of Column Changes
- Approval of Part-time/Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Services

6.2 Classified Personnel

Action

- Approval of New Appointments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position/Location
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Approval of Voluntary Furloughs
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly Ongoing Assignments
- 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 Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Authorization for Board Travel/Conferences

Action

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

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on September 9, 2019.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
2323 North Broadway, #107
Santa Ana, CA 92706

Board of Trustees
(Regular meeting)

Monday, July 15, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, and Mr. Larry Labrado. Mr. Zeke Hernandez and Ms. Nelida Mendoza arrived at the time noted.

Administrators present during the regular meeting were Ms. Tracie Green, Mr. Peter Hardash, Dr. John Hernandez, Mr. Marvin Martinez, Mr. Enrique Perez, and Dr. Linda Rose. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Marvin Martinez, Chancellor, Rancho Santiago Community College District.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

Ms. Mendoza arrived at this time.

1.4 Recognition of Guzman Family

The board recognized and thanked the Guzman family for their courage and perseverance on behalf of the children of Santa Ana as plaintiffs in the historic Mendez, et al v. Westminster, et al lawsuit to end school segregation in Orange County. Mr. Michael Ramirez, Ms. Phyllis Ramirez, Ms. Beverly Guzman Ramirez, Mr. Kevin Cabrera, Mr. Luis Fernandez, and Mr. Sammy Rodriguez spoke regarding the courage and perseverance of the Mendez, Palomino, Ramirez, and Estrada families.

Mr. Hernandez arrived during Mr. Michael Ramirez' comments.

1.5 Public Comment

Mr. Adam O'Connor spoke regarding the newly formed Management Team Association (MTA) and introduced the MTA executive board.

Mr. Daniel Horenstein invited board members to attend the activities and performances at the Santa Ana College (SAC) Planetarium on July 20, 2019, to celebrate the 50th anniversary of Apollo 11 landing on the moon.

Mr. Barry Resnick spoke regarding items to consider if the district plans to move forward with a bond measure (relating to Item 1.8 Bond Measure Feasibility Study by True North Research).

1.6 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Mr. Hernandez to approve the minutes of the regular meeting held June 17, 2019, and the special meeting held June 25, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

1.7 Approval of Consent Calendar

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

3.1 Approval of Educational Affiliation Agreement Renewal with TheraGen, LLC

The board approved the educational affiliation agreement renewal with TheraGen, LLC, located in Santa Ana, California, as presented.

3.2 Approval of Educational Affiliation Agreement Renewal with California Hand Therapy

The board approved the educational affiliation agreement renewal with California Hand Therapy located in Newport Beach, California, as presented.

3.3 Approval of Service Agreement Renewal between Rancho Santiago Community College District on behalf of Santa Ana College (SAC) and Santiago Canyon College (SCC) with Quick Caption

The board approved the service agreement renewal between RSCCD on behalf of SAC and SCC with Quick Caption, as presented.

- 1.7 Approval of Consent Calendar (cont.)
- 3.4 Approval of Associated Health Education Affiliation Agreement between Department of Veterans Affairs (VA) and an Educational Program
The board approved the associated health education affiliation agreement between the VA and an educational program located in Long Beach, California, as presented.
- 3.5 Approval of Professional Services Agreement with LeeAnn Stone
The board approved the professional services agreement with LeeAnn Stone located in Santa Ana, California, as presented.
- 3.6 Approval of ExamSoft Worldwide Incorporated Master Services Agreement with ExamSoft Worldwide, Inc.
The board approved the ExamSoft Worldwide Incorporated master services agreement with ExamSoft Worldwide, Inc. based in Dallas, Texas, as presented.
- 3.7 Approval of Professional Services Agreement between PGINET Consulting
The board approved the professional services agreement with PGINET Consulting located in Fullerton, California as presented.
- 3.8 Approval of Media Buying Services Proposal for Santa Ana College with Twenty Fifth Hour Communications, Inc.
The board approved the Media Buying Services Proposal for SAC with Twenty Fifth Hour Communications, Inc. as presented.
- 3.9 Approval of Professional Services Agreement between Twenty Fifth Hour Communications, Inc. and Rancho Santiago Community College District on behalf of Santiago Canyon College
The board approved the professional services agreement between Twenty Fifth Hour Communications, Inc. and RSCCD on behalf of SCC for digital advertising services.
- 3.10 Approval of Santa Ana College Community Services Program, Fall 2019
The board approved the SAC Community Services Program for Fall 2019.
- 3.11 Approval of Santiago Canyon College Community Services Program, Fall 2019
The board approved the SCC Community Services Program for Fall 2019.
- 3.12 Approval of Amendment to Clinical Affiliation Agreement for Athletic Training with California State University, Fullerton (CSUF)
The board approved the amendment to the clinical affiliation agreement for athletic training with CSUF.

1.7 Approval of Consent Calendar (cont.)

3.13 Approval of Amendment to Interact Communications, Inc. Career Education Website Agreement

The board approved the amendment to Interact Communications, Inc. career education website agreement.

3.14 Approval of Professional Services Agreement between North Irvine Water Polo Club and RSCCD on behalf of Santiago Canyon College and Santa Ana College Community Services Programs

The board approved the professional services agreement between North Irvine Water Polo Club and RSCCD on behalf of SCC and SAC Community Services Programs.

3.15 Approval of Professional Services Agreement between Mina Wholesale Flowers and RSCCD on behalf of Santiago Canyon College and Santa Ana College Community Services Programs

The board approved the professional services agreement between Mina Wholesale Flowers and RSCCD on behalf of SCC and SAC Community Services Programs.

3.16 Approval of Professional Services Agreement between Notary Public Seminars, Inc. and RSCCD on behalf of Santiago Canyon College and Santa Ana College Community Services Programs

The board approved the professional services agreement between Notary Public Seminars, Inc. and RSCCD on behalf of SCC and SAC Community Services Programs.

3.17 Approval of Professional Services Agreement between KGP Medical Billing and RSCCD on behalf of Santiago Canyon College and Santa Ana College Community Services Programs

The board approved the professional services agreement between KGB Medical Billing and RSCCD on behalf of SCC and SAC Community Services Programs.

3.18 Approval of Professional Services Agreement between Safety Driver's Ed. and RSCCD on behalf of Santiago Canyon College and Santa Ana College Community Services Programs

The board approved the professional services agreement between Safety Driver's Ed. and RSCCD on behalf of SCC and SAC Community Services Programs.

3.19 Approval of Professional Services Agreement between Brainstorm Studios, LLC and RSCCD on behalf of Santiago Canyon College Community Services Program

The board approved the professional services agreement between Brainstorm Studios, LLC and RSCCD on behalf of SCC and SAC Community Services Program.

1.7 Approval of Consent Calendar (cont.)

3.20 Approval of Professional Services Agreement between Voices For All, LLC and RSCCD on behalf of Santiago Canyon College Community Services Program

The board approved the professional services agreement between Voices For All, LLC and RSCCD on behalf of SCC Community Services Program.

3.21 Approval of Professional Services Agreement between CPR4LIVINGLIFE and RSCCD on behalf of Santiago Canyon College Community Services Program

The board approved the professional services agreement between CPR4LIVINGLIFE and RSCCD on behalf of SCC Community Services Program.

3.22 Approval of Professional Services Agreement between MSNOC INC, Mad Science of North Orange County and RSCCD on behalf of Santiago Canyon College Community Services Program

The board approved the professional services agreement between MSNOC INC, Mad Science of North Orange County and RSCCD on behalf of SCC Community Services Program.

3.23 Approval of Professional Services Agreement between Pinnacle Financial Resources and RSCCD on behalf of Santiago Canyon College Community Services Program

The board approved the professional services agreement between Pinnacle Financial Resources and RSCCD on behalf of SCC Community Services Program.

3.24 Approval of Professional Services Agreement between Pure Financial Advisors Inc. and RSCCD on behalf of Santiago Canyon College Community Services Program

The board approved the professional services agreement between Pure Financial Advisors Inc. and RSCCD on behalf of SCC Community Services Program.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

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

The board approved budget increases/decreases, transfers, and intrafund and interfund transfers from June 5, 2019, to June 28, 2019.

4.3 Approval of 2019-2020 Proposed Adopted Budget Assumptions

The board approved the Adopted Budget Assumptions for the 2019-2020 fiscal year as presented.

1.7 Approval of Consent Calendar (cont.)

4.6 Acceptance of Completion of Bid #1362 for Proposition 39 Year 5 Lighting Occupancy Sensor Retrofit at Santa Ana College and Approval of Recording a Notice of Completion

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

4.7 Award of Bid #1373 for Emergency Blue Phones and Accessible Path of Travel at Santa Ana College

The board awarded Bid #1373 to Ramco General Engineering Contractor for emergency blue phones and accessible path of travel at SAC as presented.

4.8 Award of Bid #1374 for Emergency Blue Phones and Accessible Path of Travel at Santiago Canyon College

The board awarded Bid #1374 to Ramco General Engineering Contractor for emergency blue phones and accessible path of travel at SCC as presented.

4.9 Approval of Agreement with H.B.I. Inspections for Project Inspector Services for Emergency Blue Phone and Accessible Path of Travel Projects at Santa Ana College and Santiago Canyon College

The board approved the agreement with H.B.I. Inspections for project inspector services for emergency blue phone and accessible path of travel projects at SAC and SCC as presented.

4.10 Approval of Amendment to Agreement with Steinberg Hart for Architectural Services for District Capital Outlay Projects for Santa Ana College and Santiago Canyon College

The board approved the amendment to agreement with Steinberg Hart for architectural services for the District capital outlay projects for SAC and SCC as presented.

4.11 Approval of Agreement with Alta Environmental for Hazardous Material Construction Monitoring Services for Orange Education Center (OEC) Demolition at Santiago Canyon College

The board approved the agreement with Alta Environmental for hazardous material construction monitoring services for the OEC demolition at SCC as presented.

4.12 Approval of Amendment to Agreement with HPI Architecture for Architectural Services for Orange Education Center at Santiago Canyon College

The board approved the amendment to the agreement with HPI Architecture for architectural services for OEC at SCC as presented.

1.7 Approval of Consent Calendar (cont.)

4.13 Approval of Change Order #1 for R Dependable Const, Inc. for Bid #1361 for Barrier Removal Drinking Fountain Repairs and Replacement at Santiago Canyon College

The board approved change order #1 for R Dependable Const, Inc. for Bid #1361 for barrier removal drinking fountain repairs and replacement at SCC as presented.

4.14 Acceptance of Completion of Bid #1361 for Barrier Removal Drinking Fountain Repairs and Replacement at Santiago Canyon College and Approval of Recording a Notice of Completion

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

4.15 Award of Bid #1375 for Orange Education Center Demolition at 1465 North Batavia Street, Orange, California 92867

The board awarded Bid #1375 to AMPCO Contracting, Inc. for OEC demolition at 1465 North Batavia Street, Orange, California 92867 as presented.

4.16 Approval of Agreement with Ellucian, Inc. for Professional Services

The board approved the agreement with Ellucian, Inc. for professional services as presented.

4.17 Approval of Amendment to Agreement with Cambridge West Partnership, LLC for Information Technology (IT) Consulting Services

The board approved the amendment to the agreement with Cambridge West Partnership, LLC for IT consulting services as presented.

4.18 Approval of Foundation for California Community Colleges for Adobe Enterprise Term License Agreement Renewal

The board approved the Foundation for California Community Colleges Adobe enterprise term license agreement renewal as presented.

4.19 Approval of California Multiple Award Schedule (CMAS), Contract #3-14-70-1717C to 3Di, Inc.

The board approved the use of CMAS Contract #3-14-70-1717C awarded to 3Di, Inc., including renewals, future addendums, supplements and extensions as presented.

4.20 Approval of Foundation for California Community Colleges (FCCC) Contracts, CDW Government LLC (CB-185-17), B&H Foto and Electronics Corp. (CB-241-18) and SHI International Corp. (CB-194-16)

The board approved the District's use of FCCC contracts CDW Government LLC (CB-185-17), B&H Foto and Electronics Corp. (CB-241-18), and SHI International Corp. (CB-194-16) including renewals, future addendums, supplements and extensions as presented.

1.7 Approval of Consent Calendar (cont.)

4.21 Approval of Foundation for California Community Colleges Furniture and Fixtures Contracts

The board approved the District's use of FCCC Contracts awarded for Request for Proposal (RFP) 18-001 and RFP 18-002, including renewals, future addendums, supplements and extensions as presented.

4.22 Approval of Purchase Orders

The board approved the purchase order listing for the period May 19, 2019, through June 15, 2019.

5.1 Approval of Resource Development Items

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

on behalf of the district for the following:

- Board Financial Assistance Program (BFAP) (SAC & SCC) \$1,068,959
- California Virtual Campus – Online Education Initiative (SCC) \$ 500,000
- Career and Technical Education Act (CTEA) Title I-C (District/SAC/SCC) \$ 929,083
- Career and Technical Education Act (CTEA) Title I-C Transitions (District/SAC/SCC) \$ 92,391
- National Science Foundation (NSF), Inclusion across the Nation of Communities of Learners of Underrepresented Discoverers in Engineering and Science (INCLUDES) Alliance: Science, Technology, Engineering, and Mathematics (STEM) Core Expansion Project (SAC) \$ 34,955
- Sector Navigator – Information Communications Technology (ICT)/Digital Media (District Office [DO]) \$ 372,000
- Song-Brown Health Care Workforce Training Program - Registered Nurse Education: Capitation (SAC) \$ 100,000
- Community College Tobacco Cessation Services (SCC) \$ 50,000

5.2 Approval of Third Amendment to Sub-Agreement between RSCCD and productOps for Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant

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

1.7 Approval of Consent Calendar (cont.)

5.3 Approval of Sub-Agreements between RSCCD and California State University, Fullerton; University of California, Berkeley; and Carnegie Mellon University for California Education Learning Lab Grant

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

5.4 Approval of Sub-Agreements between RSCCD and Chaffey, Los Rios, Mira-Costa, Mt. San Antonio, San Francisco, Ventura and Yosemite Community College District to Award Centers of Excellence (COE) for Labor-Market Research Grants to Host Colleges/Districts in State of California

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

5.5 Approval of Sub-Agreements between RSCCD and Local Educational Agencies in Los Angeles County and Orange County Awarded K-12 Strong Workforce Program Pathways Improvement Grant

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

5.6 Approval of Sub-Agreement between RSCCD and Applied Learning Science for Strong Workforce Program – Regional Funds Initiative (DO#18-2225-37)

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

5.8 Approval of Extension of Lease Agreement between RSCCD and Los Angeles Area Chamber of Commerce for Strong Workforce Program

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

5.9 Approval of Event Sale Agreement between RSCCD and Hyatt Regency Huntington Beach

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

1.7 Approval of Consent Calendar (cont.)

5.10 Approval of Professional Service Agreement between RSCCD and MiraCosta College for Strong Workforce Program – Regional Funds Initiative (DO #18-2225-37)

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

5.11 Approval of Professional Service Agreement between RSCCD and Salytics for Strong Workforce Program – Regional Funds Initiative (DO #18-2225-37)

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

5.12 Approval of Auxiliary Organizations in Good Standing - Administrative Regulations/Board Policy 3600

The board approved the following auxiliary organizations in good standing as presented:

- Associated Student Government of Santa Ana College
- Associated Student Government of Santiago Canyon College
- Santa Ana College Foundation
- Santiago Canyon College Foundation
- Rancho Santiago Community College District Foundation

5.13 Approval of Authorization of Signatures

The board approved the revised list of authorized signatures.

1.8 Informational Presentation on Bond Measure Feasibility Study by True North Research

Dr. Timothy McLarney and Mr. Charles Heath provided a presentation on the Bond Measure Feasibility Study conducted by True North Research. Board members received clarification on data related to the presentation by Dr. McLarney and Mr. Heath.

1.9 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to California School Employees Association Chapter 579

There were no public comments.

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. John Hernandez, President, Santiago Canyon College
Dr. Linda Rose, President, Santa Ana College

NOTE: At the April 24, 2017, board meeting Ms. Barrios asked that the enrollment reports presented by the college presidents be attached to the minutes.

2.3 Report from Student Trustee

Mr. Moreno was not in attendance due to travel outside the country.

2.4 Reports from Student Presidents

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

Mr. Mariano Cuellar, Student President, Santa Ana College
Mr. Aidan Kato, Student Vice President of Senate, Santiago Canyon College

2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Michael Taylor, Academic Senate Vice President, Santiago Canyon College
Mr. Roy Shahbazian, Academic Senate President, Santa Ana College

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Labrado provided a report on the July 11, 2019, Board Facilities Committee meeting.

3.0 INSTRUCTION

All items were approved as part of Item 1.7 (Consent Calendar).

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, and 4.6 through 4.22 were approved as part of Item 1.7 (Consent Calendar).

4.4 Adoption of Resolution No. 19-17 for Separate Bank and Investment Accounts

It was moved by Mr. Labrado and seconded by Ms. Mendoza to adopt Resolution No. 19-17 for separate bank and investment accounts as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

4.5 Adoption of Resolution No. 19-18 Authorizing the Issuance and Sale of Santa Ana College SFID No. 1 Series C General Obligation Bonds in an Amount Not To Exceed \$56,815,000

It was moved by Ms. Alvarez and seconded by Mr. Hernandez to adopt Resolution No. 19-18 authorizing the issuance and sale of SAC SFID No. 1 Series C bonds in an amount not to exceed \$56,815,000 and supporting documents as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

5.0 GENERAL

Items 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, and 5.8 through 5.13 were approved as part of Item 1.7 (Consent Calendar).

5.7 Adoption of Resolution No. 19-26 for Office of Statewide Health Planning and Development for Song-Brown Health Care Workforce Training Program, Registered Nurse Education Capitation Grant (Agreement #GA18-SBRNC 1000063)

It was moved by Mr. Hernandez and seconded by Mr. Labrado to adopt Resolution No. 19-26 with the Office of Statewide Health Planning and Development and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

5.14 First Reading of Board Policies

The following board policies were presented for a first reading as an information item:

- Board Policy (BP) 3730 Information Security Standards (NEW)
- BP 3900 Speech: Time, Place and Manner

5.15 Board Member Comments

Ms. Alvarez and Mr. Hernandez thanked Mr. Horenstein for celebrating the Apollo 11 50th anniversary at the SAC Tessman Planetarium on July 20. Ms. Alvarez

5.15 Board Member Comments (cont.)

encouraged board members to participate in the activities; Mr. Hernandez indicated he plans to participate.

Ms. Barrios thanked the trustees for recognizing the Guzman family.

Ms. Barrios indicated that she was pleased to see SCC's participation in the July 3rd celebration hosted by the City of Orange.

Ms. Mendoza reported that the City of Santa Ana will soon be celebrating its 150th birthday and encouraged board members to participate in the City of Santa Ana festivities and attend upcoming community college theatre performances.

Mr. Hernandez reported that he will be viewing a SAC Tessman Planetarium show on July 16 with the Achievement Institute of Scientific Studies (AISS) foundation.

Mr. Hanna thanked Ms. Barrios for inviting the Guzman family to be recognized by the board.

Mr. Hanna asked that Townsend Public Affairs be asked to assist the district in clarifying whether a city can challenge activities related to allowing homeless students to park in college parking lots (Assembly Bill 302).

Board members welcomed Mr. Martinez as the new RSCCD chancellor.

Mr. Yarbrough reported that he met with Los Angeles/Orange Counties Building and Construction Trades Councilmember Ernesto Medrano, Lake Forest Councilmember Scott Voights, and Orange County Supervisor Don Wagner on June 27 at an ironworkers' facility in La Palma. Mr. Yarbrough indicated he plans to send the chancellor correspondence regarding interest in developing an inmate apprenticeship program for ironworkers.

Mr. Yarbrough reported that he sent correspondence to the chancellor regarding the SCC athletic fields and issues at Centennial Education Center to inform him of board members' concerns.

Mr. Yarbrough indicated that he doesn't like to disrupt staff by visiting the campuses unannounced but recently he went to the SCC Bookstore to purchase books for his son.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:02 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. Classified Staff
 - d. Student Workers
 - e. Professional Experts

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

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

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees

4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

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

RECONVENE

The board reconvened at 8:29 p.m.

Ms. Barrios was in the building but did not return to the meeting.

Closed Session Report

Mr. Hernandez reported during closed session the board discussed public employment, existing litigation, labor negotiations, public employee discipline/dismissal/release, and anticipated/potential litigation; and took no reportable action.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Employment Agreements
- Ratify Resignations/Retirements
- Approve Short-term Assignments
- Approve Extensions of Interim Assignment
- Approve End of Interim Assignments/Return to Regular Assignments
- Approve Adjusted Salary Placements
- Approve 2019-2020 FARSCCD Contract Extension Days
- Approve Appointments
- Approve Adjusted Effective Dates
- Approve Final Salary Placements
- Approve 2019-2020 FARSCCD Contract Step Increases
- Approve Adjusted 2019-2020 FARSCCD Contract Step Increases
- Approve Adjusted 2019-2020 Adjusted Contract Extension Rates
- Approve 2019-2020 CSEA Chapter 888 Contract Stipends
- Approve Requests to Withdraw Banked Lecture Hour Equivalent (LHE)
- Approve Leaves of Absence
- Approve 2019-2020 FARSCCD Contract Coaching Stipends
- Approve Beyond Contract/Overload Stipends
- Approve Part-time/Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

6.2 Classified Personnel

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

- Approve New Appointments
- Approve Temporary to Contract Assignments
- Approve Professional Growth Increments
- Approve Longevity Increments
- Approve Out of Class Assignments
- Approve Changes in Position
- Approve Leaves of Absence

6.2 Classified Personnel (cont.)

- Ratify Resignations/Retirements
- Approve Temporary to Hourly Ongoing Assignments
- Approve Short Term Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Approval of Professional Services Agreement with Devaney, Pate Morris & Cameron LLP (DPMC) for Investigative Services

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the professional services agreement with Devaney, Pate Morris & Cameron LLP as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.4 Approval of Professional Services Agreement with Job Elephant

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the professional services agreement with Job Elephant as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.5 Approval of Professional Services Agreement with Shaw HR Consulting, Inc.

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the professional services agreement with Shaw HR Consulting, Inc. as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.6 Authorization for Board Travel/Conferences

It was moved by Mr. Labrado and seconded by Ms. Alvarez to authorize the submitted conference and travel by board members. . The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.7 Nomination of Zeke Hernandez to Association of Community Colleges (ACCT)
Diversity, Equity, & Inclusion Committee

The board took no action to approve a letter of nomination for Trustee Hernandez to serve on ACCT's Diversity, Equity, & Inclusion Committee during the 2020-2022 calendar years.

7.0 **ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on August 12, 2019.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 8:30 p.m.

Respectfully submitted,

Marvin Martinez
Chancellor

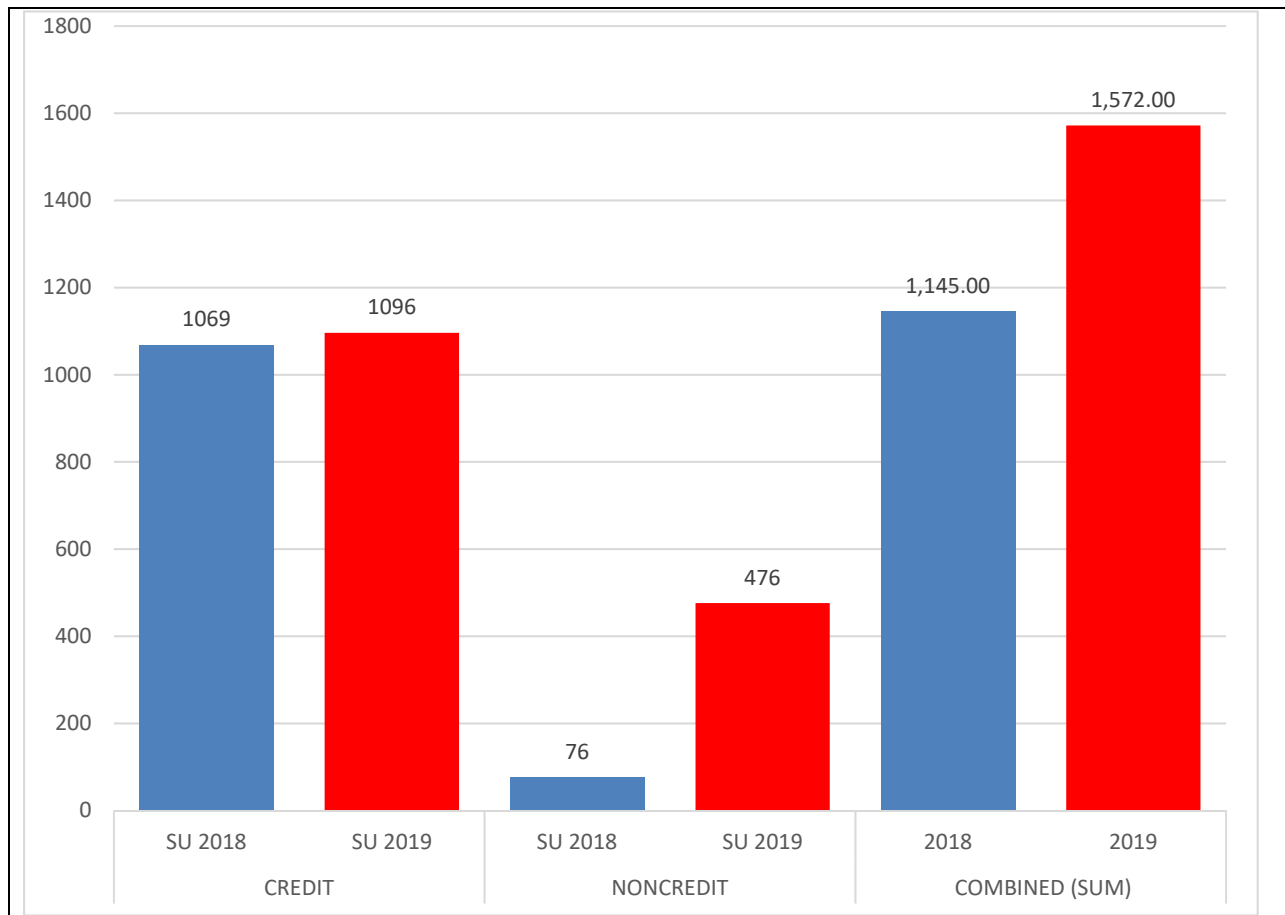
Approved: _____
Clerk of the Board

Minutes approved: August 12, 2019



SAC 2019/2020 Summer Enrollment Report

Date: 07/11/19

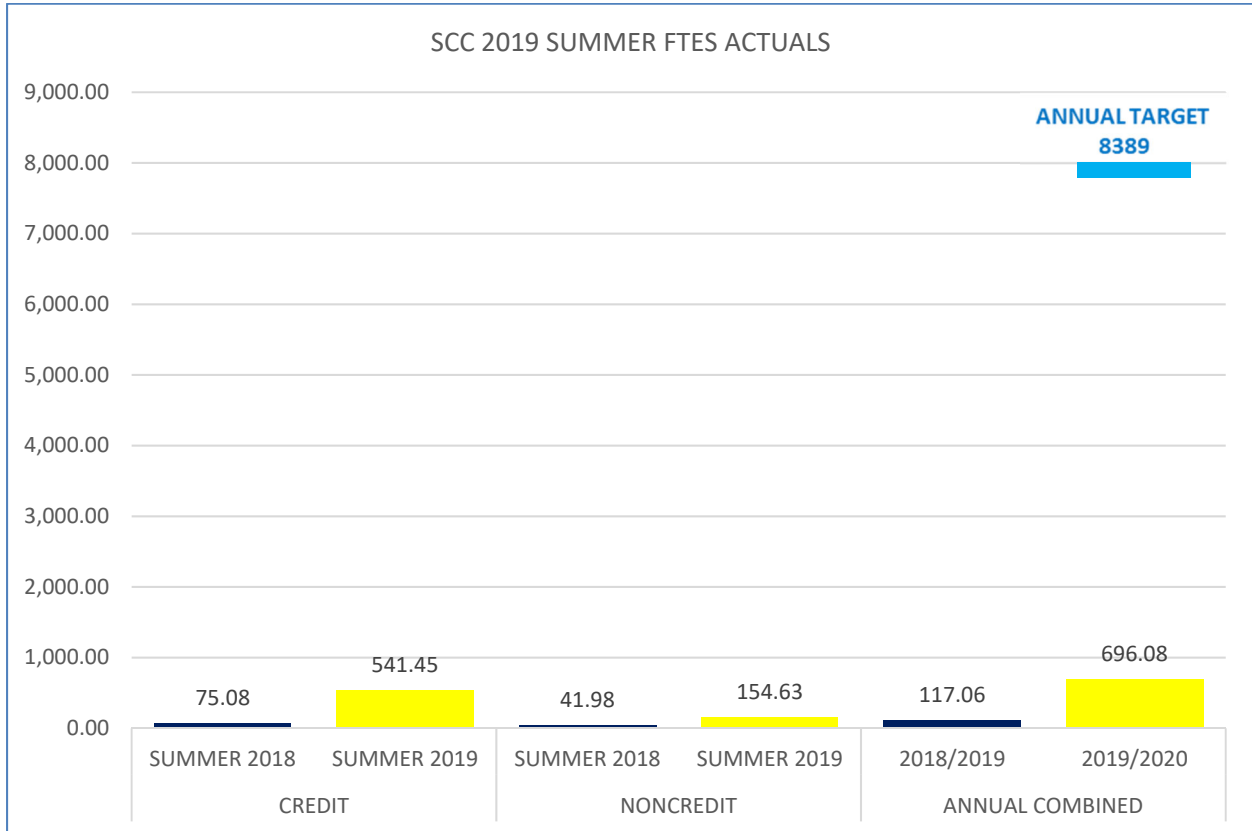


FTES Target

Terms	2019/2020	DIFF	PCT
Credit SU Target	1261.00		
Credit SU Projection	1261.00	0.00	0%
Noncredit SU Target	606.00		
Noncredit SU Projection	606.00	0.00	0%
Annual Target	19452.00		
Annual Projection	19452.00	0.00	0%



SCC 2019/2020 ENROLLMENT REPORT
7/10/2019



FTES TARGETS

SUMMER TERM	2019/2020	DIFF	PCT
CREDIT TARGET	533		
CREDIT PROJECTION	540	+7	+1.3%
NONCREDIT TARGET	195		
NONCREDIT PROJECTION	195	0	0.0%
ANNUAL TARGET	8389		
ANNUAL PROJECTION	8389	0	0.0%

NOTES:

*Accounts for summer shift of 450.66 FTES shifted from 2018/19 to 2017/18 which decreased summer 2018 FTES as well as the 2018/2019 Annual Combined Total.

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

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Agreement with Orange County Children's Therapeutic Arts Center	
Action: Request for Approval	

BACKGROUND

Orange County Children's Therapeutic Arts Center is a nonprofit organization which provides art and music instruction, as well as various other services, to children, adolescents, and their families.

ANALYSIS

Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education proposes to enter into a partnership and Agreement with Orange County Children's Therapeutic Arts Center to offer English as a Second Language, Family Literacy, Parent Education, Adult Basic Education, Citizenship, and computer courses at their facility located at 209 N. Broadway, Santa Ana, CA 92701. This Agreement with Hope Builders has been reviewed by college staff and accepted by program leaders from both institutions.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Agreement with Orange County Children's Therapeutic Arts Center, located in Santa Ana, California, as presented.

Fiscal Impact:	\$3.50/Instructional hour up to 3,500 hours/Fiscal Year	Board Date: August 12, 2019
Prepared by:	James Kennedy, Ed.D., Vice President, SAC School of Continuing Education Stephanie Paramore, Dean, Instruction and Student Services	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is entered into between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education (hereinafter called "College") and **Orange County Children's Therapeutic Arts Center** (hereinafter called "Agency").

BASIS AND PURPOSE OF AGREEMENT

WHEREAS, the College provides adult education classes that improve language and workforce skills, increase civic involvement, and promote lifelong learning.

WHEREAS, Agency has suitable facilities and classroom space available to accommodate these classes for the College.

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

1. **Description of Services.** Agency shall provide facilities and classroom space suitable to hold the number of adult education classes as mutually agreed to by the Agency and the College. The College will hire instructors according to its existing policies and procedures to teach the following classes at these facilities:
 - English as a Second Language, Family Literacy, Parenting, Adult Basic Education, Citizenship, and computer classes.
 - The College will evaluate the instructors at regular intervals and add additional classes as needed.
 - The College will keep an accurate account of all class hours.
2. **Compensation.** Agency shall be compensated by College at the rate of \$3.50 per class hour for a maximum of 3,500 hours per fiscal year.
3. **Payment.** Payment of fees as outlined in this Agreement shall be payable by College upon receipt of invoice by Agency.
4. **Term.** This Agreement shall be effective as of the date fully executed by both parties, and shall continue in effect for one year from that date, unless terminated earlier by either party, with or without cause, by providing at least 30 days written notice to the other party.
5. **Insurance.** Each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Proof of insurance coverage shall be furnished to either party upon written request.

6. **Indemnification.** Each party 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.
7. **Entire Agreement.** This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.
8. **Notices.** Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this Section or by other form of notice agreed to by the parties.

For notices sent to the college, a copy should also be sent to:

James Kennedy, Vice President
Santa Ana College School of Continuing Education
Centennial Education Center
2900 West Edinger Avenue
Santa Ana, CA 92704

9. **Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.
10. **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.
11. **Non-Discrimination.** The parties to this contract agree to promote equal opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any student, applicant or employee because of race,

color, religion, gender, sexual orientations, national origin, age, disable, 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.

12. **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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

ORANGE COUNTY CHILDREN'S THERAPEUTIC ARTS CENTER

Signature:

Date:

Dr. Ana Jimenez-Hami
Executive Director
Orange County Children's Therapeutic Arts Center
208 N. Broadway
Santa Ana, CA 92701
(714) 547-5468

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

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Agreement with Our Lady of the Pillar Church	
Action: Request for Approval	

BACKGROUND

Our Lady of the Pillar Church is a nonprofit organization which provides a wide variety of community services to needy families in central Santa Ana.

ANALYSIS

Rancho Santiago Community College District, on behalf of Santa Ana College School of Continuing Education, proposes a partnership and Agreement with Our Lady of the Pillar Church to offer English as a Second Language, Family Literacy, and Citizenship courses at their facility located at 1622 West 6th Street, Santa Ana, California. This Agreement with Our Lady of Pillar Church has been reviewed by college staff and accepted by program leaders from both institutions.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Agreement with Our Lady of the Pillar Church, located in Santa Ana, California, as presented.

Fiscal Impact:	\$3.50/Instructional hour up to 3,500 hours/Fiscal Year Board Date: August 12, 2019
Prepared by:	James Kennedy, Ed.D. Vice President, SAC School of Continuing Education Sergio R. Sotelo, Ph.D., Dean of Instruction and Student Services
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College
Recommended by:	Marvin Martinez, Chancellor, RSCCD

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is entered into between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education (hereinafter called "College") and Our Lady of the Pillar Church.

BASIS AND PURPOSE OF AGREEMENT

WHEREAS, the College provides adult education classes that improve language and workforce skills, increase civic involvement, and promote lifelong learning.

WHEREAS, Our Lady of the Pillar Church has suitable facilities and classroom space available to accommodate these classes for the College.

NOW, THEREFORE, the District and Our Lady of the Pillar Church do covenant and agree as follows:

1. **Description of Services.** Our Lady of the Pillar Church shall provide facilities and classroom space suitable to hold the number of adult education classes as mutually agreed to by the Our Lady of the Pillar Church and the College. The College will hire instructors according to its existing policies and procedures to teach the following classes at these facilities:
 - English as a Second Language, Family Literacy, and Citizenship classes.
 - The College will evaluate the instructors at regular intervals and add additional classes as needed.
 - The College will keep an accurate account of all class hours.
2. **Compensation.** College shall compensate Our Lady of the Pillar Church at the rate of \$3.50 per class hour for a maximum of 3,500 hours per fiscal year.
3. **Payment.** Payment of fees as outlined in this Agreement shall be payable by College upon receipt of Our Lady of the Pillar Church invoice.
4. **Term.** This Agreement shall be effective as of the date signed by both parties, and shall continue in effect for one year, unless terminated earlier with or without cause by 30 days written notice of either party.
5. **Insurance.** Each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Proof of insurance coverage shall be furnished to either party upon written request.

6. **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.
7. **Entire Agreement.** This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.
8. **Notices.** Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this Section or by other form of notice agreed to by the parties.
9. **Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

OUR LADY OF THE PILLAR CHURCH

Signature:

Date:

Rev. Francisco Sandoval, OAR, Pastor
Our Lady of the Pillar Church
1622 W. 6th Street
Santa Ana, CA 92703
(714) 543-1700

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

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Instructional Services Agreement Renewal with Hope Builders	
Action: Request for Approval	

BACKGROUND

One of our state-approved certificate programs is in Construction Technology, which Santa Ana College School of Continuing Education started offering at Hope Builders in April 2015. This continuing partnership was established to fill a gap in entry level construction employment opportunities for at-risk youth who are no longer in school and unable to access existing programs due to life instability issues and low math skills (5th–8th grade level). As a result of their participation in the Hope Builders/Santa Ana College coursework, students are more prepared to meet the requirements for participation in established industry programs. Santa Ana College School of Continuing Education would like to continue offering this program and include an exploratory culinary arts program upon state Chancellor’s office approval during the 2019-2020 fiscal year. These are areas of high employment potential in our community, and we anticipate high student demand for these courses. The Instructional Services Agreement renewal with Hope Builders will be effective August 13, 2019 to June 30, 2020.

ANALYSIS

For 2019-2020, Santa Ana College proposes to contract with Hope Builders to provide 25,000 student attendance hours in Vocational Construction Technology at the rate of \$2.75 per attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Instructional Services Agreement renewal with Hope Builders, located in Santa Ana, California, as presented.

Fiscal Impact: \$68,750	Board Date: August 12, 2019
Prepared by: James Kennedy, Ed.D., Vice President, SAC School of Continuing Education Stephanie Paramore, Dean, Instruction and Student Services, CEC	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

HOPE BUILDERS
INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on the 13th day of August 2019, between Rancho Santiago Community College District, located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College, hereinafter called the "DISTRICT" and HOPE BUILDERS, 801 North Broadway, Santa Ana, California 92701-3423, herein referred to as "HOPE BUILDERS."

W I T N E S S E T H

WHEREAS, the Governing Board of the District has approved the contracting out of the vocational education programs pursuant to Education Code 78015; and

WHEREAS, through this Agreement with HOPE BUILDERS, the DISTRICT intends to provide a vocational education program for the benefit of eligible students of the DISTRICT, under the State Plan for Vocational Education and the Federal Carl D. Perkins Vocational and Technology Education Act of 1998, in order to prepare such students for a vocation in Construction Technology or Culinary occupations; and

WHEREAS, the DISTRICT also intends to limit the hours of instruction to a maximum of 25,000 student attendance hours for the Agreement. Other students may attend as private enrollees of HOPE BUILDERS but such enrollment shall not exceed a number at which the DISTRICT funded program may operate effectively; and

WHEREAS, HOPE BUILDERS represents that it is a non-public vocational school with extensive capabilities and experience in vocational instruction and training and holds Course Approval under the provisions of Section 94312 of the Education Code of the State of California; and

WHEREAS, DISTRICT represents that it has minimum qualifications for instructors teaching these courses and the qualifications are consistent with requirements in other similar courses given at the DISTRICT,

WHEREAS, HOPE BUILDERS represents that each instructor of HOPE BUILDERS in this program possesses valid minimum teaching qualifications to teach in the specific vocational subject area as determined by the DISTRICT; and

WHEREAS, HOPE BUILDERS represents that its financial resources are adequate to insure operation for the duration of the student training period and that HOPE BUILDERS operates on the basis of sound administrative policies and adheres to nondiscriminatory practices and does not and shall not discriminate on the basis of race, ethnic or national origin, sex, age, disability, sexual orientation, or prior educational status or any other unreasonable basis for discrimination; and

WHEREAS, HOPE BUILDERS represents that its physical facilities meet requirements of state and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance; and

WHEREAS, HOPE BUILDERS represents that it maintains current, accurate records of both student attendance (class attendance sheets) and progress (grade sheets). HOPE BUILDERS consents to inspection of these records by authorized representatives of the DISTRICT, California Community College Board of Governors, and other regulatory and administrative agencies, and such records shall be submitted by HOPE BUILDERS on a schedule developed by DISTRICT; and

WHEREAS, HOPE BUILDERS represents that it is free of any pending or existing proceedings against it or that of any of its instructors; or in the alternative, that it can show to the satisfaction to the DISTRICT by way of written evidence that such proceedings are without merit and will be disposed of in favor of HOPE BUILDERS;

NOW, THEREFORE, in consideration of the conditions, covenants, terms, agreements and recitals contained herein, it is mutually agreed as follows:

All the above recitals are true and correct.

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1. HOPE BUILDERS RESPONSIBILITIES

HOPE BUILDERS shall provide vocational instruction, training, facility, equipment, supervision, and other services for all enrolled students not to exceed a maximum of 25,000 student hours during the 2019/2020 school year (8/13/2019 through 6/30/2020). The vocational instructional program will be offered through Santa Ana College School of Continuing Education CTE/Vocational Construction Technology program. Upon State Chancellor's Office curriculum approval, the Vocational Instructional Program offered through Santa Ana College School of Continuing Education will also offer Culinary instruction. Instruction time shall be provided by HOPE BUILDERS for all students who wish such instruction during school holidays (excluding legal holidays) and winter recess provided such instructional time does not exceed total hours stipulated within this Agreement.

- A. All students shall be under the direct supervision of instructors with a valid credential for community college services or meet minimum qualifications in the area to be taught, such credential to be registered with the Orange County Department of Education and the DISTRICT.
- B. Instruction to be claimed for apportionment under this contract is under the immediate supervision and control of an employee of DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in vocational subjects in a California community college.
- C. Where the instructor is not a paid employee of DISTRICT, DISTRICT shall enter into a written agreement with each instructor who is conducting instruction for which FTES are to be reported. Instructors paid by HOPE BUILDERS shall enter into individual instructor services agreements with DISTRICT. These instructor agreements are included herein as APPENDIX A, and by this reference are incorporated into this Agreement.
- D. HOPE BUILDERS shall provide all necessary instructional supplies and equipment for the students covered by the Agreement. All material and equipment supplied by HOPE BUILDERS shall remain the property of HOPE BUILDERS and shall not be removed from the premises without permission of HOPE BUILDERS.

- E. Except as noted in this Agreement, HOPE BUILDERS shall not charge students receiving instruction and training under this Agreement additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this contract.
- F. HOPE BUILDERS will provide those administrative functions essential for the operation of its facilities at its own expense.
- G. HOPE BUILDERS shall provide all students who complete the program job placement services. Record of such placement services shall be kept and reported to the DISTRICT annually.
- H. HOPE BUILDERS shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.
- I. HOPE BUILDERS's courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.

2. CURRICULUM

The curriculum shall be as described in the Santa Ana College catalog and the program and course outlines on file in the Instruction office as approved by the Curriculum Council, the Chancellor, the Board of Trustees of the DISTRICT, and Chancellor's Office of the California Community Colleges.

3. DISTRICT RESPONSIBILITIES

- A. DISTRICT is responsible for the education program conducted at this site.
- B. The DISTRICT shall provide the normal administrative functions including admissions, counseling, registration, achievement records, and awarding of completion Certificates comparable to those maintained for any student of the DISTRICT.
- C. Procedures, Terms, and Conditions. The enrollment period for these vocational classes, the student enrollment fees, the number of class hours sufficient to meet

the stated performance objectives, the supervision and evaluation of students, and the withdrawal of students prior to completion of a course are determined by DISTRICT.

- D. Instruction to be claimed for apportionment under this contract is under the immediate supervision and control of an employee of DISTRICT who has met the minimum qualifications for instruction in a vocational subject in a California community college.
- E. DISTRICT shall demonstrate control and direction of HOPE BUILDERS instructors through such actions as providing the instructors, as appropriate, with an instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services that DISTRICT would provide to its hourly instructors on campus.
- F. The DISTRICT's policy on open enrollment shall be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes, along with a description of the course. These courses offered by HOPE BUILDERS are all noncredit.
- G. The courses of instruction specified in this Agreement and the outlines of record for such courses have been approved by college's curriculum committee as meeting Title 5 course standards and the courses have been approved by the DISTRICT's Board of Trustees.
- H. DISTRICT uses procedures to assure that instructors teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course and those procedures are applied to courses and instructors covered under the Agreement and the students are held to a comparable level of rigor.

4. RESPONSIBILITIES OF HOPE BUILDERS AND DISTRICT

HOPE BUILDERS and the DISTRICT shall make available ancillary and support services as relating to counseling, guidance, and placement assistance for the students.

5. PAYMENT

The DISTRICT shall pay to HOPE BUILDERS on a monthly basis within thirty (30) days of receipt of invoice with accompanying attendance sheets at \$2.75 per hour for each student positive attendance hour certified to the DISTRICT for actual attendance during the preceding month at HOPE BUILDERS's place of instruction for all properly enrolled students who are in good standing with the DISTRICT. Such payment to be considered in full payment to cover all contract cost of operating said instructional program. Total hours shall not exceed a maximum of 25,000 actual student hours of attendance under this contract.

- A. HOPE BUILDERS states that 50% of the above hourly rate represents actual costs of instructors including all salary and related benefits and 50% of the above hourly rate represents other costs of operations.
- B. The DISTRICT shall pay to HOPE BUILDERS for each student trainee throughout his or her enrollment the hourly rate in force at the time of the trainee's entry into the program or an amount not to exceed the rate charged.
- C. In the event a DISTRICT student withdraws from the program of instruction, or because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to HOPE BUILDERS for payment for only the actual hours of authorized attendance of such students prior to the drop or withdrawal date.

6. COSTS PER STUDENT

Costs per student shall not exceed the total direct and indirect costs to provide the same training in public schools or the tuition the private post-secondary school charges its private students, whichever is lower.

7. REIMBURSEMENT PER STUDENT

Total hours shall not exceed a maximum of 25,000 actual student hours of attendance under this contract. Exceptions to these limits will only be allowed with the prior consultation and approval of the District.

8. NEW STUDENTS

HOPE BUILDERS agrees to accept new students in programs during each enrollment period established by the DISTRICT and according to College enrollment procedures provided that 25,000 student attendance hours are not exceeded.

9. SUPERVISION

The 25,000 hours of approved instruction and training shall be given under the direct supervision of California licensed instructors holding valid California teaching credentials authorizing services in the area of clerical/office occupations in vocational programs in a community college or possessing equivalent qualifications established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors.

10. BILLING

HOPE BUILDERS shall submit and certify statements and billings at the end of each month on the forms provided by the DISTRICT to:

Lorena Chavez
Director, Special Programs (Workforce Preparation)
Santa Ana College School of Continuing Education
Centennial Education Center
2900 W. Edinger, Santa Ana, CA 92704-3902

Billings shall include evidence of positive attendance in accordance with State Regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees and number of actual hours of instruction given.

11. ATTENDANCE

Records of enrollee attendance shall be maintained by HOPE BUILDERS for a period of five (5) years and shall be available for review by the DISTRICT, its staff, its auditor, the Office of Private Post-Secondary Education, and the staff of the Vocational Support Unit of the Chancellor's Office, California Community Colleges.

12. RECORDS

HOPE BUILDERS shall maintain accurate records of attendance and progress for each student and evaluations of each student at the request of the DISTRICT, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT.

13. REPORT

A report will be delivered regarding the accomplishment of the performance objectives for each instructional area at the end of the contract period.

14. TRANSFER STUDENTS

Should it become necessary for one or more DISTRICT students to transfer to the HOPE BUILDERS from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for instruction and training in the clerical office occupations, HOPE BUILDERS agrees to accredit each of such students with one hour for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.

15. CERTIFICATION BY DISTRICT

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

16. INSURANCE

HOPE BUILDERS, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

1. General Liability Insurance with limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate.

Such insurance shall be endorsed as follows:

Rancho Santiago Community College District, its officers, agents, employees, and representatives are named as additional insured for claims arising out of Contractor's performance of this Agreement. Such insurance as is afforded by this policy shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to the District.

2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

17. INDEMNIFICATION

Each party 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, including reasonable attorney fees, 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 losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

18. EFFECTIVE DATE

This Agreement shall become effective August 13, 2019, and shall be reviewed periodically by the parties hereto. Any amendment or adjustments reasonably necessary shall be made from time to time by mutual agreement. HOPE BUILDERS shall notify the DISTRICT of any change in facility location during the period of this Agreement. The DISTRICT reserves the right to terminate this Agreement due to a facility change that the DISTRICT determines to be inadequate for instructional purposes.

19. TERMINATION

The DISTRICT and HOPE BUILDERS reserve the right to terminate this Agreement at the end of any semester or summer session by giving thirty (30) days prior written notice. In addition, the DISTRICT may terminate this Agreement due to budgetary restraints identified by the Board of Trustees, thirty (30) days after giving written notice.

- A. Should the DISTRICT exercise its right to terminate this Agreement, students currently enrolled shall have the option to complete the current training course at a cost not to exceed the rate per student instructional hour as set forth herein. Such fees shall to be paid directly to HOPE BUILDERS by the student.

20. NOTICE

Any notice given under this Agreement shall be deemed given when personally served upon the Chancellor of the DISTRICT or upon the Chair of the Board of Directors of HOPE BUILDERS or when a certified notice is deposited in the mail in Orange County in a sealed envelope with postage thereon fully prepaid from one party to the other addressed as follows, respectively:

TO DISTRICT: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 North Broadway
Santa Ana, CA 92706
Attention: Vice Chancellor
Business Operations/Fiscal Services

TO CONTRACTOR: HOPE BUILDERS
801 North Broadway
Santa Ana, CA 92701-3423

21. EXPIRATION DATE

This Agreement shall expire on June 30, 2020.

22. APPROVAL

This Agreement is subject to the approval of the California Community Colleges Chancellor's Office.

IN WITNESS WHEREOF, said parties to this Agreement have executed these presentations and here unto set their hands on the day and year first written.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

HOPE BUILDERS

Signature:

Date:

Shawna Smith, Executive Director
Hope Builders
801 North Broadway
Santa Ana, CA 92701-3423
(714) 543-5105

APPENDIX A

INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT

- John M. Puckett

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

**With Instructors from a Public Agency or Private Organization
Pursuant to District's Instructional Services Agreement
With a Public Agency or Private Organization**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the California Administrative Code, to enter into a written contract with

John M. Puckett

(name)

, an instructor, hereinafter known as

INSTRUCTOR, who is employed by

HOPE BUILDERS

which is either a public agency or private organization, and is hereafter referred to as ENTITY.

INSTRUCTOR agrees to participate in the delivery of approved curriculum from the relevant college within DISTRICT, which will be either Santa Ana College or Santiago Canyon College. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through an Instructional Services Agreement between DISTRICT and ENTITY.

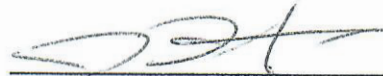
The delivery of the curriculum will be in compliance with the provisions of the signed Instructional Services Agreement signed by ENTITY and DISTRICT, and with the catalog and the course outlines from Santa Ana College or Santiago Canyon College. Curriculum materials, testing and grading procedures, and materials and services such as those that DISTRICT provides to its hourly instructors on campus, may be provided by DISTRICT to INSTRUCTOR.

INSTRUCTOR is, and all times shall be, an employee of ENTITY and not of DISTRICT. The DISTRICT will not be obligated to make any payment to INSTRUCTOR for services delivered under the Instructional Services Agreement, and will not be responsible for benefits including and not limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would otherwise accrue to faculty members. All salary and benefits payable or owing to INSTRUCTOR are the sole responsibility and liability of the employer who has signed the Instructional Services Agreement with the District.

IN WITNESS WHEREOF, the parties have executed the Agreement on the date set forth below.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT:

John M. Puckett
Instructor Name (print)



Instructor Signature

7/14/17

Date

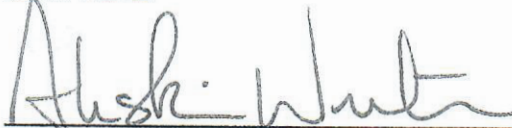
Nilo E. Lipiz
Dean Name



Dean Signature

9-14-17

Date



Alistair Winter, Assistant Vice Chancellor, Human Resources

10/24/17

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College School of Continuing Education

To: Board of Trustees	Date: August 12, 2019
Re: Renewal of MOU for the Workforce Innovation and Opportunity Act (WIOA) with Santa Ana Workforce Development Board (WDB) and Rancho Santiago Community College District (AJCC Partner)	
Action: Request for Renewal	

BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) be executed between Santa Ana Workforce Development Board (WDB) and Rancho Santiago Community College District (AJCC Partner) ([view document](#)) to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. It serves to establish the framework for providing services to employers, job seekers, and others needing workforce services. This MOU is a renewal to the previously executed agreement.

ANALYSIS

Santa Ana College proposes this Memorandum of Understanding with no fiscal impact to the District. The term of this MOU will expire on June 30, 2022.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Understanding with the Santa Ana Development Board.

Fiscal Impact: No fiscal impact.	Board Date: August 12, 2019
Prepared by: Lorena Chavez, Director, Special Programs Stephanie Paramore, Dean, Instruction and Student Services James Kennedy, Ed.D. Vice President, Continuing Education	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

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

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Clinical Affiliation Agreement with Tustin Hills Healthcare, Inc. dba The Hills Post Acute	
Action: Request for Approval	

BACKGROUND

Students in the Nursing program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Clinical Affiliation Agreement with Tustin Hills Healthcare, Inc. dba The Hills Post Acute will yield appropriate clinical rotation activities for the Nursing program.

ANALYSIS

The Clinical Affiliation Agreement with Tustin Hills Healthcare, Inc. dba The Hills Post Acute covers the scope of the program's operations of the facility, as well as other issues relating to the responsibilities for both parties. The Clinical Affiliation Agreement with Tustin Hills Healthcare, Inc. dba The Hills Post Acute has been reviewed by the District and college. The Clinical Affiliation Agreement with Tustin Hills Healthcare, Inc. dba The Hills Post Acute carries no costs or other financial arrangements and is in effect for five (5) years.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Clinical Affiliation Agreement with Tustin Hills Healthcare, Inc. dba The Hills Post Acute, located in Santa Ana, California, as presented.

Fiscal Impact: None	Board Date: August 12, 2019
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Rebecca Miller, MSN, Associate Dean, Health Sciences	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

Clinical Affiliation Agreement

AGREEMENT EFFECTIVE DATE:	August 14, 2019
FACILITY:	Tustin Hills Healthcare, Inc. dba The Hills Post Acute 1800 Old Tustin Ave, Santa Ana, CA, 92705, USA
ACADEMIC INSTITUTION:	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA, 92706, USA

THIS **CLINICAL AFFILIATION AGREEMENT** ("Agreement") is made and entered into by and between the above-named Academic Institution ("Institution") and Facility ("Facility"), each a ("Party") and collectively referred to herein, as (the "Parties"), as of the Agreement Effective Date ("Effective Date"), with respect to the following:

RECITALS

WHEREAS, the Parties intend by way of this Agreement, to set forth the terms and conditions whereby Facility agrees to allow select students from Institution's learning programs ("Students") the opportunity to gain, practical, hands-on experience through a clinical education rotation at Facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, Institution and Facility agree as follows:

1. Purpose

- 1.1. Institution offers a classroom based educational program which, in part, requires a hands-on practical learning experience (hereafter "Program") for its Students and requires a clinical setting, whereby Students can apply the skills taught in the classroom within a hands-on clinical environment.

2. Responsibilities Of Institution

- 2.1. Institution, with consultation of representatives of Facility, shall agree on the specific outline for an educational program which allows Institution's Students to achieve discipline-specific goals and objectives related to the Program, at least ten (10) days prior to arrival of Student(s) at Facility and which will allow Facility time to adequately plan and prepare for each Student's clinical rotation.
- 2.2. Facility will reasonably assist Institution, when requested, in the evaluation process of each Student's clinical rotation.
- 2.3. Institution will provide to Facility, at least ten (10) days prior to arrival of Students, the following information: name of Student(s), rotation schedule, necessary attendance and all other relevant information which Facility should be aware of as it pertains to the Students.
- 2.4. Institution will inform and explain to Students, that during their clinical rotation at Facility, each Student will be under the jurisdiction of Facility managers, directors and administrators and that each Student must follow the rules and compliance policies of Facility, to the fullest extent, to ensure a safe environment for the Facility's patients, the Institution's Students and the employees of Facility. Institution

shall prescribe the type of uniforms worn by Students, including name tags, and all other proper identification, in keeping with the requirements of the Facility and applicable law. Institution acknowledges that they have received or downloaded a copy of Facility's code of conduct and compliance hotline information, and that Students may be required by Facility to complete compliance and training prior to arriving at the Facility.

- 2.5. Institution will require that each Student prior to starting their clinical rotation at Facility, shall meet the same physical examination and immunization requirements as those applied to Facility employees, which includes; a current vaccination card and a TB test, within the last twelve (12) months, along with all other necessary vaccinations required by state or federal law.
- 2.6. Institution will ensure its Students participating in the Program, are instructed on both federal and state laws which protect the confidentiality of each patient at Facility, and that Protected Health Information ("PHI") as defined within the HIPAA Rules, shall not be disclosed to any third party without a legal obligation and a need to know, or by a lawful order of a court of competent jurisdiction. Institution will further inform Students that any breach of such PHI, based wholly or in part by a Students negligence or willful misconduct, could subject such Student to personal liability for damages sustained by a third party, for which Facility explicitly will not indemnify Student or Institution against.
- 2.7. Institution will determine the course of action, if a Student is determined unacceptable for the Program by either Institution or Facility. Institution will immediately withdraw a Student from the clinical rotation at Facility if, after consultation with Facility, either Party determines such action to be warranted. Institution will provide Facility written notification of such withdrawal.
- 2.8. Institution shall be solely responsible to conduct the overall education program for its Student(s) and Facility makes no guarantee or warranty of suitability of the training each student may receive.
- 2.9. Institution shall provide a suitably credentialed instructor, satisfactory to Facility, who will be a point of contact for Students while on Clinical Rotation at Facility.
- 2.10. Institution shall ensure each Student has had a drug test within the last twelve (12) months, and Institution is required to provide confirmation of a negative drug screen to Facility prior to Students start date at Facility. Additionally, Institution shall require each Student to have a background check completed prior to starting a clinical rotation at Facility.
- 2.11. Facility has determined that it is a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. For purposes of compliance with HIPAA, Students of Institution shall function as part of the Facility's "workforce", limited to the definition of 45 CFR §160.103 and shall be subject to the HIPAA policies and procedures of the Facility. Institution shall insure that the assigned Students are familiar with HIPAA requirements prior to their assignment to the Facility.
- 2.12. For Students who incur injuries while on clinical rotation at Facility, Facility shall procure initial emergency medical treatment at Student's sole expense. Students shall carry their own health insurance coverage or otherwise maintain financial responsibility for their own health care costs.

3. Responsibilities of Facility

- 3.1. To the extent practical and consistent with Facility's operations, Facility will provide a suitable environment for learning experiences and observations, appropriate for Student(s) relating to their educational program, in accordance with the mutually agreed upon educational objectives and guidelines outlined between Institution and Facility.
- 3.2. Facility will provide the facilities, equipment, and supplies which are necessary to achieve the educational objectives of the Program and which may be required by federal and/or state law and regulations.

- 3.3. Facility reserves the right, exercisable in its discretion, after consultation with Institution to exclude any Student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of Facility, subject to the non-discrimination provisions of Article Six, herein.
- 3.4. Facility will keep the Institution informed of any policy changes which may affect the Institution and its Students.
- 3.5. Facility agrees to provide reasonable cooperation to help insure the success of the Institution's Program.
- 3.6. Facility will provide orientation for students and faculty to the facility.
- 3.7. Facility shall maintain sole responsibility and accountability for patient care with adequate staffing.

4. Term and Termination

- 4.1. This Agreement shall remain in effect for five (5) years, unless written notice of termination is given by either Party pursuant to Article 4.2, herein.
- 4.2. This Agreement may be terminated for any reason by either party upon thirty (30) days written notice. Further, in the event of any breach, violation of law or regulations; or the occurrence or existence of any condition, practice, procedure, action, inaction, or omission of, by or involving Institution faculty, staff, and/or Students which, in the reasonable opinion of Facility, constitutes either a threat to the health, safety and welfare of any patient, resident, Facility employee and/or staff, or a violation of any law, regulation, requirement, license, eligibility or material agreement governing Facility's operation, then Facility shall have the right to summarily and immediately terminate this Agreement upon written notice to Institution delivered to the address set forth herein for notices.
- 4.3. All notices which are required or which may be given pursuant to this Agreement, shall be in writing and shall be sufficient in all respects, if given in writing and delivered personally or by registered or certified mail, return receipt requested, or by a comparable commercial delivery system, and notice shall be deemed to be given on the date hand-delivered or on the date which is three (3) business days after the date deposited in the United States mail, or with a comparable commercial delivery system, with postage or other delivery charges thereon prepaid, at the addresses first set forth hereinabove or such other addresses as the Parties may designate by written notice to the other from time to time. For a notice from Institution to Facility to become effective, a true and complete copy of such notice shall be simultaneously delivered by Institution, to: Ensign Services, Inc., Attn: General Counsel, 27101 Puerta Real, Suite 450, Mission Viejo, CA 92691. Notice of termination from Facility to Institution shall be directed to the address first indicated above.

5. Liability

- 5.1. Each party agrees to defend, indemnify, and hold the other party, its corporate parent, subsidiaries, affiliated and related companies, directors, officers, employees, and agents, wholly harmless for, from and against any and all costs (including without limitation reasonable attorney's fees and costs of suit), liabilities, claims, losses, lawsuits, settlements, demands, causes, judgments and expenses arising from or connected with the acts or omissions of the indemnifying party, to the extent that such costs and liabilities are alleged to result from its negligence or willful misconduct. The indemnifying party explicitly agrees not to admit fault on behalf of the other party without the express written consent of the indemnified party. A party receiving notice of a claim or potential claim, loss, lawsuit or demand shall send written notice to the other within ten (10) business days, and shall fully cooperate in the defense thereof, by counsel mutually acceptable to the parties. The indemnified party shall have the right but not the responsibility and at its own cost and expense, to retain separate counsel of its choosing. The parties' rights to indemnification set forth in this Article 8 are non-exclusive and are not intended to affect in any way any other rights of the parties to indemnification under applicable federal, state or local laws and regulations.

6. Insurance

- 6.1.** Institution shall at all times carry general liability insurance, or shall self-insure for liability with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering Institution, employees and affiliates during their assignment with Facility. Insurance policies shall provide that they are not cancellable and/or modifiable on less than thirty (30) days prior written notice to Facility.
- 6.2.** Each Student shall be required prior to starting their clinical rotation, to have in-place or purchase, a professional liability insurance policy to cover his/her activities in connection with the Program in the minimum amount of \$1,000,000 per occurrence with an annual aggregate of \$3,000,000, and shall provide a certificate of insurance to the Facility to demonstrate that such coverage is in effect throughout the term of this Agreement. In the alternate, Institution may provide a policy of Professional Liability for its Students which is non-cancellable without 30-days prior notice to Facility.

7. Non-Discrimination

- 7.1.** The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

8. Consideration

- 8.1.** Under the terms of this Agreement, neither Party is obligated to make payments, of any kind, to the other Party and non-monetary consideration, as agreed to herein by the Parties, shall be deemed sufficient under the rule of law to form a valid and binding agreement between the parties.
- 8.2.** Services rendered by Students covered by this Agreement are considered only to be voluntary educational experience, necessary for the completion of Institutions Program; therefore, no monetary compensation shall be paid to Students by Facility, or patients thereof. Nothing in the execution or performance of this Agreement shall be construed to establish an employer-employee, an agency, a partnership or a joint venture relationship among the Institution, the Facility, and the Students.

9. Miscellaneous

- 9.1.** This Agreement shall be governed by and construed under the laws in which the Facility is physically located.
- 9.2.** This Agreement which contains no exhibits or schedules, constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written relating to the subject matter herein. Any amendment hereof must be made in writing and fully executed by all Parties hereto.
- 9.3.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach by any party.
- 9.4.** Notice Regarding the Elder Justice Act. All individuals who are agents or contractors of the Facility are required to report suspicion of a crime against any individual who is a resident of, or is receiving care from, the Facility to the Secretary of the U.S. Department of Health and Human Services and one or more law enforcement entities for the political subdivision in which the Facility is located. If the events that cause the suspicion result in serious bodily injury, the report shall be made no later than two hours after forming the suspicion. If the events that cause the suspicion do not result in serious bodily injury, the report shall be made no later than 24 hours after forming the suspicions.

- 9.5. This Agreement has been negotiated by and between Institution and Facility in an arms-length negotiation, and both Parties are responsible for its drafting. Both Parties have reviewed this Agreement with appropriate counsel, or have waived their right to do so, and the Parties hereby mutually and irrevocably agree that this Agreement shall be construed neither for nor against either Party, but in accordance with the plain language and intent hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provision hereto, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Headings are used herein for convenience only, and shall play no part in the construction of any provision of this Agreement.
- 9.6. Institution shall take commercially reasonable care to preserve the confidentiality of all private, confidential and/or proprietary information disclosed to or discovered by Institution in connection with this Agreement, including, without limitation, non-public financial information, manuals, protocols, policies, procedures, marketing, and strategic information, Facility lists, computer software, training materials, resident/patient health information, resident/patient records, and resident/patient care and outcomes data ("Confidential Information") as required by law. Institution shall not use for its own commercial benefit or disclose or otherwise disseminate to third parties, directly or indirectly, any Confidential Information without prior written consent from Facility. Upon termination of this Agreement, all Confidential Information and copies thereof shall be returned to Facility. Institution and Facility shall comply with applicable federal, state and local laws and regulations with respect to all Confidential Information, including, but not limited to, any disclosures thereof pursuant to this paragraph.
- 9.7. Time is of the essence of this Agreement and every term and condition hereof.
- 9.8. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement.

Rancho Santiago Community College District	Tustin Hills Healthcare, Inc. dba The Hills Post Acute
Sign: _____	Sign: _____
By: _____ Peter J. Hardash, Vice Chancellor Business Operations/Fiscal Services Authorized Agent	By: _____ Authorized Agent
Date: _____	Date: _____

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

To: Board of Trustees	Date: August 12, 2019
Re: Approval of U.S. Field Site Affiliation Agreement with Walden University, LLC	
Action: Request for Approval	

BACKGROUND

This U.S. Field Site Affiliation Agreement with Walden University, LLC, based in Minneapolis, Minnesota, is to be a provider of post-graduate educational and training for students pursuing careers in nursing education. These students are in the Master's Degree Program or Bachelor's Degree Program and will be preceptoring with Santa Ana College Nursing Faculty in the classroom and clinical setting as part of their post-graduate or under-graduate education.

ANALYSIS

This U.S. Field Site Affiliation Agreement with Walden University, LLC allows for clinical training of graduate or undergraduate nurses and is important to Santa Ana College because these students may become interested in teaching at Santa Ana College upon graduation as a result of a positive training experience. The U.S. Field Site Affiliation Agreement with Walden University, LLC covers the scope of program operations, as well as other issues relating to responsibilities for both parties. The U.S. Field Site Affiliation Agreement with Walden University, LLC has been reviewed by the District and college. The U.S. Field Site Affiliation Agreement with Walden University, LLC carries no costs or other financial arrangements and is in effect for five (5) years.

RECOMMENDATION

It is recommended that the Board of Trustees approve this U.S. Field Site Affiliation Agreement with Walden University, LLC, located in Minneapolis, Minnesota, as presented.

Fiscal Impact: None	Board Date: August 12, 2019
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Rebecca Miller, MSN, Associate Dean, Health Sciences	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

WALDEN UNIVERSITY

U.S. FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of the final signature below by and between WALDEN UNIVERSITY, LLC, located at 100 Washington Avenue South, Suite 900, Minneapolis, MN 55401 ("Walden") and Rancho Santiago Community College District, located at 2323 N. Broadway, Santa Ana, CA on behalf of Santa Ana College, located at 1530 W. 17th Street, Santa Ana, CA ("Field Site").

RECITALS

WHEREAS, Walden offers undergraduate, graduate, and post-graduate programs in the fields of nursing, social work, counseling, psychology, health sciences, and interdisciplinary studies (the "Programs") and seeks to partner with field sites for educational field experiences for Walden students (the "Students");

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("Field Experience Program");

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to contribute to the education and professional growth of Walden Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall be 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 for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination or expiration of this Agreement before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

II. WALDEN RESPONSIBILITIES

A. Walden shall be responsible for the assignment of Students to the Field Site. Walden agrees to refer to the Field Site only those Students who have completed the prerequisite course of study as determined by Walden.

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B. Walden shall provide a field education coordinator (the "Walden Coordinator") who will act as a liaison between Walden and the Field Site and coordinate the Field Experience Program with the Field Site. The Walden Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

(1) Confirming any contact information for Students to the Field Site Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site with information regarding each Student's current level of academic preparation as may be required by the Field Site.

C. Walden shall provide an instructor (the "Walden Supervisor") who will serve as the academic course instructor and field experience instructor for the educational experience. The Walden Supervisor will have responsibilities including, but not limited to:

(1) Communicating with the Field Site Supervisor relating to each Student's educational experience at the Field Site;

(2) Evaluating student academic and Field Site work relating to the educational experience at the Field Site.

Notwithstanding the foregoing, the parties understand that Walden is an online institution; therefore, there will be no on-site faculty presence from Walden on Field Site premises.

D. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

E. Walden maintains professional liability insurance with a single limit of no less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, with umbrella liability coverage in amounts no less than One Million Dollars (\$1,000,000). Such insurance policies shall provide additional coverage to Walden's Students. Walden shall provide the Field Site with proof of coverage upon request.

III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the "Field Site Coordinator"). The Field Site Coordinator shall be responsible for:

(1) Planning and coordinating the education arrangements between the Field Site, the Students and Walden;

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(2) Serving as a liaison between the Field Site and Walden; and

(3) Developing and administering an orientation program for Student which will familiarize the Students with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor or supervisor (the "Field Site Supervisor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Field Site Supervisor. The Program requires supervision specifically by the Field Site Supervisor, and such supervision may not be delegated. Field Site Supervisors are responsible for providing, as applicable to the Program, role modeling, direct patient or client supervision, and professional interactions, and sharing expertise and experience. Field Site Supervisors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Field Site Supervisors shall provide instruction and services in accordance with applicable laws and shall educate Students as to the requirements of the applicable laws. The Field Site Supervisor shall work with the Walden Supervisor to review and evaluate the Students in the field experience program.

C. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. Where applicable, the Field Site shall provide the Students with an orientation familiarizing students with all applicable State and Federal laws and regulations as they pertain to practice at the Field Site, which may include those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. The Field Site shall ensure that the Students practice within the guidelines of any applicable professional ethics codes. The Field Site shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during field training.

F. The Field Site Supervisor shall complete, with the Walden Supervisor and Student, all written evaluations of the Students' performance according to the timeline established by Walden. Evaluations will be submitted to the Walden Coordinator.

G. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Coordinator or assigned Field Site Supervisor shall promptly notify the Walden Coordinator and/or Walden Supervisor of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

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H. If available at the Field Site, the Field Site agrees to provide emergency health care services for Students for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs. In the event that Field Site does not have the resources to provide such emergency care, Field Site will refer such Students to the nearest emergency facility.

I. The Field Site shall ensure adequate workspace for the Students and shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program. Field Site shall provide Students with training on Field Site safety protocols, as applicable, and provide prompt notice to Walden of any situation involving threatened hazards or harm that may adversely impact the health or safety of Students.

J. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

To the extent that the Field Site is an entity governed by and/or operated through any state or federal agency or is provided liability coverage through statutory or tort law, then the foregoing paragraph shall not apply.

IV. STUDENT RESPONSIBILITIES

A. Students shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the field experience.

B. Students shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to the Students by the Field Site during their orientation at the Field Site and shall abide by the requirements of all applicable laws.

C. Students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Students shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. Students shall be instructed that they are required to purchase and maintain a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Students shall provide the Field Site with proof of coverage upon request.

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V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program to the extent that access to those records is required by the Field Site in order to carry out the Field Experience Program. Field Site and Walden shall only disclose such educational records in compliance with FERPA.

B. HIPAA. The parties agree that, if the Field Site is a covered entity under HIPAA:

(1) to the extent that a Student is participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not otherwise be construed to be employees of the Field Site;

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site’s privacy policies adopted pursuant to HIPAA; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a Student has access through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(2) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(3) No services are being provided to the Field Site by Walden pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

C. The Field Site and Walden will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The parties agree that Students participating in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries or affiliates by virtue of a Student’s participation in the Field Experience Program and shall not as a result of Student’s participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for gender identity, race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual

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orientation or other legally protected status. Field Site and Walden will comply with all applicable non-discrimination laws in providing services hereunder.

F. Field Site represents that it has policies in place that are consistent with applicable laws to prevent and report instances of sexual harassment, sexual discrimination, and sexual misconduct and it will comply with these policies during its participation in the Field Experience Program. In the event that Field Site does not have such policies in place, it shall abide by Walden's Code of Conduct located at <https://www.waldenu.edu/-/media/Walden/files/legal/title-ix-policy-for-codeof-conduct-waldenfinal10915.pdf?la=en> with regard to Walden's Students.

G. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

H. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

I. This Agreement shall be governed by the laws of the State of Minnesota.

J. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid). Notices to Walden shall be sent to the Walden Coordinator at Walden University, LLC; 100 Washington Avenue South, Suite 900; Minneapolis, MN 55401; with a copy to: Walden University, LLC; Attention: Assistant Divisional Counsel; 650 South Exeter Street; Baltimore, MD 21202. Notices to Field Site shall be sent to: Director of Nursing, Santa Ana College, 1530 W. 17th Street, Santa Ana, CA 92706; with a copy to: Rancho Santiago Community College District, 2323 N. Broadway, Santa Ana, CA 92706.

K. Each party agrees to indemnify, defend, and hold harmless the other from all losses or liabilities resulting from the negligence or willful misconduct of the indemnifying party and/or its employees or agents arising under this Agreement, except to the extent such losses or liabilities are caused by the indemnified party's negligence or willful misconduct.

L. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, or in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

M. Each person signing this Agreement on behalf of a party represents to the other party that the execution and performance of this Agreement is duly authorized to sign this Agreement on behalf of the party and that this Agreement constitutes a valid and binding agreement of such party, enforceable according to its terms.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

WALDEN UNIVERSITY, LLC

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT on behalf of
SANTA ANA COLLEGE

By: _____
(signature)

By: _____
(signature)

Name: Brandi DeFries
(Print name)

Name: Peter J. Hardash
(Print name)

Title: Director of Field Experience

Title: Vice Chancellor,
Business Operations/Fiscal Services

Date: _____

Date: _____

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

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Educational Affiliation Agreement with Hope Speech and Language Therapy, Inc.	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement with Hope Speech and Language Therapy, Inc. covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This educational affiliation agreement with Hope Speech and Language Therapy, Inc. shall be effective for five (5) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this educational affiliation agreement with Hope Speech and Language Therapy, Inc. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement with Hope Speech and Language Therapy, Inc., located in Murrieta, California, as presented.

Fiscal Impact: None	Board Date: August 12, 2019
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Timothy Winchell, Ph.D., Acting Dean, Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., 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 Hope Speech and Language Therapy, Inc. (“Clinical Facility”), located at 41760 Ivy Street, Suite 101, Murrieta, CA 92562.

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

SAC-19-065

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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 that 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).

Clinical 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** after that date 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:

Hope Speech and Language Therapy, Inc.
41760Ivy Street, Suite 101
Murrieta, CA 92562

To College:

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

With a copy to:

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

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

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

District:
Rancho Santiago Community College
District
2323 N. Broadway
Santa Ana, CA 92706

Clinical Facility:
Hope Speech and Language Therapy, Inc.
41760 Ivy Street, Suite 101
Murrieta, CA 92562



Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Amber Maldonado, MS, CCC-SLP
Director/Owner/Speech-Language Pathologist

7/8/2019

Date

Date

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Educational Affiliation Agreement with Ontario-Montclair School District	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement with Ontario-Montclair School District covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This educational affiliation agreement with Ontario-Montclair School District shall be effective for five (5) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this educational affiliation agreement with Ontario-Montclair School District. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement with Ontario-Montclair School District, located in Ontario, California, as presented.

Fiscal Impact:	None	Board Date: August 12, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Timothy Winchell, Ph.D., Acting Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., 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 Ontario-Montclair School District (“Clinical Facility”), located at 950 West D Street, Ontario, CA 91762.

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

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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 that 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).

Clinical 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** after that date 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:

Ontario-Montclair School District
950 West D Street
Ontario, CA 91762

To College:

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

With a copy to:

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

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

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

District:
Rancho Santiago Community College
District
2323 N. Broadway
Santa Ana, CA 92706

Clinical Facility:
Ontario-Montclair School District
950 West D Street
Ontario, CA 91762

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Phil Hillman
Chief Business Official

Date

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Educational Affiliation Agreement Renewal with Extended Care Hospital of Westminster	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement renewal with Extended Care Hospital of Westminster covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This educational affiliation agreement renewal with Extended Care Hospital of Westminster shall be effective for five (5) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this educational affiliation agreement renewal with Extended Care Hospital of Westminster. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Extended Care Hospital of Westminster, located in Westminster, California as presented.

Fiscal Impact: None	Board Date: August 12, 2019
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Timothy Winchell, Ed.D., Acting Dean, Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., 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 Extended Care Hospital of Westminster (“Clinical Facility”), located at 206 Hospital Circle, Westminster, CA 92683

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

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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 that 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).

Clinical 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** after that date 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:

Extended Care Hospital of Westminster
Attn: George L. Rodes, Administrator
206 Hospital Circle
Westminster, CA 92683

To College:

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

With a copy to:

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

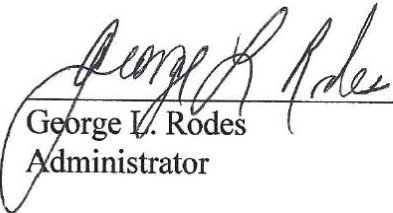
- E. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and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

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

District:
Rancho Santiago Community College
District
2323 N. Broadway
Santa Ana, CA 92706

Clinical Facility:
Extended Care Hospital of Westminster
206 Hospital Circle
Westminster, CA 92683

Peter J. Hardash
Vice Chancellor
Business Operations/ Fiscal Services



George L. Rodes
Administrator

Date

7-16-19

Date

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

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Educational Affiliation Agreement Renewal with Long Beach Memorial Medical Center, dba MemorialCare Long Beach Medical Center	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement renewal with Long Beach Memorial Medical Center, dba MemorialCare Long Beach Medical Center, covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This educational affiliation agreement renewal with Long Beach Memorial Medical Center, dba MemorialCare Long Beach Medical Center, shall be effective for five (5) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this educational affiliation agreement renewal with Long Beach Memorial Medical Center, dba MemorialCare Long Beach Medical Center. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Long Beach Memorial Medical Center, dba MemorialCare Long Beach Medical Center, located in Long Beach, California, as presented.

Fiscal Impact: None	Board Date: August 12, 2019
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Timothy Winchell, Ph.D., Acting Dean, Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement (“Agreement”) is effective on the date this Agreement first becomes fully executed by all parties hereto and is made and entered into between the Rancho Santiago Community College District on behalf of the Santa Ana College Occupational Therapy Assistant Program, a public education agency (“School”) and Long Beach Memorial Medical Center, a California nonprofit public benefit corporation doing business as MemorialCare Long Beach Medical Center (“MemorialCare”) (MemorialCare and School are sometimes individually referred to herein as a “party,” and collectively as the “parties”) with reference to the following:

RECITALS

- A. School is an institution of higher learning authorized by applicable law to offer health care program(s) for the instruction and training of students in one or more programs as identified in Exhibit A, (the “Programs”). Such Programs requires Program students (“Students”) to obtain appropriate training and field experience in the community.
- B. MemorialCare owns and operates the following facility or facilities which MemorialCare and School mutually desire be used to furnish such field experience (each, a “Facility”):

Long Beach Memorial Medical Center dba MemorialCare Long Beach Medical Center
Long Beach Memorial Medical Center dba MemorialCare Miller Children’s & Women’s Hospital Long Beach

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth below, the parties agree as follows:

ARTICLE I General Information

- 1.1 Control. Each Program is an educational program of School and not MemorialCare. School shall be, at all times, exclusively responsible for counseling, controlling, and disciplining Students.
- 1.2 Times, Place and Subject Matter. School and MemorialCare shall mutually set the times, place and subject matter for each Program that will be conducted at the Facility, and shall mutually agree upon the length of the Students’ field experience at the Facility prior to the Students’ arrival. The maximum number of Students who will be accepted at the Facility at any one time shall be determined by MemorialCare.

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- 1.3 Compensation. Each Program shall be conducted without the payment of any consideration by School or MemorialCare to the other, or to any Student participating in a Program.

ARTICLE II Relationship of the Parties

- 2.1 Term. This Agreement shall be in effect for a period of five (5) years from the Effective Date, unless earlier terminated in accordance with the provisions of this Agreement.
- 2.2 Termination. This Agreement may be terminated by either party without cause upon no less than thirty (30) days prior written notice to the other party, except that any Student already accepted by MemorialCare and assigned to a Facility shall be allowed to complete any in-progress field experience assignment at the Facility, unless MemorialCare reasonably determines that continued participation of the Student at a Facility poses a material risk to effective patient care or the safety of any MemorialCare patient or employee. Notwithstanding the above, this Agreement shall immediately terminate if School's licenses, accreditations or certifications required for any Program are terminated, revoked, reduced or any type of disciplinary action is taken against School by any accreditation or regulatory agency.
- 2.3 Independent Contractor. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, employees or Students shall be considered agents, representatives, or employees of MemorialCare. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. MemorialCare shall not assume any liability under any employment or worker's compensation law based on Students performing services, receiving education or traveling pursuant to this Agreement and no Student or Faculty shall look to MemorialCare for any salaries, insurance or other benefits pursuant to this Agreement. The provisions of this Section shall survive expiration or other termination of this Agreement.

ARTICLE III School's Responsibilities

- 3.1 Academic Responsibility. School shall develop all Program curriculum and shall be responsible for offering a health care education program eligible, if necessary, for accreditation and approval by any state agency. School shall be responsible at all times during the course of this Agreement for obtaining and maintaining all licenses, accreditation and certifications necessary for the Program. School shall provide MemorialCare with educational objectives for each Program for Students gaining field experience at the Facility under this Agreement prior to the start of each field experience rotation. School shall be responsible for Students' academic preparation. School shall

ensure all Students have completed any required prerequisite didactic and clinical portions of the curriculum prior to their field experience at a Facility.

- 3.2 Orientation. Prior to any patient observation period or participation in any clinical experience, School shall require Students to receive training in HIPAA compliance and blood and body fluid standard precautions consistent with the Center for Disease Control guidelines, and fulfill any MemorialCare orientation requirements.
- 3.3 MemorialCare Policies and Procedures. School shall comply with all MemorialCare policies, procedures and rules relating to each Program. School also shall be responsible for the general conduct of its Students and shall assure that Students and Program faculty (“Faculty”) understand and comply with MemorialCare policies and procedures, as well any applicable state and federal laws, rules and regulations. School shall further assure that Students will conform to the rules and policies of the specific department to which they are assigned while participating in a Program at the Facility.
- 3.4 Student Evaluations. School shall appoint a Faculty member to coordinate each Program for School (“Program Coordinator”) and shall provide MemorialCare with each Program Coordinator’s name and contact information prior to the start of each field experience. Each Program Coordinator shall supervise all aspects of School’s involvement in the Program, though Program Coordinator may or may not be on-site. School shall arrange for periodic conferences between the Program Coordinator and MemorialCare to evaluate the field experience provided under this Agreement.
- 3.5 Student Information. School shall provide MemorialCare with Student information as requested by MemorialCare at least two (2) weeks before a Student is scheduled to begin the field experience at a Facility.
- 3.6 Background Check. School agrees that each Student shall be required to submit to a complete background check as a condition of participation in a Program. At a minimum, the background check shall include the following: verification of identity; criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General (“OIG”) sanction trace. School shall provide a copy of the completed background check to MemorialCare prior to the commencement of each Student’s field experience.
- 3.7 Health Certification. School shall assure that Students assigned to a Facility for a field experience meet MemorialCare standards of safety and health, and shall provide certification, upon request, that each Student has been immunized against the common communicable diseases. School shall maintain the health certification documentation of each Student for the time the Student is participating in a field experience at a Facility and for at least one (1) year beyond the date the Student completed the field experience at such Facility. School shall immediately notify MemorialCare, in writing, of any current or past Student in the Program who has, or had at the time of his or her field experience at a Facility, a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in a field experience at a Facility, School shall

remove Student until such time that he/she no longer poses a healththreat. School shall provide MemorialCare with a written medical clearance signed by the Student's treating physician prior to the Student returning to the Facility.

- 3.8 Student Health Records. School shall obtain authorization from the Student to allow disclosure of medical information to MemorialCare. School shall make all its health records pertaining to Student available for inspection by MemorialCare upon reasonable notice.
- 3.9 Standards. School shall assure that Students and on-site Faculty (if any) understand and conform to the same standards as are set for MemorialCare employees in matters relating to the welfare of patients and general Facility operation. Students shall conduct their respective activities hereunder consistent with all applicable state and federal laws and regulations, MemorialCare policy and procedures, and The Joint Commission standards.
- 3.10 Confidentiality. School shall assure that Students and Faculty maintain the confidentiality of any and all patient and other information received in the course of, or arising from, the field experience and do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise except as a necessary part of a patient's treatment plan.
- 3.11 Additional Student Responsibilities. School shall assure that Students understand and comply with the following: (i) Students shall arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations; (ii) Students shall report to the Facility on time, timely contact School and MemorialCare when they will be absent from the Facility when scheduled to be at the Facility; (iii) Students shall act in a professional manner and dress appropriately; (iv) Students shall assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, and annual health examinations; (v) Students shall reimburse MemorialCare for any emergency health care or first aid provided by the Facility; (vi) Students shall avoid infectious or communicable diseases and inform MemorialCare and School immediately if they have or might have been exposed to an infectious or communicable disease; and (vii) Students shall maintain adequate health care coverage.
- 3.12 Removal of Students. Upon the request of MemorialCare, School shall remove from the field experience any Student (a) who does not meet all requirements in this Article III applicable to Students, or (b) pursuant to MemorialCare's rights under Section 4.8

ARTICLE IV MemorialCare's Responsibilities

- 4.1 MemorialCare Access. MemorialCare shall accept from School the mutually agreed upon number of Students and shall permit said Students and on-site Faculty (if any) access to the

Facility as MemorialCare determines is appropriate for the purposes of providing the field experience expected in each Program.

- 4.2 MemorialCare Supervision. MemorialCare shall ensure that activities assigned to Students while participating in the field experience at the Facility shall be supervised by a qualified MemorialCare employee.
- 4.3 Orientation. MemorialCare shall provide appropriate orientation and information regarding the policies and procedures of MemorialCare and the Facility to incoming Students and on-site Faculty (if any).
- 4.4 Student Evaluations. MemorialCare shall designate a person who will coordinate the Students' experiences at the Facility ("MemorialCare Coordinator"). The MemorialCare Coordinator will provide evaluations to School of each Student's performance in a Program in a manner agreed upon by the parties.
- 4.5 Student Health Care; Health Clearance Services. MemorialCare shall assume no responsibility for providing or paying for Student's medical care or health clearance services. Notwithstanding the above, MemorialCare shall, within its capacity, provide Students necessary emergency health care or first aid for accidents occurring at the Facility. Student or School shall be responsible for paying the charges for such care.
- 4.6 Adequate Staffing. MemorialCare shall not decrease the number of staff or alter staffing patterns at the Facility due to the presence or absence of Students in assigned areas. MemorialCare shall assure that its staff is sufficient in number, quality and stability to ensure safe and continuous service to patients and families.
- 4.7 Patient Care. MemorialCare shall, at all times, retain professional and administrative responsibility for patient care and all services rendered at the Facility, pursuant to the California Code of Regulations, Title 22, Section 70713.
- 4.8 Removal of Students. MemorialCare shall have the right to suspend or terminate any Student from the field experience at the Facility if, in MemorialCare's sole judgment and discretion, Student fails to perform satisfactorily, fails to follow MemorialCare policies and procedures, or threatens the health, safety, or welfare of any patients, invitees, or employees at the Facility, or otherwise interferes with MemorialCare's ability to provide optimal patient care. An immediate suspension shall be imposed by MemorialCare on a temporary basis only until MemorialCare can confer with School and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the field experience at the Facility is vested in MemorialCare.

ARTICLE V

Insurance

- 5.1 School's Insurance. School, at its sole expense, shall insure or self-insure its activities in connection with this Agreement by obtaining and maintaining in full force and effect

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during the term of the Agreement insurance or programs of self-insurance to cover School, Faculty and Students, as follows:

- 5.1.1 Professional Liability insurance with one (1) or more approved insurance companies with limits of at least One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) annual aggregate. In the event that the professional liability policy is a claims made policy, School shall purchase a “tail” policy for a period not less than five (5) years following the effective termination date of the foregoing policy. Said “tail” policy shall have policy limits in an amount not less than the primary professional liability policy.
- 5.1.2 Comprehensive or Commercial Form General Liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- 5.1.3 School shall provide MemorialCare with certificates of the insurance coverage required under this Agreement prior to the execution of this Agreement and at least annually thereafter. School shall provide at least thirty (30) days’ written notice to MemorialCare of any substantial change to, or cancellation of, said insurance.
- 5.2 MemorialCare’s Insurance. MemorialCare shall participate in the Memorial Health Services Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) annual aggregate. MemorialCare shall, upon School’s request, provide evidence of the foregoing coverage. MemorialCare shall provide at least thirty days written notice to School of any substantial change to, or cancellation of, said insurance.
- 5.3 Worker’s Compensation Insurance. School shall procure and maintain Worker’s Compensation insurance to cover its employees and agents while participating in a Program in compliance with the statutory requirements of California law. If Students are not covered under School’s Workers Compensation insurance or a policy of student accident insurance, School shall assure that Students obtain a separate Worker’s Compensation insurance policy or student accident insurance coverage at Student’s sole expense.
- 5.4 Survival of Obligations. Obligations pursuant to Article V shall survive termination or expiration of this Agreement.

ARTICLE VI Indemnification

- 6.1 Indemnity by School. School agrees to defend, indemnify and hold harmless MemorialCare, its parents, subsidiaries, directors, officers, attorneys, agents and their

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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 School, its Faculty, agents or its employees in connection with or arising out of acts or omissions in services performed under this Agreement or any breach or default in performance of any of School's obligations hereunder.

- 6.2 Indemnity by MemorialCare. MemorialCare hereby agrees to defend, indemnify, and hold harmless School, its Board of Trustees, employees, agents, officers, from and against claims, losses, liabilities, expenses (including reasonable attorney's fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of MemorialCare, 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 MemorialCare's obligations hereunder.
- 6.3 Survival of Obligations. Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

ARTICLE VII Compliance

- 7.1 Applicable Laws. Each party agrees to comply with all applicable state and federal laws, rules and regulations, as they now exist or may hereafter be amended or changed, in the performance or carrying out of its obligations under this Agreement.
- 7.2 Health Care Program Exclusion. School shall assure that all Students have not been excluded, currently or in the past, from participating in any federal or state health care program. School shall immediately remove any Student from the field experience if the Student is excluded from participating in any federal or state health care program.
- 7.3 Protected Health Information. For purposes of this Agreement, Students shall be considered "work force members," defined as individuals who are given access to MemorialCare's protected health information ("PHI"), which means any information whether oral or recorded in any form or medium, created or received by Students and: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to the patient; or the past present or future payment for the provision of health care to the patient; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the patient and shall have the same meaning as the term "protected health information" in 45 C.F.R. §164.501. As members of the work force, Students will be required to participate in certain education and training related to security and protection of PHI. Both parties shall implement appropriate safeguards to prevent the use or disclosure of PHI other than as contemplated by this Agreement.

ARTICLE VIII
General Provisions

- 8.1 Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. This Agreement may not be amended or modified except by mutual written agreement. The parties agree that Exhibit A may be revised to reflect agreed upon additions and deletions of Programs, and that any such updated Exhibit A will become an amendment to this Agreement once signed by each of them, effective as of the date set forth on the updated Exhibit A.
- 8.2 Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.
- 8.3 Notices. All notices required hereunder by either party must be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed to the party at its address for notice set forth below its signature, or to such other persons or places as either party may from time to time designate by written notice to the other.
- 8.4 Use of Name. Neither party shall use the name, address, logo or other trademarks of a party without the other party's prior written consent.
- 8.5 Partial Invalidity. If any provision of this Agreement is prohibited by law or court decree of any jurisdiction, said prohibition shall not invalidate or affect the remaining provisions.
- 8.6 Waiver of Breach. No breach of any provision hereof can be waived unless in writing. The waiver of any one breach of any provision of this Agreement shall not be deemed a waiver of any other breach of either the same or any different provision.
- 8.7 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and permitted assigns.
- 8.8 No Third Party Beneficiaries. It is not the intention of either party that any person or entity by a third party beneficiary of this Agreement.
- 8.9 Counterparts. This Agreement may be executed in one (1) or more counterparts, including by facsimile, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

MEMORIALCARE	SCHOOL
By: _____ John Bishop, CEO	By: _____ Peter J. Hardash, Vice Chancellor Business Operations/Fiscal Services
_____ Date	_____ Date
Address for Notice: Long Beach Memorial Medical Center 2801 Atlantic Avenue Long Beach, CA 90806 Attention: Contracts & Grants	Address for Notice: Santa Ana College 1530 West 17th Street Santa Ana, CA 92706 Attention: Academic Fieldwork Coordinator

EXHIBIT A

**to Educational Affiliation Agreement
between**

Rancho Santiago Community College District on behalf of the Santa Ana College Occupational Therapy Assistant Program, a public education agency (“School”) and Long Beach Memorial Medical Center, a California nonprofit public benefit corporation (“MemorialCare”).

**PROGRAMS
as of July 1, 2019**

- **Occupational Therapy Assistant Program**

MEMORIALCARE	SCHOOL
By: <hr/> John Bishop, CEO	By: <hr/> Peter J. Hardash, Vice Chancellor Business Operations/Fiscal Services
Address for Notice: Long Beach Memorial Medical Center 2801 Atlantic Avenue Long Beach, CA 90806 Attention: Contracts & Grants	Address for Notice: Santa Ana College 1530 West 17th Street Santa Ana, CA 92706 Attention: Academic Fieldwork Coordinator

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By MHS Legal Department 12/31/2020

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Educational Affiliation Agreement Renewal with Waterman Canyon Post Acute	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement renewal with Waterman Canyon Post Acute covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This educational affiliation agreement renewal with Waterman Canyon Post Acute shall be effective for five (5) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this educational affiliation agreement renewal with Waterman Canyon Post Acute. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Waterman Canyon Post Acute, located in San Bernardino, California, as presented.

Fiscal Impact:	None	Board Date: August 12, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Timothy Winchell, Ed.D., Acting Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., 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 Waterman Canyon Post Acute (“Clinical Facility”), located at 1850 N. Waterman Avenue, San Bernardino, CA 92404

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

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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 that 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).

Clinical 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** after that date 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:

Waterman Canyon Post Acute
Attn: Nicoletta Jenkin, Administrator
1850 N. Waterman
San Bernardino, CA 92404

To College:

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

With a copy to:

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

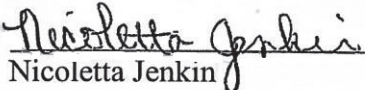
- E. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and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

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

District:
Rancho Santiago Community College
District
2323 N. Broadway
Santa Ana, CA 92706

Clinical Facility:
Waterman Canyon Post Acute
1850 N. Waterman Avenue
San Bernardino, CA 92404

Peter J. Hardash
Vice Chancellor
Business Operations/ Fiscal Services



Nicoletta Jenkin
Administrator

Date

6/18/2019

Date

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Memorandum of Understanding with California State Fire Marshal's Office, State Fire Training	
Action:	Request for Approval	

BACKGROUND

This is a memorandum of understanding with California State Fire Marshal's Office, State Fire Training.

ANALYSIS

This memorandum of understanding with California State Fire Marshal's Office, State Fire Training is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This memorandum of understanding with California State Fire Marshal's Office, State Fire Training shall be effective for a period of five (5) years or until termination by written notice of either party. The memorandum of understanding with California State Fire Marshal's Office, State Fire Training has been reviewed by Dr. Timothy Winchell, District and college staff. This memorandum of understanding with California State Fire Marshal's Office, State Fire Training will carry a cost for Santa Ana College not to exceed \$25,000 for each fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this memorandum of understanding with California State Fire Marshal's Office, State Fire Training, located in Sacramento, California, as presented.

Fiscal Impact:	\$25,000	Board Date: August 12, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Timothy Winchell, Ph.D., Acting Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

MEMORANDUM OF UNDERSTANDING

This Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santa Ana College Fire Technology Department and California State Fire Marshal’s Office, State Fire Training, a Government Agency, having its principal business address located at 2251 Harvard Street, Suite 400, Sacramento, Ca 95815 hereinafter called ("Agency").

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

WHEREAS, District is authorized to provide State approved Fire Technology courses; and

WHEREAS, many of these courses also meet the standards for Agency’s Fire Certification Programs; and Agency accepts District’s classes as equivalency classes for their Fire Certification Programs; and

WHEREAS, Agency requires a fee to provide Certificates of Completion to each student for successful completion of these classes;

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

Terms and Conditions

1. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including July 15, 2024 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
2. Termination. Either Party may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to the other party.
3. Responsibilities of District.
 - A. District agrees to collect money from students to pay for Agency Certificates of Completion by way of material fees and to submit one check to Agency at the end of the course
 - B. The fee collected will be based on Agency’s fee schedule posted on their website at the start of the semester.
 - C. At the end of the course, District will provide Agency with a list of students that have completed the requirements to be awarded Certificates of Completion.
4. Responsibilities of Agency. Allow District to make payments to Agency on behalf of their students for Certificates of Completion.
5. Mutual Responsibilities. Both parties work together in good faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the performance of this MOU.
6. Modifications. This MOU may only be modified or amended upon written mutual consent of both parties.

7. Notices. The address to which notices or demands may be given by either Party are listed as follows.

District: Santa Ana College Fire Technology Department
Attn: Donald E. Mahany, Associate Dean
1530 W. 17th St.
Santa Ana, Ca 92706

Agency: California State Fire Training
2251 Harvard Street, Suite 400
Sacramento, Ca 95815
Attention: California State Fire Training

IN WITNESS WHEREOF, Parties hereby agree.

Agency: California State Fire Training
2251 Harvard Street, Suite 400
Sacramento, CA 95815
Attention: California State Fire
Training

District: RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
2323 North Broadway
Santa Ana, CA 92706

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Amendment Number 4 to “Agreement for Contract Services” with the City of Irvine	
Action: Request for Approval	

BACKGROUND

This is Amendment Number 4 to “Agreement for Contract Services” with the City of Irvine.

ANALYSIS

This Amendment Number 4 to “Agreement for Contract Services” with the City of Irvine is administered in compliance with the guidelines issued by the State of California Community College Chancellor’s Office. This Amendment Number 4 to “Agreement for Contract Services” with the City of Irvine shall be effective for a period of one (1) year or until termination by written notice of either party. The Amendment Number 4 to “Agreement for Contract Services” with the City of Irvine has been reviewed by Dr. Timothy Winchell and college staff. This Amendment Number 4 to “Agreement for Contract Services” with the City of Irvine will not carry a cost for Santa Ana College and will generate a revenue not to exceed \$10,400 for each fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Amendment Number 4 to “Agreement for Contract Services” with the City of Irvine, located in Irvine, California, as presented.

Fiscal Impact:	Revenue not to exceed \$10,400	Board Date: August 12, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Timothy Winchell, Ph.D., Acting Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**AMENDMENT NUMBER 4
TO “AGREEMENT FOR CONTRACT SERVICES”**

THIS AMENDMENT NUMBER 4 TO AGREEMENT FOR CONTRACT SERVICES (the “Fourth Amendment”) is made and entered into as of _____, by and between the City of Irvine, a municipal corporation (“City”) and Rancho Santiago Community College District/Santa Ana College, a public postsecondary education institution (“Contractor”), for the purpose of amending the written “Agreement for Contract Services” entered into between City and Contractor as of September 15, 2015, City of Irvine contract number 8940 (the “Agreement”).

1. The expiration date of the Agreement is changed from September 14, 2019 to September 14, 2020.
2. PART I, FUNDAMENTAL TERMS, D. Party Representatives is modified to replace person/officer designated to act on City’s behalf with Michael Kent, email: mkent@cityofirvine.org.
3. PART V, BUDGET, remains unchanged with an annual not-to-exceed contract value of \$10,400.00.
4. Except as set forth in this Fourth Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT/SANTA ANA
COLLEGE**

By: _____
Mike Hamel
Its: Chief of Police

By: _____
Peter J. Hardash
Its: Vice Chancellor, Business
Operations/Fiscal Services

Attest
By: _____
Molly M. Perry
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Division of Kinesiology & Athletics**

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Pilot Program Agreement between Enzie Solutions, Inc. and Rancho Santiago Community College District, on behalf of Santa Ana College	
Action:	Request for Approval	

BACKGROUND

Enzie Solutions, Inc. has expressed an interest in providing 3-D/virtual reality video technology to Rancho Santiago Community College District, on behalf of Santa Ana College, Kinesiology Department to support Student-Learning Outcomes and skill development.

ANALYSIS

This Pilot Program Agreement between Enzie Solutions, Inc. and Rancho Santiago Community College District, on behalf of Santa Ana College, covers the responsibilities and conditions between Enzie Solutions, Inc. and Rancho Santiago Community College District, on behalf of Santa Ana College. Dr. R. Douglas Manning and college and district staff have reviewed the Pilot Program Agreement between Enzie Solutions, Inc. and Rancho Santiago Community College District, on behalf of Santa Ana College.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Pilot Program Agreement with Enzie Solutions, Inc., located in Redondo Beach, California, as presented.

Fiscal Impact:	None	Board Date: August 12, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs R. Douglas Manning, Ph.D., Dean, Kinesiology & Athletics	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

Pilot Program Agreement

This Pilot Program Agreement (“Agreement”) between Enzie Solutions, Inc, a California Corporation, with offices located at 1064 Ave D, Redondo Beach, CA. 90277 (“ENZIE”) and, Rancho Santiago Community College District on behalf of Santa Ana College, Kinesiology Department, located at 1530 W. 17th Street, Santa Ana CA 92706 (“Partner”), governs the pilot program (“Pilot Program”) participation by Partner of certain Pilot Program Platform. ENZIE and Partner are each a “Party” and collectively the “Parties” to this Agreement.

1. Definitions:

“Hardware” means all hardware provided by ENZIE.

“Image” means all pictures and video files gathered by ENZIE during use of the Platform.

“Image Release Form” as outlined in Exhibit C, to be signed by all players and staff that are being filmed or photographed during the pilot program.

“Pilot Period” means the period commencing when this agreement is fully executed (Effective Date) through December 13, 2019, during which Partner may, test, use and benefit from the Platform for the Purpose.

“Install Location” means the installation location for the Platform as agreed by the Parties.

“Platform” shall mean the software, services, hardware and associated proprietary information shared with Partner.

“Purpose” means using, testing, evaluating, providing regularly scheduled feedback and benefitting from the Platform during the Pilot Period for the purpose of advancing the Platform to future versions.

“Services” means all services provided by ENZIE.

“Software” means the software and operating systems licensed under this Agreement to be used for the Purpose by Partner and further described as ENZIE software can be used with the ENZIE Platform software only.

“Scope of Work” as outlined in Exhibit B.

2. Pilot Program Use of Platform. In return for Partner allowing ENZIE to: (i) to develop and improve the Platform under this Pilot Program; and (ii) own the Feedback resulting from the Platform to develop and improve the Platform under this Pilot Program, ENZIE agrees to allow Partner to evaluate the Platform and Partner agrees to use the Platform solely for the Purpose during the Pilot Program Period.
3. Price. The fees for the Partner’s use of the Platform shall be waived.
4. Term. This Agreement commences on the Effective Date, and, unless otherwise terminated in accordance with this Agreement, continues in effect until the earlier of (i) the end of the Pilot Program Period, (ii) the effective date of a definitive license agreement between the Parties for a Product that was developed under the Pilot Program where no further Platforms are being developed under such program, or (iii) mutual termination by the Parties (such period the “Term”), provided that in the case of expiration under (i) above, the Agreement may be renewed by consent of the Parties. Partner shall immediately cease use of, and return, the Platform to

ENZIE at the end of such Term of this Agreement.

5. Title, Risk of Loss, Shipment and Product Return: Title to the Platform remains with ENZIE at all times during the Pilot Program Period and all Software is licensed not sold. Partner shall in no event move the Platform from the Install Location without prior written ENZIE approval. ENZIE shall arrange the installation of the Platform to the Install Location on a mutually agreed date. Platform shall be returned by Partner at the end of the Pilot Period unless otherwise agreed. All Software and Hardware will remain the property of ENZIE at all times.
6. License
 - 6.1 License Grant. ENZIE grants Partner a limited non-exclusive, non-assignable, non-transferable, non-sublicensable, personal license, during the Pilot Program Period, to use, test and evaluate the Platform. Partner shall be the bailee of the Platform.
 - 6.2 Limitations. Notwithstanding the license granted in Section 6.1, Partner shall not, and shall not permit others to: (i) reproduce the Platform, or any portion of the Platform; (ii) use the Platform for anything other than the Purpose; (iii) modify, translate, or create derivative works of, or decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code form or structure of, the Platform, except as expressly permitted by applicable law; (iv) assign, share, timeshare, sell, rent, lease, sublicense, distribute, grant a security interest in, or otherwise transfer the Platform, or Partner's limited right to use the Platform; or (v) remove, alter, or obscure any proprietary notices or labels on the Platform.
7. Warranty Limitation and Exclusions: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, DURING THE PILOT PROGRAM PERIOD, ENZIE AND ITS SUPPLIERS PROVIDE THE PLATFORM AND SERVICES "AS IS" AND MAKE NO EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. ENZIE MAKES NO WARRANTY THAT THE PLATFORM WILL BE ERROR-FREE OR PERFORM WITHOUT INTERRUPTION OR THAT THE PLATFORM WILL MEET REQUIREMENTS. IN LIEU OF A WARRANTY OF PERFORMANCE IN ACCORDANCE WITH THE SPECIFICATIONS, ENZIE SHALL PROVIDE STANDARD PRODUCT MAINTENANCE AT NO ADDITIONAL COST TO PARTNER.
8. Platform
 - 8.1 Additional Product Terms. Third Party Platform, if any, are provided to Partner subject to any third party terms delivered to Partner therewith. Partner shall not, without ENZIE's prior written consent, copy, provide, disclose or otherwise make available Platform or Third Party Platform in any form to anyone. Partner shall be fully responsible for the compliance of its Personnel with the terms of this Agreement
 - 8.2 Product Maintenance: During the Term, Product maintenance will be provided by ENZIE for the Platform. During the Pilot Program Period, Partner shall (i) notify ENZIE promptly if any Product fails, (ii) permit changes by ENZIE (or its designee), (iii) give ENZIE reasonable access and furnish facilities reasonably necessary for performance by ENZIE. ENZIE may change the scope of Product maintenance at any time. Partner authorizes ENZIE to store diagnostic programming tools and related materials used in connection with this Agreement at the Install Location, but shall (i) not copy or make any use thereof whatsoever, (ii) protect such from disclosure to any third party, and (iii) give ENZIE reasonable access thereto.
9. Confidential Information. Partner agrees to terms set forth in Exhibit A.

10. Indemnification: Enzie shall defend, indemnify and hold the Partner, its officers, employees and agents harmless from and against any and all liability, loss, expense (including 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Enzie, its officers, agents or employees.

11. Insurance: Enzie shall purchase and maintain policies of insurance which will protect Enzie and Partner from claims which may arise out of or result from Enzie's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY insurance written on an "occurrence" basis which shall include contractual, products and completed operations coverages, Bodily Injury and Property Damage, Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit.

COMMERCIAL AUTOMOBILE LIABILITY insurance, for all owned, non-owned and hired vehicles with combined single limits of liability of not less than \$1,000,000 each occurrence.

WORKERS' COMPENSATION Insurance as required under the California Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease

12. Publicity: During and upon successful and satisfactory completion of the Pilot, the Partner will agree to participate in some positive publicity material (agreeing a press release with a positive quote from a Head Coach). The Partner will from time to time agree to assist Enzie by acting as a reference customer and providing positive feedback on a reasonable frequency.

12.1 Image Release: The partner hereby irrevocably authorize and grants to ENZIE, ENZIE's employees, agents, subsidiaries, affiliates, licenses, successors, and assignees, the right to film, videotape, record and/or photograph in connection with the Pilot and to use and exhibit such films, videotapes, recordings and photographs, it shall be deemed transferred to ENZIE by this agreement, together with all rights in it, as ENZIE's sole property throughout the world, in perpetuity, free from any claims. Without limiting the generality of the foregoing, ENZIE and ENZIE's licensees shall have the unlimited, exclusive rights, throughout the world as ENZIE determine in ENZIE's sole discretion, to reproduce, adapt, edit, modify, transmit, distribute, communicated, publicly perform and otherwise use and exploit the Work, alone or as part of other works, in any medium and in any manner, and in any form and by any method now or hereafter known.

13. Assignment: Partner shall not assign this Agreement or any right or delegate any performance.

14. Entire Agreement: This Agreement (i) is the complete statement of the agreement of the Parties with regard to the subject matter hereof, (ii) may be modified only by a writing signed by both

Parties, (iii) is governed by the laws of the State of California excluding its conflict of law rules with proceedings brought in courts in California, and (iv) shall control in case of an inconsistent or conflicting term set forth on any purchase order.

15. No Waiver: No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected.
16. Independent Contractor: This Agreement shall not be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
17. Notices: Notices must be in writing and are deemed delivered when personally delivered by fax, overnight courier, or certified mail return receipt requested, to the respective Party's address above (or such location a Party designates by written notice to the other Party), and if to ENZIE, cc: to chris@enziesolutions.com
18. Counterparts: This Agreement may be executed by electronic transmission and in counterparts, each deemed an original and together constituting one instrument.
19. Amendments: This Agreement may not be altered or amended except by written instrument duly executed by the Parties. The respective obligations of each Party, which by their nature would continue beyond the termination or expiration of this Agreement, including the obligations regarding confidentiality and limitations of liability shall survive termination or expiration.
20. Headings: Headings are convenience only and of no force and effect. Failure or delay of a Party to exercise a right, remedy or privilege under this Agreement is not a waiver, nor shall any single or partial exercise of a right, remedy or privilege preclude a Party from further exercising that or any other right, remedy or privilege.
21. Joint Drafting: The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. The decision to implement any or all of ENZIE's recommendations shall be the responsibility of Partner and Partner should consult with its own legal, tax, accounting and/or other advisors regarding the advisability of implementation of any recommendations provided by ENZIE under this Agreement. All rights not expressly granted to Partner are reserved.
22. Force Majeure: Neither Party will be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control, including without limitation, acts of God, war, fire, flood, or shortage or failure of suppliers.

The Parties accept the terms of this Agreement by the signatures of their authorized representatives as of the Effective Date:

Enzie Solutions, Inc., a California Corporation

By: _____

Print Name: _____

Title: _____

Date: _____

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

By: _____

Name: Peter J. Hardash _____

Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

Exhibit A

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made and effective as of Monday, June 3, 2019 (the “Effective Date”) between Santa Ana College, Kinesiology Department, located at 1530 W. 17th Street, Santa Ana CA 92706, (“**Recipient**”), and The ENZIE SOLUTIONS, INC., a California corporation (along with its current and future subsidiaries, affiliates, successors or assigns, collectively, the “**Company**”) (collectively, Recipient and Company are referred to as the “**Parties**”). In consideration of the promises and covenants contained in this Agreement, and any disclosure of confidential information by Company to Recipient, the parties to this Agreement agree as follows:

1. Purpose. The Parties wish to discuss one or more potential business transactions or relationships, or technical matters in connection with Recipient’s development and creation of certain intellectual property for the Company (the “**Purpose**”). During these discussions, the Company may share certain proprietary information with the Recipient and which the Recipient desires to receive in connection with the Purpose. Recipient shall direct all requests for Confidential Information (as defined herein) to either of the Company’s representatives, Danny Fairman and Christopher Rolfe (“**Company Representatives**”), and will not make any request of or otherwise communicate with any Company employee, consultant or agent except through the Company Representative.

2. Confidential Information.

(a) Identification of Confidential Information. The Parties expect that in order to have a more useful discussion, Company may disclose (or may have disclosed), to the Recipient, materials, data, documents, and other information related to the Company and/or the Company’s business and which the Company desires the Recipient to treat as confidential, and not to use except consistent with the Purpose for which the Company shares such information with the Recipient. As used in this Agreement, “**Confidential Information**” shall include all material, data, documents and information disclosed by Company to Recipient and any other information received by the Recipient from Company that the Recipient in view of the Purpose has a reasonable basis to believe is confidential to Company whether or not otherwise labeled or designated as “confidential,” “proprietary” or a similar designation, plus any other material, data, documents and other information which Company identifies to the Recipient as “confidential,” “proprietary,” or some similar designation. Such identification shall be made in writing, delivered in any reasonable fashion to the Recipient, including properly addressed electronic mail. Such identification may be made either prior to disclosure of the confidential information, or within 30 days after disclosure. The “Confidential Information” itself may be disclosed either directly to the Recipient, or through an agent or other intermediary, and may be in writing, oral or transmitted by visual inspection of tangible objects such as documents, prototypes, samples, plant and equipment. “Confidential Information” protected under this Agreement may include patent application excerpts, samples, prototypes, photographs, sketches, scientific, engineering, research, development, technical, financial, ownership, employment, strategic, customer, supplier, licensee, cost, price or business information, or any other kind of information

whatsoever. It may be disclosed before, around the time of, or after, the date of this Agreement. "Confidential Information" may also include information previously disclosed to Company by a third party.

(b) **Certain Exclusions.** "Confidential Information" shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Company; (ii) becomes publicly known and made generally available, after disclosure by Company to the Recipient, through no action or inaction of the Recipient; (iii) is already in the possession of the Recipient at the time of disclosure by Company as clearly and convincingly shown by the Recipient's written files and records antedating the time of disclosure; or (iv) is independently developed by the Recipient without use of or reference to Confidential Information, as clearly and convincingly shown by the Recipient's written files and records antedating the time of disclosure.

3. Treatment of Confidential Information.

(a) **Non-use and Non-disclosure.** The Recipient agrees not to use any of Company's Confidential Information in any manner, except consistent with the Purpose, and in furtherance of the transaction or relationship. The Recipient also agrees not to disclose or grant access to any of Company's Confidential Information to anyone, except to those employees of the Recipient who need to have the Confidential Information consistent with the Purpose, and in furtherance of the transaction or relationship, and who agree to treat such information in accordance with the terms of this Agreement, or in accordance with the terms of a non-use and non-disclosure Agreement previously signed by such employees and similar in content to the provisions of this Agreement ("**Authorized Employees**"). The Recipient shall be responsible for any failure of its employee (during or after their employment) to observe the restrictions of this Agreement, and shall take such actions, and bring or cooperate in such legal proceedings, as Company may reasonably request, to secure the compliance of such employees. The Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody or are made using Confidential Information, nor, without the written consent of Company, use any of Confidential Information to improve any of its own methods, programs, apparatus, devices, products, articles of manufacture or processes. Recipient will not use any of the Confidential Information (i) to disrupt, damage, impair, or interfere with the business of the Company by interfering with or "raiding" Company employees by directly or indirectly soliciting Company employees to work for any individual or entity, (ii) to disrupt the Company's relationships with customers, agents, representatives, or vendors, or (iii) to influence customers of the Company to divert their business to any individual or entity then in competition with the Company.

(b) **Confidential Products.** To the extent Recipient or its agents, employees, officers, directors, or representatives use, utilize or incorporate Company's Confidential Information in any inventions, software programs, databases, or other discoveries ("**Confidential Products**"), Recipient shall not use, disclose or grant access to such Confidential Products in accordance with Section 3(b) above. Company is the sole owner of the Confidential Products, and Recipient shall have no right to make use of the Confidential Products in any manner that is inconsistent with the terms of this Agreement. All copyrightable Confidential Products shall be considered "Works Made for Hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of the Company. In the event that such work does not qualify as a Work Made

for Hire, Recipient hereby assigns to Company all of Recipient's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

(c) If Disclosure is Required by Law. In the event that the Recipient is or may be required (by interrogatories, deposition, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of Confidential Information, the Recipient shall provide Company with prompt written notice of any such request or requirement so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Company, the Recipient is nonetheless, in the written opinion of counsel, legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, the Recipient may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises is legally required to be disclosed, provided that the Recipient exercises its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

4. Confidentiality of Discussions. The Recipient shall not disclose, without the prior written consent of Company, to any person or entity the fact that Company has provided it with Confidential Information, the nature of the Confidential Information so provided, or the fact that discussions with Company are ongoing.

5. No Obligation Regarding Transaction. Nothing herein shall obligate either party to proceed with any transaction or business relationship, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the potential transaction or relationship constituting the Purpose. This Agreement governs the treatment of any Confidential Information shared by Company, but does not obligate Company to share any Confidential Information.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by Company to the Recipient, and all copies thereof which are in the possession of the Recipient, shall be and remain the property of Company. Upon the termination of the transaction or relationship related to the Confidential Information, or upon the earlier request of Company, all such documents and objects shall be either destroyed or promptly returned to Company (at the option of Company); any notes or other records made by the Recipient and embodying Confidential Information shall be destroyed; and the Recipient shall certify in writing to Company that the Recipient has taken such actions.

8. No License. Nothing in this Agreement is intended to grant any rights to the Recipient under any patent, mask work right or copyright of Company, nor shall this Agreement grant the

Recipient any rights in or to Confidential Information.

9. Term. The obligations of this Agreement shall survive this Agreement and shall be continuing until, and only if, Confidential Information disclosed to Recipient is no longer confidential.

10. Remedies. The Recipient agrees that any violation or threatened violation of this Agreement would likely cause irreparable injury to Company, entitling Company to injunctive and other equitable relief, without the posting of any bond, in addition to all legal remedies. If the Recipient becomes aware of any breach of this Agreement, it will immediately notify Company. The Recipient shall indemnify Company against any damages suffered by Company arising from a breach of the Agreement by the Recipient or its employees, including reasonable costs of investigation and suit (including attorneys' fees and costs).

11. Disclosure Not Deemed Public. It is understood that any disclosure or provision of Confidential Information under this Agreement, including any demonstration utilizing any of the Confidential Information does not constitute, and is not intended to be, a public disclosure, sale, offer for sale, public use, or commercial exploitation, or marketing effort.

12. Legal Fees. If any litigation or other legal proceeding relating to or arising under this Agreement occurs between the parties, the prevailing party shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorneys' fees and costs incurred in such litigation or proceeding.

13. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors executors, administrators and assigns or other legal representatives. This Agreement shall be governed by the applicable laws of the State of California, without regard to any conflict of law principle that might otherwise permit the application of the law of some other jurisdiction. Both parties irrevocably consent to submit to the exclusive jurisdiction of, agree to the convenience of, and waive any objection to the laying of venue in, the courts of the State of California and of the United States of America located in the State of California, for any actions, suits or proceedings arising out of or relating to this Agreement and the discussions contemplated hereby, and further agree that service of any process, summons, notice or document by U.S. registered mail to its address set forth below or otherwise provided to Company shall be effective service of process for any action, suit or proceeding brought against it in any such court. This document contains the entire agreement between the parties with respect to the subject matter hereof. In the event that any term, condition or provision of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, by a court of competent jurisdiction, then such term, condition or provision is to be severed from this Agreement and the remaining parts of this Agreement are to remain in force and effect and continue to be binding as if such term, condition or provision had not been part of this Agreement. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of that or any other right, power or privilege. This Agreement may not be amended, nor any obligation under the Agreement waived, except by a writing signed by both parties hereto.

14. Intellectual Property Rights.

(a) Company shall own any intellectual property rights arising from inventions, software programs, databases, or other discoveries or conceived by any of Recipient's agents, employees, officers, directors or representatives through use of the Confidential Information ("**IP Rights**"). All copyrightable IP rights shall be considered "works made for hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of the Company. In the event that such work does not qualify as a Work Made for Hire, Recipient hereby assigns to Company all of Recipient's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

(b) In the event there is a dispute between Recipient and Company as to ownership or conception of inventions, software programs, databases, or other discoveries through use of Confidential Information, the dispute shall be resolved using the inventorship laws of the United States of America.

(c) The Recipient will disclose promptly to Company or its nominee any and all inventions, software programs, databases, and other discoveries and improvements made, conceived, reduced to practice, or developed by Recipient's agents, employees, officers, directors or representatives through use of Confidential Information. The Recipient hereby assigns and agrees to assign in the future (when any such inventions, software programs, databases, or other discoveries and improvements are first reduced to practice or first fixed in a tangible medium, as applicable) all IP Rights therein to Company. Company shall be the sole owner of all IP Rights in connection therewith. The Recipient shall provide assistance to Company if Company elects to prosecute or maintain patent or patent applications protecting IP Rights, or developments or improvements thereof, in the United States of America and/or in foreign countries, and shall execute documents and give testimony and shall make Recipient's agents employees, officers directors, or representatives execute documents and give testimony as deemed necessary or desirable by Company to apply for and obtain, protect, continue prosecution or maintenance of, or enforce such patent application or patent in the United States or in foreign countries.

PROJECT SCOPE – ENZIE SOLUTIONS, INC.

APRIL 19, 2019

Overview

Project Background and Description

In March of 2019, Enzie was introduced to some of the athletic staff and board of directors by Rick Turner of the Angels. We presented a project that we are developing that is designed for learning, teaching and training using immersive technology and video to capture and display real life and instructional events (such as sports practice). The attendees were shown an output result of the video capture and the alpha version of the video playback software that is in development.

The proposed product, (codename *Coach360*) was offered to SAC's Men's Football and Women's Soccer teams to explore the usefulness, and provide feedback on further developments for the product. The project is viewed as mutually beneficial for both parties. SAC athletics will use a new state of the art immersive training system in exchange for providing feedback and "proof of concept" to Enzie Solutions, Inc.

Project Overview and Objectives

The project consists of 4 Major areas:

1. Video recording
2. Data Capture and Indexing
3. Video Review
4. Continuous Feedback

The team, provided by Enzie Solutions, will arrive on-site the day of practice. They will deploy to the various practice drills, plays, discussions, etc. and record all aspects of the practice for that day.

At the end of the practice, the footage will be gathered, indexed and reviewed by the team at Enzie for upload and review. The footage will be provided to the staff for review (usually on the following day). The timing of the footage delivery will vary depending on the specifics of the data that is being tested and reviewed at that time. There will be regular feedback and discussions during the review to determine what enhancements to the system would be needed. The feedback should involve but is not limited to, camera placement, video review tools and the overall user experience of the product.

**Note: All hardware, software and video review tools will be provided by Enzie Solutions, Inc. and operate in a self-contained environment. None of the equipment used in this Alpha Project will need to integrate with any of SAC's systems.

High-Level Requirements

The system will include the following:

1. 3-8 Cameras with Enzie Supplied Camera Operators, batteries and tripods
2. 1 – Media Server w/ storage and database
3. 1 – Client for video review and Monitor
4. Power outlets provided by SAC for computer equipment

High-Level Timeline/Schedule

Men's Football (Summer/Fall, 2019)

Men's Football KNIA classes through end of fall semester – 12/13/19

Film Review schedule TBD by Coaching Staff

Women's Soccer (Summer/Fall, 2019)

Women's Soccer KNIA classes through end of fall semester – 12/13/19

Film Review schedule TBD by Coaching Staff

The executive team for Enzie Solutions will be onsite during all engagements with the product and available for questions and support any time of the day.

CEO – Danny Fairman – 818-442-3549

CFO – Chris Rolfe – 310-804-4131

CTO – Andy McKenzie – 424-206-8688

|| ENZIE SOLUTIONS, INC. VIDEO/AUDIO IMAGE RELEASE FORM

I grant permission to Enzie Solutions, Inc (ESI), its employees and agents, to take and use visual/audio images of me. Visual/audio images are any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. I agree that ESI owns the images and all rights related to them. The images may be used in any manner or media without notifying me, such as websites, publications, promotions, broadcasts, advertisements, posters and theater slides. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them, or to be compensated for them.

I release ESI and its employees and agents, including any firm authorized to publish, broadcast and/or distribute a finished product containing the images, from any claims, damages or liability which I may ever have in connection with the taking or use of the images or printed material used with the images. I am at least 18 years of age and competent to sign this release. I have read this release before signing, I understand its contents, meaning and impact, and I freely accept the terms.

NAME: _____

DATE: _____

SIGNATURE: _____

TEL/E-MAIL: _____

SIGNATURE OF PARENT/GUARDIAN IF UNDER 18: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Student Services

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Affiliation Agreement for Clinical Training/Internship in Psy.D. Program with University of La Verne	
Action:	Request for Approval	

BACKGROUND

Students in University of Laverne's Doctorate in Clinical Psychology Program are required to complete 600 service hours. The proposed clinical affiliation agreement serves as a mutual understanding and collaborative commitment between the University of La Verne and SCC in providing high quality clinical experiences for practicum student. In addition, the agreement reflects SCC's intent to promote high quality clinical training in psychotherapy, psychological assessment, and other professional activities through coordinated training objectives, supervised experiences, and enriched professional development.

ANALYSIS

Attached is the Affiliation Agreement for Clinical Training that outlines the requirements to enter said agreement with SCC which has been reviewed and approved by RSCCD Risk Management.

RECOMMENDATION

It is recommended that the Board of Trustees approve the affiliation agreement for clinical training/internship in Psy.D. program with University of La Verne as presented.

Fiscal Impact:	None	Board Date: August 12, 2019
Prepared by:	Syed Rizvi, Vice President of Student Services Jennifer Coto, Ed.D., Dean of Enrollment & Support Services	
Submitted by:	John Hernandez, Ph.D., President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

AFFILIATION AGREEMENT FOR CLINICAL TRAINING PSY.D. PROGRAM IN CLINICAL PSYCHOLOGY

This Agreement is made and entered into this 13 day of August, 2019 by and between Rancho Santiago Community College District, on behalf of Santiago Canyon College Psychological Services (Placement Site) and University of La Verne (University) to set forth the terms and conditions under which Placement Site and University will jointly undertake a program of clinical instruction (the Clinical Program) for students in University's Psy.D. Program in Clinical Psychology (Students) to be offered at Placement Site.

This clinical training affiliation is a mutual understanding and collaborative commitment between University and Placement Site in providing high quality clinical experiences to Students in practicum and reflects the parties' intent to promote high quality clinical training in psychotherapy, psychological assessment, and other professional activities through coordinated training objectives, supervised experiences, and enriched professional development.

In consideration of the mutual covenants and agreements contained, the sufficiency of which is hereby acknowledged, University and Placement Site agree as follows:

I. DESCRIPTION OF CLINICAL PROGRAM. University and Placement Site agree that the Clinical Program will comport with the provisions detailed below and further specifications that University and Placement Site may develop to formalize operational details of the Clinical Program:

A. General Information

1. Practicum hours should range from 15 to 25 hours per week for each academic semester for no less than 40 weeks over the course of a calendar year. Thus, Students should achieve a minimum of 600 service hours at Placement Site. Students may begin training at Placement Site prior to fall semester (i.e. in summer before fall semester begins) but may not begin training at the Placement Site before July 1st. University desires that Students' placements be limited to an 11 month period but will accommodate year-long (12 month) placements. No placement may exceed 12 months.
2. Training provided: Weekly interdisciplinary training group, monthly staff training and other training activities will be made available to Students.
3. Students will not pay a training fee to the Placement Site.
4. The University and the Placement Site will expect and require that Students abide by the ethical standards of the American Psychological Association (APA). Students will be provided with these standards by the University as part of their coursework.

B. Designation of Practicum Status

1. During the period of their field placement experience, Students will be enrolled in a practicum course. The University will notify the Placement Site when a Student in the Placement Site's training program has withdrawn from the doctoral program or is not qualified for any other reason to continue in a practicum placement as determined by the University.
2. Students will receive a Clinical Training Handbook from the University that will instruct them on requirements and procedures as defined by the University.

II. PRACTICUM PLACEMENT LETTERS OF AGREEMENT. Prior to the commencement of any Student's clinical training with Placement Site, the parties will execute a Practicum Placement Letter of Agreement containing the following details (in a format substantially similar to Exhibit 1):

- 1.1 Name(s) of Student(s) assigned to Placement Site and participating in the Clinical Program.
- 1.2 Name and address of the Placement Site.
- 1.3 Start date and anticipated length of practicum experience.
- 1.4 Specified days and hours for the clinical training (if known);
- 1.5 Specific learning objectives and performance expectations for Students (if other than as specified in this Agreement).
- 1.6 Timeframes and format for Student program reports and evaluation forms.
- 1.7 Name and Contact information for Designated University Faculty Liaison.

Such letter agreements will be subject to the terms of this Agreement, will be binding when signed by authorized representatives of each party, and may be modified only by subsequent letter agreements signed by authorized representatives of each party. In the event of a conflict between the terms of this Agreement and the letter agreements, the terms of this Agreement shall prevail.

III. STUDENTS. The parties acknowledge and agree that Students participating in the Clinical Program will have the status of learners, and Student services will not be utilized in lieu of those of professional or nonprofessional staff. As a part of the Clinical Program, Students may provide patient care related services, and any benefits of such services to the Placement Site or patient are incidental to the educational purpose of the Clinical Program.

- A. Student Status. The parties expressly understand and agree that Students assigned to Placement Site as part of the Clinical Program: (a) are in attendance for educational purposes; (b) are and will remain students of University, and will in no sense be considered employees of Placement Site; (c) Students will not be entitled to any monetary or other

remuneration for services performed by them at Placement Site while participating in the Clinical Program; and (d) Notwithstanding other provisions of this paragraph, Students are considered members of Placement Site's "workforce" for purposes of HIPAA compliance.

- B. Selection Process. Students will be expected to apply for a practicum with the Placement Site according to the procedures and the process required by the Placement Site. All qualified students of the University's Psy.D. Program are eligible to apply for clinical placement at the Placement Site. The Placement Site will select appropriate students for placement in the Clinical Program through its own application and selection process.
- C. Adherence to Policies and Procedures. Students will be expected to adhere to the Placement Site's administrative and clinical policies and procedures. Students will receive a Clinical Training Handbook from the University that will instruct them on requirements and procedures as defined by the University.
- D. Student Agreements. The Placement Site will procure a written agreement with each Student that specifies the terms and conditions of the training program and the clinical responsibilities of Students. Upon receipt of the Student's signed agreement, the appropriate representative of the Placement Site will sign and return to the University's Program Chair/DCT the Practicum Placement Letter of Agreement authorizing the Student's participation in the Clinical Program.
- E. Counting of Service Hours. Students will not receive credit as direct service hours of experience when clients cancel or do not appear for sessions.

IV. COMPENSATION. There will be no payment of charges or fees between University and Placement Site.

V. NONDISCRIMINATION. The parties agree that they shall not discriminate in any of their programs or contracts against any person because of race, color, religion (creed), sex, gender identity or expression, sexual orientation, national origin (ancestry), disability, age, genetic information, marital status, citizenship, pregnancy or maternity, protected veteran status, or any other status protected by applicable national, federal, state, or local law.

VI. UNIVERSITY'S RESPONSIBILITIES

- A. Academic Program Administration. University will be responsible for instruction and administration of the Students' academic experience. University shall have full authority to determine the requirements for each Student's matriculation and participation in the Clinical Program, and for decisions regarding grading, promotion, graduation, and the awarding of degrees.
- B. Clinical Program Curriculum and Administration. University shall design and deliver the curriculum for the Clinical Program, including development of Student learning objectives, orientation plan, and identification of appropriate learning activities during placement at Placement Site. University shall also monitor the quality of the Clinical Program and modify it as needed to reflect evaluative input received from Placement Site.

- C. University Policies. University shall provide Placement Site a statement of its policies on class attendance requirements and any other policy applicable to Student performance during the Clinical Program.
- D. Student Evaluation Tools. University will provide forms for the evaluation of Students or develop Student performance evaluation tools in conjunction with Placement Site.
- E. Faculty Liaison. University will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Faculty Liaison with Placement Site, who shall be responsible for the Students. University agrees to notify Placement Site in writing of any change of its Faculty Liaison. University's liaison will coordinate with the Clinical Supervisor at the beginning and end of the clinical education program to solicit Placement Site input regarding the Clinical Program.
- F. Change in Student Status. During the period of clinical training placement, University shall ensure that Students are enrolled in a practicum course. University will notify Placement Site if a Student participating in the Clinical Program has withdrawn from University's Psy.D. Program in Clinical Psychology or is not qualified for any other reason to continue in the Clinical Program as determined by University.
- G. Academic Information. University will provide and maintain records and reports of Students as necessary to conduct the education of the Students and will provide to Placement Site information pertaining to relevant education and training for all Students participating in the Clinical Program at least four (4) weeks before the commencement of the clinical training placement.
- H. Proof of Immunization and Additional Required Documentation. When required by Placement Site, prior to the commencement of Students' clinical training placement, University shall: (A) require each Student to show proof of current immunizations (or a signed waiver if applicable) in accordance with CDC recommendations for health care personnel including those for tetanus, diphtheria, pertussis, hepatitis B, measles, mumps, rubella, chicken pox, and polio, and proof of testing for tuberculosis within the twelve months prior to the assignment of Student to Placement Site; and (B) notify each Student that, to participate in the Clinical Program at Placement Site, he or she must (1) complete all medical examinations requested by University or Placement Site, (2) provide all information which may be required by the University or Placement Site for participation in the Clinical Program, including but not limited to immunization records and criminal history records, and (3) authorize release of such information to Placement Site as permitted or required by law.
- I. Discipline. University agrees to discipline Students willfully violating Placement Site rules, policies, procedures, or standards of professional conduct.
- J. Withdrawal and/or Removal of Students. University is responsible for withdrawal of a Student from the Clinical Program if Placement Site or University determines that the Student's performance is inadequate, including, but not limited to, instances of inappropriate behavior, malpractice or unethical conduct. Notwithstanding the foregoing, should a Student's performance at any time be determined by Placement Site to be unacceptable, Placement Site shall have the right to immediately correct the situation,

which may include the demand for removal of the Student from the Clinical Program, and University agrees to honor any such demand.

- K. Student Insurance. University will encourage each Student participating in the Clinical Program to acquire and maintain comprehensive health and accident insurance that will provide continuous coverage of the Student during his or her participation in the Clinical Program. University will inform Students that they are responsible for their own health needs, health care costs, and health insurance coverage. University also will inform Students that they are required to obtain and maintain professional liability insurance in accordance with the insurance requirements of this Agreement.
- L. Adherence to Placement Site Policies. University shall require that Students adhere to Placement Site rules, policies, procedures, standards of professional conduct, including without limitation successful completion of a background check prior to participation in the program and those concerning confidentiality of patient health care information. University shall notify Students of their obligation under this paragraph.

VII. PLACEMENT SITE'S RESPONSIBILITIES

- A. Clinical Learning Experience. Placement Site shall provide, within the limits of its facilities and staff and consistent with its goals, a clinical training experience for Students enrolled in the Clinical Program in accordance with the terms of this Agreement.
- B. Emergency Response Plan. Placement Site shall have a written plan for handling clinical emergencies at each site where Students are providing clinical training services.
- C. Clinical Supervisors. Placement Site shall designate in writing a person or persons to supervise the learning experiences of the Students, and shall designate in writing one person under its employment to serve as primary clinical supervisor, who will maintain contact with the Faculty Liaison to assure mutual participation in and review of the Clinical Program and Student progress. Placement Site shall ensure that the primary clinical supervisors under possess a doctoral degree and have the training, experience, and qualifications to supervise Psy.D. practicum students. Placement Site shall notify University in writing of any change or proposed change of the designated supervisors. Placement Site shall require the primary clinical supervisors to comply with the following provisions:
 - 1. The primary clinical supervisor will review and sign the *Practicum Hours Verification* for each of their Student supervisees and return it to the University's Program Chair/DCT using the *Time2Track* system, who will provide Students with a copy. This is to be completed at the midpoint and end of Students' clinical training at the Placement Site.
 - 2. The primary clinical supervisor will review and sign the *Practicum Evaluation* for each of their Student supervisees and return it to the University's Program Chair/DCT using the *Time2Track system*, who will provide Students with a copy. This is to be completed at the midpoint and end of Students' clinical training at the Placement Site.

3. A clinical supervisor shall not be related to any Student under his or her supervision, nor may a clinical supervisor have any type of relationship that reasonably may be perceived as undermining the authority or effectiveness of the supervision.
4. The clinical supervisors shall demonstrate an understanding of all applicable California laws and regulations pertaining to supervision of practicum students.

D. Clinical Supervision. The Placement Site, through its clinical supervisors, shall have the primary responsibility for ensuring that the extent, kind and quality of the services performed by Students is consistent with the training and experience of Students and conforms to the following:

1. Placement Site will provide each Student with a minimum of one hour of individual supervision per week with a licensed psychologist (or Postdoc accruing hours toward licensure). Where possible, University also desires that group supervision be provided. Secondary supervision may be provided by other licensed professionals (i.e., MFT, LCSW) with approval of the University's Program Chair/DCT. Preferably, group supervision will not include more than eight students. When the clinical supervisor is unavailable for any given week, students will receive supervision from another qualified licensed professional as arranged by the Placement Site.
2. In monitoring the clinical practice of Students, the clinical supervisors will utilize the following methods: Reporting cases in supervision, review of clinical notes, and occasional observation of clinical work. Consistent with the Standards of Accreditation of the American Psychological Association, the clinical supervisor responsible for evaluating a Student trainee's performance must base part of that evaluation on direct observation. Such observation may be in-person observation (e.g. in-room or one-way mirror observation of direct service contact), live simultaneous audio-video streaming, or review of audio or video recording. At minimum, clinical supervisors are to conduct one direct observation per evaluation period (mid-year and final evaluation). The Placement Site will provide Students with written procedures on how the quality of the clinical services performed by students will be monitored by the clinical supervisors and the Placement Site.

E. Evaluation and Reporting. Placement Site shall submit required reports on each Student's performance and shall provide an evaluation to University on forms provided by University. Placement Site shall notify University of any significant situation or problem that may threaten a Student's successful completion of the Clinical Program.

1. In consultation with the University's Program Chair/DCT, the Placement Site will give clinical assignments within the Student's scope of practice and will assess each Student's level of clinical competence on an ongoing basis.
2. The Placement Site will provide students with ongoing feedback and evaluation of their training progress as specified above.

- F. Privacy of Education Records. Placement Site acknowledges that University is subject to the Family Educational Rights and Privacy Act (FERPA) and that personally identifiable information and other matters directly related to a student either disclosed by the University to Placement Site or created by Placement Site in connection with the Clinical Program: (1) shall not be disclosed or re-disclosed to any person or entity other than University officials without the prior written consent of the student, except as provided below; and (2) shall be viewed only by Placement Site officials or staff who have a legitimate need to view such information to verify the qualifications of the student to participate in the Clinical Program or in connection with evaluation and reporting the Student's performance to University. Placement Site may disclose/re-disclose the Student's information in required by a State, Federal or accreditation agency investigating care provided to patients of Placement Site, or if required pursuant to law.
- G. Resources. Placement Site will provide Students with access to sources of information necessary for the Clinical Program consistent with Placement Site policies and procedures and commensurate with patients' rights, including library resources and reference materials.
- H. Placement Site Policies. Placement Site shall provide to Students a copy of Placement Site's rules, regulations, policies and procedures with which Students are expected to comply, including, but not limited to, the Placement Site's HIPAA, OSHA, personal and workplace security and personal safety policies and procedures and will address all appropriate safety measures for all Students and any University instructors on site.
- I. Supplies and Equipment. Placement Site will make available to Students basic supplies and equipment reasonably necessary to provide clinical training services as part of the Clinical Program.
- J. Emergency Care. On any day when a Student is participating in the Clinical Program at its facilities, Placement Site will provide to such Student, within the limits of its facilities and staff, necessary emergency health care or first aid for events occurring in its facilities until the Student can be transferred to another appropriate care setting. Such emergency care will be provided on a fee-for-service basis. Placement Site shall have no obligation to pay for medical care for any Student.

VIII. INSURANCE.

a. Placement Site shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to University, (1) comprehensive general liability insurance to cover its employees and instructors (as applicable) at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to University.

b. University shall maintain in full force and effect not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate

commercial general liability insurance and provide Placement Site with an additional covered party endorsement naming the Placement Site as an additional covered party.

c. Each Student shall be required to obtain and maintain during his or her participation in the Clinical Program professional liability insurance in the amount of \$1,000,000, said amount being the total liability of the college for all damages arising from any one occurrence and \$3,000,000 aggregate, said amount being the total liability of the college for all such occurrences.

I . INDEMNIFICATION. The parties, and each of them, mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees, but only in proportion to and to the extent such liability, claims demands, debts, suits, actions, causes of action, or attorney's fees are caused by or result from the negligent or intentional acts of omissions of the indemnifying party.

. TERM. This Agreement is effective beginning August 13, 2019 and will continue in effect for five (5) years, unless terminated in accordance with Section XI.

I. TERMINATION. Either party may terminate this Agreement with or without cause by giving the other party sixty (60) days advanced written notice; however, in the event an academic semester has commenced, such notice shall not become effective until the academic semester has concluded. Students in good standing currently matriculated in a Clinical Program that is in progress at the time of termination may complete that clinical placement.

1. Immediate Termination as to Individual Students. Placement Site reserves the right to take immediate action to terminate the use of its facilities by any Student where it deems it necessary to maintain its operation free of disruption and to ensure quality for patient care.

MISCELLANEOUS PROVISIONS

XII. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters addressed in this Agreement.

XIII. AMENDMENT. This Agreement may only be modified by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

XIV. GOVERNING LAW. The parties' rights or obligations under this Agreement will be construed in accordance with and any claim or dispute relating thereto will be governed by the laws of the State of California.

XV. REPRESENTATIVES. Each party designates an individual as its respective representative (each, a “Representative”) to manage its respective performance under the terms of this Agreement. All notices, demands, requests, or other communications required to be given or sent by University or Placement Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed to the Representative as follows.

Placement Site Representative	University Representative
Name: Dr. Melissa Campitelli-Smith	Name: Jerry L. Kernes, Ph.D
Address: 8045 E. Chapman Ave, T-102, Orange, CA 92869	Address: 1950 Third St, La Verne, CA 91750
Tel: 714-628-4473	Tel: 909-448-4414
Fax: 714-628-4749	Fax: 909-448-1627
Email: campitelli_melissa@sccollege.edu	Email: jkernes@laverne.edu

XVI. NOTICES. Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid, or upon confirmation of successful facsimile transmission.

XVII. SURVIVAL. University and Placement Site expressly intend and agree that the indemnification and privacy provisions of this Agreement shall survive the termination of this Agreement, regardless of the reason for termination.

XVIII. SEVERABILITY. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

XIX. WAIVER. Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement nor the failure of either of the parties to enforce any of the provisions of this Agreement or to exercise any right or privilege on one or more occasions will be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

XX. INSPECTION. Placement Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of University.

(Continued on next page)

XXI. MUTUAL REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that (i) it will comply with all applicable laws, rules, regulations and orders of any governmental authority in connection with its performance under this Agreement, and (ii) it has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

UNIVERSITY OF LA VERNE
("University")

By

Jonathan Reed, Ph.D.
Provost and Vice President for Academic
Affairs

Rancho Santiago Community College District, on behalf of
Santiago Canyon College Psychological Services
("Placement Site")

By

Peter J. Hardash
(Name)
Vice Chancellor of Business Operations / Fiscal Services
(Title)

Exhibit 1

AFFILIATION AGREEMENT FOR CLINICAL TRAINING
PSY.D. PROGRAM IN CLINICAL PSYCHOLOGY
Practicum Placement Letters of Agreement

Pursuant to the Affiliation Agreement for Clinical Training in Psy.D. Program in Clinical Psychology dated August 13, 2019 between the University of La Verne (University) and Rancho Santiago Community College District, on behalf of Santiago Canyon College Psychological Services (Placement Site), the parties agree to the following clinical training:

Name(s) of Student(s): Matthew Alcalá

Name and address of the Placement Site: Rancho Santiago Community College District, on behalf of Santiago Canyon College Psychological Services
8045 E. Chapman Ave, T-102, Orange, CA 92869

Name and Contact information for Designated University Faculty Liaison:
Dr. Jerry L. Kernes, Program Chair/DCT; jkernes@laverne.edu; 9096-448-4414

Start date and anticipated length of practicum experience: See IA1

Specified days and hours for the clinical training (if known): _____

Specific learning objectives and performance expectations for Students (if other than as specified in the Agreement): _____

(Attach additional pages as necessary).

Timeframes and format for Student program reports and evaluation forms:

By signing below, the parties acknowledge and agree to the terms of the clinical placement specified above.

University
UNIVERSITY OF LA VERNE

By:
Printed Name: Jerry L. Kernes, Ph.D.
Title: Program Chair/Director of Clinical Training

Placement Site
[NAME] Rancho Santiago Community College District, on behalf of Santiago Canyon College Psychological Services

By: _____
Printed Name: Peter J. Hardash
Title: Vice Chancellor of Business Operations / Fiscal Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Student Services

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Contracted Services Agreement with Truth Initiative Foundation	
Action: Request for Approval	

BACKGROUND

In March 2019, the Rancho Santiago Community College District, on behalf of Santiago Canyon College (SCC), was an awardee of the Truth Initiative Grant. The grant purpose is to help adopt a 100% smoke and tobacco-free campus policy. Grant requirements allow for the Truth Initiative Foundation to host a Truth Initiative College Tour at SCC scheduled for September 23, 2019.

ANALYSIS

Attached is the Contracted Services Agreement that outlines the requirements to enter said agreement with SCC which has been reviewed and approved by RSCCD Risk Management. Through the approval, SCC will provide the Truth Initiative Foundation access to the campus along with the necessary space in order to set-up the tour. Adequate space consists of the following: 40ft long x 20ft wide truth branded truck with DJ Booth and dance floor, a 10ft long X 10ft wide truth branded tent with a photo booth, and a 10ft long X 10ft wide truth branded tent with petition stands, and a 10ft long X 10ft wide truth branded tent with two candy machines; a gumball machine and a variety candy machine.

RECOMMENDATION

It is recommended that the Board of Trustees approve the contracted services agreement with Truth Initiative Foundation in Washington, D.C., as presented.

Fiscal Impact: None	Board Date: August 12, 2019
Prepared by: Syed Rizvi, Vice President of Student Services Jennifer Coto, Ed.D., Dean of Enrollment & Support Services	
Submitted by: John Hernandez, Ph.D., President, Santiago Canyon College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

CONTRACTED SERVICES AGREEMENT

This Contracted Services Agreement (“Agreement”) is entered into and effective when signed by both parties: Truth Initiative Foundation dba Truth Initiative (“Truth Initiative” or “Producer”), 900 G Street, NW, Fourth Floor, Washington, D.C. 20001 and Rancho Santiago Community College District, on behalf of Santiago Canyon College Student Health and Wellness Services (the “University”).

Truth Initiative and the University, intending to be legally bound, hereby agree to the following:

1. Producer is hereby retained by the University and agrees to provide all necessary services described as follows (Services), as specified by the University.
 - a. The University shall guarantee Producer access to their campus for the 2019 truth College Tour event to be held on September 23rd at 12:30pm – 4:00pm with a guaranteed space for an event footprint of up to three (3) 10ft X 10ft tented “displays” & the truth truck with the DJ booth.
 - b. Producer will set up displays (the “Displays”) at the Event, which may include, but are not limited to, a 40ft long X 20ft wide truth branded truck with DJ Booth and dance floor, a 10ft long X 10ft wide truth branded tent with a photo booth, and a 10ft long X 10ft wide truth branded tent with petition stands, and a 10ft long X 10ft wide truth branded tent with two candy machines; a gumball machine and a variety candy machine. The location of the event and set up will be Strenger Fountain at SCC. All Displays must be approved in advance by the University. Producer shall submit a description and other relevant information about all such intended Displays to the University at least ten (10) days in advance of the Event for the University’s approval. Immediately upon completion of the Event, Producer shall cause the removal of all personal property brought onto University property by, or on behalf of, Producer and surrender the premises to the University in the same good condition as existed on the date of this Agreement, reasonable wear and tear excepted.
 - c. Producer agrees that the Event is “rain or shine” and that there will be no makeup date should the Event be cancelled for any reason. University reserves the right, in its sole, unfettered discretion, to determine whether to cancel the Event at any time.
 - d. In the event of cancellation of the Event by the University, Producer will be entitled to a refund of all monies paid by Producer to the University, if any.
2. Producer agrees to perform the Services to the satisfaction of the University

during the term of this Agreement and will provide the Services hereunder in full compliance with all applicable federal, state and local laws and University rules and regulations of which it is made aware.

3. Producer understands that Producer's status hereunder is that of independent producer. Producer is not considered an employee, partner or joint venturer of the University in the performance of Services and is not entitled to any employee benefits, statutory or otherwise, including, but not limited to, workers' compensation or unemployment compensation.
4. Producer agrees that the University will not deduct income, Social Security or other taxes on any payments to Producer for services described in this contract. Producer further agrees that it is solely responsible for payment of any applicable taxes due to the proper taxing authorities. Producer shall indemnify and hold the University harmless from any assessments of such taxes and any interest and penalties imposed upon the University by reasons of Producer's failure to pay such applicable taxes assessed against it.
5. Producer agrees that any personal injury to Producer, its employees or third parties or any property damage resulting solely from performances of Services hereunder by Producer its employees, agents, and contractors shall be the responsibility of Producer. Producer agrees to indemnify, defend and hold harmless the University from and against any claims, damages, liabilities, injuries, expenses or losses, including, but not limited to, reasonable attorney's fees and costs, by reason of any suit, claim, demand, judgment or cause of action initiated by any person, or award of damages arising solely out of any of the following, whether performed, caused, incurred or committed by Producer or any of its directors, officers, employees, contractors or agents: (i) any breach of this Agreement; (ii) any negligence or willful misconduct; (iii) any violation of applicable law; (iv) any materials supplied by or on behalf of Producer; (v) any products liability resulting from use or consumption of any products provided and/or (vi) third-party agreements made or entered into by Producer to effectuate the terms of this Agreement. In such event, University shall retain the right to be represented by counsel of its choosing at Producer's reasonable expense as set forth above.
6. Producer maintains the right to use any University trademarks, trade names and service marks authorized by the university for the purpose of publicizing Producer's performance of Services.
7. Producer agrees that the obligations of Sections 5 and 6 hereof will survive the expiration or termination of this Agreement.
8. In the performance of Services, Producer agrees that it shall not have the authority to enter into any contract or agreement to bind the University without the University's prior written consent, and Producer shall not represent to anyone that

it has such authority.

9. Producer may not assign the rights or obligations under this Agreement without the University's prior written consent.
10. This Agreement contains the entire understanding with respect to the subject matter hereof and may not be amended except by a written agreement executed by Producer and the University.
12. If Producer becomes insolvent or files a petition in bankruptcy, and if the University determines that it is not in its best interest to continue this Agreement, or if Producer breaches any provision of this Agreement and has not cured such breach within fifteen (15) days after written notice from the University to do so, the University may terminate this Agreement without any financial liability to the University.
13. This Agreement shall be governed by the laws of the State of California. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, shall be adjudicated in the County of Orange.
14. Any notices to be given shall be sent first class mail to the University at:

Santiago Canyon College
Attn: Jennifer Coto
8045 East Chapman Avenue, Room E-202
Orange, CA 92869

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

And to Producer at:
Attn: Denise Smith and Michael Coursey
Truth Initiative
900 G Street NW, 4th Floor
Washington, DC 20001

With a copy to:
Ted Feldman, Deputy General Counsel
Truth Initiative
900 G Street NW, 4th Floor
Washington, DC 20001

15. At its sole expense, Producer shall procure and keep in force full and adequate insurance coverage of all of its operations pursuant to this Agreement, as follows:

COVERAGE	LIMITS
a. Workers Compensation	Statutory
b. Employers Liability	\$1,000,000 ea. Accident \$1,000,000 disease policy limit \$1,000,000 disease each employee
c. Comprehensive General Liability including	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Products / Completed Operations \$1,000,000 Personal & Advertising injury \$100,000 Fire Damage (any one fire) \$10,000 Medical Expenses (any one person)
d. Automobile Liability, including any auto, hired and non-owned autos	1,000,000 Combined Single Limits for Bodily Injury and Property Damage per Accident.

The Rancho Santiago Community College District is to be named as an additional insured with respect to insurance policies identified in c above. A Certificate of Insurance evidencing coverage required above shall be sent to Ambar Nakagami at Santiago Canyon College, 8045 E. Chapman Avenue, Orange, CA 92869, at least ten (10) days before the furnishing of any services required by this Agreement. Such certificates shall provide that the insurer will give the University not less than thirty (30) days advance notice of any material changes in or cancellation of coverage.

Subject to this paragraph, Producer shall be responsible for the acts of its employees and agents whether on or off University property and, accordingly, shall take all necessary measures to prevent injury and loss to persons or property.

16. In performing this Agreement, the parties agree not to discriminate based on race, color, religion, national origin, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity and expression, genetic information, and veteran status.
17. Producer its employees, agents, and contractors shall comply with all applicable laws, ordinances, codes, rules and regulations of any federal, state, county or municipal government, bureau or department relative to all of its activities,

performance and operations hereunder and shall obtain and maintain all necessary licenses and permits, required by any proper authority, at its sole cost and expense. Without limiting the foregoing, Producer agrees to ensure that all equipment and/or vehicles provided by Producer or its agents and contractors under this Agreement shall fully comply with all applicable provisions of the federal Americans with Disabilities Act, Pub. L. 101336, July 26, 1990, as amended.

18. In providing the Services on the University's campus, Producer its employees, agents, and contractors shall not sell, to the University's students and/or employees any food or beverage products without the express written consent of University Food Services.

AGREED TO AND ACCEPTED BY:

Rancho Santiago Community College District

By _____ (Signature)

Peter J. Hardash _____ (Print/Type Name)

Vice Chancellor Business Operations / Fiscal Services _____ (Print/Type Title)

_____ (Date)

**FOR TRUTH INITIATIVE FOUNDATION
dba TRUTH INITIATIVE**

By _____ (Signature)

_____ (Print/Type Name)

_____ (Date)

Checks Written for Period 06/29/19 Thru 07/31/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67255	General Fund Unrestricted	0.00	184.00	-184.00	92*0517951	92*0517951
67514	General Fund Unrestricted	0.00	7,834.25	-7,834.25	92*0522260	92*0522260
67545	General Fund Unrestricted	129.70	0.00	129.70	92*0522863	92*0522863
67548	General Fund Unrestricted	131,676.28	0.00	131,676.28	92*0522867	92*0522871
67553	General Fund Unrestricted	24,307.58	0.00	24,307.58	92*0522903	92*0522925
67554	General Fund Unrestricted	8,996.72	0.00	8,996.72	92*0522927	92*0522943
67555	General Fund Unrestricted	57,143.36	0.00	57,143.36	92*0522962	92*0522995
67560	General Fund Unrestricted	65,003.24	0.00	65,003.24	92*0523020	92*0523056
67561	General Fund Unrestricted	368.21	0.00	368.21	92*0523070	92*0523077
67562	General Fund Unrestricted	53,977.91	0.00	53,977.91	92*0523086	92*0523107
67567	General Fund Unrestricted	13,124.79	0.00	13,124.79	92*0523122	92*0523132
67568	General Fund Unrestricted	70,626.14	0.00	70,626.14	92*0523139	92*0523148
67569	General Fund Unrestricted	6,395.70	0.00	6,395.70	92*0523160	92*0523199
67570	General Fund Unrestricted	7,348.93	0.00	7,348.93	92*0523206	92*0523208
67571	General Fund Unrestricted	17,522.67	0.00	17,522.67	92*0523212	92*0523212
67573	General Fund Unrestricted	2,261,515.48	0.00	2,261,515.48	92*0523219	92*0523219
67575	General Fund Unrestricted	184.00	0.00	184.00	92*0523226	92*0523226
67578	General Fund Unrestricted	72,088.58	0.00	72,088.58	92*0523235	92*0523247
67579	General Fund Unrestricted	31,674.81	0.00	31,674.81	92*0523248	92*0523276
67580	General Fund Unrestricted	141,166.05	0.00	141,166.05	92*0523286	92*0523330
67584	General Fund Unrestricted	39,609.17	0.00	39,609.17	92*0523337	92*0523337
67585	General Fund Unrestricted	74.74	0.00	74.74	92*0523338	92*0523338
67589	General Fund Unrestricted	76,716.09	0.00	76,716.09	92*0523350	92*0523386
67590	General Fund Unrestricted	390,908.28	0.00	390,908.28	92*0523388	92*0523406
67591	General Fund Unrestricted	4,618.08	0.00	4,618.08	92*0523415	92*0523427
67594	General Fund Unrestricted	8,093.62	0.00	8,093.62	92*0523472	92*0523497
67595	General Fund Unrestricted	362,659.24	0.00	362,659.24	92*0523508	92*0523537
67596	General Fund Unrestricted	628.43	0.00	628.43	92*0523539	92*0523551
67597	General Fund Unrestricted	800.00	0.00	800.00	92*0523559	92*0523559
67598	General Fund Unrestricted	139,966.14	0.00	139,966.14	92*0523560	92*0523561
67602	General Fund Unrestricted	23,921.84	0.00	23,921.84	92*0523599	92*0523626
67603	General Fund Unrestricted	13,889.64	0.00	13,889.64	92*0523629	92*0523645
67604	General Fund Unrestricted	88,410.09	0.00	88,410.09	92*0523646	92*0523653
67609	General Fund Unrestricted	112,913.86	0.00	112,913.86	92*0523667	92*0523678
67610	General Fund Unrestricted	690,446.91	0.00	690,446.91	92*0523682	92*0523700
67615	General Fund Unrestricted	6,845.39	0.00	6,845.39	92*0523711	92*0523752
67616	General Fund Unrestricted	19,768.24	0.00	19,768.24	92*0523755	92*0523783
67617	General Fund Unrestricted	2,025.00	0.00	2,025.00	92*0523788	92*0523788
67618	General Fund Unrestricted	116,502.97	0.00	116,502.97	92*0523789	92*0523796
67624	General Fund Unrestricted	54,026.70	0.00	54,026.70	92*0523810	92*0523839
67625	General Fund Unrestricted	14,393.28	0.00	14,393.28	92*0523841	92*0523859

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67626	General Fund Unrestricted	219,109.16	0.00	219,109.16	92*0523861	92*0523870
67630	General Fund Unrestricted	667,823.60	0.00	667,823.60	92*0523886	92*0523915
67631	General Fund Unrestricted	87,609.69	0.00	87,609.69	92*0523918	92*0523928
67634	General Fund Unrestricted	196,112.91	0.00	196,112.91	92*0523932	92*0523948
67635	General Fund Unrestricted	2,719.96	0.00	2,719.96	92*0523952	92*0523955
67636	General Fund Unrestricted	35.00	0.00	35.00	92*0523956	92*0523957
67637	General Fund Unrestricted	19,301.94	0.00	19,301.94	92*0523958	92*0524038
67639	General Fund Unrestricted	219,446.81	0.00	219,446.81	92*0524042	92*0524077
67641	General Fund Unrestricted	16,817.11	0.00	16,817.11	92*0524085	92*0524115
67645	General Fund Unrestricted	56,912.96	0.00	56,912.96	92*0524131	92*0524168
67647	General Fund Unrestricted	46,866.62	0.00	46,866.62	92*0524177	92*0524194
67651	General Fund Unrestricted	42,653.50	0.00	42,653.50	92*0524208	92*0524224
Total Fund 11 General Fund Unrestricted		<u>\$6,705,877.12</u>	<u>\$8,018.25</u>	<u>\$6,697,858.87</u>		

Checks Written for Period 06/29/19 Thru 07/31/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67356	General Fund Restricted	0.00	448.26	-448.26	92*0519427	92*0519427
67357	General Fund Restricted	0.00	80.00	-80.00	92*0519440	92*0519440
67366	General Fund Restricted	0.00	1,529.00	-1,529.00	92*0519781	92*0519781
67478	General Fund Restricted	0.00	3,000.00	-3,000.00	92*0521764	92*0521764
67489	General Fund Restricted	0.00	51.70	-51.70	92*0521964	92*0521964
67545	General Fund Restricted	16,186.67	0.00	16,186.67	92*0522860	92*0522862
67548	General Fund Restricted	99.50	0.00	99.50	92*0522866	92*0522866
67553	General Fund Restricted	107,778.33	0.00	107,778.33	92*0522902	92*0522926
67554	General Fund Unrestricted	366,729.18	44,357.36	322,371.82	92*0522933	92*0522961
67555	General Fund Restricted	1,538.07	0.00	1,538.07	92*0522967	92*0522993
67556	General Fund Restricted	13,291.00	0.00	13,291.00	92*0522996	92*0522996
67560	General Fund Restricted	152,547.32	0.00	152,547.32	92*0523023	92*0523055
67561	General Fund Restricted	93,942.75	798.57	93,144.18	92*0523059	92*0523083
67562	General Fund Restricted	2,275.81	0.00	2,275.81	92*0523089	92*0523108
67567	General Fund Restricted	32,413.92	0.00	32,413.92	92*0523120	92*0523138
67568	General Fund Restricted	5,960.90	0.00	5,960.90	92*0523141	92*0523156
67569	General Fund Restricted	35,483.94	0.00	35,483.94	92*0523157	92*0523204
67570	General Fund Restricted	29,091.21	0.00	29,091.21	92*0523205	92*0523211
67573	General Fund Restricted	7,415.27	0.00	7,415.27	92*0523220	92*0523224
67578	General Fund Restricted	375,184.84	0.00	375,184.84	92*0523231	92*0523246
67579	General Fund Restricted	22,021.42	0.00	22,021.42	92*0523253	92*0523283
67580	General Fund Restricted	413,850.95	0.00	413,850.95	92*0523284	92*0523332
67589	General Fund Restricted	3,330.86	0.00	3,330.86	92*0523351	92*0523376
67590	General Fund Restricted	76,953.15	0.00	76,953.15	92*0523387	92*0523413
67591	General Fund Restricted	24,736.33	0.00	24,736.33	92*0523414	92*0523439
67594	General Fund Restricted	542,932.42	0.00	542,932.42	92*0523463	92*0523507
67595	General Fund Restricted	24,277.93	0.00	24,277.93	92*0523509	92*0523535
67596	General Fund Restricted	1,058.49	0.00	1,058.49	92*0523538	92*0523558
67598	General Fund Restricted	19,138.30	0.00	19,138.30	92*0523562	92*0523564
67602	General Fund Restricted	72,766.85	0.00	72,766.85	92*0523602	92*0523627
67603	General Fund Restricted	3,009.12	0.00	3,009.12	92*0523633	92*0523644
67604	General Fund Restricted	30,000.00	0.00	30,000.00	92*0523648	92*0523648
67609	General Fund Restricted	9,019.71	0.00	9,019.71	92*0523666	92*0523681
67610	General Fund Unrestricted	22,054.22	0.00	22,054.22	92*0523683	92*0523698
67615	General Fund Restricted	5,815.09	0.00	5,815.09	92*0523707	92*0523751
67616	General Fund Restricted	38,496.46	0.00	38,496.46	92*0523753	92*0523778
67617	General Fund Restricted	884.71	0.00	884.71	92*0523784	92*0523787
67618	General Fund Restricted	1,296.40	0.00	1,296.40	92*0523792	92*0523797
67624	General Fund Restricted	14,768.97	0.00	14,768.97	92*0523815	92*0523840
67625	General Fund Restricted	281,662.80	0.00	281,662.80	92*0523842	92*0523858
67626	General Fund Restricted	7,128.88	0.00	7,128.88	92*0523860	92*0523869

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67630	General Fund Restricted	271,064.51	0.00	271,064.51	92*0523880	92*0523917
67631	General Fund Restricted	14,690.82	0.00	14,690.82	92*0523919	92*0523929
67632	General Fund Restricted	5,160.89	0.00	5,160.89	92*0523930	92*0523930
67634	General Fund Restricted	28,770.81	0.00	28,770.81	92*0523934	92*0523951
67639	General Fund Restricted	217,096.72	0.00	217,096.72	92*0524044	92*0524080
67641	General Fund Unrestricted	92,364.49	0.00	92,364.49	92*0524086	92*0524113
67645	General Fund Restricted	228,332.25	0.00	228,332.25	92*0524127	92*0524165
67647	General Fund Restricted	17,596.58	10,001.00	7,595.58	92*0524174	92*0524201
67651	General Fund Restricted	26,039.99	0.00	26,039.99	92*0524212	92*0524225
67652	General Fund Restricted	10,001.00	0.00	10,001.00	92*0524226	92*0524226
Total Fund 12 General Fund Restricted		<u>\$3,766,259.83</u>	<u>\$60,265.89</u>	<u>\$3,705,993.94</u>		

Checks Written for Period 06/29/19 Thru 07/31/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67494	GF Unrestricted One-Time Func	0.00	1,785.60	-1,785.60	92*0522050	92*0522050
67554	GF Unrestricted One-Time Func	30,604.27	0.00	30,604.27	92*0522928	92*0522960
67555	GF Unrestricted One-Time Func	554.68	0.00	554.68	92*0522978	92*0522978
67560	GF Unrestricted One-Time Func	7,280.66	0.00	7,280.66	92*0523025	92*0523051
67561	GF Unrestricted One-Time Func	49,695.31	0.00	49,695.31	92*0523057	92*0523079
67562	General Fund Restricted	16,096.55	0.00	16,096.55	92*0523084	92*0523105
67567	GF Unrestricted One-Time Func	5,413.71	0.00	5,413.71	92*0523125	92*0523126
67568	GF Unrestricted One-Time Func	2,228.50	0.00	2,228.50	92*0523140	92*0523154
67569	General Fund Restricted	11,252.53	0.00	11,252.53	92*0523203	92*0523203
67579	GF Unrestricted One-Time Func	120.79	0.00	120.79	92*0523252	92*0523252
67580	General Fund Restricted	25,853.42	0.00	25,853.42	92*0523285	92*0523325
67585	GF Unrestricted One-Time Func	1,785.60	0.00	1,785.60	92*0523339	92*0523339
67589	GF Unrestricted One-Time Func	733.61	0.00	733.61	92*0523354	92*0523374
67590	GF Unrestricted One-Time Func	9,020.77	0.00	9,020.77	92*0523393	92*0523412
67591	GF Unrestricted One-Time Func	305,338.49	0.00	305,338.49	92*0523433	92*0523436
67596	GF Unrestricted One-Time Func	109.62	0.00	109.62	92*0523553	92*0523554
67602	GF Unrestricted One-Time Func	4,188.30	0.00	4,188.30	92*0523611	92*0523628
67603	GF Unrestricted One-Time Func	1,161.28	0.00	1,161.28	92*0523631	92*0523632
67615	GF Unrestricted One-Time Func	1,300.00	0.00	1,300.00	92*0523706	92*0523706
67616	GF Unrestricted One-Time Func	52,359.02	0.00	52,359.02	92*0523768	92*0523776
67624	GF Unrestricted One-Time Func	12,308.86	0.00	12,308.86	92*0523818	92*0523837
67625	GF Unrestricted One-Time Func	14,915.45	0.00	14,915.45	92*0523848	92*0523856
67639	GF Unrestricted One-Time Func	160.37	0.00	160.37	92*0524065	92*0524065
67641	GF Unrestricted One-Time Func	9,067.09	0.00	9,067.09	92*0524092	92*0524092
67645	GF Unrestricted One-Time Func	19,074.24	0.00	19,074.24	92*0524156	92*0524163
67647	GF Unrestricted One-Time Func	1,748.00	0.00	1,748.00	92*0524180	92*0524180
67651	GF Unrestricted One-Time Func	30,000.00	0.00	30,000.00	92*0524207	92*0524207

Total Fund 13 GF Unrestricted One-Time	\$612,371.12	\$1,785.60	\$610,585.52
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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67420	Child Development Fund	0.00	440.00	-440.00	92*0520661	92*0520661
67495	Child Development Fund	0.00	75.00	-75.00	92*0522057	92*0522057
67546	Child Development Fund	7,729.00	0.00	7,729.00	92*0522864	92*0522864
67550	Child Development Fund	2,596.54	0.00	2,596.54	92*0522874	92*0522877
67558	Child Development Fund	12,543.12	0.00	12,543.12	92*0523002	92*0523014
67563	Child Development Fund	3,033.65	0.00	3,033.65	92*0523109	92*0523114
67574	Child Development Fund	740.00	0.00	740.00	92*0523225	92*0523225
67576	Child Development Fund	1,226.03	0.00	1,226.03	92*0523227	92*0523229
67581	Child Development Fund	5,107.40	0.00	5,107.40	92*0523333	92*0523334
67586	Child Development Fund	1,680.00	840.00	840.00	92*0523340	92*0523341
67587	Child Development Fund	10,972.36	0.00	10,972.36	92*0523342	92*0523348
67592	Child Development Fund	6,131.75	0.00	6,131.75	92*0523440	92*0523457
67599	Child Development Fund	2,625.43	0.00	2,625.43	92*0523565	92*0523568
67605	Child Development Fund	4,680.00	0.00	4,680.00	92*0523654	92*0523654
67606	Child Development Fund	5,363.12	0.00	5,363.12	92*0523655	92*0523663
67611	Child Development Fund	1,320.83	0.00	1,320.83	92*0523701	92*0523701
67619	Child Development Fund	3,326.00	0.00	3,326.00	92*0523798	92*0523801
67623	Child Development Fund	102.60	0.00	102.60	92*0523809	92*0523809
67627	Child Development Fund	2,422.95	0.00	2,422.95	92*0523871	92*0523876
67633	Child Development Fund	1,555.20	0.00	1,555.20	92*0523931	92*0523931
67638	Child Development Fund	1,900.30	0.00	1,900.30	92*0524039	92*0524041
67640	Child Development Fund	9,156.12	0.00	9,156.12	92*0524081	92*0524084
67642	Child Development Fund	2,643.20	0.00	2,643.20	92*0524116	92*0524123
67646	Child Development Fund	2,419.00	0.00	2,419.00	92*0524169	92*0524173
67648	Child Development Fund	1,499.73	0.00	1,499.73	92*0524202	92*0524202
Total Fund 33 Child Development Fund		\$90,774.33	\$1,355.00	\$89,419.33		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67544	Capital Outlay Projects Fund	25,570.00	0.00	25,570.00	92*0522859	92*0522859
67551	Capital Outlay Projects Fund	275,833.19	0.00	275,833.19	92*0522878	92*0522892
67559	Capital Outlay Projects Fund	22,946.53	0.00	22,946.53	92*0523015	92*0523019
67564	Capital Outlay Projects Fund	10,200.00	0.00	10,200.00	92*0523115	92*0523115
67577	Capital Outlay Projects Fund	1,994.17	0.00	1,994.17	92*0523230	92*0523230
67582	Capital Outlay Projects Fund	9,076.48	0.00	9,076.48	92*0523335	92*0523335
67593	Capital Outlay Projects Fund	174,409.69	0.00	174,409.69	92*0523458	92*0523462
67600	Capital Outlay Projects Fund	446,647.57	110,939.40	335,708.17	92*0523569	92*0523589
67607	Capital Outlay Projects Fund	3,516.00	0.00	3,516.00	92*0523664	92*0523664
67613	Capital Outlay Projects Fund	30,689.55	0.00	30,689.55	92*0523704	92*0523704
67620	Capital Outlay Projects Fund	298,683.00	0.00	298,683.00	92*0523802	92*0523803
67621	Capital Outlay Projects Fund	23,409.39	0.00	23,409.39	92*0523804	92*0523805
67643	Capital Outlay Projects Fund	25,570.00	0.00	25,570.00	92*0524124	92*0524124
67649	Capital Outlay Projects Fund	5,022.97	0.00	5,022.97	92*0524203	92*0524204
Total Fund 41 Capital Outlay Projects Fun		<u>\$1,353,568.54</u>	<u>\$110,939.40</u>	<u>\$1,242,629.14</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67552	Bond Fund, Measure Q	299,687.13	0.00	299,687.13	92*0522893	92*0522901
67565	Bond Fund, Measure Q	18,686.50	0.00	18,686.50	92*0523116	92*0523118
67601	Bond Fund, Measure Q	5,665,190.39	0.00	5,665,190.39	92*0523590	92*0523598
67614	Bond Fund, Measure Q	11,705.00	0.00	11,705.00	92*0523705	92*0523705
67622	Bond Fund, Measure Q	23,923.75	0.00	23,923.75	92*0523806	92*0523808
67650	Bond Fund, Measure Q	27,371.05	0.00	27,371.05	92*0524205	92*0524206
Total Fund 43 Bond Fund, Measure Q		\$6,046,563.82	\$0.00	\$6,046,563.82		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67549	Property and Liability Fund	315.57	0.00	315.57	92*0522872	92*0522873
67566	Property and Liability Fund	13,891.78	0.00	13,891.78	92*0523119	92*0523119
67583	Property and Liability Fund	2,654.77	0.00	2,654.77	92*0523336	92*0523336
67608	Property and Liability Fund	3,122.15	0.00	3,122.15	92*0523665	92*0523665
67612	Property and Liability Fund	7,836.75	0.00	7,836.75	92*0523702	92*0523703
67629	Property and Liability Fund	109,715.40	0.00	109,715.40	92*0523878	92*0523879
67644	Property and Liability Fund	373.63	0.00	373.63	92*0524125	92*0524126
Total Fund 61 Property and Liability Fund		\$137,910.05	\$0.00	\$137,910.05		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67547	Workers' Compensation Fund	579.07	0.00	579.07	92*0522865	92*0522865
67588	Workers' Compensation Fund	29,937.38	0.00	29,937.38	92*0523349	92*0523349
67628	Workers' Compensation Fund	35.85	0.00	35.85	92*0523877	92*0523877
Total Fund 62 Workers' Compensation Fu		<u>\$30,552.30</u>	<u>\$0.00</u>	<u>\$30,552.30</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67557	Student Financial Aid Fund	1,132,818.00	0.00	1,132,818.00	92*0522997	92*0523001
Total Fund 74 Student Financial Aid Fund		<u><u>\$1,132,818.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,132,818.00</u></u>		

67572	Diversified Trust Fund	6,145.20	6,145.20	0.00	92*0523213	92*0523218
Total Fund 79 Diversified Trust Fund		<u><u>\$6,145.20</u></u>	<u><u>\$6,145.20</u></u>	<u><u>\$0.00</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	6,697,858.87
Total Fund 12 General Fund Restricted	3,705,993.94
Total Fund 13 GF Unrestricted One-Time Fund	610,585.52
Total Fund 33 Child Development Fund	89,419.33
Total Fund 41 Capital Outlay Projects Fund	1,242,629.14
Total Fund 43 Bond Fund, Measure Q	6,046,563.82
Total Fund 61 Property and Liability Fund	137,910.05
Total Fund 62 Workers' Compensation Fund	30,552.30
Total Fund 74 Student Financial Aid Fund	1,132,818.00
Total Fund 79 Diversified Trust Fund	0.00
Grand Total:	<u><u>\$19,694,330.97</u></u>

Checks Written for Period 06/28/19 Thru 07/30/19

<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>
1A1906529	SAC Diversified Agency Fund	5,435.32	0.00	5,435.32	1A*0001883	1A*0001892
1A1907320	SAC Diversified Agency Fund	9,818.63	0.00	9,818.63	1A*0001893	1A*0001900
1A1907530	SAC Diversified Agency Fund	2,770.48	0.00	2,770.48	1A*0001901	1A*0001905
Total 1A SAC Diversified Agency Fund		<u><u>\$18,024.43</u></u>	<u><u>\$0.00</u></u>	<u><u>\$18,024.43</u></u>		

Checks Written for Period 06/28/19 Thru 07/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1B1906529	SAC Bookstore Fund	7,274.61	3,069.11	4,205.50	1B*0001910	1B*0001918
1B1907320	SAC Bookstore Fund	9,478.27	0.00	9,478.27	1B*0001919	1B*0001926
Total 1B SAC Bookstore Fund		<u>\$16,752.88</u>	<u>\$3,069.11</u>	<u>\$13,683.77</u>		

Checks Written for Period 06/28/19 Thru 07/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1C1906529	SAC Community Education Fund	28,171.49	0.00	28,171.49	1C*0001154	1C*0001165
1C1907320	SAC Community Education Fund	1,779.43	0.00	1,779.43	1C*0001166	1C*0001168
1C1907530	SAC Community Education Fund	15,975.00	0.00	15,975.00	1C*0001169	1C*0001171
Total 1C SAC Community Education Fund		<u>\$45,925.92</u>	<u>\$0.00</u>	<u>\$45,925.92</u>		

Checks Written for Period 06/28/19 Thru 07/30/19

<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>
1S1906529	SAC Associated Students Fund	3,202.89	0.00	3,202.89	1S*0001484	1S*0001488
1S1907530	SAC Associated Students Fund	3,234.55	0.00	3,234.55	1S*0001489	1S*0001492
Total 1S SAC Associated Students Fund		<u><u>\$6,437.44</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,437.44</u></u>		

Checks Written for Period 06/28/19 Thru 07/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T1906529	SAC Diversified Trust Fund	12,695.03	0.00	12,695.03	1T*0001547	1T*0001553
1T1907213	SAC Diversified Trust Fund	6,878.57	0.00	6,878.57	1T*0001554	1T*0001560
1T1907320	SAC Diversified Trust Fund	19,740.04	9,737.32	10,002.72	1T*0001561	1T*0001583
1T1907427	SAC Diversified Trust Fund	1,666.72	833.36	833.36	1T*0001584	1T*0001591
1T1907530	SAC Diversified Trust Fund	15,113.88	0.00	15,113.88	1T*0001592	1T*0001598
Total 1T SAC Diversified Trust Fund		<u>\$56,094.24</u>	<u>\$10,570.68</u>	<u>\$45,523.56</u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	18,024.43
Total Fund 1B SAC Bookstore Fund	13,683.77
Total Fund 1C SAC Community Education Fu	45,925.92
Total Fund 1S SAC Associated Students Fun	6,437.44
Total Fund 1T SAC Diversified Trust Fund	45,523.56
Grand Total:	<u><u>\$129,595.12</u></u>

Checks Written for Period 06/28/19 Thru 07/30/19

<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>
2A1907106	SCC Diversified Agency Fund	921.07	0.00	921.07	2A*0001473	2A*0001474
2A1907213	SCC Diversified Agency Fund	696.43	0.00	696.43	2A*0001475	2A*0001479
2A1907320	SCC Diversified Agency Fund	1,779.58	639.79	1,139.79	2A*0001480	2A*0001484
Total 2A SCC Diversified Agency Fund		<u>\$3,397.08</u>	<u>\$639.79</u>	<u>\$2,757.29</u>		

Checks Written for Period 06/28/19 Thru 07/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B1907213	SCC Bookstore Fund	112,228.40	1,913.36	110,315.04	2B*0001727	2B*0001736
2B1907427	SCC Bookstore Fund	146,744.85	0.00	146,744.85	2B*0001737	2B*0001758
2B1907530	SCC Bookstore Fund	385.07	0.00	385.07	2B*0001759	2B*0001760
Total 2B SCC Bookstore Fund		<u>\$259,358.32</u>	<u>\$1,913.36</u>	<u>\$257,444.96</u>		

Checks Written for Period 06/28/19 Thru 07/30/19

<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>
2C1907106	SCC Community Education Fund	12,072.22	0.00	12,072.22	2C*0001121	2C*0001121
2C1907320	SCC Community Education Fund	1,097.31	0.00	1,097.31	2C*0001122	2C*0001122
Total 2C SCC Community Education Fund		<u>\$13,169.53</u>	<u>\$0.00</u>	<u>\$13,169.53</u>		

Checks Written for Period 06/28/19 Thru 07/30/19

<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>
2S1907106	SCC Associated Students Fund	351.37	0.00	351.37	2S*0001301	2S*0001302
2S1907213	SCC Associated Students Fund	7,563.48	0.00	7,563.48	2S*0001303	2S*0001311
Total 2S SCC Associated Students Fund		<u><u>\$7,914.85</u></u>	<u><u>\$0.00</u></u>	<u><u>\$7,914.85</u></u>		

Checks Written for Period 06/28/19 Thru 07/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T1907106	SCC Diversified Trust Fund	15,234.55	0.00	15,234.55	2T*0001277	2T*0001284
2T1907213	SCC Diversified Trust Fund	2,748.55	0.00	2,748.55	2T*0001285	2T*0001286
2T1907320	SCC Diversified Trust Fund	396.70	0.00	396.70	2T*0001287	2T*0001288
Total 2T SCC Diversified Trust Fund		\$18,379.80	\$0.00	\$18,379.80		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	2,757.29
Total Fund 2B SCC Bookstore Fund	257,444.96
Total Fund 2C SCC Community Education Fu	13,169.53
Total Fund 2S SCC Associated Students Fun	7,914.85
Total Fund 2T SCC Diversified Trust Fund	18,379.80
Grand Total:	<u><u>\$299,666.43</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT**

No. 4.2

From 06/30/2019 To 06/30/2019

Board Meeting on 08/12/2019

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES		954,422
2000	CLASSIFIED SALARIES	1,278,832	
3000	EMPLOYEE BENEFITS	212,519	
4000	SUPPLIES & MATERIALS	94,373	
5000	OTHER OPERATING EXP & SERVICES	1,978,796	
6000	CAPITAL OUTLAY		1,864,765
7000	OTHER OUTGO		1,226,102
7900	RESERVE FOR CONTINGENCIES	480,769	
Total Transfer Fund 11		\$4,045,289	\$4,045,289
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		167,808
2000	CLASSIFIED SALARIES		71,615
3000	EMPLOYEE BENEFITS		119,109
4000	SUPPLIES & MATERIALS	84,636	
5000	OTHER OPERATING EXP & SERVICES	227,214	
6000	CAPITAL OUTLAY	28,281	
7000	OTHER OUTGO	18,401	
Total Transfer Fund 12		\$358,532	\$358,532
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
5000	OTHER OPERATING EXP & SERVICES		12,511
6000	CAPITAL OUTLAY	12,511	
Total Transfer Fund 13		\$12,511	\$12,511
<u>Fund 31: Bookstore Fund</u>			
2000	CLASSIFIED SALARIES	13,572	
3000	EMPLOYEE BENEFITS	6,403	
4000	SUPPLIES & MATERIALS		50,381
5000	OTHER OPERATING EXP & SERVICES	10,000	
7900	RESERVE FOR CONTINGENCIES	20,406	
Total Transfer Fund 31		\$50,381	\$50,381
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES		38,933
2000	CLASSIFIED SALARIES	18,404	
3000	EMPLOYEE BENEFITS	10,131	
4000	SUPPLIES & MATERIALS	5,041	
5000	OTHER OPERATING EXP & SERVICES	5,357	
Total Transfer Fund 33		\$38,933	\$38,933
<u>Fund 41: Capital Outlay Projects Fund</u>			
6000	CAPITAL OUTLAY		496,428
7900	RESERVE FOR CONTINGENCIES	496,428	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/30/2019 To 06/30/2019
Board Meeting on 08/12/2019**

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS

	From	To
Total Transfer Fund 41	\$496,428	\$496,428
<u>Fund 43: Bond Fund, Measure Q</u>		
6000 CAPITAL OUTLAY		899,380
7900 RESERVE FOR CONTINGENCIES	899,380	
Total Transfer Fund 43	\$899,380	\$899,380
<u>Fund 63: Retiree Benefits Fund</u>		
3000 EMPLOYEE BENEFITS		1,000,000
5000 OTHER OPERATING EXP & SERVICES		4,000
7900 RESERVE FOR CONTINGENCIES	1,004,000	
Total Transfer Fund 63	\$1,004,000	\$1,004,000
<u>Fund 71: Associated Students Fund</u>		
5000 OTHER OPERATING EXP & SERVICES		2,488
7900 RESERVE FOR CONTINGENCIES	2,488	
Total Transfer Fund 71	\$2,488	\$2,488
<u>Fund 79: Diversified Trust Fund</u>		
2000 CLASSIFIED SALARIES	1,190	
3000 EMPLOYEE BENEFITS		3,051
5000 OTHER OPERATING EXP & SERVICES	460	
7900 RESERVE FOR CONTINGENCIES	1,401	
Total Transfer Fund 79	\$3,051	\$3,051
BUDGET INCREASES AND DECREASES		
	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
8100 FEDERAL REVENUES	(8,827)	
8600 STATE REVENUES	150,908	
8800 LOCAL REVENUES	16,234	
1000 ACADEMIC SALARIES		105,958
2000 CLASSIFIED SALARIES		(11,145)
3000 EMPLOYEE BENEFITS		34,614
4000 SUPPLIES & MATERIALS		(17,538)
5000 OTHER OPERATING EXP & SERVICES		46,434
6000 CAPITAL OUTLAY		(186)
7000 OTHER OUTGO		178
Total Transfer Fund 12	\$158,315	\$158,315
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
8800 LOCAL REVENUES	33,264	
2000 CLASSIFIED SALARIES		14,762
3000 EMPLOYEE BENEFITS		1,704
6000 CAPITAL OUTLAY		16,798
Total Transfer Fund 13	\$33,264	\$33,264

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/30/2019 To 06/30/2019
Board Meeting on 08/12/2019**

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 33: Child Development Fund</u>		
8600 STATE REVENUES	(6,508)	
2000 CLASSIFIED SALARIES		(6,150)
3000 EMPLOYEE BENEFITS		(48)
5000 OTHER OPERATING EXP & SERVICES		(310)
Total Transfer Fund 33	\$(6,508)	\$(6,508)
<u>Fund 41: Capital Outlay Projects Fund</u>		
8900 OTHER FINANCING SOURCES	2,500,000	
6000 CAPITAL OUTLAY		2,500,000
Total Transfer Fund 41	\$2,500,000	\$2,500,000
<u>Fund 43: Bond Fund, Measure Q</u>		
8800 LOCAL REVENUES	476,691	
5000 OTHER OPERATING EXP & SERVICES		(37,688)
7900 RESERVE FOR CONTINGENCIES		514,379
Total Transfer Fund 43	\$476,691	\$476,691
<u>Fund 74: Student Financial Aid Fund</u>		
8100 FEDERAL REVENUES	110,181	
8600 STATE REVENUES	503,533	
7000 OTHER OUTGO		613,714
Total Transfer Fund 74	\$613,714	\$613,714

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 06/30/2019 To 06/30/2019

Board Meeting on 08/12/2019

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

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
B026070	06/30/19		
1000	ACADEMIC SALARIES		954,422
2000	CLASSIFIED SALARIES	321,190	
3000	EMPLOYEE BENEFITS	212,663	
5000	OTHER OPERATING EXP & SERVICES	39,800	
7900	RESERVE FOR CONTINGENCIES	380,769	
		\$954,422	\$954,422
Total Reference B026070			
Reason: Adjustment			
Description: Cover negative balances in 1xxx objects			
B026120	06/30/19		
2000	CLASSIFIED SALARIES	433,075	
3000	EMPLOYEE BENEFITS	318,777	
4000	SUPPLIES & MATERIALS	67,050	
5000	OTHER OPERATING EXP & SERVICES	1,000,014	
6000	CAPITAL OUTLAY		1,818,916
		\$1,818,916	\$1,818,916
Total Reference B026120			
Reason: Adjustment			
Description: Cover negative balances for DS			
B026161	06/30/19		
3000	EMPLOYEE BENEFITS		317,552
4000	SUPPLIES & MATERIALS	27,283	
5000	OTHER OPERATING EXP & SERVICES	290,269	
		\$317,552	\$317,552
Total Reference B026161			
Reason: Adjustment			
Description: Adjust negative budget 18/19			
B026163	06/30/19		
2000	CLASSIFIED SALARIES	215,747	
3000	EMPLOYEE BENEFITS	98,631	
5000	OTHER OPERATING EXP & SERVICES	7,139	
6000	CAPITAL OUTLAY		321,517
		\$321,517	\$321,517
Total Reference B026163			
Reason: Adjustment			
Description: Clear negative balances for DS			
B026170	06/30/19		
2000	CLASSIFIED SALARIES	542,182	
5000	OTHER OPERATING EXP & SERVICES	408,570	
6000	CAPITAL OUTLAY	275,350	
7000	OTHER OUTGO		1,226,102
		\$1,226,102	\$1,226,102
Total Reference B026170			
Reason: Adjustment			
Description: Increase transfer out for Health Science Center Bldg			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 06/30/2019 To 06/30/2019

Board Meeting on 08/12/2019

BUDGET TRANSFERS		From	To
B026194	06/30/19		
2000	CLASSIFIED SALARIES		233,362
5000	OTHER OPERATING EXP & SERVICES	233,362	
Total Reference B026194		\$233,362	\$233,362
Reason:	Adjustment		
Description:	Clear negative balances FY 18/19		
B026260	06/30/19		
3000	EMPLOYEE BENEFITS		100,000
7900	RESERVE FOR CONTINGENCIES	100,000	
Total Reference B026260		\$100,000	\$100,000
Reason:	Special Project Adjustment		
Description:	Cover negative balance		
Fund 12: General Fund Restricted			
B026152	06/30/19		
1000	ACADEMIC SALARIES	893	
2000	CLASSIFIED SALARIES		27,838
3000	EMPLOYEE BENEFITS		11,787
4000	SUPPLIES & MATERIALS	5,473	
5000	OTHER OPERATING EXP & SERVICES	16,926	
7000	OTHER OUTGO	16,333	
Total Reference B026152		\$39,625	\$39,625
Reason:	Special Project Adjustment		
Description:	Cover negatives Student Equity SCC SP #2549		
B026165	06/30/19		
1000	ACADEMIC SALARIES	12,948	
2000	CLASSIFIED SALARIES	12,436	
3000	EMPLOYEE BENEFITS		28,852
4000	SUPPLIES & MATERIALS	1,821	
6000	CAPITAL OUTLAY	960	
Total Reference B026165		\$28,165	\$28,852
Reason:	Special Project Adjustment		
Description:	Correction - out of balance		
B026180	06/30/19		
1000	ACADEMIC SALARIES		41,324
2000	CLASSIFIED SALARIES	17,584	
3000	EMPLOYEE BENEFITS	5,985	
5000	OTHER OPERATING EXP & SERVICES	17,755	
Total Reference B026180		\$41,324	\$41,324
Reason:	Special Project Adjustment		
Description:	Clear negative balances		
B026221	06/30/19		
1000	ACADEMIC SALARIES	47,790	
2000	CLASSIFIED SALARIES		11,006
3000	EMPLOYEE BENEFITS	55,629	
4000	SUPPLIES & MATERIALS		12,870
5000	OTHER OPERATING EXP & SERVICES		54,472
6000	CAPITAL OUTLAY		25,071
Total Reference B026221		\$103,419	\$103,419
Reason:	Special Project Adjustment		
Description:	Clear negative balances		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 06/30/2019 To 06/30/2019

Board Meeting on 08/12/2019

BUDGET TRANSFERS		From	To
B026238	06/30/19		
1000	ACADEMIC SALARIES		44,946
2000	CLASSIFIED SALARIES	25,512	
3000	EMPLOYEE BENEFITS	11,540	
4000	SUPPLIES & MATERIALS	7,017	
5000	OTHER OPERATING EXP & SERVICES	877	
		<hr/>	<hr/>
Total Reference B026238		\$44,946	\$44,946
Reason:	Special Project Adjustment		
Description:	Year end closing and balancing		
B026240	06/30/19		
1000	ACADEMIC SALARIES		47,790
2000	CLASSIFIED SALARIES	11,006	
3000	EMPLOYEE BENEFITS		55,629
4000	SUPPLIES & MATERIALS	12,870	
5000	OTHER OPERATING EXP & SERVICES	54,472	
6000	CAPITAL OUTLAY	25,071	
		<hr/>	<hr/>
Total Reference B026240		\$103,419	\$103,419
Reason:	Special Project Adjustment		
Description:	To reverse B026221		
B026241	06/30/19		
1000	ACADEMIC SALARIES		47,790
2000	CLASSIFIED SALARIES	11,006	
3000	EMPLOYEE BENEFITS		55,629
4000	SUPPLIES & MATERIALS	12,870	
5000	OTHER OPERATING EXP & SERVICES	54,472	
6000	CAPITAL OUTLAY	25,071	
		<hr/>	<hr/>
Total Reference B026241		\$103,419	\$103,419
Reason:	Special Project Adjustment		
Description:	To cover neg bal for Proj 2058		
<u>Fund 31: Bookstore Fund</u>			
B026151	06/30/19		
2000	CLASSIFIED SALARIES	13,572	
3000	EMPLOYEE BENEFITS	6,403	
4000	SUPPLIES & MATERIALS		50,381
5000	OTHER OPERATING EXP & SERVICES	10,000	
7900	RESERVE FOR CONTINGENCIES	20,406	
		<hr/>	<hr/>
Total Reference B026151		\$50,381	\$50,381
Reason:	Adjustment		
Description:	Adjust budgets to cover expenses 18/19		
<u>Fund 33: Child Development Fund</u>			
B026237	06/30/19		
1000	ACADEMIC SALARIES		25,379
2000	CLASSIFIED SALARIES	37,207	
3000	EMPLOYEE BENEFITS		11,816
5000	OTHER OPERATING EXP & SERVICES		12
		<hr/>	<hr/>
Total Reference B026237		\$37,207	\$37,207
Reason:	Special Project Adjustment		
Description:	Cover negative accounts		
<u>Fund 41: Capital Outlay Projects Fund</u>			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 06/30/2019 To 06/30/2019

Board Meeting on 08/12/2019

BUDGET TRANSFERS		From	To
B026063	06/30/19		
6000	CAPITAL OUTLAY	5,032	
7900	RESERVE FOR CONTINGENCIES		5,032
Total Reference B026063		\$5,032	\$5,032
Reason: Special Project Adjustment			
Description: Allocate funds to district contingency			
B026154	06/30/19		
6000	CAPITAL OUTLAY	83,369	
7900	RESERVE FOR CONTINGENCIES		83,369
Total Reference B026154		\$83,369	\$83,369
Reason: Special Project Adjustment			
Description: Allocate funds to proj 3673 Facilities Repairs			
B026158	06/30/19		
6000	CAPITAL OUTLAY	184,920	
7900	RESERVE FOR CONTINGENCIES		184,920
Total Reference B026158		\$184,920	\$184,920
Reason: Special Project Adjustment			
Description: Barrier removal campuswide project contingency			
B026162	06/30/19		
6000	CAPITAL OUTLAY		341,858
7900	RESERVE FOR CONTINGENCIES	341,858	
Total Reference B026162		\$341,858	\$341,858
Reason: Special Project Adjustment			
Description: Allocate to SP #3616 for ADA 2M transfer SCC			
B026169	06/30/19		
6000	CAPITAL OUTLAY		58,051
7900	RESERVE FOR CONTINGENCIES	58,051	
Total Reference B026169		\$58,051	\$58,051
Reason: Special Project Adjustment			
Description: Allocate funds to proj #3673/3580 for planning/mgmt			
B026184	06/30/19		
6000	CAPITAL OUTLAY		369,840
7900	RESERVE FOR CONTINGENCIES	369,840	
Total Reference B026184		\$369,840	\$369,840
Reason: Special Project Adjustment			
Description: Correct negative budget			
<u>Fund 43: Bond Fund, Measure Q</u>			
B026236	06/30/19		
6000	CAPITAL OUTLAY		899,380
7900	RESERVE FOR CONTINGENCIES	899,380	
Total Reference B026236		\$899,380	\$899,380
Reason: Special Project Adjustment			
Description: Allocate interest/interest expense to SP3035			
<u>Fund 63: Retiree Benefits Fund</u>			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 06/30/2019 To 06/30/2019

Board Meeting on 08/12/2019

BUDGET TRANSFERS		From	To
B026242	06/30/19		
5000	OTHER OPERATING EXP & SERVICES		4,000
7900	RESERVE FOR CONTINGENCIES	4,000	
Total Reference B026242		\$4,000	\$4,000
Reason:	Special Project Adjustment		
Description:	To cover negative balance		
B026259	06/30/19		
3000	EMPLOYEE BENEFITS		1,000,000
7900	RESERVE FOR CONTINGENCIES	1,000,000	
Total Reference B026259		\$1,000,000	\$1,000,000
Reason:	Special Project Adjustment		
Description:	Cover negative balance		
Fund 71: Associated Students Fund			
B026065	06/30/19		
5000	OTHER OPERATING EXP & SERVICES		2,488
7900	RESERVE FOR CONTINGENCIES	2,488	
Total Reference B026065		\$2,488	\$2,488
Reason:	Special Project Adjustment		
Description:	To cvr expense for FY 18/19		
Fund 79: Diversified Trust Fund			
B026171	06/30/19		
2000	CLASSIFIED SALARIES	1,190	
3000	EMPLOYEE BENEFITS		3,051
5000	OTHER OPERATING EXP & SERVICES	460	
7900	RESERVE FOR CONTINGENCIES	1,401	
Total Reference B026171		\$3,051	\$3,051
Reason:	Adjustment		
Description:	Cover negative balances for Fund 79		
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
Fund 12: General Fund Restricted			
B026073	06/30/19		
8600	STATE REVENUES	122,431	
5000	OTHER OPERATING EXP & SERVICES		122,431
Total Reference B026073		\$122,431	\$122,431
Reason:	Adjustment		
Description:	New one-time allocation for staff development		
B026102	06/30/19		
8600	STATE REVENUES	(37,653)	
1000	ACADEMIC SALARIES		(37,653)
Total Reference B026102		\$(37,653)	\$(37,653)
Reason:	Special Project Adjustment		
Description:	TO fund CAEP Coordinator at SAC and balance project		
B026103	06/30/19		
8600	STATE REVENUES	37,653	
1000	ACADEMIC SALARIES		22,929
3000	EMPLOYEE BENEFITS		14,724
Total Reference B026103		\$37,653	\$37,653
Reason:	Special Project Adjustment		
Description:	TO fund CAEP Coordinator at SAC-SEC and balance project		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 06/30/2019 To 06/30/2019

Board Meeting on 08/12/2019

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B026199	06/30/19		
8600	STATE REVENUES	(29,272)	
1000	ACADEMIC SALARIES		3,700
3000	EMPLOYEE BENEFITS		911
5000	OTHER OPERATING EXP & SERVICES		(33,883)
Total Reference B026199		\$(29,272)	\$(29,272)
Reason:	Special Project Adjustment		
Description:	Clear negative balances SP #2155		
B026200	06/30/19		
8600	STATE REVENUES	29,272	
1000	ACADEMIC SALARIES		5,414
3000	EMPLOYEE BENEFITS		21,020
4000	SUPPLIES & MATERIALS		2,838
Total Reference B026200		\$29,272	\$29,272
Reason:	Special Project Adjustment		
Description:	Clear negative balances SP #2155		
B026255	06/30/19		
8600	STATE REVENUES	9,109	
1000	ACADEMIC SALARIES		71,589
2000	CLASSIFIED SALARIES		(26,650)
3000	EMPLOYEE BENEFITS		(13,374)
4000	SUPPLIES & MATERIALS		(3,664)
5000	OTHER OPERATING EXP & SERVICES		(18,792)
Total Reference B026255		\$9,109	\$9,109
Reason:	Special Project Adjustment		
Description:	Clear negative balances 3SP project 2417		
<u>Fund 41: Capital Outlay Projects Fund</u>			
B026191	06/30/19		
8900	OTHER FINANCING SOURCES	2,500,000	
6000	CAPITAL OUTLAY		2,500,000
Total Reference B026191		\$2,500,000	\$2,500,000
Reason:	Special Project Adjustment		
Description:	Transfer from SAC to RHR (Health Sci) Project #2398		
<u>Fund 43: Bond Fund, Measure Q</u>			
B026235	06/30/19		
8800	LOCAL REVENUES	476,691	
5000	OTHER OPERATING EXP & SERVICES		(37,688)
7900	RESERVE FOR CONTINGENCIES		514,379
Total Reference B026235		\$476,691	\$476,691
Reason:	Special Project Adjustment		
Description:	Adjust budget to actual		
<u>Fund 74: Student Financial Aid Fund</u>			
B026269	06/30/19		
8100	FEDERAL REVENUES	81,256	
7000	OTHER OUTGO		81,256
Total Reference B026269		\$81,256	\$81,256
Reason:	Special Project Adjustment		
Description:	Align 18/19 SEOG BGT to Allocation - SAC		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 06/30/2019 To 06/30/2019

Board Meeting on 08/12/2019

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B026271	06/30/19		
8600	STATE REVENUES	176,993	
7000	OTHER OUTGO		176,993
Total Reference B026271		\$176,993	\$176,993
Reason:	Special Project Adjustment		
Description:	Align 18/19 CalGrant BGT to Revenue - SCC		
B026272	06/30/19		
8600	STATE REVENUES	659,414	
7000	OTHER OUTGO		659,414
Total Reference B026272		\$659,414	\$659,414
Reason:	Special Project Adjustment		
Description:	Align 18/19 CalGrant to Revenue - SAC		
B026274	06/30/19		
8600	STATE REVENUES	(283,551)	
7000	OTHER OUTGO		(283,551)
Total Reference B026274		\$(283,551)	\$(283,551)
Reason:	Special Project Adjustment		
Description:	Delete FTSS PY BGT - SAC		
B026275	06/30/19		
8600	STATE REVENUES	(58,750)	
7000	OTHER OUTGO		(58,750)
Total Reference B026275		\$(58,750)	\$(58,750)
Reason:	Special Project Adjustment		
Description:	Align CCCG PY BGT with Revenue - SAC		
B026276	06/30/19		
8600	STATE REVENUES	(106,872)	
7000	OTHER OUTGO		(106,872)
Total Reference B026276		\$(106,872)	\$(106,872)
Reason:	Special Project Adjustment		
Description:	Align Dream Act BGT w/ Revenue - SAC		
B026277	06/30/19		
8600	STATE REVENUES	83,000	
7000	OTHER OUTGO		83,000
Total Reference B026277		\$83,000	\$83,000
Reason:	Special Project Adjustment		
Description:	Align 18/19 SSCG PY BGT W/REV - SAC		
B026279	06/30/19		
8600	STATE REVENUES	32,042	
7000	OTHER OUTGO		32,042
Total Reference B026279		\$32,042	\$32,042
Reason:	Special Project Adjustment		
Description:	Align 18/19 Pell PY BGT to Revenue - SAC		

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 06/30/2019 To 06/30/2019
Board Meeting on 08/12/2019**

BACKGROUND

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

ANALYSIS

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

INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/30/19	J054850	Overspent NSF IUSE SAC - FD 12 to FD 11	153.31
06/30/19	J054861	Overspent CA Career Pathway Trust - FD 12 to FD 11	21.54
06/30/19	J054863	Overspent CAMP 2 Program Income - FD 12 to FD 11	222.38
06/30/19	J054914	Overspent SCC Care Program - FD 12 TO FD 11	70.99
06/30/19	J054915	Overspent SAC PY Care Program - FD 12 to FD 11	1.31
06/30/19	J054916	Ovrspnt BSI SAC - FD12 to FD11	315.60
06/30/19	J054935	Overspent SCC CA Career Pathway Trust - FD 12 TO FD 11	52.53
06/30/19	J054936	Ovrspnt SCC EOPS FD12 to FD11	548.22
06/30/19	J054941	Overspent SAC CA Career Pathway Trust - FD 12 FD 11	25.06
06/30/19	J054957	Overspent Santa Ana MCHS PY - FD 12 TO FD 11	59.58
06/30/19	J054958	Overspent CAMP SCC - FD 12 TO FD 11	11,031.56
06/30/19	J054963	Underspent Construction Technology - FD 11 to FD 12 To close out project	1.92
06/30/19	J055001	Overspent Zero Textbook Cost Degree - FD 12 TO FD 11	0.32
06/30/19	J055009	Overspent SAC VETS UPWARD BOUND- FD12 TO FD11	6.10
06/30/19	J055019	Overspent Song Brown RN Capitation - FD 12 to FD 11	1.46
06/30/19	J055020	Overspent Song Brown RN Capitation 16-17 - FD 12 TO FD 11	2,876.51
06/30/19	J055021	Overspent SSSP Non-credit SAC PY - FD 12 TO FD 11	1.70
06/30/19	J055022	Underspent SSSO Non-credit SCC PY - FD 12 to FD 11	3.07
06/30/19	J055028	Reverse J054958	11,031.56
06/30/19	J055030	Overspent CAMP SCC - FD 12 TO FD 13	11,031.56
06/30/19	J055031	Overspent Child Development Center Campus - FD 33 TO FD 11	4.00
06/30/19	J055042	Overspent Student Equity PY SAC - FD 12 TO FD 11	0.01
06/30/19	J055043	Overspent Student Equity PY SCC - FD 12 TO FD 11	0.40
06/30/19	J055060	Underspent CA Campus Catalyst Fund-Fd 11 to Fd 12	32.23
06/30/19	J055062	Overspent Song Brown RN Special Program - FD 12 TO FD 11	81.10
06/30/19	J055063	Overspent MESA PY - FD 12 TO FD 11	2.56
06/30/19	J055064	Overspent SSSP SAC PY - FD 12 TO FD 11	11.27
06/30/19	J055065	Ovrspnt SAC DSPTS- FD12 TO FD11	37,326.02
06/30/19	J055076	Underspent VCR Ongoing Funding - FD 12 TO FD 11	626.38
06/30/19	J055077	Overspent MESA PY - FD 12 TO FD 11	48.24
06/30/19	J055081	Overspent CALWORKS SCC - FD 12 TO FD 11	57.09
06/30/19	J055082	Overspent TANF SCC - FD 12 TO FD 11	292.20
06/30/19	J055083	Underspent CALWORKS SAC PY - FD 11 TO FD 12	0.67
06/30/19	J055095	Overspent TITLE V SCC DEV HSI PROG - FD 12 TO FD 11	247.74
06/30/19	J055096	Overspent RHT CHABOT LAS POSITA - FD 12 TO FD 11	0.46
06/30/19	J055097	Overspent EHS OPERATING 2018 - FD 12 TO FD 11	159.98
06/30/19	J055098	Overspent EHS Operating TTA 2018 - FD 12 TO FD 11	0.01
06/30/19	J055102	Ovrspnt DSN RHT FD12 TO FD11	0.72
06/30/19	J055105	Overspent JAIL 225 ABE-VESL OEC - FD 12 TO FD 11	152.07
06/30/19	J055107	Underspent BSI FD 11 to FD 12	0.02
06/30/19	J055129	Underspent REI CLINICS SCC PY - FD 11 TO FD 12	6,634.19
06/30/19	J055130	Overspent ABE-ESL CEC - FD 12 TO FD 11	183.63

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 06/30/2019 To 06/30/2019
Board Meeting on 08/12/2019**

INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/30/19	J055134	Overspent Adult Education Block - FD 12 TO FD 11	0.02
06/30/19	J055135	Overspent FA BFAP SCC - FD 12 TO FD 11	3.69
06/30/19	J055141	Underspent BSI SAC Revised - FD 12 TO FD 11	21.61
06/30/19	J055142	Underspent AEBG - FD 11 TO FD 12	0.03
06/30/19	J055152	Ovrspnt FWS SCC FD12 TO FD11	23,148.27
06/30/19	J055154	Overspent Title III HIS-STEM - FD 12 TO FD 11	926.03
06/30/19	J055171	Overspent EL CIVICS CEC - FD 12 TO FD 11	754.51
06/30/19	J055172	Overspent El Civics CEC - FD 12 TO FD 11	208.10
06/30/19	J055174	Overspent ABE GED CEC - FD 12 TO FD 11	127.12
06/30/19	J055185	Overspent Econ Dev-DSN ICT-Fd	170.24
06/30/19	J055189	Overspent K12 SWP Pathway Impr	4,189.68
06/30/19	J055191	Overspent OCTPP-Fd 12 to Fd 11	3,760.40
06/30/19	J055212	Underspent ICT/DM DSN Chabot-Las - FD11 TO FD12	0.50
06/30/19	J055229	Overspent SBA CSUF 2018 - FD 12 TO FD 11	16.32
06/30/19	J055232	To correct J055229	0.09
06/30/19	J055265	To reverse J055109	0.40
06/30/19	J055266	To reverse J055151	1.00
06/30/19	J055267	To reverse J055230	0.70

INTERFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/30/19	J054659	Trnsfr fund for SP2398	2,500,000.00
06/30/19	J054978	Correct V0711642	52,100.00
06/30/19	J055246	Rcrd intrfnd trns FD11 TO FD33	140,000.00

RECOMMENDATION

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

4.2 (12)

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Amendment to Agreement (SCFF) – Cambridge West Partnership, LLC	
Action:	Request for Approval	

BACKGROUND

On September 24, 2018 the Board of Trustees approved an agreement with Cambridge West Partnership, LLC (CWP) to provide consulting services and to assist the District with the Student Centered Funding Formula (SCFF).

ANALYSIS

Due to on-going changes in the SCFF’s formulas, metrics, counts, transfer data and other unforeseeable changes, it has become necessary to extend the term of the agreement with CWP from April 2019 to June 2019.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment to Agreement (SCFF) with Cambridge West Partnership, LLC as presented.

Fiscal Impact:	None	Board Date: August 12, 2019
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 12th day of August in the year 2019, between **Cambridge West Partnership, LLC**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT entered into on September 24, 2018 and to provide consulting services to assist the District with the Student Centered Funding Formula. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract duration period from April 30, 2019 to be through June 30, 2019.
- B. Except as amended herein, the terms and conditions of AGREEMENT effective September 24, 2018, shall remain in full force and effect.

Cambridge West Partnership, LLC

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

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations/Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College
District
2323 N. Broadway, Suite 404-1
Santa Ana, CA 92702
Attn: Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services

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

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Agreement (SCFF & Budget) with Cambridge West Partnership, LLC	
Action:	Request for Approval	

BACKGROUND

On September 24, 2018 the Board of Trustees approved an agreement with Cambridge West Partnership, LLC (CWP) to provide the RSCCD with assistance on the Student Centered Funding Formula (SCFF) and to assist in developing a new internal District Budget Allocation Model to mirror changes in the SCFF.

ANALYSIS

RSCCD requests that the Board of Trustees approve the Professional Services Agreement with CWP for the continuation of services to assist with evaluation of the current District’s Budget Allocation Model (BAM); evaluation of individual college data using SCFF metrics; review available SCFF metrics for the past five (5) years to establish trends for each metric; develop an outcomes comparison of the surrounding districts and colleges and to develop a draft multi-college internal budget allocation model based on current data and district wide priorities.

The Agreement with CWP is at a rate of \$160 per hour for all work, with a not to exceed cost of \$60,000. Any requested printing will be billed separately.

Funding in the amount of \$15,760 for this service is being provided by the State Chancellor’s Office Institutional Effectiveness Partnership Initiative (IEPI), the remaining \$44,240 will be funded from the Business Operations/Fiscal Services operating budget. This agreement is for the period July 1, 2019 through June 30, 2020.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement for assistance with the SCFF and a budget allocation model with Cambridge West Partnership, LLC as presented.

Fiscal Impact:	\$60,000	Board Date: August 12, 2019
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal 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 Cambridge West Partnership, LLC, having its principal business address located at 2472 Chambers Road, Suite 210, Tustin, California 92780 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 1, 2019, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Sixty Thousand Dollars (\$60,000.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no

right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District (“Confidential Information”). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District’s policies and procedures, that

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

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

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

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

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

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

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

Contractor: C.M. Brahmhatt, Managing Director
2472 Chambers Road, Suite 210
Tustin, CA 92780
CM@cambridgewestpartnership.com

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

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

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

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

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

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

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

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

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

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

Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

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

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a

governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: C.M. Brahmbhatt

Print Title: Managing Director

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.

CWP will assist the District with the development of a Multi-college district internal revenue allocation model and will provide the Fiscal Resources Committee (FRC) members with an understanding of the SCFF as well as identifying focus areas to improve outcome elements at the college level.

The District allocation model assistance will include the following tasks:

1. Evaluation of the current district's Budget Allocation Model (BAM)
2. Evaluation of individual college data using SCFF metrics
3. Review available SCFF metrics (past 5 years) to establish trends for each metric
4. Develop an outcomes comparison of the surrounding districts and colleges
5. Develop a draft multi-college internal allocation model based on current data and district wide priorities

Process – Participate in the District steering committee meetings to:

1. Improve awareness and understanding of the SCFF elements
2. Discuss the Vision for Success goal alignment requirements outlined in the trailer bill
3. Review, modify and propose the draft revenue allocation model using college specific SCFF data elements
4. Review and discuss the outcomes comparisons data and identify SCFF topics to discuss at the colleges
5. Work with the FRC to identify potential data integrity abnormalities

We anticipate completing this project in 375 hours at a rate of \$160.00 per hour or a total not to exceed \$60,000. Actual hours will be billed. Printing (if requested) will be billed separately. All invoices must include the Purchase Order number.

Based on the findings, the project scope and schedule may change with the agreement of both parties.

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Public Hearing for the 2019-2020 Proposed Adopted Budget	
Action:	Request for Approval	

BACKGROUND

The California Code of Regulations, Title 5, Sections 58301 and 58305 require the governing board of each community college district to hold a public hearing and adopt a final budget on or before the fifteenth of September of each year.

ANALYSIS

The adoption of the 2019-2020 Rancho Santiago Community College District budget is scheduled for the September 9, 2019 Board meeting. In accordance with the CCR Title 5, §58301, the governing board of each district shall hold a public hearing on the proposed adopted budget prior to the adoption of the proposed budget. This will provide members of the public with advanced notice of the public hearing at the September 9th Board meeting.

The proposed 2019-2020 Adopted Budget will be available for public display and review September 4th through September 6th 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. The public hearing is scheduled on September 9, 2019 at the regularly scheduled Board of Trustees meeting at 4:30 p.m. in the RSCCD Boardroom (107), 2323 N. Broadway, Santa Ana, CA, 92706.

RECOMMENDATION

It is recommended that the Board of Trustees hold a public hearing on the 2019-2020 proposed Adopted Budget at the September 9, 2019 Board of Trustee meeting.

Fiscal Impact:	Not Applicable	Board Date: August 12, 2019
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Quarterly Investment Report as of June 30, 2019	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended June 30, 2019 is submitted in accordance with Section 53646(b) of the Government Code. The District's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF). In addition, the OPEB Irrevocable Trust is managed by Public Agency Retirement Services (PARS) and invested with Vanguard funds.

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of June 30, 2019 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended June 30, 2019, (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" and Performance Report for the period ending June 30, 2019, and (4) a copy of the District's OPEB Post-employment Benefits Trust account report for the period ending June 30, 2019 from PARS.

All investments for the quarter ended June 30, 2019 are in accordance with Board Policy 6320, and there has been no change in the policy during this quarter.

RECOMMENDATION

The quarterly investment report as of June 30, 2019 is presented as information.

Fiscal Impact:	None	Board Date: August 12, 2019
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Rancho Santiago Community College District
Statement of Cash
June 30, 2019

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	26,105,418	2.34%	April - June	7.32%
Bond Sinking Funds	31,292,625	2.34%	April - June	8.78%
All Other Funds	293,924,279	2.34%	April - June	82.45%
Local Agency Investment Fund (LAIF)	157,746	2.57%	April - June	0.04%
Revolving Fund, Refundable Deposits and Cash in Banks	5,026,854	0.50%	April - June	1.41%
	<u>356,506,922</u>			<u>100.00%</u>



OFFICE OF THE TREASURER-TAX COLLECTOR
SHARI L. FREIDENRICH, CPA, CCMT, CPFA, ACPFIM



INTERDEPARTMENTAL COMMUNICATION

Date: July 22, 2019

To: Supervisor Lisa Bartlett, Chairwoman
Supervisor Michelle Steel, Vice-Chair
Supervisor Andrew Do
Supervisor Doug Chaffee
Supervisor Donald P. Wagner

From: Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM *SJF*

Subject: Treasurer's Investment Report for the Month Ended June 30, 2019

Attached please find the Treasurer's Investment Report for the County of Orange for the month ended June 30, 2019. The County Treasurer provides this report in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information including charts on fund composition and the top ten pool participants. This report is also publicly available on our website at ocgov.com/ocinvestments.

INVESTMENT POOL COMPOSITION

The investments contained within this report are as of June 30, 2019. The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool (OCIP) that includes the Voluntary Participants' funds, the Orange County Educational Investment Pool (OCEIP), the John Wayne Airport Investment Fund and various other non-Pooled investment funds. The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner which will provide maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The County Treasurer established three short-term funds, the Orange County Money Market Fund (OCMMF), the Orange County Educational Money Market Fund (OCEMMF), and the John Wayne Airport Investment Fund, which all are invested in cash-equivalent securities and provide liquidity for immediate cash needs. Standard & Poor's, on September 28, 2018, reaffirmed their highest rating of AAAM on the OCMMF and the OCEMMF. The County Treasurer also established the Extended Fund that is generally invested to meet longer-term cash needs up to five years. The Orange County Investment Pool is comprised of the Orange County Money Market Fund and portions of the Extended Fund. The Orange County Educational Investment Pool is comprised of the Orange County Educational Money Market Fund and portions of the Extended Fund.

The maximum maturity of investments for the OCMMF and the OCEMMF is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 31 and 44, respectively. The maximum maturity of investments for the John Wayne Airport Investment Fund is 15 months, with a maximum WAM of 90 days, and a current WAM of 78. The maximum maturity of the Extended Fund is five years, with duration not to exceed 1.5 years, and the duration is currently at 1.04. The investments in all of the funds are marked to market daily to calculate the daily fair value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

ECONOMIC UPDATE

In June 2019, the job market added 224,000 new jobs, and May's job numbers were revised downward by 3,000 to 72,000. The U.S. unemployment rate for June increased to 3.7% from 3.6% in May. The Empire State Manufacturing Index fell to -8.6 from 17.8 in May. The Philadelphia Fed Index decreased to 0.3, from 16.6 in May. The Federal Reserve uses these indexes as regional economic gauges, and a reading above zero signals economic expansion. With respect to

housing, S&P/CaseShiller reported that year-over-year housing prices increased for the eighty-fourth consecutive month in April, up 3.54% from a year ago, but continues to rise by an increasingly smaller percentage each month. The index for pending home sales decreased 0.8% on a year-over-year basis in May, from 0.4% in April.

The 10-year Treasury rate decreased from 2.14% in May to 2.00% in June. The short-term 90-day T-bill decreased from 2.35% at the end of May to 2.12% at the end of June. The rate on the 2-year Treasury note was 1.75% at the end of June, a decrease from the May rate of 1.95%.

INVESTMENT INTEREST YIELDS AND FORECAST

The gross and net interest yields for fiscal year 2018/2019 were 2.11% and 2.05% for OCIP and 2.09% and 2.03% for OCEIP, slightly higher for OCIP and the same for OCEIP as the revised forecasted gross interest yields of 2.09% and 2.03%, respectively. We expect to provide our updated forecasted gross and net yield for fiscal year 2019/2020 next month.

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution for April 2019 and May 2019 interest apportionments are expected to be paid in July 2019 and August 2019, respectively. The investment administrative fee (Fee) for fiscal year 2018/2019 is estimated at 5.9 basis points. The estimated Fee for fiscal year 2019/2020 will be provided next month and is not expected to be significantly different than the current Fee of 5.9 basis points.

The County Treasurer completed the review of the Fee for fiscal year 2016/2017. The total refund to participants is approximately \$23,000. Participants received refunds in June 2019 based on their balances in that fiscal year. In addition, we identified that interest income from Money Market Mutual Funds had not been posted to pool participant accounts since October 2017. This income was posted to pool participant accounts in July 2019, and procedures have been implemented to ensure that this income is posted timely going forward.

TEMPORARY TRANSFERS

The County Treasurer, as required by Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 15-016, is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. There are no temporary transfers outstanding as of June 30, 2019.

PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS

Under guidelines outlined in the current IPS, the County Treasurer may invest in "AA" or above rated securities issued by municipalities. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. The Investment Pools may invest no more than 5% of individual pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$402 million in County of Orange debt, which represents approximately 4.1% of total pooled assets. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

COMPLIANCE SUMMARY

The investment portfolios had no compliance exceptions for the month of June, 2019. The Auditor-Controller issued their report on Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended March 31, 2019, which stated that no instances of noncompliance were identified.

CREDIT UPDATE

During June, there were two changes to the Treasurer's Approved Issuer List. On June 10, 2019 Moody's changed the Walmart Inc. Outlook from Negative to Stable, and the footnote for Toronto-Dominion Bank NY was corrected to reflect the correct L/T issuer credit rating change. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly and annual basis.

I certify that this report includes all pooled and non-pooled investments as of June 30, 2019 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on December 18, 2018. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures

cc: Distribution List

4.6 (4)

ORANGE COUNTY TREASURER-TAX COLLECTOR

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	JUNE 2019	MAY 2019	INCREASE (DECREASE)	NET CHANGE %	JUNE 2018	INCREASE (DECREASE)	NET CHANGE %
<u>Orange County Investment Pool (OCIP)</u>							
End Of Month Market Value ¹	\$ 4,239,244,793	\$ 4,557,632,821	\$ (318,388,028)	-6.99%	\$ 4,018,864,086	\$ 220,380,707	5.48%
End Of Month Book Value ¹	\$ 4,221,920,455	\$ 4,545,358,393	\$ (323,437,938)	-7.12%	\$ 4,039,514,424	\$ 182,406,031	4.52%
Monthly Average Balance	\$ 4,418,532,671	\$ 4,821,733,817	\$ (403,201,146)	-8.36%	\$ 4,344,890,956	\$ 73,641,715	1.69%
Year-To-Date Average Balance	\$ 4,463,311,973	\$ 4,427,716,263	\$ 35,595,710	0.80%	\$ 4,480,291,250	\$ (16,979,277)	-0.38%
Monthly Accrued Earnings ²	\$ 8,667,884	\$ 9,602,934	\$ (935,049)	-9.74%	\$ 5,873,804	\$ 2,794,080	47.57%
Monthly Net Yield ²	2.33%	2.29%	0.04%	1.79%	1.58%	0.74%	46.91%
Year-To-Date Net Yield ²	2.05%	2.02%	0.02%	1.22%	1.25%	0.80%	63.91%
Annual Estimated Gross Yield ³	2.11%	2.09%	0.02%	0.79%	1.31%	0.80%	60.91%
Weighted Average Maturity (WAM)	325	324	1	0.31%	350	(25)	-7.14%
<u>Orange County Educational Investment Pool (OCEIP)</u>							
End Of Month Market Value ¹	\$ 5,596,158,725	\$ 5,406,241,835	\$ 189,916,890	3.51%	\$ 4,932,226,510	\$ 663,932,215	13.46%
End Of Month Book Value ¹	\$ 5,574,907,821	\$ 5,391,467,219	\$ 183,440,602	3.40%	\$ 4,953,551,827	\$ 621,355,994	12.54%
Monthly Average Balance	\$ 5,294,486,408	\$ 5,427,301,952	\$ (132,815,544)	-2.45%	\$ 4,876,022,430	\$ 418,463,978	8.58%
Year-To-Date Average Balance	\$ 4,920,739,677	\$ 4,911,684,423	\$ 9,055,254	0.18%	\$ 4,634,872,915	\$ 285,866,762	6.17%
Monthly Accrued Earnings ²	\$ 10,391,201	\$ 10,801,510	\$ (410,309)	-3.80%	\$ 6,736,082	\$ 3,655,120	54.26%
Monthly Net Yield ²	2.31%	2.27%	0.04%	1.80%	1.61%	0.70%	43.40%
Year-To-Date Net Yield ²	2.03%	2.01%	0.03%	1.34%	1.25%	0.79%	63.31%
Annual Estimated Gross Yield ³	2.09%	2.09%	0.00%	0.17%	1.31%	0.79%	60.32%
Weighted Average Maturity (WAM) ⁴	310	344	(34)	-9.88%	302	8	2.65%

¹ Market values provided by Bloomberg and Northern Trust.

² In June 2019, The OCIP and OCEIP Monthly Accrued Earnings, Monthly Net Yields and Year-To-Date Net Yields were higher than the prior year primarily due to the eight Federal Reserve short-term rate increases totaling 2.00% since November 2016. The OCIP Monthly Accrued Earnings was less than the prior month primarily due to lower monthly average balances. In addition, the May 2019 and June 2018 yields are higher than prior reported yields due to the addition of the Money Market Mutual Funds (MMMF) interest income that was not posted timely.

³ The OCIP and OCEIP annual estimated gross yields for June 2019 are reported at the actual annual adjusted gross yields for both FY 17/18 and FY 18/19. The OCIP and OCEIP annual estimated gross yields for FY 18/19 are higher than adjusted FY 17/18 yields of 1.31%, primarily due to the eight Federal Reserve short-term rate increases totaling 2.00% since November 2016. These yields were adjusted for the additional interest income from the MMMFs.

⁴ The OCEIP WAM in June 2019 was lower than the prior month primarily due to investment purchases with shorter maturities due to expected higher liquidity needs.

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH, QUARTER, AND FISCAL YEAR ENDED: JUNE 30, 2019

INVESTMENT STATISTICS - By Investment Pool⁽¹⁾

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 6/30/19	MONTHLY Gross Yield	QUARTERLY Average Yield	ANNUAL Average Yield	Current NAV
COMBINED POOL BALANCES (includes the Extended Fund)							
Orange County Investment Pool (OCIP)	MARKET Value \$ 4,239,244,793	325	2.34%	2.39%	2.36%	2.11%	1.00
	COST (Capital) \$ 4,214,921,652						
	MONTHLY AVG Balance \$ 4,418,532,671						
	QUARTERLY AVG Balance \$ 4,915,606,324						
	ANNUAL AVG Balance \$ 4,463,311,973						
	BOOK Value \$ 4,221,920,455						
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$ 5,596,158,725	310	2.35%	2.37%	2.34%	2.09%	1.00
	COST (Capital) \$ 5,565,938,900						
	MONTHLY AVG Balance \$ 5,294,486,408						
	QUARTERLY AVG Balance \$ 5,316,066,244						
	ANNUAL AVG Balance \$ 4,920,739,677						
	BOOK Value \$ 5,574,907,821						

INVESTMENT STATISTICS - Non Pooled Investments⁽²⁾

DESCRIPTION	CURRENT BALANCE	INVESTMENT BALANCES AT COST	
Specific Investment Funds:			
283, 505, FVSD, CCCD	MARKET Value \$ 108,932,744	John Wayne Airport Investment Fund	\$ 52,064,399
	COST (Capital) \$ 107,617,557	Fountain Valley School District Fund 40	34,700,216
	MONTHLY AVG Balance \$ 107,612,761	CCCD Series 2017E Bonds	20,852,942
	QUARTERLY AVG Balance \$ 107,458,878		
	ANNUAL AVG Balance \$ 106,834,846		
	BOOK Value \$ 107,602,968		
			\$ 107,617,557

MONTH END TOTALS

INVESTMENTS & CASH		INVESTMENTS & CASH	
COUNTY MONEY MARKET FUND (OCMMF)			
County Money Market Fund	\$ 753,063,053	OCIP	\$ 4,223,722,905
County Cash	\$ 8,801,253	OCEIP	5,588,099,742
EXTENDED FUND	\$ 7,751,445,206	Specific Investment Funds	107,617,557
EDUCATIONAL MONEY MARKET FUND (OCEMMF)		Non-Pooled Cash	14,680,670
Educational Money Market Fund	\$ 1,276,352,293		
Educational Cash	\$ 22,160,842		
NON-POOLED INVESTMENTS & CASH			
Non-Pooled Investments	\$ 107,617,557		
Non-Pooled Cash	\$ 14,680,670		
	\$ 9,934,120,874		\$ 9,934,120,874

KEY POOL STATISTICS

INTEREST RATE YIELD	WEIGHTED AVERAGE MATURITY (WAM)
OCMMF - MONTHLY GROSS YIELD	31
OCEMMF - MONTHLY GROSS YIELD	44
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	78
OCIP - YTD NET YIELD ⁽³⁾	40
OCEIP - YTD NET YIELD ⁽³⁾	
90-DAY T-BILL YIELD - MONTHLY AVERAGE	

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH, QUARTER, AND FISCAL YEAR ENDED: JUNE 30, 2019

INVESTMENT STATISTICS - By Investment Fund

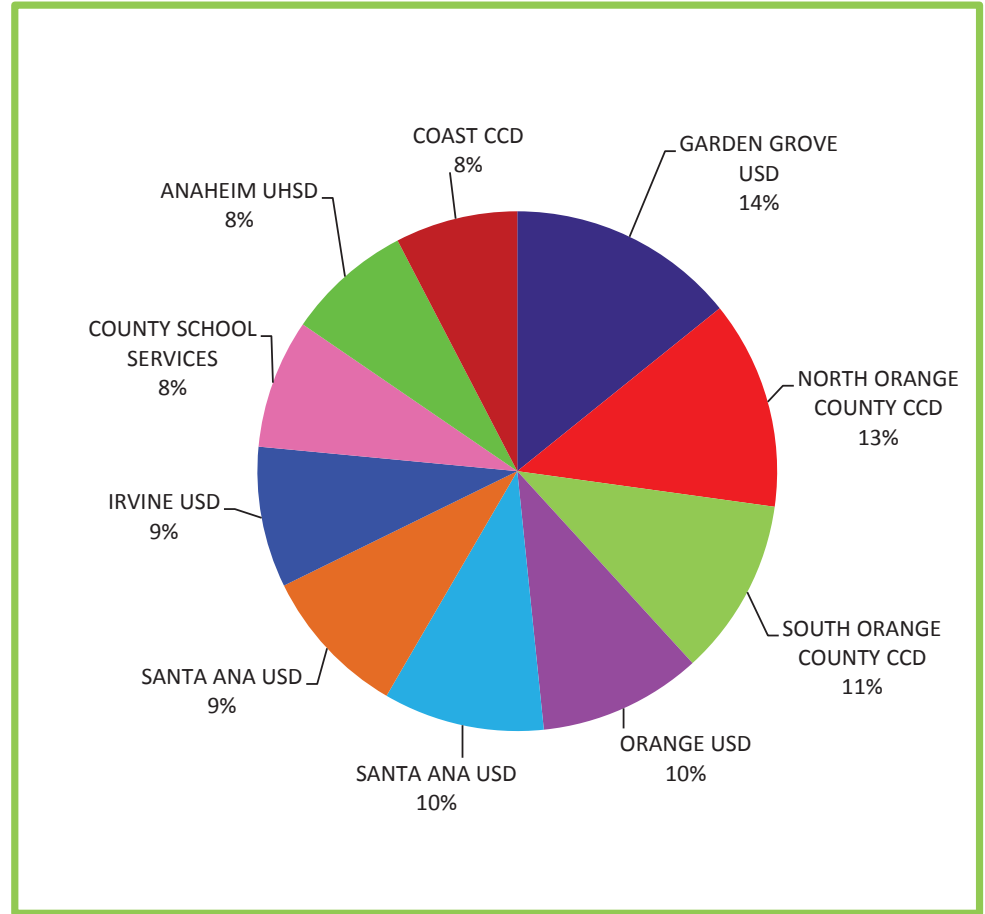
DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 6/30/19	MONTHLY Gross Yield	QUARTERLY Average Yield	Annual Average Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$ 754,373,471	31	2.26%	2.36%	2.39%	2.22%	1.00
	COST (Capital) \$ 753,063,053						
	MONTHLY AVG Balance \$ 869,959,303						
	QUARTERLY AVG Balance \$ 1,252,214,927						
	ANNUAL AVG Balance \$ 984,681,429						
	BOOK Value \$ 753,722,505						
<u>Educational Money Market Fund (OCEMMF)</u>	MARKET Value \$ 1,278,057,068	44	2.28%	2.37%	2.42%	2.27%	1.00
	COST (Capital) \$ 1,276,352,293						
	MONTHLY AVG Balance \$ 866,766,468						
	QUARTERLY AVG Balance \$ 750,851,498						
	ANNUAL AVG Balance \$ 948,911,843						
	BOOK Value \$ 1,277,466,127						
<u>Extended Fund</u>	MARKET Value \$ 7,802,972,979	389	2.36%	2.39%	2.35%	2.06%	1.00
	COST (Capital) \$ 7,751,445,206						
	MONTHLY AVG Balance \$ 7,976,293,308						
	QUARTERLY AVG Balance \$ 8,228,606,143						
	ANNUAL AVG Balance \$ 7,450,458,378						
	BOOK Value \$ 7,765,639,644						
ALLOCATION OF EXTENDED FUND							
<u>Extended Fund</u> <i>OCIP Share</i>	MARKET Value \$ 3,484,871,322	389	2.36%	2.39%	2.35%	2.06%	1.00
	COST (Capital) \$ 3,461,858,599						
	MONTHLY AVG Balance \$ 3,548,573,368						
	QUARTERLY AVG Balance \$ 3,663,391,397						
	ANNUAL AVG Balance \$ 3,478,630,544						
	BOOK Value \$ 3,468,197,950						
<i>OCEIP Share</i>	MARKET Value \$ 4,318,101,657	389	2.36%	2.39%	2.35%	2.06%	1.00
	COST (Capital) \$ 4,289,586,607						
	MONTHLY AVG Balance \$ 4,427,719,940						
	QUARTERLY AVG Balance \$ 4,565,214,746						
	ANNUAL AVG Balance \$ 3,971,827,834						
	BOOK Value \$ 4,297,441,694						
<i>Modified Duration</i>	1.04						

- (1) The Combined Pool Balances include the County and Educational Money Market Funds and the pools' respective portions of the Extended Fund.
- (2) Specific non-pooled investments are reported in compliance with Government Code Section 53646 (b)(1). Detailed descriptions are included in the inventory listing in Section VII of this report.
- (3) The Net Yield differs from the Monthly Gross Yield as it includes the Treasury Investment administrative fees.

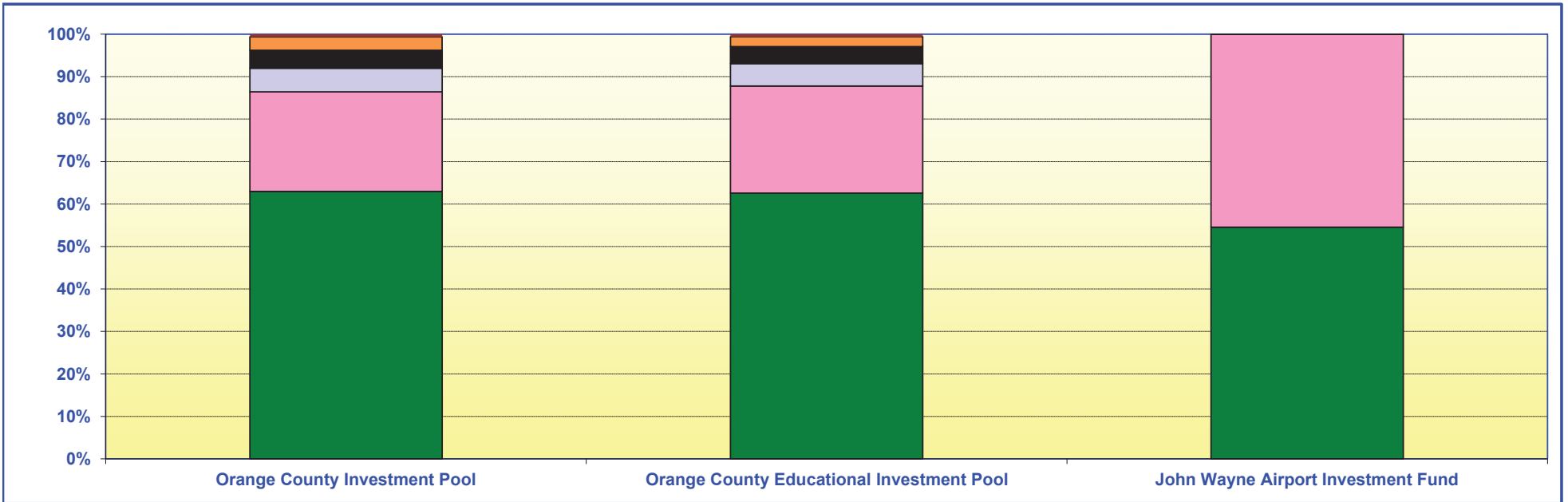
**ORANGE COUNTY EDUCATIONAL INVESTMENT POOL
TOP TEN POOL PARTICIPANTS
AS OF JUNE 30, 2019**

DISTRICT #	SCHOOL DISTRICT	BALANCE ⁽¹⁾
72	GARDEN GROVE USD	\$ 494,965,202 (1)
88	NORTH ORANGE COUNTY CCD	451,608,779 (1)
96	SOUTH ORANGE COUNTY CCD	384,063,295
80	ORANGE USD	353,299,537 (1)
84	SANTA ANA USD	348,957,828 (1)
92	RANCHO SANTIAGO CCD	325,630,179 (1)
75	IRVINE USD	305,100,525 (1)
94	COUNTY SCHOOL SERVICES	280,112,560
64	ANAHEIM UHSD	272,555,141 (1)
90	COAST CCD	265,252,502 (1)
TOTAL		<u>\$ 3,481,545,548</u>

(1) BALANCES INCLUDE GENERAL OBLIGATION BOND PROCEEDS



ORANGE COUNTY TREASURER - TAX COLLECTOR
BY INVESTMENT TYPE AT MARKET VALUE - By Percentage Holdings
 June 30, 2019



Orange County Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,668,692	62.95%
U. S. TREASURIES	994,618	23.46%
MEDIUM-TERM NOTES	235,479	5.55%
MUNICIPAL DEBT	179,618	4.24%
MONEY MARKET MUTUAL FUNDS	133,863	3.16%
LOCAL AGENCY INVESTMENT FUND	26,975	0.64%
	<u>\$ 4,239,245</u>	<u>100.00%</u>

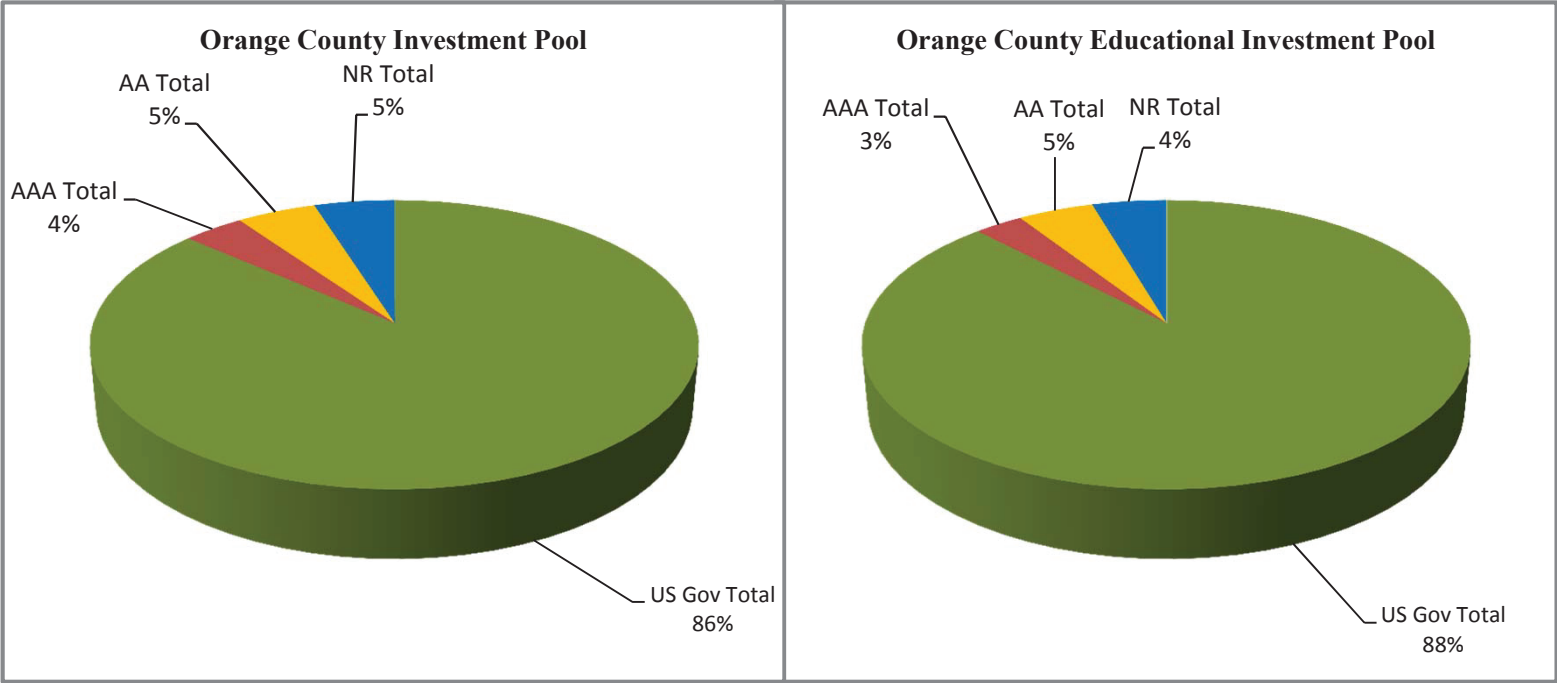
Orange County Educational Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 3,501,409	62.57%
U. S. TREASURIES	1,411,699	25.22%
MEDIUM-TERM NOTES	296,037	5.29%
MUNICIPAL DEBT	222,564	3.98%
MONEY MARKET MUTUAL FUNDS	131,024	2.34%
LOCAL AGENCY INVESTMENT FUND	33,425	0.60%
	<u>\$ 5,596,158</u>	<u>100.00%</u>

John Wayne Airport Investment Fund		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 28,560	54.56%
U. S. TREASURIES	\$ 23,776	45.43%
MONEY MARKET MUTUAL FUNDS	\$ 4	0.01%
	<u>\$ 52,340</u>	<u>100.00%</u>

4.6 (9)

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE

June 30, 2019



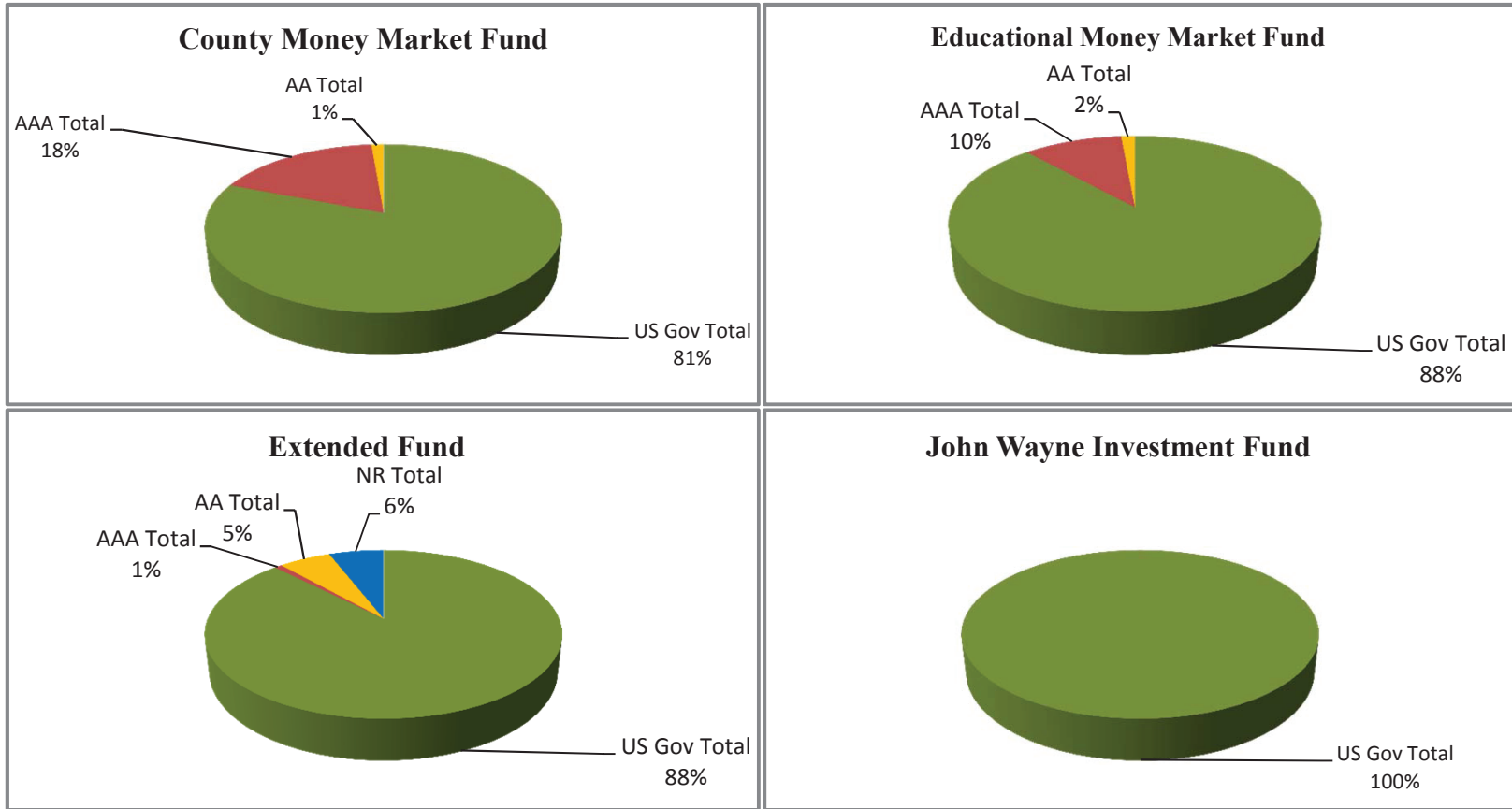
US GOV Includes Agency & Treasury Debt
AA includes AA+, AA-, & AA
A includes A+, A-, & A
NR Includes LAIF and Orange County Pension Obligation Bonds

4.6 (10)

ORANGE COUNTY TREASURER - TAX COLLECTOR

CREDIT QUALITY BY MARKET VALUE

June 30, 2019



4.6 (11)

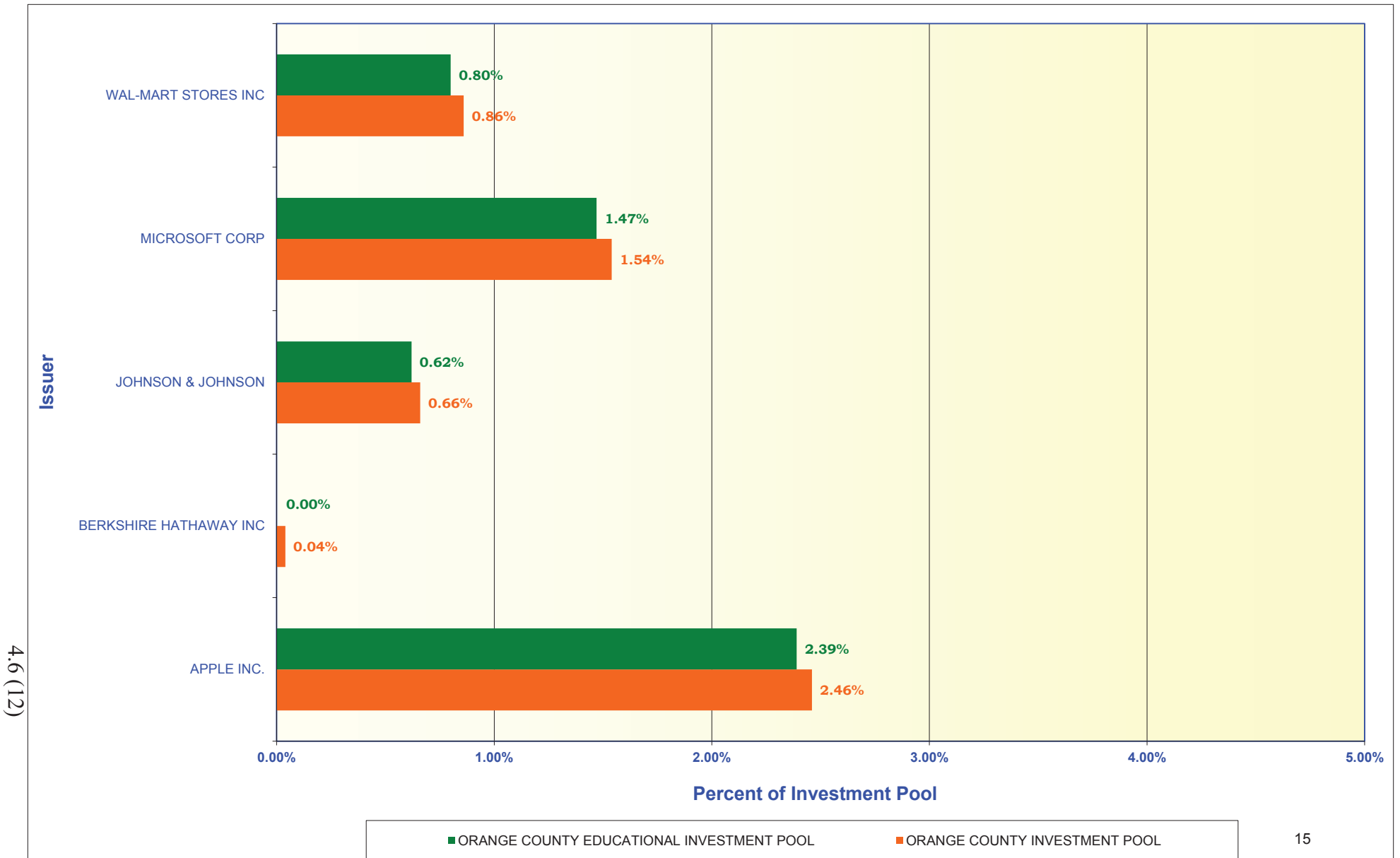
US GOV Includes Agency & Treasury Debt

AA includes AA+, AA-, & AA

A includes A+, A-, & A

NR Includes LAIF and Orange County Pension Obligation Bonds

ORANGE COUNTY TREASURER - TAX COLLECTOR
MEDIUM-TERM NOTES / CERTIFICATES OF DEPOSIT
ISSUER CONCENTRATION-By Investment Pool
 June 30, 2019



ORANGE COUNTY TREASURER-TAX COLLECTOR

APPROVED ISSUER LIST - OCIP, OCEIP, and JWA

June 30, 2019

ISSUER	S/T RATINGS			L/T RATINGS		
	S&P	Moody's	Fitch	S&P	Moody's	Fitch
U.S. TREASURY SECURITIES						
U.S. GOVERNMENT	A-1+	P-1	F1+	AA+	Aaa	AAA
U.S. GOVERNMENT AGENCY SECURITIES						
FEDERAL NATIONAL MORTGAGE ASSOCIATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN MORTGAGE CORPORATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN BANKS	A-1+	P-1	NR	AA+	Aaa	NR
FEDERAL FARM CREDIT BANKS	A-1+	P-1	F1+	AA+	Aaa	AAA
MEDIUM-TERM NOTES						
APPLE INC	A-1+	P-1	NR	AA+	Aa1	NR
JOHNSON & JOHNSON	A-1+	P-1	F1+	AAA	Aaa	AAA
MICROSOFT CORPORATION	A-1+	P-1	F1+	AAA	Aaa	AA+
ISSUERS ON HOLD						
TORONTO DOMINION BANK NY (MARCH, 2017) *	A-1+	P-1	F1+	AA-	Aa3	AA-
WALMART INC (JULY, 2018)**	A-1+	P-1	F1+	AA	Aa2	AA
MUNICIPAL BONDS						
ORANGE CNTY CA PENSION OBLG 2019 A	NR	NR	NR	NR	NR	NR
STATE POOL - LOCAL AGENCY INVESTMENT FUND						
LOCAL AGENCY INVESTMENT FUND	NR	NR	NR	NR	NR	NR
MONEY MARKET MUTUAL FUNDS ***						
NAME OF FUND	S & P		Moody's		Fitch	
INVESCO GOVERNMENT & AGENCY SHORT-TERM INVESTMENTS TRUST (AIM)	AAAm		Aaa-mf		AAAmf	
GOLDMAN SACHS FINANCIAL SQUARE GOVT FUND	AAAm		Aaa-mf		NR	
MORGAN STANLEY INSTITUTIONAL LIQUIDITY FUNDS - GOVT	AAAm		Aaa-mf		NR	
NORTHERN INSTITUTIONAL TREASURY PORTFOLIO	AAAm		NR		NR	

* Moody's downgraded its L/T issuer credit rating from Aa1 to Aa3 on September 24, 2018.

** S&P changed the Walmart Inc Outlook from Negative to Stable on June 10, 2019.

*** All money market funds are institutional money market funds investing in debt issued or guaranteed by the U.S. Government and its agencies.

ISSUERS - NO LONGER ON APPROVED ISSUER LIST ****						
BERKSHIRE HATHAWAY INC	A-1+	P-1	NR	AA	Aa2	A+
<i>BERKSHIRE HATHAWAY FINANCE</i>	NR	NR	NR	NR	Aa2	A+

**** Berkshire Hathaway, and Berkshire Hathaway Finance were removed from the Approved Issuer List as the 2019 Investment Policy Statement now requires a minimum issuer long-term credit rating of AA. Current holdings of these two issuers are less than \$2 million as of June 30, 2019.

Orange County Treasurer-Tax Collector
Changes in Approved Issuer's List
For the Month Ended June 30, 2019

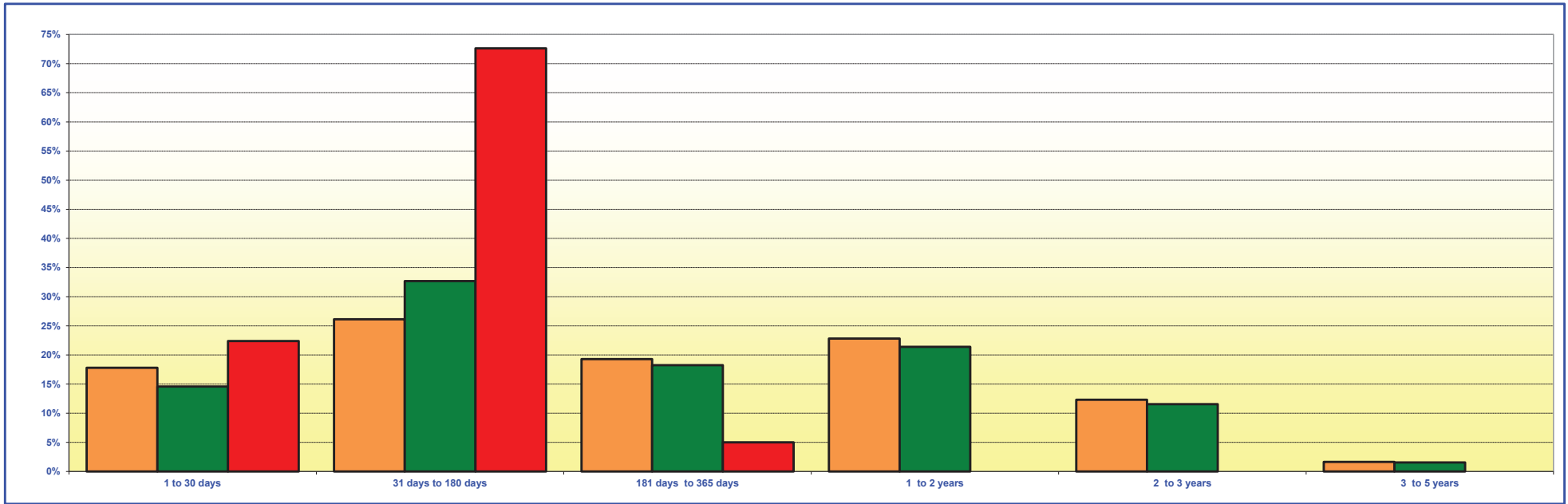
During June, there were two changes to the Treasurer's Approved Issuer List.

- On June 10, 2019, Moody's changed the Walmart Inc. Outlook from Negative to Stable.
- Moody's L/T issuer credit rating footnote for Toronto-Dominion Bank NY was corrected to reflect a L/T issuer credit rating downgrade on September 24, 2018 of AA1 to Aa3 from the previously reported L/T issuer rating downgrade from Aa2 to A2.

An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

**ORANGE COUNTY TREASURER - TAX COLLECTOR
MATURITIES DISTRIBUTION**

June 30, 2019



ORANGE COUNTY INVESTMENT POOL			
	In Thousands ⁽¹⁾⁽²⁾		%
1 TO 30 DAYS	\$	752,878	17.81%
31 TO 180 DAYS		1,104,900	26.13%
181 TO 365 DAYS		815,689	19.29%
1 YEAR TO 2 YEARS		964,535	22.81%
2 YEARS TO 3 YEARS		520,616	12.31%
3 YEARS TO 5 YEARS		69,718	1.65%
TOTAL	\$	4,228,336	100.00%

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL			
	In Thousands ⁽¹⁾⁽²⁾		%
1 TO 30 DAYS	\$	813,669	14.57%
31 TO 180 DAYS		1,824,139	32.67%
181 TO 365 DAYS		1,018,704	18.25%
1 YEAR TO 2 YEARS		1,195,155	21.41%
2 YEARS TO 3 YEARS		645,095	11.55%
3 YEARS TO 5 YEARS		86,387	1.55%
TOTAL	\$	5,583,149	100.00%

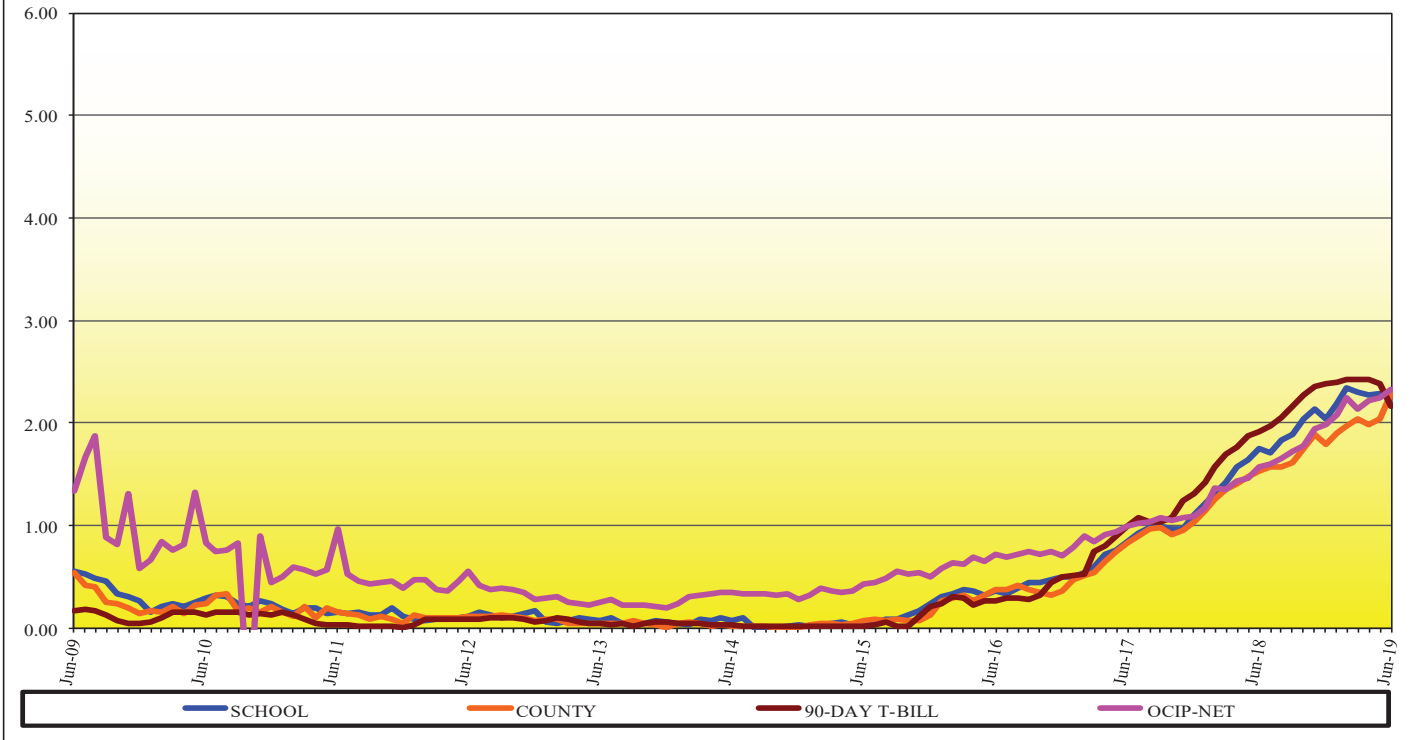
JOHN WAYNE AIRPORT INVESTMENT FUND			
	In Thousands ⁽¹⁾⁽²⁾		%
1 TO 30 DAYS	\$	11,749	22.39%
31 TO 180 DAYS		38,110	72.61%
181 TO 365 DAYS		2,625	5.00%
TOTAL	\$	52,484	100.00%

(1) Maturity limits are calculated using face value.

(2) Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date. At 6/30/2019, Floating Rate Notes comprise 1.34%, 1.26%, and 0.00% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Fund respectively.

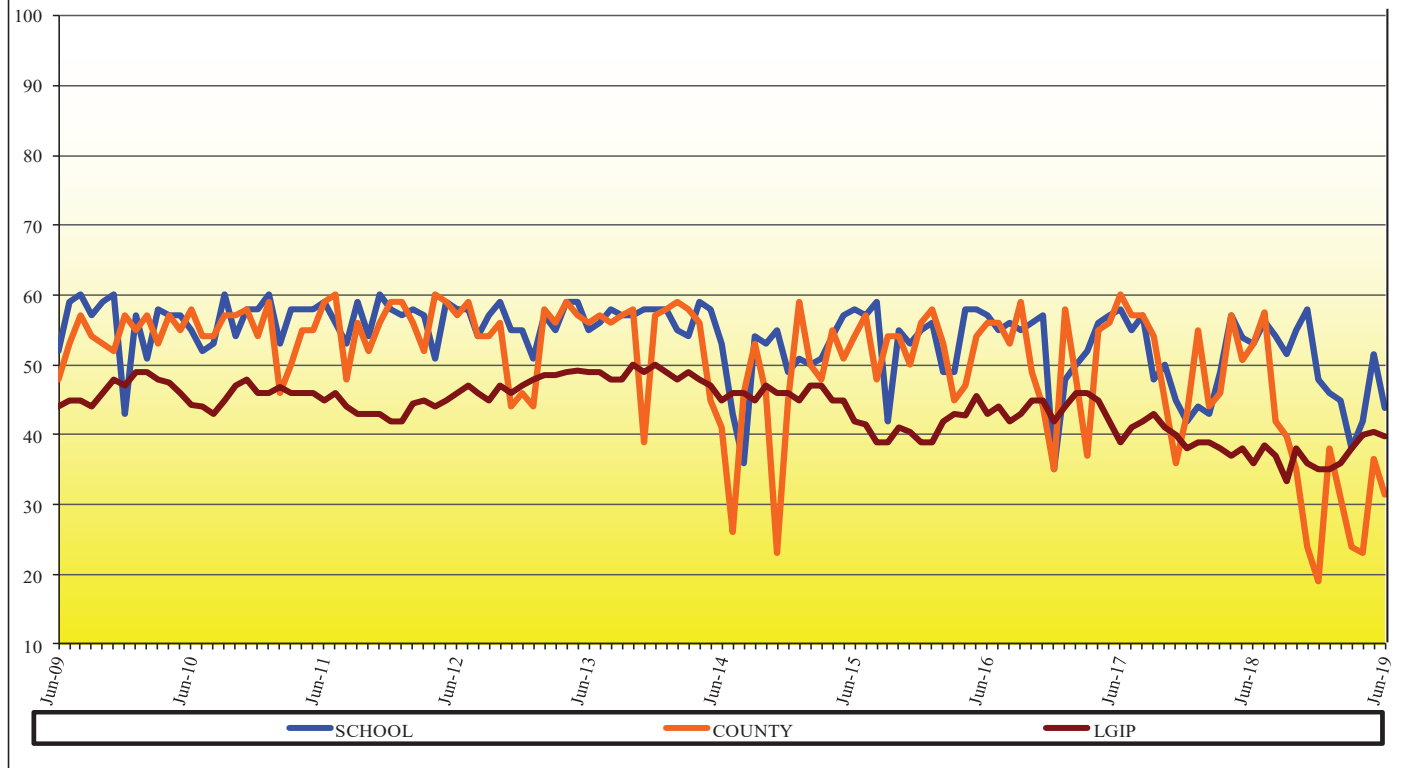
**ORANGE COUNTY MONEY MARKET POOLS vs SELECTED MONEY MARKET YIELDS
(INTEREST RATE YIELD)**

For The Period June 2009 to June 2019



**ORANGE COUNTY MONEY MARKET POOLS vs SELECTED AVERAGES
WEIGHTED AVERAGE MATURITY (WAM)**

For The Period June 2009 to June 2019



ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL YIELDS

July 1, 2018 - June 30, 2019

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<i>Current Month June 2019</i>				
OCMMF	\$ 754,373,471	\$ 1,686,999	2.36%	31
OCEMMF	\$ 1,278,057,068	\$ 1,690,613	2.37%	44
Extended Fund	\$ 7,802,972,979	\$ 15,681,474	2.39%	389
<i>May 2019</i>				
OCMMF	\$ 946,662,206	\$ 2,522,491	2.40%	36
OCEMMF	\$ 863,380,131	\$ 1,449,802	2.44%	52
Extended Fund	\$ 8,153,832,319	\$ 16,432,152	2.33%	400
<i>April 2019</i>				
OCMMF	\$ 1,473,136,985	\$ 3,268,647	2.41%	23
OCEMMF	\$ 673,755,896	\$ 1,385,453	2.45%	42
Extended Fund	\$ 8,469,216,639	\$ 16,026,764	2.32%	404
<i>March 2019</i>				
OCMMF	\$ 1,198,047,208	\$ 2,003,755	2.42%	24
OCEMMF	\$ 737,915,029	\$ 1,576,746	2.43%	38
Extended Fund	\$ 7,569,145,253	\$ 14,346,556	2.20%	373
<i>February 2019</i>				
OCMMF	\$ 959,764,688	\$ 1,446,952	2.39%	31
OCEMMF	\$ 818,406,110	\$ 1,728,742	2.47%	45
Extended Fund	\$ 7,765,300,719	\$ 13,865,935	2.33%	385
<i>January 2019</i>				
OCMMF	\$ 729,137,854	\$ 1,705,963	2.37%	38
OCEMMF	\$ 1,016,881,693	\$ 2,012,023	2.39%	46
Extended Fund	\$ 7,842,914,574	\$ 14,377,035	2.14%	389
<i>December 2018</i>				
OCMMF	\$ 1,321,837,296	\$ 2,795,061	2.25%	19
OCEMMF	\$ 1,024,704,481	\$ 1,712,928	2.31%	48
Extended Fund	\$ 8,032,587,705	\$ 13,770,790	2.07%	367
<i>November 2018</i>				
OCMMF	\$ 1,359,045,595	\$ 2,130,391	2.19%	24
OCEMMF	\$ 947,430,723	\$ 1,609,638	2.26%	58
Extended Fund	\$ 6,985,523,091	\$ 11,064,795	1.99%	430
<i>October 2018</i>				
OCMMF	\$ 1,261,626,895	\$ 1,750,806	2.12%	35
OCEMMF	\$ 806,665,529	\$ 1,662,005	2.16%	55
Extended Fund	\$ 6,608,660,258	\$ 10,301,655	1.82%	444
OC Extended Fund B	\$ -	\$ 87	N/A	N/A
<i>September 2018</i>				
OCMMF	\$ 623,483,218	\$ 975,522	1.98%	40
OCEMMF	\$ 964,913,807	\$ 1,779,321	2.05%	51
Extended Fund	\$ 6,595,008,880	\$ 9,646,462	1.77%	420
OC Extended Fund B	\$ -	\$ 174,919	N/A	N/A
<i>August 2018</i>				
OCMMF	\$ 659,580,340	\$ 898,008	1.91%	42
OCEMMF	\$ 1,135,219,335	\$ 2,119,169	1.97%	54
Extended Fund	\$ 6,595,429,549	\$ 9,597,798	1.69%	414
<i>July 2018</i>				
OCMMF	\$ 519,462,662	\$ 1,084,368	1.87%	58
OCEMMF	\$ 1,430,530,269	\$ 2,460,946	1.93%	56
Extended Fund	\$ 6,644,200,611	\$ 9,464,408	1.65%	432
Fiscal Year July 1, 2018 - June 30, 2019	Average Month End Market Value Balance	YTD Interest Income	YTD Gross Yield	YTD Average
OCIP	\$ 4,412,010,307	\$ 94,197,130	2.11%	323
OCEIP	\$ 4,968,723,948	\$ 103,835,042	2.09%	334
OC Extended Fund B	\$ -	\$ 175,006	N/A	N/A

NOTE: Schedule does include additional interest income earned from Money Market Mutual Funds (MMMF) in FY 18-19, ²⁰ but excludes interest income from MMMFs earned in FY 17-18.

ORANGE COUNTY TREASURER-TAX COLLECTOR
CASH AVAILABILITY PROJECTION
FOR THE SIX MONTHS ENDING DECEMBER 31, 2019

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is primarily relying on historical trends involving deposits and withdrawals and known future cash flows. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending December 31, 2019, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

ORANGE COUNTY INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
June 2019 - Ending Cash				\$ 8,801,253
July	\$ 873,238,465	\$ 305,663,727	\$ 959,302,595	228,400,850
August	389,936,204	377,518,945	369,509,713	626,346,286
September	248,766,114	361,267,125	407,491,736	828,887,789
October	179,390,713	1,079,413,716	467,460,546	1,620,231,672
November	133,836,142	1,599,996,914	1,185,795,494	2,168,269,234
December	77,642,490	2,229,451,909	2,008,128,039	2,467,235,594

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
June 2019 - Ending Cash				\$ 22,160,842
July	\$ 969,110,590	\$ 249,077,007	\$ 569,623,445	670,724,994
August	769,255,408	202,760,557	626,460,551	1,016,280,408
September	478,529,747	483,675,843	663,104,467	1,315,381,531
October	272,116,978	321,454,544	726,721,671	1,182,231,382
November	129,291,557	814,077,717	700,061,514	1,425,539,142
December	96,509,570	1,400,187,429	489,559,478	2,432,676,663

ORANGE COUNTY TREASURER-TAX COLLECTOR
STATEMENT OF ACCOUNTABILITY
FOR THE MONTH, QUARTER AND FISCAL YEAR ENDED JUNE 30, 2019

	<u>Month</u>	<u>Quarter</u>	<u>Year</u>
Treasurer's Accountability at the Beginning of the Period:	10,053,982,540	9,850,124,410	9,387,613,004
Cash Receipts:			
County	378,026,315	3,084,073,571	11,417,819,174
School and Community College Districts	946,249,642	2,934,030,217	8,699,998,487
Total Cash Receipts	1,324,275,957	6,018,103,788	20,117,817,661
Cash Disbursements:			
County	694,593,730	3,699,283,688	11,244,832,532
School and Community College Districts	750,103,250	2,232,313,164	8,323,990,240
Total Cash Disbursements	1,444,696,980	5,931,596,852	19,568,822,772
Net Change in Cost Value of Pooled Assets	(120,421,023)	86,506,936	548,994,889
Net Increase in Non-Pooled Investments	54,927	410,945	592,495
Net Increase (Decrease) in Non-Pooled Cash	504,430	(2,921,417)	(3,079,514)
Treasurer's Accountability at the End of the Period:	9,934,120,874	9,934,120,874	9,934,120,874
Assets in the Treasury at the End of the Period (at Cost Value):			
Pooled Investments:			
Orange County Investment Pool			4,214,921,652
Orange County Educational Investment Pool			5,565,938,900
Total Pooled Investments			9,780,860,552
Non Pooled Investments:			
Non-Pooled Investments - John Wayne Airport			52,064,399
Non-Pooled Investments - Fountain Valley School District Fund 40			34,700,216
Non-Pooled Investments - CCCD Series 2017E Bonds			20,852,942
Total Non-Pooled Investments			107,617,557
Cash:			
Cash in Banks - County			8,750,367
Cash in Banks - Schools			22,160,842
Cash in Banks - OC Sheriff			9,489,000
Cash in Banks - John Wayne Airport			5,191,670
Cash - Other			50,886
Total Cash			45,642,765
Total Assets in the Treasury at the End of the Period:			9,934,120,874



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	RANCHO SANTIAGO COMM COLL DST
Account Number	75-30-010

As of 07/15/2019, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2019.

Earnings Ratio		.00007028813234525
Interest Rate		2.57%
Dollar Day Total	\$	14,341,079.20
Quarter End Principal Balance	\$	157,745.56
Quarterly Interest Earned	\$	1,008.01



CALIFORNIA STATE TREASURER FIONA MA, CPA



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
06/10/19	2.45	2.45	172
06/11/19	2.45	2.45	171
06/12/19	2.44	2.45	172
06/13/19	2.44	2.45	171
06/14/19	2.44	2.45	170
06/15/19	2.44	2.45	170
06/16/19	2.44	2.45	170
06/17/19	2.42	2.45	170
06/18/19	2.42	2.45	168
06/19/19	2.42	2.45	169
06/20/19	2.42	2.45	169
06/21/19	2.41	2.45	168
06/22/19	2.41	2.44	168
06/23/19	2.41	2.44	168
06/24/19	2.41	2.44	166
06/25/19	2.40	2.44	167
06/26/19	2.41	2.44	168
06/27/19	2.41	2.44	169
06/28/19	2.40	2.44	174
06/29/19	2.40	2.44	174
06/30/19	2.39	2.44	173
07/01/19	2.40	2.40	180
07/02/19	2.40	2.40	180
07/03/19	2.39	2.40	182
07/04/19	2.39	2.40	182
07/05/19	2.39	2.40	182
07/06/19	2.39	2.40	182
07/07/19	2.39	2.39	182
07/08/19	2.39	2.39	179
07/09/19	2.39	2.39	179
07/10/19	2.39	2.39	178

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

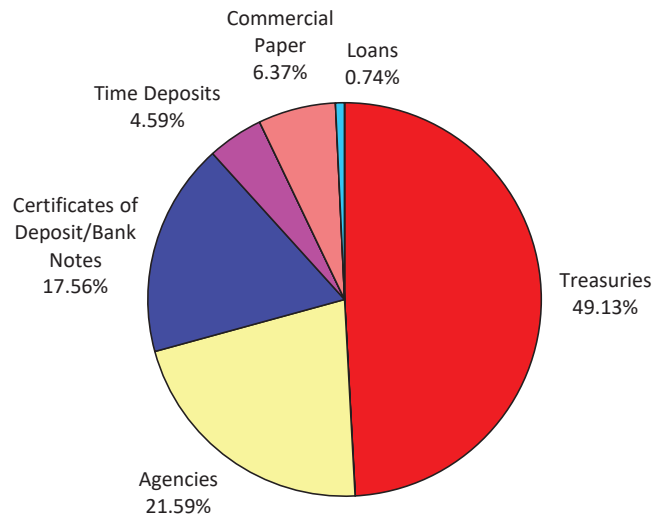
Quarter Ending 03/31/19

Apportionment Rate: 2.55
 Earnings Ratio: 0.00006976322349099
 Fair Value Factor: 1.000146954
 Daily: 2.44%
 Quarter to Date: 2.39%
 Average Life: 179

PMIA Average Monthly Effective Yields

June 2019 2.428
 May 2019 2.449
 Apr 2019 2.445

Pooled Money Investment Account Portfolio Composition 06/30/19 \$105.7 billion



Percentages may not total 100% due to rounding

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1)

Based on data available as of 07/10/2019

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PARS Post-Employment Benefits Trust**

**Account Report for the Period
7/1/2018 to 6/30/2019**

Peter Hardash
Vice Chancellor, Business Ops/Fiscal Services
Rancho Santiago Community College District
2323 N Broadway, #404-1
Santa Ana, CA 92706

Account Summary

Source	Beginning Balance as of 7/1/2018	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2019
OPEB	\$0.00	\$40,000,000.00	\$119,075.06	\$0.00	\$0.00	\$0.00	\$40,119,075.06
Totals	\$0.00	\$40,000,000.00	\$119,075.06	\$0.00	\$0.00	\$0.00	\$40,119,075.06

Investment Selection

Source

OPEB **Vanguard Balanced Strategy**

Investment Objective

Source

OPEB The Balanced Portfolio invests in Vanguard mutual funds using an asset allocation strategy designed for investors seeking both a reasonable level of income and long-term growth of capital and income.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	2.16%	-	-	-	-	-	6/26/2019

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Agreement with Bernards Bros. Inc. dba Bernards - Construction Management Services for the Russell Hall Replacement (Health Sciences Building) at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for construction management services for the Russell Hall Replacement (Health Sciences Building) project at Santa Ana College. The project includes two construction phases: 1) new building construction and 2) demolition of the existing Russell Hall building. The project is a state funded project where a portion of each phase will be reimbursed by the State. The first phase of work requires Division of the State Architect (DSA) approval, which is anticipated to be received this Winter 2019. Both phases will be included in one bid package and awarded to one contractor, as required by the State. The District desires construction management services for the bidding phase, construction phase, and closeout phase. Prior to beginning the bidding phase, the construction manager will assist the District to ensure the design team has properly addressed all previous design revisions as well as perform a final constructability review of the project documents. The company will also assist with logistics planning, schedule reviews, contractor coordination, campus coordination, and other vital professional construction management support services. The construction manager will report directly to the District and will be on site at all times while the contractor is present. The District is currently undertaking a general contractor and subcontractor prequalification process in anticipation of going out to bid Spring 2020 with bids anticipated to be due in April 2020. Target construction start is May 2020 with anticipated completion of Phase 1 in Winter/Spring 2022 and completion of Phase 2 in Winter 2022.

ANALYSIS:

A Request for Proposal (RFP) #1819-253 for construction management services was solicited to all ten pre-qualified firms on June 4, 2019 with a due date of July 8, 2019. The District received six responses from Abacus Project Management, Inc. (Newport Beach); Bernards Bros. Inc. dba Bernards (San Fernando); Cumming Construction Management, Inc. (Aliso Viejo); Kitchell (Tustin); Linik Corp. (Valencia); and TELACU Construction Management, Inc. (Orange). A screening panel convened on July 9, 2019 to review the proposals and interviewed Bernards Bros. Inc. dba Bernards, Cumming Construction Management, Inc. and Kitchell on July 12, 2019. The screening panel recommends Bernards Bros. Inc. dba Bernards after a thorough review based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, reference checks, approach to the project, fee, schedule,

knowledge and applicable project experience. The committee reviewed the timeliness and completeness of responses; technical qualifications; record of past performance; reference checks; approach to work; ability to meet the anticipated schedule; and the ability to resource the project appropriately with cost control measures.

The services covered by this agreement shall commence August 13, 2019 and end June 30, 2023. The contract is a not to exceed fee of \$2,188,107. The District has reviewed the fee and it is reasonable, within industry standards, and similar to other prequalified construction management firms.

This agreement is funded by Capital Outlay Funds and State Funding.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Bernards Bros. Inc. dba Bernards - Construction Management Services for the Russell Hall Replacement (Health Sciences Building) at Santa Ana College as presented.

Fiscal Impact:	\$2,188,107	Board Date: August 12, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 8/12/19

Project: Russell Hall Replacement (Health Sciences Building)

Site: **Santa Ana College**

Consultants: **Bernards Bros. Inc. dba Bernards**

Type of Service: Construction Management Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$2,188,107.00		8/13/2019	6/30/2023
Total Agreement Amount	\$2,188,107.00			

AGREEMENT NO 0360.00/ DESCRIPTION:

This agreement #0360.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$2,188,107.00**

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

This item was removed from the agenda.

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Agreement with PBK Architects, Inc. - Architectural Services for Barrier Removal – East Broadmoor Trail Repairs at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural services for the Barrier Removal East Broadmoor Trail Repairs project at Santiago Canyon College. The East Broadmoor Trail entrance intersects Newport Boulevard and is one of the earliest built vehicular entries into the campus. The condition of the existing asphalt is cracked, deteriorated, and nearing the end of its useful life. A geotechnical report dated May 13, 2019 and an underground utility survey for East Broadmoor Trail were recently completed as part of due diligence investigations. The project consists of repairing and/or replacement of the existing asphalt fire access roadway. Broadmoor Trail also includes four crosswalk locations located at Newport Boulevard entrance, two at the Loop Road intersection, and from Parking Lot 1 to Building A. The four crosswalks will require improvements to remove barriers to persons with a disability. The existing asphalt crosswalks will be replaced with concrete crosswalks and the adjacent curb ramps will also require improvements. Broadmoor Trail will also require re-striping of all pavement markings, sealcoat, and restriping approximately 9-12 months after initial installation. The project will most likely require the work to be completed in two phases. This project requires plans to be submitted and approved by the Division of the State Architect. This is a state scheduled maintenance project.

ANALYSIS:

A Request for Proposal (RFP) #1819-252 for architectural and engineering services for Barrier Removal – East Broadmoor Trail Repairs at Santiago Canyon College was solicited on June 3, 2019 to six prequalified architects with a due date of June 24, 2019. The District received three proposals from Morrissey Associates, Inc. (Santa Ana); PBK Architects, Inc. (Costa Mesa); and SVA Architects, Inc. (Santa Ana). A selection panel convened on June 25, 2019 to review the proposals. The panel reviewed the timeliness and completeness of the response, technical qualifications and competence, record of past performance, approach to work, and ability to meet the anticipated schedule. The panel recommends PBK Architects, Inc. by consensus based upon the culmination of their RFP response and responsiveness, qualifications, experience, team members, reference checks, approach to the project, fee, knowledge, and ability to meet the anticipated schedule. It is recommended that the District enter into an agreement with PBK Architects, Inc. for architectural services for the barrier removal East Broadmoor Trail Repairs project at Santiago Canyon College.

The services covered by this agreement shall commence August 13, 2019 and end June 30, 2021. The contract is a total not-to-exceed fee of \$62,000.00, which includes \$2,000 in reimbursable expenses. The District has reviewed the fee and it is reasonable, within industry standards and similar to other prequalified architectural firms.

This agreement is funded by State Scheduled Maintenance Funds.

RECOMMENDATION:

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

Fiscal Impact:	\$62,000 (includes reimbursables)	Board Date: August 12, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 8/12/19

Project: Barrier Removal – East Broadmoor Trail Repairs

Site: Santiago Canyon College

Consultants: **PBK Architects, Inc.**

Type of Service: Architectural Services

Agreement Summary	Amount	Reimbursables	Start	Duration End
Original Contract Amount	\$60,000.00	\$2,000.00	8/13/2019	6/30/2021
Total Agreement Amount	\$62,000.00			

AGREEMENT NO 0356.00/ DESCRIPTION:

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

Total Proposed Amount: **\$62,000.00**

Contract End Date: **6/30/2021**

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Change Order #1 - Allison Mechanical, Inc. for Bid #1363 – Proposition 39, Year 5, U Portables HVAC Upgrades Phase 1 at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On February 25, 2019, the Board of Trustees approved a contract with Allison Mechanical, Inc. for the Proposition 39, Year 5, U Portables HVAC upgrades phase 1 project at Santiago Canyon College. The U Portables HVAC Upgrade project at Santiago Canyon College was reviewed by the District’s energy consultant, Wildan Group, and the project included energy saving measures and qualified as an energy efficiency project under the Proposition 39 program. The District provided these findings to the State Chancellor’s Office and Southern California Edison for concurrence.

The consultant’s findings identified yearly energy savings of 8,580 kilowatt-hours per year resulting in energy demand savings of 1.2 kilowatts. The energy efficiency recommendations included replacement of the HVAC equipment with higher energy efficiency rated equipment, installation of smart-technology thermostats, occupancy sensors to automatically shut off equipment, and new automatic outside air economizers to reduce cooling energy costs during optimal weather conditions. The upgrades will improve energy efficiency, performance, automate system operations, and lower maintenance costs.

ANALYSIS:

Change Order #1 is a non-compensable extension of time which extends the contract duration from 100 calendar days to 146 calendar days to allow additional time needed to complete the wireless energy management system integration work. There are no increases to the contract amount associated with this time extension. The District has reviewed the change order and has found the time extension to be fair and reasonable. Pursuant to Board Policy and Administrative Regulation 6600, it is recommended that the Board of Trustees approve the change order.

If Change Order #1 is approved, a Notice of Completion is on the same agenda for approval to close out the contract.

This project was funded by State Proposition 39 Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1 - Allison Mechanical, Inc. for Bid #1363 – Proposition 39, Year 5, U Portables HVAC Upgrades Phase 1 at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: August 12, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



Board Date: August 12, 2019
 Project/Bid No. 1363
 Site: Santiago Canyon College
 Change Order (CO) No. : 1

Project Name: Proposition 39, Year 5, U Portables HVAC Upgrades Phase 1
 Contractor: Allison Mechanical, Inc.
 Contract No.: PO No. 19-P0055954

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
03/05/19	100	06/13/19	0	46	7/29/2019

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$223,400.00	
Previous Change Orders	0	\$0.00	0.0%
This Change Order	0	\$0.00	0.0%
Total Change Order (s)		\$0.00	0.0%
Revised Contract Amount		\$223,400.00	

Items in Change Order						
Item No.	Description	Reason	Ext. Day	Credit	Add	Net
1	Extend the contract duration from 100 calendar days to 146 calendar days to allow additional time needed to complete the wireless energy management system integration work caused by a delay in investigating the security of the technology with the District's Information Technology Services department. This is a non-compensable extension of time.	5	46	\$0.00	\$0.00	\$0.00
Subtotal				\$0.00	\$0.00	\$0.00
Grand Total						\$0.00

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

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Accept the Completion of Bid #1363 – Proposition 39, Year 5, U Portables HVAC Upgrades Phase 1 at Santiago Canyon College and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On February 25, 2019, the Board of Trustees approved a contract with Allison Mechanical, Inc. for Bid #1363 for the Proposition 39, Year 5, U Portables HVAC upgrades phase 1 project at Santiago Canyon College. The project was completed on July 29, 2019.

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 \$223,400.

This project was funded by State Proposition 39 Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees accept the project as complete and approve the filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: August 12, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. 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 Santiago Canyon College, located 8045 East Chapman Avenue, Orange, caused improvements to be made to the property to with: Bid #1363 for Proposition 39, Year 5, U Portables HVAC Upgrades Phase 1 at Santiago Canyon College, the contract for the doing of which was heretofore entered into on the 26th day of February, 2019, which contract was made with Allison Mechanical, Inc., PO 19-P0055954 as contractor; that said improvements were completed on the 29th day of July, 2019 and accepted by formal action of the governing Board of said District on the 12th day of August, 2019; 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 The Ohio Casualty Insurance Company.

I, the undersigned, say: I am the Vice Chancellor - Business/Fiscal 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 _____, 2019 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by _____

Peter J. Hardash, 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.

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Change Order #1 - Allison Mechanical, Inc. for Bid #1371 – Proposition 39, Year 5, U Portables HVAC Upgrades Phase 2 at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On May 28, 2019, the Board of Trustees ratified a contract with Allison Mechanical, Inc. for the Proposition 39, Year 5, U Portables HVAC upgrades phase 2 project at Santiago Canyon College. The U Portables HVAC Upgrade project at Santiago Canyon College was reviewed by the District's energy consultant, Wildan Group, and the project included energy saving measures and qualified as an energy efficiency project under the Proposition 39 program. The District provided these findings to the State Chancellor's Office and Southern California Edison for concurrence.

The consultant's findings identified yearly energy savings of 8,580 kilowatt-hours per year resulting in energy demand savings of 1.2 kilowatts. The energy efficiency recommendations included replacement of the HVAC equipment with higher energy efficiency rated equipment, installation of smart-technology thermostats, occupancy sensors to automatically shut off equipment, and new automatic outside air economizers to reduce cooling energy costs during optimal weather conditions. The upgrades will improve energy efficiency, performance, automate system operations, and lower maintenance costs.

ANALYSIS:

Change Order #1 decreases the contract amount by \$1,630.69, which is a credit back to the District for an unused allowance related to unforeseen work. The District allowance was for unforeseen electrical repairs, unforeseen ductwork repairs, unforeseen low voltage repairs, temporary cooling, and additional system controls to complete the HVAC upgrades. The contract amount has been decreased from \$174,999 to \$173,368.31. Pursuant to Board Policy and Administrative Regulation 6600, it is recommended that the Board of Trustees approve the change order.

If Change Order #1 is approved, a Notice of Completion is on the same agenda for approval to close out the contract.

This project was funded by State Proposition 39 Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1 - Allison Mechanical, Inc. for Bid #1371 – Proposition 39, Year 5, U Portables HVAC Upgrades Phase 2 at Santiago Canyon College as presented.

Fiscal Impact:	\$1,630.69 Credit	Board Date: August 12, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



Board Date: August 12, 2019
 Project/Bid No. 1371
 Site: Santiago Canyon College
 Change Order (CO) No. : 1

Project Name: Proposition 39, Year 5, U Portables HVAC Upgrades Phase 2
 Contractor: Allison Mechanical, Inc.
 Contract No.: PO No. 19-P0057217

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
05/10/19	80	07/29/19	0	0	N/A

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$174,999.00	
Previous Change Orders	0	\$0.00	0.0%
This Change Order	0	(\$1,630.69)	-0.9%
Total Change Order (s)		(\$1,630.69)	-0.9%
Revised Contract Amount		\$173,368.31	

Items in Change Order						
Item No.	Description	Reason	Ext. Day	Credit	Add	Net
1	Deductive change order for the unused District allowance. The change order will result in a credit to the contract amount. The District allowance was for unforeseen electrical repairs, unforeseen ductwork repairs, unforeseen low voltage repairs, temporary cooling, and additional system controls to complete the HVAC upgrades.	5	0	(\$1,630.69)	\$0.00	(\$1,630.69)
Subtotal				(\$1,630.69)	\$0.00	(\$1,630.69)
Grand Total						(\$1,630.69)

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

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Accept the Completion of Bid #1371 – Proposition 39, Year 5, U Portables HVAC Upgrades Phase 2 at Santiago Canyon College and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On May 28, 2019, the Board of Trustees ratified a contract with Allison Mechanical, Inc. for Bid #1371 for the Proposition 39, Year 5, U Portables HVAC upgrades phase 2 project at Santiago Canyon College. The project was completed on July 29, 2019.

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 \$173,368.31.

This project was funded by State Proposition 39 Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees accept the project as complete and approve the filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: August 12, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. 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 Santiago Canyon College, located 8045 East Chapman Avenue, Orange, caused improvements to be made to the property to with: Bid #1371 for Proposition 39, Year 5, U Portables HVAC Upgrades Phase 2 at Santiago Canyon College, the contract for the doing of which was heretofore entered into on the 3rd day of May, 2019, which contract was made with Allison Mechanical, Inc., PO 19-P0057217 as contractor; that said improvements were completed on the 29th day of July, 2019 and accepted by formal action of the governing Board of said District on the 12th day of August, 2019; 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 The Ohio Casualty Insurance Company.

I, the undersigned, say: I am the Vice Chancellor - Business/Fiscal 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 _____, 2019 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by _____
Peter J. Hardash, 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.

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

To: Board of Trustees	Date: August 12, 2019
Re: Award of Bid #1377 – Purchase of Hydraulic Training Simulators	
Action: Request for Approval	

BACKGROUND

The Diesel Technology Program at Santa Ana College (SAC) seeks to replace outdated and irreparable hydraulic training equipment. Hydraulics are used throughout heavy-duty equipment, transit, diesel service and repair shops as well as the construction industry. It is vital for the program to utilize innovative methods to train our students and incorporating the most up to date training and simulation equipment within the curriculum.

ANALYSIS

Bids were distributed to seven (7) vendors. One (1) bid response was received and six (6) did not respond. The lowest bidder meeting specifications is Fluid Power Training Institute. The equipment is designed specifically for a classroom environment and built with students and educational labs in mind.

Due to the unique specifications for this equipment, per the grant requirements, the District recommends the Board of Trustees award Bid #1377 – Purchase of Hydraulic Training Simulators to:

Bidder	Amount	Product
Fluid Power Training Institute	\$256,508.08	Double Station Hydraulic Training Simulator with Electronic Troubleshooting and Diagnostic Modules

SAC Automotive Technology staff reviewed and accept the bid from Fluid Power Training Institute. The program received a Strong Workforce Grant to purchase the Hydraulic Training Simulators and Diagnostic Modules.

RECOMMENDATION

It is recommended that the Board of Trustees accept the bid and approve the Award of Bid #1377 – Purchase of Hydraulic Training Simulators to Fluid Power Training Institute as presented.

Fiscal Impact: \$256,508.08	Board Date: August 12, 2019
Prepared by: Linda Melendez, Director, Purchasing Services	
Submitted by: Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by: Marvin Martinez, Chancellor	

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Professional Services Agreement (Purchasing Services) with Cambridge West Partnership, LLC	
Action:	Request for Approval	

BACKGROUND:

The Board of Trustees approved an agreement with Cambridge West Partnership, LLC (CWP) on November 13, 2017 to assist the Purchasing Services department in evaluating practices and procedures, developing training materials, updating agreements, updating standard department forms and assistance with an analysis of staff assignments.

ANALYSIS

On February 25, 2019 the Board of Trustees approved a second agreement with Cambridge West Partnership for the continuation of tasks related to Purchasing Services and to begin the process of evaluating the Warehouse/Inventory and Mail Services departments. The attached agreement is for the continuation of services related to completing manuals and guidelines, fixed assets inventory including tagging, scanning and recording of inventory per BP6503 and records retention. The term of this agreement is July 1, 2019 through December 30, 2019 at a cost not to exceed \$28,000.

This project will be funded by the Purchasing Services budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with Cambridge West Partnership, LLC (CWP) to assist the Purchasing Services department as presented.

Fiscal Impact:	Not to exceed \$28,000	Board Date: August 12, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal 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 Cambridge West Partnership, LLC, having its principal business address located at 2472 Chambers Road, Suite 210, Tustin, California 92780 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 1, 2019, whichever is later, and shall continue in full force and effect thereafter until and including December 30, 2019 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Twenty Eight Thousand Dollars (\$28,000.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands

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

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

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

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

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

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

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

Contractor: C.M. Brahmhatt, Managing Director
2472 Chambers Road, Suite 210
Tustin, CA 92780
CM@cambridgewestpartnership.com

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

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

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

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

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

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

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

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

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

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __ C.M. Brahmbhatt

Print Title: __ Managing Director

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. Fixed Assets Inventory:

- Continue working with RSCCD Purchasing Director, Warehouse Supervisor and Information Technology to identify alternative ways to mechanize the recording of the annual inventory count that can directly update the Fixed Assets listing in Ellucian System.
- Continue evaluating and testing products of outside vendors that can electronically interface the annual physical inventory count with Ellucian Datatel System. It had been determined that scanned inventory cannot interface with Datatel directly. We have evaluated the products of four vendors and determined that they do not meet District requirements.

2. Records Retention:

At the request of the Purchasing Director, we developed a draft purchasing handbook. This handbook is:

- A comprehensive description of how to efficiently work with the Purchasing department,
- Lists staff assignments,
- Provides related California Community College guidelines, best practices of other community colleges, and related District policies and procedures.

The next step is to meet with staff to discuss their comments and update this handbook for district-wide use.

3. Purchasing Guidelines:

This project is to assist the Purchasing Department (Inventory, Delivery and Storage Services) in separating a portion of the existing warehouse located at the Santiago Canyon College to another location. This will take into account:

- The projection of space required and the square footage at another location
- The necessary manpower to carry out warehousing, delivery and mail services
- The impact/changes in work assignments.

4. Other task as Requested by the Purchasing Director:

In her effort to cope with changes to improve the department the Director may at times request assistance in providing consulting effort.

Payment:

We anticipate completing this project in 175 hours at a rate of \$160.00 per hour or a total not to exceed \$28,000. Actual hours will be billed on a monthly basis. Printing (if requested) will be billed separately. All invoices must include the Purchase Order number.

Based on the findings, the project scope and schedule may change with the agreement of both parties.

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

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Vendor Name Change	
Action:	Request for Approval	

BACKGROUND

The Rancho Santiago Community College District Board of Trustees has approved several agreements, awarded by Request for Proposal (RFP) to Vavrinek, Trine, Day & Co., LLP for external audit services for the annual District, Measure Q, SAC Foundation, SCC Foundation, RSCCD Foundation and the Measure E audits.

Recently RSCCD was informed that Vavrinek, Trine, Day & Co., LLP has merged with and changed their name to Eide Bailly, LLP and will remain in Rancho Cucamonga. The name change was effective on July 22, 2019.

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 from Vavrinek, Trine, Day & Co., LLP to Eide Bailly, LLP. The name change does not affect the current services provided or cost. Eide Bailly, LLP is committed to providing the same level of service that Vavrinek, Trine, Day & Co., LLP contractually committed to in fulfilling previously Board approved services.

RECOMMENDATION

It is recommended that the Board of Trustees approve the name change request from Vavrinek, Trine, Day & Co., LLP. to Eide Bailly, LLP as presented.

Fiscal Impact:	N/A	Board Date: August 12, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

06/16/19 thru 07/13/19

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-B0001640	06/17/19	71	Student Activities	Other Operating Exp & Services	GOLDEN STAR TECHNOLOGY, INC.	1,274.28
19-B0001641	06/18/19	79	Auxiliary Services Office	Other Operating Exp & Services	HOME DEPOT	1,500.00
19-B0001643	06/20/19	79	A&R Office - Credit	Non-Instructional Supplies	Q-MATIC CORP	380.00
19-B0001644	06/20/19	79	A&R Office - Credit	Non-Instructional Supplies	SAFEGUARD BUSINESS SYSTEMS	5,021.25
20-B0001645	07/01/19	79	Auxiliary Services Office	Maint Contract - Office Equip	KONICA MINOLTA BUSINESS	5,404.00
20-B0001646	07/01/19	79	Auxiliary Services Office-Dist	Other Operating Exp & Services	CHOICE LABEL, INC.	2,080.00
20-B0001647	07/03/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	BLAST MOTION, INC.	236.57
20-B0001648	07/08/19	71	Student Life & Leadership	Other Operating Exp & Services	SPECTRUM GAS PRODUCTS	1,000.00
20-B0001649	07/08/19	71	Student Life & Leadership	Other Operating Exp & Services	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-B0001650	07/11/19	79	Kinesiology - Intercol Athlet	Equip-Software > \$5,000	RELIABLE ICE EQUIPMENT INC	5,020.21
20-B0001651	07/11/19	79	Admissions & Records	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
19-P0056405	06/30/19	11	Purchasing	Contracted Services	WELLS FARGO BANK	138.59
19-P0056461	06/30/19	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	2,112.02
20-P0057356	07/01/19	12	Assessment	Software License and Fees	CPP INC	195.00
19-P0057409	06/17/19	33	EHS Santa Ana College	Bldg Impr - Utility Locating	C BELOW INC	925.00
19-P0057410	06/17/19	12	Resource Development	Inst Dues & Memberships	WGSN INC	5,450.00
19-P0057411	06/17/19	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	LAKESHORE LEARNING MATERIALS	1,498.31
19-P0057412	06/17/19	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	LAKESHORE LEARNING MATERIALS	3,672.97
19-P0057413	06/17/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	EDUCATIONAL TESTING SVC	427.00
19-P0057414	06/17/19	12	DSPS	Equip-Tablet/Laptop>\$200<\$1000	SEHI COMPUTER PRODUCTS	1,940.26
19-P0057415	06/18/19	11	Purchasing	Contracted Services	THE SCANNING COMPANY, INC	2,640.00
19-P0057416	06/18/19	33	CDC Administration	Other Licenses & Fees	DEPT OF SOCIAL SERVICES	4,174.50
19-P0057417	06/18/19	43	Facility Planning Office	Bldg Impr - Lic/Tax/Agcy Fees	ORANGE COUNTY SANITATION DISTRICT	3,080.30
19-P0057419	06/18/19	12	Career Ed & Work Dev Office	Food and Food Service Supplies	DAVID R. ROPER	344.52
19-P0057420	06/18/19	12	Automotive Technology/Engine	Equip-Fed Prgm > \$5,000	SWITCH VEHICLES, INC.	97,832.29
19-P0057421	06/18/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF HUNTINGTON BEACH	45,835.50
19-P0057422	06/18/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF NEWPORT BEACH FIRE AND MARI	46,404.75
19-P0057423	06/18/19	11	Fire Academy	Instructional Agrmt - Salary	DOWNEY FIRE DEPT	14,920.25
19-P0057424	06/18/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF ANAHEIM	16,337.25
19-P0057425	06/18/19	11	Fire Academy	Instructional Agrmt - Salary	RANCHO CUCAMONGA FIRE PROTECTION	18,086.75
19-P0057426	06/19/19	33	EHS Administration	Food and Food Service Supplies	PARADISE BAKERY & CAFE	147.82
19-P0057427	06/19/19	12	English	Reproduction/Printing Expenses	HAGGARTY PRINTING INC	10,000.63
19-P0057428	06/19/19	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	61.76
19-P0057429	06/19/19	33	EHS Administration	Food and Food Service Supplies	SMART & FINAL	1,200.00
19-P0057430	06/19/19	12	DSPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,539.05
19-P0057431	06/19/19	13	Maintenance	Contracted Services	MARIPOSA LANDSCAPES INC	650.00
19-P0057432	06/19/19	13	Maintenance	Contracted Services	GMS ELEVATOR	440.00
19-P0057433	06/20/19	41	Facility Planning Office	Equip-All Other > \$5,000	QUALITY OFFICE FURNISHINGS INC	23,103.13
19-P0057434	06/20/19	13	Educational Services Office	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	32,550.00
19-P0057435	06/20/19	12	LA/OC Regional Consortia	Mileage/Parking Expenses	LOS ANGELES AREA CHAMBER OF COMMERCE	300.00
19-P0057436	06/20/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	SKYCREST SIGNS & GRAPHICS INC	3,529.66
19-P0057437	06/20/19	12	LA/OC Regional Consortia	Mileage/Parking Expenses	LOS ANGELES AREA CHAMBER OF COMMERCE	832.00

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No. 4.17

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

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0057438	06/20/19	33	CDC Administration	Contracted Services	ESTEBO ANTONIO J.	10,000.00
19-P0057439	06/20/19	11	Grounds	Contracted Services	AMERICAN CITY PEST CONTROL INC	325.00
19-P0057440	06/20/19	12	Puente	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	80.92
19-P0057441	06/20/19	12	Veterans Resource Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,514.00
19-P0057442	06/20/19	12	CJ/Academies	Instructional Supplies	SEHI COMPUTER PRODUCTS	31.96
19-P0057443	06/21/19	12	Veterans Resource Center	Conference Expenses	WELLS FARGO BANK	593.60
19-P0057444	06/21/19	11	International Student Program	Contracted Services	WHOLEREN, LLC	2,500.00
19-P0057445	06/24/19	11	Business Operations' Office	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	242.67
19-P0057446	06/24/19	12	Safety & Parking - DO	Software License and Fees	COMPETITIVE EDGE SOFTWARE LLC	15,228.00
19-P0057447	06/24/19	11	Mailroom	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	738.98
19-P0057448	06/24/19	11	Safety & Security Office	Non-Instructional Supplies	BEEGAS BOYS	124.50
19-P0057449	06/24/19	12	Human Resources Office	Contracted Services	LIEBERT CASSIDY WHITMORE	4,250.00
19-P0057450	06/24/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	SOL SOURCE, INC.	17,330.96
19-P0057451	06/24/19	12	Student Equity	Food and Food Service Supplies	JAYS CATERING	584.00
19-P0057452	06/25/19	13	Santiago Canyon College	Non-Instructional Supplies	DON BOOKSTORE	2,785.00
19-P0057454	06/26/19	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,320.84
20-P0057455	07/01/19	11	Business Operations' Office	Inst Dues & Memberships	CASBO CALIF ASSOC OF SCHOOL	1,000.00
19-P0057456	06/26/19	12	Upward Bound	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
19-P0057457	06/26/19	12	EOPS	Food and Food Service Supplies	NENA BALDIZON-RIOS	858.00
19-P0057458	06/26/19	13	Maintenance	Contracted Services	ACCO ENGINEERED SYSTEMS INC	518.78
19-P0057459	06/26/19	13	Maintenance	Contracted Repair Services	ABBA TERMITES & PEST CONTROL INC	295.00
20-P0057460	07/01/19	33	CDC Santa Ana College	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00
20-P0057461	07/01/19	33	CDC Santa Ana College	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00
20-P0057462	07/01/19	33	CDC Santa Ana College	Food and Food Service Supplies	B & D DISTRIBUTING INC	14,000.00
19-P0057463	06/26/19	12	EOPS	Other Exp Paid for Students	SVM LP	1,625.08
19-P0057464	06/26/19	11	Library Services	Library Books - Databases	EBSCO	530.00
19-P0057465	06/26/19	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
19-P0057466	06/26/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	1,196.01
19-P0057467	06/26/19	41	Administrative Services Office	Site Improv - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	9,400.00
19-P0057468	06/26/19	12	Financial Aid Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	314.09
20-P0057469	07/01/19	33	CDC Santa Ana College - East	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00
19-P0057470	06/26/19	12	Upward Bound	Contracted Services	TRIED & TRUE TUTORING LLC	11,750.00
20-P0057471	07/01/19	33	CDC Santa Ana College - East	Food and Food Service Supplies	SYSCO FOOD SVC	8,000.00
19-P0057472	06/26/19	12	Career Education Office	Rental - Other (Short-term)	GEM FAIRE INC	785.00
20-P0057473	07/01/19	33	CDC Santa Ana College - East	Food and Food Service Supplies	B & D DISTRIBUTING INC	9,000.00
20-P0057474	07/01/19	33	CDC Santa Ana College - East	Food and Food Service Supplies	SMART & FINAL	500.00
19-P0057475	06/26/19	13	Maintenance	Contracted Repair Services	TRANE CO	1,821.00
19-P0057476	06/26/19	11	Maintenance	Contracted Services	ORKIN PEST CONTROL	450.00
20-P0057477	07/01/19	33	CDC Santa Ana College - East	Food and Food Service Supplies	NORTHGATE GONZALEZ MARKET	200.00
19-P0057478	06/27/19	11	Admin Services Office	Class Schedules/Printing	ALLURA PRINTING INC	1,765.38
20-P0057479	07/01/19	33	CDC Santiago Canyon College	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00
20-P0057480	07/01/19	33	CDC Santiago Canyon College	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00

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

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0057481	07/01/19	33	CDC Santiago Canyon College	Food and Food Service Supplies	B & D DISTRIBUTING INC	14,000.00
20-P0057482	07/01/19	33	CDC Santiago Canyon College	Food and Food Service Supplies	ALBERTSONS/SAFEWAY	600.00
19-P0057483	06/27/19	12	Financial Aid Office	Non-Instructional Supplies	SCHICK RECORDS MGMT	38.24
20-P0057484	07/01/19	43	Facility Planning Office	Equip-Software > \$5,000	UTELOGY CORPORATION	99,500.00
19-P0057485	06/27/19	13	Maintenance	Non-Instructional Supplies	HOME DEPOT	5,071.74
19-P0057486	06/27/19	12	Center for Teacher Education	Conference Expenses	WELLS FARGO BANK	171.96
20-P0057487	07/01/19	12	Financial Aid Office	Contracted Services	PROFESSIONAL CONNECT LLC	700.00
19-P0057488	06/27/19	11	Fire Academy	Instructional Agrmt - Salary	CHINO VALLEY INDEPENDENT	14,670.75
19-P0057489	06/27/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF COSTA MESA	7,740.25
19-P0057490	06/28/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	1,224.98
20-P0057491	07/01/19	61	Risk Management	Non-Instructional Supplies	LOCTEK ERGONOMIC	477.40
20-P0057492	07/01/19	11	Custodial	Non-Instructional Supplies	MAINTEX INC	14,950.00
20-P0057493	07/01/19	11	Custodial	Non-Instructional Supplies	GORM INC	14,950.00
20-P0057494	07/01/19	11	Maintenance	Repair & Replacement Parts	CALIFORNIA MARKETING & SALES	3,000.00
20-P0057495	07/01/19	11	Maintenance	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES	14,950.00
20-P0057496	07/01/19	11	Maintenance	Contracted Repair Services	AAA ELECTRIC MOTOR SALES	8,500.00
19-P0057497	06/28/19	11	Student Activities	Contracted Services	SANTA ANA UNIFIED SCHOOL DIST	700.00
19-P0057498	06/28/19	11	Student Activities	Non-Instructional Supplies	VILLAGE NURSERIES	1,322.72
19-P0057499	06/28/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	73.47
19-P0057500	06/28/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF ORANGE	19,539.50
19-P0057501	06/28/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF VERNON	21,814.50
19-P0057502	06/28/19	11	Fire Academy	Instructional Agrmt - Salary	SAN BERNARDINO COUNTY	66,932.75
19-P0057503	06/28/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF WEST COVINA	16,730.50
19-P0057504	06/28/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	332.59
20-P0057505	07/01/19	11	Maintenance	Non-Instructional Supplies	CONSOLIDATED ELECTRICAL DISTRIBUTORS	5,000.00
20-P0057506	07/01/19	11	Maintenance	Non-Instructional Supplies	CLARK SECURITY PRODUCTS INC	5,000.00
20-P0057507	07/01/19	12	Health & Wellness	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	1,500.00
20-P0057508	07/01/19	11	Maintenance	Non-Instructional Supplies	DUNN EDWARDS CORP	6,500.00
20-P0057509	07/01/19	12	EOPS	Food and Food Service Supplies	SMART & FINAL	2,000.00
20-P0057510	07/01/19	11	Maintenance	Non-Instructional Supplies	GANAHL LUMBER CO	3,500.00
20-P0057511	07/01/19	11	Maintenance	Repair & Replacement Parts	HAJOCA CORP	11,000.00
20-P0057512	07/01/19	11	Maintenance	Non-Instructional Supplies	HD SUPPLY CONSTRUCTION SUPPLY, LTD	2,500.00
20-P0057513	07/01/19	11	Maintenance	Repair & Replacement Parts	HILLS BROS LOCK & SAFE	2,000.00
20-P0057514	07/01/19	12	EOPS	Food and Food Service Supplies	ALBERTSONS/SAFEWAY	600.00
20-P0057515	07/01/19	12	EOPS	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	2,000.00
20-P0057516	07/01/19	12	EOPS	Books Paid for Students	DON BOOKSTORE	4,000.00
20-P0057517	07/01/19	12	Health & Wellness	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	3,000.00
20-P0057518	07/01/19	12	Health & Wellness	Non-Instructional Supplies	SABERS RENA	1,000.00
20-P0057519	07/01/19	12	Athletics	Instructional Supplies	VARSIY BRANDS HOLDING CO INC	1,986.32
20-P0057520	07/01/19	12	Health & Wellness	Non-Instructional Supplies	GU LOGIC INC	600.00
20-P0057521	07/01/19	12	Health & Wellness	Food and Food Service Supplies	RALPHS GROCERY CO	300.00
20-P0057522	07/01/19	12	Health & Wellness	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0057523	07/01/19	12	Health & Wellness	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	1,500.00
20-P0057524	07/01/19	12	Health & Wellness	Non-Instructional Supplies	SANOFI PASTEUR	1,500.00
20-P0057525	07/01/19	11	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	25,000.00
20-P0057526	07/01/19	11	District Wide Technology	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
20-P0057527	07/01/19	12	Health & Wellness	Non-Instructional Supplies	QUEST DIAGNOSTICS	4,000.00
20-P0057528	07/01/19	12	Health & Wellness	Non-Instructional Supplies	PHARMEDIX	500.00
20-P0057529	07/01/19	12	Theatre Arts	Instructional Supplies	BAR NONE GROUP, INC.	2,731.25
20-P0057530	07/01/19	12	Health & Wellness	Non-Instructional Supplies	PHARMEDIX	3,000.00
20-P0057531	07/01/19	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00
20-P0057532	07/01/19	11	Fine & Performing Arts Office	Rental - Other (Short-term)	JAMES L. BOOK	426.00
20-P0057533	07/01/19	12	Veterans Resource Center	Non-Instructional Supplies	VARIDESK LLC	3,201.04
19-P0057534	06/28/19	13	Maintenance	Contracted Repair Services	ORANGE COUNTY PUMPING, INC.	1,500.00
20-P0057535	07/01/19	33	CDC Centennial Education Ctr	Food and Food Service Supplies	B & D DISTRIBUTING INC	11,000.00
20-P0057536	07/01/19	33	CDC Centennial Education Ctr	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	1,000.00
20-P0057537	07/01/19	12	Health & Wellness	Contracted Services	MEDICAL BILLING TECH INC	5,175.00
20-P0057538	07/01/19	12	Fire Technology	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	12,183.05
20-P0057539	07/01/19	11	Maintenance	Non-Instructional Supplies	SCHORR METALS INC	3,000.00
20-P0057540	07/01/19	11	Maintenance	Non-Instructional Supplies	SIMS ORANGE WELDING SUPPLY	1,500.00
20-P0057541	07/01/19	11	Maintenance	Non-Instructional Supplies	TAYLOR FLAG & BANNER CO	3,000.00
20-P0057542	07/01/19	11	Maintenance	Non-Instructional Supplies	WALTERS WHOLESALE ELECTRIC CO	9,000.00
20-P0057543	07/01/19	11	Maintenance	Non-Instructional Supplies	GRAINGER	11,000.00
20-P0057544	07/01/19	11	Maintenance	Non-Instructional Supplies	WATERLINE TECHNOLOGIES	13,500.00
20-P0057545	07/02/19	11	Maintenance & Operations	Contracted Services	HILLS BROS LOCK & SAFE	1,370.64
19-P0057546	06/28/19	11	Kinesiology - Physical Educ	Repair & Replacement Parts	DONALD W BERNAL	550.00
20-P0057547	07/02/19	11	Maintenance & Operations	Contracted Services	ACADEMY ELECTRIC INC	4,147.50
20-P0057548	07/02/19	33	CDC Administration	Software Support Service	MCT TECHNOLOGY INC.	4,680.00
20-P0057549	07/02/19	33	EHS Administration	Inst Dues & Memberships	CA HEAD START ASSOC.	800.00
20-P0057550	07/02/19	33	CDC Administration	Other Licenses & Fees	DEPT OF SOCIAL SERVICES	242.00
20-P0057551	07/02/19	33	CDC Administration	Other Licenses & Fees	DEPT OF SOCIAL SERVICES	484.00
19-P0057552	06/28/19	12	Instl Effectiveness/Assessment	Food and Food Service Supplies	DON BOOKSTORE	233.88
20-P0057553	07/02/19	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00
20-P0057554	07/02/19	11	Publications	Non-Instructional Supplies	KELLY PAPER	5,000.00
20-P0057555	07/02/19	11	Publications	Non-Instructional Supplies	CANON SOLUTIONS AMERICA, INC	5,000.00
20-P0057556	07/02/19	11	Accounts Payable	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,000.00
20-P0057557	07/02/19	11	Accounting	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,000.00
20-P0057558	07/02/19	11	Publications	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	300.00
20-P0057559	07/02/19	11	Publications	Non-Instructional Supplies	HOME DEPOT	150.00
20-P0057560	07/02/19	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	5,000.00
20-P0057561	07/02/19	11	District Wide Technology	Non-Instructional Supplies	MONOPRICE INC	10,000.00
20-P0057563	07/02/19	33	CDC Administration	Inst Dues & Memberships	EVERYCHILD CALIFORNIA	1,800.00
19-P0057564	06/28/19	13	Maintenance	Gasoline	SC FUELS	2,695.63
20-P0057565	07/02/19	11	Business Operations' Office	Contracted Services	PUBLIC FINANCE STRATEGIES LLC	8,500.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0057566	07/02/19	11	Facility Planning Office	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	2,365.00
20-P0057567	07/02/19	11	Maintenance & Operations	Non-Instructional Supplies	RWE MICRO INC	4,525.30
20-P0057568	07/02/19	11	Grounds	Maint/Oper Service Agreements	TREESMITH ENTERPRISES INC	58,124.00
20-P0057569	07/02/19	12	Theatre Arts	Instructional Supplies	HOME DEPOT	2,200.00
20-P0057570	07/02/19	12	Theatre Arts	Instructional Supplies	APEX AUDIO INC	1,000.00
20-P0057571	07/02/19	12	Theatre Arts	Instructional Supplies	BAR NONE GROUP, INC.	1,400.00
19-P0057572	06/28/19	13	Maintenance	Non-Instructional Supplies	CANDELA CORP	120.79
20-P0057573	07/02/19	11	Maintenance	Repair & Replacement Parts	BURKE/WACO	7,400.00
20-P0057574	07/02/19	11	Publications	Maint Contract - Other Equip	INFORMATION MANAGEMENT DBA: MYBINDING.COM	1,390.00
20-P0057575	07/02/19	11	Library Services	Software Support Service	EX LIBRIS USA INC	3,301.31
20-P0057576	07/02/19	12	Fine & Performing Arts Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	10,000.00
20-P0057577	07/02/19	11	Maintenance	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
20-P0057578	07/02/19	11	Publications	Maint Contract - Other Equip	INFORMATION MANAGEMENT DBA: MYBINDING.COM	1,595.00
20-P0057579	07/02/19	12	CJ/Academies	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,500.00
20-P0057580	07/02/19	12	Continuing Education Division	Non-Instructional Supplies	HOME DEPOT	500.00
20-P0057581	07/02/19	12	Continuing Education Division	Food and Food Service Supplies	SMART & FINAL	500.00
20-P0057582	07/02/19	11	Academic Affairs Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
20-P0057583	07/02/19	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
19-P0057584	06/28/19	12	Student Equity	Transportation - Student	TLC LUXURY LLC	1,155.00
20-P0057585	07/03/19	12	Continuing Education Division	Landscaping	AFFORDABLE HOUSING SPECIALISTS GROUP LLC	3,900.00
19-P0057586	06/28/19	11	Human Resources Office	Contracted Services	LIEBERT CASSIDY WHITMORE	4,361.05
20-P0057587	07/03/19	12	Continuing Education Division	Electricity	SO CALIF EDISON CO	16,500.00
20-P0057588	07/03/19	11	Risk Management	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	800.00
19-P0057589	06/30/19	13	Admin Services Office	Equip-All Other >\$1,000<\$5,000	HOME DEPOT	1,094.66
20-P0057590	07/03/19	11	Board of Trustees	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
20-P0057591	07/03/19	11	Board of Trustees	Non-Instructional Supplies	MICHAEL J MACKENZIE	500.00
20-P0057592	07/03/19	11	Board of Trustees	Conference Expenses	FARMERS AND MERCHANTS BANK OF LONG BEACH	7,000.00
20-P0057593	07/03/19	11	Board of Trustees	Food and Food Service Supplies	FARMERS AND MERCHANTS BANK OF LONG BEACH	4,000.00
20-P0057594	07/03/19	61	Risk Management	Non-Instructional Supplies	AMAZON COM	21.11
19-P0057595	06/28/19	11	Maintenance & Operations	Contracted Services	DE LA TORRE COMMERCIAL	124.93
20-P0057596	07/05/19	11	Administrative Services Office	Contracted Repair Services	COSCO FIRE PROTECTION INC	31,000.00
20-P0057597	07/05/19	62	Risk Management	Contracted Services	CORVEL ENTERPRISE COMP INC	7,350.00
20-P0057598	07/05/19	11	Board of Trustees	Non-Instructional Supplies	BADGE EXPRESS	14.24
20-P0057599	07/05/19	61	Risk Management	Hazardous Materials Removal	FRS ENVIRONMENTAL	2,400.00
20-P0057600	07/05/19	61	Risk Management	Hazardous Materials Removal	STERICYCLE INC	3,500.00
20-P0057601	07/05/19	61	Risk Management	Hazardous Materials Removal	MERCURY DISPOSAL SYSTEM, INC.	900.00
20-P0057602	07/05/19	61	Risk Management	Hazardous Materials Removal	AGRITEC INTERNATIONAL LTD	500.00
20-P0057603	07/05/19	11	Grounds	Non-Instructional Supplies	SITEONE LANDSCAPE SUPPLY LLC	8,000.00
20-P0057604	07/05/19	11	Grounds	Non-Instructional Supplies	ORANGE COUNTY FARM SUPPLY	3,000.00
20-P0057605	07/05/19	11	Grounds	Non-Instructional Supplies	EBERHARD EQUIPMENT	2,000.00
20-P0057606	07/05/19	11	Grounds	Non-Instructional Supplies	DUNN EDWARDS CORP	5,000.00
20-P0057607	07/01/19	11	Grounds	Non-Instructional Supplies	BISHOP CO	2,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0057608	07/05/19	11	Grounds	Non-Instructional Supplies	ANGELUS QUARRIES BLDG	10,000.00
20-P0057609	07/05/19	12	Public Affairs/Gov Rel Office	Advertising	ENTERCOM COMMUNICATIONS CORP	5,440.00
20-P0057610	07/01/19	12	Public Affairs/Gov Rel Office	Advertising	CALIFORNIA NEWSPAPERS PARTNERSHIP	2,125.00
20-P0057611	07/05/19	12	Public Affairs/Gov Rel Office	Advertising	LIBERMAN BROADCASTING INC	10,975.00
20-P0057612	07/05/19	12	Public Affairs/Gov Rel Office	Advertising	ABEL TORRES	1,250.00
20-P0057613	07/05/19	12	Public Affairs/Gov Rel Office	Advertising	VIET BAO DAILY NEWS INC	1,750.00
20-P0057614	07/05/19	12	Public Affairs/Gov Rel Office	Advertising	NGUOI VIET DAILY NEWS	2,000.00
20-P0057615	07/05/19	11	Transportation	Gasoline	SC FUELS	14,950.00
20-P0057616	07/05/19	11	Maintenance	Non-Instructional Supplies	IRVINE PIPE SUPPLY	14,000.00
20-P0057617	07/05/19	11	Grounds	Non-Instructional Supplies	ALANS LAWNMOWER & GARDEN CTR	3,000.00
20-P0057618	07/01/19	11	Maintenance	Non-Instructional Supplies	REGENCY LIGHTING	13,000.00
20-P0057619	07/05/19	11	Maintenance	Non-Instructional Supplies	INTERMOUNTAIN LOCK & SECURITY SUPPLY	2,000.00
20-P0057620	07/05/19	11	Maintenance	Non-Instructional Supplies	PRAXAIR DIST INC	546.25
20-P0057621	07/05/19	11	Maintenance	Non-Instructional Supplies	UNITED RENTALS	1,500.00
20-P0057622	07/05/19	11	Grounds	Rental-Equipment (Short-term)	EBERHARD EQUIPMENT	1,000.00
20-P0057623	07/05/19	11	Transportation	Repair & Replacement Parts	YALE CHASE	6,000.00
20-P0057624	07/05/19	11	Transportation	Repair & Replacement Parts	TENNANT SALES & SVC CO	5,000.00
20-P0057625	07/05/19	11	Transportation	Repair & Replacement Parts	POWERTRON	8,000.00
20-P0057626	07/05/19	11	Transportation	Repair & Replacement Parts	ORANGE COUNTY AUTO PARTS	500.00
20-P0057627	07/05/19	11	Grounds	Repair & Replacement Parts	EBERHARD EQUIPMENT	2,000.00
20-P0057628	07/05/19	11	Maintenance	Repair & Replacement Parts	WATERLINE TECHNOLOGIES	4,000.00
20-P0057629	07/05/19	11	Transportation	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	7,000.00
20-P0057630	07/05/19	11	Transportation	Contracted Repair Services	ARIZONA MACHINERY	5,000.00
20-P0057631	07/05/19	11	Transportation	Contracted Repair Services	PETES ROAD SVC	5,000.00
20-P0057632	07/05/19	11	Transportation	Contracted Repair Services	MATERIAL HANDLING SUPPLY INC	2,000.00
20-P0057633	07/05/19	11	Grounds	Contracted Repair Services	EBERHARD EQUIPMENT	5,000.00
20-P0057634	07/05/19	11	Grounds	Contracted Repair Services	ARIZONA MACHINERY	1,000.00
20-P0057635	07/05/19	11	Grounds	Contracted Repair Services	ALANS LAWNMOWER & GARDEN CTR	2,000.00
20-P0057636	07/05/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	LAURIE SALLINGER	1,743.55
20-P0057637	07/05/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	1,165.38
20-P0057638	07/05/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	1,079.84
20-P0057639	07/05/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	HOME DEPOT	2,500.00
20-P0057640	07/08/19	11	Professional Development	Contracted Services	PRESENCIA, LLC	6,069.50
19-P0057641	06/28/19	11	Fire Academy	Instructional Agrmt - Salary	ORANGE COUNTY FIRE AUTHORITY	240,404.50
19-P0057642	06/30/19	11	District Wide Technology	Contracted Services	LORBEL INC.	1,300.00
19-P0057643	06/30/19	11	Facility Planning Office	Reproduction/Printing Expenses	CSU FULLERTON AUXILIARY SVC	279.22
20-P0057647	07/08/19	12	Automotive Technology/Engine	Instructional Supplies	ARTHUR M. YOSHIHARA	67.43
20-P0057648	07/08/19	12	Family & Consumer Studies	Instructional Supplies	SARAH H. MATHOT	15.31
20-P0057649	07/08/19	12	CJ/Academies	Instructional Supplies	VIRGINIA M. WITMER	209.44
20-P0057650	07/08/19	12	Phillips Hall	Instructional Supplies	AMBERLY S. CHAMBERLAIN	36.27
20-P0057651	07/08/19	11	Risk Management	Non-Instructional Supplies	HOME DEPOT	500.00
20-P0057652	07/08/19	11	Risk Management	Non-Instructional Supplies	GRAINGER	1,500.00

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

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0057653	07/08/19	12	Orientation/Coord/Training	Transportation - Student	CERTIFIED TRANSPORTATIONS	992.96
20-P0057654	07/08/19	12	Sci, Math, Health Sci Office	Instructional Supplies	SMART & FINAL	1,200.00
20-P0057655	07/08/19	12	Orientation/Coord/Training	Food and Food Service Supplies	SMART & FINAL	800.00
20-P0057656	07/08/19	12	Foster Youth	Food and Food Service Supplies	SMART & FINAL	600.00
20-P0057657	07/01/19	12	Orientation/Coord/Training	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0057658	07/08/19	11	Maintenance	Non-Instructional Supplies	AAA ELECTRIC MOTOR SALES	1,000.00
20-P0057659	07/08/19	11	Maintenance	Non-Instructional Supplies	DUNN EDWARDS CORP	1,000.00
20-P0057660	07/08/19	11	Maintenance	Repair & Replacement Parts	IRVINE PIPE SUPPLY	4,000.00
20-P0057661	07/08/19	12	Continuing Education Division	Non-Instructional Supplies	AAMES LOCK & SAFE CO	200.00
20-P0057662	07/08/19	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	1,000.00
20-P0057663	07/08/19	11	Maintenance	Non-Instructional Supplies	HOME DEPOT	3,000.00
20-P0057664	07/08/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	887.70
20-P0057665	07/08/19	11	Kinesiology - Admin Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,500.00
20-P0057666	07/08/19	11	Library Services	Non-Instructional Supplies	COMPUTYPE INC	401.37
20-P0057667	07/08/19	11	Academic Affairs Office	Class Schedules/Printing	ADVANCED WEB OFFSET INC	5,564.75
20-P0057668	07/08/19	12	Sci, Math, Health Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	4,000.00
19-P0057669	06/28/19	12	Veterans Resource Center	Conference Expenses	WELLS FARGO BANK	668.62
19-P0057670	06/30/19	41	Facility Planning Office	Bldgs - Blueprint/Reprod/Adver	CALIFORNIA NEWSPAPERS PARTNERSHIP	2,221.52
19-P0057671	06/30/19	11	Maintenance & Operations	Contracted Repair Services	DE LA TORRE COMMERCIAL	975.00
19-P0057672	06/30/19	43	Facility Planning Office	Bldg Impr - DSA Project Insp	TEAM PROFESSIONAL SERVICES, INC.	581,200.00
20-P0057673	07/09/19	11	Board of Trustees	Contracted Services	FARMERS AND MERCHANTS BANK OF LB	132.65
19-P0057674	06/30/19	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	TROXELL COMM INC	12,664.26
20-P0057675	07/09/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	YOUNGER TINO RAY	2,086.69
20-P0057676	07/09/19	12	Business Applications & Tech	Instructional Supplies	B & H PHOTO VIDEO INC	2,814.05
20-P0057677	07/09/19	12	Career Ed & Work Dev Office	Transportation - Student	JFK TRANSPORTATION	883.50
20-P0057678	07/09/19	13	Workforce Education	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
* 20-P0057679	07/09/19	12	Santiago Canyon College	All Risk/Athletic Insurance	STUDENT INSURANCE	59,553.00
* 20-P0057679	07/09/19	61	Risk Management	All Risk/Athletic Insurance	STUDENT INSURANCE	109,238.00
PO Amt Total for * 20-P0057679:						168,791.00
20-P0057680	07/09/19	12	Academic Affairs Office	Instructional Supplies	SEHI COMPUTER PRODUCTS	10,000.00
20-P0057681	07/09/19	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	CN SCHOOL AND OFFICE SOLUTIONS INC	4,820.29
20-P0057682	07/09/19	12	EOPS	Other Exp Paid for Students	NENA BALDIZON-RIOS	1,204.00
19-P0057683	06/28/19	12	Purchasing	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	1,619.25
19-P0057684	06/28/19	12	Purchasing	Non-Instructional Supplies	WELLS FARGO BANK	9,193.16
19-P0057685	06/30/19	11	Mailroom	Postage	POSTMASTER	50,000.00
20-P0057686	07/10/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	441.15
20-P0057687	07/10/19	11	Maintenance	Non-Instructional Supplies	WATERLINE TECHNOLOGIES	7,500.00
20-P0057688	07/10/19	11	Custodial	Non-Instructional Supplies	AMERICAN CHEMICAL & SANITARY	10,000.00
20-P0057689	07/10/19	11	Maintenance	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	1,000.00
20-P0057690	07/10/19	11	Transportation	Gasoline	VOYAGER FLEET SYSTEM INC	300.00
20-P0057691	07/10/19	12	Academic Affairs Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	4,000.00
20-P0057692	07/10/19	61	Risk Management	Non-Instructional Supplies	LOCTEK ERGONOMIC	477.40

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0057693	06/28/19	12	Business Applications & Tech	Instructional Supplies	AMAZON COM	41.30
19-P0057694	06/28/19	12	Business Applications & Tech	Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	95.25
19-P0057695	06/28/19	12	Career Ed & Work Dev Office	Transportation - Student	CERTIFIED TRANSPORTATIONS	900.90
19-P0057697	06/28/19	12	Career Ed & Work Dev Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	476.57
19-P0057698	06/28/19	12	Puente	Non-Instructional Supplies	DON BOOKSTORE	262.00
19-P0057699	06/28/19	12	Career Ed & Work Dev Office	Food and Food Service Supplies	ZACHARY S. DIAMOND	256.30
19-P0057700	06/28/19	61	Risk Management	Hazardous Materials Removal	ROSEMET ENVIRONMENTAL SVCS	7,836.75
19-P0057701	06/30/19	11	Admin Services Office	Reproduction/Printing Expenses	ADVANCED WEB OFFSET INC	8,572.36
20-P0057702	07/11/19	12	Library Services	Library Books - Databases	CCLC COMMUNITY COLLEGE LEAGUE	37,894.80
20-P0057703	07/11/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	QUEZADA PRO LANDSCAPE INC	3,500.00
20-P0057704	07/11/19	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
20-P0057705	07/11/19	11	Transportation	Other Licenses & Fees	STATE OF CALIF	2,025.00
20-P0057706	07/11/19	12	Student Development	Other Exp Paid for Students	CHALLENGE U, LLC	6,950.00
20-P0057707	07/11/19	11	Custodial	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	10,000.00
20-P0057708	07/11/19	11	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	20,000.00
20-P0057709	07/11/19	11	Maintenance	Repair & Replacement Parts	WALTERS WHOLESALE ELECTRIC CO	1,000.00
20-P0057710	07/11/19	11	Maintenance	Contracted Repair Services	SADDLEBACK GOLF CARS	1,000.00
20-P0057711	07/11/19	11	Maintenance & Operations	Contracted Services	SUNBELT CONTROLS INC	11,706.00
20-P0057712	07/11/19	11	Admin Services Office	Postage	PURCHASE POWER	500.00
20-P0057713	07/11/19	11	Maintenance	Repair & Replacement Parts	JOHNSTONE SUPPLY	2,000.00
20-P0057714	07/11/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	919.07
20-P0057715	07/11/19	11	Maintenance & Operations	Contracted Services	QUEZADA PRO LANDSCAPE INC	14,560.00
20-P0057716	07/11/19	12	Counseling	Contracted Services	SUBSTANCE MEDIA, INC.	37,037.50
20-P0057717	07/11/19	12	Health & Wellness	Software License and Fees	SAN DIEGO STATE UNIVERSITY	1,450.00
20-P0057718	07/11/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	SPORTS PAGE SOCCER WAREHOUSE	5,032.78
20-P0057719	07/11/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	SPORTS PAGE SOCCER WAREHOUSE	2,303.78
20-P0057720	07/11/19	12	Student Equity	Software License and Fees	BLACKBAUD INC	7,349.96
20-P0057721	07/11/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	NATL SPORTS APPAREL LLC	9,392.43
20-P0057722	07/11/19	11	Library Services	Software License and Fees	LIBRARY OF CONGRESS	525.00
20-P0057723	07/11/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	MY T PRINT INC	1,070.44
20-P0057724	07/11/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	ALL AMERICAN SPORTS CORP	4,620.34
19-P0057725	06/30/19	13	Educational Services Office	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	6,562.50
20-P0057726	07/11/19	12	Television (TV/Film/Video)	Instructional Supplies	DON BOOKSTORE	2,046.24
20-P0057727	07/11/19	11	Mailroom	Postage	POSTMASTER	235.00
20-P0057728	07/11/19	12	Fine & Performing Arts Office	Instructional Supplies	SEHI COMPUTER PRODUCTS	735.94
20-P0057729	07/11/19	11	Warehouse	Postage	UNITED PARCEL SVC	1,832.00
20-P0057730	07/11/19	11	District Wide Technology	Contracted Services	SOCAL SHRED LLC	700.00
20-P0057731	07/11/19	33	EHS Santa Ana College	Non-Instructional Supplies	SMART & FINAL	200.00
20-P0057732	07/11/19	33	EHS Santa Ana College	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	1,300.00
20-P0057733	07/11/19	11	Business Division Office	Inst Dues & Memberships	FOUNDATION FOR CALIFORNIA	5,000.00
20-P0057734	07/11/19	12	Computer Science	Instructional Supplies	CDW GOVERNMENT INC.	1,277.02
19-P0057735	06/30/19	13	Maintenance	Contracted Services	3-D TREE SERVICES INC	1,300.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0057738	07/12/19	12	Reprographics	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
20-P0057739	07/12/19	12	Financial Aid Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	6,300.00
20-P0057740	07/12/19	11	Administrative Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0057741	07/12/19	12	Foster Youth	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	600.00
20-P0057742	07/12/19	12	Fire Academy	Instructional Supplies	HOME DEPOT	6,500.00
20-P0057743	07/12/19	11	CJ/Academies	Non-Instructional Supplies	HOME DEPOT	5,000.00
20-P0057744	07/12/19	12	Sci, Math, Health Sci Office	Instructional Supplies	HOME DEPOT	800.00
20-P0057745	07/01/19	11	Maintenance	Repair & Replacement Parts	HOME DEPOT	12,000.00
20-P0057746	07/12/19	11	Custodial	Non-Instructional Supplies	HOME DEPOT	500.00
20-P0057747	07/12/19	33	EHS Santa Ana College	Non-Instructional Supplies	WELLS FARGO BANK	278.46
20-P0057748	07/12/19	11	CJ/Academies	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	10,000.00
20-P0057749	07/12/19	11	Custodial	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	2,500.00
20-P0057750	07/12/19	13	Workforce Education	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	306.87
20-P0057751	07/12/19	12	Sci, Math, Health Sci Office	Instructional Supplies	SPECTRUM GAS PRODUCTS	750.00
20-P0057752	07/12/19	11	Fire Academy	Contracted Repair Services	SPECTRUM GAS PRODUCTS	1,500.00
20-P0057753	07/12/19	11	Accreditation	Other Licenses & Fees	ACCJC ACCREDITING COMMISSION	45,157.00
20-P0057754	07/12/19	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	863.63
20-P0057755	07/12/19	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	ASH ENTERPRISES INTL INC	2,000.00
20-P0057756	07/12/19	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	225.00
20-P0057757	07/01/19	12	Academic Affairs Office	Other Licenses & Fees	FOUNDATION FOR CALIFORNIA	15,000.00
20-P0057758	07/12/19	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	3,134.81
20-P0057759	07/12/19	33	CDC Santa Ana College	Food and Food Service Supplies	SMART & FINAL	200.00
20-P0057760	07/12/19	33	EHS Santa Ana College	Non-Instructional Supplies	AMMEX	1,100.00
20-P0057761	07/12/19	33	EHS Santa Ana College	Non-Instructional Supplies	WELLS FARGO BANK	808.15
20-P0057762	07/12/19	12	Sci, Math, Health Sci Office	Instructional Supplies	GRAINGER	700.00
20-P0057763	07/12/19	11	Maintenance & Operations	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	10,000.00
20-P0057764	07/12/19	11	Maintenance & Operations	Non-Instructional Supplies	HOME DEPOT	4,000.00
20-P0057765	07/12/19	11	CJ/Academies	Non-Instructional Supplies	GRAINGER	500.00
20-P0057766	07/12/19	11	Maintenance & Operations	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,000.00
20-P0057767	07/12/19	11	Facility Planning Office	Courier/Delivery Services	ON TRAC	400.00
20-P0057768	07/12/19	11	Maintenance & Operations	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	6,000.00
20-P0057769	07/12/19	12	Library Services	Library Books - Databases	CCLC COMMUNITY COLLEGE LEAGUE	20,902.67
20-P0057770	07/12/19	12	Occupational Therapy	Instructional Supplies	DON BOOKSTORE	350.00
20-P0057771	07/12/19	12	Fire Technology	Instructional Supplies	DON BOOKSTORE	2,000.00
20-P0057772	07/12/19	12	Puente	Contracted Services	LARA YURI MORALES	150.00
20-P0057773	07/12/19	12	Puente	Contracted Services	ALVARADO DAVID	150.00
20-P0057774	07/12/19	12	Puente	Contracted Services	WERNER JONATHAN MARTIN	150.00
20-P0057775	07/12/19	11	Safety & Security Office	Non-Instructional Supplies	GALLS QUARTERMASTER LLC	3,000.00
20-P0057776	07/12/19	11	Safety & Security Office	Non-Instructional Supplies	GRP2 UNIFORMS INC	10,000.00
20-P0057777	07/12/19	11	Safety & Security Office	Non-Instructional Supplies	HOME DEPOT	1,000.00
20-P0057778	07/12/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	ABC DESIGNS, LLC	3,391.21
20-P0057779	07/12/19	11	Safety & Security Office	Non-Instructional Supplies	BEEGAS BOYS	3,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0057780	07/12/19	11	Safety & Security Office	Non-Instructional Supplies	ORANGE COUNTY AUTO PARTS	500.00
20-P0057781	07/12/19	12	Safety & Parking - DO	Contracted Repair Services	ORANGE COUNTY MONSTER CARTS INC	5,000.00
20-P0057782	07/12/19	12	Sci, Math, Health Sci Office	Instructional Supplies	DON BOOKSTORE	300.00
20-P0057783	07/12/19	12	Safety & Parking - DO	Contracted Repair Services	PATTERSON TIRE CO	3,000.00
19-P0057784	06/30/19	11	Safety & Security Office	Contracted Services	NICOLE MILLER & ASSOC INC	631.50
19-P0057843	06/30/19	12	LA/OC Regional Consortia	District Business/Sponsorships	ACADEMIC INNOVATIONS LLC	3,500.00
19-P0199551	06/17/19	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	1,193,863.00
19-P0199552	06/19/19	12	Continuing Education Division	Lease Agreement - Facility	OC CHILDRENS THERAPEUTIC ART CTR	1,268.75
19-P0199553	06/19/19	12	Continuing Education Division	Lease Agreement - Facility	OUR LADY OF THE PILLAR CHURCH	735.00
19-P0199554	06/19/19	12	Pathways to Teaching	Other Licenses & Fees	PROJECT TOMORROW	16,215.00
19-P0199555	06/20/19	12	Educational Services Office	Contracted Services	YUBA COMMUNITY COLLEGE DISTRICT	10,000.00
19-P0199556	06/20/19	12	Educational Services Office	Contracted Services	MIRA COSTA COMMUNITY COLLEGE DIST	15,000.00
19-P0199557	06/20/19	12	Educational Services Office	Contracted Services	CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT	200,000.00
19-P0199558	06/20/19	12	Educational Services Office	Contracted Services	COAST COMMUNITY COLLEGE DISTRICT	10,000.00
19-P0199559	06/21/19	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	1,028,440.00
19-P0199560	06/27/19	12	Continuing Education Division	Lease Agreement - Facility	DELHI CENTER	717.50
19-P0199561	06/28/19	12	Resource Development	Contracted Services	MERCED COMMUNITY COLLEGE DISTRICT	10,579.00
19-P0199562	06/28/19	12	Educational Services Office	Contracted Services	DESERT COMMUNITY COLLEGE DISTR	10,000.00
19-P0199563	06/28/19	12	Educational Services Office	Contracted Services	SIERRA JOINT COMMUNITY COLLEGE DIST	10,000.00
19-P0199564	06/28/19	12	Educational Services Office	Contracted Services	YOSEMITE COMMUNITY COLLEGE DISTRICT	18,000.00
20-P0209005	07/01/19	11	District Wide Technology	Software License and Fees	IBM CORPORATION	3,162.25
20-P0209006	07/01/19	11	District Wide Technology	Software License and Fees	FARONICS TECH US INC	3,279.15
20-P0209009	07/01/19	11	District Wide Technology	Software Support Service-Fixed	TECHNOPRO COMPUTER SOLUTIONS INC	7,475.00
20-P0209010	07/01/19	11	District Wide Technology	Software Support Service-Fixed	SITEIMPROVE INC	14,999.00
20-P0209011	07/01/19	11	District Wide Technology	Software License and Fees	PLURALSIGHT LLC	11,580.00
20-P0209012	07/01/19	11	District Wide Technology	Software Support Service-Fixed	OPEN TEXT	9,097.00
20-P0209013	07/01/19	11	District Wide Technology	Software Support Service-Fixed	NBC UNIVERSAL MEDIA LLC	10,648.00
20-P0209014	07/01/19	11	District Wide Technology	Software Support Service-Fixed	ECS IMAGING INC	11,463.00
20-P0209015	07/01/19	11	District Wide Technology	Software License and Fees	DLT SOLUTIONS, LLC	640.16
20-P0209016	07/01/19	11	District Wide Technology	Software Support Service-Fixed	ZOHO CORPORATION	3,958.20
20-P0209017	07/01/19	11	District Wide Technology	Software Support Service-Fixed	CURVATURE INC	1,032.00
20-P0209018	07/01/19	11	District Wide Technology	Software Support Service-Fixed	CURVATURE INC	5,812.00
20-P0209019	07/01/19	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	1,900.00
20-P0209020	07/01/19	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	2,400.00
20-P0209021	07/01/19	11	District Wide Technology	Software Support Service-Fixed	CALERO SOFTWARE LLC	2,817.75
20-P0209022	07/01/19	11	District Wide Technology	Software License and Fees	CARAHSOFT TECHNOLOGY CORPORATION	2,226.05
20-P0209023	07/01/19	11	District Wide Technology	Software Support Service-Fixed	SHI INTERNATIONAL CORP	12,735.76
20-P0209024	07/01/19	11	District Wide Technology	Software License and Fees	OREILLY MEDIA INC	3,990.00
20-P0209025	07/01/19	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	14,364.00
20-P0209026	07/01/19	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	16,104.00
20-P0209027	07/01/19	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	354,000.00
20-P0209028	07/01/19	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	6,731.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0209029	07/01/19	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	10,708.00
20-P0209030	07/01/19	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	476,407.00
20-P0209031	07/01/19	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	1,784.00
20-P0209032	07/01/19	11	District Wide Technology	Software Support Service-Fixed	CDW GOVERNMENT INC.	24,000.00
20-P0209033	07/01/19	11	District Wide Technology	Software Support Service-Fixed	TECHSTRATA LLC	4,180.00
20-P0209034	07/01/19	11	District Wide Technology	Software Support Service-Fixed	THYCOTIC SOFTWARE LTD	1,719.50
20-P0209035	07/01/19	11	District Wide Technology	Software Support Service-Fixed	AUTOMATION DYNAMICS INC	7,000.00
20-P0209036	07/01/19	11	District Wide Technology	Telecommunication Circuits	WILSHIRE CONNECTION LLC	114,000.00
20-P0209037	07/01/19	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	42,499.87
20-P0209038	07/01/19	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	39,517.11
20-P0209039	07/01/19	11	District Wide Technology	Software Support Service-Fixed	THE AMERGROUP INC	28,625.20
20-P0209040	07/01/19	11	District Wide Technology	Software Support Service-Fixed	OPTIV SECURITY INC	99,960.40
20-P0209042	07/01/19	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	17,043.00
20-P0209043	07/01/19	11	District Wide Technology	Software Support Service-Fixed	GOLDEN STAR TECHNOLOGY, INC.	15,553.50
20-P0209044	07/01/19	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	58,463.40
20-P0209045	07/01/19	11	District Wide Technology	Software Support Service-Fixed	HYLAND LLC	39,609.17
20-P0209046	07/01/19	11	District Wide Technology	Software Support Service-Fixed	PCMG, INC	38,500.00
20-P0209047	07/01/19	33	CDC Santa Ana College - East	Lease Agreement - Facility	ST PETER EVANGELICAL	92,748.00
20-P0209048	07/01/19	12	Continuing Education Division	Buildings - Facility Lease	AFFORDABLE HOUSING SPECIALISTS GROUP LLC	176,448.84
20-P0209049	07/01/19	41	Continuing Education Division	Buildings - Facility Lease	2000 CHAPMAN INC.	310,675.00
20-P0209050	07/01/19	11	District Wide Technology	Software Support Service-Fixed	VPLS SOLUTIONS LLC	44,431.29
20-P0209051	07/01/19	11	District Wide Technology	Software Support Service-Fixed	VPLS SOLUTIONS LLC	37,304.71
20-P0209053	07/01/19	11	District Wide Technology	Software Support Service-Fixed	NTH GENERATION COMPUTING INC	6,864.00
20-P0209054	07/01/19	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	13,991.91
20-P0209055	07/09/19	11	District Wide Technology	Contracted Services	TYLER TECHNOLOGIES INC.	14,900.00
20-P0209056	07/01/19	11	District Wide Technology	Software License and Fees	COLLEGESOURCE INC	1,481.00
20-P0209057	07/01/19	11	District Wide Technology	Software Support Service-Fixed	NTH GENERATION COMPUTING INC	2,880.00
20-P0209058	07/01/19	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	9,300.00
20-P0209059	07/02/19	11	District Wide Technology	Contracted Services	COAST ELECTRIC	14,400.00
20-P0209060	07/01/19	11	Publications	Software Support Service	ROCHESTER SOFTWARE ASSOC INC	11,600.00
20-P0209061	07/01/19	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	3,980.00
20-P0209062	07/01/19	11	District Wide Technology	Contracted Services	SECTORPOINT INC	72,000.00
20-P0209063	07/01/19	11	District Wide Technology	Software Support Service-Fixed	SECTORPOINT INC	60,000.00
20-P0209064	07/01/19	11	District Wide Technology	Software Support Service-Fixed	INSTRUCTURE INC	17,525.60
20-P0209065	07/01/19	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	10,729.48
20-P0209066	07/01/19	11	District Wide Technology	Software Support Service-Fixed	GOLDEN STAR TECHNOLOGY, INC.	22,054.16
20-P0209067	07/01/19	11	Maintenance & Operations	Contracted Services	IRVINE VALLEY AIR CONDITIONING INC	48,500.00
20-P0209070	07/02/19	11	Risk Management	Excess/Copies Usage	XEROX CORP	2,897.09
20-P0209071	07/02/19	11	Facility Planning Office	Software License and Fees	FOUNDATION FOR CALIFORNIA	21,165.96
20-P0209072	07/02/19	12	Safety & Parking - DO	Software License and Fees	LIVESAFE INC	30,000.00
20-P0209073	07/02/19	12	Continuing Education Division	Lease Agreement - Facility	OCR LAND, LLC	159,492.00
20-P0209074	07/02/19	11	Academic Support - SAC	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,612.40

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

06/16/19 thru 07/13/19

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0209075	07/02/19	11	Academic Support - SAC	Excess/Copies Useage	KONICA MINOLTA BUSINESS	327.75
20-P0209076	07/03/19	11	Business Operations' Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,447.24
20-P0209077	07/03/19	11	Business Operations' Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	1,000.00
20-P0209078	07/03/19	11	Business Operations' Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,447.24
20-P0209079	07/03/19	11	Business Operations' Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	1,000.00
20-P0209080	07/03/19	11	Purchasing	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,590.27
20-P0209081	07/03/19	11	Purchasing	Excess/Copies Useage	KONICA MINOLTA BUSINESS	350.00
20-P0209082	07/03/19	11	District Wide Technology	Software Support Service-Fixed	VPLS SOLUTIONS LLC	60,672.97
20-P0209083	07/10/19	11	Human Resources Office	Software Support Service	GREENTREE SYSTEMS INC	36,167.00
20-P0209084	07/03/19	12	Continuing Education Division	Security Systems & Services	BOYD & ASSOCIATES	1,020.00
20-P0209085	07/03/19	12	Continuing Education Division	Drinking Water Service	NESTLE WATERS NORTH AMERICA	366.95
20-P0209086	07/03/19	12	Continuing Education Division	Telecommunication Circuits	WILSHIRE CONNECTION LLC	47,700.00
20-P0209087	07/05/19	11	Academic Affairs Office	Software License and Fees	NEVADA CONTRACTORS REGISTRY, INC	7,037.50
20-P0209088	07/11/19	11	Academic Affairs Office	Excess/Copies Useage	XEROX CORP	4,070.52
20-P0209089	07/08/19	11	Maintenance & Operations	Contracted Services	KONICA MINOLTA BUSINESS	2,000.00
20-P0209091	07/08/19	61	Risk Management	Contracted Services	WEST HEALTH ADVOCATE SOLUTIONS, INC.	38,000.00
20-P0209094	07/09/19	11	Business Operations' Office	Legal Expenses	ATKINSON ANDELSON LOYA RUUD ROMO	65,000.00
20-P0209095	07/09/19	11	Business Operations' Office	Legal Expenses	BERGMAN DACEY GOLDSMITH	20,000.00
20-P0209096	07/09/19	11	Business Operations' Office	Legal Expenses	ORBACH HUFF SUAREZ	150,000.00
20-P0209097	07/09/19	11	Business Operations' Office	Legal Expenses	PUBLIC AGENCY LAW GROUP	100,000.00
20-P0209098	07/09/19	11	District Wide Technology	Software Support Service-Fixed	CCLC COMMUNITY COLLEGE LEAGUE	73,311.80
20-P0209099	07/09/19	11	Networking	Maint Contract - Other Equip	KLM INC	12,040.00
20-P0209100	07/09/19	11	District Wide Technology	Contracted Services	DATA CLEAN CORP	4,275.00
20-P0209101	07/09/19	11	District Wide Technology	Contracted Services	TYLER TECHNOLOGIES INC.	14,400.00
20-P0209102	07/09/19	12	Counseling	Excess/Copies Useage	XEROX CORP	555.62
20-P0209103	07/10/19	12	Educational Services Office	Contracted Services	CHAFFEY COMMUNITY COLLEGE DISTRICT	131,000.00
20-P0209104	07/10/19	12	Educational Services Office	Contracted Services	SOLANO COMMUNITY COLLEGE DISTRICT	131,000.00
20-P0209105	07/09/19	12	Health & Wellness	Excess/Copies Useage	HEWLETT PACKARD CO	1,200.00
20-P0209107	07/10/19	11	Maintenance & Operations	Contracted Services	ORKIN PEST CONTROL	1,010.88
20-P0209108	07/11/19	12	Financial Aid Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,079.64
20-P0209109	07/11/19	12	Financial Aid Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	268.32
20-P0209110	07/12/19	11	District Wide Technology	Software Support Service-Fixed	UTELOGY CORPORATION	6,965.20
Grand Total:						\$9,232,417.04

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF001060	6/17/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$143.82
GM-CAF001061	6/17/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$757.09
GM-CAF001062	6/25/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$3,841.56
GM-CAF001063	6/18/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$626.00
GM-CAF001064	6/21/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$587.53
GM-CAF001066	7/8/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$97.20
GM-CAF001067	6/21/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,109.72
GM-CAF001068	7/9/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,056.21
GM-CAF001070	6/21/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$413.40
GM-CAF001071	7/13/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$506.95
GM-CAF001072	7/2/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,143.30
GM-DON002932	6/18/2019	31	SAC Bookstore	General Merchandise	ACADEMIC CAP & GOWN	\$600.00
GM-EXPR001731	6/17/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$159.66
GM-EXPR001733	6/18/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$390.84
GM-EXPR001734	6/17/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,038.55
GM-EXPR001735	6/25/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$2,957.57
GM-EXPR001736	6/21/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$408.56
GM-EXPR001738	7/1/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$87.66
GM-EXPR001739	7/8/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$100.62
GM-EXPR001741	7/2/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,088.38
GM-EXPR001742	7/12/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$950.32
GM-EXPR001744	6/21/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$55.70
GM-EXPR001745	7/2/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,165.60
GM-EXPR001746	7/13/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$546.50
GM-HAWK003127	6/17/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$1,174.87
GM-HAWK003128	6/17/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,230.13
GM-HAWK003129	6/18/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$250.89
GM-HAWK003130	6/18/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$91.36
GM-HAWK003131	6/18/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$253.98
GM-HAWK003132	6/18/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$358.34
GM-HAWK003133	6/18/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$449.06
GM-HAWK003134	6/18/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$346.74
GM-HAWK003135	6/18/2019	31	SCC Bookstore	General Merchandise	HANY WAHBA	\$135.45
GM-HAWK003136	6/18/2019	31	SCC Bookstore	General Merchandise	SANTIAGO HILLS AUTO SPA	\$438.26
GM-HAWK003138	6/24/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$37.44
GM-HAWK003139	6/25/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$176.39
GM-HAWK003140	6/25/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$192.77

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK003142	6/26/2019	31	SCC Bookstore	General Merchandise	OURAY SPORTSWEAR BY SCI	\$1,342.25
GM-HAWK003143	7/1/2019	31	SCC Bookstore	General Merchandise	HYDRO FLASK	\$1,720.00
GM-HAWK003144	7/12/2019	31	SCC Bookstore	General Merchandise	HANY WAHBA	\$101.91
TX-CEC000582	7/11/2019	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$11,656.09
TX-CEC000583	7/11/2019	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$5,760.00
TX-CEC000584	7/11/2019	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$12,453.00
TX-CEC000585	7/11/2019	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$4,644.00
TX-DON005774	6/17/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$665.60
TX-DON005775	6/18/2019	31	SAC Bookstore	Textbook	AMAZON	\$288.47
TX-DON005776	6/18/2019	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$2,550.00
TX-DON005777	6/18/2019	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$2,250.00
TX-DON005778	6/18/2019	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,247.50
TX-DON005779	6/18/2019	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,131.50
TX-DON005780	6/20/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$115.68
TX-DON005781	6/20/2019	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$106.40
TX-HAWK004362	6/17/2019	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$900.00
TX-HAWK004363	6/18/2019	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$68.04
TX-HAWK004364	6/19/2019	31	SCC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$63.36
TX-HAWK004365	7/8/2019	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$31,223.90
TX-HAWK004366	7/9/2019	31	SCC Bookstore	Textbook	BNI	\$239.84
TX-HAWK004367	7/11/2019	31	SCC Bookstore	Textbook	TEXAS BOOK COMPANY	\$239.76
Grand Total :						\$103,735.72

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

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

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 16, 2019 THROUGH JULY 13, 2019
BOARD MEETING OF AUGUST 12, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0057420	\$97,832.29	High voltage electric vehicles for Santa Ana College Automotive Technology training program	SAC -Auto Tech	Bid #1376 Board Approved: June 17, 2019
19-P0057421	\$45,835.50	Instructional training for Fire Fighters - City of Huntington Beach	SAC -Fire Tech	Board Approved: June 25, 2018
19-P0057422	\$46,404.75	Instructional training for Fire Fighters - City of Newport Beach	SAC -Fire Tech	Board Approved: June 25, 2018
19-P0057424	\$16,337.25	Instructional training for Fire Fighters - City of Anaheim	SAC -Fire Tech	Board Approved: February 26, 2018
19-P0057425	\$18,086.75	Instructional training for Fire Fighters - Rancho Cucamonga Fire District	SAC -Fire Tech	Board Approved: September 10, 2018
19-P0057433	\$23,103.13	Office furniture for Suite 301 offices at the District Operations Center	DO -Facility Planning	Received Quotations: *1. Quality Office Furnishings, Inc. 2. Culver Newlin *Successful Bidder
19-P0057434	\$32,550.00	Consulting services to assist with a comparative analysis of the District and Campus-level research and planning offices.	DO -Educational Services	Board Approved: February 25, 2019
19-P0057446	\$15,228.00	Omnigo Software renewal	DO -Safety & Security	Board Approved: May 28, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 16, 2019 THROUGH JULY 13, 2019
BOARD MEETING OF AUGUST 12, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0057450	\$17,330.96	Plywood installation on doors and windows at the Orange Education Center	DO -Facility Planning	Received Quotations: *1. DC Construction Management 2. Painting & Dècor, Inc. *Successful Bidder
20-P0057484	\$99,500.00	Unlimited, perpetual site license for the audio/visual operating system at the Science Center at Santa Ana College	DO -Facility Planning	Board Approved: April 29, 2019
19-P0057500	\$19,539.50	Instructional training for Fire Fighters - City of Orange	SAC -Fire Tech	Board Approved: February 26, 2018
19-P0057501	\$21,814.50	Instructional training for Fire Fighters - City of Vernon	SAC -Fire Tech	Board Approved: June 11, 2018
19-P0057502	\$66,932.75	Instructional training for Fire Fighters - San Bernardino County	SAC -Fire Tech	Board Approved: September 10, 2018
19-P0057503	\$16,730.50	Instructional training for Fire Fighters - City of West Covina	SAC -Fire Tech	Board Approved: February 26, 2018
20-P0057525	\$25,000.00	Custodial supplies for Santa Ana College	SAC -Custodial	Purchased from the California Multiple Award Schedule (CMAS) Contract #4-13-73-0024A Board Approved: April 13, 2015
20-P0057568	\$58,124.00	Tree trimming at Santa Ana College	SAC -Grounds	Received Quotations: *1. Treesmith Enterprises, Inc. *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 16, 2019 THROUGH JULY 13, 2019
BOARD MEETING OF AUGUST 12, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0057587	\$16,500.00	Monthly electricity usage at Orange Education Center, Main Street	SCC -Continuing Education Division	Utility fees
20-P0057596	\$31,000.00	Fire alarm system repairs at Santa Ana College	SAC -Administrative Services	Continuation and remediation of the Fire Protection Investigation Report dated May 29, 2019
19-P0057641	\$240,404.50	Instructional training for Fire Fighters - Orange County Fire Authority	SAC -Fire Tech	Board Approved: February 26, 2018
19-P0057672	\$581,200.00	Consultant to provide project inspector services for the Johnson Student Center project at Santa Ana College	DO -Facility Planning	Board Approved: May 28, 2019
20-P0057679	\$168,791.00	Annual premiums to cover student's basic, catastrophic and athletic insurance at Santa Ana College and Santiago Canyon College	DO -Risk Management	2019-2020 Premiums
19-P0057685	\$50,000.00	Deposit for USPS bulk mail account	DO -Mailroom	Postage
20-P0057702	\$37,894.80	Electronic library resource subscriptions for Santiago Canyon College Library	SCC -Library Services	Annual renewal
20-P0057708	\$20,000.00	Custodial supplies for Santiago Canyon College	SCC -Custodial	Purchased from the California Multiple Award Schedule (CMAS) Contract #4-13-73-0024A Board Approved: April 13, 2015

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 16, 2019 THROUGH JULY 13, 2019
BOARD MEETING OF AUGUST 12, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0057716	\$37,037.50	Deposit: 50% of total contract amount for orientation, workshop, and explainer video production	SAC -Counseling	Board Approved: February 25, 2019
20-P0057753	\$45,157.00	Dues for the Accrediting Commission for Community and Junior Colleges	SAC -Accreditation	Annual renewal
20-P0057757	\$15,000.00	Project participation fee for year three for the California Guided Pathways project	SAC -Academic Affairs	Board Approved: February 27, 2017
20-P0057769	\$20,902.67	Library databases for Santa Ana College Library	SAC -Library Services	Annual renewal
19-P0199551	\$1,193,863.00	Sub-agreement with Los Angeles CCD on behalf of LA Trade Tech College to implement round 3 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017
19-P0199554	\$16,215.00	Licensed access to curriculum for Spring 2019 for students participating in the OC Teacher Pathway Partnership at Orange Unified School District	SCC -Pathways to Teaching	Board Approved: October 23, 2017
19-P0199556	\$15,000.00	Sub-agreement with MiraCosta CCD on behalf of MiraCosta College to participate in an Industry Sector Projects in Common (ISPIC) for Life Sciences/Biotech	DO -Resource Development	Board Approved: February 25, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 16, 2019 THROUGH JULY 13, 2019
BOARD MEETING OF AUGUST 12, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0199557	\$200,000.00	Sub-agreement with Chabot-Las Positas CCD on behalf of Chabot College to host the Bay Area region Deputy Sector Navigator for Business and Entrepreneurship	DO -Resource Development	Board Approved: February 4, 2019
19-P0199559	\$1,028,440.00	Sub-agreement with Los Angeles CCD on behalf of LA Harbor College to implement round 3 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017
19-P0199564	\$18,000.00	Sub-agreement with Yosemite CCD on behalf of Columbia College to participate in an Industry Sector Projects in Common (ISPIC) for Retail/Hospitality/Tourism	DO -Resource Development	Board Approved: March 25, 2019
20-P0209026	\$16,104.00	Ellucian Managed Identity service	DO -ITS	Board Approved: May 16, 2016
20-P0209027	\$354,000.00	Ellucian Application Management and Application Hosting services	DO -ITS	Board Approved: September 14, 2015
20-P0209030	\$476,407.00	Ellucian Maintenance Advantage program	DO -ITS	Board Approved: June 15, 2015
20-P0209032	\$24,000.00	Software License, Cisco Umbrella Insights	DO -ITS	Annual renewal
20-P0209036	\$114,000.00	Dark fiber connectivity service fee	DO -ITS	RFP #1200 Board Approved: April 15, 2013

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 16, 2019 THROUGH JULY 13, 2019
BOARD MEETING OF AUGUST 12, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209037	\$42,499.87	Annual renewal of Compellent support agreement for Santa Ana College	DO -ITS	Received Quotations: *1. Sidepath, Inc. 2. SHI *Successful Bidder
20-P0209038	\$39,517.11	Annual renewal of Compellent support agreement for Santiago Canyon College	DO -ITS	Received Quotations: *1. Sidepath, Inc. 2. SHI *Successful Bidder
20-P0209039	\$28,625.20	Annual renewal of software support for OnSSI Ocularis	DO -ITS	Received Quotations: *1. American Security Group 2. Golden Star Technology *Successful Bidder
20-P0209040	\$99,960.40	Annual renewal of software support for Threat Prevention	DO -ITS	Purchased from the California Multiple Award Schedule (CMAS) Contract #3-09-70-2428M Board Approved: October 26, 2009
20-P0209042	\$17,043.00	Annual renewal of software license, Symantec Symed Secure	DO -ITS	Received Quotations: *1. Computerland of Silicon Valley 2. CDW-Government *Successful Bidder
20-P0209043	\$15,553.50	Annual renewal of maintenance support for End Point License and InformaCast Mobile	DO -ITS	Received Quotations: *1. Golden Star Technology, Inc. 2. Singlewire Software *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 16, 2019 THROUGH JULY 13, 2019
BOARD MEETING OF AUGUST 12, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209044	\$58,463.40	Annual renewal of support coverage for VMware software	DO -ITS	Received Quotations: *1. Computerland of Silicon Valley 2. SHI *Successful Bidder
20-P0209045	\$39,609.17	Annual renewal of software support for Perceptive and CaptureNow licenses	DO -ITS	Annual renewal
20-P0209046	\$38,500.00	Annual renewal for Veritas software	DO -ITS	Received Quotations: *1. PCM-G 2. Insight *Successful Bidder
20-P0209047	\$92,748.00	Facility lease for Santa Ana College -East Child Development Center	SAC -CDC East	Board Approved: June 17, 2019
20-P0209048	\$176,448.84	Lease of property at 1572 N. Main Street, Orange, CA 92867	SCC -OEC	Board Approved: January 11, 2016
20-P0209049	\$310,675.00	Lease of property at 1937 W. Chapman Avenue, Suite 200, Orange, CA 92868	SCC -OEC	Board Approved: January 14, 2013
20-P0209050	\$44,431.29	Annual renewal of support coverage for Veeam software	DO -ITS	Received Quotations: *1. VPLS Solutions, LLC 2. CDW-Government *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 16, 2019 THROUGH JULY 13, 2019
BOARD MEETING OF AUGUST 12, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209051	\$37,304.71	Annual renewal of support coverage for Aruba software	DO -ITS	Received Quotations: *1. VPLS Solutions, LLC 2. CDW-Government *Successful Bidder
20-P0209062	\$72,000.00	Annual renewal of remote services in support of District Websites	DO -ITS	Proprietary support of websites
20-P0209063	\$60,000.00	Annual renewal of maintenance for proprietary SWS Dynamic Web Suite software support for District Websites	DO -ITS	Proprietary maintenance of websites
20-P0209064	\$17,525.60	Annual renewal of support for Canvas Learning Management System	DO -ITS	Board Approved: January 9, 2017
20-P0209066	\$22,054.16	Annual renewal of hardware support for Extremework Systems	DO -ITS	Received Quotations: *1. Golden Star Technology 2. Extreme *Successful Bidder
20-P0209067	\$48,500.00	HVAC preventative maintenance for the District Operations Center	DO -Facility Planning	Bid #1330 Board Approved: September 11, 2017
20-P0209071	\$21,165.96	Annual renewal of Fusion software license	DO -Facility Planning	Purchased through the Foundation for California Community Colleges (FCCC)

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 16, 2019 THROUGH JULY 13, 2019
BOARD MEETING OF AUGUST 12, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209072	\$30,000.00	Annual renewal of license for two-way communication hosting services between users and safety officials	DO -Safety & Security	Board Approved: May 16, 2016
20-P0209073	\$159,492.00	Lease of parking lot spaces at 523 N. Grand, Santa Ana, CA 92706	SAC -CEC	Board Approved: April 12, 2017
20-P0209082	\$60,672.97	Annual renewal of support coverage for Cisco/Smartnet systems	DO -ITS	Received Quotations: *1. VPLS Solutions, LLC 2. Presidio Networked Solutions *Successful Bidder
20-P0209083	\$36,167.00	Annual renewal of hosting and onboarding service fees for hiring system manager applicant tracking system	DO -Human Resources	Board Approved: May 14, 2018
20-P0209086	\$47,700.00	Dark fiber connectivity service fee for the Orange Education Center at Main Street	SCC -OEC/CWPC	Bid #1287 Board Approved: June 19, 2016
20-P0209091	\$38,000.00	Employee Advocacy and Employee Assistance Program services	DO -Risk Management	Board Approved: July 20, 2015
20-P0209094	\$65,000.00	General legal services with Atkinson Andelson Loya Rudd Romo	DO -Business Operations and Fiscal Services	Board Approved: June 25, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 16, 2019 THROUGH JULY 13, 2019
BOARD MEETING OF AUGUST 12, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209095	\$20,000.00	General legal services with Bergman Dacey Goldsmith	DO -Business Operations and Fiscal Services	Board Approved: June 25, 2018
20-P0209096	\$150,000.00	General legal services with Orbach Huff Suarez & Henderson	DO -Business Operations and Fiscal Services	Board Approved: June 25, 2018
20-P0209097	\$100,000.00	General legal services with Public Agency Law Group	DO -Business Operations and Fiscal Services	Board Approved: April 13, 2015
20-P0209098	\$73,311.80	Turnitin subscription and fees	DO -ITS	Purchased through the Community College League of California (CCLC)
20-P0209103	\$131,000.00	Sub-agreement with Chaffey CCD on behalf of Chaffey College to participate in an Industry Sector Projects in Common (ISPIC) for Energy, Construction and Utilities	DO -Educational Services	Board Approved: March 11, 2019
20-P0209104	\$131,000.00	Sub-agreement with Solano CCD on behalf of Solano Community College to participate in an Industry Sector Projects in Common (ISPIC) for Business and Entrepreneurship	DO -Educational Services	Board Approved: February 25, 2019
TX-HAWK004365	\$31,223.90	Textbooks purchased for resale	SCC Bookstore	Purchased from Nebraska Book Co. Manager review and approval : Bill Jeffery - 7/8/19

4.17 (25)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed. To access these items, please [click here](#).

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>								
1.	<p>California Campus Catalyst Fund (SAC) Grant award from the Catalyst Fund to expand support for undocumented students and their families across the state’s three public higher education systems. (19/20). <i>No match required.</i></p>	07/01/2019	\$120,000								
2.	<p>California Work Opportunity and Responsibility to Kids (CalWORKs)/Work Study/Temporary Assistance for Needy Families (TANF) (SCC) Annual allocations from the California Community Colleges Chancellor’s Office to provide direct support services for welfare students who are enrolled in educational programs as they prepare to transition out of the welfare setting and into gainful employment. (19/20).</p> <table border="0" style="margin-left: 40px;"> <tr> <td style="text-align: center;"><u>CalWORKs</u></td> <td style="text-align: center;"><u>Work Study</u></td> <td style="text-align: center;"><u>TANF (Federal)</u></td> <td style="text-align: center;"><u>Total</u></td> </tr> <tr> <td style="text-align: center;">\$137,849</td> <td style="text-align: center;">\$6,165</td> <td style="text-align: center;">\$30,170</td> <td style="text-align: center;">\$174,184</td> </tr> </table> <p><i>The match required is 1-to-1 of CalWORKs Program and Work Study funds. SCC’s match is \$144,014 that consists of \$5,977 district-funded staff costs and \$138,037 need-based financial aid (Pell grants, SEOG, BOG fee waiver, and Cal grants).</i></p>	<u>CalWORKs</u>	<u>Work Study</u>	<u>TANF (Federal)</u>	<u>Total</u>	\$137,849	\$6,165	\$30,170	\$174,184	07/01/2019	\$174,184
<u>CalWORKs</u>	<u>Work Study</u>	<u>TANF (Federal)</u>	<u>Total</u>								
\$137,849	\$6,165	\$30,170	\$174,184								
3.	<p>College Assistance Migrant Program – Year 3 (SCC) Third year of a five-year 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. (19/20). <i>No match required.</i></p>	07/01/2019	\$425,000								
4.	<p>Community College Tobacco Cessation Services (SAC) Grant award from the Orange County Health Care Agency to engage in conversations and activities to support the implementation of tobacco-free environmental strategies within Santa Ana College. Funding will support cessation services at the campus to improve health and reduce exposure of students, faculty and staff to second-hand smoke and vapor. (19/20). <i>No match required.</i></p>	07/01/2019	\$50,000								

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<p>5. Guided Pathways (SAC & SCC)</p> <p>Third year of a five-year award from the California Community Colleges Chancellor's Office to support the planning and implementation process of the Guided Pathways framework across California Community Colleges. (19/20). <i>No match required.</i></p> <ul style="list-style-type: none"> • SAC – \$398,321 • SCC – \$197,822 	07/01/2019	\$596,143
<p>6. Integrated Technology – Data Science Tools Fiscal Agent (DO)</p> <p>Award from the California Community Colleges Chancellor's Office to serve as the Fiscal Agent for the 2019/2020 Integrated Technology-Data Science Tools grant. As Fiscal Agent, RSCCD will process sub-agreements and contracts, monitor performance and spending and provide timely responsiveness to grant inquiries, and provide the Chancellor's Office staff with information needed for decision-making and oversight. Working in partnership with the Chancellor's Office, practitioners, and key partners to support an effort to integrate data systems for community colleges to use for strategic planning and development in order to accelerate student success leading to an increase in completion rates, higher levels of educational attainment, stronger economic outcomes, and reduce equity gaps. (19/20). <i>The match required is 10% of the award amount at \$350,000 and will be provided by the implementation partners.</i></p>	07/01/2019	\$3,500,000
<p>7. Integrated Technology – Data Services Program Fiscal Agent (DO)</p> <p>Award from the California Community Colleges Chancellor's Office to serve as the Fiscal Agent for the 2019/20 Integrated Technology-Data Services Program (DSP) grant. As the Fiscal Agent, RSCCD will create sub-contracts with third party service providers for services approved by the Chancellor's Office. The DSP will design and implement a consolidated data repository with real-time integrations to enable the Chancellor's Office access to multiple measures placement, student personalization, metrics simplification and dashboard optimization. Through the DSP, the Chancellor's Office will implement big-data and cloud infrastructure strategies, implement data management protocols and tools and centrally manage data sharing in alignment with the <i>Vision for Success</i> framework (Assembly Bill 705). (19/20). <i>No match required.</i></p>	07/01/2019	\$481,000
<p>8. Key Talent Administration & Sector Strategy Fiscal Agent (DO)</p> <p>Second year of a five-year award for RSCCD to serve as the Fiscal Agent responsible for contracting, monitoring, technical assistance and fund management for specific grant initiatives of the Workforce and Economic Development Division, of the California Community Colleges Chancellor's Office, including the Deputy Sector Navigators/Regional Directors, Centers of Excellence and other partners or vendors contributing to implementation and assessment of the work performed, as directed and approved by the Chancellor's Office. (19/20) <i>No match required.</i></p>	07/01/2019	\$16,500,000
<p>9. Los Angeles and Orange County Regional Consortium (DO)</p> <p>Grant award from the California Community Colleges Chancellor's Office to operate the regional consortium for community college Career Technical Education leaders in Los Angeles and Orange County. The Regional Consortia projects are intended to align the CTE programs across a region with the workforce needs in the region. (19/20). <i>No match required.</i></p>	07/01/2019	\$370,000

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<p>10. Math, Engineering and Science Achievement (MESA) Program (SAC)</p> <p>Funds from the California Community Colleges Chancellor’s Office to continue the existing MESA program, which provides academic, enrichment activities and support services to eligible science, mathematics, computer science, and engineering students, in order to increase the number of disadvantaged students who transfer to college/ university programs. (19/20). <i>The match required is \$74,515; the actual match contribution is \$101,349 that includes Suzanne Lohmann, MESA Student Services Coordinator at \$46,153 (56%) and benefits at \$55,196 (100%). All benefits for the Coordinator are unallowable costs to the grant.</i></p>	07/01/2019	\$74,515
<p>11. Santa Ana Middle College High School (SAC)</p> <p>Funds from the California Community Colleges Chancellor’s Office to continue the existing Middle College High School, which provides a supportive, academically challenging environment for high ability, at-risk youth leading to a rich high school education, independence and success in college and beyond. (19/20). <i>The match required is 1-to-1. Santa Ana Unified School District will provide the entire amount of the required match via the MCHS Principal’s salary and benefits.</i></p>	07/01/2019	\$100,000
<p>12. Sector Navigator – Retail/Hospitality/Tourism (DO)</p> <p>Grant award from the California Community Colleges Chancellor’s Office to develop Retail/Hospitality/Tourism programs throughout the state by providing up-to-date information on industry trends and workforce needs, coordinating alignment of industry sector work by the regional directors, as well as providing colleges with successful models and best practices. (19/20). <i>No match required.</i></p>	07/01/2019	\$372,000
<p>13. Student Support Services – Regular Program – Year 5 (SCC)</p> <p>Fifth year of a five-year federal grant award from the U.S. Department of Education to provide low-income, first-generation students with comprehensive services that include early outreach, advisement, educational planning, college and placement preparation, targeted academic skill development, and financial aid and scholarship workshops to improve student persistence and academic achievement. (19/20). <i>No match required.</i></p>	09/01/2019	\$253,032
<p>14. Student Support Services – Veterans Program – Year 5 (SAC)</p> <p>Fifth year of a five-year federal grant award from the U.S. Department of Education to provide comprehensive services to low-income, first-generation and/or disabled SAC veteran students through early outreach, advisement, educational planning, college and placement preparation, targeted academic skill development and veterans’ benefits and financial aid workshops to increase student persistence and academic achievement. (19/20). <i>No match required.</i></p>	09/01/2019	\$253,032
<p>15. Student Support Services – Year 4 (SAC)</p> <p>Fourth year of a five-year federal grant award from the U.S. Department of Education to provide low-income, first-generation students with comprehensive services that include early outreach, advisement, educational planning, college and placement preparation, targeted academic skill development, and financial aid and scholarship workshops to improve student persistence and academic achievement. (19/20). <i>No match required.</i></p>	09/01/2019	\$336,234

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
16. Talent Search – Year 2 (SAC) Second year of a five-year federal grant from the U.S. Department of Education to increase retention, graduation, and college-going rates of City of Santa Ana’s 8th – 12th grade students. (19/20). <i>No match required.</i>	09/01/2019	\$415,929
17. Upward Bound – Year 3 (SAC) Third year of a five-year federal grant from the U.S. Department of Education to increase high school graduation rates, increase competency in college preparatory classes, and increase university entrance rates. (19/20). <i>No match required.</i>	09/01/2019	\$335,455

RECOMMENDATION

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

Fiscal Impact:	\$24,356,524	Board Date: August 12, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
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: August 12, 2019
Re: Approval of Sub-Agreements between RSCCD and Educational Results Partnership, the Foundation for California Community Colleges and WestEd for the Data Science Tools Grant	
Action: Request for Approval	

BACKGROUND

In 2018/19, Rancho Santiago Community College District (RSCCD) was selected to serve as the fiscal agent for the California Community Colleges Chancellor's Office's Data Science Tools Fiscal Agent Grant, which is for the development and maintenance of a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics for community colleges to use for strategic and data-informed program development. A continuing allocation for the 2019/20 Data Science Tools grant was awarded in July 2019.

ANALYSIS

New sub-agreements with the existing implementation partners Educational Results Partnership, the Foundation for California Community Colleges, and WestEd have been developed for the 2019/20 grant award. The performance period for these agreements is July 1, 2019 through June 30, 2020.

Contractor	Amount	Agreement No.
Educational Results Partnership	1,991,093	DO-19-2241-01
Foundation for California Community Colleges	168,269	DO-19-2241-02
WestEd	893,026	DO-19-2241-03

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

RECOMMENDATION

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

Fiscal Impact: \$3,052,388 (grant-funded)	Board Date: August 12, 2019
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	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
[NAME OF SUBCONTRACTOR]**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 12th day of August, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [Name of Subcontractor] (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 the “Data Science Tools Fiscal Agent” grant, Prime Award #19-083-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office, (hereinafter “PRIME SPONSOR”), Data Innovation and Infrastructure Division, to develop and maintain a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics.

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, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work
SUBCONTRACTOR agrees to perform the work as described 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, 2019, through June 30, 2020.
3. Total Cost
The total cost to RSCCD for performance of this Agreement shall not exceed \$ [REDACTED] .
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, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories

are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Payment

Payment to the SUBCONTRACTOR will occur through reimbursement for allowable expenditures through submission of an invoice (refer to 6. Invoices) on a monthly basis.

6. Invoicing

Detailed invoices should be submitted on a monthly basis (see 5. Payment). Documentation of expenditures will be required to process invoices. The invoice must include the Agreement number (refer to footer) and should be submitted electronically. Refer to the Invoice Form and Instructions (*Exhibit B*) for guidance on how to complete and submit the invoice. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. 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.

9. 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 or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

10. Subcontract Assignment

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.

11. 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.

12. 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.

13. 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 solely by the negligence of the non-indemnifying party or any of its agents or employees.

14. 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.

15. 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.

16. 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:

Sarah Santoyo, Fiscal Agent Administrator
Rancho Santiago Community College District
2323 N. Broadway, Ste. 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Program Contact:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

Fiscal Contact:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

17. 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.

18. 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 (Articles I, Rev. 04/19 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: **[NAME OF
SUBCONTRACTOR]**

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: August 12, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work/Project Application approved by the Chancellor's Office

Exhibit B: Invoice Form and Instructions

Exhibit C: RFA Specifications

To access the exhibits related to this sub-agreement, please [click here](#).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Sub-Agreements between RSCCD and Allan Hancock, Butte-Glenn, Cabrillo, Cerritos, Chabot-Los Positas, Chaffey, Coast, Contra Costa, Desert, Foothill-DeAnza, Glendale, Grossmont-Cuyamaca, Lake Tahoe, Long Beach, Los Rios, Merced, MiraCosta, Mt. San Antonio, Ohlone, Palomar, Peralta, Rio Hondo, San Bernardino, San Diego, San Joaquin Delta, San Jose Evergreen, San Luis Obispo County, San Mateo County, Santa Barbara, Santa Clarita, Sequoias, Shasta-Tehama-Trinity Joint, Sierra, Sonoma County, South Orange County, Southwestern, State Center, Victor Valley, Yosemite, and Yuba Community College Districts to award 2019/2020 Deputy Sector Navigator Grants to Host Colleges/Districts	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

In 2018/19, sixty-five host colleges were selected to host a Deputy Sector Navigator grant. Each host college will receive a renewal grant award for the 2019/20 fiscal year. Sixty-four sub-agreements have been developed with the host colleges for the renewal awards, as one college has declined to continue to serve as a host. The performance period for second round recipients is July 1, 2019, through September 30, 2020. The Scope of Work for each sub-agreement will consist of a project application that has been approved by the Chancellor's Office.

2019/2020 List of Selected Deputy Sector Navigators & Host Colleges

Sector	Host District	Host College	Award Amount	Sub-agreement
Bay Region				
ICT/Digital Media	Cabrillo	Cabrillo	\$200,000.00	DO-19-2566-09
Business & Entrepreneur.	Chabot-Las Positas	Chabot	\$200,000.00	DO-19-2566-10
Adv. Trans. & Logistics	Peralta	College of Alameda	\$200,000.00	DO-19-2566-11
ICT/Digital Media	Contra Costa	Diablo Valley	\$200,000.00	DO-19-2566-12
Health	Foothill-DeAnza	DeAnza	\$200,000.00	DO-19-2566-13
Life Science/Biotech	Ohlone	Ohlone	\$200,000.00	DO-19-2566-14
Advanced Manufacturing	Peralta	Laney College	\$200,000.00	DO-19-2566-15
ICT/Digital Media	San Jose Evergreen	Evergreen Valley	\$200,000.00	DO-19-2566-16
Global Trade	San Mateo County	Ca ada	\$200,000.00	DO-19-2566-17

Sector	Host District	Host College	Award Amount	Sub-agreement
Health	San Mateo County	Ca ada	\$200,000.00	DO-19-2566-18
Energy, Constr. & Util.	San Mateo County	College of San Mateo	\$200,000.00	DO-19-2566-19
Agri., Water & Environ.	Sonoma County	Santa Rosa Junior	\$200,000.00	DO-19-2566-20
Business & Entrepreneur.	Sonoma County	Santa Rosa Junior	\$200,000.00	DO-19-2566-21
Retail/Hospitality/Tourism	Sonoma County	Santa Rosa Junior	\$200,000.00	DO-19-2566-22
Central Valley/Mother Lode				
Retail/Hospitality/Tourism	Merced	Merced	\$200,000.00	DO-19-2566-23
Business & Entrepreneur.	San Joaquin Delta	San Joaquin Delta	\$200,000.00	DO-19-2566-24
Health	Sequoias	College of theSequoias	\$200,000.00	DO-19-2566-25
ICT/Digital Media	State Center	Fresno City College	\$200,000.00	DO-19-2566-26
Global Trade	State Center	State Center CCD	\$200,000.00	DO-19-2566-27
Agri., Water & Environ.	Yosemite	Modesto Junior	\$200,000.00	DO-19-2566-28
Inland Empire/Desert				
Advanced Manufacturing	Chaffey	Chaffey	\$200,000.00	DO-19-2566-29
Energy, Constr. & Util.	Desert	College of the Desert	\$200,000.00	DO-19-2566-30
Health	Desert	College of the Desert	\$200,000.00	DO-19-2566-31
ICT/Digital Media	San Bernardino	San Bernardino CCD	\$200,000.00	DO-19-2566-32
Adv. Trans. & Logistics	Victor Valley	Victor Valley CCD	\$200,000.00	DO-19-2566-33
Business & Entrepreneur.	Victor Valley	Victor Valley	\$200,000.00	DO-19-2566-34
Los Angeles & Orange County				
Adv. Trans. & Logistics	Cerritos	Cerritos	\$200,000.00	DO-19-2566-35
Business & Entrepreneur.	Cerritos	Cerritos	\$200,000.00	DO-19-2566-36
Adv. Trans. & Logistics	Coast	Golden West	\$200,000.00	DO-19-2566-37
Health	Coast	Golden West	\$200,000.00	DO-19-2566-38
Retail/Hospitality/Tourism	Coast	Orange Coast	\$200,000.00	DO-19-2566-39
ICT/Digital Media	Glendale	Glendale Community	\$200,000.00	DO-19-2566-40
Global Trade	Long Beach	Long Beach City	\$200,000.00	DO-19-2566-41
Health	Mt. San Antonio	Mt. San Antonio	\$200,000.00	DO-19-2566-42
Energy, Constr. & Util.	Rio Hondo	Rio Hondo	\$200,000.00	DO-19-2566-43
Health	Rio Hondo	Rio Hondo	\$200,000.00	DO-19-2566-44
Energy, Constr. & Util.	So. Orange County	Saddleback	\$200,000.00	DO-19-2566-45
North/Far North				
Energy, Constr. & Util.	Butte-Glenn	Butte	\$200,000.00	DO-19-2566-46
Health	Butte-Glenn	Butte	\$200,000.00	DO-19-2566-47
ICT/Digital Media	Butte-Glenn	Butte	\$200,000.00	DO-19-2566-48
Retail/Hospitality/Tourism	Lake Tahoe	Lake Tahoe	\$200,000.00	DO-19-2566-49
Adv. Trans. & Logistics	Los Rios	American River	\$200,000.00	DO-19-2566-50
Health	Los Rios	Sacramento City	\$200,000.00	DO-19-2566-51
ICT/Digital Media	Los Rios	Cosumnes River	\$200,000.00	DO-19-2566-52
Advanced Manufacturing	Shasta-Tehama-Trinity Joint	Shasta	\$200,000.00	DO-19-2566-53
Business & Entrepreneur.	Shasta-Tehama-Trinity Joint	Shasta	\$200,000.00	DO-19-2566-54
Advanced Manufacturing	Sierra Joint	Sierra	\$200,000.00	DO-19-2566-55
Agri., Water & Environ.	Yuba	Woodland	\$200,000.00	DO-19-2566-56
Global Trade	Yuba	Woodland	\$200,000.00	DO-19-2566-57
San Diego/Imperial				

Sector	Host District	Host College	Award Amount	Sub-agreement
Health	Grossmont-Cuyamaca	Grossmont	\$200,000.00	DO-19-2566-58
Business & Entrepreneur.	MiraCosta	MiraCosta	\$200,000.00	DO-19-2566-59
Life Science/Biotech	MiraCosta	MiraCosta	\$200,000.00	DO-19-2566-60
Advanced Manufacturing	Palomar	Palomar	\$200,000.00	DO-19-2566-61
ICT/Digital Media	Palomar	Palomar	\$200,000.00	DO-19-2566-62
Adv. Trans. & Logistics	San Diego	San Diego Miramar	\$200,000.00	DO-19-2566-63
Global Trade	Southwestern	Southwestern CCD	\$200,000.00	DO-19-2566-64
Agri. Water & Environ.	Allan Hancock Joint	Allan Hancock College	\$200,000.00	DO-19-2566-65
Business & Entrepreneur.	San Luis Obispo County	Cuesta	\$200,000.00	DO-19-2566-66
Global Trade	Santa Barbara	Santa Barbara City College	\$200,000.00	DO-19-2566-67
ICT/Digital Media	Santa Clarita	College of the Canyons	\$200,000.00	DO-19-2566-68
Health	Santa Clarita	Santa Clarita CCD	\$200,000.00	DO-19-2566-69
Advanced Manufacturing	Santa Clarita	Santa Clarita CCD	\$200,000.00	DO-19-2566-70
		Total Sub-agreements	\$12,400,000.00	
NOTE: RSCCD hosts two programs				
Business & Entrepreneur.	Rancho Santiago	Santa Ana	\$200,000	N/A
ICT/Digital Media	Rancho Santiago	Rancho Santiago CCD	\$200,000	N/A

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

RECOMMENDATION

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

Fiscal Impact:	\$12,800,000 (grant-funded)	Board Date: August 12, 2019
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	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
[NAME OF COLLEGE DISTRICT]**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 12th day of August, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [Name of College District], on behalf of [College Name] (hereinafter “SUBCONTRACTOR”), which is hosting the [Region] Deputy Sector Navigator for [Sector]. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

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

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

WHEREAS, SUBCONTRACTOR has agreed to host and supervise the [Region] Deputy Sector Navigator for [Sector], which is supported by 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 as described 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, 2019, through September 30, 2020.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000, with 4 allowable for SUBCONTRACTOR indirect costs.

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, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Matching Contribution

There is a one-to-one matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of the project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 80% after the Agreement is fully executed and a final payment of 20%. The final payment is contingent upon the review and approval of the final performance and expenditure reports by the PRIME SPONSOR. Payments shall not exceed the amount listed under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment via e-mail sent to Sarah Santoyo, Fiscal Agent Administrator at Santoyo_Sarah@rsccd.edu and copy Maria Gil, Fiscal Agent Specialist at Gil_Maria@rsccd.edu. The subject line of the invoice should be as follow: "Invoice Enclosed – District Acronym/RD-IE/Sub-Agreement#".

Refer to the Invoice Form and Instructions (*exhibit C*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. 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.

9. 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 or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

10. Subcontract Assignment

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.

11. 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.

12. 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.

13. 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 solely by the negligence of the non-indemnifying party or any of its agents or employees.

14. 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.

15. 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.

16. 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:

Sarah Santoyo, Fiscal Agent Administrator
Rancho Santiago Community College District
2323 N. Broadway, Ste. 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Program Contact or Supervisor of Record:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

Fiscal Contact:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

17. 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.

18. 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 (Articles I, Rev. 07/18 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: [NAME OF
DISTRICT]

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____
Date: _____

Board Approval Date: August 12, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work/Project Application approved by the Chancellor's Office

Exhibit B: Invoice Form and Instructions

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

Exhibit A

Scope of Work

Approved by Chancellor's Office

Chancellor's Office
California Community Colleges

District: _____

College: _____

RFA Specification Number: _____

CONTACT PAGE

Funding Source(s): _____

RFA Specification Title: _____

Facility: _____

Address: _____

City: _____ State: _____ Zip+4: _____

District Superintendent/President (or authorized Designee)

Name: _____ Title: _____

Phone: (____) _____ Date: _____

Fax: (____) _____ E-Mail Address: _____

Responsible Administrator (Appropriate Program Area – Should not be the same as Project Director)

Name: _____ Title: _____

Phone: (____) _____ Date: _____

Fax: (____) _____ E-Mail Address: _____

Project Director (Person responsible for conducting the daily operation of the grant)

Name: _____ Title: _____

Phone: (____) _____ Date: _____

Fax: (____) _____ E-Mail Address: _____

Business Officer

Name: _____ Title: _____

Phone: (____) _____ Date: _____

Fax: (____) _____ E-Mail Address: _____

Grant Writer

Name: _____ Title: _____

Phone: (____) _____ Date: _____

Fax: (____) _____ E-Mail Address: _____

APPLICATION BUDGET SUMMARY

RFA Specification No.: _____ **Program Year:** _____

RFA Specification Title: _____ **Telephone No.:** _____

District/College: _____ **Fax No.:** _____

Object of Expenditure	Classification	Line	Total Program Funds Requested	Match
1000	Instructional Salaries	1		
2000	Noninstructional Salaries	2		
3000	Employee Benefits	3		
4000	Supplies and Materials	4		
5000	Other Operating Expenses and Services	5		
6000	Capital Outlay	6		
7000	Other Outgo	7		
Total Direct Costs		8	-	-
Total Indirect Costs (4% of line 8)		9		
Total Project Costs		10	-	-

NOTE: Provide an Application Budget Detail Sheet for each funding source including match, if required.

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and federal regulations

Project Director Name/Title _____
(Authorized Signature) Date

District Chief Business Officer _____
(Authorized Signature) Date

Application Budget Detail Sheet

Chancellor's Office California Community Colleges	District:	
	College:	
	RFA Specification Number:	
	Program Year:	
	Source of Funds:	
Object of Expenditure ¹	Classification	Funds Requested
Total Direct Costs		-
Total Indirect Costs (4% of Direct Costs)		-
Total Project Costs		-

¹ These represent frequently used account codes.

Application Match Detail Sheet

Chancellor's Office	District:	
California	College:	
Community	RFA Specification Number:	
Colleges	Program Year:	
Object of Expenditure¹	Classification	100,000
Total Match Contribution		-

INSTRUCTIONS FOR COMPLETING THE PROJECT WORKPLAN

The workplan is the statement of work for the proposed project and covers the entire performance period of the project. The form outlines the project's objectives, activities, outcomes, timelines, and responsible individuals. The workplan also serves as the major foundation for linking the various pieces of the proposal together. Thus, it is important that objectives of the work plan are clearly stated and each corresponding activity delineated along with appropriate timelines, responsibilities and outcomes.

Objectives Section

The objectives should serve the major goals that will implement the project. Proposed project objectives should be based on the scope of the proposed project while remaining consistent with the Objectives of the RFA Specification. The RFA Specification has identified the minimum Required Objectives. The applicant **must** address these objectives for the project. Additional project objectives may be added. Objectives must be itemized, stated in measurable terms, and naturally lead to outcomes. The project objectives must be performance-based. Add any performance measures that will have an overall impact of the project on the region.

List one objective per form, along with corresponding activities, measurable outcomes, timelines, and responsible individuals. Label the objectives in sequential order: Objective #1.0 at the top of page one; Objective #2.0 at the top of page two, and so forth. Additional copies of the form will be needed to address all of the project objectives.

Activities Section

Project activities are the basic steps that need to be taken to implement the project and to achieve results. Major activities and tasks should be outlined in the activities section of the work plan for each objective. The RFA Specification identifies minimum Required Activities. Outline each of the activities that will be implemented to accomplish each of the project's objectives.

List all major activities associated with each objective. Each objective should be numbered in sequential order as outlined above.

Measurable Outcomes Section

Each objective should result in measurable outcomes that clearly link to the objectives and activities. Describe the outcomes in qualitative and quantitative terms. Address any performance outcomes unique to this project that will result from the implementation of the objectives and activities listed in the Workplan. Examples:

Objective: Assist 50 domestic employers to move into foreign markets.

Outcome: 40% of clients receiving in-depth consulting will find opportunities in foreign markets and increase revenue.

Objective: Develop a training program in hospitality that could include a career ladder and provide the training to 50 students.

Outcome: 50% of students trained in program will be hired.

Objective: Develop a course in Web Design that will be made available to any college that requests it and offer the course in the Spring 2004 term

Outcome: Course is approved by faculty, distributed to 20 colleges and offered in the Spring term to 40 students at each college.

Timeline Section

Provide a calendar of projected completion dates for key activities within the term of the grant. Target months of completion for project objectives are preferable to specific dates.

Responsible Persons Section

Identify, by position, the individuals responsible for completing key activities. Partners from other entities should be included.

District: _____
College: _____
RFA Specification No.: _____
Project Performance Period: _____

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons

Exhibit B

Invoice Form and Instructions

COLLEGE/DISTRICT LETTERHEAD/LOGO

INVOICE

Date:

Name

Invoice No.:

Address:

Purchase Order No.:

City:

State:

Zip:

Attn:

Bill To: Rancho Santiago CCD (RSCCD)
Attn: Sarah Santoyo
2323 North Broadway, Ste. 201
Santa Ana, CA 92706

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type:

Advance Payment

Progress Payment

Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

Instructions for Invoice Template

Submit invoices electronically to the fiscal agent, Maria Gil at Gil_Maria@rscgd.edu. The e-mail subject line must state "Invoice Enclosed – District Acronym/DSN/Grant Number".

Example: RSCGD/Santa Ana/DSN/#18-459-008

If you are submitting a corrected invoice, please state it in the subject line "REVISED Invoice Enclosed – District Acronym/Key Talent Role or Program/Grant Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCCO Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rscgd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. – Enter an invoice number to be used for internal purposes by the community college district/college.

Name – Using the drop down list to select the District name or enter information manually. The name must match the name listed on the sub-agreement with the Fiscal Agent.

Address – Enter the District address which should match with the address listed on the sub-agreement with the Fiscal Agent.

Grant Number – Enter the grant number provided by the Project Monitor.

Fiscal Agent Sub-Agreement Number – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered – Provide a description of the work performed and the dates of services rendered.

Total Amount Due – Enter the amount invoiced to CCCCCO.

District/College Accounting Office Contact Information – Identify an accounting office contact.

District/College Program Contact Information – Identify a program contact who can address questions about the work performed.

Exhibit C

Chancellor's Office, California Community Colleges
Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

**Key Talent Administration & Sector Strategy Fiscal Agent
Program-Specific Legal Terms and Conditions
July 2018**

ARTICLE II

**Standard Legal Terms and Conditions
(Revision 5/15/14)**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Sub-Agreement between RSCCD and Long Beach Community College District/Long Beach City College for the Key Talent Administration and Sector Strategy Fiscal Agent Grant	
Action:	Request for Approval	

BACKGROUND

Through a competitive grant competition, Rancho Santiago Community College District (RSCCD) was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the Key Talent Administration and Sector Strategy Fiscal Agent. As fiscal agent, RSCCD will oversee disbursement, provide monitoring and guidance for the Key Talents engaged in workforce and economic development programs, including other special projects and partners.

ANALYSIS

The Chancellor's Office has selected Long Beach City College as a sub-recipient of Key Talent Administration and Sector Strategy grant to support Global Trade sector activities that include international business conferences, workshops and seminars designed to provide information and tools to help enterprises and organizations capitalize on global business opportunities. RSCCD, fiscal agent to this grant, has created a sub-agreement with Long Beach Community College District (LBCCD), on behalf of Long Beach City College to provide services in the Global Trade sector. The performance period of the agreement is July 1, 2019, through December 31, 2019, and the sub-award amount is \$250,000, with a ten percent (10%) required match to be provided by LBCCD. The project application has been approved by the Chancellor's Office.

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

RECOMMENDATION

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

Fiscal Impact:	\$250,000 (grant-funded)	Board Date: August 12, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
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
LONG BEACH COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 12th day of August, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Long Beach Community College District, on behalf of **Long Beach City College** (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 the “Key Talent Administration and Sector Strategy” grant, Prime Award #18-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs, such as regional initiatives and Key Talent positions; and

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the **Global Trade Sector Project**, which is supported by 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 as described 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, 2019, through December 31, 2019.
3. **Total Cost**
The total cost to RSCCD for performance of this Agreement shall not exceed \$250,000.00, with 4 allowable indirect costs rate for SUBCONTRACTOR.
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, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Matching Contribution

There is a ten percent (10 %) matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of the project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 80 % after the Agreement is fully executed and a final payment of 20 %. The final payment is contingent upon the review and approval of the final performance and expenditure reports by the PRIME SPONSOR. Payments shall not exceed the amount listed under Article I.3 “Total Costs”.

SUBCONTRACTOR must submit invoices for payment via e-mail sent to Sarah Santoyo, Fiscal Agent Administrator at Santoyo_Sarah@rscd.edu and copy Maria Gil, Fiscal Agent Specialist at Gil_Maria@rscd.edu. The subject line of the invoice should be as follow: “Invoice Enclosed – District Acronym/Sub-Agreement#”.

Refer to the Invoice Form and Instructions (*exhibit B*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. 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.

9. 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 or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

10. Subcontract Assignment

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 sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

11. 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.

12. 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.

13. 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 solely by the negligence of the non-indemnifying party or any of its agents or employees.

14. 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.

15. 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.

16. 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:
Sarah Santoyo, Fiscal Agent Administrator
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:
Primary Contact:
Name: Leah Goold-Haws
Title: Sector Navigator - Global Trade
Address: Long Beach City College
4901 E. Carson Street
Long Beach, CA 90808
Phone: (562) 938-3240
Email: lgoold-haws@lbcc.edu

Supervisor of Record (if different from Primary Contact):

Name: Marlene Drinkwine
Title: Vice President, Business Services
Address: Long Beach City College
4901 E. Carson Street
Long Beach, CA 90808
Phone: (562) 938-4406
Email: mdrinkwine@lbcc.edu

17. 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.

18. 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 (Articles I, Rev. 07/18 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: LONG BEACH
COMMUNITY COLLEGE DISTRICT

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: August 12, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Invoice Form and Instructions

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee): Long Beach CCD

COLLEGE: Long Beach City College

PROJECT: Global Trade Sector

FISCAL YEAR: 2019/20

RFA NUMBER: CCCCCO

FUNDING SOURCE: CCCCCO

PROJECT BUDGET: \$ 250,000

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

COLLEGE: Long Beach City College

RFA NUMBER: CCCCC

CONTACT PAGE

District:	<u>Long Beach CCD</u>		
Address:	<u>4901 E. Carson Street</u>		
City:	<u>Long Beach CCD</u>	State:	<u>CA</u> Zip: <u>90808</u>

District Superintendent/President <i>(or authorized designee)</i>			
Name:	<u>Dr. Reagan F. Romali Ph.D.</u>	Phone:	<u>562-938-4121</u>
Title:	<u>Superintendent President</u>	Fax:	<u></u>
E-mail Address:	<u>rromali@lbcc.edu</u>		

Responsible Administrator <i>(Should not be the same as Project Director)</i>			
Name:	<u>Marlene Drinkwine</u>	Phone:	<u>562-938-4406</u>
Title:	<u>Vice President, Business Services</u>	Fax:	<u></u>
E-mail Address:	<u>mdrinkwine@lbcc.edu</u>		

Project Director <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	<u>Ms. Leah Goold-Haws</u>	Phone:	<u>(562) 938-3240</u>
Title:	<u>Sector Navigator - Global Trade</u>	Fax:	<u></u>
E-mail Address:	<u>lgoold-haws@lbcc.edu</u>		

Person Responsible for Data Entry			
Name:	<u>Ms. Leah Goold-Haws</u>	Phone:	<u>(562) 938-3240</u>
Title:	<u>Sector Navigator - Global Trade</u>	Fax:	<u></u>
E-mail Address:	<u>lgoold-haws@lbcc.edu</u>		

District Chief Business Officer <i>(or authorized designee)</i>			
Name:	<u>Marlene Drinkwine</u>	Phone:	<u>562-938-4406</u>
Title:	<u>Vice President, Business Services</u>	Fax:	<u></u>
E-mail Address:	<u>mdrinkwine@lbcc.edu</u>		

Person Responsible for Budget Certification			
Name:	<u>John Thompson</u>	Phone:	<u>562-938-4102</u>
Title:	<u>Director, Fiscal Services and Payroll</u>	Fax:	<u></u>
E-mail Address:	<u>jthompson@lbcc.edu</u>		

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

DISTRICT: 0.0

COLLEGE: 0.0

RFA NUMBER: CCCCCO

APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED	FUNDING REQUIRES MATCH
			\$ 250,000	10% \$ 25,000
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 0	\$ 49,020
3000	EMPLOYEE BENEFITS	3	\$ 0	\$ 25,000
4000	SUPPLIES AND MATERIALS	4	\$ 2,500	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 237,885	\$ 185,000
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
TOTAL DIRECT COSTS:		8	\$ 240,385	\$ 259,020
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$ 9,615	
TOTAL COSTS:		10	\$ 250,000	\$ 259,020

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCCO.

Project Director:

Name: Ms. Leah Goold-Haws

Title: Sector Navigator - Global Trade

Authorized Signature: _____

Date: _____

District Chief Business Officer (or authorized designee):

Name: Marlene Drinkwine

Title: Vice President, Business Services

Authorized Signature: _____

Date: _____

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

DISTRICT: Long Beach CCD

COLLEGE: Long Beach City College

RFA NUMBER: CCCCCO

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	250,000
1000		\$	-
		\$	-
2000		\$	-
		\$	-
3000	Employee Benefits	\$	-
		\$	-
4000	Supplies and Materials		
	Printing / materials	\$	2,500
5000	Other Operating Expenses and Services		
	SBDC Lead Center Inland Empire - program venues / consultants & workshop resources	\$	50,000
	SBDC Lead Center Central Valley - program venues / consultants & workshop resources	\$	50,000
	Ecommerce program coordinator - consultant / GSR	\$	80,000
	Video success stories - consultant	\$	12,000
	Online marketing - consultant	\$	9,500
	Content developer - consultant	\$	26,000
	Logistics coordinator - consultant	\$	10,385
6000	Capital Outlay	\$	-
		\$	-
7000	Other Outgo	\$	-
		\$	-
TOTAL DIRECT COSTS:		\$	240,385
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	9,615
TOTAL COSTS:		\$	250,000

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

DISTRICT: Long Beach CCD

COLLEGE: Long Beach City College

RFA NUMBER: CCCCC

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET
MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH	
		10%	
			25,000
1000		\$ -	\$ -
2000	Administrative Support Salary - \$4,086/month	\$ -	\$ 49,020
		\$ -	\$ -
3000	Administrative Support Benefits (TBD) @51%	\$ -	\$ 25,000
		\$ -	\$ -
4000		\$ -	\$ -
		\$ -	\$ -
5000	Office space and equipment	\$ 35,000	
	SBDC Lead Center Match - Central Valley	\$ 50,000	
	SBDC Lead Center Match - Inland Empire	\$ 50,000	
	SBDC Lead Center Match - Los Angeles	\$ 50,000	
		\$ -	
6000		\$ -	\$ -
		\$ -	\$ -
7000		\$ -	\$ -
		\$ -	\$ -
TOTAL DIRECT COSTS:		\$	259,020
TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):			
TOTAL COSTS:		\$	259,020

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

DISTRICT: 0.0

COLLEGE: 0.0

RFA NUMBER: CCCCCO

Statement of Work (Annual Workplan)
Objectives

Objective: 1
Provide international business conferences, workshops and seminars designed to provide information and tools to help enterprises, and organizations capitalize on global business

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Provide two global ecommerce workshops within each specified region in partnership with the designated SBDC	Clients attending workshops will receive a site audit giving a detailed analysis of their global ecommerce competitiveness	7/1/19 - 12/31/19	Global Trade SN, DSN and SBDC team
1.2				
1.3				

5.4 (14)

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

DISTRICT: 0.0

COLLEGE: 0.0

RFA NUMBER: CCCCCO

Statement of Work (Annual Workplan)
Objectives

Objective: 2
Provide individualized assistance to help existing companies and new ventures strategically evaluate and pursue international business opportunities

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Provide specialized experts and speakers for workshops and seminars	A minimum of 40% of attendees will receive in-depth consulting regarding ecommerce for foreign markets from SBDC consultants	7/1/19 - 12/31/19	Global Trade SN, DSN and SBDC team
2.2				
2.3				

5.4 (15)

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

DISTRICT: 0.0

COLLEGE: 0.0

RFA NUMBER: CCCCCO

Statement of Work (Annual Workplan)
Objectives

Objective: 3
Provide reference and referral services for specific customs, regulatory, and operational challenges

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Provide customized global ecommerce training in partnership with specified SBDC	A minimum of 40% of attendees will bench mark existing ecommerce sales and track global sales through the use of the training methods provided	7/1/19 - 12/31/19	Global Trade SN, DSN and SBDC team
3.2				
3.3				

5.4 (16)

COLLEGE/DISTRICT LETTERHEAD/LOGO

Exhibit B

INVOICE

Date:

Invoice No.:

Purchase Order No.:

Name

Address: 8045 E. Chapman Ave, T-102, Orange, CA 92869

City: State: Zip:

Attn:

Bill To: Rancho Santiago CCD (RSCCD)
Attn: Sarah Santoyo
2323 North Broadway, Ste. 201
Santa Ana, CA 92706

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type: Advance Payment Progress Payment Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

5.4 (17)

Instructions for Invoice Template

All invoices must be submitted electronically to the Rancho Santiago CCD Fiscal Agent Office (Gil_Maria@rsccd.edu). The e-mail subject line must state "Invoice Enclosed – District Acronym/Key Talent Role or Program/Sub-Agreement#".

Example: Chaffey/COE/#19-405-005

If you are submitting a corrected invoice, please state it in the subject line "REVISED Invoice Enclosed – District Acronym/Key Talent Role or Program/Grant Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact the Fiscal Agent Specialist at Gil_Maria@rsccd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. – Enter an invoice number to be used for internal purposes by the community college district/college.

Purchase Order No. – Enter the purchase order number issued to the host college/district from Rancho Santiago CCD, Purchasing Department.

Name – Using the drop down list to select the District name or enter information manually. The name must match the name listed on the sub-agreement with the Fiscal Agent.

Address – Enter the District address which should match with the address listed on the sub-agreement with the Fiscal Agent.

Grant Number – Enter the grant number provided by the Project Monitor.

Fiscal Agent Sub-Agreement Number – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered – Provide a description of the work performed and the dates of services rendered.

Total Amount Due – Enter the amount invoiced to CCCCCO.

District/College Accounting Office Contact Information – Identify an accounting office contact.

District/College Program Contact Information – Identify a program contact who can address questions about the work performed.

Chancellor's Office, California Community Colleges
Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

**Key Talent Administration & Sector Strategy Fiscal Agent
Program-Specific Legal Terms and Conditions
July 2018**

ARTICLE II

**Standard Legal Terms and Conditions
(Revision 5/15/14)**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Sub-Agreement between RSCCD and Integrative Impact LLC for the Sector Navigator Information Communications Technology (ICT)/Digital Media Grant	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District has applied for the fiscal year 2019/20 Sector Navigator – Information Communications Technology/Digital Media grant, Grant #19-158-001, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. The grant requires RSCCD to implement a statewide project that will 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

For the Sector Navigator project, Integrative Impact LLC will develop and arrange for printing of promotional materials; perform outreach to colleges, industry and internal teams; perform website administrative functions and updates; coordinate shipping of marketing materials to colleges; participate on committees and task teams (BIW Digital Badge, DSN Team, NETLAB+ User Group); maintain listing of action items for response and follow through by each group; create reports and perform event planning/management tasks as necessary. The performance period of the service contract is August 13, 2019 – June 30, 2020. The total cost will not exceed \$92,000.

The Project Administrator is Enrique Perez.

RECOMMENDATION

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

Fiscal Impact: \$92,000 (grant-funded)	Board Date: August 12, 2019
Prepared by: Sarah Santoyo, Assistant Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
INTEGRATIVE IMPACT LLC**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 12th day of August, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Integrative Impact LLC (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded a “Sector Navigator – Information Communications Technology/Digital Media Sector” Grant #19-158-001, (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, to improve the alignment of community college programs with employers and industry workforce needs in the sector; 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, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described 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 August 13, 2019 through June 30, 2020.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$92,000 USD.

4. 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*) 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.

5. Payment

SUBCONTRACTOR will submit upon RSCCD's receipt invoice for that disbursement. RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. Invoices should include the Agreement number (refer to footer) and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Assistant Vice Chancellor, Educational Services
2323 North Broadway, Suite 201
Santa Ana, CA 92706

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. 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 **June 30, 2020**.

9. Independent Contractor

SUBCONTRACTOR agrees that the services 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.

10. 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 insure 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 sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

11. 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.

12. 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.

13. 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 solely by the negligence of the non-indemnifying Party or any of its agents or employees.

14. 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.

15. 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.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Rancho Santiago Community College District
Enrique Perez, Program Administrator ICT Sector Navigator
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7460; Perez_Enrique@rsccd.edu
(805) 231-8444; Steve@wrightca.com

SUBCONTRACTOR: Integrative Impact LLC
Nicole Sherman
8941 Atlanta Avenue, Suite 421
Huntington Beach, CA 92646
Phone: (714) 334-0042
Email: Sherman.nicole@hotmail.com

17. 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.

18. 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 (Articles I, Rev. 01/2018 and Article II, Rev. 05/2014), as set forth and incorporated into this Agreement by reference. As the Grant 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 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.

[NOTE: Articles I and II (Exhibit C) serve as a reference for the general Grant terms and conditions. The payment and reporting terms in the Articles pertain only to RSCCD. The payment terms and reporting requirements for the SUBCONTRACTOR are in this Agreement under Articles I.5. "Payment" and I.7. "Reporting".]

2. Assurances

By signing this Agreement, the Parties certify that they comply with the Legal Terms and Conditions as described in Article II (Rev. 05/2014) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Non-discrimination Clause, Accessibility for Person 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: Integrative Impact
LLC

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Nicole Sherman

Title: Business Operations/Fiscal Services

Title: Manager

Date: _____

Date: _____

81-1279311

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: August 12, 2019

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Integrative Impact LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8941 Atlanta Avenue #421

6 City, state, and ZIP code
Huntington Beach, CA 92646

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	1	-	1	2	7	9	3	1	1
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **3/15/18**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT A



July 26, 2019

Steve Wright, Sector Navigator
 Rancho Santiago Community College District
 2323 N. Broadway
 Santa Ana, CA 92706-1640

Dear Steve,

Per our discussion about your needs for the upcoming fiscal year, I have included a proposal for my services as an independent contractor for 2019-2020 as follows:

Length of Contract:	August 13, 2019 – June 30, 2020
Services to be Performed:	<p><u>Sector Communications Strategy and Support:</u> Support sector goals by building relevant internal communities around sector products; encourage product adoption statewide through targeted email campaigns, sector newsletters, daily social media posts, and conference materials; provide email campaign support for WASTC sponsored events and CBEA; Constant Contact list maintenance</p> <p><u>Faculty Development:</u> Develop weekly webinar schedule (approx. 32 webinars), help recruit presenters, coordinate logistics, create slide decks, email promotions, provide technical support during live broadcasts</p> <p><u>Committee Support:</u> Participate on committees and task teams (BIW Digital Badge, DSN Team, NETLAB+ User Group); maintain listing of action items for response and follow through by each group; create weekly minutes, reports and perform event planning/management tasks as necessary</p> <p><u>Branded Pathways:</u> Develop and arrange for printing of promotional materials, perform outreach to colleges, industry and internal team, coordinate distribution of materials to colleges</p> <p><u>Project Management:</u> Direct and oversee project leads for sector-funded projects, including testing center certification and others as they arise.</p> <p><u>Website Hosting and Maintenance:</u> Update, maintain, expand, refresh where necessary, and provide hosting for all ICT-DM websites (plugin, software core updates & security)</p> <ul style="list-style-type: none"> ○ ICT-DM Sector Site [www.ictdmsector.org] ○ NETLAB+ User Group Site [www.ccnetsug.org] ○ ENT-EDGE Site [www.ent-edge.org]
Compensation:	\$92,000 to be billed in quarterly installments, beginning August 13, 2019

I look forward to working with you this coming year.

Sincerely,

Nicole Sherman

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Sub-Agreement between RSCCD and WestEd for the Sector Navigator Information Communications Technology (ICT)/Digital Media Grant	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District has applied for the fiscal year 2019/20 Sector Navigator – Information Communications Technology/Digital Media grant, Grant #19-158-001, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. The grant requires RSCCD to implement a statewide project that will 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

For the Sector Navigator project, WestEd will support the ICT/DM Sector in assessing the opportunity gaps for their four sub-sectors in terms of demand and supply, WestEd will refresh the data in a prior gap assessment with the latest available data at the statewide and at the macroregional level. The performance period of the service contract is August 13, 2019 – December 30, 2019. The total cost will not exceed \$20,000.

The Project Administrator is Enrique Perez.

RECOMMENDATION

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

Fiscal Impact: \$20,000 (grant-funded)	Board Date: August 12, 2019
Prepared by: Sarah Santoyo, Assistant Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
WESTED**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 12th day of August, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and WestEd (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded a “Sector Navigator – Information Communications Technology/Digital Media Sector” Grant #19-158-001, (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, to improve the alignment of community college programs with employers and industry workforce needs in the sector; 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, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work
SUBCONTRACTOR agrees to perform the work as described 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 August 13, 2019 through December 30, 2019.
3. Total Cost
The total cost to RSCCD for performance of this Agreement shall not exceed \$20,000 USD.
4. 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*) 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.

5. Payment

SUBCONTRACTOR will submit upon RSCCD's receipt invoice for that disbursement. RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

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Rancho Santiago Community College District
ATTN: Sarah Santoyo, Assistant Vice Chancellor, Educational Services
2323 North Broadway, Suite 201
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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. 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 **June 30, 2020**.

9. Independent Contractor

SUBCONTRACTOR agrees that the services 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.

10. 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 insure 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 sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

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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.

12. 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.

13. 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 solely by the negligence of the non-indemnifying Party or any of its agents or employees.

14. 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.

15. 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.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Rancho Santiago Community College District
Enrique Perez, Program Administrator ICT Sector Navigator
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7460; Perez.Enrique@rsccd.edu
(805) 231-8444; Steve@wrightca.com

SUBCONTRACTOR: WestEd
Karen E. Beltramo, Senior Project Manager
300 Lakeside Drive, 25th Floor
Oakland, CA 94612
Phone: (831) 332-1253
Email: Kbeltra@wested.org

17. 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.

18. 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 (Articles I, Rev. 01/2018 and Article II, Rev. 05/2014), as set forth and incorporated into this Agreement by reference. As the Grant 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 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.

[NOTE: Articles I and II (Exhibit C) serve as a reference for the general Grant terms and conditions. The payment and reporting terms in the Articles pertain only to RSCCD. The payment terms and reporting requirements for the SUBCONTRACTOR are in this Agreement under Articles I.5. "Payment" and I.7. "Reporting".]

2. Assurances

By signing this Agreement, the Parties certify that they comply with the Legal Terms and Conditions as described in Article II (Rev. 05/2014) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Non-discrimination Clause, Accessibility for Person 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: WestEd

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

94-3233542

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: August 12, 2019



excellence in research, development, and service

July 26, 2019

**Proposal For: Rancho Santiago Community College District
Attention: Steve Wright**

**Proposed Project: Statewide Opportunity Assessment Data Refresh and Associated Metrics
for Information Communication Technology/Digital Media (ICT/DM) Sector**

To support the ICT/DM Sector in assessing the opportunity gaps for their four sub-sectors in terms of demand and supply, WestEd will refresh the data in a prior gap assessment with the latest available data at the statewide and at the macroregional level. The summary will include annual job openings for a cluster of jobs and approximate enrollments and/or headcount mapped at the TOP code or course level for each ICT/DM sub-sector. Top colleges within each sub-sector will be identified. Deputy Sector Navigators will be provided with the data at the regional level to validate and to provide input. In collaboration with the ICT/DM sector team, a set of metrics will be determined to attempt to measure student success in the sub-sectors. When possible, the metrics will be pulled from the Cal-PASS Plus LaunchBoard suite of dashboards. The intent is to discover Best of Best practices for successful student pathways to be shared within the ICT/DM sector along with other sectors in the state.

Contract Dates

August 13, 2019 – December 30, 2019

Budget

Approximations by Deliverable:

Refresh Data at Statewide and Macroregional Level	\$12,000
Determination of Metrics	\$2,000
Refinement of the Regional College Course Offerings or Other Data with DSN input	\$6,000
	\$20,000

Contact Information

Karen E. Beltramo
WestEd
Senior Project Manager, Innovation & Technology
[\(831\) 332-1253](tel:8313321253)
kbeltra@wested.org

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Sub-Agreement between RSCCD and Stephen A. Wright, LLC for the Sector Navigator Information Communications Technology (ICT)/Digital Media Grant	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District will continue to serve as the Fiscal Agent for the 2019/20 Sector Navigator – Information Communications Technology/Digital Media grant, Grant #19-158-001, by 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

Stephen A. Wright, LLC, will continue to serve as the Sector Navigator to implement the ICT/Digital Media Sector Navigator project under the terms and conditions of sub-agreement # DO-19-2536-03 for this renewal grant-funded term. The enclosed sub-agreement outlines the terms and conditions for Stephen A. Wright, LLC to serve as the Sector Navigator to implement the project. The performance period of the sub-agreement is September 1, 2019 through June 30, 2020, with an amount of \$143,334.

The Project Administrator is Enrique Perez.

RECOMMENDATION

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

Fiscal Impact:	\$143,334 (grant-funded)	Board Date: August 12, 2019
Prepared by:	Sarah Santoyo, Assistant Vice Chancellor of Educational Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Stephen A Wright, LLC***

This grant sub-agreement (hereinafter “Agreement”) is entered into this 12th day of August 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and the Stephen A. Wright, LLC (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded the “Sector Navigator – Information Communications Technology/Digital Media” Grant # 19-158-001 (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.

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, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR will implement the Grant as described in the attached Statement of Work, Exhibit A – Fiscal Year 2019/20 Information Communications Technology/Digital Media Sector Navigator Workplan. SUBCONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services 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 1, 2019, through June 30, 2020.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$143,334 USD.

4. 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*) 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.

5. Payment

SUBCONTRACTOR will submit upon RSCCD's receipt invoice for that disbursement. RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. Invoices should include the Agreement number (refer to footer) and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Assistant Vice Chancellor, Educational Services
2323 North Broadway, Suite 201
Santa Ana, CA 92706

7. Reporting

SUBCONTRACTOR will be responsible for completion and submission of project reports as required by the Grant Legal Terms and Conditions, and summarized below:

Quarterly Reports are due: 1st Quarter – October 25th; 2nd Quarter – January 25th; 3rd Quarter – April 25th; and 4th Quarter – July 25th.

Final Report is due August 31, 2020.

8. 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.

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 **June 30, 2020**.

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 RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall insure 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. 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.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the Chancellor's Office, 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 Chancellor's Office, 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 performance of this agreement.

14. 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 solely by the negligence of the non-indemnifying party or any of its agents or employees.

15. 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.

16. 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.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Enrique Perez, J.D., Project Administrator
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
perez_enrique@rsccd.edu
(714) 480-7460

SUBCONTRACTOR: Stephen A Wright, LLC
Attn: Stephen A. Wright
1696 La Jolla Drive
Thousand Oaks, CA 91362
Steve@wrightca.com
(805) 231-8444

18. 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 (Articles I, Rev. 01/2018 and Article II, Rev. 05/2014), as set forth and incorporated into this Agreement by reference. As the Grant 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 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.

[NOTE: Articles I and II (Exhibit C) serve as a reference for the general Grant terms and conditions. The payment and reporting terms in the Articles pertain only to RSCCD. The payment terms and reporting requirements for the SUBCONTRACTOR are in this Agreement under Articles I.5. "Payment" and I.7. "Reporting".]

2. Assurances

By signing this Agreement, the Parties certify that they comply with the Legal Terms and Conditions as described in Article II (Rev. 5/2014) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Non-discrimination Clause, Accessibility for Person 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: Stephen A Wright,
LLC

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Steven A. Wright

Title: Business Operations/Fiscal Services

Title: Manager

Date: _____

Date: _____

Board Approval Date: August 12, 2019

EIN/TIN: 81-2592903

EXHIBIT A

Chancellor's Office
California Community Colleges

District: Rancho Santiago Community College District

College: N/A

RFA Specification No.: 18-158

Project Performance Period: July 1, 2019 - June 30, 2020

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)

Objective 1.0 :
 Provide technical assistance in the development of market relevant hybrid guided pathways for sub sectors of ICT across multiple other industries (like healthcare, Hospitality and Advanced Manufacturing)

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
Activity 1.1 Complete examples of the BIW hybrid with Legal, Healthcare and Hospitality with communications that include C-ID Curriculum, Cohort opportunities and LMI.	Outcomes 1.1 Documented 'how to' white paper will be presented for each hybrid hosted on the ICT website along with a ICT Edu series presentation and Newsletter communications.	January 2020	Steve Wright, Nicole Sherman
Activity 1.2 Research and verify with Industry the requirements for hybrid IT/Cybersecurity courses in Healthcare, Advanced Manufacturing, Retail and Hospitality. Promote to career counselors, Faculty and students.	Outcomes 1.2 Documented 'how to' white paper will be presented for each hybrid hosted on the ICT website along with a ICT Edu series presentation and Newsletter communications.	January 2020	Steve Wright, Shawn Monsen, Nicole Sherman
Activity 1.3 Identify the most relevant Digital Media classes for incumbent worker hybrid skills training for cross sectional applications in healthcare, public service, education, business and others.	Outcomes 1.3 Documented 'how to' white paper will be presented for each hybrid hosted on the ICT website along with a ICT Edu series presentation and Newsletter communications.	January 2020	Steve Wright, Shawn Monsen, Nicole Sherman

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EXHIBIT A

Chancellor's Office
California Community Colleges

District: Rancho Santiago Community College District

College: N/A

RFA Specification No.: 18-158

Project Performance Period: July 1, 2019 - June 30, 2020

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
Objective 2.0 Initiate and foster Engagement of the ICT Industry and CCC's for long-term beneficial relationships.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
Activity 2.1 Complete up to date LMI and market research on labor needs as well as predominate student pathways to indicate best opportunities for students.	Outcome 2.1 Competed data analysis of Launchboard, MIS, Burning Glass, EDD Data as well as industry resources.	December 2019	Steve Wright, Karen Beltramo WestEd
Activity 2.2 Form update advisory boards (50%+ business) in each ICT Subsector for semiannual review of industry trends, skills and CCC student pathways.	Outcome 2.2 Advisories will be recorded via Zoom and archives available for CCC use.	June 2020	Steve Wright and ICT DSN Team
Activity 2.3 Participate and share industry insights and trends with EDPAC, RC s, Industry Associations and underserved communities.	Outcome 2.3 Frequent presentations and engagement, at least two per month.	June 2020..monthly	Steve Wright

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EXHIBIT A

Chancellor's Office
California Community Colleges

District: Rancho Santiago Community College District

College: N/A

RFA Specification No.: 18-158

Project Performance Period: July 1, 2019 - June 30, 2020

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)

Objective 3.0
 Improve effectiveness of student pathways by maximizing real world relevance by improving student business engagement with relevant credentials and experience.

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
Activity 3.1 Utilize LinkedIn Alumni to create student-alumni engagement networks based upon industry sector.	Outcome 3.1 Examples and best practices of BIW and ITTP Alumni events and mentoring will be piloted and results shared via articles and webinars.	February 2020	Steve Wright, Nicole Sherman, Shawn Monsen, DSNs
Activity 3.2 Research and share Certification testing best practices at CCCs along with Voucher discount support programs to increase the number of students receiving industry Certifications.	Outcome 3.2 Increased number of Certifications will be attained and vouchers will be distributed.	November 2019	Steve Wright, Jamie Mulkey, Nicole Sherman, Shawn Monsen, DSNs
Activity 3.3 Provide industry engagement support for work experience, apprenticeships and internships in IT based upon the ITTP guided pathway.	Outcome 3.3 Establish an industry adopted intern/apprenticeship program for ITTP (to include articulation to 4 year degree) with several documented industry partnerships and students participating at several colleges.	February 2020	Steve Wright, Shawn Monsen

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EXHIBIT A

Budget

Project: Sector Navigator

Sector: Info & Comm Tech (ICT)/Digital Media

District: Rancho Santiago Community College District

College: N/A

Fiscal Year: 2019/20

RFA Specification No.: 18-158

Project Performance Period: September 1, 2019 - June 30, 2020

Subcontractor: Stephen A. Wright, LLC

Total Cost:

The total cost to RSCCD for performance of this Agreement shall not exceed \$143,334 USD.

Invoices:

SUBCONTRACTOR will submit ten (10) monthly invoices to receive payment for work performed for this Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Sub-agreement between RSCCD and SynED for the Strong Workforce Program – Regional Funds 2017/18 Grant	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District is the fiscal agent for the Strong Workforce Program – Regional Funds, and is responsible for distributing funds to colleges and implementation partners for projects approved by the Los Angeles and Orange County Regions.

ANALYSIS

The Orange County region approved SWP-Regional projects pertaining to the ICT Sector for the 2017/2018 allocation, to be overseen by the Orange County Deputy Sector Navigator (DSN) – ICT/Digital Media. SynED has been selected as an implementation partner to provide professional development for ten (10) faculty from participating colleges to build capacity for the Amazon Web Services (AWS) Academy Program. Through this training faculty will earn AWS Certified Cloud Practitioner and AWS Certified Solutions Architect – Associate certifications. This will increase the regional colleges' capacity to provide cloud computing courses and programs that are aligned to current industry standards. SynED will also gather input from faculty on the training and debrief with the OC DSN-ICT/Digital Media to inform his efforts to recommend successful models and practices for ICT program development in the region.

RECOMMENDATION

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

Fiscal Impact: \$73,600 (grant-funded)	Board Date: August 12, 2019
Prepared by: Francisco Villase or, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

SynED

2060-D Avenida de Los Arboles
Suite 771
Thousand Oaks, CA 91362

Scott Young

310.613.4534
syoung@syned.org
www.SynEd.com



PROPOSAL

CLOUD COMPUTING - A FACULTY DRIVEN APPROACH TO LEARNING CONTENT EVALUATION OF AMAZON WEB SERVICES (AWS) ACADEMY PROGRAM AND RELATED CERTIFICATIONS

Prepared for:

Steve Linthicum, JD, CISSP

Rancho Santiago Community College District

2323 North Broadway, Suite 350

Santa Ana, CA 92706

P (714) 480-7466 E linthicum_steve@rscdd.edu

Proposal Issued:

June 19, 2019

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of SynED. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.

Executive Summary

SynED is pleased to submit this proposal to the Rancho Santiago Community College District (RSCCD) to implement a support project for the Orange County Region, ICT-DM Sector initiative.

This proposal is designed to support the Orange County ICT Sector efforts to engage faculty to evaluate the Amazon Web Services (AWS) cloud learning content utilizing the AWS Academy Program that provides instructors and their students with access to free learning content.

Our team has **deep expertise** in managing projects like this and will work closely with Steve Linthicum, the Orange County Region ICT-DM Deputy Sector Navigator, to ensure that quality, qualified specialists are used to execute the tasks contained in the scope of this project.

It is important to understand that successful regional projects are multifaceted and require a number of components. We leverage quality, turn-key components for infrastructure services to help ensure that your foundation is trouble free and sustainable. SynED then helps you focus on the core elements of your program that make it relevant to the needs of your business community and local population in general.

Project Background

The Orange County Region would like to leverage the framework of the new "Amazon Academy" program designed to provide colleges with the opportunity to utilize learning content developed by Amazon that specifically relates to Amazon Web Services (AWS), a virtual technology solution commonly known as the "CLOUD", for a variety of information technology services. With this project, faculty will be taking advantage of the Academy program to determine if the Academy's learning content is of sufficient rigor to provide learning skills that will enable their students to:

- Obtain an entry level position in IT related jobs where businesses, industry, and government entities are currently utilizing cloud computing or plan to do so in the future.
- Enhance their current IT skills relative to their current job role to include cloud computing.

The AWS Academy Program provides instructors and their students with access to free learning content, but the program has specific requirements relating to content access. Instructors must complete a course of study utilizing this content and successfully obtain the following two Amazon certifications that relate specifically to this learning content:

- AWS Certified Cloud Practitioner
- AWS Certified Solutions Architect - Associate

Project Benefits

The project has the following benefits.

- Leverages existing community college faculty to evaluate Amazon Web Services and determine the value and appropriate use of vendor created content and vendor certifications for use in an academic environment.
- Increased enrollment by moving to virtual lab environment and online training.
- Enhance the current faculty IT skills relative to their current job role to include cloud computing.

Project Objective

Key objectives for undertaking this effort are:

- Engage faculty to evaluate the Amazon Web Services (AWS) cloud learning content utilizing the AWS Academy Program that provides instructors and their students with access to free learning content.
- Determine if the AWS Academy's learning content is of sufficient rigor to provide learning skills that will enable their students to:
 - Obtain an entry level position in IT related jobs where businesses, industry, and government entities are currently utilizing cloud computing or plan to do so in the future.
 - Enhance their current IT skills relative to their current job role to include cloud computing.
- Increase faculty IT skills by adding cloud certifications.

Target Audience

This project is targeted at Community College faculty in the Rancho Santiago Community College District.

Project Definition



This section delineates all the relevant information pertaining to this project.

Project Management

All successful projects have defined personnel in responsible roles. This project will have the following individuals as key project participants:

RSCCD Project Lead:

Steve Linthicum – ICT-DM DSN

SynED's Project Manager:

Teana Fredeen – synED Operations Manager

Project Profile

This section provides a detailed description of the phases contained in the project along with the scope, responsibilities and requirements included.

Project Scope

The scope of this project is to support the Orange County ICT Sector evaluation of Amazon Web Services (AWS) Academy Program and Related Certifications. SynED will provide project and contract management services.

The RSCCD Project Lead will assist with faculty selection, serving as a mentor to faculty participants and leading the meetings designed to provide input relative to the learning content, with the express purpose of determining the suitability of curriculum and course development with the potential of adding courses relating to cloud computing to their current course offerings.

Project Tasks

The project tasks to support a complete assessment are as follows.

- Have two (2) identified faculty members from each participating Orange County college (10 total) participate in the AWS training and obtain the specified certifications.



- Have each faculty member complete courses of study using the free AWS Academy content to prepare them for the exams.
- Each Faculty member must take and pass the AWS Certified Cloud Practitioner and AWS Certified Solutions Architect – Associate exams, obtaining those certifications.
- Assess input from all faculty to determine the suitability of curriculum and course development with the potential of adding courses relating to cloud computing to the current course offerings.

Project Management

SynED will track all faculty training and certification testing, verify completion of contract deliverables and ensure faculty evaluation is provided through survey form and collaborative meetings. SynED will create and distribute the survey to faculty for evaluation of course content and certification. A final report will be provided within 30 days of the project completion, estimated to be August 30 2019.

Contract Management

SynED will provide vendor contracts to all RSCCD faculty participating in the program and will manage payments for participation.

Faculty completing the project shall receive a fee of \$4,350. This fee is reflective of the time commitment associated with faculty participation identified above, and those requirements identified by Amazon in its Academy website (<https://aws.amazon.com/training/awsacademy/>). Faculty must meet the following deliverables to receive the participation fee.

- Approximately 20-60 hours of AWS Academy course content
- Pass the AWS Certification exams aligned to courses: AWS Certified Cloud Practitioner and AWS Certified Solutions Architect – Associate exams, obtaining certification.
- Evaluation of selected curriculum concepts and exam through participation in collaborative meetings and a survey, including recommendation for addition of cloud computing courses to college curriculum.

Faculty members are responsible for any course fee should they elect to enroll in a for-fee course.

Funds provided will pay for the exam fees, projected to be \$250, \$100 for AWS Certified Cloud Practitioner and \$150 for AWS Certified Solutions Architect – Associate for each participating faculty member.

Project Progression

Upon receipt of contract and invoice, implementation of the project is as follows.

1. Colleges join the AWS Academy. This activity necessitates obtaining the requisite college/district approvals. The effort will be led by the appropriate division dean, with assistance from the project lead and Coastline Community College, who has agreed to lead college participants through the process.
2. Identification of Participating Faculty: The project lead will partner with appropriate division deans at each college and assist in their selection of faculty they believe would be willing to participate and having the ability to do so without negatively impacting their current teaching responsibilities. Those nominations will be forwarded to the project lead and synED. Those successful nominees will enter into a contract for services with synED.
3. Faculty shall complete the review of the identified AWS learning content.
4. Faculty shall obtain the two (2) certifications identified above.
5. Faculty shall participate in collaborative meetings with other participating faculty, designed to help make a determination as to whether the learning content and certifications are useful and should be utilized in efforts to expand their college's related program(s) to include cloud computing.
6. Faculty will complete a survey provided by synED to collect evaluations on both the course content and the certification exams.
7. If it is determined that expansion is appropriate for colleges, faculty will work in a collaborative fashion to develop curriculum for submission to their college for the approval of identified courses.
8. SynED and Project Lead summarize results of faculty evaluations and synED provides final report.

Expected Outcomes

The expected outcomes of the project are as follows.

1. Training by faculty in cloud computing that is specifically directed at Amazon Web Services (AWS).
2. Faculty obtaining the two AWS certifications, evidencing their mastery of AWS by passing the certification exams.
3. A determination by faculty in a collaborative manner as to whether it makes sense to develop curriculum and offer one or more courses that relate specifically to cloud computing. If a determination is made by one or more colleges to proceed in course development, faculty shall continue their collaborative efforts

5.8 (7)



to obtain approval from their colleges to offer one or more courses in cloud computing.

4. The final report will be compilation of faculty assessment with a recommended course of action. If the recommendation is to adopt then a plan will be presented. If not, then the arguments for not adopting will be presented.

Rancho Santiago Community College District's Investment



This is a fixed bid project. SynED makes every attempt to be as accurate and professional as possible in the bidding process. Should the scope or requirements of this project change, whether by customer request or by items uncovered by SynED, SynED will issue a request for a contract change order with cost estimate, which must be approved by customer before proceeding.

Task	Amount
Faculty Stipends	\$43,500.00
Certification Exam Fees	2,500.00
Project Management	17,600.00
Reporting and SWP Related Metrics	10,000.00
Total Cost	\$73,600.00

Payment Terms



This section describes the payment terms based on project deliverables.

Payment for Task Completed	Terms	Total
Project Funding	Due on project start	\$73,600.00
Total Payments		\$73,600.00

Note: unless otherwise stated, all terms are due on receipt of our invoice.

Preliminary Project Schedule



This section proposes a project schedule. This schedule is preliminary and will most likely be adjusted for actual dates before or after the project is approved.

Sign Contract

Customer will provide a Board of Trustees approved contract to begin the first phase of the project.

Commence work on project

Work on the project will commence when the contract has been signed and the project invoice is in process.

Final Deliverable

This project will be complete in 3 months from actual start date.

NOTE: Actual time to completion may vary dependent upon delays by customer review or delays in getting information from key sources.

Appendix A – About SynED

SynED is a multifaceted organization helping you get the most out of your projects by providing diverse evidence-based solutions to higher education that realize the best possible outcomes for students, faculty, business and society.

SynED is divided into four departments that focus on specific aspects of stimulating innovation in education.

SynED Research and Review

Research and review of best practices, new and relevant technology and publishing of case studies that demonstrate innovation in education. Our quarterly publication “SynED Report OUT” is sourced in this department.

SynED Initiatives

Managed collaborations of public and private entities where independence from bias and effective management is essential to achieving common goals. The California Cyberhub (Cybersecurity) and Digital Credentials (Digital Badge) initiatives are housed in this department.

SynED Solutions

Solutions and contract management for educational investment when sourcing professional expertise and pooling investment is needed to support innovative and pilot projects. Services offered in this department include but are not limited to:

- Managing Business Processes
- Project Management
- Compression Planning & Training
- Program Marketing and Outreach
- Advisory Panels Round Tables and Focus Groups
- Case Studies and Advisory Reports
- Environmental Scans and Needs Assessments
- Micro Credential Implementation
- Vendor Capabilities Assessment and Specification
- Professional Development
- Communication and Marketing Analysis
- Scholarship Development
- EdTech proof of concept development

SynED Masters

Host and support network for innovative and experienced professionals to initiate and direct independent grant proposals. This department cultivates “give back” opportunities for retiring professionals and educators who have the dream of a capstone project that will benefit society. diverse

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Correction to Sub-Agreements between RSCCD and Chaffey, Los Rios, MiraCosta, Mt. San Antonio, San Francisco, Ventura, Yosemite Community College Districts to award Centers of Excellence (COE) for Labor-Market Research Grants to Host Colleges/Districts in the State of California	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD) was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the Key Talent Administration and Sector Strategy Fiscal Agent for fiscal year 2019/20. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talents engaged in workforce and economic development programs, as well as for other special projects and partners.

ANALYSIS

The Fiscal Agent, RSCCD, created sub-agreements with the districts serving as hosts for the Centers of Excellence (COE) for Labor Market Research and the sub-agreements were approved by the Board on July 15, 2019 as docket item 5.4. However, the fiscal agent is submitting this revised docket facesheet in order to correct the sub-agreement numbers and align them with the fiscal year 2019/20 grant funding source. No other changes were made to the sub-agreements.

To view a copy of the July 15th docket item #5.4, please [click here](#).

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

RECOMMENDATION

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

Fiscal Impact:	\$1,800,000 (grant-funded)	Board Date: August 12, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

List of Centers of Excellence (COE) and Host Colleges/Districts
(Revised 8/12/2019)

College/District	(Revised) Agreement #	Amount
Chaffey College/Chaffey CCD <i>(Inland Empire – Regional Director)</i>	DO-19-2566-01	\$200,000
City College of San Francisco/San Francisco CCD <i>(Bay Area – Regional Director)</i>	DO-19-2566-02	\$250,000
Los Rios CCD <i>(North/Far North – Regional Director)</i>	DO-19-2566-03	\$200,000
Los Rios CCD <i>(North/Far North – Statewide Director)</i>	DO-19-2566-04	\$300,000
MiraCosta College/MiraCosta CCD <i>(San Diego/Imperial – Regional Director)</i>	DO-19-2566-05	\$200,000
Modesto Junior College/Yosemite CCD <i>(Central Valley/Mother Lode – Regional Director)</i>	DO-19-2566-06	\$200,000
Mt. San Antonio College/Mt. San Antonio CCD <i>(Los Angeles/Orange County – Regional Director)</i>	DO-19-2566-07	\$250,000
Moorpark College/Ventura County CCD <i>(South Central Coast – Regional Director)</i>	DO-19-2566-08	\$200,000
	TOTAL	\$1,800,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Correction to Sub-Agreement between RSCCD and the University of California, Berkeley for the California Education Learning Lab Grant	
Action:	Request for Approval	

BACKGROUND

The Governor's Office of Planning and Research (OPR) released a Request for Application for a competitive grant, the California Education Learning Lab, in order to solicit project proposals that would "improve learning outcomes and close equity and achievement gaps, using learning science and adaptive learning technologies in online or hybrid college-level lower division courses." Santa Ana College, California State University, Fullerton, University of California, Berkeley, and Carnegie Mellon University developed a project proposal, "Community-Sourced, Data-Driven Improvements to Open, Adaptive Courseware," that would develop online STEM courses and would use learning technologies to improve completion and achievement of STEM courses, especially among underrepresented and disadvantaged students. OPR selected the project, and awarded a \$1,300,000 grant to Santa Ana College (the applicant) to implement the project.

ANALYSIS

Sub-agreements were developed for the project partners and approved by the Board of Trustees on 7/15/19. However, University of California, Berkeley notified RSCCD that the legal name for the sub-agreement had to be corrected as follows:

- University of California, Berkeley should be corrected to The Regents of the University of California on behalf of the University of California Berkeley

To view a copy of the July 15th docket item #5.3, please [click here](#).

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

RECOMMENDATION

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

Fiscal Impact:	\$53,460 (grant-funded)	Board Date: August 12, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
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: August 12, 2019
Re:	Approval of Correction and Modifications to Sub-Agreement between RSCCD and California State University, Fullerton for the California Learning Lab Grant	
Action:	Request for Approval	

BACKGROUND

The Governor's Office of Planning and Research (OPR) released a Request for Application for a competitive grant, the California Education Learning Lab, in order to solicit project proposals that would "improve learning outcomes and close equity and achievement gaps, using learning science and adaptive learning technologies in online or hybrid college-level lower division courses." Santa Ana College, California State University, Fullerton, University of California, Berkeley, and Carnegie Mellon University developed a project proposal, "Community-Sourced, Data-Driven Improvements to Open, Adaptive Courseware," that would develop online STEM courses and would use learning technologies to improve completion and achievement of STEM courses, especially among underrepresented and disadvantaged students. OPR selected the project, and awarded a \$1,300,000 grant to Santa Ana College (the applicant) to implement it.

ANALYSIS

Sub-agreements were developed for the project partners and approved by the board of trustees on 7/15/19. However, CSU-Fullerton notified RSCCD that the legal name for the sub-agreement had to be changed to California State University, Fullerton Auxiliary Services Corporation. Further, they requested additional modifications to the terms of the agreement to align with their organization's policies and procedures. As these changes do not conflict with the requirements of the grant or with RSCCD's policies and procedures, we are submitting the modified sub-agreement for the board's approval, which will replace the initial agreement submitted on 7/15/19.

To view a copy of the July 15th docket item #5.3, please [click here](#).

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

RECOMMENDATION

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

Fiscal Impact:	\$297,693 (grant-funded)	Board Date: August 12, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
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
CSU FULLERTON AUXILIARY SERVICES
CORPORATION**

This grant sub-agreement (hereinafter Agreement) is entered into on this 15th day of July, 2019, between Rancho Santiago Community College District (hereinafter RSCCD) and **CSU Fullerton Auxiliary Services Corporation** (hereinafter SUBCONTRACTOR). RSCCD and SUBCONTRACTOR may be referred to individually as a Party and collectively as the Parties in this Agreement.

WHEREAS, Santa Ana College was awarded a California Education Learning Lab grant, OPRI8117 Exhibit A, (hereinafter Grant) from the State of California, Office of Planning and Research, hereinafter “PRIME SPONSOR,” to implement the “Community Sourced, Data-Driven Improvements to Open, Adaptive Courseware” project; 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, 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-1*) approved by the PRIME SPONSOR, 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 Scope of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from June 30, 2019 through June 30, 2022.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$297,693.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A-1*) 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 work is completed as described in Exhibit A-1.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40 upon execution of this Agreement, a progress payment of 50 by January 31, 2021, and a final payment of 10 by January 31, 2022. Payment is contingent upon approval by RSCCD and/or the PRIME SPONSOR. Payment will not exceed the amount listed above under Article 1.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment via email to Santoyo_Sarah@rsccd.edu, and copy Francisco Villasenor (Villasenor_Francisco@rsccd.edu) in the email. The subject line of the invoice should be as follows: "INVOICE_CLL_Subcontractor Name."

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. RSCCD will provide report requirements and instructions to the SUBCONTRACTOR with specific deliverables and due dates, with a minimum of 30 days prior notice .

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. 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 RSCCD and approved by the PRIME SPONSOR. 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.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

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-1*), 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 PRIME SPONSOR. 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 SUBCONTRACTOR policies. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. 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.

13. 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.

14. 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 solely by the negligence of the non-indemnifying Party or any of its agents or employees.

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days prior 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 for the completion of the work described in Exhibit A-1, including without limitation, all non-cancelable obligations incurred through the date of termination.

16. 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.

17. 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
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 N01ih Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:
CSU Fullerton Auxiliary Services Corporation

Primary Contact:

California State University, Fullerton

Name: Nina P. Robson, Ph.D

Title: Associate Professor, Mechanical Engineering

Address: 800 N. State College Blvd.
Fullerton, CA 92834-3723

Phone: (657) 278-3723

Email: nrobson@fullerton.edu

Fiscal Representative:

Name: Sydney Dawes

Title: Director of Sponsored Programs
Office of Sponsored Programs

Address: 1121 N. State College Blvd.
Fullerton, CA 92831-3014

Phone: (657) 278-4103

Email: sdawes@fullerton.edu

18. 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.

19. 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 and Request for Application Specifications, 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 requirements 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: *CSU Fullerton
Auxiliary Services Corporation*

By: _____

By: _____

Name: Peter J. Hardash

Name: Charles D. Kissel

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: Executive Director

Date: _____

CSU Fullerton Auxiliary Services
Corporation

Date: _____

Board Approval Date: August 12, 2019

95-2081258

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Grant Agreement that contains the approved project proposal and budget

Exhibit A-1: Scope of Work for Subcontractor: CSU Fullerton Auxiliary Services,
CSU Fullerton (Performing Organization)

Exhibit B: California Education Learning Lab Request for Applications

SCOPE OF WORK

Community Sourced, Data-Driven Improvements to Open, Adaptive Courseware

Call: <http://www.opr.ca.gov/learninglab/> (full proposal)

Period of Performance: July 1, 2019 – June 30, 2022

Project summary:

This project explores the impact of customization and data-driven improvements to adaptive, open courseware on STEM learners. Courseware in Statics, Chemistry and other STEM domains will be used and then improved by three constituencies: faculty, students and crowd-sourced efforts. Our research agenda will investigate two main tracks: *Effectiveness* research to understand the role such modifications can play in improving outcomes for STEM learners; and *Barriers* research to investigate the impact that adopting and customizing this adaptive courseware have on faculty attitudes and culture with regard to barriers/facilitators to technology-enhanced learning. The project is a collaboration across four institutions: CSU Fullerton, Santa Ana College, UC Berkeley and Carnegie Mellon University – CSUF and SAC focusing on improvement and implementation, UCB and CMU focusing on tool development and analysis.

CSU Fullerton Participation:

- **Co-PI Nina Robson:**
 - integrate open adaptive courseware into her teaching
 - improve and customize her courseware using new data-driven tools
 - recruit new faculty participants for use, evaluation, improvement; support workshop for new participants.
 - advise on effectiveness research
 - engage with cultural anthropologist on barriers research
 - work with instructional designer to deliver training workshop
- **TBD Use and Improve Faculty:** 3 faculty members who will use adaptive courseware in their teaching and will customize or improve the courses.
- **TBD Use and Evaluate Faculty:** 35 faculty members from southern California institutions will receive compensation for their use/evaluation of the adaptive courseware
- **Instructional Designer:** support Robson and other faculty in adopting adaptive courseware and integrating into their instructional practice
- **Administrative/PM Support:** provide oversight, coordination and support across project

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of First Amendments to Sub-Agreements between RSCCD and Chabot, Foothill-DeAnza, Glendale, Mt. San Antonio, Palomar, San Mateo County, Santa Barbara, Santa Clarita, State Center, Sonoma County, and Yuba Community College Districts for the 2018/19 Deputy Sector Navigator Grant	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

The 2018/19 Deputy Sector Navigator grant awards were identified through two rounds of program application and selection. The grant sub-agreements for the second round of selected host colleges had a period of performance for 1/1/19 – 12/31/19. The Chancellor's Office directed the fiscal agent to change the end date from 12/31/19 to 10/31/19. Amendments to the following agreements have been developed accordingly:

Sector	Host District	Host College	Contract Start	Contract End	Agreement No.
Bay Region					
Business & Entrepreneur.	Chabot-Las Positas	Chabot	1/1/19	12/31/19	DO-18-2565-67
Energy, Const.& Util.	San Mateo County	CO San Mateo	1/1/19	12/31/19	DO-18-2565-68
Health	Foothill-DeAnza	DeAnza	1/1/19	12/31/19	DO-18-2565-69
Retail/Hospitality/Tourism	Sonoma County	Santa Rosa	1/1/19	12/31/19	DO-18-2565-70
Central Valley/Mother Lode					
Global Trade	State Center	State Center	1/1/19	12/31/19	DO-18-2565-71
Inland Empire/Desert					
Los Angeles & Orange County					
Health	Mt. San Antonio	Mt. San Antonio	1/1/2019	12/31/2019	DO-18-2565-107
ICT/Digital Media	Glendale	Glendale	1/1/2019	12/31/2019	DO-18-2565-72
North/Far North					
Agri., Water & Environ.	Yuba	Woodland	1/1/2019	12/31/2019	DO-18-2565-64
Global Trade	Yuba	Woodland	1/1/2019	12/31/2019	DO-18-2565-65
San Diego/Imperial					
Advanced Manufacturing	Palomar	Palomar	1/1/2019	12/31/2019	DO-18-2565-73
ICT/Digital Media	Palomar	Palomar	1/1/2019	12/31/2019	DO-18-2565-74

Sector	Host District	Host College	Contract Start	Contract End	Agreement No.
South Central Coast					
Advanced Manufacturing	Santa Clarita	Santa Clarita	1/1/2019	12/31/2019	DO-18-2565-66
Global Trade	Santa Barbara	Santa Barbara	1/1/2019	12/31/2019	DO-18-2565-75

Project Director: Sarah Santoyo

Project Administrator: Enrique Perez

RECOMMENDATION

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

Fiscal Impact: none	Board Date: August 12, 2019
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
[NAME OF COMMUNITY COLLEGE DISTRICT]**

This first amendment (hereinafter “Amendment”) is entered into on this 12th day of August, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [Name of Community College District], on behalf of [Name of College] (hereinafter “SUBCONTRACTOR”), which is hosting the [Region] Deputy Sector Navigator for [Sector], to amend that certain agreement #DO-18-xxxx-xx (hereinafter “Agreement”) 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 selected to serve as the Fiscal Agent for the “Key Talent Administration and Sector Strategy” grant, Prime Award #18-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs; 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, the PRIME SPONSOR has decided to modify the term of the Agreement;

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Article 1.2 Period of Performance will be amended as follows:

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2019 – October 31, 2019.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this First Amendment to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: **Name of Community
College District**

By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: August 12, 2019

By: _____

Name: _____

Title: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Professional Services Agreement between RSCCD and Shawn Monsen for the Sector Navigator Information Communications Technology (ICT)/Digital Media Grant	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District has applied for the fiscal year 2019/20 Sector Navigator – Information Communications Technology/Digital Media grant, Grant #19-158-001, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. The grant requires RSCCD to implement a statewide project that will 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

For the Sector Navigator project, Shawn Monsen will be providing consulting services to the ICT-DM sector. Mr. Monsen will be providing support to the Deputy Sector Navigators (DSN), regional industry engagement representatives for the colleges. He will follow up on sector articulation opportunities, develop a statewide Apprenticeship grant to align the Integrated Technology (IT) Pathway with Computer Retail sector, host various events, and develop a proposal to increase employer engagement at the regional colleges and California Community Colleges (CCC) levels. Mr. Monsen will also provide Voucher and Certification support and attend weekly DSN team conference calls. The performance period of the service contract is August 13, 2019 – April 30, 2020. The total cost will not exceed \$28,000.

The Project Administrator is Enrique Perez.

RECOMMENDATION

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

Fiscal Impact: \$28,000 (grant-funded)	Board Date: August 12, 2019
Prepared by: Sarah Santoyo, Assistant Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	5.13 (1)



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 Shawn Monsen, a Sole Proprietor, having its principal business address located at 1742 Laehr Drive, Lincoln, CA 95648 hereinafter called (“Contractor”).

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 is specially trained and experienced and competent to perform the special 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** (Scope of Work), 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 the **Exhibit A** (Scope of Work) are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including April 30, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Termination. 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. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. In the event of termination, 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. 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.

1. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed Twenty Eight Thousand Dollars (\$28,000.00) (“Contract Amount”). Additional details are specified in **Exhibit A**.

2. 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

A. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

I. Invoice. 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.

II. 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

III. 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. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor

assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

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. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives ("Indemnitees") from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts.

The indemnification and hold harmless agreement set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify District, its officers, agents and employees from and defend or settle any claim or action brought against District to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by District, its officers, agents and employees for any such claim or action or settlement thereof.

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

- A. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;
- B. 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).
- C. Workers' Compensation insurance as required by statutory insurance requirement of the State of California;

Check this box only if you have no employees and will not submit a Certificate of Workers' Compensation

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

- D. Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
- E. Professional Liability Insurance [*Required for contractors providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects, engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services would also need to provide such insurance*] with limits of not less than One Million Dollars (\$1,000,000), \$2,000,000 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. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.
15. 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.
16. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.
17. 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.
18. 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.
19. 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.
20. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District
Sarah Santoyo, Vice Chancellor, Educational Services
2323 N. Broadway, Suite 201
Santa Ana, CA 92706

Contractor: Shawn Monsen
1742 Laehr Drive
Lincoln, CA 95648

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.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

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

33. 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;

- 34. 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](#).

- 35. 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: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: _____

Print Title: _____

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Proposal:

2019-20 Fiscal Year (August 13, 2019 – April 30, 2020)

\$28,000 to be paid quarterly. (Invoiced \$7000 9/1, \$7000 12/1, \$7000 2/1 & \$7000 5/1)

ICT-DM Sector Consulting Services Proposal

This proposal covers the activities to be performed by Shawn Monsen with regard to providing consulting services to the ICT-DM sector.

1. Function as Team Subject Matter Expert (SME) on IT Technician Pathway (ITTP) and IT Model Curriculum (ITMC): who has it, who needs it..what Deputy Sector Navigator (DSN) support is relevant (IT Readiness inventory)..occasional DSN support as requested.
2. SME and follow up on articulation opportunities for ITTP and ITMC (National University, Western Governor's (WG), others...). Work with Nicole to finalize an IT trifold hand-out for students, parents and counselors that promotes and explains the pathway.
3. Instigator: SME and developer of a statewide Apprenticeship grant which would align the ITTP with Computer Retail (Office Depot, Best Buy..others..initially then to Robert Half and secondary Help Desk employers in the second tier) and an Apprenticeship host. This could evolve to include an additional funded role; however, the scope of the ICT Sector Grant funds function would be to:
 - a. program drafted,
 - b. presentations given,
 - c. key partners identified,
 - d. running handoff to entity funded to manage the apprenticeships.
4. Ongoing IT Educational Technology host: NETLAB+ User Group (NL+UG).
5. Recruit and host for ICT Educator presentations: provide one subject per month for about 8 months. Select presentations of relevance and value with an IT student pipeline emphasis. Moderate presentations relying on the presenter to develop the material with my guidance.
6. Develop proposal increasing employer engagement at the student and CCC level. Perform statewide analysis, and proposal or Do it yourself (DIY) kit for DSNs.
7. Voucher and Certification support activities in congruence with the Certification Testing report that Jamie Mulkey is doing.
8. Attend weekly DSN team zoom calls. Provide occasional weekly debrief with Nicole and Steve W. If possible, attend the ICT Team meetings before CCCAOE. Travel and expenses will be reimbursed at \$1500 per event.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Professional Services Agreement with Jennifer Walsvick	
Action:	Request for Approval	

BACKGROUND

Best practices in the field of early childhood care and education call for programs to address the whole child, which includes the social emotional and mental health of the child and family. Subsequently, the Early Head Start program and the California State Preschool program include related compliance mandates within the grants' funding terms and conditions.

ANALYSIS

This professional services agreement will allow Jennifer Walsvick to provide supervision and coordination of field instruction to Master of Social Work Student Interns from local universities assigned to the child development centers/lab schools. Additionally, Ms. Walsvick will manage mental health services, mental health consultations, record keeping and documentation to ensure compliance with grants in the Child Development Services department. The period of performance is August 13, 2019 to June 30, 2020. The cost shall not exceed \$24,000.

RECOMMENDATION

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

Fiscal Impact: \$24,000 (grant-funded)	Board Date: August 12, 2019
Prepared by: Janneth Linnell, Executive Director of Child Development Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	



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 Child Development Services and Jennifer Walsvick, LCSW, having its principal business address located at 12811 Dunas Road, Santa Ana, CA 92705 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 August 13, 2019, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for 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 Twenty-four thousand Dollars (\$24,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that

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

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

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

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

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

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Janneth Linnell
Child Development Services Executive Director
2323 N Broadway, suite 245
Santa Ana, CA 92706

Contractor: Jennifer Walsvick
12811 Dunas Road
Santa Ana, CA 92705

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 such counterparts together shall constitute one and the same instrument.

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

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

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

the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's website.

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: _____

Print Title: _____

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

To provide supervision and field instruction to Master of Social Work Student Interns assigned to RSCCD Child Development Services. Additionally, provide mental health consulting services, coordination, record keeping and documentation to ensure compliance with grants in the Child Development Services department.

The work will include but not be limited to:

- * Providing weekly meetings with the student interns
- * Providing supervised support and guidance on the child development site regarding child/family referrals and services
- * Ensuring that communication with Professors are handled in a timely and efficient manner and reports/evaluations are completed for student interns
- * Ensuring that the provision of quality Family Services are maintained through intern training, evaluation, and guidance in conjunction with the CDS Executive Director
- * Providing supervised support and guidance on the administration and monitoring of the ASQ assessment tool to all families. Also, will create and maintain a referral process for any additional services as needed based on the outcomes of the ASQ assessment tool.

This work will begin on August 13, 2019 and continue through June 30, 2020 at the rate of \$50 an hour.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 12, 2019
Re: Approval of First Amendment to Memorandum of Understanding between Santa Ana Unified School District and Rancho Santiago Community College District for the provision of Early Care and Education Services for Children of Parenting Students at a Santa Ana Unified School District Campus	
Action: Request for Approval	

BACKGROUND

This is a First Amendment to the Memorandum of Understanding (MOU) between Santa Ana Unified School District (SAUSD) and Rancho Santiago Community College District (RSCCD) for the Provision of Early Care and Education Services for Children of Parenting Students at a SAUSD campus. The MOU is a non-financial MOU that contains program content, purpose and specific roles of each entity. It was approved by the RSCCD Board of Trustees on December 7, 2015.

ANALYSIS

The attached First Amendment to this MOU between RSCCD and SAUSD outlines amended procedural guidelines for the continued operation of an early care and education program to care for the children of parenting students within SAUSD. The program allows SAUSD's parenting students to persist, graduate and transfer to college.

Through the mutual agreement of both parties, sections in the MOU will be amended as follows: The Term will be extended to June 30, 2024; the Population To Be Served will be increased from fourteen (14) to twenty-four (24) children and the following clause will be added to this section: "After all SAUSD parenting students are served, SAUSD and RSCCD employees' children and community children will fill remaining capacity."; the classrooms in Facilities will be changed from 19-4 to 8-1 and 8-2 to reflect the new program location and; a new Improvement and Alterations to Property section will be included which states, "Improvements and alterations to property shall be contracted through SAUSD for actual project costs of modifications or improvements to property. All projects and associated costs will be agreed to by both parties in writing prior to commencement of work. Upon project completion, SAUSD will submit an itemized invoice to RSCCD. Payment will be made to SAUSD 30 days from the invoice date."

RECOMMENDATION

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

Fiscal Impact: None	Board Date: August 12, 2019
Prepared by: Janneth Linnell, Executive Director, Child Development Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FOR THE PROVISION
OF EARLY CARE AND EDUCATION SERVICES FOR CHILDREN OF PARENTING
STUDENTS AT A SANTA ANA UNIFIED SCHOOL DISTRICT CAMPUS**

This **First Amendment** to Memorandum of Understanding made and entered into as of 14th day of August 2019, by between Rancho Santiago Community College District and is effective as of the date of the Parties final signature.

The Parties hereby agree as follows:

TERM section, page 1, of the Agreement is amended as follows:

The term shall commence on January 4, 2016 and end on **June 30, 2024** unless terminated in accordance with this MOU.

POPULATION TO BE SERVED section, page 1, of the Agreement is amended as follows:

RSCCD shall serve up to **twenty-four (24)** children, ages six weeks to thirty-six months, at Valley High School.

The selection of children shall be based on the California General Childcare Program, Early Head Start guidelines and residency within SAUSD boundaries. **After all SAUSD parenting students are served, SAUSD and RSCCD employees' children and community children will fill remaining capacity.**

SERVICES section, page 2, of the Agreement is amended as follows:

RSCCD shall provide Early Care and Education Services for children as early as six weeks (or as deemed appropriate by a health care provider) to thirty-six months in one classroom with two defined care spaces. Each care space shall serve a maximum of **twelve** children, for a total of **twenty-four** children per day. The staff to child ratio, required at all times, shall be (one teacher: eight children) and (one adult: three children under the age of eighteen months and one adult: four children for children that are eighteen months and older).

FACILITIES section, page 3, of the Agreement is amended as follows:

It is mutually understood that RSCCD shall provide services at the following facility:

Valley High School, **8-1 and 8-2**
1801 South Greenville Street
Santa Ana, CA 92704

IMPROVEMENT AND ALTERATIONS TO PROPERTY section, page 3, of the Agreement is added as follows:

IMPROVEMENTS AND ALTERATIONS TO PROPERTY

Improvements and alterations to property shall be contracted through SAUSD for actual project costs of modifications or improvements to property. All projects and associated costs will be agreed to by both parties in writing prior to commencement of work. Upon project completion, SAUSD will submit an itemized invoice to RSCCD. Payment will be made to SAUSD 30 days from the invoice date.

The Parties 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

SANTA ANA UNIFIED SCHOOL
DISTRICT

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT
AND
RANCHO SANTIAGO COMMUNITY COLLEGE
FOR THE PROVISION OF
EARLY CARE AND EDUCATION SERVICES
FOR CHILDREN OF PARENTING STUDENTS AT A SANTA ANA UNIFIED SCHOOL
DISTRICT CAMPUS**

This non-financial Memorandum of Understanding (MOU) between the Santa Ana Unified School District (SAUSD) and Rancho Santiago Community College District (RSCDD) contains program content, purpose along with specific roles of each entity for the implementation of Early Care and Education Services for children of parenting students at Valley High School.

TERM

The term shall commence on January 4, 2016 and end on June 30, 2021 unless terminated in accordance with this MOU.

PURPOSE

The purpose of this MOU is to establish procedural guidelines for RSCDD to implement Early Care and Education Services for children of parenting students at Valley High School.

POPULATION TO BE SERVED

RSCDD shall serve up to fourteen (14) children, ages six weeks to thirty-six months, at Valley High School.

The selection of children shall be based on the California General Childcare Program, Early Head Start guidelines and residency within SAUSD boundaries.

GOAL

The goal of this MOU is to improve the outcomes for SAUSD parenting students and their children by providing access to a quality Early Care and Education Services.

SAUSD RESPONSIBILITIES

SAUSD will:

- A. Provide classroom space and play yard area adequate for the number of children in the program that meets the minimum Community Care Licensing (CCL) requirements and other licensing standards for fourteen (14) infant and toddlers.
- B. Assist RSCDD with the recruitment of parenting students' children within the SAUSD

boundaries through referrals from the CAL-SAFE program.

- C. Provide food and formula appropriate for the children's age that meets or exceeds the United States Department of Agriculture (USDA), Child and Adult Care Food Program (CACFP) or National School Lunch Program (NSLP) guidelines at no cost to RSCCD by absorbing the children in NSLP.
- D. Provide custodial services to the classroom within the same parameters and frequency as the other SAUSD infant and toddler classrooms to ensure health and safety standards at no cost to RSCCD.
- E. Collaborate with RSCCD Child Development Services to provide cohesive and integrated Early Care and Education Services.

RSCCD RESPONSIBILITIES

RSCCD shall:

- A. Utilize California General Childcare and Early Head Start Program funds, and any other funds, as may become available to operate the RSCCD Early Care and Education Services.
- B. Collaborate with SAUSD staff and the Early Childhood Education Department to provide cohesive and integrated Early Care and Education Services.
- C. Meet all of California Department of Social Services, Title 22, Head Start Performance Standards, Head Start Act, and California Department of Education, Title 5 regulations that relate to California General Childcare Program.
- D. Maintain rules regarding classroom visitors.

SERVICES

RSCCD shall provide Early Care and Education Services for children as early as six weeks (or as deemed appropriate by a health care provider) to thirty-six months in one classroom with two defined care spaces. Each care space shall serve a maximum of eight children, for a total of fourteen children per day. The staff to child ratio, required at all times, shall be (one teacher: eight children) and (one adult: three children under the age of eighteen months and one adult: four children for children that are eighteen months and older).

Services shall be provided as follows:

A. Curriculum

RSCCD will implement a responsive, child centered emergent approach that will utilize the High Scope Infant Toddler curriculum. High Scope Infant Toddler curriculum is based on the strengths and interests of the children; it is offered in a way that appeals to children at their individual stage of development and is reflective of their linguistic and cultural diversity. The High Scope Infant Toddler curriculum will be used to support an active learning process where infants and toddlers are encouraged to discover the world around them by exploring and playing through direct, hands-on experiences with people, objects, events, and ideas. The teaching staff will support and scaffold learning through play. The curriculum will be used in

conjunction with the California Infant Toddler Foundations and Framework to focus on not only active learning, appropriate adult child interactions, but also stimulating physical environments, schedules and routines appropriate for young children. Standardized authentic child assessment tools will be used by the teachers to assess each child's developmental level and design learning experiences that encourage further development of skills and knowledge.

B. Developmental Screening

RSCCD shall provide a full developmental screening using the Ages and Stages Questionnaire and the Ages and Stages Questionnaire Social Emotional, when appropriate, for each child in the program. The screening shall be conducted within the first quarter of the child's enrollment. Referrals and community resources will be provided when deemed necessary by the results.

FACILITIES

It is mutually understood that RSCCD shall provide services at the following facility:

Valley High School, 19-4
1801 South Greenville Street
Santa Ana, CA 92704

USE OF SAUSD PROPERTY

SAUSD intends to permit RSCCD the rent-free use of a classroom and appropriate classroom materials for Early Care and Education Services pursuant to this MOU.

INSURANCE

Both parties 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 three million dollars (\$3,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement. 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.


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 provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees

TERMINATION

- A. SAUSD and/or RSCCD may terminate this MOU without penalty immediately with cause or after thirty (30) calendar days' written notice to the other party without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of any party. Exercise by SAUSD and/or RSCCD of the right to terminate this MOU shall relieve SAUSD and/or RSCCD of all further obligations under this MOU.
- B. Upon termination, or notice thereof, the Parties agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and pertinent documents.
- C. The obligations of SAUSD and/or RSCCD under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the SAUSD Board of Education and RSCCD Board of Trustees each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SAUSD and/or RSCCD may immediately terminate or modify this MOU, without penalty. The decision of SAUSD and/or RSCCD shall be binding. SAUSD and/or RSCCD shall provide written notification of such determination. SAUSD and/ or RSCCD shall immediately comply with the decision.

WHEREFORE, the parties hereto have executed the Memorandum of Understanding in the county of Orange.

By: 
Stefanie P. Phillips, Ed.D., CBO
Deputy Superintendent, Operations
Santa Ana Unified School District

By: 
Peter Hardash
Vice Chancellor, Operations and Fiscal Services
Rancho Santiago Community College District

Dated: 12-17-15

Dated: 12/8/15

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Professional Service Agreement between RSCCD and Interact Communications for the Strong Workforce Program - Regional Funds Initiative	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill, the state allocated funds to community colleges to support collaborative and regional work, in order to improve the quality of career technical education programs, and to increase the number of students who complete these programs, and enter high-wage, high-growth industry sectors in the region. The Los Angeles / Orange County Regional Consortium (LAOCRC) is seeking to partner with Interact Communications to highlight the outcomes achieved through the 2016/2017 regional Strong Workforce funds, including how Strong Workforce metrics were achieved.

ANALYSIS

Strong Workforce Program regional funds will be allocated to Interact Communications to assist the LAOCRC to develop a regional report, which will highlight the programs and accomplishments from the 28 colleges in the region. The services provided include, but not limited to: media buying and design services, a presentation, a one-page executive summary, and an in-depth report that targets legislators. The period of performance is August 13, 2019, to December 31, 2019. The cost shall not exceed \$108,105.93.

The project director Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development and project administrator is Enrique Perez, J.D., Vice Chancellor of Educational Services.

RECOMMENDATION

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

Fiscal Impact: \$108,105.93 (grant-funded)	Board Date: August 12, 2019
Prepared by: Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Los Angeles / Orange County Regional Consortium and Interact Communications, having its principal business address located at 550 Seagaze Dr. Unit 9, Oceanside, CA 92056 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 August 13, 2019, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2019 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed one hundred eight thousand one hundred five Dollars and ninety three cents (\$108,105.93) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands

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

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

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

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

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

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Dr. Adriene "Alex" Davis
Assistant Vice Chancellor of Economic & Workforce Development
2323 N. Broadway, #328
Santa Ana, CA, 92706

Contractor: Interact Communications
550 Seagaze Dr. Unit 9
Oceanside, CA, 92056

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 such counterparts together shall constitute one and the same instrument.

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

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

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a

governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __ Cheryl Broom

Print Title: __ President

Date: _____

Exhibit A
Scope of Work and Detailed Schedule of Payment.

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

Insert detailed Scope of Work & Payment Schedule

**Los Angeles Orange County
Regional Consortium**

2016-2017 Narrative and Fiscal Report Design
and Promotion Services

Prepared by
Cheryl Broom, President

July 26, 2019

5.16 (12)

STATEMENT OF WORK

1. Writing and Design Services

Interact Communications will assist the LAOCRC with showcasing the excellence of its colleges and the accomplishments realized by its 28 colleges over a 30-month period by providing writing and design services for the *Strong Workforce Program 2016-2017 Regional Projects Narrative and Fiscal Report*.

As part of this contract, Interact Communications will perform the following:

- Design a cover and provide design services throughout the document (formatting tables, inserting photos, etc.). This will also include adding in a divider page for each college section.
- Recommend a new title for the report.
- Write a letter of introduction to precede the Table of Contents (inclusive of Dr. Adriene Davis' headshot/signature, this will set the tone for the report).
- Synthesize the report and write an executive summary/narrative (not to exceed two pages) to introduce the key take-aways of the report.
- Provide light copyediting services (editing for punctuation, capitalization and consistency). No rewriting will occur.
- Add a glossary of terms (original glossary will be provided by LAOCRC and will be updated during the proofreading/copyediting services).

Timing:

- Timeline: August 13, 2019- December 31, 2019
- Writing and design services will occur during the month of August 2019 and early September 2019, following contract approval and the receipt of the full report. Once the report is received, Interact Communications estimates a three-week design and writing period, followed by a one-to two-week review period by the LAOCRC. One round of revisions will be supported as part of this contract. Additional revisions will be charged a flat fee of \$150. No printing services are included in this proposal; the LAOCRC will need to arrange for and print the final report. The final report will be delivered as a PDF. Source files (in InDesign) are available for an additional fee.

2. Additional Services

Interact Communications will also provide the following services:

- Write and design a one-pager based on the executive summary to make available as a hand out.
- Write a press release about the document.
- Create a 15-minute PowerPoint presentation about the document with key highlights. PowerPoint will be designed on the Future Built PowerPoint template.
- Write a story to be included in the Future Built website and include story ideas taken from this report in the Orange County region's social media editorial calendar (this is part of a separate contract and will not be charged against this contract).

Timing: PowerPoint and press release will be finished by September 13, 2019, in time for the LA regional retreat meeting.

3. Media Buying & Design Services

Interact Communications will also provide the following services:

- Purchase media for January 2020 in the following airports (\$81,105.93):
 - Burbank
 - Long Beach
 - Los Angeles
 - Santa Ana
- Design all collateral and allow for two rounds of revisions (additional revisions will be charged a flat fee of \$150) and provide for all media placement (\$10,000)

Timing: Collateral will be designed in November 2019. Media will be purchased following contract signing and receipt of media payment and is dependent on availability of space.

FEE SCHEDULE

	Flat Fee
Item 1 & 2: Activities as outlined above	\$17,000
Item 3: Media Buying & Design Services	\$91,105.93
TOTAL	\$108,105.93

Payment terms are:

- Item 3: 100% upon contract signing
- Items 1 and 2: 50% on contract signing and 50% upon completion.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 12, 2019
Re: Approval of Amendment to Data Integrity Contract with Cambridge West Partnership, LLC	
Action: Request for approval	

BACKGROUND

The Rancho Santiago Community College District (RSCCD) Board of Trustees approved an agreement with Cambridge West Partnership, LLC (CWP) on November 26, 2018 to assist RSCCD and its colleges in reviewing data collection procedures, assessing gaps, and developing a set of recommendations to improve its data collection and reporting.

ANALYSIS

Due to additional training that was required by the financial aid departments, it is necessary to amend the agreement amount from \$78,750.00 to \$80,150.00, a difference of \$1,400.00.

RECOMMENDATION

It is recommended that the Board of Trustees approve this amendment to the agreement with CWP as presented.

Fiscal Impact: \$80,150.00	Board Date: August 12, 2019
Prepared by: Patricia S. Dueñez, Assistant to Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	

AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 12th day of August, 2019, between **CAMBRIDGE WEST PARTNERSHIP, LLC**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

To amend that certain AGREEMENT entered into on November 26, 2018 for CONSULTANT to provide services to the DISTRICT regarding review of data collection procedures, assessing gaps, and developing a set of recommendations to improve the DISTRICT’s data collection and reporting as described in the original AGREEMENT. Please amend the AGREEMENT as follows:

- 1. Fiscal impact shall not exceed \$80,150.00
- A. Except as amended herein, the terms and conditions of the AGREEMENT, shall remain in full force and effect.

**CAMBRIDGE WEST PARTNERSHIP,
LLC**

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

By _____

By _____

C.M. Brahmhatt
Managing Director

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal
Services

Date _____

Date _____

COPIES TO:
GENERATING OFFICE
Rancho Santiago Community College
District
2323 N. Broadway, Suite 302
Santa Ana, CA 92706
Enrique Perez, J.D.
Vice Chancellor, Educational Services

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

CONTRACT AGREEMENT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND CAMBRIDGE WEST PARTNERSHIP, LLC

This AGREEMENT ("AGREEMENT") between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and CAMBRIDGE WEST PARTNERSHIP, LLC ("CONTRACTOR") shall be effective upon the execution date of this AGREEMENT. DISTRICT and CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services (SERVICES) to assist Rancho Santiago Community College District with data integrity and related processes to optimize student success and the alignment with the Student Centered Funding Formula, as described in "project proposal" attached hereto; and

WHEREAS, CONTRACTOR warrants and represents to DISTRICT that CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES in a timely manner and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I: CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1. CONTRACTOR shall timely and competently provide those SERVICES set forth in ATTACHMENT 1 of this AGREEMENT.

2. CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. CONTRACTOR agrees it shall take all special precautions necessary to protect the CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.

3. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

ARTICLE II: COMPENSATION

1. DISTRICT agrees to pay the CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT. District will be billed at \$175 an hour for 450 hours. Total contract not to exceed \$78,750.00. Printing (if requested) will be billed separately.

2. CONTRACTOR shall bill the DISTRICT on milestone completions. Billing shall include necessary support sufficient to satisfy the requirements of the DISTRICT. Invoices shall include information that shows progress billing and percentage of phase or phases completed to date of billing.

3. Invoices for payment of services by the CONTRACTOR shall be paid by the DISTRICT within a 45-day period from the invoice receipt date from the CONTRACTOR.

ARTICLE III: TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date of execution by the PARTIES, with CONTRACTOR'S SERVICES to commence on or about November 27, 2018. All SERVICES shall be completed by no later than June 30th, 2019 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, terminate this AGREEMENT and compensate CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than five days after the day of mailing, whichever occurs first.

ARTICLE IV: INDEMNITY AND INSURANCE

1. CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of CONTRACTOR or of any Officer, Director, Agent, or Employee of CONTRACTOR.

2. DISTRICT agrees to indemnify and hold harmless CONTRACTOR, its officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of DISTRICT or of any Trustees, Officer, Director, Agent, or Employee of DISTRICT.

3. DISTRICT may require CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate.

ARTICLE V: INDEPENDENT CONTRACTOR

1. CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. CONTRACTOR has no authority to bind DISTRICT. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to CONTRACTOR and its employees.

ARTICLE VI: MISCELLANEOUS PROVISIONS

1. An inducement to the DISTRICT for entering into this AGREEMENT is the professional reputation and competence of CONTRACTOR and its employees. Neither this AGREEMENT, nor any

interest therein may be assigned by CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. 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.

6. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY.

7. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:

Peter Hardash
Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
714.480.7340 Office

TO CONTRACTOR:

Cambridge West Partnership, LLC
C. M. Brahmhatt, Managing Director
14451 Chambers Road, Suite 140
Tustin, California 92780

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT


Peter Hardash,
Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District

Dated: 11/27/18

CAMBRIDGE WEST PARTNERSHIP, LLC


C.M. Brahmhatt, Managing Director

Federal ID No. 20-5500381
Dated: 11/19/18

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Data Integrity

PROJECT PROPOSAL

Cambridge West Partnership, LLC (CWP) is pleased to provide a proposal to assist Rancho Santiago Community College District with data integrity and related processes to optimize student success and the alignment with the Student-Centered Funding Formula. The focus is to work directly with the districtwide Data Integrity Committee and assist all related college committees to evaluate the current MIS workflow process, conduct a review of current data governance policies and the development of documents (desk manual) supporting California Community College best practices. A comprehensive look at all student information systems and the documents used to populate these systems will be conducted. An emphasis on comparing best practices at similar California Community Colleges will be highlighted throughout the project.

The assistance will focus on the following:

Phase 1

1. Review of the mandated reporting requirements of the MIS, IPEDS and 320 reports
2. Review and validate the processes to produce these reports
3. Facilitate the review of procedures used to input and gather information tied to these reports
4. Perform an analysis on all student information systems
5. Facilitate discussions to improve districtwide understanding of the various student information systems and their functions
6. Attend related user group meetings as needed to identify, review and discuss the movement of student information from the application process thru the MIS submissions
7. Assist with updating and or creating Board Policies and Procedures to strengthen the data integrity processes districtwide

Phase 2

1. Develop a data element dictionary
2. Develop a map of data sources, data manipulation processes and data locations for all data elements used in mandated reporting
3. Develop data entry standards for all mandated reporting data to ensure consistency of data
4. Develop recommendations for process improvements in the mandated reporting processes
5. Develop documentation on the handling of common data errors encountered during the reporting process including responsible party key contacts for resolution
6. Develop example reports to be used to diagnose possible reporting errors
7. Develop a draft Data Governance Policy including identification of data ownership

We anticipate completing this project in 450 hours at the technology services rate of \$ 175.00 per hour or a total not to exceed \$78,750. Actual hours will be billed. Printing (if requested) will be billed separately.

We plan to begin this project upon approval of the proposal and expect completion by June 30th, 2019. Based on the findings, the project scope and schedule may change with the agreement of both parties.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: August 12, 2019
Re:	Adoption of Board Policies	
Action:	Request for Approval	

BACKGROUND

The Board Policy Committee met on June 10, 2019 and reviewed new and revised policies. These policies were presented to the Board for a First Reading on July 15, 2019 and are now presented for adoption.

ANALYSIS

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies that comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. District Administration also recommends revisions to existing policies and adoption of new policies as required. The Board Policy Committee is recommending the attached policies be updated and revised to conform to the CCLC recommendations and/or adopted as recommended by District Administration.

RECOMMENDATION

It is recommended that the Board adopt the new and revised policies.

Fiscal Impact:	None	Board Date: August 12, 2019
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor	
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor	
Recommended by:	Marvin Martinez, Chancellor	

Rancho Santiago Community College District
BOARD POLICY
Chapter 3
General Institution

BP 3730 Information Security Standards

Reference(s):

Education Code Section 70902
Penal Code Section 502
California Civil Code 1798.29, 1798.82, 1798.84
California Constitution Article 1, Section 1
California Community College Information Security Standard

As an educational institution, the District and its college(s) collect, process, and manipulate large amounts of data about its students, its personnel, and others. The District is committed to ensuring the highest level of privacy and security for these data sets in accordance with state and federal law and industry best practices. To that end, the Chancellor in consultation with staff shall establish local security procedures that meet or exceed the standards as established by the current California Community College Information Security Standard. The procedures shall include requirements for classifying all data sets by security level and shall apply the appropriate security protocols. Further, the District intends for employees charged with managing data sets of any level of confidentiality to adhere to District information security procedures and complete regular training in said procedures.

Adopted: August 12, 2019

Rancho Santiago Community College District
BOARD POLICY
Chapter 3
General Institution

BP 3900 Speech: Time, Place and Manner

Reference(s):

Education Code Sections 66301 and 76120

Students, employees, and members of the public shall be free to exercise their rights of free expression, subject to the requirements of this policy.

The colleges of the District have areas that are designated public forums available for the exercise of expression use by students, employees and members of the public. The Chancellor shall enact such administrative regulations as are necessary to reasonably regulate the time, place and manner of the exercise of free expression in the designated public forums.

The administrative regulations promulgated by the Chancellor shall not prohibit the right of students to exercise free expression, including but not limited to the use of designated bulletin boards, the distribution of printed materials or the wearing of buttons, badges, or other insignia.

Speech shall be prohibited that is defamatory, obscene according to current legal standards, or which so incites others as to create a clear and present danger of the commission of unlawful acts on District property or the violation of District policies or procedures, or the substantial disruption of the orderly operation of the District.

Nothing in this policy shall prohibit the regulation of hate violence directed at students in a manner that denies their full participation in the educational process (Education Code Section 66301(e)), so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution. Students may be disciplined for harassment, threats, or intimidation unless such speech is constitutionally protected.

Revised: January 13, 2014 (Previously BP5420)

Revised: August 12, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees

To:	Board of Trustees	Date:	August 12, 2019
Re:	Nomination of Zeke Hernandez to Association of Community College Trustees (ACCT) Diversity, Equity, & Inclusion Committee		
Action:	Request for Action		

BACKGROUND

The Association of Community College Trustees is seeking volunteer members for specific committees. Zeke Hernandez is interested in serving on the ACCT Diversity, Equity, & Inclusion Committee for the 2020-2022 calendar years.

ANALYSIS

ACCT is soliciting letters of nomination for committee membership. Trustee Hernandez is interested in serving on the ACCT Diversity, Equity, & Inclusion Committee and is requesting a letter of nomination from the RSCCD board.

RECOMMENDATION

It is requested that the board approve a letter of nomination for Trustee Hernandez to serve on ACCT's Diversity, Equity, & Inclusion Committee during the 2020-2022 calendar years.

Fiscal Impact: Approximately	Board Date: August 12, 2019
Prepared by: Anita Lucarelli, Executive Assistant to the Board	
Submitted by: Anita Lucarelli, Executive Assistant to the Board	
Recommended by: Zeke Hernandez, Clerk, Board of Trustees	



Building the future through quality education

2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • www.rsccd.edu

Santa Ana College • Santiago Canyon College

August 13, 2019

Association of Community College Trustees

President

1101 17th Street NW #300

Washington, D.C. 20036

Email: nominations@acct.org

Dear ACCT President,

The Board of Trustees of the Rancho Santiago Community College District (RSCCD) nominates Trustee Zeke Hernandez to serve on the Association of Community College Trustees (ACCT) Diversity, Equity, & Inclusion Committee during the 2020-2022 calendar years.

Mr. Hernandez is an active member on the RSCCD Board. He has gained experience by serving as a member of the RSCCD Board Facilities Committee, Board Fiscal/Audit Committee, Board Policy Committee, and as chairperson of the Board Legislative Committee. Mr. Hernandez has attended regional and statewide conferences which has allowed him to meet leaders from community colleges statewide. He has also attended national conferences in Washington, D.C.

The RSCCD Board of Trustees agrees to financially support Mr. Hernandez as he serves on the ACCT Board and Diversity, Equity, & Inclusion Committee which will enable him to attend committee meetings held in conjunction with the ACCT Annual Leadership Congress and Community College National Legislative Summit.

If I can provide additional information, please contact me at (714) 480-7452.

Sincerely,

Phillip E. Yarbrough

President

Board of Trustees

/al

BOARD OF TRUSTEES:

Claudia C. Alvarez • Arianna P. Barrios • John R. Hanna • Zeke Hernandez • Lawrence R. "Larry" Labrado • Nelida Mendoza Yanez • Phillip E. Yarbrough

CHANCELLOR:

Marvin Martinez

5.19 (2)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

August 12, 2019

MANAGEMENT

Appointment

Hoang, Michael S.
Director, Academic & End User
Support Services
Information Technology Services

Effective: August 19, 2019
Salary Placement: D-7 \$162,878.47/Year
(Requisition #CL19-1279)

Sergeyeva, Larisa
Dean, Human Services &
Technology Division
Santa Ana College

Effective: August 7, 2019
Salary Placement: B-2 \$147,905.93/Year
(Requisition #AC19-0752)

Soto, Armando
Associate Dean, Counseling
Counseling Division
Santa Ana College

Effective: July 30, 2019
Salary Placement: D-5 \$147,735.57/Year
(Requisition #AC19-0750)

Appointment/Interim to Permanent

Coto, Jennifer
Dean, Enrollment & Student Enrollment Services
Santiago Canyon College

Effective: July 24, 2019
Salary Placement: B-7 \$188,769.61/Year
(Requisition #AC19-0746)

Appointment/Change of Assignment

Reynoso, Mark R.
From: Senior Accountant
To: Director, Campus Budget & Accounting
Administrative Services
Santa Ana College

Effective: July 24, 2019
From: 15-5 \$71,258.37/Year
To: G-1 \$97,593.65/Year
(Requisition #CL19-1266)

Acting Assignment

Fuller, Elisabeth D.
Assistant to the Vice Chancellor
Business Operations & Fiscal Services
District

Effective: July 22 – October 31, 2019
Hourly Rate: M-1 \$34.04

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
August 12, 2019

Page 2

MANAGEMENT (CONT'D)

Adjusted Rate of Pay for Interim Assignment

Toledo, Michael
Interim Chief District Safety & Security
Business Operations & Fiscal Services
District

Effective: July 1, 2019 – June 30, 2020
Salary Placement: D-3 \$134,000.52/Year

FACULTY

Appointment

Heremans, Tiffany
Assistant Professor, Hospitality/
Culinary Arts
Human Services & Technology Division
Santa Ana College

Effective: August 19, 2019
Final Placement: I-8 \$71,955.17/Year
(Requisition #AC19-0735)

Hernandez Morales, Nery
Master Teacher
SAC East Child Development Center
Child Development Services
District

Effective: July 16, 2019
Salary Placement: MT/MA-1 \$45,568.09/Year
(Requisition #AC19-0762)

Malika, Madeline
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective: July 16, 2019
Salary Placement: MT/AA-1 \$41,492.72/Year
(Requisition #AC19-0761)

Mayer, Quynh
Assistant Professor, Nursing
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 19, 2019
Tentative Salary Placement: II-3 \$62,839.06/Year
(Requisition #AC19-0716)

Padilla, Jessica
Assistant Professor, Occupational Therapy
Assistant Program
Human Services & Technology Division
Santa Ana College

Effective: August 19, 2019
Final Placement: II-8 \$76,309.896/Year
(Requisition #AC19-0736)

Stevens, Hayley
Assistant Professor, Physical Fitness/
Wellness/Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: August 19, 2019
Final Placement: II-7 \$73,691.95/Year
(AC19-0733)

FACULTY (CONT'D)

Hiring of Temporary Long-term Substitute

Dahl, Michael Effective: August 19 – December 14, 2019
Long-term Substitute, Chemistry Hourly Rate: 4-5 \$74.74
Mathematics & Sciences Division
Santiago Canyon College

Ferrelli, Rebecca Effective: August 19 – December 14, 2019
Learning Disabilities Specialist Hourly Rate: 4-3 \$57.63
Disabled Students Programs & Services
Santiago Canyon College

Wilson, Jeremy Effective: August 19 – December 14, 2019
Long-term Substitute, Math Hourly Rate: 2-3 \$61.50
Mathematics & Sciences Division
Santiago Canyon College

Adjusted Site/Salary for Appointment

Lemus Vallejo, Cristina Effective: June 24, 2019
Master Teacher, SAC Early Childhood Salary Placement: MT/BA-4 \$46,142.44/Year
Education Center (AC19-0743)
Child Development Services
District

Adjusted Site/Effective Date for Appointment

Vander Linde, Nerissa Effective: July 1, 2019
Master Teacher, Santiago Canyon College Salary Placement: MT/AA-1 \$41,492.72/Year
Child Development Services (AC19-0742)
District

2019/2020 Contract Stipend

Ross, Kristina Effective: July 1, 2019 – June 30, 2020
Coordinator, Fire Academy Amount: \$1,000.00
Human Services & Technology Division Duties: Coordination
Santa Ana College

Vu, Binh Effective: July 1, 2019 – June 30, 2020
Associate Professor, Music Amount: \$6,000.00
Arts, Humanities & Social Sciences Division Duties: Coach-Performing Arts Programs
Santiago Canyon College

FACULTY (CONT'D)

2019/2020 Contract Stipend (cont'd)

Wann, Teresa
Coordinator, Fire Academy
Human Services & Technology Division
Santa Ana College

Effective: July 1, 2019 – June 30, 2020
Amount: \$1,000.00
Duties: Coordination

Ratification of Resignation/Retirement

Carrera, Cheryl
Professor, Math
Mathematics & Sciences Division
Santiago Canyon College

Effective: December 15, 2019 (Last Day)
Reason: Retirement

Gomez, Allyce
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District Operations

Effective: September 20, 2019 (Last Day)
Reason: Resignation

Leave of Absence

Meier, Krystal
Professor, Math
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 19 - December 14, 2019
Reason: Banked Leave/LHE Withdrawal: 3 LHE
(Concurrent with Fall 2019 Sabbatical Leave)

Rebert, Samantha R.
Instructor, Kinesiology
Mathematics & Sciences Division
Santiago Canyon College

From: October 28, 2019 – January 20, 2020
Reason: Maternity Leave

Simbro, Teresa
Professor/Coordinator, Nursing/National
Council Licensing Examination/Technology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 19 - December 14, 2019
Reason: Banked Leave/LHE Withdrawal: 3 LHE
(Concurrent with Fall 2019 Sabbatical Leave)

FACULTY (CONT'D)

Extended Leave of Absence

Le, Vy
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective: July 11 – October 15, 2019
Leave Type: Pregnancy Disability

Final Salary Placement

Arazi, Heather
Assistant Professor, American
Sign Language
Humanities & Social Sciences Division
Santa Ana College

Effective: August 19, 2019
Final Placement: VI-11 \$95,916.67/Year
(AC19-0757)

Bittner, Matthew
Assistant Professor, Automotive
Technology/Engine
Human Services & Technology Division
Santa Ana College

Effective: August 19, 2019
Final Placement: II-6 \$70,925.56/Year
(AC19-0728)

Castellanos, Ralph
Assistant Professor, Communication Studies
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 19, 2019
Final Placement: II-9 \$79,008.71/Year
(AC19-0732)

Gates, Alana
Assistant Professor, Real Estate
Business & Career Technical
Education Division
Santiago Canyon College

Effective: August 19, 2019
Final Placement: I-9 \$74,650.66/Year
(AC19-0739)

Gonzalez, Sara
Assistant Professor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 19, 2019
Final Placement: II-7 \$73,619.95/Year
(AC19-0731)

Henry, Amanda
Assistant Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19, 2019
Final Placement: VI-11 \$95,916.67/Year
(AC19-0726)

FACULTY (CONT'D)

Final Salary Placement (cont'd)

Higuera, Daniel
Assistant Professor, Physical Fitness/
Wellness/Fire Technology
Human Services & Technology Division
Santa Ana College
Effective: August 19, 2019
Final Placement: II-5 \$68,232.31/Year
(AC19-0734)

LaBreau, Katie
Assistant Professor, Communication Studies
Fine & Performing Arts Division
Santa Ana College
Effective: August 19, 2019
Final Placement: II-11 \$84,399.74/Year
(AC19-0722)

McAdam, Jennifer
Assistant Professor, Chemistry
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: August 19, 2019
Final Placement: VI-11 \$95,916.67/Year
(AC19-0730)

Medina, Guillermo
Assistant Professor, Kinesiology
Mathematics & Sciences Division
Santiago Canyon College
Effective: August 19, 2019
Final Placement: IV-11 \$90,159.32/Year
(AC19-0727)

Nardi, Nicholas
Assistant Professor, Psychology
Humanities & Social Sciences Division
Santa Ana College
Effective: August 19, 2019
Final Placement: VII-6 \$85,449.49/Year
(AC19-0756)

Patch, Nicole
Assistant Professor, Library Science
Fine & Performing Arts Division
Santa Ana College
Effective: August 19, 2019
Final Placement: VI-4 \$77,051.51/Year
(AC19-0740)

Rehm, David
Assistant Professor, Communication Studies
Fine & Performing Arts Division
Santa Ana College
Effective: August 19, 2019
Final Placement: II-9 \$79,008.72/Year
(AC19-0760)

Smith, Elizabeth
Assistant Professor, American Sign Language
Humanities & Social Sciences Division
Santa Ana College
Effective: August 19, 2019
Final Placement: IV-11 \$90,159.32/Year
(AC19-0724)

FACULTY (CONT'D)

Final Salary Placement (cont'd)

Van Dyke-Kao, Rita
Assistant Professor/Coordinator, ESL
Continuing Education Division
Santiago Canyon College

Effective: August 12, 2019
Final Placement: II-10 \$81,706.48/Year
(AC19-0713)

Wang, Wendy
Assistant Professor, Occupational Studies
Human Services & Technology Division
Santa Ana College

Effective: August 19, 2019
Final Placement: V-11 \$93,038.57/Year
(AC19-0737)

Yimenu, Bethlehem
Assistant Professor, Psychology
Humanities & Social Sciences Division
Santa Ana College

Effective: August 19, 2019
Final Placement: VII-6 \$85,449.49/Year
(AC19-0723)

Column Changes

Bustamante, Alfonso
Instructor, Counseling
Counseling Division
Santa Ana College

Effective: August 12, 2019
From: III-5 \$71.18
To: IV-5 \$74.74

Casillas, Juliet
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: August 12, 2019
From: I-5 \$64.57/\$58.12
To: II-5 \$67.79/\$61.02

Contreras, Sandra E.
Instructor, Clinical Nurse
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 12, 2019
From: I-3 \$58.56
To: II-3 \$61.50

Digilio, Gregory
Instructor, Engineering
Business Division
Santa Ana College

Effective: August 12, 2019
From: I-5 \$64.57/\$58.12
To: II-5 \$67.79/\$61.02

Fini, Kaine
Instructor, Anthropology
Humanities & Social Sciences Division
Santa Ana College

Effective: August 12, 2019
From: III-4 \$67.79
To: IV-4 \$71.18

FACULTY (CONT'D)

Column Changes (cont'd)

Hamamura, Stacey
Instructor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 12, 2019
From: II-4 \$64.57/\$58.12
To: III-4 \$67.79/\$61.02

Haxton, Mark L.
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: August 12, 2019
From: I-5 \$64.57/\$58.12
To: II-5 \$67.79/\$61.02

Saucedo Daniel, Jorge
Instructor, Vocational/High School Subjects
Continuing Education Division (CEC)
Santa Ana College

Effective: August 12, 2019
From: I-4 \$55.51
To: II-4 \$52.81

Torres, Anacany
Counselor
Continuing Education Division (CEC)
Santa Ana College

Effective: August 12, 2019
From: II-4 \$44.88
To: III-4 \$46.00

Truong, James
Instructor, Counseling
Counseling & Student Support Services Division
Santiago Canyon College

Effective: August 12, 2019
From: III-4 \$67.79/\$57.63
To: IV-4 \$71.18/\$60.51

Wallace, Thao
Instructor, Clinical Nurse
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 12, 2019
From: II-5 \$67.79/\$61.02
To: IV-5 \$74.74/\$67.27

White, Dana S.
Instructor, Basic Skills/Reading & Writing
Continuing Education Division (CEC)
Santa Ana College

Effective: August 12, 2019
Hourly Lecture Rate: I-3 \$50.25

Woodson, Carrie
Instructor, Dance
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 12, 2019
From: II-5 \$67.79/\$61.02
To: III-5 \$71.18/\$64.07

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires

Blois, Laurie L. Effective: August 26, 2019
Instructor, English Hourly Lecture Rate: IV-3 \$67.79
Dual Enrollment Program
Instructor Service Agreement/SAUSD
Humanities & Social Sciences Division
Santa Ana College

Cedeno, Jose Miguel Effective: August 19, 2019
Instructor, Mathematics Hourly Lecture/Lab Rates: II-5 \$67.79/\$61.02
Mathematics & Sciences Division
Santiago Canyon College

Contreras, Luis A. Effective: August 12, 2019
Instructor, HSS/Bridge/Spanish Hourly Lecture Rate: III-3 \$52.81
Continuing Education Division (CEC)
Santa Ana College

Correa, Deborah F. Effective: August 12, 2019
Instructor, Older Adults/Manipulative Skills Hourly Lecture Rate: II-3 \$51.51
Continuing Education Division (CEC)
Santa Ana College

DaSilva, Paul F. Effective: August 26, 2019
Instructor, Music Hourly Lecture/Labe Rates: II-3 \$61.50/\$55.35
Fine & Performing Arts Division
Santa Ana College

Davis, Randal E. Effective: August 19, 2019
Instructor, Criminal Justice Hourly Lecture Rate: III-5 \$71.18
Human Services & Technology Division
Santa Ana College

Donley, David C. Effective: August 26, 2019
Instructor, Philosophy Hourly Lecture Rate: IV-3 \$67.79
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Drown, Nathan S. Effective: August 12, 2019
Instructor, Vocational/Automotive Technology Hourly Lecture Rate: II-3 \$51.51
Continuing Education Division (CEC)
Santa Ana College

FACULTY (CONT'D)

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

Espinoza, Cindy A. Effective: August 19, 2019
Clinical Nurse Hourly Rate: II-3 \$61.50
Science, Math & Health Sciences Division
Santa Ana College

Fitch, Alexander L. Effective: August 26, 2019
Instructor, Graphic Design Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Fine & Performing Arts Division
Santa Ana College

Garrett, Nicole M. Effective: July 29, 2019
Instructor, Older Adults/Physical Fitness Hourly Lecture Rate: III-3 \$52.81
Continuing Education Division
Santa Ana College

Hashemi, Seyed Z. Effective: August 19, 2019
Instructor, Mathematics Hourly Lecture/Lab Rates: II-5 \$67.79/\$61.02
Science, Math & Health Sciences Division
Santa Ana College

Hillburn, Pamela A. Effective: August 19, 2019
Instructor, American College English Hourly Lecture Rate: II-3 \$61.50
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Iwama, Jason T. Effective: August 19, 2019
Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35
Science, Math & Health Sciences Division
Santa Ana College

Jay, Charles Howard Effective: August 19, 2019
Instructor, Music (equivalency) Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Fine & Performing Arts Division
Santa Ana College

Karpow, Shaun E. Effective: August 21, 2019
Instructor, High School Subjects/Bridge Hourly Lecture Rate: II-3 \$51.51
Continuing Education Division (OEC)
Santiago Canyon College

Kim, Caroline J. Effective: July 22, 2019
Instructor, ESL Hourly Lecture Rate: II-3 \$51.51
Continuing Education Division (CEC)
Santa Ana College

FACULTY (CONT'D)

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

Kirby, Brendon D. Effective: August 19, 2019
Instructor, Welding Technology Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Human Services & Technology Division
Santa Ana College

Krok, Johnathan M. Effective: August 9, 2019
Instructor, Criminal Justice/ Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Vehicle Pullovers & Crimes in Progress
Human Services & Technology Division
Santa Ana College

Lee, Wing Effective: August 19, 2019
Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35
Mathematics & Sciences Division
Santiago Canyon College

Levine, Michael D. Effective: August 26, 2019
Instructor, Economics Hourly Lecture Rate: IV-3 \$67.79
Humanities & Social Sciences Division
Santa Ana College

Malone Alteet, Elizabeth Effective: July 15, 2019
Instructor, IEP High School Subjects/GED Hourly Lecture Rate: II-3 \$51.51
Continuing Education Division (OEC)
Santiago Canyon College

Martinez Sanchez, Mario S. Effective: August 12, 2019
Instructor, ESL Hourly Rate: II-3 \$51.51
Continuing Education Division (OEC)
Santiago Canyon College

McMillan, Jennifer C. Effective: August 26, 2019
Instructor, Graphic Art Hourly Lecture/Lab Rates: III-3 \$64.57/\$58.12
Fine & Performing Arts Division
Santa Ana College

Medina, Guillermo Effective: July 10, 2019
Instructor, Kinesiology/Athletics/Intercollegiate Hourly Rate: IV-3 \$61.02
Mathematics & Sciences Division
Santiago Canyon College

FACULTY (CONT'D)

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

Morency, Marilu
Instructor, Older Adults/Manipulative Skills
Continuing Education Division (CEC)
Santa Ana College
Effective: August 12, 2019
Hourly Lecture Rate: II-3 \$51.51

Moridzadeh, Roozbeh E.
Instructor, High School Subjects/Bridge
Continuing Education Division (OEC)
Santiago Canyon College
Effective: August 21, 2019
Hourly Lecture Rate: I-3 \$50.25

Nunez, Albaro
Instructor, Older Adults/Physical Fitness
Continuing Education Division (CEC)
Santa Ana College
Effective: August 12, 2019
Hourly Lecture Rate: I-3 \$50.25

Oo, Jennifer Lee
Instructor, Vocational/Medical
CNA Training Program
Continuing Education Division (OEC)
Santiago Canyon College
Effective: July 29, 2019
Hourly Lecture Rate: \$51.51

Ortiz, Jose R.
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College
Effective: July 22, 2019
Hourly Lecture Rate: II-3 \$51.51

Page, Ana L.
Instructor, Child Development
Business & Career Technical Education Division
Santiago Canyon College
Effective: August 19, 2019
Hourly Lecture Rate: II-3 \$61.50

Pfleiger, Jeremiah R.
Instructor, Stagecraft
Fine & Performing Arts Division
Santa Ana College
Effective: July 29, 2019
Hourly Lecture Rate: I-3 \$58/56

Phethean, Matilde A
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College
Effective: July 22, 2019
Hourly Lecture Rate: I-3 \$50.25

FACULTY (CONT'D)

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

Rehnelt, Wayne M. Effective: August 9, 2019
Instructor, Criminal Justice/Pre-Patrol Sgt. Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Human Services & Technology Division
Santa Ana College

Rockwell, Robert R. Effective: August 9, 2019
Instructor, Criminal Justice/ Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35
Firearms & Tactical Simulation
Human Services & Technology Division
Santa Ana College

Rodino, James P. Effective: August 9, 2019
Instructor, Criminal Justice/ Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35
Hazardous Materials Awareness
Human Services & Technology Division
Santa Ana College

Servin, Janis M. Effective: August 12, 2019
Instructor, Basic Skills IEP Hourly Lecture Rate: II-3 \$51.51
Continuing Education Division (CEC)
Santa Ana College

Seto, Shoo Effective: August 19, 2019
Instructor, Mathematics Hourly Lecture/Lab Rates: IV-3 \$67.79/\$61.02
Science, Math & Health Sciences Division
Santa Ana College

Sirossian, Shahrokh Effective: August 19, 2019
Instructor, Chemistry Hourly Lecture Rate: \$61.50
Mathematics & Sciences Division
Santiago Canyon College

Tamariz, Santiago M. Effective: August 20, 2019
Instructor, Spanish Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Unrau, Jarit M. Effective: August 21, 2019
Instructor, High School Subjects/ Hourly Lecture Rate: III-3 \$52.81
Bridge-Natural Sciences
Continuing Education Division (OEC)
Santiago Canyon College

FACULTY (CONT'D)

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

Vanover, Griselda
Occupational Therapy Assistant/
Human Services & Technology Division
Santa Ana College
Effective: August 19, 2019
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Wong Yu, Jozelle S.
Instructor, Communications
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: August 26, 2019
Hourly Lecture Rate: II-3 \$61.50

Yang, Jimmy
Instructor, Mathematics
Science, Math & Health Sciences Division
Santa Ana College
Effective: August 19, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Non-paid Instructors of Record

Buck, Randall H.
Instructor, Apprenticeship/Electrical
Instructor Service Agreement/Orange County Electrical
Business & Career Technical Education Division
Santiago Canyon College
Effective: June 24, 2019

Reaver, John D.
Instructor, Criminal Justice (equivalency)
Instructor Service Agreement/
Adlerhorst International, LLC
Human Services & Technology Division
Santa Ana College
Effective: July 29, 2019

Reaver, Michael J.
Instructor, Criminal Justice (equivalency)
Instructor Service Agreement/
Adlerhorst International, LLC
Human Services & Technology Division
Santa Ana College
Effective: July 29, 2019

Non-paid Intern Service

Alcala, Matthew
Clinical Psychology Intern
Psychological Services
Health & Wellness Center
Santiago Canyon College
Effective: August 13, 2019 – June 30, 2020
College Affiliation: University of La Verne
Major: Clinical Psychology

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Apodaca, Christian
Athletic Training Intern
Kinesiology/Athletics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 13, 2019 – January 30, 2020
College Affiliation: California State Fullerton
Major: Athletic Training

Berringer, Christine
Nursing Intern
Health Science & Nursing
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: September 10, 2019 – June 10, 2020
College Affiliation: Walden University
Major: Nursing

Carrillo, Erica
Social Work Intern
SAC Child Development Center
Child Development Services
District Operations

Effective: August 19, 2019 – June 1, 2020
College Affiliation: CSU, Fullerton
Major: Social Work

Garcia, Cyndy
Counseling Intern
Counseling Division
Santa Ana College

Effective: August 19, 2019 – June 30, 2020
College Affiliation: CSU, Long Beach
Major: Counseling

Garcia, Stacey
Athletic Training Intern
Kinesiology/Athletics
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: August 13, 2019 – January 30, 2020
College Affiliation: CSU, Long Beach
Major: Athletic Training

Gaytan, Ashley
Academic Advising Intern
Talent Search
Santa Ana College

Effective: August 13 – December 13, 2019
College Affiliation: CSU, Fullerton
Major: Human Services

Lieu, Nancy
Counseling Intern
Counseling Division
Santa Ana College

Effective: August 19, 2019 – June 30, 2020
College Affiliation: University of Southern California
Major: Educational Counseling

Rivas, Kevin
Counseling Intern
Counseling Division
Santa Ana College

Effective: August 19, 2019 – June 30, 2020
College Affiliation: University of Southern California
Major: Educational Counseling

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
AUGUST 12, 2019**

CLASSIFIEDNew Appointment

Gonzalez, Deyanira Student Program Specialist (CL19-1281) DSPS/ SCC	Effective: July 29, 2019 Grade 10, Step 1 \$45,501.80
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Loza, Richard Risk Management Specialist (CL19-1283) Risk Management/ District	Effective: July 16, 2019 Grade 12, Step 4 \$57,948.76
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Professional Growth Increments

James, Katherine Admissions & Records Spec. II/ Admissions/ SAC	Effective: September 1, 2019 Grade 8, Step 6 + 3PG (1500) \$54,902.68
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Martin, Sheryl Executive Secretary/ Continuing Ed./ OEC	Effective: September 1, 2019 Grade 14, Step 6 + 7.5%L + 2PG (1000) \$77,205.28
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Nguyen, Mai Sr. Admissions & Records Spec./ Admissions/ SCC	Effective: September 1, 2019 Grade 11, Step 4 + 2PG (1000) \$56,045.84
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Tran, Kieu Loan Admissions & Records Spec. III/ Admissions/ SAC	Effective: September 1, 2019 Grade 10, Step 6 + 1PG (500) \$58,585.69
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Vasquez, Liliana Administrative Clerk/ Continuing Ed./ OEC	Effective: September 1, 2019 Grade 10, Step 3 + 2.5%Bil + 1PG (500) \$51,953.50
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Out of Class Assignment

Reynoso, Mark Director Campus Budget & Accounting/ Admin. Services/ SAC	Effective: 07/01/19 – 07/23/19 Grade G, Step 1 \$97,593.65 <i>Supervisory</i>
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Change in Position/Location

Chiang, Yahwei
From: Accountant
To: Sr. Accountant (Reclass 1135)
Admin. Services/ SAC

Effective: July 1, 2019
Grade 15, Step 2 \$61,522.64

Furlong, Brenda
From: Accountant
To: Sr. Accountant (Reclass 1136)
Admin. Services/ SAC

Effective: July 1, 2019
Grade 15, Step 5 + 5%L + 8PG (4000)
\$78,821.29

Pleitez, Roxana
From: Resource Dev. Coord.
To: Administrative Secretary (CL19-1288)
Humanities & Soc. Sci./ SAC

Effective: July 15, 2019
Grade 12, Step 6 + 2PG (2000)
\$64,905.22

Trujillo Zuniga, Beatrice
From: Sr. Clerk/ Dispatcher
To: Administrative Secretary (CL19-1288)
Humanities & Soc. Sci./ SAC

Effective: July 10, 2019
Grade 12, Step 4 \$57,948.76

Change in Salary Placement

Lordanich, Joseph
Sr. District Safety Officer/ SCC

Effective: July 15, 2019
Grade 13, Step 5 + 5%SW \$67,215.49
Add Swing Shift

Martinez, Loretta
Sr. Clerk/Communications Ctr. Dispatcher/
District Safety/ SAC

Effective: July 15, 2019
Grade 8, Step 4 \$48,432.13
Change to Day Shift

Palomares, Vanessa
Business Services Coordinator
Workforce Ed./ District

Effective: August 13, 2019
Grade 13, Step 2 + 2.5%Bil + 2PG (500)
\$57,146.55
Add Bilingual Stipend

Leave of Absence

Arredondo, Abel
Student Program Specialist/ Student
Services/ SAC

Effective: 07/09/19 – 10/01/19
Reason: FMLA

Voluntary Furlough

Vu, Sara Student Services Coordinator/ Counseling/ SAC	Effective: 08/20/19 – 06/30/20 Grade 15, Step 3 + 1PG (500) @ 88% Voluntary Furlough \$57,363.18
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Ratification of Resignation/Retirement

Martinez Mendoza, Elvira Counseling Assistant/ Counseling/ SCC	Effective: July 18, 2019 Reason: Resignation
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McCabe, Caroline Art Gallery Coord./ Fine & Performing Arts/ SAC	Effective: June 29, 2019 Reason: Deceased
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Morillo, Jose Lead Custodian/ Admin. Services/ SAC	Effective: July 31, 2019 Reason: Retirement
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Vu, Giang Administrative Clerk/ Counseling/ SAC	Effective: August 31, 2019 Reason: Retirement
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CLASSIFIED HOURLY

New Appointments

Banal, Justine Student Services Specialist (CL19-1259) Student Development/ SAC	Effective: July 22, 2019 19 Hours/Week 12 Months/Year Grade 10, Step A \$21.80/Hour
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Cordova, Aimee General Office Clerk (CL19-1278) Science & Math/ SAC	Effective: July 16, 2019 19 Hours/Week 12 Months/Year Grade 3, Step A \$16.74/Hour
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Temporary to Hourly Ongoing

Mendez, Mayra Administrative Clerk (CL19-1285) Student Affairs/ SAC	Effective: July 29, 2019 19 Hours/Week 12 Months/Year Grade 10, Step A \$21.80/Hour
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Stenersen, Steven Student Program Specialist (CL19-1254) Student Services/ SCC	Effective: July 5, 2019 19 Hours/Week 12 Months/Year Grade 10, Step A \$21.80/Hour
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Professional Growth Increments

Pita, Lazaro
District Safety Officer/ SCC

Effective: September 1, 2019
Grade 9, Step A + 2 PG (500)
\$20.85/Hour + \$41.67/Mo. PG

Rodriguez, Rosalba
Instructional Assistant/ Continuing
Ed./CEC

Effective: September 1, 2019
Grade 5, Step A + 2.5%Bil + 2PG (500)
\$18.29/Hour + \$41.67/Mo. PG

Leave of Absence

Gardea, Omar
Learning Center Specialist/ Continuing
Ed./ CEC

Effective: 09/09/19 – 10/10/19
Reason: FMLA

Khan, Khadija
Student Program Specialist/ Scholarship/
SAC

Effective: 11/18/19 – 11/22/19
12/16/19 – 12/20/19
01/06/20 – 01/10/20
04/13/20 – 04/17/20
Reason: Non-Work Days for 11 Month
Contract

Marcos Ramirez, Rodrigo
Student Services Specialist/ Student
Services/ SAC

Effective: 07/01/19 – 08/02/19
06/01/20 – 06/30/20
Reason: Non-Work Days for 10 Month
Contract

Ramirez, Yiria
Instructional Assistant/ Continuing Ed./
OEC

Effective: 06/11/19 – 08/27/19
Reason: Pregnancy Disability Leave

Reyes, Adriana
Student Services Specialist/ Student
Services/ SAC

Effective: 07/01/19 – 08/03/19
06/01/20 – 06/30/20
Reason: Non-Work Days for 10 Month
Contract

Ryou Choi, JooHee
Learning Facilitator/ Humanities & Soc.
Sci./ SAC

Effective: 07/13/19 – 09/21/19
Reason: Maternity Leave

Leave of Absence cont'd

Shah, Sumitra	Effective: 07/29/19 – 08/02/19
Learning Assistant/ Student Development/ SCC	08/12/19 – 08/16/19 12/16/19 – 12/20/19 06/08/20 – 06/12/20
	Reason: Non-Work Days for 10 Month Contract

Ratification of Resignation/Retirement

Barragan, Liliana	Effective: July 24, 2019
Instructional Assistant/ Continuing Ed./ CEC	Reason: Resignation
Crawford, Jonathan	Effective: June 25, 2019
Gardener/Utility Worker/ Admin. Services/ SAC	Reason: Resignation (Revised Date)
Hughes, Jessica	Effective: June 16, 2019
Instructional Assistant/ Science & Math/ SCC	Reason: Resignation
Martinez Sanchez, Mario	Effective: May 30, 2019
Instructional Assistant/ Continuing Ed./ OEC	Reason: Resignation

TEMPORARY ASSIGNMENT

Short Term Assignment

Arredondo, Mayra	Effective: 08/13/19 – 06/30/20
Student Services Coord./ Business Div./ SAC	
Arredondo, Mayra	Effective: 08/13/19 – 06/30/20
Student Services Coord./ Business Div./ SAC	
Coria, Juan	Effective: 08/26/19 – 06/05/20
Instructional Assistant/ Counseling/ SAC	
Elizalde, Natalie	Effective: 08/26/19 – 06/30/20
Instructional Assistant/ Counseling/ SAC	

Short Term Assignment cont'd

Fajardo, April Instructional Assistant/ Counseling/ SAC	Effective: 08/26/19 – 06/30/20
Fuentes, Lesley General Office Clerk/ DMC/Ed. Services	Effective: 08/13/19 – 12/31/19
Gazda Sullivan, Patricia Instructional Assistant/ Science & Math/SAC	Effective: 08/13/19 – 06/30/20
Grajade, Alexandria Learning Facilitator/ Science & Math/ SAC	Effective: 08/27/19 – 06/06/20
Hager, Regina Instructional Assistant/ Math & Science/ SCC	Effective: 08/26/19 – 06/06/20
Hager, Regina Instructional Assistant/ Math & Science/ SCC	Effective: 08/26/19 – 06/05/20
Huerta, Anthony Learning Facilitator/ Science & Math/ SAC	Effective: 08/27/19 – 06/06/20
Huerta, Stephanie Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/19 – 06/30/20
Huh, Young Sook Accompanist/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/26/19 – 06/07/20
Leal, Soraida Instructional Assistant/ Science & Math/ SAC	Effective: 08/13/19 – 06/30/20
Nguyen, Christine Custodian/ Facility Planning/ District	Effective: 08/13/19 – 04/03/20
Nguyen, Thi Instructional Assistant/ Science & Math/ SAC	Effective: 08/13/19 – 06/30/20

Short Term Assignment cont'd

Orozco Alvarez, Rita Cashier/ Bookstore/ SAC	Effective: 08/13/19 – 05/08/20
Pham, Andy Learning Facilitator/ Science & Math/ SAC	Effective: 08/27/19 – 06/06/20
Reinhart, Charles Learning Facilitator/ Science & Math/ SAC	Effective: 08/27/19 – 06/06/20
Rizo, Roxanne Intermediate Clerk/ DMC/ Ed. Services	Effective: 08/13/19 – 12/31/19
Saldivar, Gerardo Custodian/ Facility Planning/ District	Effective: 08/13/19 – 04/03/20
Sigler, Chayne Instructional Assistant/ Math & Science/ SCC	Effective: 08/19/19 – 06/05/20
Smith, Rebecca Instructional Assistant/ Arts, Humanities & Soc. Sci./ SCC	Effective: 09/09/19 – 06/08/20
Tapia, Julian Cashier/ Bookstore/ SAC	Effective: 08/13/19 – 05/08/20
Torres, Daniel Instructional Assistant/ Counseling/ SAC	Effective: 08/26/19 – 06/05/20
Ung, Andrea Instructional Assistant/ Student Services/ SAC	Effective: 09/09/19 – 05/29/20
Utley, Maria Instructional Assistant/ Science & Math/ SAC	Effective: 08/13/19 – 06/30/20
Vargas, Adam Instructional Assistant/ Science & Math/ SAC	Effective: 08/13/19 – 06/30/20
Vu, Janet Learning Facilitator/ Science & Math/ SAC	Effective: 08/27/19 – 06/06/20

Short Term Assignment cont'd

Vu, Jennifer
Learning Facilitator/ Science & Math/ SAC
Effective: 08/27/19 – 06/06/20

Change in Temporary Assignment

Murphy, Tara
From: Presenter II
To: Community Services Presenter II/
Student Services/ SAC
Effective: 07/23/18 – 06/30/19
Change assignment title

Thielen, Maureen
From: Business Expert Professional
To: Business Expert Professional II/
SBDC/ Ed. Services
Effective: 05/22/19 – 06/30/19
Change in assignment title

Vazquez, Erika
Instructional Assistant/ Math & Science/
SCC
Effective: 06/17/19 – 06/30/19
07/01/19 – 08/09/19

Additional Hours for Ongoing Assignment

Ayala, Michelle
Job Developer/ EOPS/ SAC
Effective: 07/01/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Cristobal, Daniel
Counseling Assistant/ EOPS/ SAC
Effective: 07/01/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Hernandez Figueroa, Maria
Student Services Coord./ Student
Services/ SCC
Effective: 08/13/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Labat, Michael
Instructional Assistant/ Continuing Ed./
OEC
Effective: 07/01/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Le, Sophia
Student Services Spec./ EOPS/ SAC
Effective: 07/01/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Additional Hours for Ongoing Assignment cont'd

McMinimy, Tawny Accountant/ Admin. Services/ SCC	Effective: 06/19/19 – 06/30/19 07/01/19 – 09/20/19 Not to exceed 19 consecutive working days in any given period.
Mejia, Jovannys Student Services Coord./ Student Development/ SCC	Effective: 07/01/19 – 12/15/19 Not to exceed 19 consecutive working days in any given period.
Mosqueda, Berenice Learning Facilitator/ Student Development/ SCC	Effective: 06/24/19 – 06/30/19 07/01/19 – 07/31/19 Not to exceed 19 consecutive working days in any given period.
Nguyen, Lisa Instructional Assistant/ Continuing Ed./ CEC	Effective: 06/28/19 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Norzagaya, Cesar Instructional Assistant/ Continuing Ed./ CEC	Effective: 06/28/19 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Ontiveros, Tara Student Services Spec./ Student Services/ SCC	Effective: 07/01/19 – 08/09/19 Not to exceed 19 consecutive working days in any given period.
Reimer, Tracy Counseling Assistant/ EOPS/ SAC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Reyes, Gloria Student Services Spec./ Student Development/ SCC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Solorzano, Vanessa Instructional Assistant/ Math & Science/ SCC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Arlanzon Martinez, Shamir Custodian/ Admin. Services/ SCC	Effective: 07/01/19 – 06/30/20
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Substitute Assignments cont'd

Calzada, Juan Student Services Spec./ Student Services/ SAC	Effective: 08/05/19 – 08/30/19 09/02/19 – 09/30/19
Castaneda Reyes, Juan Custodian/ Admin. Services/ SCC	Effective: 07/01/19 – 06/30/20
Collins, Heather Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20
Cruz Silverio, Armando Custodian/ Admin. Services/ SCC	Effective: 07/01/19 – 06/30/20
Gallegos, Maria Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20
Garcia, Alan Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/24/19 – 06/30/20
Lokos, Carmina Sr. Payroll Spec./ Payroll/ District	Effective: 07/01/19 – 12/13/19
Lopez Gomez, Valentin Custodian/ Admin. Services/ SCC	Effective: 07/01/19 – 06/30/20
Mora, Guadalupe Custodian/ Admin. Services/ SCC	Effective: 07/01/19 – 06/30/20
Navaroo, Alfredo Lead Gardener/ Admin. Services/ SCC	Effective: 07/10/19 – 09/30/19
Nguyen, Christine Custodian/ Facility Planning/ District	Effective: 07/01/19 – 03/31/20
Ramirez Velasquez, Alejandro Program Spec./ DSPPS/ SCC	Effective: 07/01/19 – 11/27/19
Saldivar, Gerardo Custodian/ Facility Planning/ District	Effective: 07/01/19 – 02/28/20

MISCELLANEOUS POSITIONS cont'd

Nguyen, Kieudung Business Expert Professional II/ SBDC/ District	Effective: 07/01/19 – 12/31/19
Omita, Mark Sign Language Interpreter IV/ DSPS/ SAC	Effective: 07/01/19 – 06/30/20
Omita, Mark Sign Language Interpreter IV/ DSPS/ SCC	Effective: 07/01/19 – 06/30/20
Scuncio, Karen Business Expert Professional II/ SBDC/ District	Effective: 07/01/19 – 12/31/19
Turner, Tracey Model/ Fine & Performing Arts/ SAC	Effective: 08/26/19 – 06/30/20
Witham, Jennifer Model/ Fine & Performing Arts/ SAC	Effective: 08/26/19 – 06/30/20

Instructional Associates/Associate Assistants

Criminal Justice Espinosa, Joyce	Effective: 08/13/19
Nursing Alamares, Gamiel	Effective: 08/13/19
Cleary Martin, Tami	Effective: 08/13/19
Schultz, Megan	Effective: 08/13/19
Fire Technology Pitchford, Antoinette	Effective: 08/13/19
Occupational Therapy Medina, Elizabeth	Effective: 08/13/19

COMMUNITY SERVICE PRESENTERS

Stipends Effective May 11 – June 10, 2019

Famolaro, Felix	Amount: \$ 756.00
Neal, Phyllis	Amount: \$ 400.00
Williams, Ronald	Amount: \$ 602.35

Stipends Effective June 11 – June 30, 2019

Faligatter, Tarla	Amount: \$ 623.00
Figueroa, Miguel	Amount: \$ 958.80
Perez, Mary Alice	Amount: \$ 88.73

VOLUNTEERS

Jimenez, Eric Student Driver/ Kinesiology/ SAC	Effective: 08/13/19 – 06/30/20
Korzelius, Jessika Volunteer/ Kinesiology/ SAC	Effective: 08/13/19 – 06/30/20
Navarro, Celina Volunteer/ Counseling/ SAC	Effective: 08/19/19 – 06/30/20

Santa Ana College
Student Assistant New Hire List

Chang, Min J.	Effective:	08/26/19-06/30/20
Choun, Tyra J.	Effective:	07/23/19-06/30/20
Cortes, Arleen	Effective:	07/22/19-06/30/20
Cruz Alfaro, Blanca R.	Effective:	07/01/19-06/30/20
Dang, Thanh Thao	Effective:	07/02/19-06/30/20
Dominguez, Azucena	Effective:	07/17/19-06/30/20
Farrell, Sapphire D.	Effective:	08/26/19-06/30/20
Garcia, Len S.	Effective:	08/01/19-06/30/20
Gonzalez, Ingrid V.	Effective:	08/26/19-06/30/20
Gonzalez, Josue	Effective:	07/24/19-06/30/20
Gonzalez, Lizbeth M.	Effective:	08/19/19-06/30/20
Guzman, Anai	Effective:	08/26/19-06/30/20
Ho, Hong T.	Effective:	08/26/19-06/30/20
Lattimore, Kara M.	Effective:	08/26/19-06/30/20
Le, Anh N.	Effective:	08/26/19-06/30/20
Lemus, Jesenia	Effective:	07/23/19-06/30/20
Ly, Khanh Q.	Effective:	08/19/19-06/30/20
Ly, Thu Huong T.	Effective:	08/19/19-06/30/20
Lyle, Claire E.	Effective:	08/26/19-06/30/20
Martinez Huerta, Vanessa	Effective:	07/02/19-06/30/20
Mendoza, Samantha	Effective:	07/22/19-06/30/20
Munoz, Sonia D.	Effective:	08/26/19-06/30/20
Nguyen, Thuan D.	Effective:	08/19/19-06/30/20
Nguyen, William P.	Effective:	08/26/19-06/30/20
Ochoa Hernandez, Jesus M.	Effective:	08/26/19-06/30/20
Ortega-Salim, Mariah C.	Effective:	07/22/19-06/30/20
Pham, Vinh P.	Effective:	08/26/19-06/30/20
Rios Pineda, Jose J.	Effective:	08/12/19-06/30/20
Robles, Aryadna J.	Effective:	07/01/19-06/30/20
Robles, Esmeralda	Effective:	07/01/19-06/30/20
Rocha, Margia M.	Effective:	08/26/19-06/30/20
Rodriguez, Kimberly	Effective:	08/26/19-06/30/20
Sackett, Austin P.	Effective:	08/26/19-06/30/20
Salgado, Brandon	Effective:	08/26/19-06/30/20
Silva, David	Effective:	08/26/19-06/30/20
Tran, Ivy X.	Effective:	08/26/19-06/30/20
Vega, Robert L.	Effective:	07/02/19-06/30/20
Velazquez, Yulianna I.	Effective:	07/22/19-06/30/20
Vu, Nga T.	Effective:	08/26/19-06/30/20

Santiago Canyon College
Student Assistant New Hire List

Agama, Kelly	Effective: 07/15/2019 – 06/30/2020
Alvarez, Francisco	Effective: 07/11/2019 – 06/30/2020
Arguilez, Vanessa	Effective: 07/11/2019 – 06/30/2020
Carrasco, Octavio	Effective: 07/11/2019 – 06/30/2020
De Rosas, Christopher	Effective: 07/11/2019 – 06/30/2020
Diaz, Daniel	Effective: 07/11/2019 – 06/30/2020
Jaffery, Zainab	Effective: 07/11/2019 – 06/30/2020
Munoz, Maria	Effective: 07/11/2019 – 06/30/2020
Nguyen, Chelsea	Effective: 07/11/2019 – 06/30/2020
Pino, Kevin	Effective: 07/11/2019 – 06/30/2020
Santos, Brendan	Effective: 07/11/2019 – 06/30/2020
Calderon, Blanca	Effective: 07/18/2019 – 06/30/2020
Bolang, Virna	Effective: 07/18/2019 – 06/30/2020
Claro, Deborah	Effective: 07/01/2019 – 06/30/2020
Desai, Parthiv	Effective: 07/01/2019 – 06/30/2020
Flores, Jorge	Effective: 08/01/2019 – 06/30/2020
Gutierrez, Makayla	Effective: 08/01/2019 – 06/30/2020
Heng, Ryan	Effective: 07/01/2019 – 06/30/2020
Hodgson, Emily	Effective: 07/01/2019 – 06/30/2020
Le, Kimberly	Effective: 07/01/2019 – 06/30/2020
Lounsbury, Brooke	Effective: 08/01/2019 – 06/30/2020
Montoya, Melanie	Effective: 08/01/2019 – 06/30/2020
Nichols, Tyler	Effective: 07/01/2019 – 06/30/2020
Osumanu, Jibril	Effective: 07/01/2019 – 06/30/2020
Pham, Alexander	Effective: 08/01/2019 – 06/30/2020
Resendiz Carro, Margui	Effective: 07/01/2019 – 06/30/2020
Rivero, Joseph	Effective: 07/18/2019 – 06/30/2020
Silva, Joceline	Effective: 07/01/2019 – 06/30/2020
Subhani, Manaal	Effective: 07/01/2019 – 06/30/2020
Terry, Matthew	Effective: 07/01/2019 – 06/30/2020
Torres, Adriana	Effective: 08/01/2019 – 06/30/2020
Valenzuela, Edward	Effective: 07/01/2019 – 06/30/2020
Villarruel, Jose	Effective: 08/01/2019 – 06/30/2020
Zavala, Alec	Effective: 08/01/2019 – 06/30/2020

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES

BOARD MEMBERS (to be approved)

NATIONAL ASSOCIATION OF LATINO ELECTED
AND APPOINTED OFFICIALS (NALEO) NATIONAL
POLICY INSTITUTE ON HIGHER EDUCATION
GOVERNANCE

Chicago, Illinois – September 27-28, 2019

3 Board Members
(Claudia Alvarez)
(Nelida Mendoza)
(Zeke Hernandez)

Trustees Alvarez, Mendoza, and Hernandez applied for and received scholarships from NALEO which covers registration, travel and hotel expenses to attend the conference.

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES
LEADERSHIP CONGRESS

San Francisco, California – October 16-20, 2019

3 Board Members
(Zeke Hernandez)
(Larry Labrado)
(Phillip Yarbrough)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES
PUBLIC POLICY & ADVOCACY COMMITTEE
MEETING

San Francisco, California – October 15, 2019

1 Board Member
(Phillip Yarbrough)