

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, November 9, 2020
via Zoom and Limited In-Person Attendance
Santiago Canyon College
8045 E. Chapman Avenue, Gym
Orange, CA 92869

Pursuant to Governor Newsom’s Executive Order N-29-20, dated March 17, 2020, members of the Board of Trustees of the Rancho Santiago Community College District, staff, and the public will participate in the November 9, 2020, meeting via a teleconference and, as of this posting, allow limited in-person attendance. To avoid exposure to COVID-19, in-person attendance at this meeting will be limited to a 25% capacity. **Individuals planning to attend the meeting in-person are asked to RSVP** by emailing Madrigal_Maria@rsccd.edu by 12 noon on Monday, November 9, 2020. Please note that in-person attendance is limited due COVID-19 capacity restrictions. Attendance will not be allowed without a confirmed RSVP. Those attending the meeting in-person will have their temperature taken upon arrival, MUST wear a face covering, and maintain a physical distance of 6 feet from persons who are not members of the same household when inside the meeting. If you or anyone with whom you’ve been in contact with has experienced COVID-19 symptoms, please do not come to the meeting. All attendees must wear rubber soled shoes so as not to damage the wooden floors. This meeting will also be held via teleconference by calling **(669) 900-6833, 560964295# (please use *9 to raise your hand using your phone if you’d like to speak during public comments) or by using this link:** <https://cccconfer.zoom.us/j/560964295>.

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing Madrigal_Maria@rsccd.edu. Submissions by email must be received prior to 3 p.m. on November 9, 2020. Any written comments received after 3:00 p.m. on November 9, 2020, will be distributed to the governing board following the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF NOVEMBER 9, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Those attending the meeting in-person 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.** Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at her discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at Madrigal_Maria@rsccd.edu or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

Action

1.4 Public Comment

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing Madrigal_Maria@rsccd.edu. Submissions by email must be received prior to 3 p.m. on November 9, 2020. Any written comments received after 3:00 p.m. on November 9, 2020, will be distributed to the governing board following the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF NOVEMBER 9, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Those attending the meeting in-person 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.** Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at her discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes.

1.5 Approval of Minutes – Regular meeting of October 26, 2020

Action

1.6 Approval of Consent Calendar

Action

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

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

- 1.7 Recognition of Faculty by Board of Trustees
- 1.8 Recognition of Student Veterans by Board of Trustees
- 1.9 Recognition of Board President Claudia Alvarez

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 Report from Board President
- 2.8 Reports from Board Committee Chairpersons and Representatives of the Board
 - Board Facilities Committee

3.0 INSTRUCTION

- *3.1 Approval of Educational Affiliation Agreement with Huntington Beach Union High School District Action

The administration recommends approval of the educational affiliation agreement with Huntington Beach Union High School District as presented.
- *3.2 Approval of Rancho Santiago Community College District (RSCCD) Professional Action Services Agreement with 25th Hour Communications, Inc. for Santa Ana College (SAC) Business Division Action

The administration recommends approval of the RSCCD professional services agreement with 25th Hour Communications, Inc. for SAC Business Division as presented.
- *3.3 Approval of Educational Affiliation Agreement with Tustin Unified School District Action

The administration recommends approval of the educational affiliation agreement with Tustin Unified School District as presented.
- *3.4 Approval of Educational Affiliation Agreement with Big Fun Therapy and Recreational Services Action

The administration recommends approval of the educational affiliation agreement with Big Fun Therapy and Recreational Services as presented.

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

- *3.5 Approval of Rancho Santiago Community College District Professional Services Agreement with Interact Communications for Santa Ana College Business Division Action
The administration recommends approval of the RSCCD professional Services agreement with Interact Communications for SAC Business Division as presented.
- *3.6 Approval for Purchase of Switch Lab Vehicle from Switch Vehicles, Inc. Action
The administration recommends approval of the purchase of Switch Lab Vehicle from Switch Vehicles, Inc.as presented.
- *3.7 Approval of Proposed Revisions for the 2020–2021 Santa Ana College Catalog Addendum Action
The administration recommends approval of the proposed revisions for the 2020–2021 SAC Catalog addendum as presented.
- *3.8 Approval of Proposed Revisions for the 2021–2022 Santa Ana College Catalog Action
The administration recommends approval of the proposed revisions for the 2021–2022 SAC Catalog as presented.
- *3.9 Confirmation of Santa Ana College Associate Degrees and Certificates Awarded in Summer 2020 Action
The administration recommends approval of the confirmation of SAC associate degrees and certificates awarded in Summer 2020 as presented.
- *3.10 Confirmation of Santiago Canyon College (SCC) Associate Degrees and Certificates Awarded in Summer 2020 Action
The administration recommends approval of the confirmation of SCC associate degrees and certificates awarded in Summer 2020 as presented.
- *3.11 Approval of Amendment #2 to Lease with Affordable Housing Specialist Group Action
The administration recommends approval of the amendment #2 to lease with Affordable Housing Specialist Group as presented.
- *3.12 Approval of Community Services Program at Santiago Canyon College & Santa Ana College for Spring 2021 Action
The administration recommends approval of the Community Services Program at SCC & SAC for Spring 2021 as presented.

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

- *3.13 Approval of Professional Services Agreement between California Caregiver Academy and RSCCD on behalf of Santa Ana College & Santiago Canyon College Community Services Programs Action
The administration recommends approval of the professional services agreement between California Caregiver Academy and RSCCD on behalf of SAC & SCC Community Services Programs as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers from October 14, 2020 to October 27, 2020, as presented.
- *4.3 Approval of Contract Renewal with SchoolsFirst Federal Credit Union to Provide ATM Services throughout District Action
The administration recommends approval of contract renewal with SchoolsFirst Federal Credit Union to provide ATM services throughout the District as presented.
- *4.4 Approval of Amendment to Sponsorship Agreement with Bottling Group, LLC, a Delaware Limited Liability Company, and Its Affiliates and/or Their Respective Subsidiaries Collectively Comprising Pepsi Beverages Company Action
The administration recommends approval of the amendment to sponsorship agreement with Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company as presented.
- *4.5 Approval of Amendment to Agreement with MTGL, Inc. for Geotechnical Testing and Inspection Consulting Services for Johnson Student Center at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with MTGL, Inc. for geotechnical testing and inspection consulting services for the Johnson Student Center at SAC as presented.
- *4.6 Approval of Amendment to Agreement with Linik Corporation for Construction Management Services for Johnson Student Center at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Linik Corporation for construction management services for the Johnson Student Center at SAC as presented.

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

- *4.7 Approval of Amendment to Agreement with Alta Environmental – Hazardous Materials Construction Monitoring Services for Johnson Student Center (Building U) Demolition at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Alta Environmental for hazardous materials construction monitoring services for the Johnson Student Center (Building U) demolition at SAC as presented.
- *4.8 Approval of Amendment to Agreement with Architectural Testing, Inc. for Building Enclosure Commissioning Services for Science Center at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Architectural Testing, Inc. for building enclosure commissioning services for the Science Center at SAC as presented.
- *4.9 Approval of Amendment to Agreement with Architecture 9 PLLLP for Architectural and Engineering Design Services for Information Technology Services (ITS) Copper Wire Project at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Architecture 9 PLLLP for architectural and engineering design services for the ITS Copper Wire Project at SAC as presented.
- *4.10 Approval of Amendment to Agreement with Twining, Inc. for Materials Testing and Special Inspection Services for Science Center at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Twining, Inc. for materials testing and special inspection services for the Science Center at SAC as presented.
- *4.11 Ratification of Change Order #2 for McCarthy Building Companies, Inc. for Construction Lease-Leaseback Services at Johnson Student Center at Santa Ana College Action
The administration recommends approval of the ratification of change order #2 for McCarthy Building Companies, Inc. for construction lease-leaseback services at Johnson Student Center at SAC as presented.
- *4.12 Approval of Agreement with SVA Architects, Inc. for Architectural Design Services for Campus Entrance Improvements for Phase 2 Design Services at Santa Ana College Action
The administration recommends approval of the agreement with SVA Architects, Inc. for architectural design services for the campus entrance improvements for phase 2 design services at SAC as presented.

- *4.13 Award of Bid #1389 for Barrier Removal for East Broadmoor Trail Project at Santiago Canyon College Action
The administration recommends awarding Bid #1389 for the barrier removal of East Broadmoor Trail Project at SCC as presented.
- *4.14 Acceptance of Donation of Vehicle Action
The administration recommends acceptance of the donation of a vehicle from Chapman University to SCC as presented.
- *4.15 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period September 20, 2020 through October 17, 2020, as presented.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- | | | |
|---|----|------------|
| - Data Science Tools Fiscal Agent (District) | \$ | 10,500,000 |
| - Data Services Program Fiscal Agent (District) | \$ | 1,443,000 |
| - Los Angeles and Orange County Regional Consortia (District) | \$ | 370,000 |
| - Strong Workforce Program – Local Share (SAC & SCC) | \$ | 2,677,883 |
| - Strong Workforce Program – Regional Share (District) | \$ | 20,122,756 |
| - Student Support Services – Year 5 (SAC) | \$ | 348,002 |
| - Wells Fargo Technical Assistance Program (District) | \$ | 36,000 |
| - Workforce Innovation and Opportunity Act, Title II – Adult | \$ | 2,481,497 |
- *5.2 Approval of First Amendment to Lease with St. Peter Evangelical Lutheran Church Action
The administration recommends approval of the first amendment to the lease with St. Peter Evangelical Lutheran Church as presented.
- 5.3 Board of Trustees Express Interest in Board Officer Positions Information
The board president shall solicit expressions of interest from board members regarding service as president, vice president, and clerk for 2020-2021, as well as any committee assignments.
- 5.4 Review and Discussion of Self-Evaluation Responses from Community and Staff Information
The survey responses from community and staff are presented to the board for review and discussion
- 5.5 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Other Educational and Classified Administrators
 - (1) Chief, District Safety & Security
 - f. Professional Experts
 - g. Volunteers
 - h. Student Workers

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

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

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

Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources

 - a. Chancellor Goals

5. Public Employee Performance Evaluation [pursuant to Government Code section 54957(b)(1)]
 - a. Chancellor
 - b. Vice Chancellor of Human Resources
 - c. Vice Chancellor Educational Services

6. Conference with Labor Negotiators (pursuant to Government Code section 54957.6)

Agency Negotiator: Claudia Alvarez, Board President and Marvin Martinez, Chancellor
Unrepresented Employees: Chancellor
Vice Chancellor of Human Resources
Vice Chancellor Educational Services

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Appointment
- Approval of Change of Assignments
- Approval of Interim Assignment
- Approval of Leave of Absences
- Approval of Additional 2020/2021 Contract Extension Days
- Approval of Beyond Contract/Overload Stipends
- Approval of Part-time New Hires/Rehires
- Approval of Non-paid Intern Service

6.2 Classified Personnel

Action

- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Ratification of Resignation/Retirement
- Approval of Short-Term Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval for Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Volunteers
- Approval of Student Assistants

- 6.3 Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and Rancho Santiago Community District Continuing Education Faculty Association (CEFA) Action
The administration recommends the consideration of the proposed agreement between RSCCD and CEFA as presented.
- 6.4 Adoption of Resolution No. 20-21 for Conflict of Interest Code Action
The administration recommends adoption of Resolution No. 20-21 for Conflict of Interest Code as presented.
- 6.5 Oral Recommendation Regarding Proposed Changes to Salary and/or Fringe Benefits Pursuant to the Terms of his Employment Agreement (Marvin Martinez, Chancellor) Action
Discussion and possible approval of changes to salary and /or fringe benefits of Marvin Martinez, Chancellor.
- 6.6 Oral Recommendation Regarding Proposed Changes to Salary and/or Fringe Benefits Pursuant to the Terms of his Employment Agreement (Enrique Perez, Vice Chancellor Educational Services) Action
Discussion and possible approval of changes to salary and /or fringe benefits of Enrique Perez, Vice Chancellor.
- 6.7 Approval of Amendment to Rancho Santiago Community College District Agreement for Professional Services with AlvaradoSmith Action
The administration recommends approval of the amendment to the Rancho Santiago Community College District agreement for professional services with AlvaradoSmith as presented.
- 7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on December 14, 2020.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
via Zoom and Limited In-Person Attendance
Santa Ana College
1530 W. 17th Street, Large Gym (Room G-105)
Santa Ana, CA 92706

Monday, October 26, 2020

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The limited in-person and Zoom meeting was called to order at 4:40 p.m. by Ms. Claudia Alvarez. Those participating in-person included Ms. Alvarez, Mr. John Hanna, Mr. Phillip Yarbrough, and Mr. Mariano Cuellar; those participating via video/teleconference included Mr. Zeke Hernandez, and Mr. Larry Labrado via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Ms. Arianna Barrios joined the meeting via Zoom at the time noted.

Administrators present in-person included Ms. Tracie Green, Dr. Marilyn Flores, Mr. Marvin Martinez, Mr. Adam O'Connor, Mr. Enrique Perez, Mr. Jose Vargas, and Ms. Debra Gerard was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Mariano Cuellar, Student Trustee, Rancho Santiago Community College District.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to accept the agenda as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

1.4 Public Comment

Dr. Phillip Crabill spoke regarding the return to work plan for staff members.

Dr. Doug Manning spoke regarding Coach Cook for whom the gym in which the meeting is being conducted is named.

Ms. Barrios arrived during public comment.

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to suspend the rules and

consider Item 1.7 at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

1.7 Presentation of Check to Santa Ana College (SAC) Foundation from Congressman Correa

Congressman Lou Correa presented a check to Ms. Christina Romero on behalf of the SAC Foundation.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to approve the minutes of the regular meeting held October 12, 2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Mr. Hanna 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, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

3.1 Approval of Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with St. Joseph Heritage Healthcare/Hoag

The board approved the clinical training affiliation agreement (without school instructor on entity premises) with St. Joseph Heritage Healthcare/Hoag located in Anaheim, California as presented.

3.2 Approval of University of Texas at Arlington Educational Experience Affiliation Agreement Baccalaureate and Graduate Nursing with University of Texas Arlington

The board approved the University of Texas at Arlington educational experience affiliation agreement baccalaureate and graduate nursing with the University of Texas Arlington located in Arlington, Texas as presented.

3.3 Approval of Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with Santa Ana VIP Adult Day Health Care Center

The board approved the clinical training affiliation agreement (without school instructor on entity premises) with Santa Ana VIP Adult Day Health Care Center located in Santa Ana, California as presented.

3.4 Approval of Affiliation Agreement with College Hospital

The board approved the affiliation agreement with College Hospital located in Costa Mesa, California, as presented.

1.6 Approval of Consent Calendar (cont.)

3.5 Approval of Agreement for Vocational Use of Salvage Parts from Hyundai Motor America

The board approved the agreement for vocational use of salvage parts from Hyundai Motor America located in Fountain Valley, California, as presented.

3.6 Approval of Educational Partnership Agreement with Chamberlain University
The board approved the educational partnership agreement with Chamberlain University based in Chicago, Illinois as presented.

3.7 Approval of Affiliation Agreement with HumanGood SoCal dba Regents Point
The board approved the affiliation agreement with HumanGood SoCal dba Regents Point located in Irvine, California as presented.

3.8 Approval of the Rancho Santiago Community College District Professional Services Agreement with 25th Hour Communications, Inc. for Santa Ana College Distance Education Program
The board approved the Rancho Santiago Community College District professional services agreement with 25th Hour Communications, Inc. located in Paso Robles, California as presented.

3.9 Approval of the Rancho Santiago Community College District Professional Services Agreement with 25th Hour Communications, Inc. for Santa Ana College Nursing Program
The board approved the Rancho Santiago Community College District professional services agreement with 25th Hour Communications, Inc. located in Paso Robles, California as presented.

3.10 Approval of First Amendment to Walgreens Experiential Learning Program Agreement with WALGREEN CO.
The board approved the first amendment to Walgreens Experiential Learning Program agreement with WALGREEN Co. located in Deerfield, Illinois as presented.

3.11 Approval of Renewal Agreement with Medical Billing Technologies, Inc.
The board approved the agreement with Medical Billing Technologies, Inc. as presented.

4.1 Approval of Payment of Bills
The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers
The board approved the budget increases, decreases and transfers from October 13, 2020 to October 13, 2020.

1.6 Approval of Consent Calendar (cont.)

4.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended September 30, 2020

The board approved the CCFS-311Q for the period ended September 30, 2020, as presented.

4.6 Approval of Amendment to Agreement with Koury Engineering & Testing, Inc. for Geohazard and Geotechnical Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College (SAC)

The board approved the amendment to the agreement with Koury Engineering & Testing, Inc. for geohazard and geotechnical consulting services for the Russell Hall Replacement (Health Sciences Building) project at SAC as presented.

4.7 Approval of Agreement with Team Inspections for Project Inspector Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College

The board approved the agreement with Team Inspections for project inspector services for the Russell Hall replacement (Health Sciences Building) at SAC as presented.

4.8 Rejection of All Bids for Bid #1388 for Welding Concrete Masonry Unit Wall Extension Project at Santa Ana College

The board approved the rejection of all bids for Bid #1388 for welding concrete masonry unit wall extension project at SAC as presented.

4.9 Approval of Agreement with Cosco Fire Protection Inc. for Fire Protection System Testing, Inspection, Maintenance, and Monitoring Services District-wide

The board approved the agreement with Cosco Fire Protection, Inc. for fire protection system testing, inspection, maintenance, and monitoring services district-wide as presented.

4.10 Approval of Foundation for California Community Colleges (FCCC) Administrative Services Agreement No. 00002304 with Gold Star Technologies

The board approved the district's use of the Foundation for California Community Colleges administrative service agreement No. 00002304 with Gold Star Technologies, including renewals, future addendums, supplements, and extensions on an as needed basis as presented.

4.11 Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement No. 00003750 with Olympus America, Inc.

The board approved the district's use of the Foundation for California Community Colleges master services agreement No. 00003750 with Olympus America, Inc., including renewals future addendums, supplements, and extensions on an as needed basis as presented.

1.6 Approval of Consent Calendar (cont.)

4.12 Approval of Purchase Orders

The board approved the purchase order listing for the period August 16, 2020 through September 19, 2020 as presented.

5.1 Approval of Resource Development Items

The board approved the 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:

- Behavior Technician Certificate Program – Year 2 (SCC) \$ 125,000
- California Work Opportunity and Responsibility to Kids (CalWORKS)/Work Study/Temporary Assistance for Needy Families (TANF)(SAC) \$ 505,621
- Child Development Training Consortium (SCC) \$ 3,450
- Cooperative Agencies Resources in Education (CARE)(SAC) \$ 121,653
- Key Talent Administration & Sector Strategy Fiscal Agent (DO) \$16,000,000

5.2 Approval of First Amendment to Sub-Agreement between RSCCD and Education Strategic Planning for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant

The board approved the first 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.

5.3 Approval of First Amendment to Professional Services Agreement (Enrollment Management) with Cambridge West Partnership, LLC (CWP)

The board approved the first amendment to the professional services 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 Presentation of Check to Santa Ana College (SAC) Foundation from Congressman Correa

This item was considered after Item 1.4 (Public Comment).

1.8 Recognition of Faculty by Board of Trustees

The board recognized Mr. Matthew Beyersdorf, Professor, English, for being selected as the 2020 Santa Ana College Distinguished Faculty Member.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

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

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 and at the May 11, 2020, board meeting Ms. Alvarez asked that the written reports provided by the college presidents be attached to the minutes.

2.3 Report from Student Trustee

Mr. Cuellar provided a report to the board.

2.4 Reports from Student Presidents

Ms. Monica Renteria, Student President, Santa Ana College, provided a report to the board.

Mr. Henry Gardner, Student President, Santiago Canyon College, was not present due to the threat of the Silverado fire.

2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 Report from Board President

Ms. Alvarez provided a report to the board.

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the October 19, 2020, Board Facilities Committee meeting.

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, and 4.6 through 4.12 were approved as part of Item 1.6 (Consent Calendar).

4.4 Quarterly Investment Report as of September 30, 2020

The quarterly investment report as of September 30, 2020, was presented as information.

4.5 Adoption of Resolution No. 20-20 – Separate Bank and Investment Accounts

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to adopt Resolution No. 20-20, Separate Bank and Investment Accounts. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

5.0 GENERAL

Items 5.1, 5.2, and 5.3 were approved as part of Item 1.6 (Consent Calendar).

5.4 Approval of Appointments to Measure Q Citizens’ Bond Oversight Committee

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to approve new appointments as well as continue and reaffirm the membership of the Measure Q Citizens’ Bond Oversight Committee. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

5.5 Approval of Change of December 2020 Board Meeting Date

It was moved by Mr. Hernandez and seconded by Mr. Yarbrough to approve changing the December 2020 board meeting date from December 7, 2020, to December 14, 2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

5.6 Board Member Comments

Board members expressed their appreciation to Santa Ana College for hosting the board meeting.

Mr. Hernandez reported on a number of virtual events in which he participated, as well as many virtual undocumented student week events sponsored by Santa Ana College.

Ms. Barrios stated that she was going to miss being a trustee of the Rancho Santiago Community College District and asked that the meeting be adjourned in honor of the two firefighters who were critically injured fighting the Silverado fire that erupted earlier in the day.

Student Trustee Cuellar wished all a safe celebration this weekend.

Mr. Yarbrough suggested that a letter of thanks from the Board President on behalf of the board be sent to Northgate Market for their generosity. He also welcomed Ms. Maria Madrigal as the new Interim Executive Assistant to the Board of Trustees.

Mr. Hanna wished Trustees Alvarez and Barrios well in their races and spoke to the fact that three new trustees will be joining the board in December. He also asked that a story of the history of Santiago Canyon College be shared at the November 9, 2020, meeting. Mr. Hanna commended the chancellor and district staff for making a safe and secure return to campus for instruction a reality and indicated it was done in a thoughtful and inclusive process that will fulfill the mission of the Rancho Santiago Community College District to serve the community.

Ms. Alvarez expressed appreciation to her colleagues for their support of the effort to return to campus and the college presidents for their efforts to make it a reality.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:29 p.m. to consider the following items:

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

Mr. Cuellar left the meeting at this time.

RECONVENE

The board reconvened at 7:58 p.m.

Mr. Hernandez did not rejoin the public meeting at this time.

Closed Session Report

Ms. Barrios reported the board discussed public employment, anticipated/potential litigation, labor negotiations, and public employee discipline/dismissal/release; and took action to terminate a part-time classified employee with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Interim Assignments
- Approve Leave of Absences
- Approve Summer Stipends
- Approve Part-time New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Service

6.2 Classified Personnel

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

- Approve Reinstatement
- Approve Longevity Increments

- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Change in Position/Location
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Approve Additional Hours for Ongoing Assignment
- Approve Community Service Presenters and Stipends
- Approve Student Assistant Lists

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on November 9, 2020, at Santiago Canyon College, 8045 E. Chapman Avenue, Orange, CA 92869.

There being no further business, Ms. Alvarez declared the meeting adjourned at 8:02 p.m. in memory of the two firefighters who were critically injured fighting the Silverado fire that erupted earlier in the day.

Respectfully submitted,

Marvin Martinez, Chancellor

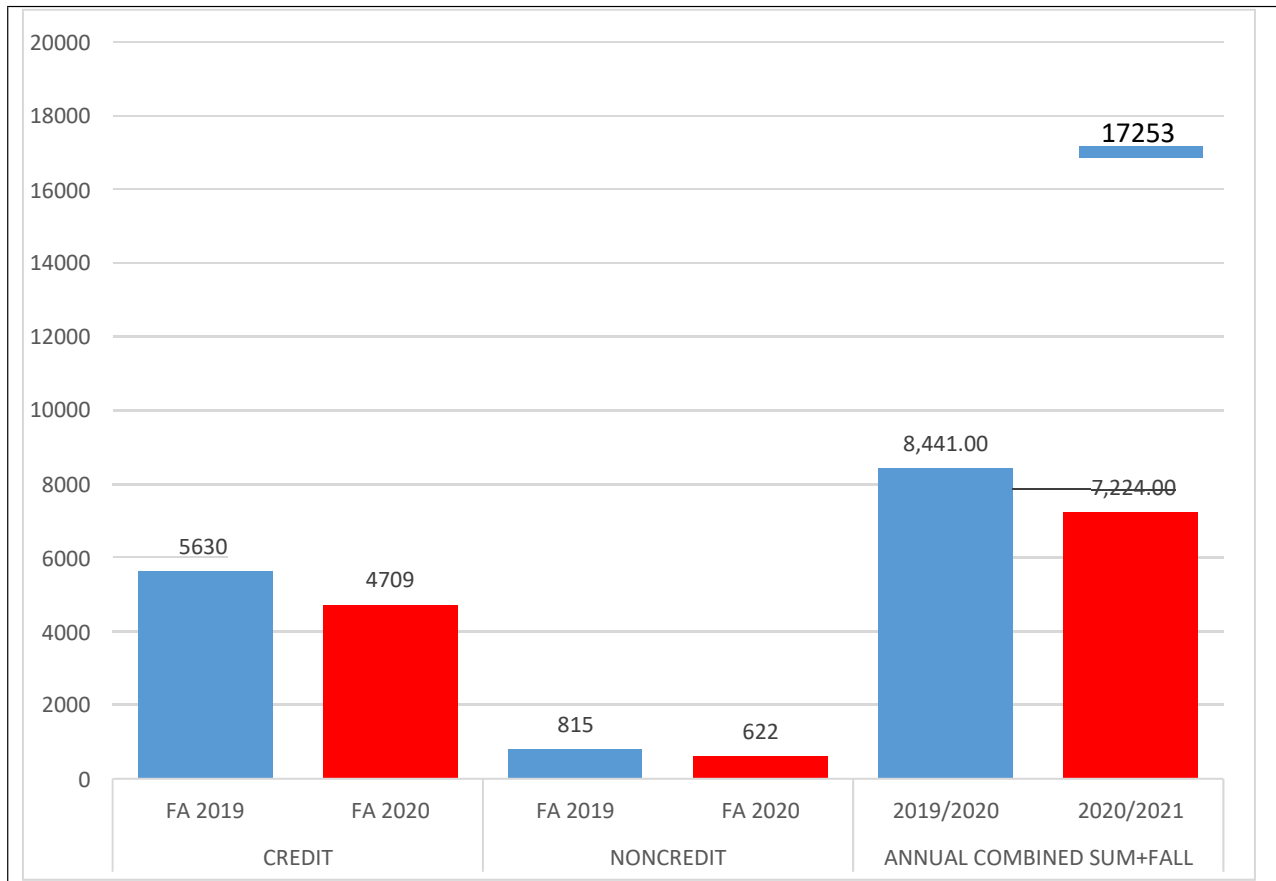
Approved: _____
Clerk of the Board

Minutes approved: November 9, 2020



SAC 2020/2021 Fall Enrollment Report

Date: 10/21/2020



FTES Target

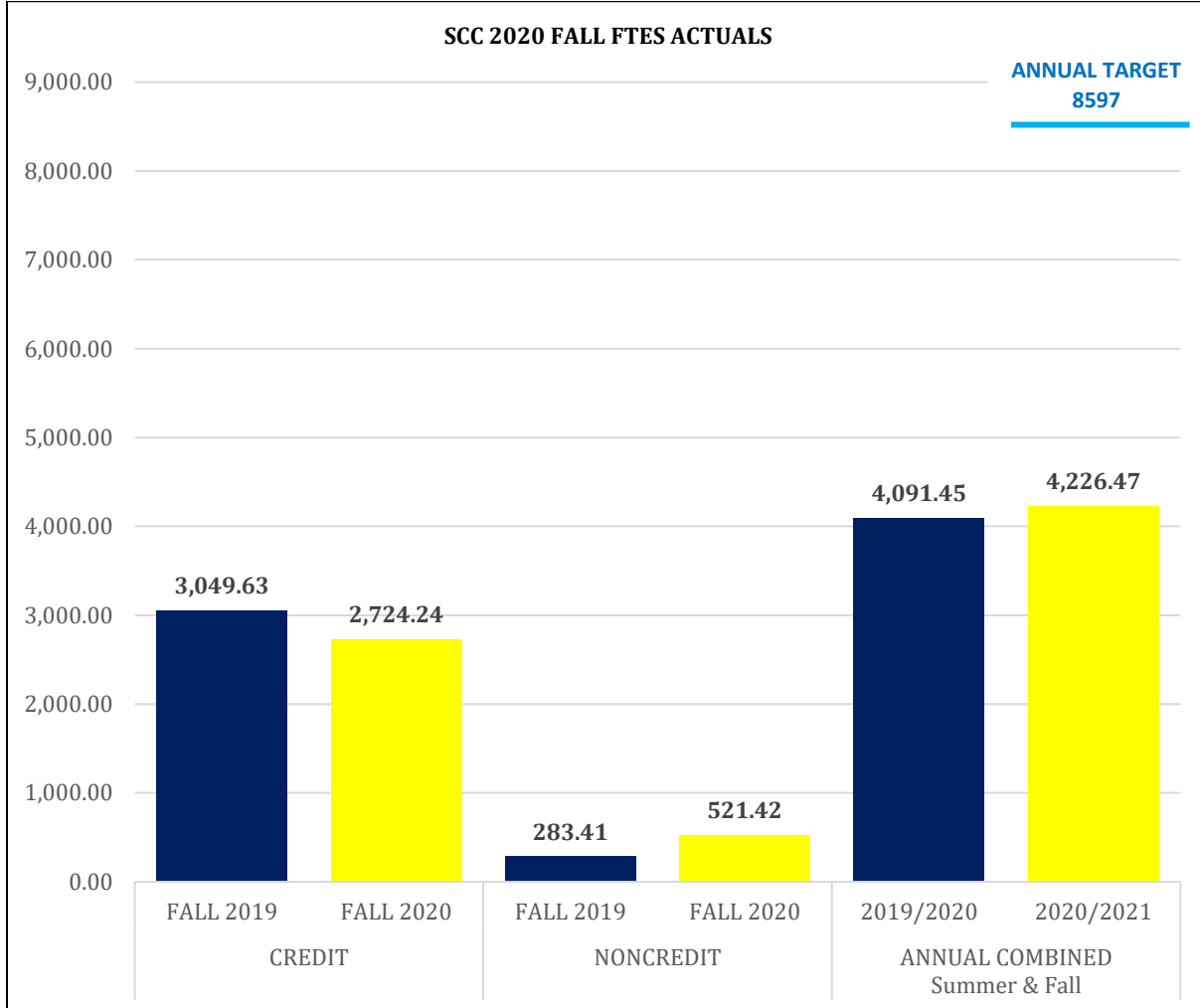
Terms	2020/2021	DIFF	PCT
Credit FA Target	6561.00		
Credit FA Projection	5700.00	-861.00	-15%
Noncredit FA Target	1293.00		
Noncredit FA Projection	1293.00	0.00	0%
Annual Target	18114.00		
Annual Projection	17253.00	-861.00	-5%

NOTES:

* This report represents a "moment in time" comparison between like terms.



SCC 2020/2021 ENROLLMENT REPORT
10/21/2020



FTES TARGETS

TERMS	2020/2021	DIFF	PCT
Credit Fall Target	3071		
Credit Fall Projection	2771	-300	-10%
Noncredit Fall Target	688		
Noncredit Fall Projection	688	0	0%
Annual Target	8597		
Annual Projection	8297	-300	-3%

NOTES:

Data from Executive Dashboard Report

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Enrollment
Credit

As of October 21, 2020, SAC Credit Enrollment is at 4709 FTES compared to last year at this time when we earned 5630 FTES, which represents a decline of 921 FTES.



In response to the current enrollment decline, Academic Divisions have:

- *Opened new late start ONL, HYB, and RL sections based on high demand subjects.*
- *Converted low enrolled RL classes to F2F 8-week courses.*
- *Converted remote live Athletics conditioning courses to F2F*
- *Added 6 new general education classes F2F to our 8-week course offerings of which two were cancelled due to low enrollment.*
- *Targeted our marketing efforts to specific student groups.*

As a result, the Online, Hybrid and Remote Instruction enrollments for the Gr8 Weeks are:

Type	Section Count	Section Capacity	Census Enroll	Average Fill	FTES
Online	141	5381	4602	86%	420.00
Hybrid	23	868	597	69%	52.73
Remote Instruction	30	1038	524	50%	37,7
Gr8 Weeks Total	194	7287	5723	79%	472.73

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Our face-to-face offerings for the Gr8 Weeks are:

Dept	Section Name	Title	Section No.	Enrolled	FTES	
General Education						
1ACCT	ACCT-101	Financial Accounting	95397	7	1.01	
1ASTR	ASTR-109	Intro to the Solar System	95005	5	0.51	
1MATH	MATH-140	College Algebra	95364	7	0.82	
1PSYC	PSYC-100	Intro to Psychology	95219	14	1.65	
1SPAN	SPAN-195A	Spanish Conversation	96011	0	0	
1KNHE	KNHE-104	Nutrition and Fitness	94288	3	0.21	
Athletics Conditioning						
1KNE	KNAC-290A	Volleyball	93644	10	1.05	
1KNIA	KNIA-128	Football	93278	38	2.61	
1KNIA	KNIA-128	Women's Soccer	86273	23	1.45	
1KNIA	KNIA-128	Men's Basketball	85494	20	2.15	
1KNIA	KNIA-128	Wrestling	86244	18	1.94	
1KNE	KNIA-232	Football	93276	70	7.25	
1KNE	KNIA-235	Baseball	86255	50	5.38	
1KNE	KNIA-235	Women's Basketball	88785	14	0.89	
1KNE	KNIA-235	Softball	88093	20	1.26	
1KNIA	KNIA-261	Women's Soccer	95576	18	1.23	
1KNE	KNIA-262	Men's Soccer	95579	19	1.99	
1KNIA	KNIA-281	Cross Country/ Track	86252	11	1.18	
				Total	349	32.58



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Noncredit

As of October 21, 2020, SAC-CEC was at 622 FTES and this is down 193 FTES compared to last year at a similar point in the term when SAC-CEC was at 815 FTES. SAC-CEC is on track to meet its target of 1,293 FTES which represents 80% of the SAC-CEC total FTES earned for Fall 2019. SAC-CEC has started additional F2F classes in Career Education and the High School Diploma Program. The English Learning Lab will be offering in-person classes at Centennial Education Center starting on Tuesday, October 27, 2020. These classes will provide support to ESL students with limited or no access to technology.

I've included pictures of the large classrooms being used for face-to-face instruction with seating blocked to ensure social distancing requirements, PPEs, and plexi glass in front of faculty work spaces. In addition, this past week and current week we continue to schedule staggered hours for employees who are gradually returning to work. To minimize the COVID impact and to ensure contact tracing is implemented, students are required to schedule an appointment for on-campus support services. The offices will be open twice per week, with limited staffing and office hours.

*Thus far, the SAC team has made attempts to reach **4,543** students via phone calls.*

The following student groups were called:

- Students who were enrolled at the end of first week (fall 2020) and now are not enrolled (no units).
- Students still enrolled but for fewer units than had during first week and not full time.
- Students who dropped courses, for many different reasons, at SAC.
- Early Decision High School students who applied, registered, yet didn't attend.

<i>Total students called</i>	<i>4,543</i>
<i>Student Spoken To & Info Recorded</i>	<i>2,934</i>
<i>Didn't speak to student but message left on voicemail</i>	<i>1,237</i>
<i>Wrong numbers, disconnected, no longer in service, unable to leave a message, or hung up on caller</i>	<i>372</i>
<i>Remaining calls in progress</i>	<i>3792</i>

Much appreciation to Outreach, Counseling, Veterans and Student Affairs for their assistance.

The majority of students were very grateful for the phone calls. I have included some general preliminary findings:

- Despite the situation with the pandemic students were doing fine
- Some students mentioned they were fine with returning to campus
- Students would return to campus as long as health guidelines are followed and it is safe
- Other students preferred online classes and do not prefer returning to in person classes
- Mixture of students that dropped some classes or all classes and didn't drop any classes this semester
- Half had COVID concerns to returning to campus, either because of health concerns or child care.
- They wanted to make sure that school was practicing social distance for courses face to face. They want to be safe. Make sure people follow rules. Concerns about being around lots of people. Want to be back because I learn better in person.

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- Online classes are difficult, but most are fearful to return to campus.
- Some dropped all classes in Fall due to conflicts with work (strongly prioritizing work due to COVID) and/or conflicts with child care
- Most students are currently registered and looking forward to coming back on campus for face-to-face.
- Some preferred online classes due to commute time, learning style, etc.
- ALL appreciated the concern and caring of the phone call!!

The intersession schedule is almost completed. We will be offering the majority of courses in online format. We are in the process of identifying instructors who are interested in teaching face-to-face or willing to pilot OWL cameras which will allow us to have students both in face-to-face classes and joined by students online. This camera allows for the instructor to move around in a class and for those online to view instruction. The same camera will be used today in closed session.

College Updates

I am thrilled to inform you that the 2019-2020 Santa Ana College el Don student newspaper and student website eldonnews.org each won the Associated Collegiate Press National Pacemaker Award. Winners were announced during the ACP/CMA Fall National College Media Convention awards ceremony, presented virtually on Oct. 22-24.

The ACP National Pacemaker Award, presented annually since 1921, is considered the Pulitzer Prize of collegiate journalism and is the most prestigious academic honor bestowed upon college media in North America. This marks the 27th and 28th National Pacemaker honors for SAC journalism students since 1991 — el Don was one of five community college newspapers honored with the National Newspaper Pacemaker.

Our student website eldonnews.org was one of three community colleges to win the National Online Pacemaker. Santa Ana College was the only California community college to earn both awards.

The ACP also recognized 2019-20 Social Media Editor Ashley Ramynke with third place honors in the Design of the Year Competition for Newspaper Front Page, and 2020-21 News Editor Carrie Graham earned Honorable Mention for National College Reporter of the Year.

In other national marks of distinction, *el Don* and *eldonnews.org* placed second in the College Media Association's Pinnacle Award for *Best College Media Organization*. Also, staff artist **Laura Diaz** earned second place for *Best Editorial Illustration*, and 2020-21 Sports Editor Dorian Zavala received second place for *Best Newspaper Sports Page/Spread*. 2019-20 *el Don* Editor in Chief Lesly Guzman merited third place for *Best Newspaper Nameplate*.

It is important to note that these awards are earned in direct competition with four-year colleges and universities.

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Congratulations to Santa Ana College's dedicated and talented student-reporters and editors on earning these top academic honors during these most difficult and challenging times. Also, many thanks to faculty member, Sarah Bennett and Bud Little, for their many contributions to our student's success.

In addition, the City of Santa Ana honored el Don students at their City Council meeting. The el Don students were pre-recorded receiving their recognition by Councilmember Phil Bacerra and featured during the Santa Ana Council's virtual meeting last week. I have provided the list of students and faculty who participated and included the link for the virtual meeting.

https://santaana.granicus.com/MediaPlayer.php?view_id=2&clip_id=3006

Attendees:

Professor Sarah Bennett
Lesly Guzman
Dorian Zavala
Julian Reynoso
Carrie Graham
Randy Graham
Laura Diaz
Laura Adan
Oliver Rivero

COVID-19 Testing – *Our partnership with the City of Santa Ana, MEDICA, RSCCD and SAC has resulted in over 2,600 free COVID-19 tests for our students, staff and community. As you know, we started with drive-through testing on the weekends and have extended this to include walk-up testing two days a week as well Wednesday and Thursday, 2:30pm – 6:30pm). Our Nursing faculty continue to collaborate by partnering and providing clinical hours for our nursing students. There are plans to continue this free testing into the month of November.*



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The History Department at SAC is offering a special panel discussion titled "Pandemic: Past, Present, & How to Cope" on October 27, 2020. It is a coordinated effort between the History department, the Psychology department and SAC Health and Wellness Center services. The event details are provided in the attached flyer.



pandemic_ past,
present, & how to cc

In late June of this year SAC Studio Arts Professor Darren Hostetter was asked by Jackie Garcia of the OC LGBTQ Center and executives from Behr Paint, if he would volunteer his design services and mural painting expertise to manage a project to paint a large scale All Black Lives Matter mural in Orange County. The project was originally conceived by the LGBTQ Center of OC to not only support the Black lives movement, but to bring awareness to the particular challenges that members of the LGBTQ and black trans community still face in our nation.

After months of planning and to keep volunteers safe with social distancing (PPE, design revisions, and venue changes), they started painting! The team worked over the weekend of September 24-27 at the Blue Lot Gallery (First and North Bush streets, Downtown Santa Ana), an outdoor event space that provided a wall to paint on. Unfortunately, due to COVID -19 they were limited to only former students who could participate. Last week the Orange County Register ran a small article on the project. The property manager Ruben Salazar, Jackie Garcia from the LGBTQ Center of OC and Prof. Hostetter were interviewed.

<https://www.ocregister.com/2020/10/13/message-of-support-for-the-black-lgbtq-community-sent-in-santa-ana-mural/>

This is only the first phase. They are awaiting permission to start a second phase to include portraits of the black transgender community that have lost their lives in the lettering of the mural. I've included pictures of the current work completed in my report.

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Pictured are: Ruben Salazar, a musician and Blue Lot property manager, from left, Darren Hostetter, an artist and muralist teacher, and Jackie Garcia, director of marketing for LGBTQ Center OC, worked together with volunteers to paint a message that “All Black Lives Matter.” The mural, on North Bush Street in Santa Ana, will be a continuing project. (Photo by Mindy Schauer, Orange County Register/SCNG)

SAC-CEC Outreach will be attending their first community event since the COVID-19 pandemic. On Thursday, October 29th from 4:30-6:30 p.m., the City of Garden Grove’s Buena Clinton Youth and Family Resource Center will be hosting a Day of the Dead event with a drive-thru community resource fair and drive-in movie. SAC-CEC Outreach will be there to promote School of Continuing Education programs and courses. The expected attendance is 100 people.

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Digital Dons

With the additional distribution that took place on Monday, October 19th, the Digital Dons program has reached a total of 675 laptops given out for the semester.

Student Life/Don's Corner

*Dons' Corner hosted another drive-thru food distribution for SAC students on Wednesday, October 21st. The event was extremely successful, serving **425** students. In collaboration with the Research Department, Student Life developed a Student Survey in order to gain further information and insights from the food distribution recipients.*

Results from a recent survey indicate:

- 40% of the recipients currently reside in a household of 5 or more family members
- 36% of the recipients experienced inadequate food supply at least 1-2 times per semester
- 51% have participated in prior Don's Corner food distribution services, while 49% mentioned this was their first time participating.
- 53% are very satisfied with the food distribution services.
- Information about the service (75%), ability to access service (77%) and the check-in process (74%) received the highest ranking from the recipients. While food quality (51%) and quantity (41%) ranked the lowest overall.

President's Outreach to Community

To end my report and to share my outreach and partnership with the community, since the last board meeting:

On October 12, 2020, the Santa Ana College President's Office extended cordial invitations to the Chapman Transfer Admission Guarantee (C-TAG) for Future Educators event. This year's event is planned virtually on Thursday, October 29, 2020 at 4:00pm. You will find the event details provided in the attached flyer for your convenience. You are welcomed to attend the event by providing your RSVP at www.bit.ly/ctag2020.



SAC C-TAG event
invite flyer (002).pdf

I participated in the Santa Ana Chamber of Commerce

Virtual Coffee Break on Thursday, October 8, 2020

which was aired on YouTube on October 22nd.

I have provided the link for you.

<https://www.youtube.com/watch?v=sx7HJD-Z1wM&t=27s>



SANTA ANA
COLLEGE

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On Wednesday, October 14, 2020 I attended the Northgate Market Heritage Month Juntos Award presentation at their Anaheim, California headquarters. The event included a \$2,000.00 check presentation to Congressman Lou Correa in recognition for the positive difference he is making in the Hispanic communities.



On Tuesday, October 20, 2020 Santa Ana College and Fresno City College colleagues met and discussed the work that Fresno City College has done with their Criminal Justice Taskforce. Their college president and Academic Senate president shared their approach to working with their police academy, local community and law enforcement agencies to begin to create curricular changes. Joining me were faculty and administrators from our Criminal Justice program, Dr. Jeff Lamb and Roy Shahbazian.

Next month I will begin a new virtual series "Cafecito with President, Dr. Flores." This series has been created to provide an opportunity for me to have an open dialogue with all SAC students, staff and faculty with no planned agenda. Following the "Cafecito" I will also be starting a book club for those who indicated interest during our fall conversation. The first book we will be reading is "How to Be an Antiracist" by Ibram X. Kendi.

In partnership with the City of Santa Ana, I will be participating in a COM-Link virtual meeting on Thursday, October 29, 2020 at 6:00 p.m. in support of the outreach efforts for the SAC Foundation. COM-Link is a lead organization that is comprised of 64 established neighborhood organizations in the City of Santa Ana.

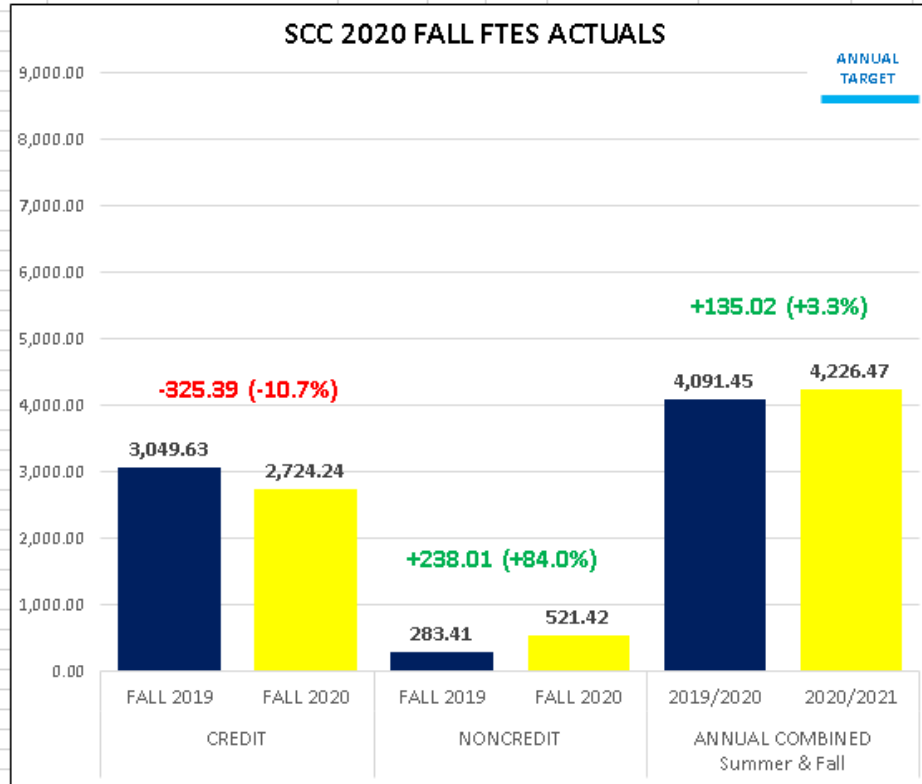
<https://www.santa-ana.org/neighborhood-initiatives/com-link>

That concludes my report.

**Santiago Canyon College President’s Report to the RSCCD Board of Trustees
October 26, 2020**

SCC 2020/2021 ENROLLMENT REPORT

10/21/2020



Fall 2020 Enrollment:

Noncredit: As of October 21, 2020 SCC-OEC was at **521 FTES** which is up 238 FTES compared to last year at a similar point in the term when SCC-OEC was at 283 FTES. The increase is attributed to a strong growth in OEC’s Distance Education program. SCC-OEC is projecting to meet its target for the Fall 2020 term of 688 FTES.

Credit: As of October 21, our credit program was at **2,724 FTES** which is 325 FTES below the same point in time last year when we were at 3,050 FTES. This represents a decrease of 10.7%.

Annual Enrollment:

Overall, as of October 21, our combined summer and fall is 135 FTES above the same point in time last year and represents a growth of 3.3%. The increase is due to fall census based classes in noncredit that last fall were held as positive attendance based classes. As such, the growth in positive attendance will lag that of last fall and will result in a decrease to overall gain as the semester progresses.

Late, 8-week, face-to-face fall classes:

The following is the status of face-to-face classes that began the week of October 19:

CREDIT	NONCREDIT
Astronomy 103 – 19 Students English 102 – 20 Students Math 219 – 13 Students Philosophy 111 – 9 Students Gemology 020 - Cancelled Earth Science 100 – Cancelled Music (121, 122, 123, 124, 126, 129) - Cancelled	English as a Second Language (CHAP) – 3 Students Business Skills Classes (CWPC) – 2 students Adult Basic Education (SCC U-Village) – 0 Students High School Diploma (SCC U-Village) – 21 Students (These are open-entry, open-exit classes. One additional week will be allowed for the enrollment to grow)

COLLEGE UPDATES

INMATE EDUCATION PROGRAM

In July 13, the Board approved a Memorandum of Understanding between SCC Continuing Education and the OC Probation Department to provide vocational and educational programs to youth. On October 20, the new adult education program successfully launched. Approximately 150 students enrolled into 9 class sections that include: Workforce Preparation; College Prep Composition; College Prep Algebra 1A; Food MGR Test Prep; Intro to MS Excel; Substance Abuse; and Attitudes for Success. Juvenile/Probation program deputies are expressing complements over the program course offerings. All classes are starting in a Remote Live format but will transition to face-to-face instruction as soon as instructors receive security clearances from the Department of Probation.

MEETING WITH CSEA

SCC President held an SCC Hawks Classified Staff meeting on Thursday, October 15, and then met with CSEA leadership on Friday, October 23. The primary topics that were discussed were the need to right-size SCC’s organizational structure and concerns related to returning to in person services. It is clear that administration needs to do a better job with increasing consistency in the information (work-site risk reducing guidelines, protocols, staffing levels, etc.) that is being disseminated by managers. To address the later issue, workgroups will be created to develop written site-based/office-based plans as a means to have general transparency and understanding between classified staff and management. The overall goal is to develop agreement that all possible COVID-19 risk reducing measures are being incorporated.

COVID-19 TESTING

SCC is working with the Orange County Health Care Agency and 360 Clinic to offer free onsite COVID testing each Wednesday beginning, November 4, from 8:00 a.m. to 12:00 noon. The event will be a drive thru testing site in parking Lot 1 and will be available to students, employees, and the community. The final details are being developed and an official announcement will be disseminated soon.

In the meantime, students and employees have been informed that they can take advantage of Orange County Health Care Agency's free COVID testing at the following two super sites:

OC Fair and Event Center

88 Fair Dr. Costa Mesa, CA 92626

Days and Times: Fridays, 7am to 3pm

Anaheim Convention Center

800 W. Katella Ave, Anaheim, CA 92802

Days and Times: Tuesdays through Fridays, 12pm – 7pm, and Saturdays, 8am to 3pm

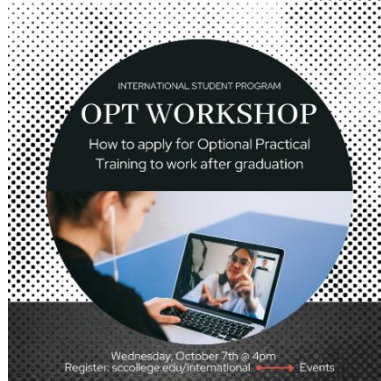
Registration for either of these sites is at www.360clinic.md under "Super Sites."

HIGH SCHOOL AND COMMUNITY OUTREACH

Santiago Canyon College High School and Community Outreach Department created a video tour about campus resources available at Santiago Canyon College. The video tour provides an overview of some of the resources and services available to students that include the Disabled Students Programs and Services Office, Transfer Success Center, Counseling Department, Career Services, STAR Center, Hawk Bookstore, UMOJA program, Athletics, First Year Support Center, Student Health and Wellness Center, Veterans Office, Hawk's Nest Food Pantry, Office of Student Life and Leadership, Honors Program, and the Lorenzo A. Ramirez Library. To view the video, [click here](#).

INTERNATIONAL STUDENTS

- On October 7, the International Student Program held a workshop on Optional Practical Training (OPT), an employment benefit for F-1 students who are looking to work up to full-time after graduation! The three attendees, currently in their last semester, gained insights on the benefits of participating in OPT and how to apply. It is a great way for international students to gain firsthand experience of working in their field of study.



- □ On October 8th, the SCC International Student Program Office participated in the following two virtual fairs to recruit students:
 - □ #1 – Virtual Fair to recruit students from Romania and Lithuania. SCC staff was able to speak with potential students via chat and video call.
 - □ #2 – Virtual Fair to recruit students from Mexico, Central & South America. This event was attended by thousands of potential students. SCC’s booth was managed by SCC International Student Office staff, SCC Outreach staff, and an international student from Brazil.

VETERANS SERVICE OFFICE

On October 7, 2020, committee members of the Assistance League of Orange (ALO) awarded 5 veteran students new HP laptops! Student veterans Andrea Aguilar, Katlyne Bojorquez, Cory Garcia, Albert Martinez and Eric Mejiawith were selected after undergoing an application process that began earlier in the semester as part of ALO’s *Soaring with Valor* series to support local veterans. The awardees were amazed at ALO’s generosity and support. A big THANK YOU to Assistance League of Orange for their continued support!

SCC EQUITY STATEMENT

On October 13, 2020, College Council approved the following college-wide statement:

SCC Equity Statement

Santiago Canyon College is proud to provide a safe and inclusive environment that promotes and establishes respect and dignity, identifies and eliminates barriers to learning, and creates and encourages equitable outcomes for all students. It is a college community enriched and strengthened by individuals with differing ideas, values, beliefs, experiences, and identities.

The statement is truly reflective of the incredible student-centered institution of higher learning that is SCC. The Statement affirms SCC’s commitment to eliminate barriers that impede student

progress so that all students can achieve equitable outcomes and supports all SCC community members regardless of their identity or background.

The Statement will begin to appear on all official college publications (catalog, class schedules, website, handbooks, etc.). As we move forward, faculty and staff are encouraged to promote and publish the statement as a means to communicate that every member of the SCC community is important and valued.

Special thanks to Professor Corinna Evett and Director of Student Equity & Success Joseph Alonzo for their assistance with drafting the statement.

SPRING INTERSESSION

In an effort to increase face-to-face course offerings for the spring intersession, SCC is assessing the use of "Owl Cameras." The feedback of this equipment is promising in that it will facilitate offering classes where a percentage of the class attends in person while the remainder participates in a remote live format.

UPCOMING EVENTS

- **Voting Center:** SCC's Gymnasium will serve as a Voting Center on:
 - Friday, October 30 through Monday, November 2 from 8:00 am to 8:00 pm
 - Tuesday, November 3 from 7:00 am to 10:00 pm

- **Next Blood Drive:** Friday, November 20, from 10:00 am to 4:00 pm, SCC Gymnasium. The event will be able to accommodate 65 donors per day, by appointment, and will include a free COVID-19 Anti-body test

- **Food Distribution through SCC Hawk's Nest Food Pantry:** Every Thursday from 10:00 am to 2 pm at SCC Parking Lot 2.

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Educational Affiliation Agreement with Huntington Beach Union High 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 new Educational Affiliation Agreement with Huntington Beach Union High School District (“Agreement”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Huntington Beach Union High School District, located in Huntington Beach, California, as presented.

Fiscal Impact:	None	Board Date: November 9, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Huntington Beach Union High School District (“Clinical Facility”), located at 5832 Bolsa Avenue, Huntington Beach, CA 92649.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

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

B. For Program Planning

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

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

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

C. For Occupational Therapy Assistant Program Students

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

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

A. For the Program in General

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

curricula.

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. Insurance:

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

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

C. Indemnification

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

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

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

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

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

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

PART VII **OTHER TERMS**

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

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

- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.

- D. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days after mailing.

To Clinical Facility:

Huntington Beach Union High School District
Attn: Jimmy Templin
Executive Director
West Orange County Consortium for Special Education 5832
Bolsa Avenue
Huntington Beach, CA 92649

To District:

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

With a copy to:

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

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

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

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

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

Clinical Facility:
Huntington Beach Union High School District

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

Jimmy Templin
Executive Director, WOCCE

Date

Date

SAC - 20-075

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with 25 th Hour Communications, Inc. for Santa Ana College Business Division	
Action:	Request for Approval	

BACKGROUND

Santa Ana College (SAC) is creating a new Banking Skills for the 21st Century Certificate. Many of the SAC students that currently take Banking courses are from traditionally underrepresented student groups including female, Hispanic and Asian students. This series of courses will provide opportunities for more of these students to access the Banking employment market. SAC is ready to advertise this new certificate to potential populations outside of our regular social media followers.

ANALYSIS

25th Hour Communications, Inc. is a comprehensive marketing and communication agency with expertise in higher education and, in particular, in California Community Colleges. This Professional Services Agreement will provide Media Buy Services from Facebook, Instagram and Google for a term from December 1, 2020 – December 25, 2020. The total cost shall not exceed \$4,650 and is being funded by local Strong Workforce Program allocations.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with 25th Hour Communications, Inc., located in Paso Robles, California, as presented.

Fiscal Impact:	\$4,650	Board Date: November 9, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Madeline A. Grant, MBA, CGBP, Dean, Business	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santa Ana College Business Division Accounting Department and 25th Hour Communications, Inc., having its principal business address located at 4756 Mallard Ct., Paso Robles, CA 93446 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 December 1, 2020, whichever is later, and shall continue in full force and effect thereafter until and including December 25, 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 Four thousand - Six hundred - Fifty Dollars (\$4,650) ("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: Adam M. O'Connor, Interim Vice Chancellor
Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, CA 92706

With a copy to: (District Department Responsible for Contract)
Santa Ana College/Business Division
Madeline Grant, Dean of Business
1530 W. 17th Street
Santa Ana, CA 92706

Contractor: 25th Hour Communications
4756 Mallard Ct.
Paso Robles, CA 93446

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes;

(c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District, on behalf of Santa Ana
College Business Division Accounting Department

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __ Trish Lamantia

Print Title: __ Chief Executive Officer

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.

Project Scope:

Digital Advertising listed below for Santa Ana College for the Business Division Banking Program with the goal of increasing awareness, enrollments and completion of the classes and program.

All work will be conducted at 25th Hour facilities and will not utilize Santa Ana College resources.

Digital Media Buy Services

- Facebook/Instagram
- Google
 - English
 - Spanish
 - Vietnamese

Project Management

Period of performance:

December 1, 2020 - December 25, 2020

Total not to exceed: \$4,650

Payment Schedule:

Fees will be invoiced upon completion of all work with payment due Net 30 on invoice.



PROPOSAL FOR
SANTA ANA
COLLEGE

MARKETING SERVICES
twenty fifth hour communications

Date: September 18, 2020

Proposed Services

Thank you for the opportunity to submit this proposal to provide digital media services for Santa Ana College. We propose to undertake and complete the digital advertising listed below for Santa Ana College for a 13% placement fee. This includes implementation, placement, and monitoring. Below is the media plan based on the provided budget and your previous conversations.

Media Buy Services December 1 - December 25, 2020	Fee
Digital Media Buy Services <ul style="list-style-type: none"> • Facebook/Instagram \$2,827.50 • Google \$1,218 <ul style="list-style-type: none"> - English \$406 - Spanish \$406 - Vietnamese \$406 	\$4,045.50
Management Fee <ul style="list-style-type: none"> • 13% of media spend 	\$604.50
Total	\$4,650

25th Hour Communications, Inc. will invoice in full upon project completion. If this proposal meets with your approval, please sign below.

Thank you for the opportunity to submit this proposal. We are excited and honored to provide digital advertising services for Santa Ana College.

 Trish Lamantia Date
 25th Hour Communications, Inc.

 Adam M. O'Connor, Interim Vice Chancellor Date
 Business Operations/Fiscal Services
 Rancho Santiago Community College District,
 on behalf of Santa Ana College Business Division Accounting Department



When time isn't on your side, we are.

25comm.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450		CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C No. Ext): 888-289-2939 FAX (A/C, No): E-MAIL ADDRESS: certs@apintego.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Fire & Its P&C Affiliates	
		NAIC #	
		00914	
INSURED 25th Hour Communications, Inc. 34 Glen Road Westwood MA 02090		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	76WEGAB7130	09/21/2019	09/21/2020	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Santa Ana College 1530 West 17th Street Santa Ana CA 92706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

25THH-1 OP ID: BESP

DATE (MM/DD/YYYY)
09/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER New England Commercial Insurance Agency 1359 Centre Street Newton Centre, MA 02459	CONTACT NAME: Becca Springer PHONE (A/C, No, Ext): 800-334-3233 E-MAIL ADDRESS: becca@anchorinsurancegroup.net	FAX (A/C, No): 617-964-7115	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 25th Hour Communications 34 Glen Road Westwood, MA 02090	INSURER A : HISCOX		17000
	INSURER B : Arbella		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MPL1639330	10/22/2019	10/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Cyber Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MPL1639330	10/22/2019	10/22/2020	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Cyber \$ 250,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1020013199	10/22/2019	10/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ INCL
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			MPL1639330	10/22/2019	10/22/2020	Per Occur 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Santa Ana College 1530 West 17th Street Santa Ana, CA 92706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Rebecca Springer</i>
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Human Services and Technology Division**

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Educational Affiliation Agreement with Tustin Unified 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 new Educational Affiliation Agreement with Tustin Unified School District (“Agreement”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Educational Affiliation Agreement with Tustin Unified School District, located in Tustin, California, as presented.

Fiscal Impact:	None	Board Date: November 9, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Tustin Unified School District (“Clinical Facility”), located at 300 South C Street, Tustin, CA 92780.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

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

B. For Program Planning

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

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

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

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

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

curricula.

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

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

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

C. Indemnification

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

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

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

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

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

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

PART VII **OTHER TERMS**

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

extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

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

To Clinical Facility:

Tustin Unified School District
Attn: Anthony Soria, Chief Financial Officer
300 South C Street
Tustin, CA 92780

To District:

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

With a copy to:

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

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

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

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

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

Clinical Facility:
Tustin Unified School District

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

Anthony Soria
Chief Financial Officer

_____ Date

_____ Date

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Educational Affiliation Agreement with Big Fun Therapy and Recreational Services	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This Educational Affiliation Agreement with Big Fun Therapy and Recreational Services (“Agreement”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Agreement is with an existing established partner, which shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Big Fun Therapy and Recreational Services, located in Culver City, California, as presented.

Fiscal Impact:	None	Board Date: November 9, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Big Fun Therapy and Recreational Services (“Clinical Facility”), located at 3624 Wesley Street, Culver City, CA 90232.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

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

B. For Program Planning

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

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

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

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

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

patient care and patient service facilities for clinical education according to approved curricula.

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

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

dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

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

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

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

C. Indemnification

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

Clinic Facility shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are

caused by or result from the negligent or intentional acts or omissions of Clinical Facility, its officers, agents, or employees.

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

PART VII OTHER TERMS

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion,

sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

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

To Clinical Facility:

Big Fun Therapy and Recreational Services
Attn: Gene Hurwin, Executive Director
3624 Wesley Street
Culver City, CA 90232

To District:

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

With a copy to:

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

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

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

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

District:
Rancho Santiago Community College
District

Clinical Facility:
Big Fun Therapy and Recreational Services

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

Gene Hurwin
Executive Director

Date

Date

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

To: Board of Trustees	Date: November 9, 2020
Re: Approval of Rancho Santiago Community College District Professional Services Agreement with Interact Communications for Santa Ana College Business Division	
Action: Request for Approval	

BACKGROUND

Santa Ana College is creating a new cross-discipline Drones Certificate Program (“Program”) as part of a regional Strong Workforce funds. The Program includes courses from Business Applications & Technology, Criminal Justice Academy, Digital Media and Manufacturing. This Program will provide students with the opportunity to learn the latest technology related to drones and to explore career and entrepreneurial opportunities using drones. Advertising is being created to promote enrollments and raise awareness of the Program.

ANALYSIS

Interact Communications is a marketing and communication agency with expertise in higher education and, in particular, California Community Colleges. This Agreement will provide Media Buy Services from Facebook, Instagram and Google for a term from December 1, 2020 – December 31, 2020. The total cost shall not exceed \$5,880 and is being funded from regional Strong Workforce Program allocations.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Interact Communications, located in La Crosse, Wisconsin, as presented.

Fiscal Impact: \$5,880	Board Date: November 9, 2020
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Madeline A. Grant, MBA, CGBP, Dean, Business	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College Business Applications and Interact Communications, having its principal business address located at 502 Main St. 3rd Floor, La Crosse, WI 54601 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on December 1, 2020, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 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 Five Thousand - Eight Hundred - Eighty Dollars (\$5,880.00,) (“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: Adam M. O'Connor, Interim Vice Chancellor
Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Santa Ana College/Business Division
Madeline Grant, Dean of Business
1530 W. 17th St.
Santa Ana, CA, 92706

Contractor: Hilda Martinez
502 Main St. 3rd Floor
La Crosse, WI, 54601

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes;

(c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

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

IN WITNESS WHEREOF, Parties hereby agree.

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

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __ Hilda Martinez

Print Title: __ Director of Communications

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.

Project Scope:

- Interact Communications will assist Santa Ana College with media buying services to boost student enrollment in its drone courses and programs for the spring 2021 term.
- The exact dates of the campaign will be determined by Santa Ana College. These dates are December 1, 2020, through December 31, 2020.
- Interact Communications uses a certified media buyer to place the marketing campaign and employs the most effective media vehicles in the marketplace to reach the desired target audiences in the most cost-effective manner. Interact will provide ongoing return on investment (ROI) information that specifically demonstrates the effectiveness of every facet of the ad strategy.
- Santa Ana College will develop all creative assets (static ads) for placement. Interact will promote the Drones programs with the following social media platforms:
 - o Facebook
 - o Instagram
 - o Snapchat

Period Performance:

- December 1, 2020 through December 31, 2020.

Physical Location:

- All work will be completed outside by Interact Communications and through social media platforms. No access to SAC or District sites needed.

Supplies and Equipment:

- Santa Ana College will develop all creative assets (static ads) for placement. Permission for Interact to use Santa Ana College Logos and ads in their marketing efforts stated in the PSA.

Payment Rate:

- Once the P.O. is issued we need to provide payment for the Media Placement Fee of \$780.00 to help Interact pay for upfront costs to begin advertising the programs on December 1, 2020. The remaining balance is net 30 days from the date the advertising services are complete.
- Facebook/Instagram, \$2,000
- Snapchat, \$1,500
- Display, \$1,600
- Media Placement Fee, \$780

Total not to exceed \$5,880.00

Project scope:

- Interact Communications will assist Santa Ana College with media buying services to boost student enrollment in its drone courses and programs for the spring 2021 term.
- The exact dates of the campaign will be determined by Santa Ana College. These dates are December 1, 2020, through December 31, 2020.
- Interact Communications uses a certified media buyer to place the marketing campaign and employs the most effective media vehicles in the marketplace to reach the desired target audiences in the most cost-effective manner. Interact will provide ongoing return on investment (ROI) information that specifically demonstrates the effectiveness of every facet of the ad strategy.
- Santa Ana College will develop all creative assets (static ads) for placement. Interact will promote the Drones programs with the following social media platforms:
 - Facebook
 - Instagram
 - Snapchat
 - Facebook, Instagram and Snapchat are the largest social media platforms to target students. Facebook is primarily used to target older students while Instagram and Snapchat are used to target students 18-24. These networks offer the deepest demographic targeting, the best creative engagement, and the highest volume of campaign traffic.

Period Performance:

- December 1, 2020 through December 31, 2020.

Physical Location:

- All work will be completed outside by Interact Communications and through social media platforms. No access to SAC or District sites needed.

Supplies and Equipment:

- Santa Ana College will develop all creative assets (static ads) for placement. Permission for Interact to use Santa Ana College Logos and ads in their marketing efforts stated in the PSA.

Payment Rate:

- Once the P.O. is issued we need to provide payment for the Media Placement Fee of \$780.00 to help Interact pay for upfront costs to begin advertising the programs on December 1, 2020. The remaining balance is net 30 days from the date the advertising services are complete.

1. Traditional & Digital Media	Cost Per Month	Months	Total Cost
Facebook/Instagram	\$2,000	1	\$2,000
Snapchat	\$1,500	1	\$1,500
Display	\$1,600	1	\$1,600
Media placement fee			\$780
Media Total			\$5,880

Total not to exceed: \$5,880.00

- \$780.00 by December 1, 2020.
- \$5,100.00 remaining balance: Net 30 days from the date advertising services are complete.

interact

MEDIA BUYING SERVICES

Santa Ana College

Prepared by
Hilda Martinez, Director of Communications

October 14, 2020

Media Buying Services

Interact Communications will assist Santa Ana College with media buying services to boost student enrollment in its drone courses and programs for the spring term. The campaign will run **December 1 to December 31, 2020** per Santa Ana College's timeline. All ad traffic will be sent to: <https://www.sac.edu/AcademicProgs/Drones/Pages/default.aspx>

Interact Communications uses a certified media buyer to place the marketing campaign and employs the most effective media vehicles in the marketplace to reach the desired target audiences in the most cost-effective manner.

Interact will provide ongoing return on investment (ROI) information that specifically demonstrates the effectiveness of every facet of the ad strategy. The ROI data will be provided in an easy-to-understand, easy-to-access manner and include comparisons to industry standards/expectations in each media.

Santa Ana College will develop all creative assets (static ads) for placement.

1. Proposed Media

Facebook, Instagram Snapchat and Digital Display Remarketing

Interact Communications recommends Santa Ana College run social media static advertisements on multiple platforms, including **Facebook, Instagram, Snapchat, and Display Ads** on the Google network of affiliated sites. We can target by demographics, location, behavior, and personal email addresses (if available) that are linked to accounts. In addition, users who interact with your advertisements by clicking through to your website will be **retargeted** by digital ads that will follow them around the internet for up to 30 days following initial engagement.

Facebook, Instagram and Snapchat are the largest social media platforms to target students. Facebook is primarily used to target older students while Instagram and Snapchat are used to target students 18-24. These networks offer the deepest demographic targeting, the best creative engagement, and the highest volume of campaign traffic.

For Facebook marketing, Interact recommends the following tactics:

- Website remarketing
- Target the following audiences: high school students, career workforce, in-market education for higher learning, some college and college education

Static ad design recommendations for 1 Facebook ad and 1 Instagram ad

- Facebook Newsfeed – 1200 x 628 px
- Instagram Newsfeed – 1080 x 1080 px
- Images that consist of more than 20% text may experience reduced delivery.
 - Test text on image - https://www.facebook.com/ads/tools/text_overlay

- Static Ad Copy
 - Text: 125 characters
 - Headline: 25 characters
 - Link Description: 30 characters

Snapchat is another top choice for the high school student segment and offers great cost-per-visit numbers when compared to other networks.

We recommend the following tactics:

- Target the following audiences: high school grads/some college, higher education, aviation and drones specific interest

1 Snapchat static ad

Design recommendations:

- 1080 x 1920px
- 9:16 aspect ratio
- Can be still image, slide show or video

Digital Display Advertising

Tactics:

- Website remarketing

File size: Max file size is 40kb, except HTML5, for which the max is 150kb

File types: JPG (Static), GIF (Static or Animated), PNG (Static), HTML5, SWF (*Not Recommended*)

Top ad sizes (*In order of available inventory*):

Standard Browser: 728x90, 300x250, 160x600

Mobile: 320x50, 300x50

Basic Recommendation: Submit at least the Standard and Mobile ads (300x250 Desktop & Mobile, 728x90 & 160x600 Desktop, 320x50 Mobile, 300x50 Mobile)

Our media planning, placement, and monitoring fees are 15% of the total media spend. Interact will provide an invoice for the media spend to Santa Ana College 30 days prior to the start of the media buy so that we can purchase your digital media.

1. Traditional & Digital Media	Cost Per Month	Months	Total Cost
Facebook/Instagram	\$2,000	1	\$2,000
Snapchat	\$1,500	1	\$1,500
Display	\$1,600	1	\$1,600
Media placement fee			\$780
Media Total			\$5,880

Timing

Collateral must be completed by Santa Ana College one week in advance of the placement date.

Payment Terms

Payment terms are net 30 days. Any other services that Santa Ana College requires outside of the stated parameters of this contract will be furnished at our best client pricing. Any changes to the contract will be noted and will require signed authorization in the form of a change order.

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

Agreed to on behalf of:
 Rancho Santiago Community College District,
 on behalf of Santa Ana College Business
 Applications

Agreed to on behalf of:

Hilda Martinez

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

Name/Title

Hilda Martinez, Director of Communications

Signature



Date

October 14, 2020

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval for Purchase of Switch Lab Vehicle from Switch Vehicles, Inc.	
Action:	Request for Approval	

BACKGROUND

The Automotive Technology Program at Santa Ana College seeks to enhance existing automotive training in high voltage electric vehicle systems. The new Electric Vehicle Technician Certificate was implemented in August 2020. Within this certificate is the AUTO-260, Introduction to Electric Vehicles course. In June 2019, the Rancho Santiago Community College District Board of Trustees approved the purchase of two Switch Lab purpose built electric vehicles with Perkins IV Federal Grant Funds for lab instruction pertaining to this certificate and course. The program now seeks to purchase an additional vehicle to increase student accessibility and improve student learning outcomes. Automotive Technology faculty member David Roper was awarded a grant from the California Energy Commission in January 2020. These grant funds will be used to purchase this additional vehicle. Switch Vehicles, Inc. is the only company that manufactures these vehicles. The vehicles are custom built for educational purposes and include instructional content.

ANALYSIS

This vehicle can be utilized for lab instruction in AUTO-260 and additional hybrid or electrical related courses. Students will gain hands-on experience in this growing sector of the automotive industry. Furthermore, with an additional vehicle, students will work in smaller groups and gain more hands-on lab experience. The total cost of the grant funded new vehicle and instructional content is \$43,693.45.

RECOMMENDATION

It is recommended the Board of Trustees approve the Purchase of Switch Lab Vehicle from Switch Vehicles, Inc., located in Sebastopol, California, as presented.

Fiscal Impact:	\$43,693.45	Board Date: November 9, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



380 Morris St., Suite B
 Sebastopol, CA. 95472

Switch Vehicles Quote

Customer
Rancho Santiago Community College 1st Floor, Room 109 2323 N. Broadway Santa Ana, CA. 92706-1640

Date	Quote Number
9/3/2020	2034-BI
Expiration Date	Account Number
12/31/2020	RSCC-001

Item #	Description	Qty	Item Price	Item Total
SL-AC/96	96 Volt, AC Drive System, Lithium Ion, Electric Vehicle. Unpainted Glider, All Required Wiring, 2 Seats, Lights, Seatbelts and Windscreen	1	39,994.00	39,994.00T
SL-3D Print	The 3D Print module provides students with a CAD drawing of the Switch Vehicle chassis. They can use any number of free Online CAD software options to design parts for the vehicle. Options then include printing "Blue Prints" of changes or 3D parts to install and test in a wind tunnel (not included).	1	99.00	99.00T
SL-EnBattery	The Enviro Battery consists of materials for six individual students to construct low voltage batteries out of common materials. Also requires students to report results and answer questions about the project. Work individually or as team.	5	504.00	2,520.00T
SL-Wind	The Switch Wind project allows students to utilize the Switch they print with a 3D Printer and make body parts to improve the aero dynamics of the vehicle. Students will need to construct their own wind tunnel.	1	99.00	99.00T
Discount			-2,718.00	-2,718.00

We are happy to adjust any items or quantities on the quote in order to suit your needs. Please let us know if you have any questions or if we can be of further assistance. Thank you, The Switch Team	Subtotal	\$39,994.00
	Sales Tax (9.25%)	\$3,699.45
	Total	\$43,693.45
(707) 829-5746	PETER@switchvehicles.com	www.theswitchlab.com

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Academic Affairs**

To: Board of Trustees	Date: November 9, 2020
Re: Approval of Proposed Revisions for the 2020 – 2021 Santa Ana College Catalog Addendum	
Action: Request for Approval	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2020. It includes new courses, program revisions, and other curricula changes that are reflected in the catalog.

ANALYSIS

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

RECOMMENDATION

It is recommended the Board of Trustees approve the Proposed Revisions for the 2020 – 2021 Santa Ana College Catalog Addendum, as presented.

Fiscal Impact: None	Board Date: November 9, 2020
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Brian Sos, Ph.D., Chair, Curriculum and Instruction Council	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



SANTA ANA COLLEGE

CURRICULUM AND INSTRUCTION COUNCIL

DATE: November 9, 2020

TO: Marilyn Flores, Ph.D., Interim President, Santa Ana College

FROM: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs
Brian Sos, Ph.D., Chair of the Curriculum and Instruction Council

RE: **PROPOSED REVISIONS FOR THE 2020-2021 CATALOG ADDENDUM**

The following changes to the 2020-2021 college catalog addendum are proposed by the Curriculum and Instruction Council (CIC) of Santa Ana College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santa Ana College's CIC is chaired by Dr. Brian Sos, designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 15 faculty representatives (including the Chair of the Committee), an Articulation Officer, an Academic Dean, two Curriculum Specialists and a student representative.

The change initiated at Santa Ana College for the 2020-2021 catalog addendum is:

NEW PROGRAMS, DEGREES AND CERTIFICATES (See Attachment #1)

One (1) new credit program was approved. One (1) control number will be requested from the California Community Colleges Chancellor's Office for the upcoming academic year in accordance with California Code of Regulations §55130.

NEW COURSES: (See Attachment #2)

Four (4) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES (See Attachment #3)

Two (2) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

DISTANCE EDUCATION OFFERINGS (See Attachment #4)

One (1) course was separately reviewed and approved in accordance with California Code of Regulations §55206. The course was designed with portions of the instruction which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

Attachment #1

NEW PROGRAMS, DEGREES AND CERTIFICATES

Credit

Basic Law Enforcement Academy Certificate of Achievement

Non-Credit

None

NEW COURSES

Credit

Criminal Justice Academies 042A, Crisis Intervention Training I
Criminal Justice Academies 042B, Crisis Intervention Training II
Criminal Justice Academies 042C, Crisis Intervention Training III
Criminal Justice Academies 042D, Crisis Intervention Training for Dispatchers

Non-Credit

None

REVISED COURSES

Credit

Criminal Justice Academies 008B, Corrections Supplemental Core Course
Criminal Justice Academies 029D, Homemade Explosive Course

Non-Credit

None

DISTANCE EDUCATION OFFERINGS

Credit

Criminal Justice Academies 042A, Crisis Intervention Training I

Non-Credit

None

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To: Board of Trustees	Date: November 9, 2020
Re: Approval of Proposed Revisions for the 2021 – 2022 Santa Ana College Catalog	
Action: Request for Approval	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2020. It includes new courses, program revisions, and other curricula changes that are reflected in the catalog.

ANALYSIS

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

RECOMMENDATION

It is recommended the Board of Trustees approve the proposed revisions for the 2021 – 2022 Santa Ana College Catalog.

Fiscal Impact: None	Board Date: November 9, 2020
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Brian Sos, Ph.D., Chair, Curriculum and Instruction Council	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



SANTA ANA COLLEGE

CURRICULUM AND INSTRUCTION COUNCIL

DATE: November 9, 2020

TO: Marilyn Flores, Ph.D., Interim President, Santa Ana College

FROM: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs
Brian Sos, Ph.D., Chair of the Curriculum and Instruction Council

RE: **PROPOSED REVISIONS FOR THE 2021-2022 CATALOG**

The following changes to the 2021-2022 college catalog are proposed by the Curriculum and Instruction Council (CIC) of Santa Ana College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santa Ana College's CIC is chaired by Dr. Brian Sos, designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 15 faculty representatives (including the Chair of the Committee), an Articulation Officer, an Academic Dean, two Curriculum Specialists and a student representative.

The changes initiated at Santa Ana College for the 2021-2022 catalog are:

NEW PROGRAMS, DEGREES AND CERTIFICATES (See Attachment #1)

Two (2) new credit and non-credit programs were approved. Nine (9) control numbers will be requested from the California Community Colleges Chancellor's Office for the upcoming academic year in accordance with California Code of Regulations §55130.

REVISED PROGRAMS, DEGREES AND CERTIFICATES (See Attachment #2)

One (1) program, degree and/or certificate was revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four-year schools, and recommendations from state agencies.

DELETED PROGRAMS, DEGREES AND CERTIFICATES (See Attachment #3)

Seven (7) degrees were deleted because they were outdated and/or required courses that had not been offered in three (3) or more years.

NEW COURSES (See Attachment #4)

Twelve (12) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES

(See Attachment #5)

Fifty-eight (58) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

HONORS COURSE REVISIONS

(See Attachment #6)

One (1) honor course revision was approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

DEACTIVATED COURSES

(See Attachment #7)

Forty-five (45) courses were deactivated because they were outdated, experimental and/or had not been offered in three (3) or more years.

DISTANCE EDUCATION OFFERINGS

(See Attachment #8)

One hundred-fifty-nine (159) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with portions of the instruction which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

NEW PROGRAMS, DEGREES AND CERTIFICATES

Credit

1. Advanced Culinary Arts Certificate of Achievement
2. Associate of Science in Hospitality Management for Transfer

Non-Credit

None

REVISED PROGRAMS, DEGREES AND CERTIFICATES

Credit

1. Associate of Science for Transfer in Administration of Justice

Non-Credit

None

DELETED PROGRAMS, DEGREES AND CERTIFICATES

Credit

1. 3D CAD Skill Builder Certificate of Proficiency
2. Alternative Fuels - Clean Diesel Certificate of Proficiency
3. Alternative Fuels and Hybrid Maintenance Certificate of Proficiency
4. Associate of Arts in Manufacturing Technology
5. Automotive Chassis Maintenance Certificate of Proficiency
6. Truck Air Conditioning Service Certificate of Proficiency
7. Visual Merchandising Certificate of Proficiency

Non-Credit

None

NEW COURSES

Credit

1. Culinary Arts 101, Introduction to Hospitality Management
2. Culinary Arts 203, Introduction to Food & Beverage Management
3. Culinary Arts 205, Hospitality Law
4. Diesel 151, Suspension and Steering
5. Diesel 211, Hydrogen Fuel Cell Safety
6. Diesel 212, Hydrogen Fuel Cells
7. Diesel 213, Hydrogen used for Fuel Cells
8. Diesel 214, Fuel Cell High Voltage Systems
9. Law 120, Computers in the Law Office
10. Management 130, Introduction to Hospitality Management
11. Management 203, Introduction to Food & Beverage Management
12. Paralegal 205, Hospitality Law

Non-Credit

None

REVISED COURSES**Credit**

1. Automotive Technology 102, Introduction to Automotive
2. Automotive Technology 119, Light Vehicle Diesel Engines
3. Child Development 108, Observation and Assessment for Early Learning and Development (DS3)
4. Child Development 112, Health, Safety, and Nutrition for Children
5. Child Development 116B, Care and Education for Infants and Toddlers (DS3)
6. Child Development 206, Curriculum and Intervention Strategies
7. Child Development 214, Creative Art Experiences for Children
8. Child Development 297, Analyzing and Applying Teacher Strategies in the Classroom
9. Child Development 298A, Practicum in Early Childhood Programs
10. Child Development 298B, Practicum in Infant/Toddler Programs
11. Child Development 299, Cooperative Work Experience Education
12. Communication Studies 152, Oral Interpretation
13. Criminal Justice Academies 021, P.C. 832, Laws of Arrest
14. Criminal Justice Academies 026A, Training Academy Preparation
15. Criminal Justice Academies 029B, Bomb Technician Introduction
16. Criminal Justice Academies 029C, Active Bomber Course
17. Criminal Justice Academies 029E, Explosive Recognition and Response
18. Communications & Media Studies 111, Media, Race and Gender
19. Communications & Media Studies 201, Visual Reporting
20. Culinary Arts 100, Introduction to Culinary Arts and Hospitality
21. Culinary Arts 120, Introduction to Culinary Skills & Principles
22. Culinary Arts 130, International Cuisine
23. Culinary Arts 140, Introduction to Baking & Pastry
24. Culinary Arts 150, Principles of Pantry
25. Culinary Arts 160, Principles of Beverage Service
26. Diesel 113, Allison Transmission Service
27. Diesel 115, Heavy Duty Mobile Hydraulics
28. Diesel 121, Diesel Engines
29. Diesel 131, Drive Train
30. Diesel 132, Diesel Fuel Systems and Emissions
31. Diesel 141, Brakes
32. Diesel 161, Electrical/Electronic Systems
33. Diesel 165, Transport Refrigeration
34. Diesel 168, Electronics and Network Systems
35. Diesel 171, Heating, Ventilation, and Air Conditioning
36. Diesel 181, Preventative Maintenance Inspection
37. Diesel 202, Introduction to Coach Operations
38. Diesel 203, Transit Vehicle Electrical Systems
39. Diesel 204, Transit Vehicle Air Systems
40. Diesel 205, Transit Vehicle Air Brake Systems
41. Diesel 206, Transit Vehicle Automatic Transmissions
42. Diesel 207, Transit Vehicle Engines
43. Diesel 208, Transit Vehicle Heating, Ventilation, Air Conditioning

44. Diesel 209, Transit Vehicle Drive Train Suspension
45. Diesel 210, Transit Vehicle Wheelchair Lifts
46. Diesel 287, Compressed Natural Gas Engines
47. Fashion Design Merchandising 052, Knit and Swim Suit Sewing
48. Fashion Design Merchandising 058, Decorative Apparel
49. Fashion Design Merchandising 080, Embroidery
50. Fashion Design Merchandising 081, Screen Printing
51. Fashion Design Merchandising 101, Buying and Merchandising
52. Fashion Design Merchandising 125, Visual Display Merchandising
53. Fashion Design Merchandising 212, Advanced Draping
54. Fire Academy 084, Hazardous Materials First Responder Operational Level
55. Fire Academy 084A, Hazardous Materials First Responder Operational, Decontamination
56. Fire Officer Training 079, S-404 Safety Officer
57. Mathematics 105, Mathematics for Liberal Arts Students
58. Music 161, Class Piano I

Non-Credit

None

HONORS COURSE REVISIONS

Credit

1. Communication Studies 101H, Honors Introduction to Interpersonal Communication

Non-Credit

None

DEACTIVATED COURSES**Credit**

1. Art 019, Graphic Design Internship
2. Art 166A, 3D Texturing and Lighting Fundamentals
3. Art 166B, Texturing & Lighting Intermediate
4. Art 167, 3D Commercial Applications
5. Art 185, Fundamentals of Cartooning and Storyboarding
6. Art 197C, 3D Animation Advanced
7. Communication Studies 170, Introduction to Phonetics
8. Criminal Justice Academies 099D, Level 1 Modular Police Academy
9. Diesel 160, Foundations of Mobile Air Conditioning and Refrigeration
10. Fashion Design Merchandising 053, Introduction to Sewing
11. Fashion Design Merchandising 055, Children's Clothing
12. Fashion Design Merchandising 056, Basic Sewing and Alternations
13. Fashion Design Merchandising 057, Patterns for Dressmakers
14. Fashion Design Merchandising 059, Fashion Modeling
15. Fashion Design Merchandising 111B, Fashion Illustration
16. Fashion Design Merchandising 111C, Fashion Portfolio Development
17. Fire Officer Training 031, Confined Space Rescue: Awareness Demobilization Unit Leader
18. Mathematics 180H, Honors Single Variable Calculus I
19. Manufacturing Technology 188, Machine Technology Survey
20. Reading N50, Groundwork for Reading
21. Reading N80, Fundamentals of Reading
22. Reading 096, Individualized Reading Skills
23. Reading 101A, Modules in Academic Reading – Vocabulary
24. Reading 101B, Modules in Academic Reading – Comprehension
25. Reading 101C, Modules in Academic Reading – Analysis and Critical Evaluation
26. Reading 101X, Acceleration to Academic Reading
27. Theatre Arts 150, Theatre Production
28. Theatre Arts 156, Readers' Theatre Workshop
29. Theatre Arts 170, Entertainment Technology Internship

Non-Credit

None

DEACTIVATED EXPERIMENTAL COURSES

Credit

1. Counseling 198-13, STEM Study Skills
2. Counseling 198-14, Academic Success Strategies
3. Counseling 198-15, Educational Planning
4. Counseling 198-16, Personal and Goal Development for Educational Planning
5. Engineering 198-35, Introduction to Design & Fabrication for Bridges to Engineering
6. Engineering 198-131, Engineering Mechatronics Technology Survey
7. Fire Public Safety 098-16, Muscle & Ligament Strengthening for Effective Rescue Response
8. Fire Technology 198-01, Physical Fitness for Public Safety Personnel
9. Manufacturing Technology 098-22, CNC Machine Tool Lab
10. Manufacturing Technology 098-23, QC Operations with Verisurf Software
11. Music 198-47, Introduction to Logic Pro 9 Audio Production Software
12. Reading 098, Topics in Reading
13. Reading 198, Topics
14. Theatre Arts 198, Actor's Laboratory
15. Theatre Arts 198, Theatre Arts Showcase
16. Theatre Arts 198, Topics

Non-Credit

None

DISTANCE EDUCATION OFFERINGS**Credit**

1. Art 101, Survey of Western Art History I: Prehistory through the Middle Ages
2. Art 104, Mexican and Chicano Art History
3. Art 105, History of Modern Art
4. Art 106, Asian Art History
5. Art 108, Contemporary Art History: Art Since Mid-Twentieth Century
6. Art 109, Introduction to Woodworking
7. Art 110, Two-Dimensional Design
8. Art 130, Introduction to Drawing
9. Art 131, Beginning Life Drawing
10. Art 132A, Beginning Pastel Drawing and Painting
11. Art 132B, Intermediate Pastel Drawing and Painting
12. Art 133, Introduction to Gallery Production
13. Art 134, Intermediate Gallery Production
14. Art 135, Advanced Gallery Production
15. Art 140A, Watercolor Painting
16. Art 140B, Watercolor Painting
17. Art 141, Beginning Painting
18. Art 143, Landscape Watercolor
19. Art 182, Introduction to Jewelry
20. Art 190, Introduction to Mural Painting and Design
21. Art 231, Intermediate Life Drawing
22. Art 232, Advanced Life Drawing
23. Art 233, Advanced Drawing
24. Art 240, Intermediate Watercolor
25. Art 241, Intermediate Painting
26. Art 242, Advanced Painting
27. Art 243, Portrait and Life Painting
28. Art 282, Jewelry II
29. Art 283, Jewelry III
30. Art 284, Introduction to Stone Setting-Jewelry
31. Art 285, Introduction to Enameling-Jewelry
32. Art 291, Mural Painting and Design II
33. Art 292, Mural Painting and Design III
34. Art 296, Professional Art Production
35. Automotive Technology 102, Introduction to Automotive
36. Automotive Technology 119, Light Vehicle Diesel Engines
37. Automotive Technology 185, Bureau of Automotive Repair (BAR) Smog Inspector Training I
38. Automotive Technology 186, Bureau of Automotive Repair (BAR) Smog Inspector Training II
39. Automotive Technology 187, BAR Specified Diagnostic and Repair
40. Automotive Technology 260, Introduction to Electric Vehicles
41. Child Development 108, Observation and Assessment for Early Learning and Development (DS3)
42. Child Development 112, Health, Safety, and Nutrition for Children
43. Child Development 116B, Care and Education for Infants and Toddlers (DS3)

44. Child Development 206, Curriculum and Intervention Strategies
45. Child Development 214, Creative Art Experiences for Children
46. Child Development 297, Analyzing and Applying Teacher Strategies in the Classroom
47. Child Development 298A, Practicum in Early Childhood Programs
48. Child Development 298B, Practicum in Infant/Toddler Programs
49. Child Development 299, Cooperative Work Experience Education
50. Communication Studies 103H, Honors Introduction to Intercultural Communication
51. Communications & Media Studies 111, Media, Race and Gender
52. Communication Studies 152, Oral Interpretation
53. Communications & Media Studies 201, Visual Reporting
54. Communication Studies 101H, Honors Introduction to Interpersonal Communication
55. Communication Studies 151, Voice and Diction for Effective Communication
56. Culinary Arts 100, Introduction to Culinary Arts and Hospitality
57. Culinary Arts 101, Introduction to Hospitality Management
58. Culinary Arts 160, Principles of Beverage Service
59. Culinary Arts 203, Introduction to Food & Beverage Management
60. Culinary Arts 205, Hospitality Law
61. Diesel 113, Allison Transmission Service
62. Diesel 115, Heavy Duty Mobile Hydraulics
63. Diesel 121, Diesel Engines
64. Diesel 131, Drive Train
65. Diesel 132, Diesel Fuel Systems and Emissions
66. Diesel 141, Brakes
67. Diesel 161, Electrical/Electronic Systems
68. Diesel 165, Transport Refrigeration
69. Diesel 168, Electronics and Network Systems
70. Diesel 171, Heating, Ventilation, and Air Conditioning
71. Diesel 181, Preventative Maintenance Inspection
72. Diesel 202, Introduction to Coach Operations
73. Diesel 203, Transit Vehicle Electrical Systems
74. Diesel 204, Transit Vehicle Air Systems
75. Diesel 205, Transit Vehicle Air Brake Systems
76. Diesel 206, Transit Vehicle Automatic Transmissions
77. Diesel 207, Transit Vehicle Engines
78. Diesel 208, Transit Vehicle Heating, Ventilation, Air Conditioning
79. Diesel 209, Transit Vehicle Drive Train Suspension
80. Diesel 210, Transit Vehicle Wheelchair Lifts
81. Diesel 211, Hydrogen Fuel Cell Safety
82. Diesel 212, Hydrogen Fuel Cells
83. Diesel 213, Hydrogen used for Fuel Cells
84. Diesel 214, Fuel Cell High Voltage Systems
85. Diesel 287, Compressed Natural Gas Engines
86. Digital Media 100, Introduction to Electronic Media: TV, Radio, Film, and the Internet
87. Digital Media 101, TV and Society: A Visual History
88. Digital Media 112, Introduction to Video Editing and Postproduction
89. Digital Media 115A, Single-Camera Production and Editing
90. Digital Media 115B, Advanced Single-Camera Production and Editing
91. Digital Media 120, Beginning Screenwriting for Digital Media

92. Digital Media 121, Intermediate Screenwriting for Digital Media
93. Digital Media 123, Advanced Screenwriting for Digital Media
94. English 061, Introduction to Composition
95. English 061X, Accelerated Introductory Composition Skills
96. English 066, Route to Writing Success: Freshman Composition Laboratory
97. English 101H, Honors Freshman Composition
98. English 102, Literature and Composition
99. English 102H, Honors Literature and Composition
100. English 103H, Honors Critical Thinking and Writing
101. English 104, Language and Culture
102. English 104H, Honors Language and Culture
103. English 213, Creative Writing
104. English 220, Survey of the Bible as Literature
105. English 222, Essential Information for English Major Success
106. English 231, Survey of English Literature I
107. English 232, Survey of English Literature II
108. English 233A, Shakespeare's Comedies and Romances
109. English 233B, Shakespeare's Tragedies and History Plays
110. English 233C, Shakespeare's Theatre
111. English 241, Survey of American Literature 1600-1865
112. English 242, Survey of American Literature, 1865-Present
113. English 246, Survey of Chicano Literature
114. English 271, Survey of World Literature I
115. English 272, Survey of World Literature II
116. English 278, Survey of Literature by Women
117. Law 120, Computers in the Law Office
118. Management 130, Introduction to Hospitality Management
119. Management 203, Introduction to Food & Beverage Management
120. Mathematics 105, Mathematics for Liberal Arts Students
121. Mathematics 280, Intermediate Calculus
122. Mathematics 287, Introduction to Linear Algebra and Differential Equations
123. Music 112, Music Theory and Musicianship II
124. Music 114A, Musicianship
125. Music 114B, Musicianship
126. Music 121, Beginning Voice
127. Music 122, Intermediate Voice
128. Music 123, Advanced Voice
129. Music 124, Advanced Vocal Production and Repertoire
130. Music 135, Concert Chorale
131. Music 137, Chamber Choir
132. Music 142, Creating Music on the Digital Audio Workstation
133. Music 143, Intermediate Techniques on the Digital Audio Workstation
134. Music 161, Class Piano I
135. Music 171, Concert Band
136. Music 175, Jazz Ensemble
137. Music 176, Jazz Band
138. Music 178, Mariachi
139. Music 181, Chamber Orchestra

140. Music 185, Beginning Classical Guitar
141. Music 241, Chamber Music Ensemble
142. Music 245, Intermediate Jazz Improvisation and Performance Workshop
143. Music 271, Symphonic Band
144. Paralegal 205, Hospitality Law
145. Photography 150, History of Photography
146. Photography 180, Beginning Photography
147. Photography 185A, Landscape Photography
148. Photography 185B, Landscape Photography
149. Photography 191, Commercial Studio Practices
150. Photography 194, Digital Workflow
151. Photography 197, Intermediate Commercial Photography
152. Photography 291, Wedding and Quinceañera Photography
153. Photography 292, Portrait Photography
154. Photography 294, Color Photographic Expression
155. Psychology 140, Introduction to Psychology of Adulthood and Aging
156. Psychology 200, Introduction to Biological Psychology
157. Psychology 219, Introduction to Research Methods in Psychology
158. Theatre Arts 114, Acting for the Camera II
159. Theatre Arts 178, Musical Theatre Techniques

Non-Credit

None

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Confirmation of Santa Ana College Associate Degrees and Certificates for Summer 2020	
Action:	Request for Approval	

BACKGROUND

Attached is the list of students who successfully completed coursework at Santa Ana College leading to an Associate in Arts Degree, Associate in Arts for Transfer Degree, Associate in Science Degree, Associate in Science for Transfer Degree, Certificate of Achievement, and/or Certificate of Proficiency for Summer 2020. Also included, are the statistical tables showing degrees and certificates awarded by major.

ANALYSIS

Santa Ana College awarded 255 Associate Degrees at the conclusion of Summer 2020. The major with the highest amount of degrees awarded was Liberal Arts; Art, Humanities & Communication totaling 71 degrees.

Santa Ana College awarded 180 Certificates of Achievement (CA) and Proficiency (CP) at the conclusion of Summer 2020.

RECOMMENDATION

It is recommended that the Board of Trustees confirm the list of recipients of the Santa Ana College Associate Degrees and Certificates for Summer 2020 as presented.

Fiscal Impact:	None	Board Date:	November 9, 2020
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez., Chancellor, RSCCD		

Santa Ana College
Certificate List
Summer 2020

MAJOR	2019	2020
Certificate of Achievement (Transcripted)		
Accounting		
- General Accounting	5	3
- Computerized Accounting - QuickBooks	2	1
- Computerized Bookkeeping - QuickBooks	3	2
American Sign Language	1	0
Art		
- 3D Modeling & Animation - Video Game & Interactive	1	0
- 3D Modeling & Animation – Previsualization	1	0
- Digital Media Art Graphic Design	3	0
- Digital Media Art A-Production Artist	0	1
- Crafts – Jewelry	2	0
Auto		
- Business Technology	1	0
- Chassis Service	1	0
- Engine Performance & Electrical	2	0
Biotechnology		
- Bio manufacturing Technician	1	0
- Biotechnology Lab Technician	1	0
Business Applications & Technology	0	2
- Microsoft Office Professional	2	1
Child Development (formerly Human Development)		
- Bilingual Preschool	1	2
- Infant/Toddler	0	1
- Preschool Child	1	2
- School Age	1	0
Computer Information Systems		
Computer Science		
- Computer Science	0	1
CSU General Education	105	76
Dance	1	0
Diesel Technology		
- Diesel & Heavy Equipment	1	0
- Mid-Range Engine Service	1	0
Engineering		

Santa Ana College
Certificate List
Summer 2020

MAJOR	2019	2020
Certificate of Achievement (Transcribed)		
- Mechatronics Technology	1	0
- Computer Aided Drafting & Design	1	0
- Drafting and Design II	1	0
- Civil Technology	1	0
Fashion Design	1	0
- Product Development and Technical Design	0	1
Fire Technology		
- Public Fire Service	2	0
- Prevention Officer	20	0
IGETC General Education	26	29
Kinesiology		
- Fitness Specialist	0	1
LAW		
- Legal Office Interpreting Spanish	0	1
- Pathway to Law School	3	4
Management		
- Management	1	2
Manufacturing Technology		
- CNC Lathe Set Up & Operation	0	2
- CNC Machine Set Up & Operation	3	0
- CNC Milling Set Up & Operation	2	0
- CNC Programmer A – Mastercam	4	3
Medical Assistant - Administrative / Clinical	6	0
Music		
- Digital Music Production	1	0
Paralegal	5	1
Pharmacy Technology		
- Advanced	6	0
- Basic	13	6
Welding Technology	2	0
TOTAL	236	142

Santa Ana College
Certificate List
Summer 2020

MAJOR	2019	2020
Certificate of Proficiency (Untranscribed)		
Accounting		
- <i>General Bookkeeping</i> *	1	1
- <i>Tax Preparer</i> *	1	0
Auto		
- <i>Electrical Maintenance</i> *	13	0
Biotechnology		
- <i>Lab Assistant</i> *	4	0
Business Applications & Technology		
- <i>Adobe Web Projects for Business</i> *	0	2
- <i>Computer Fundamentals for Business</i> *	12	4
- <i>Office Management</i> *	1	0
- <i>Spanish English Interpretation & Translation</i> *	1	3
Child Development (formerly Human Development)		
- <i>Early Childhood Assistant Teacher</i> *	2	16
Computer Science		
- <i>Programming</i> *	0	1
<i>Criminal Justice Corrections Officer</i> *	1	0
Diesel Technology		
- <i>Heavy Duty Diesel Engine Service</i> *	1	0
- <i>Transport Refrigeration/Temperature Control</i> *	1	0
Education		
- <i>After School Program Associate Teacher</i> *	1	0
Engineering		
- <i>AutoCAD 2D Basics</i> *	5	6
- <i>3D CAD Skill Builder</i> *	2	0
- <i>Surveying Skill Builder</i> *	1	0
Fashion Design		
- <i>Costume Design</i> *	1	0
- <i>Quinceañera Dress Design</i> *	1	0
- <i>Swimwear Design</i> *	1	0
Fire Technology		
- <i>Fire Service Core Competencies</i> *	4	0
International Business		
- <i>Global Business & Entrepreneurship</i> *	1	0

Santa Ana College
Certificate List
Summer 2020

MAJOR	2019	2020
Certificate of Proficiency (Untranscripted)		
- <i>Global Trade Skills*</i>	3	1
- <i>International Finance Specialist*</i>	10	0
- <i>Survey of International Business*</i>	1	2
Management		
- <i>Human Resource Management*</i>	2	2
- <i>Supervision*</i>	1	0
Manufacturing Technology		
- <i>Solidworks 3D *</i>	1	0
Theater Arts		
- <i>Costume Design*</i>	1	0
TOTAL	74	38
TOTAL CERTIFICATE OF ACHEIVEMENT & PROFICIENCY	310	180

Santa Ana College
Degree List
Summer 2020

MAJOR	2019	2020
Accounting	4	0
Administration of Justice for Transfer	6	3
Art		
- Digital Media Arts	0	1
- Studio Arts for Transfer	2	1
Anthropology for Transfer	1	1
Automotive Technology	3	4
Biological Science	1	0
Biological Science for Transfer	1	0
Business		
- Business Administration	3	1
- Business Administration for Transfer	16	21
- App & Tech: Office Management	0	2
Chemistry	1	0
Chemistry for Transfer	1	0
Childhood/Human Development		
- Elementary Education	6	6
- Infant/Toddler	0	1
- Preschool Child	1	3
Communication Studies for Transfer	0	1
Community Social Services	4	5
Computer Information System	1	0
Computer Science	2	2
Computer Science for Transfer	0	1
Diesel and Heavy Equipment Technology	1	0
Early Childhood Education for Transfer	1	4
Economics for Transfer	0	1
English for Transfer	0	3
Engineering	1	0
- Civil Technology	1	0
- Computer Aided Drafting & Design	1	1
- Drafting and Design	1	0

Santa Ana College
Degree List
Summer 2020

MAJOR	2019	2020
- Mechatronics Technology	1	0
Fashion Merchandising	0	1
Fire Technology		
- Fire Administration	1	0
- Public Fire Service	9	7
- Prevention Officer	3	0
History for Transfer	2	2
International Business	0	1
Kinesiology	1	0
Kinesiology for Transfer	1	0
Liberal Arts		
- American Studies	2	2
- Arts, Humanities, Communications	95	71
- Business and Technology	2	4
- Kinesiology and Wellness	1	1
- Math and Science	23	22
- Social and Behavioral Science	25	14
Library Technology	1	0
Management	0	2
Manufacturing Technology		
- CNC Lathe Set Up & Operation	0	1
- CNC Programmer A-Mastercam	0	1
Math	0	1
Math for Transfer	1	1
Medical Assistant	3	8
Nursing - Pre-Nursing	6	11
Occupational Studies - B.S.	0	1
Occupational Therapy Assistant	1	5
Paralegal	4	1
Pharmacy Technology	3	0
Philosophy for Transfer	1	1
Physics	0	2

Santa Ana College
Degree List
Summer 2020

MAJOR	2019	2020
Political Science	0	1
Political Science for Transfer	1	0
Psychology	2	3
Psychology for Transfer	13	15
Science	1	1
Sociology	2	1
Sociology for Transfer	3	3
Speech Language Pathology Assistant	3	4
Spanish for Transfer	1	2
Television/Video Communications		
- Film, TV & Electronic Media for Transfer	0	1
Theater Arts Performance Emphasis	2	1
Welding Technology	1	1
TOTAL	274	255

Santa Ana College
Student List
Summer 2020

STUDENT	MAJOR	HONORS
1075848	Engineering Computer Aided Drafting and Design AS SAC	
2253708	Community Social Services AA SAC	
	Liberal Arts: Social and Behavioral Sciences AA SAC	
1391209	Paralegal CA SAC	
2279088	AutoCAD 2D Basics CERT SAC	
2161280	IGETC (Plan C) CA SAC	
2060612	Business Administration for Transfer AST SAC	
2235487	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Medical Assistant-Administrative/Clinical AS SAC	
	IGETC (Plan C) CA SAC	
2260134	Business Administration for Transfer AST SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2483822	Early Childhood Assistant Teacher CERT SAC	
2234394	Paralegal AA SAC	
1507100	Associate in Arts in Spanish for Transfer AA T SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2190581	Early Childhood Assistant Teacher CERT SAC	
2313295	Early Childhood Assistant Teacher CERT SAC	
2093893	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2273149	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Business Administration for Transfer AST SAC	
	IGETC (Plan C) CA SAC	
1980414	Administration of Justice for Transfer AST SAC	
2102514	CSU GE-Breadth (Plan B) CA SAC	
1190540	Liberal Arts: Arts, Humanities & Communications AA SAC	
2372521	Liberal Arts: Arts, Humanities & Communications AA SAC	
2137493	Pre-Nursing for the Bachelor's Degree in Nursing AS SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1806417	Computer Fundamentals for Business CERT SAC	
1766532	General Accounting CA SAC	
2285540	Computerized Bookkeeping-QuickBooks CA SAC	
	General Bookkeeping CERT SAC	
2295498	Sociology for Transfer AAT SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1874407	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Business Administration for Transfer AST SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2229683	C.D Emphasis in Infant-Toddler Care and Develop. AA SAC	High Honors
2283774	Business Administration for Transfer AST SAC	
1734434	Liberal Arts: Arts, Humanities & Communications AA SAC	
2011351	Early Childhood Assistant Teacher CERT SAC	
1580841	Liberal Arts: Arts, Humanities & Communications AA SAC	
2185556	Occupational Therapy Assistant AS SAC	
2455253	Business Administration for Transfer AST SAC	

Santa Ana College
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STUDENT	MAJOR	HONORS
	CSU GE-Breadth (Plan B) CA SAC	
2253761	Liberal Arts: Social and Behavioral Sciences AA SAC	
	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Community Social Services AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2296886	Psychology for Transfer AAT SAC	
1670323	Legal Office Interpreting Spanish CA SAC	
2302681	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2067763	General Accounting CA SAC	
1991310	AutoCAD 2D Basics CERT SAC	
2225860	Liberal Arts: Arts, Humanities & Communications AA SAC	
1541365	Administration of Justice for Transfer AST SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2151408	Business Administration for Transfer AST SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2321160	Speech-Language Pathology Assistant AS SAC	
2014766	Liberal Arts: Mathematics and Science AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2272801	Early Childhood Assistant Teacher CERT SAC	
2077917	CNC Programmer A-Mastercam CA SAC	
2235647	Psychology AA SAC	
	Sociology AA SAC	
	Psychology for Transfer AAT SAC	
1054426	Liberal Arts: Business and Technology AA SAC	
	Management AA SAC	
	Management CA SAC	
	Human Resource Management CERT SAC	
1059919	Liberal Arts: Social and Behavioral Sciences AA SAC	
	Preschool Child AA SAC	
	Preschool Child CA SAC	
	Early Childhood Assistant Teacher CERT SAC	
1031056	Psychology for Transfer AAT SAC	
2324830	Medical Assistant-Administrative/Clinical AS SAC	
1761221	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Communication Studies for Transfer AAT SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2276611	IGETC (Plan C) CA SAC	
1726425	Medical Assistant-Administrative/Clinical AS SAC	
2315938	Liberal Arts: Social and Behavioral Sciences AA SAC	
	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Associate in Arts in Spanish for Transfer AA T SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2159839	IGETC (Plan C) CA SAC	
2048691	English for Transfer AAT SAC	
	IGETC (Plan C) CA SAC	

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STUDENT	MAJOR	HONORS
1771631	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2372873	Liberal Arts: Arts, Humanities & Communications AA SAC	Honors
	IGETC (Plan C) CA SAC	
2213680	Public Fire Service AS SAC	Honors
1723841	Public Fire Service AS SAC	
2051960	Pharmacy Technology - Basic Option CA SAC	
2161917	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Elementary Education (Pre-Professional) AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2437868	Pharmacy Technology - Basic Option CA SAC	
2363018	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Administration of Justice for Transfer AST SAC	
	IGETC (Plan C) CA SAC	
1177084	Infant-Toddler CA SAC	
2348345	Business Applications and Technology CA SAC	
2341039	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1701212	Sociology for Transfer AAT SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2235510	Liberal Arts: Arts, Humanities & Communications AA SAC	
	IGETC (Plan C) CA SAC	
1681553	Psychology AA SAC	
	Psychology for Transfer AAT SAC	
	Business Administration for Transfer AST SAC	
2316197	CSU GE-Breadth (Plan B) CA SAC	
2270873	International Business AA SAC	
2181067	Liberal Arts: Mathematics and Science AA SAC	Honors
	Liberal Arts: Business and Technology AA SAC	Honors
	Business Administration for Transfer AST SAC	Honors
	CSU GE-Breadth (Plan B) CA SAC	
2187365	Early Childhood Education for Transfer AST SAC	High Honors
	CSU GE-Breadth (Plan B) CA SAC	
2351674	Early Childhood Education for Transfer AST SAC	Honors
2252500	Medical Assistant-Administrative/Clinical AS SAC	
1986259	Liberal Arts: Mathematics and Science AA SAC	
	Liberal Arts: Arts, Humanities & Communications AA SAC	
2417064	CSU GE-Breadth (Plan B) CA SAC	
1870938	Business Administration for Transfer AST SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2370323	Occupational Studies BS SAC	Honors
2339154	Spanish/English Interpretation and Translation CERT SAC	
1699813	Medical Assistant-Administrative/Clinical AS SAC	
2202507	Liberal Arts: Arts, Humanities & Communications AA SAC	Honors
	Psychology for Transfer AAT SAC	Honors
2333351	Pathway to Law School CA SAC	

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STUDENT	MAJOR	HONORS
2311577	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2415227	Liberal Arts: Mathematics and Science AA SAC	High Honors
2297828	AutoCAD 2D Basics CERT SAC	
2248807	Studio Arts for Transfer AAT SAC	Honors
	IGETC (Plan C) CA SAC	
1367258	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Public Fire Service AS SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1371977	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2012891	Philosophy for Transfer AAT SAC	
2343333	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Business Administration for Transfer AST SAC	
	IGETC (Plan C) CA SAC	
2331670	Early Childhood Assistant Teacher CERT SAC	
2282254	Liberal Arts: Mathematics and Science AA SAC	
2360043	IGETC (Plan C) CA SAC	
2378737	Liberal Arts: Arts, Humanities & Communications AA SAC	
1475163	Computerized Accounting-QuickBooks CA SAC	
2051779	Microsoft Office Professional CA SAC	
	Business Applications and Technology CA SAC	
1485192	Pre-Nursing for the Bachelor's Degree in Nursing AS SAC	
1873995	CSU GE-Breadth (Plan B) CA SAC	
2057462	Liberal Arts: Social and Behavioral Sciences AA SAC	
2101964	Early Childhood Assistant Teacher CERT SAC	
1506089	Computer Fundamentals for Business CERT SAC	
2313077	History for Transfer AAT SAC	
	IGETC (Plan C) CA SAC	
2207040	Medical Assistant-Administrative/Clinical AS SAC	
2259501	AutoCAD 2D Basics CERT SAC	
1549282	Human Resource Management CERT SAC	
2202105	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2389976	Digital Media Arts A-Production Artist CA SAC	
2444581	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2414353	Early Childhood Assistant Teacher CERT SAC	
2261691	Spanish/English Interpretation and Translation CERT SAC	
2058968	Pre-Nursing for the Bachelor's Degree in Nursing AS SAC	Honors
2237685	Pharmacy Technology - Basic Option CA SAC	
2274032	Psychology for Transfer AAT SAC	
2160706	Performance Emphasis AA SAC	
1713348	Office Management AA SAC	
2416689	Pathway to Law School CA SAC	
1828576	Liberal Arts: Arts, Humanities & Communications AA SAC	

Santa Ana College
Student List
Summer 2020

STUDENT	MAJOR	HONORS
	Elementary Education (Pre-Professional) AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1955569	Liberal Arts: Arts, Humanities & Communications AA SAC	Honors
	CSU GE-Breadth (Plan B) CA SAC	
2060959	Survey of International Business CERT SAC	
1029736	Psychology for Transfer AAT SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1842016	Liberal Arts: Social and Behavioral Sciences AA SAC	
2370582	Liberal Arts: Arts, Humanities & Communications AA SAC	
2235520	Liberal Arts: Arts, Humanities & Communications AA SAC	
	IGETC (Plan C) CA SAC	
	Pathway to Law School CA SAC	
1669160	AutoCAD 2D Basics CERT SAC	
1900713	Liberal Arts: Business and Technology AA SAC	
1966205	Liberal Arts: Arts, Humanities & Communications AA SAC	
2062927	Early Childhood Assistant Teacher CERT SAC	
1496137	Business Administration for Transfer AST SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1975400	Automotive Technology AS SAC	
2105240	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Liberal Arts: Social and Behavioral Sciences AA SAC	
	History for Transfer AAT SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2158614	IGETC (Plan C) CA SAC	
2376136	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Business Administration for Transfer AST SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2023041	Liberal Arts: American Studies AA SAC	
	Liberal Arts: Social and Behavioral Sciences AA SAC	
	Anthropology for Transfer AAT SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1553921	Computer Fundamentals for Business CERT SAC	
1856764	Liberal Arts: Social and Behavioral Sciences AA SAC	
	Community Social Services AA SAC	
	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1958449	Community Social Services AA SAC	
1876673	Liberal Arts: Social and Behavioral Sciences AA SAC	
2270320	Liberal Arts: Mathematics and Science AA SAC	
	Pre-Nursing for the Bachelor's Degree in Nursing AS SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2215817	Psychology for Transfer AAT SAC	
2128647	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1787190	Early Childhood Assistant Teacher CERT SAC	
1758411	Adobe Web Projects for Business CERT SAC	

Santa Ana College
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STUDENT	MAJOR	HONORS
1823591	Political Science AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2414519	Product Development and Technical Design CA SAC	
2016287	Liberal Arts: Social and Behavioral Sciences AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1143713	C.D Emphasis in Preschool Age Care and Develop. AA SAC	
2118156	Occupational Therapy Assistant AS SAC	
1851144	Early Childhood Education for Transfer AST SAC	
	Bilingual (ENGL/SPAN) Preschool Assoc. Teacher CA SAC	
2283555	Pre-Nursing for the Bachelor's Degree in Nursing AS SAC	High Honors
	Liberal Arts: Mathematics and Science AA SAC	
	IGETC (Plan C) CA SAC	
2370758	Public Fire Service AS SAC	Honors
	CSU GE-Breadth (Plan B) CA SAC	
2295939	Liberal Arts: Arts, Humanities & Communications AA SAC	
2154828	Speech-Language Pathology Assistant AA SAC	
1257960	Elementary Education (Pre-Professional) AA SAC	
1876700	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Sociology for Transfer AAT SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2367123	Management AA SAC	
	Management CA SAC	
2269910	AutoCAD 2D Basics CERT SAC	
2278120	Community Social Services AA SAC	
	Liberal Arts: Social and Behavioral Sciences AA SAC	
1671335	CSU GE-Breadth (Plan B) CA SAC	
2345716	Early Childhood Assistant Teacher CERT SAC	
1757785	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2330780	Business Administration for Transfer AST SAC	
2235517	Psychology AA SAC	Honors
2134500	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Business Administration for Transfer AST SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2236022	Early Childhood Education for Transfer AST SAC	High Honors
1451900	CNC Programmer A-Mastercam AS SAC	
	CNC Lathe Set Up and Operation AS SAC	
2055615	CNC Lathe Set Up and Operation CA SAC	
2369568	CNC Programmer A-Mastercam CA SAC	
2258204	Science AS SAC	High Honors
	CSU GE-Breadth (Plan B) CA SAC	
2388774	Liberal Arts: Mathematics and Science AA SAC	Highest Honors
	IGETC (Plan C) CA SAC	

Santa Ana College
Student List
Summer 2020

STUDENT	MAJOR	HONORS
2317468	Liberal Arts: Mathematics and Science AA SAC	Highest Honors
	Pre-Nursing for the Bachelor's Degree in Nursing AS SAC	Highest Honors
	CSU GE-Breadth (Plan B) CA SAC	
2204431	Early Childhood Assistant Teacher CERT SAC	
2292841	Bilingual (ENGL/SPAN) Preschool Assoc. Teacher CA SAC	
1874559	Liberal Arts: Business and Technology AA SAC	
	Business Administration for Transfer AST SAC	
1110682	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2302065	Liberal Arts: Mathematics and Science AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1142950	Psychology for Transfer AAT SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1809069	Medical Assistant-Administrative/Clinical AS SAC	
2015172	Survey of International Business CERT SAC	
2277577	Speech-Language Pathology Assistant AS SAC	
1848840	Computerized Bookkeeping-QuickBooks CA SAC	
2206433	Automotive Technology AS SAC	
1985912	Welding Technology AS SAC	
1772590	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2204912	Liberal Arts: Mathematics and Science AA SAC	
	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Pre-Nursing for the Bachelor's Degree in Nursing AS SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2302624	Business Administration for Transfer AST SAC	
2208551	Liberal Arts: Arts, Humanities & Communications AA SAC	Honors
	CSU GE-Breadth (Plan B) CA SAC	
1878766	CNC Programmer A-Mastercam CA SAC	
	CNC Lathe Set Up and Operation CA SAC	
2121476	Liberal Arts: Mathematics and Science AA SAC	Honors
	Liberal Arts: Arts, Humanities & Communications AA SAC	Honors
	Mathematics for Transfer AST SAC	Honors
	IGETC (Plan C) CA SAC	
2020360	Liberal Arts: Arts, Humanities & Communications AA SAC	
2355189	Business Administration for Transfer AST SAC	
2385711	Liberal Arts: Kinesiology and Wellness AA SAC	
2192279	Liberal Arts: American Studies AA SAC	
1580666	Computer Fundamentals for Business CERT SAC	
1803564	Automotive Technology AS SAC	
2235482	Liberal Arts: Arts, Humanities & Communications AA SAC	
	IGETC (Plan C) CA SAC	
1378772	Business Administration for Transfer AST SAC	

Santa Ana College
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STUDENT	MAJOR	HONORS
1932235	Medical Assistant-Administrative/Clinical AS SAC	
2305289	Psychology for Transfer AAT SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2287417	Pathway to Law School CA SAC	
2235465	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Psychology for Transfer AAT SAC	
	IGETC (Plan C) CA SAC	
2087030	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Psychology for Transfer AAT SAC	
	IGETC (Plan C) CA SAC	
2187226	Physics AS SAC	
1055200	Elementary Education (Pre-Professional) AA SAC	
1819194	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Pre-Nursing for the Bachelor's Degree in Nursing AS SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1717376	Occupational Therapy Assistant AS SAC	
1486872	Public Fire Service AS SAC	
2010141	Liberal Arts: Social and Behavioral Sciences AA SAC	
1724714	Early Childhood Assistant Teacher CERT SAC	
1670329	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2471392	Adobe Web Projects for Business CERT SAC	
1091964	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2102517	Psychology for Transfer AAT SAC	
2301873	Psychology for Transfer AAT SAC	
	IGETC (Plan C) CA SAC	
2406932	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1751610	Occupational Therapy Assistant AS SAC	
1668881	Early Childhood Assistant Teacher CERT SAC	
2235490	Liberal Arts: Arts, Humanities & Communications AA SAC	Honors
	IGETC (Plan C) CA SAC	
1553585	Public Fire Service AS SAC	Honors
1897421	Liberal Arts: Mathematics and Science AA SAC	
1291501	Liberal Arts: Arts, Humanities & Communications AA SAC	
2199666	CSU GE-Breadth (Plan B) CA SAC	
2314161	Public Fire Service AS SAC	High Honors
2099102	Liberal Arts: Arts, Humanities & Communications AA SAC	
2179863	Fitness Specialist CA SAC	
1090494	Automotive Technology AS SAC	Honors
1974770	CSU GE-Breadth (Plan B) CA SAC	
2298092	Elementary Education (Pre-Professional) AA SAC	
2263269	English for Transfer AAT SAC	
2200520	Liberal Arts: Mathematics and Science AA SAC	Honors
	CSU GE-Breadth (Plan B) CA SAC	

Santa Ana College
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Summer 2020

STUDENT	MAJOR	HONORS
2235469	Liberal Arts: Arts, Humanities & Communications AA SAC	
	IGETC (Plan C) CA SAC	
2157175	Liberal Arts: Arts, Humanities & Communications AA SAC	
1228462	CSU GE-Breadth (Plan B) CA SAC	
2342885	Pre-Nursing for the Bachelor's Degree in Nursing AS SAC	Honors
	IGETC (Plan C) CA SAC	
2123384	Office Management AA SAC	
1953302	Liberal Arts: Arts, Humanities & Communications AA SAC	
1989184	Liberal Arts: Social and Behavioral Sciences AA SAC	Honors
	Preschool Child AA SAC	Honors
	Preschool Child CA SAC	
2129406	Art-Digital Media Arts AA SAC	Honors
2193774	Liberal Arts: Mathematics and Science AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2132775	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Elementary Education (Pre-Professional) AA SAC	
1876665	Computer Science AS SAC	Honors
2283030	Computer Science for Transfer AST SAC	
	IGETC (Plan C) CA SAC	
1992510	General Accounting CA SAC	
1035132	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Liberal Arts: Mathematics and Science AA SAC	
	IGETC (Plan C) CA SAC	
2257821	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2197697	Early Childhood Assistant Teacher CERT SAC	
1886907	Pharmacy Technology - Basic Option CA SAC	
2298799	Film, TV, and Electronic Media for Transfer AST SAC	Honors
	CSU GE-Breadth (Plan B) CA SAC	
2171685	Pharmacy Technology - Basic Option CA SAC	
2460367	Global Trade Skills CERT SAC	
2068196	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
1896092	English for Transfer AAT SAC	
	Business Administration AS SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2332712	Spanish/English Interpretation and Translation CERT SAC	
1896030	Liberal Arts: Mathematics and Science AA SAC	
	Fashion Merchandising AA SAC	
	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2266790	Liberal Arts: Mathematics and Science AA SAC	
	Pre-Nursing for the Bachelor's Degree in Nursing AS SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2179550	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Speech-Language Pathology Assistant AS SAC	

Santa Ana College
Student List
Summer 2020

STUDENT	MAJOR	HONORS
	CSU GE-Breadth (Plan B) CA SAC	
2406867	Pharmacy Technology - Basic Option CA SAC	
2087136	Liberal Arts: Mathematics and Science AA SAC	Honors
	Pre-Nursing for the Bachelor's Degree in Nursing AS SAC	Honors
	CSU GE-Breadth (Plan B) CA SAC	
2425435	Business Administration for Transfer AST SAC	
2205412	Liberal Arts: Mathematics and Science AA SAC	High Honors
	Physics AS SAC	High Honors
	Mathematics AS SAC	High Honors
	Computer Science AS SAC	High Honors
	Computer Science CA SAC	
	IGETC (Plan C) CA SAC	
	Programming CERT SAC	
2325032	Liberal Arts: Arts, Humanities & Communications AA SAC	
	Liberal Arts: Mathematics and Science AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2289200	Liberal Arts: Arts, Humanities & Communications AA SAC	High Honors
2308968	Liberal Arts: Arts, Humanities & Communications AA SAC	Highest Honors
	Economics for Transfer AAT SAC	Highest Honors
	Business Administration for Transfer AST SAC	Highest Honors
	IGETC (Plan C) CA SAC	
1204852	Psychology for Transfer AAT SAC	
2033551	Liberal Arts: Mathematics and Science AA SAC	
2318326	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2237049	Liberal Arts: Arts, Humanities & Communications AA SAC	
	CSU GE-Breadth (Plan B) CA SAC	
2237697	Occupational Therapy Assistant AS SAC	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College – Student Services

To:	Board of Trustees	Date: November 9, 2020
Re:	Confirmation of Associate Degrees and Certificates Awarded in Summer 2020	
Action:	Request for Approval	

BACKGROUND

A list of students who successfully completed coursework at Santiago Canyon College leading to an associate of arts degree, associate in arts for transfer degree, associate of science degree, associate in science for transfer degree, certificate of achievement, and/or certificate of proficiency for Summer 2020 is presented. Statistical tables showing degrees and certificates awarded by major are included.

ANALYSIS

Santiago Canyon College awarded 90 associate degrees, 45 associate degrees for transfer, 79 certificates of achievement and 16 certificates of proficiency in Summer 2020.

RECOMMENDATION

It is recommended that the Board of Trustees confirm the associate degrees and certificates awarded in Summer 2020 as presented.

Fiscal Impact:	None	Board Date: November 9, 2020
Prepared by:	Syed Rizvi, Vice President of Student Services	
Submitted by:	Jose Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	

Santiago Canyon College
Summer 2020 Awards

PROGRAM TITLE	Summer 2019	Summer 2020	Grand Total
ACCT: Accounting CA SCC	2		2
ACCT: Computerized Accounting CERT SCC	2		2
ACCT: General Accounting CERT SCC	63	1	64
ANTH: Anthropology AA-T SCC	2		2
APPR CA: Framing CA SCC	1		1
APPR CS: Cosmetology CA SCC	47		47
APPR EL: Industrial CA SCC	15		15
APPR EL: Sound Installer CA SCC	16		16
APPR MM: Maint Mech Appr 1 CA SCC	11		11
APPR MM: Maint Mech Appr 2 CA SCC	5		5
APPR OE: Heavy Eq/Land Oper Engin CA SCC	38		38
APPR PL: Power Lineman CA SCC	56		56
APPR SV: Chainman AS SCC	1		1
APPR SV: Chainman CA SCC	23		23
APPR SV: Chief of Party CA SCC	4		4
ART: Art AA SCC		1	1
ART: Studio Arts AA-T SCC	3	1	4
BIOL: Biology AS SCC	3	1	4
BIOL: Biology AS-T SCC	1	1	2
BIOL: Biotechnology AS SCC	1		1
BIOL: Biotechnology Biomanufacturing Technician CA SCC	2		2
BIOL: Biotechnology Lab Assistant CERT SCC	6	1	7
BUS: Business Administration AS SCC	4	1	5
BUS: Business Administration AS-T SCC	14	14	28
BUS: Business Management AS SCC		1	1
BUS: Business Management CERT SCC	18	1	19
CDEV: Child and Adolescent Development AA-T SCC	2		2
CDEV: Preschool CERT SCC	4	2	6
CDEV: The School-Age Child CERT SCC		1	1
CHEM: Chemistry AS SCC	3	1	4
CMPR: Computer Science AS SCC	2		2
CMPR: Computer Science CA SCC	3		3
COMM: Communication Studies AA-T SCC	4	5	9
COSM: Cosmetology CA SCC	23		23
COSM: Esthetician CA SCC	4		4
ECON: Economics AA SCC		1	1
ECON: Economics AA-T SCC	1	2	3
EDUC: After School Program Assistant CERT SCC	2		2
EDUC: After School Program Associate Teacher CERT SCC	2		2
EDUC: Elementary Education AA SCC	1	1	2
EDUC: Elementary Teacher Education AA-T SCC		1	1
ENGL: English AA-T SCC	1		1
GEM: Gemology AS SCC	1		1
GEM: Gemology CA SCC	5		5
GRAD: CSU General Education Breadth CA SCC	60	44	104

Santiago Canyon College
Summer 2020 Awards

PROGRAM TITLE	Summer 2019	Summer 2020	Grand Total
GRAD: IGETC General Ed Breadth CA SCC	50	26	76
HIST: History AA-T SCC	3	3	6
HUD: Infant/Toddler CERT SCC	2		2
HUD: Preschool CERT SCC	10		10
KIN: Kinesiology AA-T SCC	1	1	2
Liberal Arts: Arts, Humanities & Communication AA SCC	76	40	116
Liberal Arts: Mathematics & Sciences AS SCC	34	11	45
Liberal Arts: Multi-Cultural Studies AA SCC		1	1
Liberal Arts: Social & Behavioral Sciences AA SCC	38	26	64
MATH: Mathematics AS-T SCC	6		6
MGMT: General Management AS SCC		1	1
MGMT: Human Resource Management CERT SCC	1	3	4
MGMT: Supervision CERT SCC	1		1
MKTG: Advertising CERT SCC	4	1	5
MKTG: General Marketing CERT SCC	2	2	4
PBLC: Code Enforcement and Compliance AS SCC		1	1
PBLC: Code Enforcement Officer CERT SCC	12		12
PBLC: Construction Inspection AS SCC	1		1
PBLC: Construction Inspection CA SCC	6	1	7
PBLC: Construction Management CA SCC	2	1	3
PBLC: Environmental Management CA SCC	2		2
PHIL: Philosophy AA-T SCC	1		1
PHYS: Physics AS-T SCC	2		2
POLT: Political Science AA-T SCC	2	5	7
PSYC: Psychology AA-T SCC	8	9	17
RE: Real Estate CA SCC	1	1	2
RE: Real Estate Appraisal CERT SCC	1		1
RE: Real Estate Salesperson CERT SCC	5		5
SOC: Social Justice Studies: Gender AA-T Scc		1	1
SOC: Sociology (AA)	1		1
SOC: Sociology AA-T SCC	3	2	5
SURV: Land Surveying AS SCC	1		1
SURV: Land Surveying CA SCC	2		2
WATR: Wastewater Treatment CERT SCC	8		8
WATR: Wastewater/Envir Sanitation AS SCC	1		1
WATR: Wastewater/Envir Sanitation CA SCC	7	1	8
WATR: Water Distribution AS SCC	2	1	3
WATR: Water Distribution CA SCC	3	2	5
WATR: Water Distribution CERT SCC	8		8
WATR: Water Equip/Op/Maint CERT SCC	4	1	5
WATR: Water Treatment AS SCC	3	2	5
WATR: Water Treatment CA SCC	22	3	25
WATR: Water Treatment CERT SCC	33	2	35
WATR: Water Utility Management CERT SCC		1	1
Grand Total	825	230	1055

Summer 2020 Conferred Awards

STUDENT ID	TERM	PROGRAM TITLE	ACADEMIC HONORS	DEPARTMENTAL HONORS	PRESIDENT'S SCHOLAR
1944241	2020SU	BUS: Business Administration AS-T SCC			
2363377	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2363377	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2363377	2020SU	GRAD: CSU General Education Breadth CA SCC			
2307673	2020SU	GRAD: CSU General Education Breadth CA SCC			
2303921	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2303921	2020SU	GRAD: CSU General Education Breadth CA SCC			
1267991	2020SU	MGMT: Human Resource Management CERT SCC			
2414120	2020SU	WATR: Water Treatment AS SCC			
2240160	2020SU	GRAD: CSU General Education Breadth CA SCC			
2240160	2020SU	COMM: Communication Studies AA-T SCC			
2365512	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
1580211	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
1975766	2020SU	WATR: Water Treatment CA SCC			
2254727	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2254727	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2303985	2020SU	GRAD: CSU General Education Breadth CA SCC			
2303985	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2303985	2020SU	COMM: Communication Studies AA-T SCC			
2309219	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2309219	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2372899	2020SU	COMM: Communication Studies AA-T SCC			
2372899	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2358285	2020SU	WATR: Water Treatment CERT SCC			
2363404	2020SU	PSYC: Psychology AA-T SCC			
2363404	2020SU	GRAD: CSU General Education Breadth CA SCC			
2363404	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2277997	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2277997	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2277997	2020SU	GRAD: CSU General Education Breadth CA SCC			
2268520	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2268520	2020SU	GRAD: CSU General Education Breadth CA SCC			
2268520	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2373995	2020SU	SOC: Sociology AA-T SCC	With High Honors	✓	
1165820	2020SU	WATR: Water Equip/Op/Maint CERT SCC			
2311131	2020SU	PSYC: Psychology AA-T SCC			

Summer 2020 Conferred Awards

STUDENT ID	TERM	PROGRAM TITLE	ACADEMIC HONORS	DEPARTMENTAL HONORS	PRESIDENT'S SCHOLAR
1752158	2020SU	BUS: Business Administration AS-T SCC			
1752158	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
1752158	2020SU	GRAD: CSU General Education Breadth CA SCC			
1752158	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2319320	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2031597	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2278007	2020SU	GRAD: CSU General Education Breadth CA SCC			
2278007	2020SU	BUS: Business Administration AS-T SCC			
2278007	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2278007	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2375954	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2375954	2020SU	COMM: Communication Studies AA-T SCC			
2323920	2020SU	BUS: Business Administration AS-T SCC			
2351850	2020SU	GRAD: CSU General Education Breadth CA SCC			
2296783	2020SU	PSYC: Psychology AA-T SCC			
2005981	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2005981	2020SU	PSYC: Psychology AA-T SCC			
2346872	2020SU	ECON: Economics AA-T SCC			
2346872	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2169029	2020SU	KIN: Kinesiology AA-T SCC			
2201784	2020SU	GRAD: CSU General Education Breadth CA SCC			
1447083	2020SU	ACCT: General Accounting CERT SCC			
2290393	2020SU	Liberal Arts: Mathematics & Sciences AS SCC			
2290393	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2410724	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
1522189	2020SU	CDEV: Preschool CERT SCC			
1753854	2020SU	MKTG: Advertising CERT SCC			
1753854	2020SU	MKTG: General Marketing CERT SCC			
2214839	2020SU	BIOL: Biology AS-T SCC			
2224709	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2228575	2020SU	HIST: History AA-T SCC			
2229458	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2229458	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2229458	2020SU	SOC: Sociology AA-T SCC			
2229458	2020SU	GRAD: CSU General Education Breadth CA SCC			
2260270	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			

Summer 2020**Conferred Awards**

STUDENT ID	TERM	PROGRAM TITLE	ACADEMIC HONORS	DEPARTMENTAL HONORS	PRESIDENT'S SCHOLAR
2378576	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2339097	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2339097	2020SU	POLT: Political Science AA-T SCC			
2339097	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2339097	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2280505	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2280505	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2280505	2020SU	GRAD: CSU General Education Breadth CA SCC			
2280505	2020SU	PSYC: Psychology AA-T SCC			
2280505	2020SU	Liberal Arts: Mathematics & Sciences AS SCC			
2416847	2020SU	BUS: Business Administration AS-T SCC			
2277983	2020SU	GRAD: CSU General Education Breadth CA SCC			
2277983	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2310076	2020SU	GRAD: CSU General Education Breadth CA SCC			
2310076	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2323926	2020SU	CDEV: Preschool CERT SCC			
2414285	2020SU	WATR: Water Treatment CA SCC			
2283503	2020SU	RE: Real Estate CA SCC			
1907146	2020SU	PBLC: Construction Inspection CA SCC			
2075118	2020SU	GRAD: CSU General Education Breadth CA SCC			
1669738	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
1669738	2020SU	GRAD: CSU General Education Breadth CA SCC			
1669738	2020SU	Liberal Arts: Mathematics & Sciences AS SCC			
2188313	2020SU	POLT: Political Science AA-T SCC			
2188313	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2422462	2020SU	CDEV: The School-Age Child CERT SCC			
1375393	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
1375393	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2182967	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2182967	2020SU	ART: Art AA SCC			
2182967	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2182967	2020SU	ART: Studio Arts AA-T SCC			
2279820	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2279820	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2279820	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2201687	2020SU	GRAD: CSU General Education Breadth CA SCC			

Summer 2020**Conferred Awards**

STUDENT ID	TERM	PROGRAM TITLE	ACADEMIC HONORS	DEPARTMENTAL HONORS	PRESIDENT'S SCHOLAR
2228314	2020SU	GRAD: CSU General Education Breadth CA SCC			
2228314	2020SU	Liberal Arts: Mathematics & Sciences AS SCC			
2452840	2020SU	WATR: Water Treatment CERT SCC			
2318571	2020SU	Liberal Arts: Multi-Cultural Studies AA SCC	With Honors		
2317546	2020SU	GRAD: CSU General Education Breadth CA SCC			
2071607	2020SU	PSYC: Psychology AA-T SCC			
2184218	2020SU	GRAD: CSU General Education Breadth CA SCC			
2214325	2020SU	GRAD: CSU General Education Breadth CA SCC			
2387782	2020SU	GRAD: CSU General Education Breadth CA SCC			
2387782	2020SU	HIST: History AA-T SCC			
2387782	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2387782	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2013557	2020SU	GRAD: CSU General Education Breadth CA SCC			
2013557	2020SU	BUS: Business Administration AS-T SCC			
2013557	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
1993659	2020SU	WATR: Wastewater/Envir Sanitation CA SCC			
2370532	2020SU	GRAD: CSU General Education Breadth CA SCC			
2256808	2020SU	Liberal Arts: Mathematics & Sciences AS SCC			
2322916	2020SU	SOC: Social Justice Studies: Gender AA-T Scc			
2322916	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2322916	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC	With High Honors		
2322916	2020SU	Liberal Arts: Mathematics & Sciences AS SCC	With High Honors		
2322916	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC	With High Honors		
2026968	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2026968	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2026968	2020SU	Liberal Arts: Mathematics & Sciences AS SCC			
2026968	2020SU	GRAD: CSU General Education Breadth CA SCC			
1662387	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
1662387	2020SU	PSYC: Psychology AA-T SCC			
2301192	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2301192	2020SU	GRAD: CSU General Education Breadth CA SCC			
2125911	2020SU	WATR: Water Distribution AS SCC			
2046822	2020SU	MGMT: Human Resource Management CERT SCC			
2096315	2020SU	BUS: Business Administration AS-T SCC			
2096315	2020SU	Liberal Arts: Mathematics & Sciences AS SCC			
2096315	2020SU	GRAD: IGETC General Ed Breadth CA SCC			

Summer 2020**Conferred Awards**

STUDENT ID	TERM	PROGRAM TITLE	ACADEMIC HONORS	DEPARTMENTAL HONORS	PRESIDENT'S SCHOLAR
2096315	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2096315	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2305143	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2305143	2020SU	GRAD: CSU General Education Breadth CA SCC			
2305143	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2318190	2020SU	GRAD: CSU General Education Breadth CA SCC			
2318190	2020SU	EDUC: Elementary Teacher Education AA-T SCC			
2318190	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2238226	2020SU	GRAD: CSU General Education Breadth CA SCC			
1818875	2020SU	GRAD: CSU General Education Breadth CA SCC			
2457930	2020SU	WATR: Water Treatment CA SCC			
2255094	2020SU	GRAD: CSU General Education Breadth CA SCC			
2319331	2020SU	MGMT: Human Resource Management CERT SCC			
2362063	2020SU	POLT: Political Science AA-T SCC			
2150282	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2304130	2020SU	GRAD: CSU General Education Breadth CA SCC			
2304130	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2304130	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2306430	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2306430	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2290396	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2290396	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2290396	2020SU	POLT: Political Science AA-T SCC			
2290396	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2129692	2020SU	BUS: Business Administration AS-T SCC			
2129692	2020SU	GRAD: CSU General Education Breadth CA SCC			
2174505	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2174505	2020SU	GRAD: CSU General Education Breadth CA SCC			
2174508	2020SU	GRAD: CSU General Education Breadth CA SCC			
2322053	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC	With Highest Honors		
2322053	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC	With Highest Honors		
2315108	2020SU	GRAD: CSU General Education Breadth CA SCC			
2278983	2020SU	POLT: Political Science AA-T SCC			
2278983	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2345622	2020SU	GRAD: CSU General Education Breadth CA SCC			
2375956	2020SU	GRAD: IGETC General Ed Breadth CA SCC			

Summer 2020

Conferred Awards

STUDENT ID	TERM	PROGRAM TITLE	ACADEMIC HONORS	DEPARTMENTAL HONORS	PRESIDENT'S SCHOLAR
2372952	2020SU	ECON: Economics AA-T SCC			
2347442	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2149544	2020SU	HIST: History AA-T SCC			
2216837	2020SU	BUS: Business Administration AS-T SCC			
2367200	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2367200	2020SU	GRAD: CSU General Education Breadth CA SCC			
2216614	2020SU	BUS: Business Administration AS-T SCC			
2214033	2020SU	BIOL: Biotechnology Lab Assistant CERT SCC			
2273228	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC	With Honors		
2273228	2020SU	GRAD: CSU General Education Breadth CA SCC			
2305169	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2158408	2020SU	GRAD: CSU General Education Breadth CA SCC			
2202597	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2202597	2020SU	GRAD: CSU General Education Breadth CA SCC			
2202597	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC			
2306437	2020SU	COMM: Communication Studies AA-T SCC			
2365595	2020SU	Liberal Arts: Arts, Humanities & Communication AA SCC			
2384990	2020SU	Liberal Arts: Social & Behavioral Sciences AA SCC	With Honors		
2384990	2020SU	GRAD: IGETC General Ed Breadth CA SCC			
2366073	2020SU	BUS: Business Administration AS-T SCC	With Honors	✓	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College Division of Continuing Education

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Amendment #2 to Lease with Affordable Housing Specialist Group	
Action:	Request for Approval	

BACKGROUND

Since February 1, 2016, the Rancho Santiago Community College District, on behalf of Santiago Canyon College, has been leasing a stand-alone building for instructional and office space from Affordable Housing Specialists Group in a suitable location at 1572 North Main Street in the city of Orange. The [first amendment](#) was approved in November, 2018 which extended the lease through January, 2021. The attached Amendment #2 is to extend the lease through January 31, 2023.

ANALYSIS

The existing lease ([SCC Contract 15-025](#)) is for a stand-alone building consisting of approximately 8,400 square feet suitable for classroom space, counseling/guidance services, and administration. The lease was originally entered into as a three-year term with 2 one-year options to extend the lease a fourth and fifth year at the same rate as year three (\$14,704.07). The current 5th year lease option expires January 31, 2021 and an extension is needed to continue to provide the noncredit educational programs and services at the site. This amendment will serve as a two-year renewal of the existing lease effective February 1, 2021 through January 31, 2023 and will be funded by the California Adult Education Program (categorical program). All other terms and conditions of the original agreement will remain in full force and effect (click here to see original lease).

RECOMMENDATION

It is recommended that the Board of Trustees approve amendment #2 to lease with Affordable Housing Specialists Group as presented.

Fiscal Impact:	\$14,704.07 per month base rent (Categorical Funds)	Board Date: November 9, 2020
Prepared by:	Chrissy Gascon, Interim Executive Dean, Continuing Education Jim Kennedy, Ed.D., Vice President, Continuing Education	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor	

**Rancho Santiago Community College District
Amendment to the Lease Agreement**

The Amendment shall be incorporated and included as part of Rancho Santiago Community College District Lease Agreement dated December 15, 2015. This amendment is made as of the 1st day of October 2020 amending the following terms and conditions;

Section 1.3 Terms:

1. Rancho Santiago Community College District lease will be renewed for two (2) additional years beginning with the expiration of the current lease as of January 31, 2021 through January 31, 2023.

2. For the two-year period the rent will be \$14,704.07 per month.

Lease Addendum-Option to Extend: Paragraph 54:

1. Lessor hereby grants to Lessee the option to extend the term of the lease for two (2) additional years commencing when the prior term expires as of January 31, 2023 through January 31, 2025.
 - a. For the two-year period the rent will be \$15, 145.19 per month.

All other terms and conditions are in full force and effect.

Lessee: Rancho Santiago Community College District

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

Date: _____

Lessor: Affordable Housing Specialists Group, LLC

By: _____
Bruce Solari, Managing Member

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Community Services Program
 Santiago Canyon College & Santa Ana College

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Community Services Program at Santiago Canyon College & Santa Ana College for Spring 2021	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) and Santa Ana College (SAC) maintain a comprehensive educational Community Services Program that supports RSCCD’s vision of “providing comprehensive educational opportunities” and responds to the diverse needs of the community. As such, Community Services Programs at both campuses offer various educational and personal growth opportunities to the community through various courses and travel tours. Its inherent flexibility allows the addition or replacement of classes that have the most cost effective impact on the program and the community. The programs and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

ANALYSIS

The spring 2021 Community Services Program at Santiago Canyon College (SCC) and Santa Ana College (SAC) reflects a comprehensive effort to meet the needs of the community by maintaining quality in community education programming through the development of new courses and promoting on-going revenue generating courses. Adults and children in both college service areas have access to 315 academic and professional development courses, personal enrichment and recreational activities. This comprehensive fee based menu provides educational opportunities for students to discover, prepare, develop and pursue lifelong learning.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Community Services Program at Santiago Canyon College and Santa Ana College for Spring 2021 as presented.

Fiscal Impact:	\$10,000 revenue (estimated net income after expenses due to COVID-19)	Board Date: November 9, 2020
Prepared by:	James Kennedy, Ed.D, Vice President Continuing Education	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor	

COMMUNITY SERVICES – SPRING 2021 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Active Adults			
Government Grants – Elder Care	Carl Leiter	\$25	No Charge
Healthy Aging	Caroline Young	\$66	70/30
Genealogy Basics	Carrie Ehrfurth	\$100	70/30
Brain Health	Cyndie Koopsen	\$66	70/30
Pickleball	Diana Abruscato	\$129	60/40
Tai Chi For Balance	Kim-Yen Gil	\$99	60/40
Meditation for Everyday	Mariana Fischer-Militaru	\$25	\$35/hr.
Yoga for Every Body	Mariana Fischer-Militaru	\$45	\$35/hr.
Mature Driver	Parvin Mollakarimi	\$150	\$35/hr.
Advanced Retirement Strategies	Pure Financial Advisors	\$49	No Charge
Retirement Planning Today	Pure Financial Advisors	\$49	No Charge
Total Fitness	TBD	\$59	\$25/hr.
Drawing for Beginners	Chad Walker	\$115	25/75
Around The Home			
Itty Bitty Container Gardening	Beth Davidson	\$30	70/30
Miniature Gardens	Beth Davidson	\$39	70/30
Growing Plants	Linda Harlan	\$100	70/30
Eliminate Clutter in Your Home & Office	Nancy Miller	\$39	60/40
Furniture Upholstery	Pacino Dominguez	\$99	60/40
Auto Upholstery	Pacino Dominguez	\$125	60/40
Basic Electrical Repairs	Phil Famolaro	\$125	\$45/hr.
Advanced Electrical Repairs	Phil Famolaro	\$125	\$45/hr.
Interior Design	Sarah Smallwood	\$115	70/30
Home Improvement Repairs	Phil Famolaro	\$125	\$45/hr.
Arts & Crafts			
Terrarium Workshop	Beth Davidson	\$25	70/30
Mosaic Tiling	Beth Davidson	\$55	70/30
Art of Calligraphy	Beth Davidson	\$55	70/30
Suncatcher Workshop	Beth Davidson	\$30	70/30
Metal Stamping	Beth Davidson	\$30	70/30
Flower Plate Workshop	Beth Davidson	\$39	70/30
Dreamcatcher Workshop	Beth Davidson	\$35	70/30
Windchime Workshop	Beth Davidson	\$30	70/30
Intro to Macramé	Beth Davidson	\$30	70/30
Creative Card Making	Brigitte Burns	\$29	60/40
Beads, Crystals & Semi-Precious	Brigitte Burns	\$30	60/40
Wire-Wrapping	Brigitte Burns	\$30	60/40
Creative Greeting Cards	Brigitte Burns	\$30	60/40
One Stroke Painting	Carmen MacDonald	\$69	\$40/hr.
Face Painting	Carmen MacDonald	\$69	\$40/hr.
Silk Painting	Christine Campbell	\$99	\$35/hr.
Digital Game Artist Certificate	Christian Bradley	\$2,595	25/75
Printmaking for Fun	Deborah Goldman	\$120	\$60/40
Drawing & Painting in Pastels	Dori Dewberry	\$120	\$35/hr.
Beginner Buttercream Cake Decorating	Elizabeth Perreault	\$60	60/40
Beginner Cookie Decorating	Elizabeth Perreault	\$60	60/40
Beginner Fondant Cake Decorating	Elizabeth Perreault	\$60	60/40
Cake Decorating Combo Class	Elizabeth Perreault	\$150	60/40
Cherry Blossom Art Workshop-Outdoors	Jennifer Lee	\$35	60/40
Whimsical Still Life Workshop -Outdoors	Jennifer Lee	\$35	60/40
The Art of Balloon Twisting	Kim-Yen Gil	\$49	60/40
Spring Floral Design	Mina Asadirad	\$200	50/50
Funeral Design	Mina Asadirad	\$200	50/50

COMMUNITY SERVICES – SPRING 2021 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Arts & Crafts Continued			
Wedding Design	Mina Asadirad	\$200	50/50
Ikebana & Topiary	Mina Asadirad	\$200	50/50
Soap Making	Quayum Abdul	\$29	60/40
Candle Making	Quayum Abdul	\$29	60/40
Bath Products	Quayum Abdul	\$29	60/40
Automotive			
BAR Update	Marty Rudd	\$295	60/40
CCDET Smoke Inspection	Marty Rudd	\$175	60/40
EPA Certification	Marty Rudd	\$175	60/40
DVOM T-T-T	Marty Rudd	\$200	60/40
DEAM Certification	Marty Rudd	\$175	60/40
HVAC I & II	Marty Rudd	\$200	50/50
Electrical Transit Systems	Marty Rudd	\$200	60/40
Auto Upholstery	Paciano Dominguez	\$125	60/40
Auto Wholesale Business	Ronald Williams	\$99	60/40
Business & Careers			
Land Surveyors Test Prep	CA Land Surveyors Association	\$400/\$495	70/30
Commercial Driver Training	CTP Learning	\$850	25/75
Robotics Technician	CTP Learning	\$1,695	25/75
EKG Technician Certification	AUMT	\$750	25/75
Grant Writing Fundamentals	Linda Vallejo	\$115	70/30
Business Finance for Non-Finance Personnel	Matt Crabtree	\$115	70/30
Marketing Design Certificate	Jeremy Bratt	\$3,295	25/75
Project Manager w/CAPM & PMP Prep	Nikki Choyce	\$1,995	25/75
Solar Installation	Quayum Abdul	\$295	60/40
Administrative Assistant Fundamentals	Becky Swaim	\$115	70/30
Building Teams	Vivian Harte	\$115	70/30
Effective Business Writing	Ann Linquist	\$115	70/30
Blogging & Podcasting	Richard Mansfield	\$100	70/30
Financial Analyst Suite	Matt Crabtree	\$395	70/30
Entrepreneur Suite	Kris Solie-Johnson	\$299	70/30
Get Funny!	Joanna Sansmark	\$100	70/30
Fundamentals of Supervision & Management	Patricia Adesso	\$149	70/30
Master Public Speaking	Donna Valenti	\$115	60/40
Interpersonal Communication	Laural Bragstad	\$115	70/30
Leadership Suite	Lianna, Harte & Brown	\$395	70/30
Learn to Sell & Buy on Ebay	Shirley George Frazier	\$100	70/30
Event Planning	Cynthia Gzelak	\$199	70/30
Become a Travel Agent	Dahlia Quinonez	\$39	\$40/hr.
Airbnb Tax Perspective	Dean Ferraro	\$69	60/40
Sell Like A Pro	Dean Ferraro	\$49	60/40
How to Sell on EBay	Frances Greenspan	\$65	60/40
Spanish for Business	Gates Language	\$89	\$35/hr.
Spanish for Healthcare	Gates Language	\$125	\$35/hr.
Spanish for Justice Administration	Gates Language	\$125	\$35/hr.
Accounting Basics	Glenn Villanea	\$129	\$30/hr.
Intro/Advanced QuickBooks	Glenn Villanea	\$129	\$30/hr.
Phlebotomy Technician I Program	GMEC	\$1990	25/75
IV Therapy & Blood Withdrawal	GMEC	\$300	25/75
Ventilator Training	GMEC	\$120	25/75
Venipuncture for Technologists	GMEC	\$200	25/75
Drone Flight Piloting Skills -Fundamentals	Han John Tse	\$300	\$35/hr.
Drone Photography and Editing	Han John Tse	\$600	\$35/hr.

COMMUNITY SERVICES – SPRING 2021 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Business & Careers Continued			
Drone Video and Editing	Han John Tse	\$840	\$35/hr.
FAA Part 107 Drone Commercial License	Han John Tse	\$300	\$35/hr.
Certified Indoor Air Quality Manager	Ian Cull	\$795	25/75
Certified Indoor Environmental Prep	Ian Cull	\$895	25/75
Patient Care Technician	Jacqueline Garcia	\$2,495	25/75
Advanced Computer Aided Drafting	Jeff Covey	\$290	\$55/hr.
Become A Mystery Shopper	Jennifer Schutza	\$35	60/40
ACLS/PALS for Healthcare Professionals	Joe Mendivil/CPR4LIVINGLIFE	\$179	\$115/P
BLS/CPR for Healthcare Professionals	Joe Mendivil/CPR4LIVINGLIFE	\$45	\$35/P
Survey Mapping in Civil 3D	Jonathan Maddox	\$350	\$55/hr.
How to Start a Business in 5 Easy Steps	Julie Diebolt-Price	\$149	50/50
Monetize Websites, Blogs & Social Media	LeeAnne Krusemark	\$29	60/40
Earn Extra Money Mystery Shopping	LeeAnne Krusemark	\$29	60/40
Explore 250 Legitimate Home-Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing Business	LeeAnne Krusemark	\$15	60/40
Beginner's Guide to Getting Published	LeeAnne Krusemark	\$29	60/40
Explore 50 Different Self-Publishing Options	LeeAnne Krusemark	\$29	60/40
Beginner's Guide to Starting a FREE Blog	LeeAnne Krusemark	\$29	60/40
Meet the Publisher	LeeAnne Krusemark	\$15	60/40
Intro to Screenwriting	LeeAnne Krusemark	\$15	60/40
Writing Blogs, Magazines & Websites	LeeAnne Krusemark	\$15	60/40
Save Money with Extreme Couponing	LeeAnne Krusemark	\$15	60/40
Protect Your Property with Patents, Trademarks	Michael Rounds	\$39	60/40
Build Your Own Website	Michael Rounds	\$39	60/40
Intro to Podcasting	Michael Rounds	\$39	60/40
Start Gift Basket Business	Shirley George Frazier	\$115	70/30
Become A Floral Designer	Mina Asadirad	\$70	60/40
Digital Court Reporting	Merritt Gilbert	\$1,595	70/30
Digital Court Reporter	Merritt Gilbert	\$795	70/30
Start A Home-based Business	Nancy Miller	\$39	60/40
Federal Court Interpreter	Nestor Wagner	\$2,395	70/30
Become A Notary Public	NPS Inc.	\$95	60/40
Renewing Your Notary	NPS, Inc.	\$49	60/40
Loan Signing Agent	NPS, Inc.	\$95	60/40
Legal Documents in Time Crisis	NPS, Inc.	\$99	60/40
Child Visitation Monitoring	NPS, Inc.	\$325	60/40
QuickBooks Series	Scott Paxton	\$199	70/30
Small Business Bookkeeping & Taxes	Phil Famolaro	\$125	\$45/hr.
Architectural Drafting	Phil Famolaro	\$125	\$45hr.
Human Resource Management	Smith & Nevers	\$299	70/30
Voice-Overs	Such A Voice	\$29	60/40
Introduction to Voiceovers	Voices for All	\$29	60/40
Water Certification Continuing Ed. Units	TBD	\$2,400	\$55/hr.
College For Kids			
SAT Prep Series	Benjamin Gialloredo	\$199	70/30
Gardening with Toddlers	Beth Davidson	\$25	70/30
Cooking with Toddlers/Kinders	Beth Davidson	\$30	70/30
Kid's Creative Arts – After School	Beth Davidson	\$25	70/30
Spanish for Kids	Gates Language	\$85	\$35/hr.
Kid's Martial Arts	John Bishop	\$60	60/40
Balloon Twisting for Kids	Kim-Yen Gil	\$120	60/40
Party Tricks for Kids	Kim-Yen Gil	\$120	60/40
Science Forces for Kids	Mad Science	\$99	60/40
Sensational Senses	Mad Science	\$99	60/40

COMMUNITY SERVICES – SPRING 2021 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
College For Kids Continued			
Crazy Chemworks	Mad Science	\$125	60/40
Nasa Space Academy	Mad Science	\$160	60/40
Basic Math Skills	Mary Alice Perez	\$89	\$35/hr
Early Composition & Illustration	Mary Alice Perez	\$59	60/40
ABC's Phonics & Me	Mary Alice Perez	\$59	60/40
Early Reader	Phyllis Neal	\$89	\$30/hr.
Reading Development & Comprehension	Phyllis Neal	\$89	\$30/hr.
Study Skills for Kids	Phyllis Neal	\$35	\$30/hr.
English Composition	Phyllis Neal	\$59	\$30/hr.
Algebra (Grades 7-10)	Trizzie Hyunh	\$129	\$30/hr.
Algebra I (Grades 8-11)	Trizzie Hyunh	\$129	\$30/hr.
Geometry (Grades 9-11)	Trizzie Hyunh	\$129	\$30/hr.
Pre-Algebra (Grades 7-8)	Trizzie Hyunh	\$129	\$30/hr.
ACT/SAT Test Prep	Trizzie Hyunh	\$129	\$30/hr.
SAT 2 Test Prep –Math & Science	Trizzie Hyunh	\$129	\$30/hr.
Online Driver's Education	Bay Area Driving School	\$25/\$45	50/50
Computers			
Microsoft Office Suite	Chad Wambolt	\$324	70/30
Basic Computer Skills	Dave Paquin	\$115	70/30
Computer Basics	Glenn Villanea	\$69	\$30/hr.
Computer Proficiency Combo Class	Glenn Villanea	\$299	\$30/hr.
Intro to Microsoft Windows	Glenn Villanea	\$69	\$30/hr.
Managing Computer Files, E-Mail, Calendar	Glenn Villanea	\$69	\$30/hr.
Microsoft Word –Part I/Part II	Glenn Villanea	\$69	\$30/hr.
MS Excel –Part I/Part II	Glenn Villanea	\$129	\$30/hr.
PowerPoint	Glenn Villanea	\$69	\$30/hr.
iPhones iPads & I'm Lost	Robert Cohen	\$49	50/50
Marketing with Facebook & Social Media	Robert Cohen	\$49	50/50
Python Developer	Nat Dunn	\$995	70/30
Intro to SQL	Mava Wilson	\$115	70/30
Court Mandated			
VC 14601.1 Suspended License Program	Barry Reed	\$295	50/50
Behavior Modification Court Mandated Courses	Diane Martin	\$325	\$50/hr.
Alcohol & Drug Awareness	Dennis Donovan	\$50	80/20
DEJ Deferred Dismissal	Diego Fuentes	\$295	50/50
Anger Management	Kelly Huynh	\$325	50/50
Life Skills	Michael Doudna	\$295	50/50
Victim Impact	Michael Doudna	\$295	50/50
Petty Theft	Michael Doudna	\$295	50/50
Culinary Arts			
Lose Weight & Keep It Off	Donna Acosta	\$100	70/30
Low-Fat & Quick Meals	Donna Acosta	\$100	70/30
Cooking Up Cultures	Gate Team	\$100	60/40
Start Your Own Edible Garden	Katie Powell-Lee	\$115	70/30
Food, Nutrition & Health	Koopsen & Young	\$66	70/30
Dance			
Ballroom Dance	Ashley Fletcher	\$59	60/40
Country Line Dance	Jeanne Estrin	\$60	50/50
Adult Ballet	Jeanne Estrin	\$75	50/50
Adult Tap Dance	Jeanne Estrin	\$55	50/50
Caribbean & Latin Dance	Miguel Figueroa	\$79	60/40

COMMUNITY SERVICES – SPRING 2021 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Dance Continued			
Social Salsa	Miguel Figueroa	\$79	60/40
Salsa Beginning	Salomon Rivera	\$69	60/40
Belly Dance	Stella McKenzie	\$59	60/40
Health, Fitness & Beauty			
Restorative Yoga	Alexandra Boggio	\$99	60/40
Yoga for Relaxation & Renewal	Alexandra Boggio	\$99	60/40
Essential Oils	Beth Davidson	\$25	30/70
Yoga Certification	Brittany Fay	\$250	60/40
Handling Medical Emergencies	Bryan Scypers	\$115	70/30
Basic First Aid	California Caregiver	\$65	50/50
Adult, Child, Infant, CPR	California Caregiver	\$65	50/50
Home Care Aid Training	California Caregiver	\$250	50/50
Tai Chi	Donna Valenti	\$79	60/40.
Open Court Badminton	Chi Tran	\$49/\$69	60/40
Mindfulness – Stress Reduction	Donna Valenti	\$80	60/40
Mindfulness & Meditation	Donna Valenti	\$59	60/40
Sintonia Yoga	John Bishop	\$60	60/40
Adult Martial Arts	John Bishop	\$95	60/40
Women's Self-Defense	John Bishop	\$75	60/40
Feng Shui & Chinese Astrology	Kim-Yen Gil	\$59	60/40
Infectious Diseases & Infection Control	Koopsen & Young	\$78	70/30
Musical Therapy & Sound Healing	Koopsen & Young	\$48	70/30
Women's Health	Knoopsen & Young	\$240	71/30
Zumba	Salomon Rivera	\$25	60/40
Chakra Yoga	Shahrzad Nasrabadi	\$60	60/40
Food & Exercise Detox	Shahrzad Nasrabadi	\$60	60/40
Reduce Acid Reflux	Shahrzad Nasrabadi	\$60	60/40
How to Avoid Cancer	Shahrzad Nasrabadi	\$60	60/40
Sports Conditioning	Varies	\$15	50/50
Language			
Spanish for Beginners	Gates Language.	\$89	\$35/hr.
Mandarin for Beginners	Gates Language	\$89	\$35/hr.
French for Beginners	Gates Language	\$89	\$35/hr.
Chinese –Mandarin for Beginners	Grace Chou	\$99	\$30/hr.
Fast Fun French	Katherine Watson	\$59	60/40
Español Uno/Dos/Tres	Rigoberto Barreto	\$99	\$30/hr.
Language on the Go	Rigoberto Barreto	\$99	\$30/hr.
Medical Medical Billing			
Insurance Billing Certificate	Kris Patterson	\$150	60/40
Start A Medical Billing Service	Kris Patterson	\$25	60/40
Medical Front Office Certificate	Kris Patterson	\$35	60/40
Money Matters			
Estate Planning for Everyone	Jalon O'Connell	\$49	No Charge
Investment Boot camp	Jalon O'Connell	\$49	No Charge
Mutual Funds & Annuities Explained	Jalon O'Connell	\$49	No Charge
Stocks, Bonds and Mutual Funds	Jalon O'Connell	\$49	No Charge
Understanding Stocks and Bonds	Jalon O'Connell	\$49	No Charge
Basic Investing	Jason Micheli	\$39/\$59	60/40
Investing in the Stock Market	Jason Micheli	\$39/\$59	60/40
Investment Strategies	Jason Micheli	\$39/\$59	60/40
Successful Money Management	Kirsten Iseminger	\$100	70/30

COMMUNITY SERVICES – SPRING 2021 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Money Matters Continued			
Manage Your Money	Lee & Olson	\$25	No Charge
Financial Independence	Lee & Olson	\$25	No Charge
Estate Planning	Lee & Olson	\$25	No Charge
Women and Retirement	Lee & Olson	\$25	No Charge
Where Does All My Money Go!	Matt Crabtree	\$100	70/30
Stock, Bonds & Investing	Matt Crabtree	\$100	70/30
Stock Trading	Matt Crabtree	\$299	70/30
Modern Retirement	Pinnacle Financial	\$29	60/40
Savvy Social Security Retirement	Pinnacle Financial	\$29	60/40
Music			
Introduction to Guitar	Edward Burns	\$100	70/30
Music Made Easy	Marianne Muraswski	\$100	70/30
SCC Community Chorale	Lee Lee Truong-Sawicki	\$60	\$25/hr.
Beginning & Intermediate Guitar	Ron Gorman	\$99	50/50
Beginning & Intermediate Ukulele	Ron Gorman	\$99	50/50
Online Workshops			
Internet & Basic Computer Literacy	Education To Go	\$115	\$75
Web Page Design, Graphics & Multimedia	Education To Go	\$115	\$75
Computer Troubleshooting & Networking	Education To Go	\$115	\$75
Computer Programming	Education To Go	\$115	\$75
Design & Composition	Education To Go	\$115	\$75
Digital Photography & Digital Video	Education To Go	\$115	\$75
Languages (various)	Education To Go	\$115	\$75
Writing Courses	Education To Go	\$115	\$75
Entertainment Industry	Education To Go	\$115	\$75
Business Planning & Sales	Education To Go	\$115	\$75
Business Marketing & Accounting	Education To Go	\$115	\$75
Finance, Wealth & Career Building	Education To Go	\$115	\$75
Family, Parenting & Child Care	Education To Go	\$115	\$75
Personal Development	Education To Go	\$115	\$75
Healthcare & Medical	Education To Go	\$115	\$75
College Readiness	Education To Go	\$115	\$75
Online Classes & Workshops	LERN UGotClass	Varied	50/50
Online Career Training Programs			
Arts, Media & Design	Gatlin Education	\$1795	\$300
Business, Professional & Industry	Gatlin Education	\$1795	\$300
Construction, Environment & Trade	Gatlin Education	\$1795	\$300
Health & Fitness	Gatlin Education	\$1795	\$300
Hospitality	Gatlin Education	\$1795	\$300
IT & Software Development	Gatlin Education	\$1795	\$300
Language	Gatlin Education	\$1795	\$300
Management & Corporate	Gatlin Education	\$1795	\$300
Real Estate			
Buying Your First Home	Sandy Flores	\$25	60/40
Getting The Best Home Loan	Sandy Flores	\$25	60/40
Real Estate Investment	Gustavo Duran	\$69	60/40
Fix & Flip	Sandy Flores	\$25	60/40
Real Estate Investing	Joshua Fuhrer	\$100	70/30

COMMUNITY SERVICES – SPRING 2021 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Special Interest			
Basic Digital Cameras	Julie Diebolt-Price	\$69	50/50
Introduction to Digital Photography	Julie Diebolt-Price	\$149	50/50
Intermediate/Advanced Digital Photography	Julie Diebolt-Price	\$99	50/50
Nigh Photography Magic	Julie Diebolt-Price	\$89	50/50
Outdoor Photography	Julie Diebolt-Price	\$89	50/50
Travel			
Cursing 101	Dahlia Quinonez	\$29	60/40
Become A Travel Agent	Dahlia Quinonez	\$42	60/40
Travel Do's & Don'ts	Dahlia Quinonez	\$29	60/40
A Day in Santa Barbara	Good Times Travel	\$59/\$199	10/90
Arrowhead Lake Escape	Good Times Travel	\$59/\$199	10/90
Covered Wagon Tour & Cookout	Good Times Travel	\$59/\$199	10/90
Escape to Coronado	Good Times Travel	\$59/\$199	10/90
Escape to Palm Springs	Good Times Travel	\$59/\$199	10/90
Julian Apple Pie & Gold	Good Times Travel	\$59/\$199	10/90
LA Murder Mystery & Scandal	Good Times Travel	\$59/\$199	10/90
Myths & Legends of the San Andreas Fault	Good Times Travel	\$59/\$199	10/90
Poppies & Pussycats	Good Times Travel	\$59/\$199	10/90
San Diego Balboa Park	Good Times Travel	\$59/\$199	10/90
San Diego Safari Park	Good Times Travel	\$59/\$199	10/90
San Diego Sights & Sail	Good Times Travel	\$59/\$199	10/90
San Diego Zoo	Good Times Travel	\$59/\$199	10/90

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Community Services Program**
Santiago Canyon College & Santa Ana College

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Professional Services Agreement between California Caregiver Academy and RSCCD on behalf of Santa Ana College & Santiago Canyon College Community Services Programs	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) and Santa Ana College (SAC) maintain a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. As such, Community Services Programs at both campuses offer various educational and personal growth opportunities to the community through numerous courses and travel tours. Its inherent flexibility allows the addition or replacement of classes that have the most cost-effective impact on the program and the community. The programs and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

ANALYSIS

The Santa Ana College & Santiago Canyon College Community Services Programs will partner with Seyed Reza Mohtashemi, Reza Global, LLC dba California Caregiver Academy to offer health and safety workshops. The term of this agreement will be effective from the day of execution of the agreement through December 31, 2025.

RECOMMENDATION

It is recommended that the Board of Trustees approve the professional services agreement between California Caregiver Academy and RSCCD on behalf of Santa Ana College & Santiago Canyon College Community Services Programs as presented.

Fiscal Impact:	\$15,000 (estimated net income after expenses)	Board Date: November 9, 2020
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College & Santiago Canyon College, School of Continuing Education	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez., Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santa Ana College-Community Services Program and Seyed Reza Mohtashemi, Reza Global, LLC dba California Caregiver Academy, having its principal business address located at 1927 Harbor Blvd, Suite A, # 371, Costa Mesa, CA, 92627 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 January 01, 2021, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2025 (“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 a hundred thousand Dollars (\$100,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Santa Ana College - Community Services Program
Program Coordinator
1530 W. 17th Street
Santa Ana, CA 92706

Contractor: California Caregiver Academy
Seyed Reza Mohtashemi
1927 Harbor Blvd, Suit A, #371
Costa Mesa, CA 92627

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

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

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

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

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

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

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

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

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

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that

Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

CONTRACTOR



BY: _____
Signature of Authorized Person

Print Name: __Seyed Reza Mohtashemi

Print Title: __owner - Manager

Date: ____/____/____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

TRAINING PROGRAMS

INITIAL 5-Hour HOME-CARE AIDE TRAINING:

This program is designed for home care providers who want to have the 5-hour initial training requirements of California Assembly Bill No. 1217 CHAPTER 790 – “Home Care Services Consumer Protection Act”

Health & Safety Code Section 1796.44-1796.45.

The AB1217 Home Care Services Consumer Protection Act, signed and passed by California Governor, Jerry Brown and became a law in October, 2013. The Act has stricter requirement now and all Home Care Agencies must comply. For Caregivers, Licensing and Training requirements effective January 01, 2016.

Two Hours of Orientation training regarding his/her role as a Caregiver and the applicable terms of employment.

Three hours of Safety Training including basic safety precautions, emergency procedures, and infection control.

Topics Include:

- Introduction to Home Care
- Roles and duties of a HCA, and a Guide to Being a Companion Homemaker
- Medical Emergencies and Emergency Preparedness
- Infection Control and Blood borne Pathogens
- Fall Prevention

EXPANDED 10-Hour HOME-CARE AIDE TRAINING

The California Home Care Aide Continuing Education Program is designed to meet needs to both initial and continuing educations training.

Topics include:

- Introduction to Home Care
- Roles and duties of a HCA, and a Guide to Being a Companion Homemaker
- Medical Emergencies and Emergency Preparedness
- Infection Control and Blood borne Pathogens
- Fall Prevention
- Communication Skills
- HIPAA for Caregivers
- Understanding and Reporting Elder Abuse and Neglect
- Nutrition and Meal Preparation for Older Adults
- Helping Someone Who Uses a Wheelchair; Including Walkers, Crutches and Canes

CPR & Basic First Aid Certification Training

You'll learn to perform one-person CPR, CPR with rescue breaths, Hands Only CPR, how to administer CPR as part of a 2 rescuer team, and how to administer a shock from an AED. You will learn why CPR is important, how to administer it, and what to expect while you are providing CPR to a victim. Students will learn the following subjects during CPR class:

1. How to identify the victim's problem and need help
2. How to identify choking
3. How make sure the scene is safe
4. How to take the position to make compression and giving rescue breaths
5. How to check to chest in comping up
6. How hard the compression should be and steps of CPR

Designed to help non-medical professionals provide assistance in times of crisis, our courses allow you to gain an understanding of first aid best practices for a wide range of conditions, including:

- Asthma emergencies
- Burns
- Diabetic emergencies
- Environmental emergencies
- Poisoning
- Stroke
- Anaphylaxis
- Choking
- External bleeding
- Heart Attack
- Neck, head and spinal injuries
- Seizure

Independent Contractor agrees to provide services at the times, dates, and locations as specified in the Presenter Schedule.

Pay Rate: A 6% administrative fee will be deducted from the gross income prior to the standard split of 50/50, with 50% of the net income payable to the presenter, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of test, etc., may be deducted when appropriate.) The District will issue the Independent Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. Independent Contractors are responsible for their own taxes.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ <input style="width: 40px; height: 20px; border: none; border-bottom: 1px solid black;" type="text"/> / <input style="width: 40px; height: 20px; border: none; border-bottom: 1px solid black;" type="text"/> / <input style="width: 40px; height: 20px; border: none; border-bottom: 1px solid black;" type="text"/>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**Secretary of State
Statement of Information
(Limited Liability Company)**

A2/BC

LLC-12

17-429368

FILED
Secretary of State
State of California

MAR 06 2017

21/20/PC
This Space For Office Use Only

IMPORTANT — Read instructions before completing this form.

Filing Fee - \$20.00

Copy Fees – Face Page \$1.00 & .50 for each attachment page;
Certification Fee - \$5.00

1. Limited Liability Company Name
REZA GLOBAL, LLC

2. 12-Digit Secretary of State File Number
201705310148

3. State or Place of Organization (only if formed outside of California)

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box 1927 HARBOR BLVD, #371	City (no abbreviations) COSTA MESA	State CA	Zip Code 92627
b. Mailing Address of LLC, if different than item 4a	City (no abbreviations)	State	Zip Code
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box	City (no abbreviations)	State CA	Zip Code

5. Manager(s) or Member(s)
If no *managers* have been appointed or elected, provide the name and address of each *member*. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b SEYED	Middle Name	Last Name MOHTASHEMI	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 1927 HARBOR BLVD, #371	City (no abbreviations) COSTA MESA	State CA	Zip Code 92627

6. Agent for Service of Process
Item 6a and 6b: If the agent is an individual, the agent must reside in California and Item 6a and 6b must be completed with the agent's name and California address. Item 6c: If the agent is a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and Item 6c must be completed (leave Item 6a-6b blank).

a. California Agent's First Name (if agent is not a corporation) NICHOLAS	Middle Name D.	Last Name MYERS	Suffix
b. Street Address (if agent is not a corporation) - Do not list a P.O. Box 4 EXECUTIVE CIRCLE, SUITE 100	City (no abbreviations) IRVINE	State CA	Zip Code 92614
c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete item 6a or 6b			

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
BUSINESS CONSULTING

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
b. Address			
City (no abbreviations)		State	Zip Code

9. The information contained herein, including any attachments, is true and correct.

0-24-17 NICHOLAS D. MYERS AUTH. PERSON [Signature]

Date Type or Print Name of Person Completing the Form Title Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: [NICHOLAS D. MYERS]

Company: MYERS BERSTEIN LLP

Address: 4 EXECUTIVE CIRCLE, SUITE 100

City/State/Zip: [IRVINE, CA 92614]



Ernest J. Dronenburg, Jr.
County of San Diego
Recorder/County Clerk
www.sdarcc.com

FBN# 2017-9027565



Nov 08, 2017 12:28 PM
FILED
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY CLERK
FEES: \$42.00 PAGES: 1
Expires: Nov 08, 2022

FICTITIOUS BUSINESS NAME STATEMENT

FEE SCHEDULE

FILING:	\$42.00	(Includes one business name and one business owner on statement)
ADDITIONAL OWNER(S):	\$5.00	(Fee is exempt to include the name of a spouse when transacting business as a married couple)
ADD BUSINESS NAME(S):	\$5.00	(Fee applies to additional business names on statement at the same location)
ADDITIONAL COPIES:	\$2.00	(Additional \$1.00 fee for a certification of copy)

All information on this statement is public information and is required to appear in the newspaper pursuant to Business and Professions Code 17913.

(1) FICTITIOUS BUSINESS NAME(S):

a. California Caregiver Academy & Senior CARE Referral
Print Fictitious Business Name(s)

b. _____
Print Fictitious Business Name(s)

(2) LOCATED AT: 501 W Broadway suit 800, San Diego, CA, USA, 92101
Physical Business Address (No P.O. Box or Postal Mailbox Facilities) City State County Zip Code

1927 Harbor Blvd. suit A, # 371, Costa Mesa, CA, 92627
Mailing Address (if different from above) City State Zip Code

(3) REGISTRANT INFORMATION: (Individual, Corp., LLC, Gen. Partner, etc.)

a. REZA GLOBAL, LLC
Print Full Complete Name (e.g. First, Middle, Last or Corp./LLC)

501 W Broadway suit 800, San Diego, CA, 92101
Residence Address, if Corp. or LLC enter physical address (No P.O. Box or Postal Mailbox Facilities) City State Zip Code

CALIFORNIA
If Corporation or LLC - Print State of Incorporation/Organization

b. _____
Print Full Complete Name (e.g. First, Middle, Last or Corp./LLC)

Residence Address, if Corp. or LLC enter physical address (No P.O. Box or Postal Mailbox Facilities) City State Zip Code

If Corporation or LLC - Print State of Incorporation/Organization

(4) THIS BUSINESS IS CONDUCTED BY: (Please check one)

- A. Individual
- B. Married Couple
- C. General Partnership
- D. Limited Partnership
- E. Joint Venture
- F. Corporation
- G. Trust
- H. Co-Partners
- I. Limited Liability Company
- J. Limited Liability Partnership
- K. Unincorporated Association-Other than a Partnership
- L. State or Local Registered Domestic Partners

(5) REGISTRANT FIRST COMMENCED TO TRANSACT BUSINESS UNDER THE ABOVE NAME(S) AS OF (MM/DD/YYYY): ____/____/____ (Cannot be a future date)
 CHECK HERE IF THE REGISTRANT HAS NOT YET BEGUN TO TRANSACT BUSINESS UNDER THE NAME(S) ABOVE

I declare that all information in this statement is true and correct. (A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).)

(6) Print Name of Registrant: REZA GLOBAL, LLC
(Print name as it appears above on the statement)

Signature of Registrant: _____

Print Name of Signor: Seyed Reza MOHTASHEMI (If Corporation or LLC) Print Title of Person Signing: President (If Corporation or LLC)

This statement was filed with the San Diego Recorder/County Clerk as indicated by the file stamp above.

NOTICE: IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS (5) FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE)

Rancho Santiago Comm Coll District
 Bank Code: 92 District Funds

Board Meeting of 11/09/20
 Check Registers Submitted for Approval
 Checks Written for Period 10/14/20 Thru 10/26/20

AP0020
 Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68472	General Fund Unrestricted	0.00	555.00	-555.00	92*0539444	92*0539444
68608	General Fund Unrestricted	6,574.75	0.00	6,574.75	92*0542144	92*0542161
68609	General Fund Unrestricted	2,252,601.91	0.00	2,252,601.91	92*0542162	92*0542199
68615	General Fund Unrestricted	164,377.34	0.00	164,377.34	92*0542214	92*0542281
68622	General Fund Unrestricted	7,422.70	0.00	7,422.70	92*0542369	92*0542395
68628	General Fund Unrestricted	81,493.93	0.00	81,493.93	92*0542312	92*0542368
Total Fund 11 General Fund Unrestricted		\$2,512,470.63	\$555.00	\$2,511,915.63		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68609	General Fund Restricted	676,254.55	0.00	676,254.55	92*0542165	92*0542204
68615	General Fund Restricted	1,567,003.51	0.00	1,567,003.51	92*0542211	92*0542285
68628	General Fund Restricted	7,256.06	0.00	7,256.06	92*0542313	92*0542366
Total Fund 12 General Fund Restricted		<u><u>\$2,250,514.12</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,250,514.12</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68566	GF Unrestricted One-Time Func	0.00	3.40	-3.40	92*0541006	92*0541006
68609	GF Unrestricted One-Time Func	16,106.46	0.00	16,106.46	92*0542163	92*0542201
68615	GF Unrestricted One-Time Func	29,248.05	0.00	29,248.05	92*0542210	92*0542265
68628	GF Unrestricted One-Time Func	57,763.67	0.00	57,763.67	92*0542316	92*0542365
Total Fund 13 GF Unrestricted One-Time		\$103,118.18	\$3.40	\$103,114.78		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68610	Child Development Fund	982.62	0.00	982.62	92*0542205	92*0542205
68616	Child Development Fund	9,429.00	0.00	9,429.00	92*0542286	92*0542287
68627	Child Development Fund	202.11	0.00	202.11	92*0542311	92*0542311
Total Fund 33 Child Development Fund		\$10,613.73	\$0.00	\$10,613.73		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68611	Capital Outlay Projects Fund	925.00	0.00	925.00	92*0542206	92*0542206
68617	Capital Outlay Projects Fund	47,905.60	0.00	47,905.60	92*0542288	92*0542293
68626	Capital Outlay Projects Fund	56,177.75	0.00	56,177.75	92*0542308	92*0542310
Total Fund 41 Capital Outlay Projects Fun		<u>\$105,008.35</u>	<u>\$0.00</u>	<u>\$105,008.35</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68618	Bond Fund, Measure Q	51,891.60	0.00	51,891.60	92*0542294	92*0542299
68625	Bond Fund, Measure Q	56,603.26	0.00	56,603.26	92*0542306	92*0542307
Total Fund 43 Bond Fund, Measure Q		<u>\$108,494.86</u>	<u>\$0.00</u>	<u>\$108,494.86</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68612	Property and Liability Fund	262.97	0.00	262.97	92*0542207	92*0542207
68619	Property and Liability Fund	30,641.48	0.00	30,641.48	92*0542300	92*0542301
Total Fund 61 Property and Liability Fund		<u><u>\$30,904.45</u></u>	<u><u>\$0.00</u></u>	<u><u>\$30,904.45</u></u>		

Checks Written for Period 10/14/20 Thru 10/26/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68613	Workers' Compensation Fund	6,235.63	0.00	6,235.63	92*0542208	92*0542208
68620	Workers' Compensation Fund	9,437.31	0.00	9,437.31	92*0542302	92*0542302
68624	Workers' Compensation Fund	488.50	0.00	488.50	92*0542305	92*0542305
Total Fund 62 Workers' Compensation Fu		<u>\$16,161.44</u>	<u>\$0.00</u>	<u>\$16,161.44</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68614	Student Financial Aid Fund	21,682.00	0.00	21,682.00	92*0542209	92*0542209
68621	Student Financial Aid Fund	1,474.00	0.00	1,474.00	92*0542303	92*0542303
68623	Student Financial Aid Fund	284,343.00	0.00	284,343.00	92*0542304	92*0542304
Total Fund 74 Student Financial Aid Fund		<u>\$307,499.00</u>	<u>\$0.00</u>	<u>\$307,499.00</u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	2,511,915.63
Total Fund 12 General Fund Restricted	2,250,514.12
Total Fund 13 GF Unrestricted One-Time Fund	103,114.78
Total Fund 33 Child Development Fund	10,613.73
Total Fund 41 Capital Outlay Projects Fund	105,008.35
Total Fund 43 Bond Fund, Measure Q	108,494.86
Total Fund 61 Property and Liability Fund	30,904.45
Total Fund 62 Workers' Compensation Fund	16,161.44
Total Fund 74 Student Financial Aid Fund	307,499.00
Grand Total:	<u><u>\$5,444,226.36</u></u>

Checks Written for Period 10/14/20 Thru 10/26/20

<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>
1A2010317	SAC Diversified Agency Fund	1,740.25	0.00	1,740.25	1A*0002396	1A*0002396
1A2010424	SAC Diversified Agency Fund	5,303.33	0.00	5,303.33	1A*0002397	1A*0002398
Total 1A SAC Diversified Agency Fund		<u><u>\$7,043.58</u></u>	<u><u>\$0.00</u></u>	<u><u>\$7,043.58</u></u>		

Checks Written for Period 10/14/20 Thru 10/26/20

<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>
1B2010317	SAC Bookstore Fund	63,211.35	3,468.08	59,743.27	1B*0002614	1B*0002632
1B2010424	SAC Bookstore Fund	27,292.74	14,868.00	12,424.74	1B*0002633	1B*0002639
Total 1B SAC Bookstore Fund		<u><u>\$90,504.09</u></u>	<u><u>\$18,336.08</u></u>	<u><u>\$72,168.01</u></u>		

Checks Written for Period 10/14/20 Thru 10/26/20

<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>
1C2010317	SAC Community Education Fund	865.45	0.00	865.45	1C*0001281	1C*0001283
1C2010424	SAC Community Education Fund	673.76	0.00	673.76	1C*0001284	1C*0001286
Total 1C SAC Community Education Fund		<u><u>\$1,539.21</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,539.21</u></u>		

Checks Written for Period 10/14/20 Thru 10/26/20

<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>
1R2010424	SAC Representation Fee Fund	49,549.00	0.00	49,549.00	1R*0001036	1R*0001036
Total 1R SAC Representation Fee Fund		<u><u>\$49,549.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$49,549.00</u></u>		

Checks Written for Period 10/14/20 Thru 10/26/20

<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>
1S2010317	SAC Associated Students Fund	1,604.54	0.00	1,604.54	1S*0001742	1S*0001745
1S2010424	SAC Associated Students Fund	169.29	0.00	169.29	1S*0001746	1S*0001746
Total 1S SAC Associated Students Fund		<u>\$1,773.83</u>	<u>\$0.00</u>	<u>\$1,773.83</u>		

Checks Written for Period 10/14/20 Thru 10/26/20

<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>
1T2010317	SAC Diversified Trust Fund	36,923.17	23.04	36,900.13	1T*0002025	1T*0002034
1T2010424	SAC Diversified Trust Fund	718.99	0.00	718.99	1T*0002035	1T*0002037
Total 1T SAC Diversified Trust Fund		<u>\$37,642.16</u>	<u>\$23.04</u>	<u>\$37,619.12</u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	7,043.58
Total Fund 1B SAC Bookstore Fund	72,168.01
Total Fund 1C SAC Community Education Fu	1,539.21
Total Fund 1R SAC Representation Fee Func	49,549.00
Total Fund 1S SAC Associated Students Fun	1,773.83
Total Fund 1T SAC Diversified Trust Fund	37,619.12
Grand Total:	<u><u>\$169,692.75</u></u>

Checks Written for Period 10/14/20 Thru 10/26/20

<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>
2A2010424	SCC Diversified Agency Fund	35.56	0.00	35.56	2A*0001833	2A*0001833
2A2010526	SCC Diversified Agency Fund	2,520.01	0.00	2,520.01	2A*0001834	2A*0001835
Total 2A SCC Diversified Agency Fund		<u><u>\$2,555.57</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,555.57</u></u>		

Checks Written for Period 10/14/20 Thru 10/26/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B2010424	SCC Bookstore Fund	17,561.36	6,652.69	10,908.67	2B*0002340	2B*0002344
2B2010526	SCC Bookstore Fund	36,786.38	0.00	36,786.38	2B*0002345	2B*0002349
Total 2B SCC Bookstore Fund		<u>\$54,347.74</u>	<u>\$6,652.69</u>	<u>\$47,695.05</u>		

Checks Written for Period 10/14/20 Thru 10/26/20

<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>
2C2010424	SCC Community Education Fund	151.80	0.00	151.80	2C*0001218	2C*0001218
Total 2C SCC Community Education Fund		<u><u>\$151.80</u></u>	<u><u>\$0.00</u></u>	<u><u>\$151.80</u></u>		

Checks Written for Period 10/14/20 Thru 10/26/20

<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>
2R2010424	SCC Represenation Fee Fund	5,722.00	0.00	5,722.00	2R*0001038	2R*0001038
Total 2R SCC Represenation Fee Fund		<u>5,722.00</u>	<u>\$0.00</u>	<u>5,722.00</u>		

Checks Written for Period 10/14/20 Thru 10/26/20

<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>
2S2010526	SCC Associated Students Fund	7,500.00	0.00	7,500.00	2S*0001457	2S*0001457
Total 2S SCC Associated Students Fund		<u>7,500.00</u>	<u>0.00</u>	<u>7,500.00</u>		

Checks Written for Period 10/14/20 Thru 10/26/20

<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>
2T2010424	SCC Diversified Trust Fund	107.84	0.00	107.84	2T*0001551	2T*0001551
2T2010526	SCC Diversified Trust Fund	7,040.39	0.00	7,040.39	2T*0001552	2T*0001552
Total 2T SCC Diversified Trust Fund		<u>\$7,148.23</u>	<u>\$0.00</u>	<u>\$7,148.23</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	2,555.57
Total Fund 2B SCC Bookstore Fund	47,695.05
Total Fund 2C SCC Community Education Fu	151.80
Total Fund 2R SCC Represenation Fee Fund	5,722.00
Total Fund 2S SCC Associated Students Fun	7,500.00
Total Fund 2T SCC Diversified Trust Fund	7,148.23
Grand Total:	<u><u>\$70,772.65</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/14/2020 To 10/27/2020
Board Meeting on 11/09/2020**

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	27,294	
2000	CLASSIFIED SALARIES		724
3000	EMPLOYEE BENEFITS	37	
4000	SUPPLIES & MATERIALS	2,640	
5000	OTHER OPERATING EXP & SERVICES		205,539
6000	CAPITAL OUTLAY	176,292	
Total Transfer Fund 11		\$206,263	\$206,263
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		43,613
2000	CLASSIFIED SALARIES	189,512	
3000	EMPLOYEE BENEFITS	42,475	
4000	SUPPLIES & MATERIALS		96,204
5000	OTHER OPERATING EXP & SERVICES	250,109	
6000	CAPITAL OUTLAY		342,279
Total Transfer Fund 12		\$482,096	\$482,096
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
1000	ACADEMIC SALARIES	17,711	
2000	CLASSIFIED SALARIES		20,207
3000	EMPLOYEE BENEFITS	2,496	
4000	SUPPLIES & MATERIALS	1,200	
5000	OTHER OPERATING EXP & SERVICES		1,200
Total Transfer Fund 13		\$21,407	\$21,407
<u>Fund 41: Capital Outlay Projects Fund</u>			
6000	CAPITAL OUTLAY		215,800
7900	RESERVE FOR CONTINGENCIES	215,800	
Total Transfer Fund 41		\$215,800	\$215,800
<u>Fund 79: Diversified Trust Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		18,500
7900	RESERVE FOR CONTINGENCIES	18,500	
Total Transfer Fund 79		\$18,500	\$18,500

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/14/2020 To 10/27/2020
Board Meeting on 11/09/2020**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	1,088,681	
8600	STATE REVENUES	(444,825)	
8800	LOCAL REVENUES	(191,200)	
1000	ACADEMIC SALARIES		15,595
2000	CLASSIFIED SALARIES		531,529
3000	EMPLOYEE BENEFITS		165,120
4000	SUPPLIES & MATERIALS		(65,175)
5000	OTHER OPERATING EXP & SERVICES		(222,935)
6000	CAPITAL OUTLAY		62,661
7000	OTHER OUTGO		137,446
7900	RESERVE FOR CONTINGENCIES		(171,585)
Total Transfer Fund 12		\$452,656	\$452,656
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	5,500	
8600	STATE REVENUES	114,000	
7000	OTHER OUTGO		119,500
Total Transfer Fund 74		\$119,500	\$119,500

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 10/14/2020 To 10/27/2020
Board Meeting on 11/09/2020

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>		
BCLUT7RHQO 10/15/20		
5000 OTHER OPERATING EXP & SERVICES		175,000
6000 CAPITAL OUTLAY	175,000	
Total Reference BCLUT7RHQO	\$175,000	\$175,000
Reason: Adjustment		
Description: To process professional service agreement		
BCQH5ZICBG 10/22/20		
1000 ACADEMIC SALARIES	27,294	
3000 EMPLOYEE BENEFITS	5,529	
5000 OTHER OPERATING EXP & SERVICES		32,823
Total Reference BCQH5ZICBG	\$32,823	\$32,823
Reason: Adjustment		
Description: Fund Huy Do with Waterman vaca		
BC4LBD7OS3 10/14/20		
5000 OTHER OPERATING EXP & SERVICES	310,000	
6000 CAPITAL OUTLAY		310,000
Total Reference BC4LBD7OS3	\$310,000	\$310,000
Reason: Special Project Adjustment		
Description: Welding equipment		
BCEVSGDXJY 10/14/20		
4000 SUPPLIES & MATERIALS		62,300
6000 CAPITAL OUTLAY	62,300	
Total Reference BCEVSGDXJY	\$62,300	\$62,300
Reason: Special Project Adjustment		
Description: Instructional supplies		
BCHYMLSNEP 10/22/20		
2000 CLASSIFIED SALARIES	45,000	
3000 EMPLOYEE BENEFITS	15,336	
5000 OTHER OPERATING EXP & SERVICES		5,000
6000 CAPITAL OUTLAY		55,336
Total Reference BCHYMLSNEP	\$60,336	\$60,336
Reason: Special Project Adjustment		
Description: To create PRs.		
BCSPX3C1IB 10/14/20		
2000 CLASSIFIED SALARIES	34,945	
3000 EMPLOYEE BENEFITS	21,288	
6000 CAPITAL OUTLAY		56,233
Total Reference BCSPX3C1IB	\$56,233	\$56,233
Reason: Special Project Adjustment		
Description: Moving funds to 6410 equipment account		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUDGET BOARD REPORT- ATTACHMENT

From 10/14/2020 To 10/27/2020

Board Meeting on 11/09/2020

BUDGET TRANSFERS		From	To
Fund 12: General Fund Restricted			
BCYFNXK1TD	10/14/20		
2000	CLASSIFIED SALARIES	26,258	
3000	EMPLOYEE BENEFITS	3,742	
5000	OTHER OPERATING EXP & SERVICES	3,750	
6000	CAPITAL OUTLAY		33,750
Total Reference BCYFNXK1TD		\$33,750	\$33,750
Reason:	Special Project Adjustment		
Description:	To cover drones FMR		
B026766	10/22/20		
6000	CAPITAL OUTLAY		141,600
7900	RESERVE FOR CONTINGENCIES	141,600	
Total Reference B026766		\$141,600	\$141,600
Reason:	New Budget		
Description:	Exterior site improvement at SCC, SP#3637		
B026767	10/22/20		
6000	CAPITAL OUTLAY		74,200
7900	RESERVE FOR CONTINGENCIES	74,200	
Total Reference B026767		\$74,200	\$74,200
Reason:	New Budget		
Description:	SAC Student Housing Project, SP#3636		
BC0ZH5OIQP	10/23/20		
5000	OTHER OPERATING EXP & SERVICES		5,000
7900	RESERVE FOR CONTINGENCIES	5,000	
Total Reference BC0ZH5OIQP		\$5,000	\$5,000
Reason:	Adjustment		
Description:	Conference expense increase		
BCCQKHJP1T	10/14/20		
5000	OTHER OPERATING EXP & SERVICES		13,500
7900	RESERVE FOR CONTINGENCIES	13,500	
Total Reference BCCQKHJP1T		\$13,500	\$13,500
Reason:	Special Project Adjustment		
Description:	Special project adjustment		

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
Fund 12: General Fund Restricted			
B026752	10/14/20		
8600	STATE REVENUES	36,180	
1000	ACADEMIC SALARIES		17,141
2000	CLASSIFIED SALARIES		8,774
3000	EMPLOYEE BENEFITS		4,085
5000	OTHER OPERATING EXP & SERVICES		6,180
Total Reference B026752		\$36,180	\$36,180
Reason:	New Budget		
Description:	SP2587 California Education Learning Lab year 1 new budget 20-21 SAC		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 10/14/2020 To 10/27/2020
Board Meeting on 11/09/2020

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
B026753	10/15/20		
8600	STATE REVENUES	(12,812)	
1000	ACADEMIC SALARIES		39,540
2000	CLASSIFIED SALARIES		3,349
3000	EMPLOYEE BENEFITS		(19,926)
4000	SUPPLIES & MATERIALS		(15,194)
5000	OTHER OPERATING EXP & SERVICES		(20,581)
Total Reference B026753		\$(12,812)	\$(12,812)
Reason:	New Budget		
Description:	New budget SP2230 SAC DSPS		
B026754	10/20/20		
8100	FEDERAL REVENUES	297,601	
1000	ACADEMIC SALARIES		9,239
2000	CLASSIFIED SALARIES		133,777
3000	EMPLOYEE BENEFITS		51,393
4000	SUPPLIES & MATERIALS		15,421
5000	OTHER OPERATING EXP & SERVICES		80,771
7000	OTHER OUTGO		7,000
Total Reference B026754		\$297,601	\$297,601
Reason:	New Budget		
Description:	SP1743 Upward Bound Math & Science year 4 new budget 20-21 SCC		
B026755	10/20/20		
8100	FEDERAL REVENUES	297,601	
1000	ACADEMIC SALARIES		17,691
2000	CLASSIFIED SALARIES		167,076
3000	EMPLOYEE BENEFITS		77,162
4000	SUPPLIES & MATERIALS		3,050
5000	OTHER OPERATING EXP & SERVICES		26,822
7000	OTHER OUTGO		5,800
Total Reference B026755		\$297,601	\$297,601
Reason:	New Budget		
Description:	SP1748 Upward Bound Veterans Program year 4 new budget 20-21 SAC		
B026762	10/20/20		
8600	STATE REVENUES	30,776	
4000	SUPPLIES & MATERIALS		2,000
5000	OTHER OPERATING EXP & SERVICES		16,776
6000	CAPITAL OUTLAY		12,000
Total Reference B026762		\$30,776	\$30,776
Reason:	Special Project Adjustment		
Description:	CTE Data Unlocked PY grant subcontractors underspent funds		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 10/14/2020 To 10/27/2020
Board Meeting on 11/09/2020

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
B026763	10/21/20		
8600	STATE REVENUES	33,761	
1000	ACADEMIC SALARIES		(27,387)
2000	CLASSIFIED SALARIES		(628)
3000	EMPLOYEE BENEFITS		(15,047)
4000	SUPPLIES & MATERIALS		20,000
5000	OTHER OPERATING EXP & SERVICES		(10,905)
6000	CAPITAL OUTLAY		4,666
7000	OTHER OUTGO		63,062
Total Reference B026763		\$33,761	\$33,761
Reason:	New Budget		
Description:	New budget #2250 SCC EOPS		
B026770	10/23/20		
8100	FEDERAL REVENUES	(29,750)	
1000	ACADEMIC SALARIES		(9,227)
3000	EMPLOYEE BENEFITS		(2,109)
4000	SUPPLIES & MATERIALS		(1,000)
7000	OTHER OUTGO		(17,414)
Total Reference B026770		\$(29,750)	\$(29,750)
Reason:	Delete Budget		
Description:	Delete Budget #1241 CDTC		
BC5UOSWTQN	10/27/20		
8600	STATE REVENUES	(139,116)	
2000	CLASSIFIED SALARIES		(134,473)
3000	EMPLOYEE BENEFITS		(2,143)
5000	OTHER OPERATING EXP & SERVICES		(2,500)
Total Reference BC5UOSWTQN		\$(139,116)	\$(139,116)
Reason:	Special Project Adjustment		
Description:	Project reduction for FY 20-21		
BC63L49JSM	10/23/20		
8100	FEDERAL REVENUES	(25,000)	
5000	OTHER OPERATING EXP & SERVICES		(25,000)
Total Reference BC63L49JSM		\$(25,000)	\$(25,000)
Reason:	Adjustment		
Description:	Adjust budget for CAMP Aid/CARES		
BC92V0CXDU	10/19/20		
8100	FEDERAL REVENUES	430,487	
2000	CLASSIFIED SALARIES		271,086
3000	EMPLOYEE BENEFITS		105,592
4000	SUPPLIES & MATERIALS		2,505
5000	OTHER OPERATING EXP & SERVICES		49,114
7000	OTHER OUTGO		2,190
Total Reference BC92V0CXDU		\$430,487	\$430,487
Reason:	New Budget		
Description:	Talent Search year 3 new budget		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUDGET BOARD REPORT- ATTACHMENT

From 10/14/2020 To 10/27/2020

Board Meeting on 11/09/2020

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
BCGV06QD4W	10/27/20		
8600	STATE REVENUES	(43,566)	
5000	OTHER OPERATING EXP & SERVICES		(43,566)
Total Reference BCGV06QD4W		\$(43,566)	\$(43,566)
Reason:	Special Project Adjustment		
Description:	Sept 2020 PA Modification - SAC		
BCH9SZ850O	10/19/20		
8600	STATE REVENUES	43,566	
4000	SUPPLIES & MATERIALS		4,551
5000	OTHER OPERATING EXP & SERVICES		12,520
6000	CAPITAL OUTLAY		26,495
Total Reference BCH9SZ850O		\$43,566	\$43,566
Reason:	Special Project Adjustment		
Description:	Sept 2020 PA Modification - SAC		
BCNR034LA9	10/15/20		
8600	STATE REVENUES	(100,000)	
4000	SUPPLIES & MATERIALS		(8,395)
5000	OTHER OPERATING EXP & SERVICES		(116,405)
7000	OTHER OUTGO		24,800
Total Reference BCNR034LA9		\$(100,000)	\$(100,000)
Reason:	Special Project Adjustment		
Description:	Various equity transfers 2548 FY20-21		
BCRW9DZE30	10/14/20		
8800	LOCAL REVENUES	(191,200)	
1000	ACADEMIC SALARIES		2,446
2000	CLASSIFIED SALARIES		(1,560)
3000	EMPLOYEE BENEFITS		(20,501)
7900	RESERVE FOR CONTINGENCIES		(171,585)
Total Reference BCRW9DZE30		\$(191,200)	\$(191,200)
Reason:	Adjustment		
Description:	FY20-21 Adopted Budget: HealthCare		
BCWM9YI60A	10/19/20		
8600	STATE REVENUES	(270,718)	
2000	CLASSIFIED SALARIES		(18,000)
3000	EMPLOYEE BENEFITS		(1,660)
4000	SUPPLIES & MATERIALS		(84,755)
5000	OTHER OPERATING EXP & SERVICES		(183,803)
6000	CAPITAL OUTLAY		17,500
Total Reference BCWM9YI60A		\$(270,718)	\$(270,718)
Reason:	Special Project Adjustment		
Description:	1920 Sept 2020 Modified PA SAC		
BCXM9C26ES	10/27/20		
8100	FEDERAL REVENUES	100,000	
2000	CLASSIFIED SALARIES		88,470
3000	EMPLOYEE BENEFITS		7,684
5000	OTHER OPERATING EXP & SERVICES		3,846
Total Reference BCXM9C26ES		\$100,000	\$100,000
Reason:	New Budget		
Description:	New budget CARES ACT Grant		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 10/14/2020 To 10/27/2020
Board Meeting on 11/09/2020

BUDGET INCREASES AND DECREASES

Fund 74: Student Financial Aid Fund

			Revenue	Appropriation
BCGXLIQ93U	10/23/20			
8100	FEDERAL REVENUES		25,000	
7000	OTHER OUTGO			25,000
Total Reference BCGXLIQ93U			\$25,000	\$25,000
Reason:	Adjustment			
Description:	CAMP CARES Aid Grant Adjustment			
BCO3WIEML2	10/15/20			
8600	STATE REVENUES		100,000	
7000	OTHER OUTGO			100,000
Total Reference BCO3WIEML2			\$100,000	\$100,000
Reason:	Adjustment			
Description:	CAMP CARES Aid Grant Adjustment			

RECOMMENDATION

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

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Contract Renewal with SchoolsFirst Federal Credit Union to Provide ATM Services throughout the District	
Action:	Request for Approval	

BACKGROUND

The District and the Rancho Santiago Community College District Foundation (RSCCDF) originally contracted with SchoolsFirst Federal Credit Union (Previously Orange County Teachers Federal Credit Union) in 2003 to install and provide Automated Teller Machines (ATM) at Santiago Canyon College, Santa Ana College and at the District office. That contract term was extended in 2007 through 2012. The District entered into a new contract in October 2012 with a renewal approved in October 2015, which expired October 2020.

ANALYSIS

SchoolsFirst Federal Credit Union has provided ATM services for 17 years and the District has been pleased with the service, providing for convenient access to staff, students and the community. The monthly commission of 50% of the total surcharge revenue is allocated based on the usage at each particular ATM location. It is now necessary to initiate a renewal of the agreement to maintain consistency and convenience for which the community, students, staff and faculty have appreciated.

RECOMMENDATION

It is recommended the Board of Trustees approve the five-year contract renewal with SchoolsFirst Federal Credit Union to provide ATM services throughout the District as presented.

Fiscal Impact:	Estimated \$10,000 in yearly revenue	Board Date: November 9, 2020
Prepared by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**Addendum No. 02 to the
ATM Site License and Service Agreement
Between
Rancho Santiago Community College District and
SchoolsFirst Federal Credit Union**

This Addendum No. 02 to the ATM Site License and Service Agreement (“Addendum No. 02”) is made as of October 23, 2020 by and between Rancho Santiago Community College District (“Customer”) and SchoolsFirst Federal Credit Union, (“SchoolsFirst FCU”). Customer and SchoolsFirst FCU are also sometimes referred to individually as a “party” and together as “parties.” Capitalized terms not otherwise defined herein shall have their respective meaning as set forth in the Agreement, as defined below.

RECITALS

WHEREAS, Customer and SchoolsFirst FCU are parties to the ATM Site License and Service Agreement dated October 23, 2012 (“Agreement”); and

WHEREAS, the Initial Term of the Agreement was for three (3) years, ending on October 22, 2015; and

WHEREAS, the parties previously agreed to a subsequent Renewal Term of five (5) years, ending October 22, 2020; and

WHEREAS, Customer and SchoolsFirst FCU desire to extend the Agreement for an additional Renewal Term;

NOW THEREFORE, in consideration of the promises, covenants and representations set forth herein, and other good and valuable consideration, the parties hereto acknowledge and agree as follows:

1. The parties agree to renew the Agreement for a subsequent Renewal Term of five (5) years, starting October 23, 2020 and ending October 22, 2025. Subsequent renewals shall be upon the written consent of both parties.
2. Section 2.0 (Term) is amended in its entirety to re-insert language unintentionally omitted by previously adopted addenda:

“2.0 Term.

This Agreement shall be in full force and effect for a period of three (3) years commencing on the Effective Date, (herein called “Initial Term”), subject to termination as hereinafter set forth. Renewal of this Agreement, (each, a “Renewal Term”), shall be upon mutual written consent of the parties. In the event the Agreement is not renewed, Customer shall surrender possession of the ATM and all related equipment (the “ATM System”) in good order and condition, reasonable wear and tear by use and damage by elements as expected. SchoolsFirst FCU, at its sole cost and expense, shall remove the ATM System and return Customer’s facilities to the condition to be mutually agreed upon between the parties.”

This Addendum No. 02 together with the Agreement and any applicable addenda shall be the complete and exclusive statement of the arrangement between the parties as to the subject matter of the Agreement, and shall be binding upon each of the parties hereto, their respective successors and to the extent permitted their assigns. Neither this Addendum No. 02 nor the Agreement can be amended or otherwise modified, except as agreed to in writing by each of the parties hereto.

The parties signing below agree to the above and intend to be legally bound. Notwithstanding any statute, regulation, or other rule of law, a signature provided by facsimile or other electronic copy will be deemed

to be an original signature, and this Addendum may be executed in counterparts, and all counterparts taken together will be regarded as one and the same instrument.

**Rancho Santiago Community College
District**

Signature

Adam M. O'Connor

Print Name

Interim Vice Chancellor, Business
Operations/Fiscal Services

Title

Date

SchoolsFirst Federal Credit Union

Signature

Print Name

Title

Date

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Amendment to Sponsorship Agreement with Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company	
Action:	Request for Approval	

BACKGROUND

The District was previously in a five-year Sponsorship Agreement with the Pepsi Bottling Group that ended October 2019. That Sponsorship Agreement granted exclusive rights for installing and maintaining soft drink vending, fountain, bottle and can refrigerators for use in the retail outlets located on District premises. That Sponsorship Agreement generated revenue for the District in the form of sales commissions, rebates, sponsorship funding, scholarship funding, sustainability funds, marketing, product donation and an athletic sideline program. Total fiscal impact over the five years was \$563,100.

On October 14, 2019, the Board of Trustees was presented with a new five-year agreement with The Pepsi Bottling Group and a proposed sponsorship of \$385,000 disbursed in annual allotments over the term of the agreement. Also, provided was an annual \$3,000 scholarship fund, an annual sustainability fund of \$1,500, a \$10,000 annual flex spending fund, commissions on vending sales, and \$1,800 in free product annually in turn for having exclusive rights within the District. That agreement was not approved, and though the agreement was considered again on December 9, 2019 and February 3, 2020, it still was not approved. An amendment with an expiration date of December 31, 2020 including a minimum revenue of \$62,500 was approved at the February 24, 2020 Board of Trustees meeting.

ANALYSIS

Upon execution of the amendment, the consequences of COVID-19 pandemic required the closure of the colleges. Without students, faculty and staff on the campuses, it was impossible to reach the expected sales under this agreement and also prohibited the ability to conduct a Request for Proposal (RFP) for services under a new long-term agreement without current sales data. The Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, has agreed to a second amendment (“Amendment”) to the Sponsorship Agreement to extend through December 31, 2021 at a reduced base rate of 60% per year (\$37,500) plus additional rebates if sales exceed a minimum threshold. During this period, assuming the colleges reopen for instruction and sales volumes increase, the District intends to conduct an RFP for beverage services and exclusive pouring rights with the goal of a new contract in place by January 2022.

RECOMMENDATION

It is recommended the Board of Trustees approve the Amendment to the Sponsorship Agreement with Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located in Aliso Viejo, California, as presented.

Fiscal Impact:	Minimum revenue of \$37,500 per year	Board Date: November 9, 2020
Prepared by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

AMENDMENT #1

THIS AMENDMENT ("Amendment") to the Sponsorship Agreement is effective October 5, 2020 (the "**Effective Date**") by and between **BOTTLING GROUP, LLC**, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 27717 Aliso Creek Road, Aliso Viejo, CA 92656 ("**Pepsi**") and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, with its principal place of business at 2323 N. Broadway, Santa Ana, CA 92706 (the "**District**").

WHEREAS, Pepsi and the District are parties to the Sponsorship Agreement commencing on October 1, 2014 (the "**Agreement**"); and

WHEREAS, Customer has been temporarily closed or otherwise limited in their sale of the Products due to the Covid-19 pandemic;

WHEREAS, Pepsi and the District wish to modify certain terms of the Agreement to include the following and memorialize the same in writing.

NOW, THEREFORE, in consideration of these premises and the covenants herein contained, it is hereby agreed that, the Term of the Agreement is extended without interruption upon its existing terms and conditions, except as otherwise provided hereunder, through December 31, 2021. The period between October 1, 2019 and December 31, 2021 shall be referred to as the "**Extended Term**", together with the original Term, the "**Term**"). In addition, the District acknowledges and agrees that as it relates to the period October 1, 2019 through December 31, 2021 of the Extended Term, Pepsi will provide funding to the District at a prorated basis, with such prorated amount based upon the number of months in the Extended Term.

Section 7. CONSIDERATION. is hereby amended with the following:

- A. Annual Sponsorship Fees – for the period October 1, 2019 – December 31, 2020
The Annual Sponsorship Fees originally scheduled to be paid at Sixty-Two Thousand Five Hundred US Dollars (\$62,500) shall be reduced to Thirty-Seven Thousand Five Hundred US Dollars (\$37,500), payable within sixty (60) days of the signing of this Amendment by both parties. The Annual Sponsorship Fees are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the District's failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 10.D. herein.

In addition to the Annual Sponsorship Fees for the period October 1, 2019 – December 31, 2020, Pepsi shall provide the District with special rebates during the applicable period and will calculate the total number of eligible Cases and Gallons purchased by the District and its Food Service Provider (the "**Special Rebates**"). Pepsi shall calculate the total number of Cases and Gallons purchased above Eight Thousand Two Hundred Forty-Three cases (8,243) and shall provide the District with a special rebate of \$4.54 on all Cases/Gallons (herein called "**units**"). The Special Rebates shall be payable to the District within sixty (60) days after the December 31, 2020, up to an amount not to exceed Twenty-Five Thousand US Dollars (\$25,000).

- B. Annual Sponsorship Fees – for the period January 1, 2021 – December 31, 2021
The Annual Sponsorship Fees for the applicable period shall be Thirty-Seven Thousand Five Hundred US Dollars (\$37,500) payable within sixty (60) days of the signing of this Amendment by both parties. The Annual Sponsorship Fees are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the District's failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 10.D. herein.

In addition to the Annual Sponsorship Fees for the period January 1, 2021 – December 31, 2021, Pepsi shall provide the District with special rebates during the applicable period and will calculate

the total number of eligible Cases and Gallons purchased by the District and its Food Service Provider (the “*Special Rebates*”). Pepsi shall calculate the total number of Cases and Gallons purchased above Eight Thousand Two Hundred Forty-Three cases (8,243) and shall provide the District with a special rebate of \$4.54 on all Cases/Gallons (herein called “*units*”). The Special Rebates shall be payable to the District within sixty (60) days after the end of the applicable period, up to an amount not to exceed Twenty-Five Thousand US Dollars (\$25,000).

Section 19. FORCE MAJEURE. The Force Majeure section is hereby deleted in its entirety and replaced with the following:

No party will be responsible to the other for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impracticable resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, pandemic, epidemic, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of the parties unless such contingency is specifically excluded in another part of this Agreement (“*Force Majeure Event*”). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party’s ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event that the District’s performance is temporarily suspended pursuant to a Force Majeure Event, District’s funding obligations will be suspended for the duration of District’s nonperformance. Once the District resumes performance or in the event District is able to perform some, but not all of its obligations herein, any fixed, advanced, or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

Each party represents and warrants to the other that it has the authority to enter into and perform under this Amendment; and that the execution and performance under this Amendment will not violate any agreements with, or rights of, any third party. This Amendment may be amended or modified only by a writing signed by each of the parties.

Except as may be expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Pepsi and the District have caused this Amendment to be executed by the authorized persons set forth below.

BOTTLING GROUP, LLC

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Name: Adam M. O’Connor

Name: _____

Title: Interim Vice Chancellor

Title: _____

Date: _____

Date: _____

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Amendment to Agreement with MTGL, Inc. – Geotechnical Testing and Inspection Consulting Services for the Johnson Student Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement for additional geotechnical testing and inspections services. On January 12, 2019, the Board of Trustees approved an agreement with MTGL, Inc. for geotechnical testing and inspection consulting services for the new Johnson Student Center project at Santa Ana College. To see the original agreement, please [click here](#).

Additional services are required to continue geotechnical soils testing, soils inspection requirements, and environmental soils testing during construction activities as a result of unforeseen underground utility conflicts, high moisture soil mitigation and remediation at building foundations, relocation of abandoned utilities, re-compaction of soils, and revisions to the design of site utilities.

Geotechnical testing and inspection services are required by the California Administrative Code (Title 24, Part 1) during the construction phase. The Division of State Architect (DSA) Form 103, Listing of Structural Tests and Special Inspections, summarizes the geotechnical tests and inspections required for the project. The geotechnical tests and special inspections noted on the form are those that will be performed by the Geotechnical Engineer of Record. MTGL, Inc. will continue as the geotechnical engineer of record and will provide oversight of geotechnical soils testing, soils inspection requirements, and environmental soils testing during the construction activities.

ANALYSIS

The amendment is to increase the contract by \$25,000. The revised total contract amount is \$152,100. The District has reviewed the fee and it is reasonable and within industry standards. This project is funded by Measure Q Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with MTGL, Inc. – Geotechnical Testing and Inspection Consulting Services for the Johnson Student Center at Santa Ana College as presented.

Fiscal Impact:	\$25,000	Board Date: November 9, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 11/9/20

Project: Johnson Student Center

Site: **Santa Ana College**

Consultants: **MGTL, Inc.**

Type of Service: Geotechnical Testing, Special Inspections, and Environmental Consultant Services

Agreement Summary	Amount	Reimbursables	Start	Duration End
Original Contract Amount	\$126,100.00	\$1,000.00	12/6/2018	6/30/2021
Amendment #1	\$25,000.00			6/30/2021
Total Agreement Amount	\$152,100.00			

AGREEMENT NO: 0323.00/ DESCRIPTION:

Amendment #1 for additional geotechnical testing and inspection consulting services.

This agreement #0323.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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

Contract End Date: **6/30/2021**

FIRST AMENDMENT TO GEOTECHNICAL TESTING AND INSPECTIONS CONSULTANT SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10th** day of **NOVEMBER** in the year **2020**, between **MTGL INC**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0323.00 entered into on December 6, 2018 to provide geotechnical testing and inspection and soils import/export testing consulting services for the Johnson Student Center at Santa Ana College. Please amend the AGREEMENT to include the following:
1. By adding geotechnical soils testing, soils inspection requirements, and environmental soils testing during construction activities per the attached Exhibit A; and
 2. By increasing the AGREEMENT amount by TWENTY-FIVE THOUSAND DOLLARS (\$25,000) from ONE HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED DOLLARS AND NO/100 (\$127,100), for a total AGREEMENT amount of ONE HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED DOLLARS AND NO/100 (\$152,100).
- B. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0323.00, effective December 6, 2018, shall remain in full force and effect.

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

MTGL, INC.

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

By _____

By _____

Print Name _____

Adam O'Connor

Title _____

Interim Vice Chancellor, Business Operations and
Fiscal Services

Date _____

Date _____

COPIES TO:

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

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

EXHIBIT "A"

Geotechnical Soil Testing, Soils Inspection, and Environmental Soils Testing

Additional services are required to continue geotechnical soils testing, soils inspection requirements, and environmental soils testing during construction activities caused by unforeseen underground utility conflicts, high moisture soil mitigation and remediation at building foundations, relocation of abandoned utilities and re-compaction of soils, and revisions to the design of site utilities.

***Total Not-To-Exceed Fee \$25,000**

** Construction oversight service hourly rates are based on the pre-approved rates identified under Agreement 0323.00*

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Amendment to Agreement with Linik Corporation - Construction Management Services for Johnson Student Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On May 16, 2016, the Board of Trustees approved an agreement with Linik Corporation for construction management services for the construction of the Johnson Student Center at Santa Ana College. Construction of the Johnson Student Center project is now anticipated to be complete in the spring of 2021 as a result of unforeseen underground delays and design revisions to elevator tower #2. An extension of time is required to continue with oversight of the contractor's construction activities, construction progress, manage construction costs, and assist in the Division of the State Architect's closeout and building certification process. To see the original agreement, please [click here](#).

ANALYSIS

The services covered by this agreement commenced on May 17, 2016 and the new end date has been extended from December 31, 2020 to December 31, 2021. There are no additional costs for this amendment. The agreement amount remains based on a not to exceed fee of \$1,724,870.

This agreement is funded by Measure Q.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with Linik Corporation - Construction Management Services for Johnson Student Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: November 9, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 11/9/20

Project: Johnson Student Center

Site: **Santa Ana College**

Consultants: Linik Corporation

Type of Service: Construction Management Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$1,706,870.00	\$18,000.00	5/17/2016		12/31/2020
Amendment #1					12/31/2021
Total Agreement Amount	\$1,724,870.00				

AGREEMENT NO 0191.00/ DESCRIPTION:

Amendment #1 for an extension of time only.

This agreement #0191.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

12/31/2021

FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

THIS AMENDMENT to AGREEMENT is made this 10th day of **NOVEMBER** in the year **2020**, between **LINK CORPORATION**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0191.00 entered into on May 16, 2016 to provide Construction Management Services for the Johnson Student Center at Santa Ana College. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from December 31, 2020 to be through December 31, 2021.
- B. Due to the COVID-19 pandemic, this Amendment 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 amendment and applicable to entirety of said agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this amendment, signifies the parties mutual consent to conduct transactions electronically for the remainder of the duration of the agreement terms. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0191.00, effective May 17, 2016, shall remain in full force and effect.

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

LINK CORPORATION

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

By _____

By _____

Print Name _____

Adam M O'Connor

Title _____

Interim Vice Chancellor, Business Operations and
Fiscal Services

Date _____

Date _____

Agreement No. 0191.01
Board Approval: November 9, 2020
Purchase Order: PO 16-P0041058

COPIES TO:

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

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

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Amendment to Agreement with Alta Environmental – Hazardous Materials Construction Monitoring Services for the Johnson Student Center (Building U) Demolition at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On September 24, 2018, the Board of Trustees approved an agreement with Alta Environmental for the Johnson Student Center (Building U) demolition and new construction project at Santa Ana College. To see the original agreement, please [click here](#).

As part of the District’s due diligence process, a hazardous material survey was completed during the planning and design phase of the project to identify any hazardous materials within the old Johnson building. Additional asbestos piping materials is anticipated at the South Service Road between Buildings B and J, south of the new building. Alta Environmental is contracted to provide an asbestos investigation, conduct background asbestos air sampling, provide air monitoring during the asbestos removal, and provide an environmental closeout report. The amendment will allow Alta to continue work when needed to not cause delays for asbestos testing.

The District is required to comply with proper oversight, handling, management and monitoring of hazardous materials abatement work according to all applicable laws and regulations, including the California Code of Regulations (CCR), the Division of Occupational Safety and Health of California (Cal/OSHA) and the Air Quality Management District (AQMD). Alta Environmental continues to provide these services for the project and has extensive experience with hazardous materials surveys, air monitoring services, development of specifications, and ensuring compliance with applicable laws and regulations for the monitoring and abatement work at educational facilities during construction

ANALYSIS

The services covered by this agreement commenced September 25, 2018 and the new end date has been extended from December 31, 2020 to June 30, 2021. The agreement remains based on a not to exceed fee of \$167,927. This agreement is funded by Measure Q.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with Alta Environmental – Hazardous Materials Construction Monitoring Services for the Johnson Student Center (Building U) Demolition at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: November 9, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 11/9/20

Project: Johnson Student Center (Building U) Demolition

Site: Santa Ana College

Consultants: **Alta Environmental**

Type of Service: Hazardous Material Construction Monitoring Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$33,228.00	\$1,000.00	9/25/2018		12/31/2019
Amendment #1	\$118,699.00				12/31/2019
Amendment #2	\$15,000.00				12/31/2020
Amendment #3					6/30/2021
Total Agreement Amount	\$167,927.00				

AGREEMENT NO 0304.00/ DESCRIPTION:

Amendment #3 for an extension of time only.

This agreement #0304.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

6/30/2021

THIRD AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10th** day of **NOVEMBER** in the year **2020**, between **ALTA ENVIRONMENTAL** hereinafter referred to as **“CONSULTANT”**, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as **“DISTRICT”**.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0304.00 entered into on September 25, 2018 and amended on February 25, 2019 and December 9, 2019 for **HAZARDOUS MATERIALS CONSTRUCTION MONITORING SERVICES for the JOHNSON STUDENT CENTER at Santa Ana College**. Please amend the AGREEMENT to include the following:
 - A. By extending the contract completion date from December 31, 2020 to be through June 30, 2021.
2. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
3. Except as amended herein, the terms and conditions of AGREEMENT 0304.00 effective September 25, 2018, shall remain in full force and effect.

ALTA ENVIRONMENTAL

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____
Print Name _____
Title _____
Date _____
Email _____

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

Agreement No. 0304.03
Board Approval: November 9, 2020
Purchase Order: 19-P005400

COPIES TO:

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

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	November 9, 2020
Re:	Approval of Amendment to Agreement with Architectural Testing, Inc. – Building Enclosure Commissioning Services for the Science Center at Santa Ana College		
Action:	Request for Approval		

BACKGROUND

This is an amendment to an existing agreement for additional services and time. On January 14, 2019, the Board of Trustees ratified an agreement with Architectural Testing, Inc. for building enclosure commissioning (“BECx”) services for the Science Center at Santa Ana College. Building enclosure commissioning includes review of all materials, components, systems and assemblies intended to provide shelter and environmental separation between the interior and exterior of the building. Building enclosure systems are complicated and require review by professionals to ensure systems are properly detailed and specified, that proper material fabrication methodologies are implemented, systems are properly installed and meets the specified performance criteria post installation. Having these professional services on the project seeks to mitigate water intrusion problems, ensures the building enclosure systems are constructible, durable, serviceable, reduce energy waste, and minimize post occupancy issues. Due to the window sealant failure that has occurred on the building, window corrective work and retesting of windows must occur prior to acceptance of the building and window system. Architectural Testing, Inc. will be responsible to oversee, on behalf of the District, window corrective work as well as window testing to ensure the District receives a compliant system that can be fully warranted and perform as originally intended in the design. To see original agreement, please [click here](#).

ANALYSIS

The amendment is to increase the contract by \$37,640. The total contract amount has increased from \$54,290 to \$91,930. The District has reviewed the fee and it is reasonable and within industry standards. The services covered by this agreement commenced on December 18, 2018 and the new end date has been revised from December 31, 2020 to completion and acceptance of Building Enclosure Commissioning Services and final documentation. This agreement is funded by Measure Q.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to the agreement with Architectural Testing, Inc. – Building Enclosure Commissioning Services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	\$37,640	Board Date:	November 9, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services		
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

Board Agreement Summary

Board Date: 11/9/20

Project: Science Center

Site: **Santa Ana College**

Consultants: **Architectural Testing, Inc.**

Type of Service: Building Enclosure Commissioning Services

Agreement Summary	Amount	Reimbursables	Start	Duration End
Original Contract Amount	\$54,290.00		12/18/2018	6/30/2020
Amendment #1				12/31/2020
Amendment #2	\$35,340.00			Project Close-Out
Total Agreement Amount	\$89,630.00			

AGREEMENT NO 0325.00/ DESCRIPTION:

Amendment #2 for additional building enclosure commissioning services and an extension of time.

This agreement #0325.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$35,340.00**

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

SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10th** day of **NOVEMBER** in the year **2020**, between **ARCHITECTURAL TESTING, INC**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0325.00 entered into on December 18, 2018 and amended on May 26, 2020 to provide building enclosure commissioning services for the Science Center at Santa Ana College. Please amend the AGREEMENT to include the following:
1. By increasing the project scope per the attached Exhibit A;
 2. By increasing the AGREEMENT amount by THIRTY-FIVE THOUSAND THREE HUNDRED FORTY DOLLARS (\$35,340) from FIFTY-FOUR THOUSAND TWO HUNDRED NINETY DOLLARS (\$54,290), for a total AGREEMENT amount of EIGHTY-NINE THOUSAND SIX HUNDRED THIRTY DOLLARS (\$89,630); and
 3. By revising the contract term per the attached Exhibit A.
- B. Due to the COVID-19 pandemic, this Amendment 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 amendment and applicable to entirety of said agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this amendment, signifies the parties mutual consent to conduct transactions electronically for the remainder of the duration of the agreement terms. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0325.00, effective December 18, 2018, shall remain in full force and effect.

Agreement No. 0325.02
Board Approval: November 9, 2020
Purchase Order: 19-P0054994

ARCHITECTURAL TESTING, INC.

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

By _____

By _____

Print Name _____

Adam M. O'Connor

Title _____

Interim Vice Chancellor, Business Operations and
Fiscal Services

Date _____

Date _____

COPIES TO:

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

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

Exhibit A

1. Compensation

The new total Not-to-Exceed fee is **THIRTY-SEVEN THOUSAND SIX HUNDRED FORTY DOLLARS (\$37,640)**. Included in this not-to-exceed fee is the following:

- a. Compensation for Basic Services: The DISTRICT shall compensate the CONSULTANT for performing the additional Basic Services as further described below and in the Original Agreement a fee of **TWENTY-NINE THOUSAND SIX HUNDRED FORTY DOLLARS (\$29,640)**. If the DISTRICT does not proceed with one or more of the site visits as further described below, CONSULTANT shall not receive payment for site visits not required/performed.
- b. Allowance: Included in the aforementioned total not-to-exceed fee is an allowance of **EIGHT THOUSAND DOLLARS (\$8,000)** for additional services required on an hourly basis, additional site visits, and/or reimbursable expenses subject to the DISTRICT's approval in accordance with Article II of the Original Agreement.

2. Fee Schedule:

- a. The project scope of work has been revised to accommodate retesting the windows on the new Science Center due to the corrective work required. The revised scope assumes an additional (26) sites visits and associated reports for each visit as follows:
 - i. (3) Mock-up site visits
 - ii. (5) General site visits
 - iii. (18) Window testing observations
- b. The cost per site visit remains per the Original Agreement at \$1,140/visit (which includes report documentation).

3. Contract Term:

- a. Revise ARTICLE I, Paragraph 2. in the Original Agreement as follows:

The term of this AGREEMENT shall begin DECEMBER 18, 2018 and shall terminate upon completion and acceptance of all required closeout documentation related to Building Enclosure Commissioning Services ("Term"), unless terminated or otherwise cancelled by the DISTRICT.

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Amendment to Agreement with Architecture 9 PLLLP – Architectural and Engineering Design Services for ITS Copper Wire Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On January 14, 2019 the Board of Trustees approved an agreement with Architecture 9 PLLLP for architectural and engineering design services for the Information Technology Services (ITS) copper wire project at Santa Ana College. As part of the Central Plant project, new twisted pair copper wire was installed from Building A (headend “hub” location) to twenty-two buildings on campus to replace the old lines as part of the infrastructure improvements across campus. These copper lines were replaced and left coiled for future termination in each of the twenty-two buildings. This project will complete the switchover from the old copper system, which is currently in Building R (original headend “hub” location), by terminating the new wire in each building’s respective Intermediate Distribution Frame (IDF) rooms or the Building Distribution Frame (BDF) rooms. Upon completion of this project Building R will no longer be the “hub” for copper lines and the campus will function as Building A being the “hub” for the copper wire system. The project is required to be completed prior to demolition of Russell Hall (Building R), which is anticipated to begin Summer 2023. The new copper lines will provide connectivity to support service for telephone voice systems, emergency telephone lines, elevator telephones, and fax machines.

Additional time is needed so the project can start construction in early Spring of 2021 and accomplish completion in Spring of 2022. To see the original agreement, please [click here](#).

ANALYSIS

The services covered by this agreement commenced on January 15, 2019 and the new end date has been extended from December 31, 2020 to until the notice of completion for the construction work is recorded and Division of State Architect Certification and project close-out has been achieved, unless terminated or otherwise canceled. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$53,200.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with Architecture 9 PLLLP – Architectural and Engineering Design Services for ITS Copper Wire Project at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: November 9, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 11/9/20

Project: ITS Copper Wire Project

Site: **Santa Ana College**

Consultants: **Architecture 9 PLLLP**

Type of Service: Architectural/Engineering Design Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$53,200.00		1/15/2019		12/31/2019
Amendment #1					12/31/2020
Amendment #2					Project Close-Out
Total Agreement Amount	\$53,200.00				

AGREEMENT NO 0320.00/ DESCRIPTION:

Amendment #2 for an extension of time only.

This agreement #0320.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

Project Close-Out

SECOND AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10th** day of **NOVEMBER** in the year **2020**, between **ARCHITECTURE 9 PLLLP**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0320.00 entered into on January 15, 2019 and amended on December 9, 2019 to provide architectural design services for the TWISTED PAIR MIGRATION AND GROUND BUS PROVISIONS FOR THE ITS COPPER WIRE PROJECT AT SANTA ANA COLLEGE. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from December 31, 2020 to be through December 31, 2022 or until the notice of completion for the Construction Work is recorded and DSA Certification and project close-out has been achieved, unless terminated or otherwise canceled.
- B. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0320.00, effective January 15, 2019, shall remain in full force and effect.

ARCHITECTURE 9 PLLLP

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Adam M. O’Connor

Title _____

Interim Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

Agreement No. 0320.02
Board Approval: November 9, 2020
Purchase Order: 19-P0055376

COPIES TO:

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

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

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Amendment to Agreement with Twining, Inc. – Materials Testing and Special Inspection Services for the Science Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On December 4, 2017, the Board of Trustees approved an agreement with Twining, Inc. to provide materials testing and special inspection services for the Science Center at Santa Ana College. Due to the contractor's required corrective work on the building, the anticipated completion has extended to Spring 2021 with closeout activities to follow. An extension of time is required for this agreement for the remaining site work testing activities and closeout activities. Remaining site work activities include, but are not limited to, periodic field welding. To see the original agreement, please [click here](#).

ANALYSIS

The services covered by this agreement commenced on December 5, 2017 and the new end date has been extended until the notice of completion for the construction work is recorded and Division of State Architect Certification and project close-out has been achieved. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$665,434.

This agreement is funded by Measure Q Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with Twining, Inc. – Materials Testing and Special Inspection Services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: November 9, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 11/9/20

Project: Science Center

Site: **Santa Ana College**

Consultants: **Twining, Inc.**

Type of Service: Materials Testing and Special Inspection Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$340,434.00	\$5,000.00	12/5/2017		12/31/2019
Amendment #1					12/31/2019
Amendment #2	\$70,000.00				12/31/2019
Amendment #3	\$250,000.00				12/31/2019
Amendment #4					6/30/2020
Amendment #5					Project Close-Out
Total Agreement Amount	\$665,434.00				

AGREEMENT NO 0253.00/ DESCRIPTION:

Amendment #5 is for an extension of time only.

This agreement #0253.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

Project Close-Out

FIFTH AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10TH** day of **NOVEMBER** in the year **2020**, between **TWINING, INC.** hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0253.00 entered into on December 5, 2017 and amended on May 14, 2018, on February 4, 2019, April 29, 2019 and December 9, 2019 to provide Special Inspection and Material Testing Services for the Science Center at Santa Ana College. Please amend the AGREEMENT to include the following:
 - a. By extending the contract completion date from June 30, 2020 to be through June 30, 2021, or until the notice of completion for the Construction Work is recorded and DSA Certification and project close-out has been achieved.
2. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
3. Except as amended herein, the terms and conditions of AGREEMENT 0253.00 effective December 5, 2017, shall remain in full force and effect.

TWINING, INC.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By _____

By _____

Print Name _____

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

Title _____

Date _____

Date _____

Email _____

Agreement No. 0253.05
Board Approval: November 9, 2020
Purchase Order: 18-P0049637

COPIES TO:

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

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

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Ratification of Change Order #2 for McCarthy Building Companies, Inc. – Construction Lease-Leaseback Services at Johnson Student Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

On November 26, 2018, the Board of Trustees approved a lease-leaseback agreement with McCarthy Building Companies, Inc. to construct the Johnson Student Center at Santa Ana College. The agreement allows McCarthy Building Companies, Inc. to construct a project pursuant to Education Code section 81335 and to enter into a Site Lease, Facilities Sub-Lease, and Related Construction Agreements regarding the Johnson Student Center at Santa Ana College. Education Code Section 81335 is the lease-leaseback (LLB) provision that allows districts to lease real property for the purpose of constructing buildings and improvements for district use.

As part of a Measure Q project, the Johnson Student Center will replace the old Johnson Student Center. The new building will include student services and college business services including Student Life, The Spot, Associated Student Government, Health & Wellness, D.S.P.S., Financial Aid, Student Placement, International Student Center, Student Support Services Program (TRiO-S.S.S.P.), E.O.P.S, Student Business Office, Campus Store, and the Campus Café. The building will also include various district operational services such as Warehouse services, Mail Services, and Publications and Reprographics.

ANALYSIS

Change Order # 2 increases the contract amount by \$991,886.95 and extends the completion date to April 22, 2021, an increase of 153 calendar days of which 121 days are compensable to the contractor for extended general conditions costs associated with the delay. The contract time requires an extension because of delays attributed to an elevator design conflict at elevator tower #2 and unforeseen underground conditions. The costs associated with this change order include: extended general conditions for the contractor, second floor deck changes, unforeseen underground utility conflicts, unforeseen underground hazardous material removal (transite pipe), high moisture soil mitigation and remediation at building foundations, and an unexpected campus closure as a result of police activity. The contract amount with this change order has increased from \$47,487,372.04 to \$48,479,258.99. This change order amount represents 2.10% of the total contract value. Cumulatively, the total amount of change orders represents 2.57% of the total contract value.

Pursuant to Board Policy and Administrative Regulation 6600, the Vice Chancellor of Business Operations and Fiscal Services (or designee) has the authority to approve cumulative change

orders up to 10% of the contract value and shall be a ratification by the Board of Trustees, thereby avoiding any construction delays. Additionally, the Board Facilities ad-hoc committee shall evaluate the change order request.

Change Order #2 is funded by Measure Q

RECOMMENDATION

It is recommended the Board of Trustees approve the ratification of approval of Change Order #2 – McCarthy Building Companies, Inc. – Construction Lease-Leaseback Services at Johnson Student Center at Santa Ana College as presented.

Fiscal Impact:	\$991,886.95	Board Date: November 9, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



Board Date: November 9, 2020
 Project/Bid No. 3035 / 0316.00
 Site: Santa Ana College
 Change Order (CO) No. : 2

Project Name: Johnson Student Center
 Contractor: McCarthy Building Companies, Inc.
 Contract No.: PO No. 19-B0001552

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
12/03/18	719	11/20/20	0	153	4/22/2021

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$47,264,263.00	
Previous Change Orders	1	\$223,109.04	0.47%
This Change Order	2	\$991,886.95	2.10%
Total Change Order (s)		\$1,214,995.99	2.57%
Revised Contract Amount		\$48,479,258.99	

Items in Change Order						
Item No.	Description	Reason	Ext. Day	Credit	Add	Net
1	Change Order # 2 increases the contract amount by \$991,886.95 and extends the completion date to April 22, 2021, an increase of 153 calendar days of which 121 calendar days are compensable. The contract requires an extension of time due to an elevator tower #2 dimension conflict and unforeseen conditions. The cost increases associated with this Change Order #2 include multiple items: extended general conditions caused by the elevator tower #2 dimension conflict and second floor deck changes, unforeseen underground utility conflicts, unforeseen underground hazardous material removal (transite pipe), high moisture soil mitigation and remediation at building foundations. The summary of costs is as follows: 1) Extended General Conditions \$523,932.60 for an extension of 121 compensable calendar days 2) RFI 701 Elevator 2 west shaft wall and second floor deck changes \$60,782.97 3) Unforeseen underground utility conflicts which required removal, reroute and additional work (fiber, sewer, abandoned duct bank removal) \$230,269.77 4) Unforeseen underground removal of hazardous materials (transite piping), saturated soils mitigation, and trenching impacts during excavation \$170,784.26 5) Unexpected campus closure due to police activity \$6,117.35 (labor trade minimum hours incurred) Total Amount of Change Order: \$991,886.95 The new contract amount with this change order has increased from \$47,487,372.04 to \$48,479,258.99.	2,4 4 2,3 2,3 5	153	\$0.00	\$991,886.95	\$991,886.95
Subtotal				\$0.00	\$991,886.95	\$991,886.95
Grand Total						\$991,886.95

- 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: November 9, 2020
Re:	Approval of Agreement with SVA Architects, Inc. – Architectural Design Services for Campus Entrance Improvements – Phase 2 Design Services at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is a new agreement for Phase 2 Architectural Design Services for the Campus Entrance Improvements at Santa Ana College. On September 23, 2019 the Board of Trustees approved an agreement with SVA Architects, Inc. for Phase 1 architectural design services to conduct a conceptual study, develop a preliminary schematic design, develop the scope of the project, and develop a probable estimate of cost for the Campus Entrance Improvements project at Santa Ana College. To see the original agreement for Phase 1 conceptual study and preliminary schematic design, please [click here](#).

The architect presented multiple design options to the College Work Group over the course of the last year and completed their scope of services. A recommended option was selected by the College Work Group and the campus would like to proceed into the design development phase, which would commence Phase 2 architectural design services with SVA Architects, Inc. Now that a scope of work has been identified, a new agreement is necessary to continue with the design services.

The scope of work outlined in this new agreement is for the first of three potential stages of work and construction (see attached conceptual design illustration depicting the stages of work). Due to budget constraints, the college requested that the scope of work be phased. This first stage of work includes a new entry plaza with a vehicular looped driveway to facilitate a safer drop off area from the 17th Street main entrance, it also includes new hardscape and softscape, and creates a new passenger-loading zone to serve both students and visitors. The work will create an entirely new front entry for the college that is safer for pedestrians, more efficient for vehicles, and will provide a welcoming atmosphere. These improvements are necessary to restore the site upon completion of the Russell Hall demolition project, to remove accessibility barriers, and enhance the visibility of the new Johnson Student Center when you enter the campus from the main entrance.

Future stages 2 and 3 include parking lot improvements (lots 1, 3 and 4), increased parking capacity, dedicated ride-sharing and shuttle drop-off areas in front of the Administration and

Chavez buildings. The college has approved design services to proceed with only stage 1 at this time, as the current planning budget for the stage 1 scope of work is estimated to be \$5.3 million.

The scope of the architect's services includes design, Division of State Architect (DSA) and any applicable agency review and approval, construction administration, and DSA certification and project close-out.

The District may consider amending the contract or undertake a new architectural design services agreement at a later time to include stages 2 and 3 based upon the availability of funding.

ANALYSIS

The project scope has been determined, a design option has been selected by the College Work Group, estimates of costs with a target project budget created, and the District is now ready to proceed with design development through Division of State Architect (DSA) project close-out. SVA Architects, Inc., is a pre-qualified architectural firm for the District and has been deemed qualified for this project under a previous Request for Proposals #1718-220. The District has negotiated a fair and reasonable fee for the architectural design services.

Additionally, the College requested that if insufficient funding is currently not available at this time, the intent is to proceed with design services only so that the College is in a position to proceed with this first stage of the work when funding becomes available, recognizing that it takes over a year and a half to design the project and retain the appropriate Division of State Architect approval.

Furthermore, Campus Safety feels that this project will help improve current campus conditions and create a safer environment for drop off, vehicles and pedestrians. Santa Ana Unified School District (SAUSD) delivers and picks up over 100 adult transition students in large vans and small buses two times a day Mondays thru Fridays. These transition program students are comprised of dual enrolled SAC students. Many of these students have substantial mobility impairments. The arrival and departure times occur at the same times. SAUSD also has a high school on the SAC campus with over 200 staff and students attending daily. Most of these students are dropped off each day by family/carpool which further impacts the front entrance existing drop off area that gets extremely congested with vehicles. Students visiting the Planetarium also utilize this front entrance to drop off students. There are many concurrent and competing vehicle drop-offs at the front entrance that contributes to congestion.

This improvement at the front entrance would provide a longer looped drop-off driveway in order to reduce the vehicle congestion and create a safer condition than what exists currently. The District's traffic consultant, LSA Associates worked with the architect and the College Work Group to review and develop the various design options to best alleviate the congestion problem and conflicts with drop-offs, vehicle movements, and pedestrian access. The proposed improvement will also allow Campus Safety the ability to close the main entrance of campus during campus closures or emergencies with the addition of gates. Campus Safety is in full support of these improvements as the campus needs to expand and improve its accessibility compliant drop-off areas to ensure better traffic flow and mitigate potential traffic collisions.

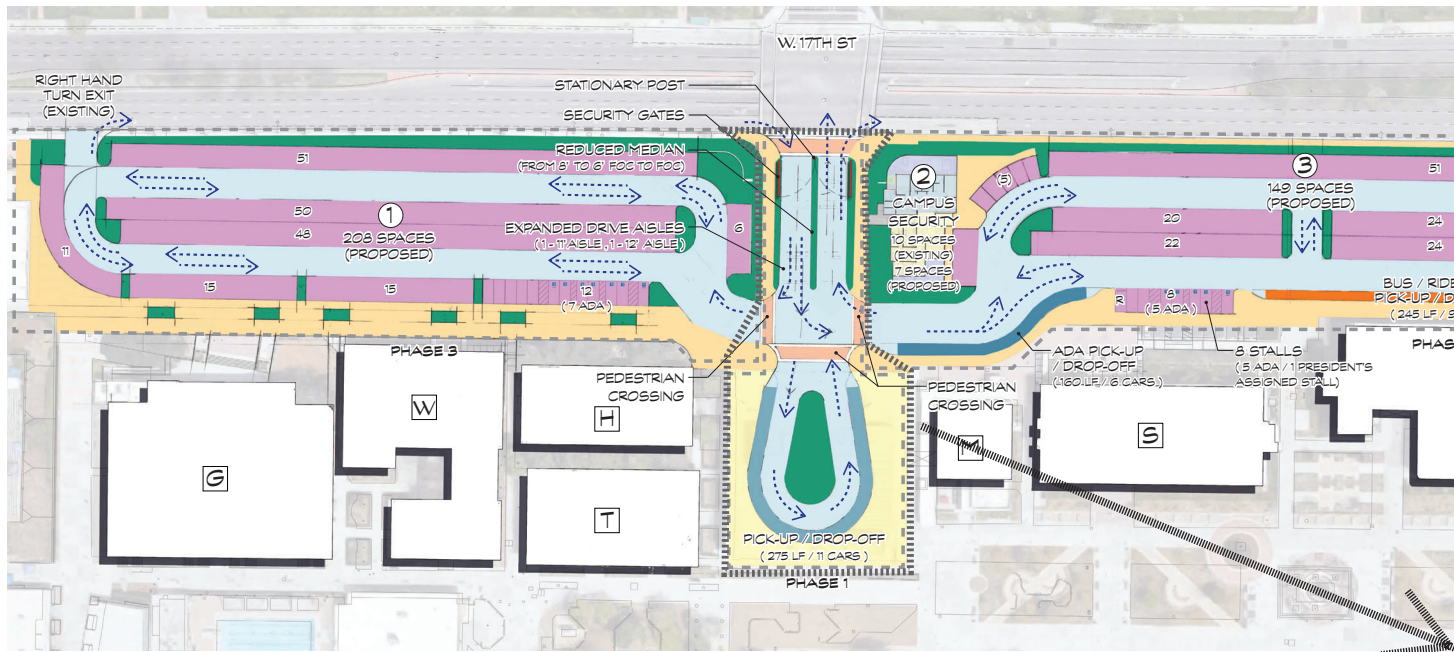
The services covered by this agreement will commence November 10, 2020 and is anticipated through DSA certification and close out of project. The contract is a fixed fee of \$277,338 which includes \$5,000 in reimbursable expenses. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

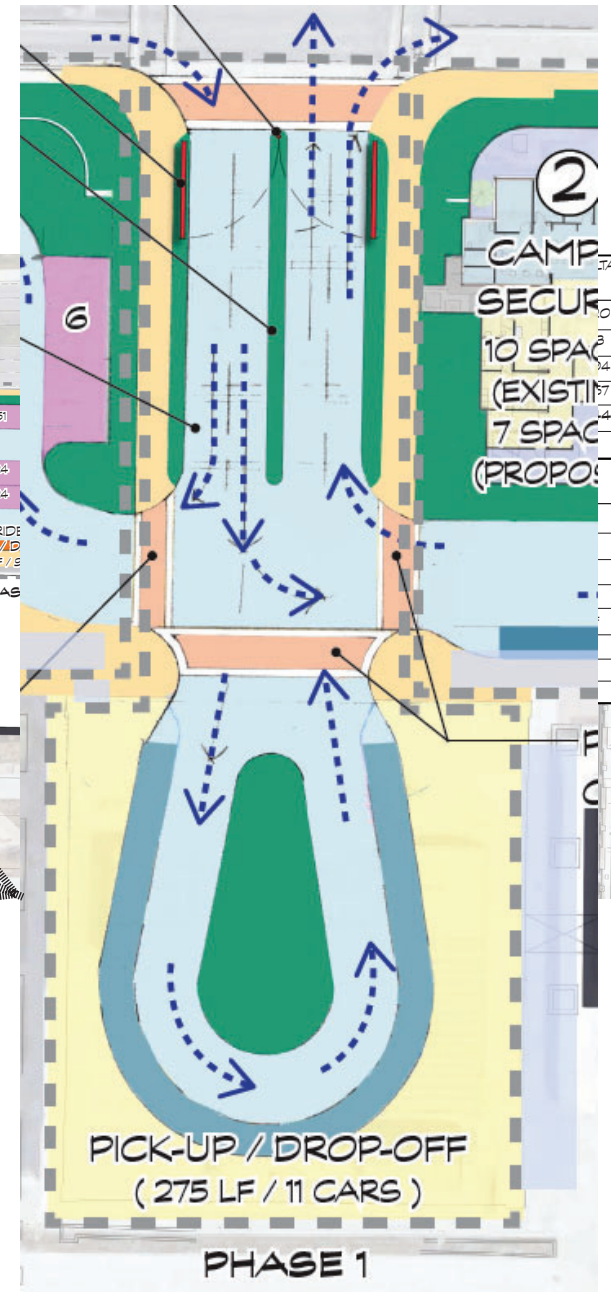
RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with SVA Architects, Inc. – Architectural Services for Campus Entrance Improvements – Phase 2 Architectural Design Services at Santa Ana College as presented.

Fiscal Impact:	\$277,338 (includes reimbursables)	Board Date: November 9, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O’Connor, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



OPTION F : RECONFIGURED STUDENT AND STAFF PARKING LOTS W/ PROPOSED VEHICULAR DROP-OFF AREA AND SECURITY GATES



4.12 (4)

Board Agreement Summary

Board Date: 11/9/20

Project: Campus Entrance Improvements - Phase 2 Design Services Site: **Santa Ana College**

Consultants: **SVA Architects, Inc.**

Type of Service: Architectural Services

Agreement Summary	Amount	Reimbursables	Start	Duration End
Original Contract Amount	\$272,338.00	\$5,000.00	11/10/2020	Project Close-Out
Total Agreement Amount	\$277,338.00			

AGREEMENT NO 0388.00/ DESCRIPTION:

This agreement #0388.00 is incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$277,338.00**

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

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

To:	Board of Trustees	Date:	November 9, 2020
Re:	Award of Bid #1389 – Barrier Removal - East Broadmoor Trail Project at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND

This is an approval for the award of Bid #1389 for the Barrier Removal - East Broadmoor Trail Project at Santiago Canyon College. This barrier removal project is one of several large projects to address the Blaser settlement deficiency items and deadlines. 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 was completed as part of due diligence investigations. The project consists of repairing and/or replacement of the existing asphalt subgrade and surface along the 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. The project has received Division of the State Architect (DSA) approval. This is a Scheduled Maintenance Project.

ANALYSIS

Bid #1389 for the Barrier Removal - East Broadmoor Trail Project at Santiago Canyon College was advertised in the Orange County Register on September 13, 2020 and September 20, 2020. A Notice Inviting Formal Bids was sent to 135 contractors from the District's qualified contractors list on September 15, 2020.

A mandatory job walk was conducted on September 23, 2020 and there were 13 attendees. Bids were opened on October 13, 2020, as noted on the attached bid summary. The District received seven bids for the project. Golden Gate Steel, Inc. dba Golden Gate Construction (Norwalk) submitted the lowest responsive bid in the amount of \$695,250.00. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of award of Bid #1389 to Golden Gate Steel, Inc. dba Golden Gate Construction.

The anticipated start date is January 4, 2021. The estimated construction duration is 120 calendar days.

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

RECOMMENDATION

It is recommended the Board of Trustees award Bid #1389 to Golden Gate Steel, Inc. dba Golden Gate Construction for the Barrier Removal - East Broadmoor Trail Project at Santiago Canyon College as presented.

Fiscal Impact:	\$695,250	Board Date: November 9, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



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

BID SUMMARY

BID #1389	PROJECT: Barrier Removal - East Broadmoor Trail Project at Santiago Canyon College	TIME: 2:00 P.M. BID OPENING TIME: 3:00 P.M. DATE: October 13, 2020
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BIDDERS

TOTAL BASE BID AMOUNT

Golden Gate Steel, Inc. dba Golden Gate Construction
14709 Carmenita Road
Norwalk, CA 90650

\$695,250.00

Sanders Construction Services, Inc.
20331 Lake Forest Drive, Suite C2
Lake Forest, CA 92630

\$705,000.00

Access Pacific, Inc.
2835 Sierra Grande Street
Pasadena, CA 91107

\$789,975.00

Astra Builders, Inc.
1227 South Dale Avenue
Anaheim, CA 92804

\$822,342.00

C.S. Legacy Construction, Inc.
5781 Schaefer Avenue
Chino, CA 91710

\$862,647.98

SD Remodeling Inc.
P.O. Box 1488
Rancho Santa Fe, CA 92067

\$943,000.00

Dalke and Sons Construction, Inc.
4585 Allstate Drive
Riverside, CA 92501

\$1,038,480.00

7 TOTAL BIDDERS

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

To:	Board of Trustees	Date: November 9, 2020
Re:	Acceptance of Donation of Vehicle	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) is in need of a vehicle to support the Hawk's Nest Food Pantry and the Basic Needs Center. Recently the Santiago Canyon College Foundation solicited donations from various non-profit institutions for a vehicle to support these programs. Chapman University responded and will donate a passenger van to the SCC Foundation in support of the college's mission of providing assistance to students in need. As prescribed in Board Policy 3820 such donations must be accepted by Board of Trustees action.

ANALYSIS

On October 22, 2020 the SCC Foundation Board approved accepting the donation of a van from Chapman University. The vehicle is a 2009 Chevrolet Express Multipurpose passenger van, VIN number 1GNFG154091123898 with an estimated 67,143 miles. The estimated value of this vehicle is approximately \$7,000, this value is determined by Kelley Blue Book estimations based on mileage, condition and year of vehicle.

The vehicle is considered to be in good condition and will be put to use in support of day-to-day activities related to the Hawk's Nest Food Pantry and the Basic Needs Center. In compliance with Board Policy 6752, the vehicle will be registered to Rancho Santiago Community College District.

RECOMMENDATION

It is recommended the Board of Trustees approve the acceptance of donation of the 2009 Chevrolet Express Multipurpose passenger van as presented.

Fiscal Impact:	None	Board Date: November 9, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-B0001881	09/21/20	79	Auxiliary Services Office	Other Operating Exp & Services	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-B0001882	09/24/20	79	Admissions & Records	Equip-Tablet/Laptop>\$200<\$1000	GOV CONNECTION	3,907.44
21-B0001883	09/30/20	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	521.49
21-B0001884	10/07/20	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	2,474.74
21-B0001885	10/12/20	71	Student Activities	Other Operating Exp & Services	OFFICE DEPOT	1,000.00
21-B0001886	10/15/20	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	NATL SPORTS APPAREL LLC	1,479.29
21-B0001887	10/16/20	79	Auxiliary Services Office	Instructional Supplies	HAWK BOOKSTORE	160.00
21-P0062392	09/21/20	13	Maintenance	Contracted Services	COFFMAN ENGINEERS INC	925.00
21-P0062393	09/21/20	12	Health & Wellness Center	Software Support Service	DLT SOLUTIONS, LLC	133.04
21-P0062394	09/21/20	12	Career Ed & Work Dev Office	Software License and Fees	NASBITE INTERNATIONAL, INC.	975.00
21-P0062395	09/21/20	13	Public Affairs/Gov Rel Office	Advertising	ADVANCED WEB OFFSET INC	7,220.00
21-P0062396	09/21/20	33	CDC Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	30,000.00
21-P0062397	09/21/20	33	CDC Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	300.00
21-P0062398	09/21/20	11	President's Office	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	2,224.01
21-P0062399	09/21/20	12	Biology	Reproduction/Printing Expenses	NEW ENGLAND FLAG & BANNER	443.31
21-P0062400	09/21/20	33	CDC Administration	Non-Instructional Supplies	AMAZON COM	210.86
21-P0062401	09/21/20	12	Biology	Instructional Supplies	B & H PHOTO VIDEO INC	1,420.34
21-P0062402	09/21/20	12	LA/OC Regional Consortia	Contracted Services	NEW LEAF CALIFORNIA, LLC	2,396.00
21-P0062403	09/21/20	12	LA/OC Regional Consortia	Contracted Services	NEW LEAF CALIFORNIA, LLC	9,633.00
21-P0062404	09/21/20	12	Kinesiology - Intercoll Athlet	Software License and Fees	RAPSODO, INC.	500.00
21-P0062405	09/21/20	11	Digital Media Center	Contracted Services	ORANGE COUNTY FIRE PROTECTION	180.00
21-P0062406	09/22/20	13	Chancellor's Office	Non-Instructional Supplies	AMAZON COM	663.48
21-P0062407	09/22/20	11	Maintenance & Operations	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	179.77
21-P0062408	09/22/20	12	Career Ed & Work Dev Office	Books, Mags & Subscrip-Non-Lib	TEACHING CHANNEL INC	2,344.33
21-P0062409	09/22/20	12	Career Ed & Work Dev Office	Inst Dues & Memberships	CABRILLO COMMUNITY COLLEGE DISTRICT	4,500.00
21-P0062410	09/22/20	41	Administrative Services Office	Contracted Services	INTER-PACIFIC, INC	46,694.66
21-P0062411	09/22/20	12	Career Ed & Work Dev Office	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	2,375.21
21-P0062412	09/23/20	12	Accounting	Contracted Services	OPEN HAND MEDIA	5,122.01
21-P0062413	09/23/20	12	LA/OC Regional Consortia	Contracted Services	MCSHERRY LAUREN	40,000.00
21-P0062414	09/23/20	12	Research	Software License and Fees	NGA T. PHAM	384.00
21-P0062415	09/23/20	13	Maintenance	Contracted Repair Services	PRICE DAVID MATTHEW	1,540.00
21-P0062416	09/23/20	43	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	VWR FUNDING INC	1,505.47
21-P0062417	09/23/20	41	Facility Planning Office	Non-Instructional Supplies	CHIPMAN CORPORATION	959.30
21-P0062418	09/23/20	11	Administrative Services Office	Reproduction/Printing Expenses	WE DO GRAPHICS INC	955.94
21-P0062419	09/23/20	41	Facility Planning Office	Non-Instructional Supplies	QUALITY OFFICE FURNISHINGS INC	613.87
21-P0062420	09/23/20	41	Facility Planning Office	Bldg Impr - Other Services	BRAILSFORD & DUNLAVEY, INC.	54,200.00
21-P0062421	09/23/20	12	Nursing	Instructional Supplies	FISHER SCIENTIFIC	7,274.30
21-P0062422	09/23/20	11	Transportation	Contracted Repair Services	JOHN MINNOCK JR	998.00
21-P0062423	09/23/20	12	Risk Management	Non-Instructional Supplies	CRISP ENTERPRISES, INC.	1,032.41
21-P0062424	09/23/20	12	Risk Management	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	5,244.00
21-P0062425	09/23/20	11	Fire Academy	Repair & Replacement Parts	ALLSTAR FIRE EQUIPMENT	2,433.10
21-P0062426	09/23/20	12	Short-Term Vocational	Instructional Supplies	DON BOOKSTORE	983.25

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09/20/20 thru 10/17/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0062427	09/23/20	13	Maintenance	Contracted Repair Services	KENNETH EDWARD STROTHER	2,400.00
21-P0062428	09/23/20	12	SAC Continuing Ed-Instruction	Instructional Supplies	THE DICKLER CORPORATION	1,158.06
21-P0062429	09/23/20	12	Biology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	375.20
21-P0062430	09/23/20	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	1,000.00
21-P0062431	09/23/20	12	EOPS	Other Exp Paid for Students	SVM LP	6,426.00
21-P0062432	09/23/20	12	Career Ed & Work Dev Office	Instructional Supplies	B & H PHOTO VIDEO INC	10,870.38
21-P0062433	09/23/20	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	CDW GOVERNMENT INC.	977.51
21-P0062434	09/23/20	12	Risk Management	Non-Instructional Supplies	AMAZON COM	235.94
21-P0062435	09/23/20	12	Student Equity	Contracted Services	UNIVERSITY OF SOUTHERN CALIF	25,000.00
21-P0062436	09/24/20	12	Family & Consumer Studies	Software License and Fees	TUKATECH INC	1,999.90
21-P0062437	09/24/20	12	Photography	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	19,904.38
21-P0062438	09/24/20	41	Facility Planning Office	Buildings - Other Services	DEREK MCGREGOR	9,180.00
21-P0062439	09/24/20	11	Safety & Security Office	Maint/Oper Service Agreements	PYRO-COMM SYSTEMS, INC.	1,950.00
21-P0062440	09/24/20	11	Risk Management	Other Licenses & Fees	DEPT OF TOXIC SUBSTANCES &	22.50
21-P0062441	09/24/20	11	Safety & Security Office	Contracted Services	OC SPECIAL EVENTS SECURITY, INC.	2,296.00
21-P0062442	09/24/20	11	District Wide Technology	Contracted Services	SARS SOFTWARE PRODUCTS INC	6,000.00
21-P0062443	09/24/20	12	LAOCRC - Los Angeles	Contracted Services	CORE EDUCATION SERVICES	100,000.00
21-P0062444	09/24/20	13	Workforce Education	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
21-P0062445	09/24/20	12	Continuing Education Division	Contracted Services	TIER FIVE SOLUTIONS GROUP INC	6,993.00
21-P0062446	09/24/20	11	Safety & Security Office	Non-Instructional Supplies	BARCODES INC	183.98
21-P0062447	09/24/20	11	Safety & Security Office	Non-Instructional Supplies	OFFICE FURNITURE GROUP, LLC	1,360.24
21-P0062448	09/24/20	12	Nursing	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,855.43
21-P0062449	09/24/20	12	Computer Science	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	3,646.21
21-P0062450	09/24/20	12	Career Ed & Work Dev Office	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	8,881.88
21-P0062451	09/25/20	12	Risk Management	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	5,342.33
21-P0062452	09/25/20	11	Mailroom	Contracted Repair Services	SOUTHWEST MATERIAL HANDLING	960.31
21-P0062453	09/25/20	13	Educational Services Office	Contracted Services	MIND ENHANCEMENT NETWORK FOR TRAINING EXCELL	480.00
21-P0062454	09/25/20	11	Mailroom	Postage	POSTMASTER	2,620.00
21-P0062455	09/25/20	41	Admin Services Office	Contracted Services	CLIMATEC LLC	14,750.00
21-P0062456	09/25/20	12	Continuing Education Division	Software License and Fees	BURLINGTON ENGLISH INC	6,240.00
21-P0062457	09/25/20	13	Maintenance	Contracted Repair Services	ADVANCED AQUATIC TECH INC	1,295.00
21-P0062458	09/25/20	13	Maintenance	Rental-Equipment (Short-term)	WATERLINE TECHNOLOGIES	1,500.00
21-P0062459	09/25/20	12	Chemistry	Instructional Supplies	VWR FUNDING INC	6,360.45
21-P0062460	09/25/20	12	Short-Term Vocational	Instructional Supplies	POCKET NURSE	457.71
21-P0062461	09/25/20	12	Short-Term Vocational	Instructional Supplies	MEDLINE INDUSTRIES INC	374.60
21-P0062462	09/25/20	13	SAC Research	Non-Instructional Supplies	CDW GOVERNMENT INC.	96.69
21-P0062463	09/25/20	12	Orange Educ Ctr-Instruction	Instructional Supplies	POCKET NURSE	453.70
21-P0062464	09/25/20	12	Short-Term Vocational	Instructional Supplies	MEDLINE INDUSTRIES INC	1,358.31
21-P0062465	09/25/20	12	Kinesiology - Intercoll Athlet	Software License and Fees	BLAST MOTION, INC.	1,969.60
21-P0062466	09/25/20	33	EHS Administration	Non-Instructional Supplies	AMAZON COM	271.43
21-P0062468	09/25/20	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	5,186.10
21-P0062469	09/25/20	11	CJ/Academies	Maint/Oper Service Agreements	SUPERIOR ELECTRIC MOTOR SERVICE INC	3,000.00

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

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09/20/20 thru 10/17/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0062470	09/25/20	11	CJ/Academies	Maint/Oper Service Agreements	CAMFIL USA, INC	2,500.00
21-P0062471	09/25/20	11	CJ/Academies	Maint/Oper Service Agreements	RSD REFRIGERATION SUPPLIES	4,000.00
21-P0062472	09/25/20	12	LAOCRC - Los Angeles	Contracted Services	ROBERT ALFRED KLIENHENZ	35,700.00
21-P0062473	09/25/20	12	Fine & Performing Arts Office	Instructional Supplies	ROCKLER WOODWORKING & HARDWARE	3,000.00
21-P0062474	09/25/20	12	Nursing	Instructional Supplies	LAERDAL MEDICAL CORP	1,490.60
21-P0062475	09/25/20	12	Emergency Medical Technician	Instructional Supplies	FISHER SCIENTIFIC	1,724.22
21-P0062476	09/25/20	12	Emergency Medical Technician	Instructional Supplies	POCKET NURSE	454.33
21-P0062477	09/28/20	12	Emergency Medical Technician	Instructional Supplies	FISHER SCIENTIFIC	507.26
21-P0062478	09/28/20	33	CDC Administration	Equip-w/Contr Svc > \$5,000	SANTA ANA UNIFIED	13,468.00
21-P0062479	09/28/20	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
21-P0062480	09/28/20	33	CDC Santa Ana College	Non-Instructional Supplies	AMAZON COM	514.05
21-P0062481	09/28/20	13	Nursing	Inst Dues & Memberships	NATL LEAGUE FOR NURSING	1,500.00
21-P0062482	09/28/20	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	2,122.20
21-P0062483	09/29/20	11	Maintenance & Operations	Contracted Repair Services	PROFESSIONAL PLUMBING &	1,068.75
21-P0062484	09/29/20	12	Nursing	Non-Instructional Supplies	CDW GOVERNMENT INC.	1,209.96
21-P0062485	09/29/20	12	Accounting	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	583.85
21-P0062486	09/29/20	12	Risk Management	Non-Instructional Supplies	HOME DEPOT	468.68
21-P0062487	09/29/20	12	Automotive Technology/Engine	Instructional Supplies	AMAZON COM	729.80
21-P0062488	09/29/20	11	Central Plant	Contracted Services	AQUA CLEAR WATER TREATMENT	6,780.00
21-P0062489	09/29/20	12	CJ/Academies	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,908.56
21-P0062490	09/29/20	12	CJ/Academies	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	5,710.85
21-P0062491	09/29/20	33	CDC Santiago Canyon College	Non-Instructional Supplies	SMART & FINAL	1,000.00
21-P0062492	09/29/20	12	Family & Consumer Studies	Instructional Supplies	SMART & FINAL	1,000.00
21-P0062493	09/29/20	11	Transportation	Repair & Replacement Parts	TURF STAR INC	550.00
21-P0062494	09/30/20	11	District Wide Technology	Contracted Services	D4 SOLUTIONS INC.	285.55
21-P0062495	09/30/20	11	District Wide Technology	Contracted Services	D4 SOLUTIONS INC.	265.51
21-P0062496	09/30/20	11	District Wide Technology	Software Support Service-Fixed	CDW GOVERNMENT INC.	2,087.50
21-P0062497	09/30/20	33	CDC Santiago Canyon College	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00
21-P0062498	09/30/20	33	CDC Santa Ana College - East	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00
21-P0062499	09/30/20	33	CDC Santa Ana College - East	Food and Food Service Supplies	SYSCO FOOD SVC	8,000.00
21-P0062500	09/30/20	33	CDC Santa Ana College - East	Food and Food Service Supplies	CLEARBROOK FARMS INC	9,000.00
21-P0062501	09/30/20	13	Fire Technology	Equip-All Other > \$5,000	MCKESSON GENERAL MEDICAL CORP	29,951.35
21-P0062502	09/30/20	11	Maintenance	Contracted Repair Services	KNORR SYSTEMS INC	1,000.00
21-P0062503	09/30/20	12	Sci, Math, Health Sci Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	5,333.60
21-P0062504	09/30/20	12	Engineering	Instructional Supplies	ROBOTSHOP INC	2,189.16
21-P0062505	09/30/20	12	Short-Term Vocational	Contracted Services	IRVINE MEGAN ONEILL	1,650.00
21-P0062506	09/30/20	33	CDC Santiago Canyon College	Non-Instructional Supplies	AMMEX	1,000.00
21-P0062507	09/30/20	33	CDC Santiago Canyon College	Instructional Supplies	SMART & FINAL	400.00
21-P0062508	09/30/20	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,091.80
21-P0062509	09/30/20	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	2,500.00
21-P0062510	09/30/20	33	CDC Centennial Education Ctr	Food and Food Service Supplies	CLEARBROOK FARMS INC	2,000.00
21-P0062511	09/30/20	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	7,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0062512	10/01/20	61	Risk Management	Self Insurance Claims	MIKE COVIN	2,398.00
21-P0062514	10/01/20	11	Admin Services Office	Contracted Services	ONE OC	12,960.00
21-P0062515	10/01/20	12	SAC Continuing Ed-Instruction	Instructional Supplies	THE DICKLER CORPORATION	2,043.81
21-P0062516	10/01/20	12	Welding	Instructional Supplies	SIMS ORANGE WELDING SUPPLY	7,000.00
21-P0062517	10/01/20	11	Central Plant	Contracted Services	CLIMATEC LLC	10,300.00
21-P0062518	10/01/20	13	Educational Services Office	District Business/Sponsorships	SANTA ANA CHAMBER OF COMMERCE	1,500.00
21-P0062519	10/01/20	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	2,577.60
21-P0062520	10/02/20	12	Health & Wellness	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	2,000.00
21-P0062521	10/02/20	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	5,000.00
21-P0062522	10/02/20	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	725.15
21-P0062523	10/02/20	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	1,750.00
21-P0062524	10/02/20	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	228.01
21-P0062525	10/02/20	12	Short-Term Vocational	Instructional Supplies	POCKET NURSE	3,100.00
21-P0062526	10/02/20	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	10,000.00
21-P0062527	10/05/20	12	Welding	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	3,429.12
21-P0062528	10/05/20	41	Facility Planning Office	Site Improv - Contractor Svcs	CENTURY PAVING INC	40,155.00
21-P0062529	10/05/20	12	Phillips Hall	Instructional Supplies	APEX AUDIO INC	5,300.00
21-P0062530	10/05/20	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	CN SCHOOL AND OFFICE SOLUTIONS INC	2,097.08
21-P0062531	10/05/20	12	Occupational Therapy	Books, Mags & Subscrip-Non-Lib	INTERNATIONAL CLINICAL EDUCATORS INC	1,715.00
21-P0062532	10/05/20	12	Kinesiology - Intercoll Athlet	Software License and Fees	NEX TEAM INC	810.00
21-P0062533	10/05/20	12	Automotive Technology/Engine	Instructional Supplies	WITMER VIRGINIA M	432.39
21-P0062534	10/05/20	12	Kinesiology - Intercoll Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	1,127.28
21-P0062535	10/05/20	12	Kinesiology - Intercoll Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	1,474.92
21-P0062536	10/05/20	13	Chancellor's Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	540.00
21-P0062537	10/06/20	12	Risk Management	Equip-Fed Prgm >\$1,000< \$5,000	GLASBY MAINTENANCE SUPPLY	20,976.00
21-P0062538	10/06/20	12	LA/OC Regional Consortia	Contracted Services	DR. KEVIN FLEMING	26,645.00
21-P0062539	10/06/20	33	CDC Santiago Canyon College	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	300.00
21-P0062540	10/06/20	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	997.93
21-P0062541	10/06/20	11	District Wide Technology	Equip-All Other > \$5,000	DIGITAL NETWORKS GROUP INC	57,440.60
21-P0062542	10/06/20	13	Maintenance	Contracted Repair Services	PYRO-COMM SYSTEMS, INC.	1,543.00
21-P0062543	10/06/20	13	Admin Services Office	Public Agencies' Assess & Fees	COUNTY OF ORANGE	530.00
21-P0062544	10/06/20	13	Maintenance	Contracted Repair Services	DUTHIE POWER SVC	870.00
21-P0062545	10/06/20	11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	1,285.86
21-P0062546	10/06/20	12	SAC Continuing Ed-Instruction	Instructional Supplies	THE DICKLER CORPORATION	2,225.08
21-P0062547	10/06/20	33	CDC Administration	Contracted Services	WALSVICK JENNIFER EILEEN	24,000.00
21-P0062548	10/06/20	11	Mailroom	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	553.77
21-P0062549	10/07/20	11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	226.50
21-P0062550	10/07/20	11	Maintenance & Operations	Contracted Repair Services	ACADEMY ELECTRIC INC	876.61
21-P0062551	10/07/20	11	District Wide Technology	Contracted Services	COMPUTER PROTECTION TECHNOLOGY, INC.	23,895.91
21-P0062552	10/07/20	12	Biology	Equip-All Other >\$1,000<\$5,000	VWR FUNDING INC	4,012.62
21-P0062553	10/07/20	12	EOPS	Supplies Paid for Students	EAGLE GRAPHICS INC	1,814.85
21-P0062554	10/07/20	12	Chemistry	Instructional Supplies	VWR FUNDING INC	1,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0062555	10/07/20	33	CDC Centennial Education Ctr	Food and Food Service Supplies	CLEARBROOK FARMS INC	8,000.00
21-P0062556	10/07/20	11	Maintenance & Operations	Contracted Services	HILLS BROS LOCK & SAFE	43.38
21-P0062557	10/07/20	12	Counseling	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	380.08
21-P0062558	10/07/20	12	EOPS	Supplies Paid for Students	EAGLE GRAPHICS INC	2,419.58
21-P0062559	10/08/20	11	Transportation	Non-Instructional Supplies	UNITED AUTOMOTIVE SVC INC	500.00
21-P0062560	10/08/20	11	Maintenance	Contracted Services	CHEROKEE CHEMICAL CO INC	750.00
21-P0062561	10/08/20	11	Maintenance	Contracted Services	KAISER ROBERT	750.00
21-P0062562	10/08/20	11	Transportation	Non-Instructional Supplies	BOYCE INDUSTRIES	523.31
21-P0062563	10/08/20	11	Maintenance	Contracted Repair Services	CLIMATEC LLC	3,662.00
21-P0062564	10/08/20	13	Nursing	Inst Dues & Memberships	CALIF ORG OF ASSOC DEGREE NURSING PROGRAMS- S	150.00
21-P0062565	10/08/20	13	Nursing	Inst Dues & Memberships	ORANGE COUNTY- LONG BEACH CONSORTIUM FOR NU	800.00
21-P0062566	10/08/20	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	FARMERS AND MERCHANTS BANK OF LB	3,274.22
21-P0062568	10/08/20	12	Earth Science	Instructional Supplies	AMAZON COM	205.60
21-P0062569	10/08/20	12	Nursing	Non-Instructional Supplies	ATI ASSESSMENT TECHNOLOGIES	3,293.31
21-P0062570	10/08/20	12	Counseling	Instructional Supplies	SEHI COMPUTER PRODUCTS	138,996.00
21-P0062571	10/09/20	13	Educational Services Office	Contracted Services	25TH HOUR COMMUNICATIONS	58,500.00
21-P0062572	10/09/20	12	Short-Term Vocational	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0062573	10/09/20	33	CDC Santiago Canyon College	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	400.00
21-P0062574	10/09/20	12	Short-Term Vocational	Contracted Services	IRVINE MEGAN ONEILL	660.00
21-P0062575	10/09/20	12	Career Education Office	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	1,658.24
21-P0062576	10/09/20	12	Library Services	Library Books - Databases	SWANK MOTION PICTURES INC	6,960.00
21-P0062577	10/09/20	12	Health & Wellness	Software Support Service	POINT AND CLICK SOLUTIONS INC	2,950.00
21-P0062578	10/09/20	13	Continuing Education Division	Advertising	LIBERMAN BROADCASTING INC	9,998.00
21-P0062579	10/09/20	11	Mailroom	Postage	POSTMASTER	100,000.00
21-P0062580	10/12/20	33	CDC Santiago Canyon College	Non-Instructional Supplies	SWSH ARIZONA MFG INC	800.00
21-P0062581	10/12/20	11	Fine & Performing Arts Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	588.97
21-P0062582	10/12/20	33	EHS Administration	Conference Expenses - Travel	AMERICAN RED CROSS	2,280.00
21-P0062583	10/12/20	12	Kinesiology - Intercol Athlet	Instructional Supplies	LAURIE ROEBUCK	1,533.80
21-P0062584	10/12/20	12	Kinesiology - Intercol Athlet	Instructional Supplies	KAI ATHLETIC	2,814.69
21-P0062585	10/12/20	11	Educational Services Office	Inst Dues & Memberships	RP GROUP	500.00
21-P0062586	10/12/20	11	Maintenance	Non-Instructional Supplies	MONTGOMERY HARDWARE CO	2,000.00
21-P0062587	10/12/20	12	Biology	Instructional Supplies	C.C. IMEX	2,018.18
21-P0062588	10/12/20	12	Sci, Math, Health Sci Office	Instructional Supplies	GRAINGER	1,201.23
21-P0062589	10/12/20	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	1,533.14
21-P0062590	10/13/20	12	Kinesiology - Intercol Athlet	Instructional Supplies	LAURIE ROEBUCK	1,750.95
21-P0062591	10/13/20	12	Kinesiology - Intercol Athlet	Instructional Supplies	LAURIE ROEBUCK	2,673.41
21-P0062592	10/13/20	13	Chancellor's Office	Advertising	BEL USA	2,941.08
21-P0062593	10/13/20	12	Computer Science	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	3,084.46
21-P0062594	10/13/20	12	Automotive Technology/Engine	Instructional Supplies	IDSC HOLDINGS, LLC	7,112.91
21-P0062595	10/13/20	12	Chemistry	Instructional Supplies	MORRIS AND LEE INC	6,116.09
21-P0062596	10/13/20	12	Emergency Medical Technician	Instructional Supplies	QUADMED INC	956.86
21-P0062597	10/13/20	13	Maintenance	Contracted Repair Services	DUTHIE POWER SVC	1,572.34

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0062598	10/13/20	13	Chancellor's Office	Advertising	CRISP ENTERPRISES, INC.	352.33
21-P0062599	10/13/20	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	1,002.16
21-P0062600	10/13/20	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	HOME DEPOT	2,260.58
21-P0062601	10/14/20	11	Networking	Contracted Repair Services	D4 SOLUTIONS INC.	326.26
21-P0062602	10/14/20	11	Facility Planning Office	Public Agencies' Assess & Fees	COUNTY OF ORANGE	8,106.72
21-P0062603	10/14/20	11	Fiscal Services Office	Contracted Services	COOPERATIVE STRATEGIES LLC	9,000.00
21-P0062604	10/14/20	11	Fiscal Services Office	Contracted Services	COOPERATIVE STRATEGIES LLC	25,000.00
21-P0062605	10/14/20	12	Academic Affairs Office	Instructional Supplies	DON BOOKSTORE	10,000.00
21-P0062606	10/14/20	12	Biology	Instructional Supplies	C.C. IMEX	241.61
21-P0062607	10/14/20	12	Library Services	Library Books - Periodicals	LOS ANGELES TIMES	520.00
21-P0062608	10/15/20	11	Maintenance	Non-Instructional Supplies	SIMS ORANGE WELDING SUPPLY	3,000.00
21-P0062609	10/15/20	11	Maintenance	Non-Instructional Supplies	SCHORR METALS INC	2,500.00
21-P0062610	10/15/20	12	Counseling	Books Paid for Students	DON BOOKSTORE	4,000.00
21-P0062611	10/15/20	12	ULINK	Books Paid for Students	DON BOOKSTORE	1,300.00
21-P0062612	10/15/20	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	3,907.56
21-P0062613	10/15/20	11	Maintenance	Contracted Services	VORTEX INDUSTRIES	6,950.00
21-P0062614	10/15/20	11	Maintenance	Contracted Repair Services	THYSSENKRUPP ELEVATOR CORP	515.00
21-P0062615	10/15/20	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	1,344.76
21-P0062616	10/15/20	11	Business Operations' Office	Inst Dues & Memberships	SCHOOL SVCS OF CALIF INC	3,420.00
21-P0062617	10/15/20	13	Chancellor's Office	Contracted Services	CHARLES H.F. DAVIS III	30,000.00
21-P0062618	10/15/20	12	District Operations	Other Federal Revenues	OFFICE DEPOT BUSINESS SVCS	1,863.67
21-P0062619	10/15/20	12	Short-Term Vocational	Equip-All Other >\$1,000<\$5,000	POCKET NURSE	6,267.42
21-P0062620	10/15/20	11	Administrative Services Office	Other Licenses & Fees	IXO INC	3,806.46
21-P0062621	10/15/20	13	Maintenance	Maint/Oper Service Agreements	ACCO ENGINEERED SYSTEMS INC	19,025.00
21-P0062622	10/16/20	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	1,307.52
21-P0062623	10/16/20	11	Fiscal Services Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	80.16
21-P0062624	10/16/20	12	Welding	Equip-Fed Prgm >\$1,000< \$5,000	GOLDEN STAR TECHNOLOGY, INC.	51,235.23
21-P0062625	10/16/20	11	District Wide Technology	Contracted Services	INVOKE LEARNING, INC.	85,000.00
21-P0062626	10/16/20	11	District Wide Technology	Contracted Services	LOOP1 SYSTEMS INC	5,375.00
21-P0062627	10/16/20	12	Computer Science	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	3,346.32
21-P0219365	09/21/20	11	Business Operations' Office	Audit	EIDE BAILLY LLP	93,940.00
21-P0219366	09/21/20	12	Resource Development	Contracted Services	OAKLAND UNIFIED SCHOOL DISTRICT	125,000.00
21-P0219367	09/21/20	12	Resource Development	Contracted Services	SALINAS UNION HIGH SCHOOL DISTRICT	250,000.00
21-P0219368	09/21/20	12	Resource Development	Contracted Services	NORTH OC REGIONAL OCCUPATIONAL PROGRAM	125,000.00
21-P0219369	09/24/20	12	Resource Development	Contracted Services	MONTEBELLO UNIFIED SCHOOL DISTRICT	51,505.00
21-P0219370	09/21/20	12	Resource Development	Contracted Services	FEATHER RIVER COMMUNITY CLG DIST	180,000.00
21-P0219371	09/21/20	12	Resource Development	Contracted Services	SHASTA COUNTY OFFICE OF EDUCATION	100,000.00
21-P0219372	09/23/20	12	Resource Development	Contracted Services	NEW DESIGNS CHARTER SCHOOL	900,000.00
21-P0219373	09/24/20	12	Resource Development	Contracted Services	AZUSA UNIFIED SCHOOL DISTRICT	900,000.00
21-P0219374	09/24/20	11	Inmate Education Program	Instructional Agrmt - Facility	ORANGE COUNTY SHERIFFS	63,001.00
21-P0219375	09/28/20	13	Admin Services Office	Software License and Fees	ELUMEN, INC	53,367.80
21-P0219376	09/30/20	11	District Wide Technology	Software Support Service-Fixed	THYCOTIC SOFTWARE LTD	13,413.50

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0219377	09/30/20	11	District Wide Technology	Software Support Service-Fixed	GOLDEN STAR TECHNOLOGY, INC.	21,560.01
21-P0219378	10/01/20	12	Resource Development	Contracted Services	CERRITOS COMMUNITY COLLEGE DISTRICT	349,575.00
21-P0219379	10/01/20	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	733,661.00
21-P0219380	10/01/20	12	Educational Services Office	Contracted Services	INTEGRATIVE IMPACT, LLC	45,000.00
21-P0219381	10/01/20	12	Educational Services Office	Contracted Services	STEPHEN A WRIGHT LLC	171,710.00
21-P0219382	10/01/20	11	Apprenticeship	Instructional Agrmt - Salary	SOUTHWEST CARPENTERS	1,900,967.00
21-P0219383	10/02/20	12	Resource Development	Contracted Services	NORWALK LA MIRADA UNIFIED SCHOOL DISTRICT	900,000.00
21-P0219384	10/02/20	12	Resource Development	Contracted Services	COMPTON UNIFIED SCHOOL DISTRICT	100,000.00
21-P0219385	10/02/20	12	Resource Development	Contracted Services	COMPTON UNIFIED SCHOOL DISTRICT	125,000.00
21-P0219386	10/02/20	12	Resource Development	Contracted Services	COUNTY SCHOOLS SERVICE FUND	100,000.00
21-P0219387	10/02/20	12	Resource Development	Contracted Services	SAN BERNARDINO COUNTY	625,000.00
21-P0219388	10/02/20	12	Resource Development	Contracted Services	SAN FRANCISCO UNIFIED SCHOOL DISTRICT	125,000.00
21-P0219389	10/02/20	12	Resource Development	Contracted Services	SANTA ANA UNIFIED	1,517,332.00
21-P0219390	10/02/20	12	Center for Excellence	Contracted Services	ECONOMIC MODELING SPECIALISTS	13,000.00
21-P0219391	10/07/20	12	Resource Development	Contracted Services	SHASTA COUNTY OFFICE OF EDUCATION	125,000.00
21-P0219392	10/07/20	12	Resource Development	Contracted Services	SACRAMENTO COUNTY OFFICE OF ED	125,000.00
21-P0219393	10/07/20	12	Resource Development	Contracted Services	SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	100,000.00
21-P0219394	10/07/20	12	Resource Development	Contracted Services	SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	125,000.00
21-P0219395	10/07/20	12	Resource Development	Contracted Services	LOS ANGELES UNIFIED SCHOOL DISTRICT	852,390.00
21-P0219396	10/08/20	11	District Wide Technology	Software Support Service-Fixed	ZOHO CORPORATION	3,677.00
21-P0219397	10/13/20	12	Resource Development	Contracted Services	OFL-BALDWIN PARK INC.	690,209.00
21-P0219398	10/13/20	12	Continuing Education Division	Lease Agreement - Facility	CARIBOU INDUSTRIES, INC	109,520.00
21-P0219399	10/13/20	12	Library Services	Library Books - Databases	OCLC ONLINE COMPUTER LIBRARY	32,397.20
21-P0219400	10/13/20	12	Resource Development	Contracted Services	SACRAMENTO COUNTY OFFICE OF ED	100,000.00
21-P0219401	10/15/20	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	STERIS CORP	4,635.00
21-P0219402	10/15/20	12	Academic Affairs Office-VP	Software License and Fees	HOBSONS INC	92,590.00
21-P0219403	10/15/20	12	Deaf & Hard of Hearing	Contracted Services	QUICK CAPTION	12,000.00
Grand Total:						\$13,630,014.23

4.15 (7)

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

Printed: 10/19/2020 1:19:16PM

Environment: Production

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Board Meeting of 11/09/2020
 Bookstore Fund Purchase Order List
 09/20/20 thru 10/17/20

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006500	9/28/2020	31	SAC BOOKSTORE	Textbook	XANEDU	\$275.20
TX-DON006501	10/2/2020	31	SAC BOOKSTORE	Textbook	IFSTA	\$1,392.00
TX-DON006502	10/5/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$86.00
TX-DON006503	10/5/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$7.75
TX-DON006504	10/7/2020	31	SAC BOOKSTORE	Textbook	SIMON & SCHUSTER, INC.	\$212.52
TX-DON006505	10/9/2020	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	\$2,325.00
TX-DON006506	10/9/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$572.05
TX-DON006507	10/9/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$911.88
TX-DON006509	10/14/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$5.00
TX-DON006510	10/15/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$1,289.75
TX-HAWK004764	9/21/2020	31	SCC BOOKSTORE	Textbook	DEBATE SENSEI	\$500.00
TX-HAWK004766	9/24/2020	31	SCC BOOKSTORE	Textbook	VINDY	\$239.85
TX-HAWK004767	9/29/2020	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$647.40
TX-HAWK004768	10/5/2020	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$526.50
TX-HAWK004769	10/13/2020	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$3,739.59
						\$12,730.49

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

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
18-P0049641	09/20/20*	43	MTGL, INC	158,511.00	AMENDMENT #2 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
18-P0049641	10/13/20	43	MTGL, INC.	158,511.00	AMENDMENT #3, 10/13/20; EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2021 AND ADDITION OF A SUBCONSULTANT PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 10/13/20. BOARD APPROVED: 10/12/20	DR21189
18-P0049641 Changed in: Printed Coments						
19-P0054613	09/20/20*	41	SVA ARCHITECTS, INC	1,022,750.00	AMENDMENT #1 12/30/19 INCREASE AGREEMENT BY \$758,750 AND EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2023 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
19-P0054613	10/02/20	41	SVA ARCHITECTS, INC	1,042,550.00	AMENDMENT #2, 10/02/20; INCREASE AGREEMENT BY \$19,800 FOR A TOTAL AGREEMENT AMOUNT OF \$1,042,550 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 09/30/2020. BOARD APPROVED: 09/29/2020	DR21189
19-P0054613 Changed in: PO Amount, Printed Coments						
20-P0059089	09/20/20*	41	ERIC MITTLESTEAD	14,700.00		DP29747
20-P0059089	10/08/20	41	ERIC MITTLESTEAD	14,700.00	AMENDMENT #1, 10/8/20; EXTENTION OF CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT (CHANGE ORDER #1)	DR21189
20-P0059089 Changed in: Printed Coments						
20-P0060922	10/13/20	43	KONICA MINOLTA BUSINESS	29,771.72	VENDOR TO PROVIDE THE FOLLOWING COMPONENTS/ITEMS FOR THE NEW SCIENCE CENTER AT SANTA ANA COLLEGE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT #3-16-36-0052B; BOARD APPROVED: 10/14/19	AT10861
20-P0060922	10/13/20	43	KONICA MINOLTA BUSINESS	15,877.31	VENDOR TO PROVIDE THE FOLLOWING COMPONENTS/ITEMS FOR THE NEW SCIENCE CENTER AT SANTA ANA COLLEGE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT #3-16-36-0052B; BOARD APPROVED: 10/14/19	FC78314
20-P0060922	10/14/20	43	KONICA MINOLTA BUSINESS	37,053.89	VENDOR TO PROVIDE THE FOLLOWING COMPONENTS/ITEMS FOR THE NEW SCIENCE CENTER AT SANTA ANA COLLEGE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT #3-16-36-0052B; BOARD APPROVED: 10/14/19	FC78314
20-P0060922 Changed in: PO Amount						
21-P0061747	09/20/20*	12	VITAL LINK OF ORANGE COUNTY	3,000.00		JM13964
21-P0061747	10/08/20	12	VITAL LINK OF ORANGE COUNTY	3,000.00	Change order #1. Dated 10/8/20. Split and charge service to 2 GL accounts by splitting the cost to 50% each GL accoount for a total of 100% as per site Department request.	JM13964
21-P0061747 Changed in: Printed Coments						
21-P0061911	09/20/20*	11	OFFICE DEPOT BUSINESS SVCS	3,500.00	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	CP41423

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0061911	09/23/20	11	OFFICE DEPOT BUSINESS SVCS	3,500.00	Change order #1. Dated 9/23/20. Chage of Authorized to input and release order by adding Celia Perez name and removing Cynthia Vasquez Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	JM13964
21-P0061911	09/23/20	11	OFFICE DEPOT BUSINESS SVCS	3,500.00	Change order #1. Dated 9/23/20. Chage of Authorized to input and release order by adding Celia Perez name and removing Cynthia Vasquez	JM13964
21-P0061911 Changed in: Printed Coments						
21-P0062001	09/20/20*	11	DUNN EDWARDS CORP	1,000.00		DP29747
21-P0062001	09/25/20	11	DUNN EDWARDS CORP	3,000.00	Change order #1, dated 9/25/20. Added line #2 to increase amount by \$2,000.00 per department request.	JM13964
21-P0062001 Changed in: PO Amount, Printed Coments						
21-P0062115	09/20/20*	33	B & D DISTRIBUTING INC	14,000.00		AT00368
21-P0062115	10/08/20	33	CLEARBROOK FARMS INC	14,000.00	Change order #1. Dated 10/8/20. Change vendor information from B&D Distributing to Clearbrook Farm per request from site Department.	JM13964
21-P0062115 Changed in: Vendor, Printed Coments						
21-P0062121	10/08/20	11	WAXIE SANITARY SUPPLY	4,000.00		CE28973
21-P0062121	10/08/20	11	ADVANTAGE WEST INVESTMENT EN	4,000.00	Change order #1. Dated 10/8/20. Change vendor information from Waxie Sanitary Supply to Advantage West as per request from A/P and site Department.	JM13964
21-P0062121 Changed in: Vendor, Printed Coments						
21-P0062179	09/20/20*	12	SUBSTANCE MEDIA, INC.	59,302.00		JM13964
21-P0062179	10/08/20	12	SUBSTANCE MEDIA, INC.	59,302.00	Change order #1. Dated 10/8/20. To add Larisa Sergeyeva as authorized singer on PO as per site Department request.	JM13964
21-P0062179	10/12/20	12	SUBSTANCE MEDIA, INC.	59,302.00	Change order #1. Dated 10/8/20. To add Larisa Sergeyeva as authorized signer on PO as per site Department request.	JM13964
21-P0062179 Changed in: Printed Coments						
21-P0062193	09/20/20*	12	MIND ENHANCEMENT NETWORK FOR	546.25		AF91659
21-P0062193	10/13/20	12	ANTHONY N. KAWASHIMA	546.25	CHANGE ORDER NO: 1, DATE: 10/13/2020 TO REPLACE VENDOR ID #2466804 WITH VENDOR ID #2425646 PER DEPARTMENT REQUEST.	EE88439
21-P0062193 Changed in: Vendor, Printed Coments						
21-P0062224	09/28/20	43	CALIFORNIA NEWSPAPERS PARTNE	10,215.00		EE88439
21-P0062224	09/28/20	43	CALIFORNIA NEWSPAPERS PARTNE	10,260.40	CHANGE ORDER NO.:1, DATE: 09/28/2020 TO INCREASE PO BY \$45.40 FOR PO TOTAL OF \$10,260.40.	EE88439

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0062224	09/28/20	43	CALIFORNIA NEWSPAPERS PARTNE	10,260.40	CHANGE ORDER NO.:1, DATE: 09/28/2020 TO INCREASE PO BY \$45.40 FOR PO TOTAL OF \$10,260.40.	EE88439
21-P0062224 Changed in: PO Amount, Printed Coments						
21-P0062227	09/20/20*	11	OFFICE DEPOT BUSINESS SVCS	1,000.00	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	CP41423
21-P0062227	09/28/20	11	OFFICE DEPOT BUSINESS SVCS	1,000.00	Change order #1. Dated 9/28/20. Change of Authorized to input order by adding Dawn Williams name and removing Terry Grijalva.	JM13964
21-P0062227 Changed in: Printed Coments						
21-P0062284	10/06/20	12	MATCO TOOLS	9,651.24		DE68698
21-P0062284	10/08/20	12	MATCO TOOLS	9,584.99	Change order #1. Dated 10/8/20. Cancelled line item #7, due to product cannot be sold in the state of California as per vendors info and site Department request.	JM13964
21-P0062284 Changed in: PO Amount, Printed Coments						
21-P0062294	09/20/20*	12	POINT AND CLICK SOLUTIONS IN	686.00		FC78314
21-P0062294	10/13/20	12	POINT AND CLICK SOLUTIONS IN	0.00	Change Order #1 10/13/20 Cancel entire PO.	FC78314
21-P0062294 Changed in: PO Amount, Printed Coments						
21-P0062297	09/20/20*	12	POINT AND CLICK SOLUTIONS IN	1,330.00		FC78314
21-P0062297	10/13/20	12	POINT AND CLICK SOLUTIONS IN	0.00	Change Order #1 10/13/20 Cancel entire PO.	FC78314
21-P0062297 Changed in: PO Amount, Printed Coments						
21-P0062394	09/29/20	12	NASBITE INTERNATIONAL, INC.	975.00		BY60596
21-P0062394	10/08/20	12	NASBITE INTERNATIONAL, INC.	975.00	Change order #1. Dated 10/8/20. Change vendor information by updating vendor mailing address as per site Department request.	JM13964
21-P0062394 Changed in: Printed Coments						
21-P0062395	09/21/20	13	ADVANCED WEB OFFSET INC	7,220.00	Please send PO to Amanda Farah SAC- Public Affairs S-201	JM13964
21-P0062395	09/21/20	13	ADVANCED WEB OFFSET INC	7,220.00		JM13964
21-P0062395 Changed in: Printed Coments						
21-P0062411	09/22/20	12	APPLE COMPUTER INC	2,375.21	Larisa Sergeyeva/Sarah Mathot SAC Nutriiton & Culinary Arts Program T-212 Assigned to: Tiffany Heremans and Sarah Mathot	JM13964
21-P0062411	09/22/20	12	APPLE COMPUTER INC	2,375.21		JM13964
21-P0062411 Changed in: Printed Coments						
21-P0062412	09/23/20	12	OPEN HAND MEDIA	4,900.00		JM13964

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0062412	10/08/20	12	OPEN HAND MEDIA	5,122.01	Change order #1. Dated 10/8/20. Change vendor information by updating vendor mailing address and adding sales tax to products as request site Department.	JM13964
21-P0062412	10/08/20	12	OPEN HAND MEDIA	5,122.01	Change order #1. Dated 10/8/20. Change vendor information by updating vendor mailing address and adding sales tax to products as per site Department request.	JM13964
21-P0062412 Changed in: PO Amount, Printed Coments						
21-P0062509	09/30/20	33	SYSCO FOOD SVC	2,500.00		FC78314
21-P0062509	09/30/20	33	SYSCO FOOD SVC	2,500.00	Vendor to furnish the following food items as per RSCCD Board Docket #5.4, Approved on 9/29/20.	FC78314
21-P0062509	09/30/20	33	SYSCO FOOD SVC	2,500.00	Vendor to furnish the following food supplies as per RSCCD Board Docket #5.4, Approved on 9/29/20.	FC78314
21-P0062509 Changed in: Printed Coments						
21-P0062510	09/30/20	33	CLEARBROOK FARMS INC	2,000.00		FC78314
21-P0062510	09/30/20	33	CLEARBROOK FARMS INC	2,000.00	Vendor to furnish the following food items as per RSCCD Board Docket #5.4, Approved on 9/29/20.	FC78314
21-P0062510	09/30/20	33	CLEARBROOK FARMS INC	2,000.00	Vendor to furnish the following food supplies as per RSCCD Board Docket #5.4, Approved on 9/29/20.	FC78314
21-P0062510 Changed in: Printed Coments						
21-P0062511	09/30/20	33	SYSCO FOOD SVC	7,000.00		FC78314
21-P0062511	09/30/20	33	SYSCO FOOD SVC	7,000.00	Vendor to furnish the following food supplies as per RSCCD Board Docket #5.4, Approved on 9/29/20.	FC78314
21-P0062511 Changed in: Printed Coments						
21-P0062515	10/01/20	12	THE DICKLER CORPORATION	2,043.81		FC78314
21-P0062515	10/01/20	12	THE DICKLER CORPORATION	2,043.81	Items for Delhi Community Center for Culinary Program	FC78314
21-P0062515 Changed in: Printed Coments						
21-P0062555	10/07/20	33	CLEARBROOK FARMS INC	8,000.00		FC78314
21-P0062555	10/07/20	33	CLEARBROOK FARMS INC	8,000.00	Vendor to furnish the following food supplies as per RSCCD Board Docket #5.4, Approved on 9/29/20.	FC78314
21-P0062555 Changed in: Printed Coments						
21-P0062557	10/08/20	12	SEHI COMPUTER PRODUCTS	374.08		FC78314
21-P0062557	10/13/20	12	SEHI COMPUTER PRODUCTS	380.08	Change Order #1 10/13/20 Add item #5 Shipping Charges	FC78314
21-P0062557 Changed in: PO Amount, Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0062566	10/08/20	11	FARMERS AND MERCHANTS BANK O	3,324.22		FC78314
21-P0062566	10/08/20	11	FARMERS AND MERCHANTS BANK O	3,274.22		FC78314
21-P0062566 Changed in: PO Amount						
21-P0062587	10/12/20	12	C.C. IMEX	2,018.18		JM13964
21-P0062587	10/12/20	12	C.C. IMEX	2,018.18	*** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	JM13964
21-P0062587 Changed in: Printed Coments						
21-P0062600	10/13/20	33	HOME DEPOT	2,280.01		JM13964
21-P0062600	10/13/20	33	HOME DEPOT	2,260.58		JM13964
21-P0062600 Changed in: PO Amount						
19-P0199439	09/20/20*	12	LONG BEACH CITY COLLEGE	983,369.00	CHANGE ORDER #2, 7/9/19; INCREASE PO BY \$70,006 FOR A TOTAL AGREEMENT AMOUNT OF \$983,369 PER THE AMENDED PARTICIPATION AGREEMENT DATED 7/8/19.	DE68698
19-P0199439	10/06/20	12	LONG BEACH CITY COLLEGE	1,008,369.00	CHANGE ORDER #3, 10/6/20; INCREASE PO BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,008,369 PER THE AMENDED PARTICIPATION AGREEMENT DATED 9/16/20.	DR21189
19-P0199439 Changed in: PO Amount, Printed Coments						
19-P0199487	09/20/20*	12	MOUNT SAN ANTONIO COMMUNITY	1,111,603.00		DE68698
19-P0199487	10/06/20	12	MOUNT SAN ANTONIO COMMUNITY	1,110,603.00	CHANGE ORDER #1, 10/6/20; REDUCE PO BY \$1,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,110,603 PER THE AMENDED PARTICIPATION AGREEMENT DATED 9/17/20	DR21189
19-P0199487 Changed in: PO Amount, Printed Coments						
19-P0199488	09/20/20*	12	PASADENA AREA COMMUNITY COLL	829,182.00	CHANGE ORDER NO.: 1, DATE: 03/24/2020, TO INCREASE PO BY \$13,308 FOR A TOTAL AGREEMENT AMOUNT OF \$829,182 PER AMENDED PARTICIPATION AGREEMENT DATED 03/09/2020.	EE88439
19-P0199488	10/06/20	12	PASADENA AREA COMMUNITY COLL	892,182.00	CHANGE ORDER #2, 10/6/20; INCREASE PO BY \$63,000 FOR A TOTAL AGREEMENT AMOUNT OF \$892,182 PER THE AMENDED PARTICIPATION AGREEMENT DATED 8/7/20.	DR21189
19-P0199488 Changed in: PO Amount, Printed Coments						
19-P0199551	09/20/20*	12	LOS ANGELES COMMUNITY COLLEG	1,128,863.00	Change Order no.: 1, Date: 07/24/2019; Decrease PO by \$65,000 for a total agreement amount of \$1,128,863 per the amended Participation Agreement, executed on 07/08/2019.	EE88439
19-P0199551	10/06/20	12	LOS ANGELES COMMUNITY COLLEG	1,153,863.00	CHANGE ORDER #2, 10/6/20; INCREASE PO BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,153,863 PER THE AMENDED PARTICIPATION AGREEMENT DATED 8/19/20.	DR21189

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
19-P0199551 Changed in: PO Amount, Printed Coments						
20-P0209508	09/20/20*	12	LASSEN COUNTY OFFICE OF EDUC	125,000.00		DE68698
20-P0209508	09/25/20	12	LASSEN COUNTY OFFICE OF EDUC	100,000.00	CHANGE ORDER NO.:1, DATE: 09/25/2020 TO DECREASE PO BY \$25,000 FOR A PO TOTAL AMOUNT OF \$100,000 PER FIRST AMENDMENT DATED: 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209508 Changed in: PO Amount, Printed Coments						
20-P0209516	09/20/20*	12	VENTURA COUNTY OFFICE OF EDU	125,000.00		DE68698
20-P0209516	09/25/20	12	VENTURA COUNTY OFFICE OF EDU	100,000.00	CHANGE ORDER NO.:1, DATE: 09/25/2020, TO DECREASE PO BY \$25,000 FOR A PO TOTAL AMOUNT OF \$100,000.	EE88439
20-P0209516	09/25/20	12	VENTURA COUNTY OFFICE OF EDU	100,000.00	CHANGE ORDER NO.:1, DATE: 09/25/2020, TO DECREASE PO BY \$25,000 FOR A PO TOTAL AMOUNT OF \$100,000 PER THE FIRST AMENDMENT DATED 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209516 Changed in: PO Amount, Printed Coments						
20-P0209529	09/20/20*	12	RIVERSIDE COUNTY OFFICE OF E	250,000.00		DE68698
20-P0209529	10/06/20	12	RIVERSIDE COUNTY OFFICE OF E	200,000.00	CHANGE ORDER #1, 10/6/20; DECREASE PO BY \$50,000 FOR A TOTAL AGREEMENT AMOUNT OF \$200,000 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/11/20. BOARD APPROVED: 5/11/20.	DR21189
20-P0209529 Changed in: PO Amount, Printed Coments						
20-P0209558	09/20/20*	12	NORTH ORANGE COUNTY CCD	252,325.00		DR21189
20-P0209558	10/06/20	12	NORTH ORANGE COUNTY CCD	390,437.00	CHANGE ORDER #1, 10/6/20; INCREASE PO BY \$138,112 FOR A TOTAL AGREEMENT AMOUNT OF \$390,437 PER THE AMENDED PARTICIPATION AGREEMENT DATED 9/2/20.	DR21189
20-P0209558 Changed in: PO Amount, Printed Coments						
21-P0219231	09/20/20*	12	ALAMEDA COUNTY OFFICE OF EDU	100,000.00		DR21189
21-P0219231	10/15/20	12	ALAMEDA COUNTY OFFICE OF EDU	100,000.00	CHANGE NO 1, DATE: 10/15/2020 TO UPDATE THE ACCOUNT NUMBER PER DEPARTMENT REQUEST.	EE88439
21-P0219231 Changed in: Printed Coments						
21-P0219263	09/20/20*	12	RIVERSIDE COUNTY OFFICE OF E	250,000.00		DR21189
21-P0219263	10/06/20	12	RIVERSIDE COUNTY OFFICE OF E	375,000.00	CHANGE ORDER #1, 10/6/20; INCREASE PO BY \$125,000 FOR A TOTAL AGREEMENT AMOUNT OF \$375,000 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 9/10/20. BOARD APPROVED: 9/10/20	DR21189
21-P0219263 Changed in: PO Amount, Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0219268	09/20/20*	11	CALIF NARCOTIC OFFICERS ASSO	60,000.00	Change order #1, dated 8/11/20. Reduced original amount of \$337,500 to \$60,000 per department request.	JM13964
21-P0219268	09/25/20	11	CALIF NARCOTIC OFFICERS ASSO	110,000.00	Change order #2, dated 9/25/20. Added line #2 to increase amount by \$50,000 per department request.	JM13964
21-P0219268 Changed in: PO Amount, Printed Coments						
21-P0219330	09/20/20*	12	NORTH ORANGE COUNTY CCD	588,681.00		CP41423
21-P0219330	10/06/20	12	NORTH ORANGE COUNTY CCD	1,057,920.00	CHANGE ORDER #1, 10/6/20; INCREASE PO BY \$469,239 FOR A TOTAL AGREEMENT AMOUNT OF \$1,057,920 PER THE AMENDED PARTICIPATION AGREEMENT DATED 9/14/20.	DR21189
21-P0219330 Changed in: PO Amount, Printed Coments						
21-P0219346	10/01/20	12	BELLFLOWER UNIFIED SCHOOL DI	894,025.00		ET18911
21-P0219346	10/13/20	12	BELLFLOWER UNIFIED SCHOOL DI	894,025.00	CHANGE ORDER NO:1, DATE: 10/13/2020 TO INCREASE PO BY \$27 FOR A TOTAL AGREEMENT AMOUNT OF \$894,052 PER DEPARTMENT REQUEST.	EE88439
21-P0219346	10/13/20	12	BELLFLOWER UNIFIED SCHOOL DI	894,052.00	CHANGE ORDER NO:1, DATE: 10/13/2020 TO INCREASE PO BY \$27 FOR A TOTAL AGREEMENT AMOUNT OF \$894,052 PER DEPARTMENT REQUEST.	EE88439
21-P0219346 Changed in: PO Amount, Printed Coments						
21-P0219360	09/20/20*	11	ELLUCIAN COMPANY L.P.	47,958.00		DR21189
21-P0219360	10/09/20	11	ELLUCIAN COMPANY L.P.	47,958.00	CHANGE ORDER #1, 10/9/20; UPDATE TERM OF PUCHASE ORDER TO BE THROUGH 6/30/21 PER THE ELLUCIAN ORDER FORM FOR RENEWAL OF CLOUD SOFTWARE.	DR21189
21-P0219360	10/13/20	11	ELLUCIAN COMPANY L.P.	35,968.00	CHANGE ORDER #2, 10/13/20; DECREASE PO BY \$11,990 TO REFLECT THE PRORATED COST	DR21189
21-P0219360 Changed in: PO Amount, Printed Coments						
21-P0219393	10/07/20	12	SAN DIEGO COUNTY SUPERINTEND	100,000.00		DR21189
21-P0219393	10/15/20	12	SAN DIEGO COUNTY SUPERINTEND	100,000.00	CHANGE ORDER NO.1, DATE: 10/15/2020 TO UPDATE ACCOUNT NUMBER PER DEPARTMENT REQUEST.	EE88439
21-P0219393 Changed in: Printed Coments						
21-P0219399	10/13/20	12	OCLC ONLINE COMPUTER LIBRARY	32,397.20	Quote # 1000003060	JM13964
21-P0219399	10/13/20	12	OCLC ONLINE COMPUTER LIBRARY	32,397.20		JM13964
21-P0219399 Changed in: Printed Coments						

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

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM SEPTEMBER 20, 2020 THROUGH OCTOBER 17, 2020
BOARD MEETING OF NOVEMBER 9, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0062396	\$30,000.00	Miscellaneous classroom supplies for Child Development Programs to be purchased as needed	DO -CDC Administration	Purchased from the California Multiple Awards Schedule (CMAS) Contract #4-18-78-0053B Board Approved: 9/14/20
21-P0062410	\$46,694.66	Reconfiguration of Room A-214 at Santa Ana College	SAC -Administrative Services Office	Received Quotations: *1. Inter-Pacific, Inc. 2. D4 Solutions *Successful Bidder
21-P0062413	\$40,000.00	Professional Services Agreement with Lauren McSherry to provide technical assistance and written resources to assist with the Strong Workforce Program regional goals, pathways, and metrics.	DO -LA/OC Regional Consortia	Board Approved: August 10, 2020
21-P0062420	\$54,200.00	Professional consulting services for the feasibility study of student housing at Santa Ana College	DO -Facility Planning Office	Board Approved: September 14, 2020
21-P0062435	\$25,000.00	One year subscription service to webinars for students provided by the California Community Equity Leadership Alliance at the University of Southern California	SCC -Student Equity	Board Approved: August 10, 2020
21-P0062437	\$19,904.38	Apple laptop computers with extended warranties, SD card readers and USB adapters for Photography Department students	SAC -Photography	Sole Source Board approved: July 25, 2005

**PURCHASE ORDERS SUPPLEMENT
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P.O. #	Amount	Description	Department	Comment
21-P0062443	\$100,000.00	Professional Services Agreement with Core Education Services to work with Los Angeles colleges to increase enrollment	DO -LAOCRC - Los Angeles	Board Approved: September 14, 2020
21-P0062472	\$35,700.00	Professional Services Agreement with Robert Alfred Kleinhenz to assemble a compendium of historical data on Orange County economic indicators and develop a socioeconomic profile of the county's current workforce	DO -LAOCRC - Los Angeles	Board Approved: September 14, 2020
21-P0062501	\$29,951.35	Exercise stress system and treadmill	SAC -Fire Technology	Received Quotations: *1. McKesson General Medical Corp 2. Orange County Medical Sales *Successful Bidder
21-P0062528	\$40,155.00	Parking lot resurfacing of Lot 9 at Santa Ana College	DO -Facility Planning Office	Received Quotations: *1. Century Paving, Inc. *Successful Bidder
21-P0062537	\$20,976.00	Twelve Victory Electrostatic Backpack Sprayers including battery and battery charger to be distributed districtwide. As a prevention from Covid-19, these backpack cordless sprayers are designed for sanitizing and disinfecting of all facilities including classrooms, labs, open meeting areas, restrooms, offices, hallways and elevators.	DO -Risk Management	Board Approved: October 12, 2020

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P.O. #	Amount	Description	Department	Comment
21-P0062538	\$26,645.00	Professional Services Agreement to assist with the "Hard to Convert CTE Laboratory Program Research Project"	DO -LA/OC Regional Consortia	Board Approved: July 13, 2020
21-P0062541	\$57,440.60	Purchase of equipment, software, licenses, cabling, materials and professional services related to the Mobile Board Meeting AV System. This portable solution will allow all components to be packaged for transportation and setup at venues, district-wide for hybrid Zoom/in-person Board of Trustees meetings as requested.	DO -ITS	Board Approved: October 12, 2020
21-P0062547	\$24,000.00	Professional Services Agreement to provide supervision and field instruction to Master of Social Work student interns and provide mental health consulting services, coordination, record keeping and documentation	DO -CDC Administration	Board Approved: September 29, 2020
21-P0062551	\$23,895.91	Replacement of the Uninterruptible Power Supply (UPS) system at the District Operations Center ITS Server Room	DO -ITS	Received Quotations: *1. Computer Protection Technology 2. Lorbel, Inc. *Successful Bidder
21-P0062570	\$138,996.00	Laptop computers with laser etching and hard drive duplication for the Digital Dons	SAC -Counseling	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015

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P.O. #	Amount	Description	Department	Comment
21-P0062571	\$58,500.00	Professional Services Agreement to provide public relations and marketing support services	DO -Educational Services	Board Approved: September 29, 2020
21-P0062579	\$100,000.00	Postage for bulk mail used District-wide	DO -Mailroom	
21-P0062604	\$25,000.00	Consulting services to provide redevelopment audits	DO -Fiscal Services Office	Board Approved: July 16, 2018
21-P0062617	\$30,000.00	Professional Services Agreement to provide consulting for the RSCCD Chancellor's Diversity Initiative and Rancho Leadership Academy project	DO -Chancellor's Office	Board Approved: September 14, 2020
21-P0062621	\$19,025.00	Annual maintenance for the chillers and boilers at Santa Ana College	SAC -Maintenance	Received Quotations: *1. ACCO Engineered Systems, Inc. 2. Enviser *Successful Bidder
21-P0062624	\$51,235.23	Laptop computers with extended warranties and laptop storage cart	SAC -Welding	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015
21-P0062625	\$85,000.00	Professional Services Agreement to provide consulting and advising for the implementation of data strategy and six-month pilot for an enrollment management system	DO -ITS	Board Approved: October 12, 2020

**PURCHASE ORDERS SUPPLEMENT
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P.O. #	Amount	Description	Department	Comment
21-P0219365	\$93,940.00	Independent audit services for District, Bond and Foundations	DO -Business Operations' Office	Board Approved: January 13, 2020
21-P0219366	\$125,000.00	Sub-agreement with Oakland Unified School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Peralta CCD in the Bay Area Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219367	\$250,000.00	Sub-agreement with Mission Trails Regional Occupational Program/Salinas Union High School District to host the Strong Workforce Program K12 Pathway Coordinators serving the Hartnell and Monterey Peninsula CCDs in the Bay Area Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219368	\$125,000.00	Sub-agreement with North Orange County Regional Occupational Program to host the Strong Workforce Program K12 Pathway Coordinator serving the North Orange County Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219369	\$51,505.00	Sub-agreement with Montebello Unified School District to create, support and/or expand high-quality career technical education programs at the K12 level and K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020

**PURCHASE ORDERS SUPPLEMENT
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P.O. #	Amount	Description	Department	Comment
21-P0219370	\$180,000.00	Sub-agreement with Feather River Community College District to host the K14 Technical Assistance Provider for the North Far North Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219371	\$100,000.00	Sub-agreement with Shasta County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Shasta-Tehama-Trinity Joint CCD in the North/Far North Region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219372	\$900,000.00	Sub-agreement with New Designs Charter Schools to create, support and/or expand high-quality career technical education programs at the K12 level and K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020
21-P0219373	\$900,000.00	Sub-agreement with Azusa Unified School District to create, support and/or expand high-quality career technical education programs at the K12 level and K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020
21-P0219374	\$63,001.00	Continuing education for inmates located in Orange County Jail facilities	SCC -OEC	Board Approved: May 31, 2016

**PURCHASE ORDERS SUPPLEMENT
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P.O. #	Amount	Description	Department	Comment
21-P0219375	\$53,367.80	Software license fees for eLumen curriculum software	SCC- Academic Affairs	Board Approved: September 14, 2020
21-P0219377	\$21,560.01	Annual renewal of Extreme hardware and software	District Wide Technology	Received Quotations: *1. Golden Star Technology 2. VPLS *Successful Bidder
21-P0219378	\$349,575.00	Sub-agreement with Cerritos CCD on behalf of Cerritos College to implement FY19/20 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
21-P0219379	\$733,661.00	Sub-agreement with Los Angeles CCD on behalf of LA Harbor College to implement FY19/20 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
21-P0219380	\$45,000.00	Sub-agreement with Integrative Impact, LLC to implement the statewide Sector Navigator project	DO -Resource Development	Board Approved: September 29, 2020
21-P0219381	\$171,710.00	Sub-agreement with Stephen A. Wright, LLC to implement the statewide Sector Navigator project	DO -Resource Development	Board Approved: September 29, 2020
21-P0219382	\$1,900,967.00	Supplemental instruction for carpenter apprentices	SCC -Apprenticeship	Board Approved: June 15, 2020

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P.O. #	Amount	Description	Department	Comment
21-P0219383	\$900,000.00	Sub-agreement with Norwalk La Mirada Unified School District to create, support and/or expand high-quality career technical education programs at the K12 level and K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020
21-P0219384	\$100,000.00	Sub-agreement with Compton Unified School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Compton CCD in the Los Angeles County Region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219385	\$125,000.00	Sub-agreement with Compton Unified School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Compton CCD in the Los Angeles County Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219386	\$100,000.00	Sub-agreement with County Schools Service Fund dba Kern County Superintendent of Schools to host the Strong Workforce Program K12 Pathway Coordinator serving the Kern CCD in the Central Valley/Mother Lode Region	DO -Resource Development	Board Approved: March 23, 2020

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P.O. #	Amount	Description	Department	Comment
21-P0219387	\$625,000.00	Sub-agreement with San Bernardino County Superintendent of Schools to host the Strong Workforce Program K12 Pathway Coordinators serving the Barstow, Chaffey, Copper Mountain, San Bernardino and Victor Valley CCDs in the Inland Empire Desert Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219388	\$125,000.00	Sub-agreement with San Francisco Unified School District to host the Strong Workforce Program K12 Pathway Coordinators serving the San Francisco CCD in the Bay Area Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219389	\$1,517,332.00	Sub-agreement with Santa Ana Unified School District to create, support and/or expand high-quality career technical education programs at the K12 level and K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020
21-P0219391	\$125,000.00	Sub-agreement with Shasta County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Shasta-Tehama-Trinity Joint CCD in the North/Far North Region	DO -Resource Development	Board Approved: May 11, 2020

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P.O. #	Amount	Description	Department	Comment
21-P0219392	\$125,000.00	Sub-agreement with Sacramento County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Los Rios CCD in the North/Far North Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219393	\$100,000.00	Sub-agreement with San Diego Superintendent of Schools/San Diego County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Palomar CCD in the San Diego/Imperial Region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219394	\$125,000.00	Sub-agreement with San Diego Superintendent of Schools/San Diego County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Palomar CCD in the San Diego/Imperial Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219395	\$852,390.00	Sub-agreement with Los Angeles Unified School District to create, support and/or expand high-quality career technical education programs at the K12 level and K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020

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P.O. #	Amount	Description	Department	Comment
21-P0219397	\$690,209.00	Sub-agreement with Opportunities for Learning-Baldwin Park to create, support and/or expand high-quality career technical education programs at the K-12 level and K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020
21-P0219398	\$109,520.00	Lease of parking lot spaces at 523 N. Grand, Santa Ana, CA 92706	SAC -CEC	Board Approved: April 12, 2017
21-P0219399	\$32,397.20	Annual renewal of Worldshare Management Service software for Library resource search engine and operations system.	SAC -Library Services	Board Approved: June 15, 2020
21-P0219400	\$100,000.00	Sub-agreement with Sacramento County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Los Rios CCD in the North/Far North Region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219402	\$92,590.00	Starfish Enterprise Success Platform software license and support	SAC -Academic Affairs	Board Approved: December 9, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: November 9, 2020
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.	Data Science Tools Fiscal Agent (District) Three-year services agreement from the California Community Colleges Chancellor's Office, Digital Innovation & Infrastructure Division awarded to RSCCD to serve as the Fiscal Agent intermediary to process contracts and payment disbursements on behalf of the Chancellor's Office to subcontractors to provide statewide activities supporting integrative data systems for community colleges as directed and approved by the Chancellor's Office. (20/21). <i>No match required.</i>	10/27/2020	\$10,500,000
2.	Data Services Program Fiscal Agent (District) Three-year services agreement from the California Community Colleges Chancellor's Office, Digital Innovation & Infrastructure Division awarded to RSCCD to serve as the Fiscal Agent intermediary to process contracts and payment disbursements on behalf of the Chancellor's Office to subcontractors to implement big-data and cloud infrastructure strategies, data management protocols and data sharing as directed and approved by the Chancellor's Office. (20/21). <i>No match required.</i>	10/27/2020	\$1,443,000
3.	Los Angeles and Orange County Regional Consortia (District) 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. (20/21). <i>No match required.</i>	07/01/2020	\$370,000
4.	Strong Workforce Program – Local Share (SAC & SCC) Apportionment from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division to improve the quality and increase the quantity of career technical education programs in response to regional labor market needs and to achieve successful workforce outcomes leading to high-demand, high wage jobs. (20/21). <i>No match required.</i>	07/01/2020	\$2,677,883
	<ul style="list-style-type: none"> • SAC \$1,717,026 • SCC \$ 960,857 		

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<p>5. Strong Workforce Program – Regional Share (District)</p> <p>Apportionment from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division for RSCCD to serve as the Fiscal Agent. Project Funds will be utilized to improve the quality and increase the quantity of career technical education programs in response to regional labor market needs and to achieve successful workforce outcomes leading to high-demand, high wage jobs. As the Fiscal Agent, RSCCD will develop sub-agreements, provide guidance and implement procedures, maintain tracking systems and timelines, and collaborate with the Regional Consortia for disbursement of funds to districts within the Los Angeles and Orange County regions. (20/21). <i>No match required.</i></p>	07/01/2020	\$20,122,756
<p>6. Student Support Services – Year 5 (SAC)</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. (20/21). <i>No match required.</i></p>	08/10/2020	\$348,002
<p>7. Wells Fargo Technical Assistance Program (District)</p> <p>Grant award from the Wells Fargo Foundation to the Orange County Small Business Development Center (OCSBDC) to reach underserved communities and individuals pursuing small business opportunities in Little Saigon and its surrounding areas and increase awareness of small business development tools and resources available to the community. (20/21). <i>No match required.</i></p>	10/15/2020	\$36,000
<p>8. Workforce Innovation and Opportunity Act, Title II – Adult Education and Family Literacy Act (SAC & SCC)</p> <p>Federal grant award from the California Department of Education for the Workforce Innovation and Opportunity Act (WIOA) Title II, Adult Education and Family Literacy Act Sections 225, 231, and 243 to provide supplemental funds supporting noncredit adult education and literacy instruction for adult learners. The Act expands and promotes the development of integrated services that incorporate Adult Basic Education (ABE), Adult Secondary Education (ASE), English as a Second Language (ESL), Vocational Literacy, ESL-Citizenship, El Civics and correctional institutionalized education. (20/21). <i>The non-federal match is \$620,375 (25% of the grant award) that consists of general apportionment state-funded certificated noncredit faculty.</i></p> <ul style="list-style-type: none"> • SAC \$1,937,379 • SCC \$ 544,118 	10/02/2020	\$2,481,497

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:	\$37,979,138	Board Date: November 9, 2020
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: November 9, 2020
Re: Approval of First Amendment to Lease with St. Peter Evangelical Lutheran Church	
Action: Request for Approval	

BACKGROUND

Child Development Services provides early care and education services for children and families within the Rancho Santiago Community College District at St. Peter Evangelical Lutheran Church located at 1510 N. Parton Street in Santa Ana, CA. This location offers services to 125 children and families through the district’s contract with the California Department of Education, Early Education and Support Services.

Original Lease Agreement was Board approved on June 15, 2020.

ANALYSIS

This first amendment to the lease between RSCCD and St. Peter Evangelical Lutheran Church for the operation of a child development center will extend the duration of the term from December 31, 2020 to December 31, 2021. All other terms and conditions in the lease remain unchanged.

The lease costs are paid by Child Development Services funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the first amendment to lease with St. Peter Evangelical Lutheran Church in Santa Ana, CA for facilities to provide childcare services as presented.

Fiscal Impact:	\$7,729 per month (Not to exceed \$139,122)	Board Date: November 9, 2020
Prepared by:	Janneth Linnell, Executive Director, Child Development Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
ST. PETER EVANGELICAL LUTHERAN CHURCH**

This First Amendment to Agreement is dated effective as of the later of November 9, 2020 or the date fully executed by both parties ("Effective Date") and is entered into by and between Rancho Santiago Community College District ("District"), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and St. Peter Evangelical Lutheran Church; a sole proprietor having its principal business address located at 510 N. Parton Street, Santa Ana, CA 92706 (hereinafter called "Contractor").

District and Contractor entered into a certain Agreement dated effective July 1, 2020(the "Agreement").

District and Contractor now desire to amend the terms of the Agreement as more particularly set forth below:

1. **Section 3. TERM** of the Agreement is hereby amended by deleting:

3. TERM. The term of this Lease ("Term") shall be for **six (6)** months commencing July 1, 2020 (the "Commencement Date") and ending on **December 31, 2020** (the "Termination Date"), unless sooner terminated as provided herein.

and inserting the following in lieu thereof:

3. TERM. The term of this Lease ("Term") shall be for **eighteen (18)** months commencing July 1, 2020 (the "Commencement Date") and ending on **December 31, 2021** (the "Termination Date"), unless sooner terminated as provided herein.

2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between District and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

IN WITNESS WHEREOF, District and Contractor have executed and delivered this Amendment effective as of the Effective Date.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

BY: _____
Signature

Print Name: _____

Print Name: Adam M. O'Connor

Print Title: _____

Title: Vice Chancellor of Business Operations & Fiscal Services

Date: _____

Date: _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ACTION</u>
5.6	<u>Approval of Legal Services Agreement with Orbach Huff Suarez + Henderson, LLP</u> The board approved authorizing the Vice Chancellor of Business Operations/ Fiscal Services or his designee to renew the proposed agreement between RSCCD and Orbach Huff Suarez + Henderson, LLP as presented.	<u>Approved</u>
5.7	<u>Approval of Legal Services Agreement with Bergman Dacey Goldsmith, PLC</u> The board approved authorizing the Vice Chancellor of Business Operations/ Fiscal Services or his designee to renew the proposed agreement between RSCCD and Bergman Dacey Goldsmith, PLC as presented.	<u>Approved</u>
5.8	<u>Approval of Legal Services Agreement with Atkinson, Andelson, Loya, Rudd & Romo</u> The board approved authorizing the Vice Chancellor of Business Operations/ Fiscal Services or his designee to renew the proposed agreement between RSCCD and Atkinson, Andelson, Loya, Rudd & Romo as presented.	<u>Approved</u>
5.9	<u>Approval of Lease between RSCCD and St. Peter Evangelical Lutheran Church</u> The board approved the lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.	<u>Approved</u>
5.10	<u>Approval of Settlement Agreement with Southwest Inspection & Testing for New Johnson Student Center Project at Santa Ana College</u> The board approved the settlement agreement with Southwest Inspection & Testing for the New Johnson Student Center Project at SAC as presented.	<u>Approved</u>
5.11	<u>Approval of Five Year Construction Plan (2022-2026) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College</u> The board approved the Five Year Construction Plan (2022-2026) and IPPs for SAC and SCC as presented.	<u>Approved</u>
5.12	<u>Approval of Five-Year Software Support Service Agreement with Ellucian, Inc.</u> The board approved the Five-Year software support service agreement with Ellucian, Inc. as presented.	<u>Approved</u>
5.13	<u>Approval of Amendment to Agreement with Ellucian, Inc. for Professional Services</u> The board approved the amendment to the agreement with Ellucian, Inc. for professional services as presented.	<u>Approved</u>
5.14	<u>Adoption of Resolution No. 20-09 to Approve Contracts for Procurement of Microscopes, Specialized Engineering Equipment and Related Equipment and Services</u> The board postponed action on Resolution No. 20-09 to approve contracts for the procurement of microscopes, specialized engineering equipment and related equipment and services without competitive bidding as presented.	<u>Postponed</u>

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Lease between RSCCD and St. Peter Evangelical Lutheran Church	
Action:	Request for Approval	

BACKGROUND

Child Development Services provides early care and education services for children and families within the Rancho Santiago Community College District at St. Peter Evangelical Lutheran Church located at 1510 N Parton in Santa Ana. This location offers services to 125 children and families through the district's contract with the California Department of Education, Early Education and Support Services.

ANALYSIS

The lease will provide space for three preschool classrooms, two offices, a conference/work room and the use of bathrooms, playground, kitchen, and a pantry. The duration of the lease agreement will be from July 1, 2020 through December 31, 2020.

The lease costs are paid for by Child Development Services funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.

Fiscal Impact:	\$7,729 per month Not to exceed \$46,374	Board Date: June 15, 2020
Prepared by:	Janneth Linnell, Executive Director, Child Development Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. Landlord shall keep this Security Deposit separate from its general funds. If Tenant shall fully and faithfully perform every material provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to the Tenant within twenty (20) days following the expiration of the Lease Term.

8 OPERATING EXPENSES.

8.1 Landlord shall be responsible for all Operating Expenses as defined herein.

8.2 The term "Operating Expenses" shall mean any and all expenses incurred by Landlord in connection with the operation, maintenance and repair of the common areas of the Building and Project including, but not limited to the following: charges or fees for, and taxes on, the furnishing of electricity, fuel, water, sewer, gas, oil and other utilities; (at Landlord's sole discretion) security; pest control; cleaning of windows and exterior curtain walls; janitorial services; trash and snow removal; landscaping and repair and maintenance of grounds; salaries, wages, and benefits for employees of Landlord engaged in the operation, maintenance or repair of the Project including benefits, payroll taxes and worker's compensation insurance (or only a pro rata portion if such employees are not dedicated exclusively to the Project); license fees and governmental permits; casualty and liability insurance; costs of repairing casualties or losses to the building (s), for which Landlord does not receive insurance proceeds covering the entire loss; costs for code compliance; cleaning supplies; uniforms and dry cleaning service; supplies, repairs, replacements and other expenses for maintaining and operating the Project at the time it was constructed or the installation of any device or other equipment which improves the operating efficiency of any system within the Project and thereby reduces the cost of operating said system(s); Landlord's accounting fees and costs for the system within the Project and thereby reduces Operating Expenses; Landlord's accounting fees and costs for the preparation of statements of operating expenses or incurred in order to reduce operating expenses; legal fees and costs relating to the operation, repair or maintenance of the Project or incurred in order to reduce operating expenses; service or management contracts with independent contractors and general overhead; administrative expenses; management fees; telephone, stationery; and the costs of any other items which, under generally accepted accounting principles constitute operating and maintenance costs attributable to any or all of the Project.

8.3 Tenant shall have no responsibility for any of the following expenses: (1) the construction costs for any expansion of the Building or Project; (2) ground rent or debt service (including, but without limitation, interest and principal) required to be made on debt incurred by Landlord and relating to any portion of the Building or Project; (3) costs for which Landlord has a right to receive reimbursement from others; (4) depreciation of the Project or other said improvements; (5) costs occasioned by Landlord's fraud or willful misconduct; (6) environmental pollution assessment and remediation related costs not caused by Tenant or its agents; (7) leasing commissions; (8) expenses paid from reserve amounts previously included in Operating Expenses; (9) costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a third party (such proceeds or reimbursement to be credited to Operating Expenses in the

Initials: DF _____
Landlord Tenant

(3) 5.9 (3)

the Premises.

9.1 Condition of Premises.

Landlord shall deliver the Premises to Tenant in a clean condition on the Lease Commencement Date. Landlord represents and warrants that as of the Commencement Date, but without regard to any alterations or improvements made by Tenant, the Premises does not violate any covenants or restrictions of record, any applicable building code, or any regulations or ordinances in effect on the Commencement Date. In the event that it is determined that this warranty has been violated, then it shall be the obligation of the Landlord, after written notice from Tenant, to promptly, at Landlord's sole cost and expense, to rectify any such violation. Except as otherwise provided in this Lease, Tenant hereby accepts the Premises and the Project in their as is condition existing as of the Lease Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier.

10 MAINTENANCE, REPAIRS, ALTERATIONS AND COMMON AREA SERVICES.

10.1 Landlord's Obligations. Landlord represents and warrants that to its actual knowledge, the Premises and the structural elements, roof and building systems of the Building are seismically and otherwise in sound condition and in compliance with all applicable federal, state and local laws, statutes, applicable building codes, ordinances and governmental rules, regulations or requirements now in force, including, without limitation, handicapped accessibility standards set forth in the ADA. Landlord has disclosed all known conditions, including, but not limited to, environmental contamination, restrictions on utilities, or exclusive use restrictions, that would adversely affect Tenant's use of the Premises. Landlord shall (i) maintain, repair and replace the structural portions of the Project, including but not limited to the foundation, floor/ceiling slabs, roof, curtain wall, exterior glass, columns, beams, shafts, stairs, stairwells and elevator cabs and common areas, and (ii) maintain, repair and replace (as reasonably determined by Landlord to be appropriate) the basic mechanical, electrical, life safety, plumbing, sprinkler systems and heating, ventilating and air-conditioning systems (provided, however, that Landlord's obligation with respect to any such systems shall be to repair, maintain and replace those portions of the systems located in the core of the Project or in other areas outside of the Premises, but Tenant shall be responsible to repair and maintain any distribution of such systems in the Premises).

A. HVAC Warranty. Landlord warrants and represents that the heating and air-conditioning ("HVAC") systems and equipment within the Premises are in good working order as of the date hereof and will remain so for the term of this Lease, ordinary wear and tear and negligence of Tenant excepted. In the event that any such systems and/or equipment fail, the cost to repair or replace shall be the sole responsibility of Landlord and no portion of such cost will be passed through to Tenant.

10.2 Tenant's Obligations.

A. Notwithstanding Landlord's obligation to keep the Premises in good

Initials:
Landlord Tenant

(5) 5.9 (5)

condition and repair, Tenant shall be responsible for payment of the cost thereof to Landlord as additional Rent for (i) that portion of the cost of any maintenance and repair of the Premises, or any equipment, (wherever located) that serves only Tenant or the Premises, to the extent such cost is attributable to causes beyond normal wear and tear and (ii) for any other costs which are incurred in on or about the Premises because of Tenant's particular use or actions. Tenant shall be responsible for the cost of painting, replacing, repairing and/or maintaining wall coverings or any Premises improvements that are not ordinarily a part of the Premises or that are above then Project standards, including but not limited to all telephone or computer related wire or cabling. Landlord may, at its option, upon reasonable notice, elect to have Tenant perform any particular such maintenance or repairs the cost of which is otherwise Tenant's responsibility hereunder.

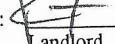
B. On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, ordinary wear and tear excepted, clean and free of debris. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment.

10.3 Alterations and Additions.

A. Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, additions, utility installations or repairs in, on or about the Premises, except for non-structural modifications, installation of trade fixtures (for purposes of this Lease, "trade fixtures" is defined as removable personal property that Tenant attaches to the Premises for business purposes), installations or repairs.

B. Any alterations, improvements, additions or utility installations in or about the Premises that Tenant shall desire to make or are required to be made by the city or other governing authority because of Tenant's use or alteration, improvement, addition or utility installation, shall be presented to Landlord in written form, with proposed detailed plans and the cost thereof, including the cost of alterations or improvements to the common areas of the Project all of which shall be borne by Tenant unless otherwise agreed to in writing. If Landlord shall give its consent to Tenant's making such alteration, improvement, addition or utility installation, the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from the applicable governmental agencies, furnishing a copy thereof to Landlord prior to the commencement of the work and compliance by Tenant with all conditions of said permit in a prompt and expeditious manner. In the event Tenant utilizes any common areas for any utility installations, including but not limited to, phones or telecommunications equipment, Tenant shall do so at its sole risk and shall provide its own security for such installations.

C. With the exception of trade fixtures, all alterations, improvements, additions and utility installations (whether or not such utility installations constitute trade fixtures of Tenant), which may be made to the Premises by Tenant, including but not limited to, floor coverings, panelings, doors, drapes, built-ins, moldings, sound attenuation, lighting and telephone or communication systems, conduit, wiring and outlets shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Lease

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Landlord Tenant

(6) 5.9 (6)

Term.

10.4 Utility Additions. Landlord reserves the right to install new or additional utility facilities throughout the Project, at Landlord's sole cost and expense, for the benefit of Landlord or Tenant, or any other tenant of the Project, including, but not by way of limitation, such utilities as plumbing, electrical systems, communication systems, and fire protection and detection systems, so long as such installations do not unreasonably interfere with Tenant's use of the Premises.

11. LIENS. Tenant shall promptly pay and discharge all claims for work or labor done, supplies furnished or services rendered and shall keep the Premises free and clear of all mechanic and materialman liens in connection therewith.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer, mortgage or encumber this Lease or sublet all or a portion of the Premises without obtaining the prior written consent of Landlord, nor shall any assignment or transfer of this Lease be effective by operation of law or otherwise without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any request for consent shall be in writing and provide sufficient information for Landlord to determine the financial strength of such assignee or subtenant. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under the terms of the Lease, unless agreed to in writing by Landlord. Landlord shall respond to any request for assignment or subletting within ten (10) days of written request by Tenant.

13. INSURANCE AND INDEMNITY.

13.1 Self-Insurance - Tenant. The insurance requirements set forth under this Section 12 may be satisfied by a self-insurance program approved by the District's governing Board of Education. As of the execution of this Lease, the Tenant is self-insured.

13.2 Liability Insurance - Tenant. Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease a policy of liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate insuring Tenant, with Landlord as an additional insured, against all liability arising out of the use, occupancy or maintenance of the Premises.

13.3 Liability Insurance - Landlord. Landlord shall, at Landlord's expense, obtain and keep in force during the Term of this Lease a policy of liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate insuring Landlord, but not Tenant, against all liability arising out of the ownership, use, occupancy or maintenance of the Buildings and Project of which the Premises are a part.

13.4 Property Insurance - Tenant. Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease for the benefit of Tenant, replacement cost and fire and extended coverage insurance, with vandalism and malicious mischief, in an amount sufficient to

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Landlord Tenant

(7) 5.9 (7)

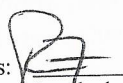
cover not less than the full replacement cost, as the same may exist from time to time, of Tenant's personal property, fixtures, equipment and tenant improvements.

13.5 Property Insurance - Landlord. Landlord shall, at Landlord's expense, obtain and keep in force during the Term of this Lease a policy or policies of insurance covering loss or damage to the Building and Project improvements, but not Tenant's personal property, fixtures, equipment or tenant improvements, in the amount of the full replacement cost thereof, as the same may exist from time to time, providing protection against all perils included with the classification of fire, extended coverage, vandalism, malicious mischief, plate glass and such other perils as Landlord deems advisable or may be required by a lender having a lien on the Building or Project. In addition, Landlord shall obtain and keep in force, during the Term of the Lease, a policy of rental value insurance covering a period of one year, with loss payable to Landlord, which insurance shall also cover all Operating Expenses for said period. Tenant will not be named in any such policies carried by Landlord and shall have no right to any proceeds therefrom. The policies required by Section 12.3 and 12.5 shall contain such deductibles as Landlord or its lender may require. If the Premises shall suffer an insured loss as defined in Section hereof, the deductible amounts under the applicable insurance policies shall be deemed an Operating Expense. Tenant shall not do or permit anything to be done which shall invalidate the insurance policies carried by Landlord. Tenant shall pay the entirety of any increase in the property insurance premium for the Building over what it was immediately prior to the commencement of the Term if the increase is specified by Landlord's insurance carrier as being caused by the nature of Tenant's occupancy.

13.6 Insurance Policies. Subject to Section 12.1 above, Tenant shall deliver to Landlord copies of liability insurance policies required under this Section 12 or certificates evidencing the existence and amounts of such insurance within seven (7) days after the Commencement Date of this Lease. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord. Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals thereof. All policies shall name Landlord as additional insured.

13.7 Waiver of Subrogation. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage or other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsement, if required by their insurer to evidence compliance with this waiver.

13.8 Indemnity. Tenant shall indemnify and hold harmless Landlord (including all officers, directors, shareholders, agents and employees of the same), from and against any and all claims, losses, damages, or liability because of injuries or death of persons or damage to, destruction, loss or theft of property caused by the active negligence or willful misconduct of Tenant, its employees, agents, or contractors during the course of Tenant's use of the Premises under this Agreement but only to the extent that such claims, losses, damages, or liability could have been brought directly against the Tenant.

Initials:  _____
Landlord Tenant

(8) 5.9 (8)

Landlord shall indemnify and hold harmless Tenant (including all officers, directors, shareholders, agents and employees of the same), from and against any and all claims, losses, damages, or liability because of injuries or death of persons or damage to, destruction, loss or theft of property arising from Landlord's ownership, management, use or operation of the Project, unless caused by the active negligence or willful misconduct of Tenant, its employees, agents, or contractors relating to the Premises, Building or Project.

14. **SERVICES AND UTILITIES.** Landlord shall furnish to the Premises Monday through Friday, 6:30 a.m. to 6:30 p.m., during generally recognized business days, subject to the rules and regulations of the Project of which the Premises are a part in such reasonable quantities as in the judgment of Landlord is reasonably necessary for the comfortable occupancy of the Premises for general office purposes: (a) electricity for normal lighting; (b) the electricity for fractional horsepower office machines 24 hours per day, 365 days per year; and (c) heat and air conditioning. Landlord shall also maintain and keep lighted the common stairs, common entries and toilet rooms in the Project of which the Premises are a part.

15. **REAL PROPERTY TAXES.**

15.1 **Payment of Taxes.** Landlord shall pay the Real Property Tax, as defined in Section 14.3, applicable to the Project. The Tenant, as a public entity, is exempt from payment of Real Property Taxes and shall not be responsible for any Real Property Taxes with respect to Property. Tenant makes no representation or warranty with respect to any tax or business matters related to Landlord's disposition of the Property, and Landlord expressly acknowledges that it has consulted its own legal counsel and consultants regarding all necessary tax and business related matters associated with the disposition of the Property.

15.2 **Additional Improvements.** Tenant shall not be responsible for paying any increase in Real Property Tax specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Landlord for the exclusive enjoyment of any other tenant.

16. **OPTION TO EXTEND TERM.** Provided that Tenant is not in default under this Lease at the time the option is exercised, Tenant shall have the option to extend the Lease Term (the "Option") for two (2) consecutive one (1) year periods (each, an "Option Period") commencing on the expiration of the initial Lease Term. Tenant shall provide Landlord not more than sixty (60) days written notice of its intent to exercise the Option. The Option shall apply to the entire Premises.

17. **LANDLORD'S ACCESS.**

17.1 Upon prior notice, Lessee shall make the premises available during normal business hours to Lessor, authorized agent or representative, for the purpose of entering to (a) make necessary or agreed upon repairs, decorations, alterations or improvements or supply necessary or agreed upon service, or (b) inspect the premises as deemed necessary. In an emergency, Lessor,

Initials:  _____
Landlord Tenant

(9) 5.9 (9)

authorized agent or representative may enter the premises, at any time, without prior permission from Lessee. Church members or representatives may not walk through leased spaces during school hours without prior authorization and or notice. This is in order to comply with licensing regulations.

17.2 In the event that Landlord's entry onto the Premises may take place at a time or under circumstances that could result in contact with any under age pupils (younger than 18 years of age), Landlord's right to enter the Premises is conditioned on compliance with requirements of state law regarding fingerprinting and background checks as set forth in Education Code Section 45125.2.

18 DAMAGE OR DESTRUCTION.

18.1 **Definitions.** The following Definitions "A" through "G" shall have the same meaning throughout the Lease as they do in this Section 17.

A. "Premises Damage" shall mean if the Premises are damaged or destroyed to any extent.

B. "Premises Project Partial Damage" shall mean if the Project of which the Premises are a part is damaged or destroyed to the extent that the cost to repair is less than fifty percent (50%) of the then Replacement Cost of the Project.

C. "Premises Project Total Destruction" shall mean if the Project of which the Premises are a part is damaged or destroyed to the extent that the cost to repair is fifty percent (50%) or more of the then Replacement Cost of the Project.

D. "Project" shall mean the site and all of the buildings located thereon.

E. "Project Total Destruction" shall mean if the Project buildings are damaged or destroyed to the extent that the cost of repair is fifty percent (50%) or more of the then Replacement Cost of the Project buildings.

F. "Insured Loss" shall mean damage or destruction which was caused by an event required to be covered by the insurance described in Section 12. The fact that an Insured Loss has a deductible amount shall not make the loss an uninsured loss.

G. "Replacement Cost" shall mean the amount of money necessary to be spent in order to repair or rebuild the damaged area to the condition that existed immediately prior to the damage occurring, excluding all improvements made by Tenants, other than those installed by Landlord at Tenant's expense.

18.2 Premises Damage; Premises Project Partial Damage.

A. Insured Loss: Subject to the provisions of Sections 17.4 and 17.5, if at any

Initials:  _____
Landlord Tenant

(10) 5.9 (10)

Lease shall continue in full force and effect. If Tenant fails to exercise such option during said twenty (20) day period, then Landlord may at Landlord's option terminate and cancel this Lease as of the expiration of said twenty (20) day period, notwithstanding any term or provision in the grant of option to the contrary.

18.5 Abatement of Rent; Tenant's Remedies.

A. In the event Landlord repairs or restores the Project or Premises pursuant to the provisions of this Section 17 and any part of the Premises are not usable (including loss of use due to loss of access or essential services), the Rent payable hereunder (including Tenant's Pro Rata Share of Excess Expenses) for the period during which such damage, repair or restoration continues shall be abated, provided (i) the damage was not the result of the negligence of Tenant, and (ii) such abatement shall only be to the extent the operation and profitability of Tenant's business as operated from the Premises is adversely affected. Except for said abatement of Rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

B. If Landlord shall be obligated to repair or restore the Premises or the Project under the provisions of this Section 17 and shall not commence such repair or restoration within ninety (90) days after such occurrence, or if Landlord shall not complete the restoration and repair within six (6) months after such occurrence, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

C. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair, including but not limited to the approval and/or execution of plans and specifications required.

18.6 **Waiver.** Landlord and Tenant waive the provisions of any statute which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

19. DEFAULT; REMEDIES.

19.1 **Default.** The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

A. The vacation or abandonment of the Premises by Tenant. Vacation or abandonment of the Premises shall include the failure to occupy the Premises for a continuous period of sixty (60) days or more, whether or not the Rent is paid;

B. The failure by Tenant to make any payment of Rent or any other monetary payment required to be made by Tenant hereunder within ten (10) days of the due date;

Initials:  _____
Landlord Tenant

(12) 5.9 (12)

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within thirty (30) days from receipt of the notice and thereafter diligently pursues such cure to completion;

D. (i) The making by Tenant of any general arrangement or general assignment for the benefit of creditors; (ii) Tenant becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or (iv) the attachment, execution of other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days. In the event that any provision of this Section 18.1 (D) is contrary to any applicable law, such provision shall be of no force or effect; or

19.2 **Remedies.** In the event of any material default or breach of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default;

A. Terminate Tenant's right to possession of the Premises by a lawful means, in which case this Lease and the Term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent for the balance of the term after the time of such award exceeds the amount of such Rent loss for the same period that Tenant proves could be reasonably avoided; the leasing commission paid by Landlord to release the Premises and which is applicable to the unexpired Term of this Lease.

B. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of that state wherein the Premises are located. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due in accordance with Section 28 herein.

Initials:  _____
Landlord Tenant

(13) 5.9 (13)

19.3 **Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently pursues the same to completion.

19.4 **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Project. Accordingly, if any installment of Base Rent due from Tenant shall not be received by Landlord or Landlord's designee by the tenth (10th) day of any month in which Rent is due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

20. ESTOPPEL CERTIFICATE.

20.1. Each Party (as "responding party") shall at any time upon not less than ten (10) days prior written notice from the other Party ("requesting party") execute, acknowledge and deliver to the requesting Party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding Party's knowledge, any uncured defaults on the part of the requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Project or of the business of Tenant.

20.2. At the requesting Party's option, the failure to deliver such statement within such time shall be a material default of this Lease by the Party who is to respond, without any further notice to such Party, or it shall be conclusive upon such Party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting Party, (ii) there are no uncured defaults in the requesting Party's performance, and (iii) if Landlord is the requesting Party, not more than one month's Base Rent has been paid in advance.

21. **PARKING.** Tenant shall be entitled to use non-reserved parking spaces at no cost to Tenant.

Initials:  _____
Landlord Tenant

(14) 5.9 (14)

22. **LANDLORD AND OWNER(S) LIABILITY.** Landlord's liability under this Lease is limited to its actual ownership interest in the Project. Tenant expressly agrees that the obligations and liability of Landlord under this Lease and all executed documents related thereto shall not constitute personal obligations of Landlord and its agents, partners and lenders, affiliates, subsidiaries or any other entities or persons involved in the management or ownership of the Project (including all officers, directors and shareholders of the same).
23. **SEVERABILITY.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
24. **TIME OF ESSENCE.** Time is of the essence with respect to the obligations to be performed under this Lease.
25. **NOTICES.** Any notice required or permitted to be given hereunder must be in writing and must be given by either certified or registered mail, return receipt requested, or by personal delivery, and shall be deemed sufficiently given if delivered or addressed (if mailed) to Tenant or to Landlord at the address below the signature of the respective Parties or to the Premises, if the notice is to Tenant, and no address is below Tenant's signature on the signature page of this Lease. However, any notice from Tenant whereby Tenant is exercising an Option, if any, or a notice describing a Landlord default must be sent via certified or registered mail, return receipt requested or by personal delivery with a written verification of receipt from the Property Manager or an officer of Landlord. Mailed notices shall be deemed given upon actual receipt at the address required, or three (3) working days following deposit in the U.S. mail, postage prepaid, whichever first occurs. Either Party may, by notice to the other, specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder must be concurrently transmitted to such Party or Parties at such addresses as Landlord may from time to time designate either in writing or under Landlord's signature block on the signature page of this Lease.
26. **WAIVERS.** No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.
27. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
28. **COVENANTS AND CONDITIONS.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.
29. **BINDING EFFECT; CHOICE OF LAW.** Subject to any provisions hereof restricting

Initials:  _____
 Landlord Tenant

(15) 5.9 (15)

assignment or subletting by Tenant and subject to the provisions of Section 23, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State where the Project is located and any litigation concerning this Lease between the Parties hereto shall be initiated in the county in which the Project is located.

30. **ATTORNEY'S FEES.** In the event that it becomes necessary for either party to initiate legal proceedings to enforce any provision of this Lease, each party shall bear its own litigation costs and expenses, including attorney's fees.

31. **MERGER.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

32. **CONSENTS.** Except when Landlord has its "sole discretion", wherever in this Lease the consent of one Party is required to an act of the other Party, such consent shall not be unreasonably withheld or delayed.

33. **QUIET POSSESSION.** Upon Tenant paying the Rent for the Premises and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant's shall have quiet possession of the Premises for the entire Term hereof subject to all of the provisions of this Lease.

34. **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof, such occupancy shall be a tenancy from month to month subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term.

35. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules by any other Tenants or occupants.

36. **PERFORMANCE UNDER PROTEST.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

37. **AUTHORITY.** Tenant, and each individual executing this Lease on behalf of Tenant,

Initials: RF _____
Landlord Tenant

(16) 5.9 (16)

represents and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of said entity.

38. **CONFLICT.** Any conflict between this Lease and its Exhibit(s) or Addenda(s), if any, the Exhibit(s) or Addenda(s) shall control and prevail. In the event of a conflict between any typewritten or handwritten provisions the handwritten provisions, if any, shall control and prevail.

39. **BINDING EFFECT.** This Lease shall become binding upon Landlord and Tenant only when fully executed by both Parties.

40. **MULTIPLE PARTIES.** If more than one person or entity is named as either Landlord or Tenant herein, except as otherwise expressly provided herein, the obligations of the Landlord or Tenant herein shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant, respectively.

41. **COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall be deemed an original, and when taken together shall constitute the original executed Lease.

42. **ENVIRONMENTAL CONDITIONS.** Landlord shall be responsible for the environmental condition of the Premises and Project and all matters caused by the Landlord, its agents, employees, tenants (excluding Tenant), contractors, guests and invitees. Tenant shall be responsible only for its actions or work.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES. IF THIS LEASE HAS BEEN FILLED IN IT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR HIS APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY LANDLORD OR TENANT AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO; LANDLORD AND TENANT SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

Initials: R _____
 Landlord Tenant

(17) 5.9 (17)

IN WITNESS WHEREOF, the Parties have executed this Lease effective as of the date first written above.

LANDLORD:

ST, PETER EVANGELICAL LUTHERAN CHURCH
a Nonprofit Organization

By: Rod Flippen

Its: Church Executive Counsel, Treasurer

Date: 6/23/2020

Signature: Rod Flippen

TENANT:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
a Community College District

By: Peter J. Hardash

Its: Vice Chancellor, Business Operations and Fiscal Services

Date: Jun 16, 2020

Signature: Peter J. Hardash

Initials: RF _____
Landlord Tenant

(18) 5.9 (18)

*

EXHIBIT "A"

"PREMISES"

Use of 100% of the Fellowship Hall, 2235 sq. ft.; office (Rm. 8), 130 sp. ft.; shared storage space (Rm. 6), 130 sq. ft.; (cannot share during school hours)– 2 restrooms/hallway, 375 sq. ft.; (not during school hours)of kitchen, 205 sq. ft.; office (Rms. 14/15, 350 sq. ft.; upstairs classrooms/restroom, 1345 sq. ft.; upstairs offices (Rms. 22/23) 190 sq. ft.; (Total sq. ft. 4960), shared use of three refrigerators and one freezer; two outside storage sheds; plus two outside play areas; non-exclusive use of parking lot; occasional use of Memorial Room, Nursery Room, and small playground, subject to availability, with advance notice; all facilities located on St. Peter Lutheran Church property to be used for a State Pre-School Program for underprivileged children. Any additional charges for space, equipment and/or services shall be an additional cost beyond what is hereby agreed. Lessor retains first priority on use of all facilities (after school hours) but will provide Lessee with a **minimum of seven (7) days notice in writing** for any church entity or organization requiring use of any of the above mentioned facilities.

Initials:


Landlord

Tenant

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EXHIBIT "C"
CLEANING SERVICES AGREEMENT
SCOPE OF SERVICES

Services to be performed in administration & rooms #8, 14, and 15

Daily

- Mop floors
- Vacuum all carpeted and rug areas
- Clean entrance glass door: frame and handle spot cleaned
- Clean and disinfect all high-touch areas (light switches, door handles, etc.)
- Empty trash

Weekly

- "Edged" perimeter of rooms to remove dust and debris
- Dust office furniture including filing cabinets, credenzas, countertops and bookcases
- Spot clean doors, doorframes and light switches

Monthly

- Dust venetian blinds, windowsills and partitions
- Remove cobwebs as needed
- Dust assessable high light fixtures and vents
- Clean all base boards
- Dust picture frames and thresholds
- Clean fans

Services to be performed in classrooms

Daily

- Vacuum all carpeted and rug areas
- Sweep and mop all hard floor surfaces
- Empty trash
- Clean and disinfect all high-touch areas (light switches, door handles, etc.)
- Empty and refill all portable sinks' water containers as needed, up to twice daily

Weekly

- "Edged" perimeter of rooms to remove dust and debris
- Spot clean doors, doorframes and light switches

Monthly

- Dust venetian blinds, windowsills and partitions
- Remove cobwebs as needed
- Dust assessable high light fixtures and vents
- Clean all base boards
- Dust picture frames and thresholds
- Clean fans

Initials:


Landlord

Tenant

(21) 5.9 (21)

Services to be performed in all restrooms

Daily

- Clean, disinfect, and polish the inside and out of toilets, urinals and fixtures
- Clean and sanitize all high touch surfaces (door handles, light switches, counters) sinks and fixtures
- Clean and polish mirrors
- Empty trash
- Damp wipe paper, soap and toilet tissue dispensers
- Fill toilet tissue, hand towels and soap dispensers
- Wipe splash marks from walls and basin
- Sweep and wet mop floors
- Spot clean doors, and doorframes

Weekly

- Dust venetian blinds, windowsills and partitions
- Remove cobwebs as needed
- Dump warm water down floor drains in all restrooms

Monthly

- Dust assessable high light fixtures and vents
- Clean all base boards

Services to be performed in kitchen area

Daily

- Move mats, sweep and mop floors
- Clean and disinfect all high-touch areas (light switches, door handles, etc.)

Services to be performed twice a year

- Strip, seal, and apply three coats of wax to the vinyl floors in the administration, classrooms, kitchen and restroom areas
- Clean carpets and rugs using extraction machine

Initials:  _____
Landlord Tenant

(22)

5.9 (22)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To: Board of Trustees	Date: November 09, 2020
Re: Board of Trustees Express Interest in Board Officer Positions	
Action: Information	

BACKGROUND

At the July 21, 2014, board meeting the board approved changes to BP 2210 –Officers to include the following:

At the board meeting immediately prior to the annual organizational meeting, the Board President shall solicit expressions of interest from members of the Board, or any newly elected members of the Board, regarding service as President, Vice President, or Clerk of the Board, as well as any committee assignments.

At the January 13, 2014, board meeting the board approved changes to BP 2305 – Annual Organizational Meeting to include the following:

At the annual organizational meeting, the Board President shall solicit expressions of interest from members of the Board, or any newly elected members of the Board, regarding service as President, Vice President or Clerk of the Board, as well as any committee assignments.

ANALYSIS

Board members will have two opportunities (at the November meeting and December meeting) to express interest regarding service as president, vice president, and clerk for 2020-2021.

RECOMMENDATION

The board president shall solicit expressions of interest from board members regarding service as president, vice president, and clerk for 2020-2021, as well as any committee assignments.

Fiscal Impact: None	Board Date: November 09, 2020
Prepared by: Maria Madrigal, Interim Executive Assistant to the Board of Trustees	
Submitted by: Marvin Martinez, Chancellor	
Recommended by: Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

To:	Board of Trustees	Date: November 9, 2020
Re:	Review and Discussion of Self-Evaluation Responses from Community and Staff	
Action:	Information	

BACKGROUND

Board Policy 2745 provides for the Board of Trustees to conduct an annual self-evaluation by December of each year.

ANALYSIS

An evaluation survey was approved by the Board on October 12, 2020, and was distributed to the individuals identified in Board Policy 2745. The survey responses are now presented to the board for review. The remaining steps in the evaluation process are as follows:

November 10, 2020 - Board members complete self-evaluation instrument.
November 25, 2020

December 14, 2020 - Board reviews and discusses tabulated self-evaluation results and creates annual unit goals.

RECOMMENDATION

The survey responses from community and staff are presented to the board for review and discussion.

Fiscal Impact: None	Board Date: November 9, 2020
Prepared by: Nga Pham, Executive Director, Research, Planning and Institutional Effectiveness	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

Rancho Santiago Community College District (RSCCD) Student, Staff and Community Input Regarding RSCCD Board of Trustees' Self-Evaluations

November 2020

For more than a decade, the RSCCD Board of Trustees has implemented an annual review of its internal operations and performance and invited community representatives, faculty/staff and students who interact with them on a regular basis to offer feedback. An online survey instrument is made available to individuals including (but not limited to) the associated student government officers, academic senates officers, the chancellor, vice chancellors, assistant vice chancellors, the college presidents, college vice presidents, representatives of the District's employee unions, college accreditation representatives and community members who serve on the District bond oversight committees or foundations. The survey and data are independently implemented and analyzed by the RSCCD District Research, Planning and Institutional Effectiveness Department.

The Board reviews the input prior to their own individual assessment using the same survey instrument. At the next meeting, the Board will review its collective input and develop goals that members want to work toward during the year. In the following year, the Board again asks the community, staff and students to reassess them so they can evaluate the degree to which their goals have been met and to continue to refine the Board's internal operations and performance, if needed. On a regular basis, the Board Policy Committee also reviews the survey instrument, participant list, timelines and makes recommendations to the Board to ensure the established procedures are still appropriate for intended self-evaluation purposes.

This year's survey was disseminated to 143 individuals; 39 surveys were completed (27% response rate): four community members, nine faculty, seven administrators, six classified, two students, and 11 respondents who did not report their affiliation with the District.

Nearly half (47%) of respondents reported that they regularly attended (more than 10 meetings annually) Board of Trustees meetings; 18% reported that they occasionally attended (6-10 meetings), 21% rarely (1-5 meetings), and 13% never attended.

Respondents were asked how useful they think the questionnaire is to the Board's self-evaluation process; 16% found the survey "very useful", 51% reported "somewhat useful", 24% were "neutral", and 9% found it "not very useful".

Summary of Findings

Overall, this year's respondents rated the board higher than in 2019. Because the number of respondents is small and the number of respondents is different each year, there is greater variation in percentage points. It is recommended that comparisons be used cautiously.

The Board is rated highest (over 85% of respondents "agree" or "strongly agree") for:

- maintaining a positive, cooperative relationship with the chancellor (*mean rating of 3.22, on a scale of 1 to 4, with 4 being "strongly agree" and 1 being "strongly disagree"*),
- including legislative and state policy issues that will impact the district in its agendas (*mean rating of 3.20*),
- conducting its meetings in compliance with state laws, including The Brown Act (*mean rating of 3.19*),
- keeping the chancellor informed of community contacts (*mean rating of 3.14*),
- recognizing and celebrating positive accomplishments of the district and colleges (*mean rating of 3.14*),
- working to build a positive image of the district in the community (*mean rating of 3.13*),
- acting as an advocate for community colleges (*mean rating of 3.12*),
- following a procedure for annual evaluations of the chancellor (*mean rating of 3.00*),
- sustaining a strong board/chancellor partnership and providing ongoing support for the chancellor to foster a strong partnership (*mean rating of 3.00*),
- working directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district (*mean rating of 3.00*), and
- participating in trustee development activities (*mean rating of 2.95*).

The Board is rated lowest (less than 55% of respondents "agree" or "strongly agree") for:

- clearly delegating the administration of the colleges to the chancellor (*mean rating of 2.57, on a scale of 1 to 4, with 4 being "strongly agree" and 1 being "strongly disagree"*),
- making decisions in the best interest of students, the colleges, and the entire district (*mean rating of 2.50*),
- understanding the difference between its policy and oversight roles and the roles of the chancellor and staff (*mean rating of 2.41*),
- understanding its role and that of the chancellor, presidents, faculty, and staff (*mean rating of 2.41*), and
- focusing on policy in board discussion, not administrative matters (*mean rating of 2.41*).

Respondents were very thoughtful when given the opportunity to voice their opinions on the Board's greatest strengths, major accomplishments, and areas in which the Board could improve. There were many accolades, as well as suggestions for improvement, offered.

Comparisons with Prior Years' Findings:

In making comparisons between 2020 responses and those of the prior year, it is important to note that the number of respondents from one survey year to the next varies greatly AND that percentages may fluctuate widely due to the low sample count.

The areas that experienced the most significant increases in ratings (of at least +15 percentage points) since last year, specifically, the board:

- including legislative and state policy issues that will impact the district in its agendas (+31%),
- understanding collective bargaining and its role in the process (+22%),
- operating ethically without conflict of interest following established board policies (+20%),
- regularly develops and reviews goals for continuous improvement (+18),
- working directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district (+16%),
- regularly seek the opinion of the student trustee (+15%),
- community and district employees are aware of who the elected trustees are and their role in district governance (+15%),
- maintaining confidentiality of privileged information (+15%), and
- participating in trustee development activities (+15%).

The areas that experienced the most significant decreases in ratings (of at least -15 percentage points) since last year, specifically:

- having knowledge about the mission and purpose of the institution (-20%), and
- clearly delegating the administration of the colleges to the chancellor (-16%).

Other Findings:

A significant proportion of survey respondents (40% or more) indicated “not applicable” or “don’t know” as their responses. Attention may be needed to develop and/or promote a better understanding of these issues of the board:

- completing the chancellor evaluation process and use the results to strengthen the chancellor's performance and relationships (57%),
- following a procedure for annual evaluations of the chancellor (50%),
- following communication procedures with staff, ensuring the chancellor is informed of such communication (49%),
- keeping the chancellor informed of community contacts (45%), and
- sustaining a strong board/chancellor partnership and providing ongoing support for the chancellor and fostering a strong partnership (43%).

Detail of Findings

Results of the Student, Staff and Community's Evaluation of Board of Trustees' Operations and Performance, 2020

	Distribution of Valid Responses				Total # Respondents	Average Rating (excluding n/a)	Not applicable or don't know
	Strongly Agree	Agree	Disagree	Strongly Disagree			
	4	3	2	1			
Board Organization and Operation							
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	14%	66%	14%	6%	36	2.89	8%
Board members respect each other's opinions.	16%	56%	22%	6%	32	2.81	16%
The board conducts its meetings in compliance with state laws, including The Brown Act.	28%	63%	9%	0%	32	3.19	18%
Board members understand that they have no legal authority beyond board meetings.	13%	53%	20%	14%	30	2.67	23%
Board members regularly seek the opinion of the student trustee.	32%	45%	19%	4%	31	3.06	21%
Policy Role							
Board meetings focus on policy issues that relate to board responsibilities.	15%	53%	26%	6%	34	2.76	11%
The board focuses on policy in board discussion, not administrative matters.	9%	44%	25%	22%	32	2.41	16%
The board is knowledgeable about the mission and purpose of the institution.	21%	44%	32%	3%	34	2.82	8%
The board clearly delegates the administration of the colleges to the chancellor.	11%	40%	43%	6%	35	2.57	8%
Through the chancellor, the board ensures compliance with federal and state laws and measures for emergency response.	22%	59%	13%	6%	32	2.97	16%
Strategic Planning							
The board understands the budget process.	17%	51%	29%	3%	35	2.83	8%
The board gives adequate attention to the mission, goals, and future planning of the district.	14%	55%	25%	6%	36	2.78	5%
The board regularly develops and reviews goals for continuous improvement.	6%	64%	24%	6%	34	2.71	11%
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	18%	46%	27%	9%	33	2.73	13%
The board understands the colleges' educational programs and services.	9%	51%	23%	17%	35	2.51	8%
The board is appropriately involved in defining the vision and goals of the district.	15%	45%	33%	7%	33	2.70	13%
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	23%	58%	16%	3%	31	3.00	18%
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	20%	48%	29%	3%	35	2.86	8%
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	13%	57%	20%	10%	30	2.73	21%

**Results of the Student, Staff and Community's Evaluation of
Board of Trustees' Operations and Performance, 2020**

	Distribution of Valid Responses				Total # Respondents	Average Rating (excluding n/a)	Not applicable or don't know
	Strongly Agree	Agree	Disagree	Strongly Disagree			
	4	3	2	1			
Board Relations with the Chancellor, Presidents, Faculty, and Staff							
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	13%	63%	15%	9%	32	2.78	16%
The board keeps the chancellor informed of community contacts.	29%	61%	5%	5%	21	3.14	45%
The board follows a procedure for annual evaluations of the chancellor.	12%	76%	12%	0%	17	3.00	50%
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	6%	34%	54%	6%	32	2.41	14%
The board and chancellor have a positive, cooperative relationship.	26%	70%	4%	0%	23	3.22	36%
The board understands its role and that of the chancellor, presidents, faculty, and staff.	12%	35%	35%	18%	34	2.41	11%
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	19%	66%	10%	5%	21	3.00	43%
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	13%	56%	31%	0%	16	2.81	57%
The board follows communication procedures with staff, ensuring the chancellor is informed of such communication.	16%	42%	26%	16%	19	2.58	49%
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	16%	72%	8%	4%	25	3.00	32%
Community Relations – Advocacy							
Board members are knowledgeable about community college and state-related issues.	18%	55%	21%	6%	33	2.85	13%
The board acts as an advocate for community colleges.	27%	61%	9%	3%	33	3.12	13%
Board members participate actively in community activities.	23%	53%	20%	4%	30	2.97	19%
Board agendas include legislative and state policy issues that will impact the district.	20%	80%	0%	0%	30	3.20	21%
Board members act on behalf of the entire community.	17%	47%	23%	13%	30	2.67	19%
The board recognizes and celebrates positive accomplishments of the district and colleges.	28%	58%	14%	0%	36	3.14	5%
The board works to build a positive image of the district in the community.	23%	67%	10%	0%	30	3.13	19%
Board members adhere to policies for dealing with college, community citizens, and the media.	12%	69%	11%	8%	26	2.85	32%
The community and district employees are aware of who the elected trustees are and their role in district governance.	23%	48%	29%	0%	31	2.94	18%

**Results of the Student, Staff and Community Evaluation of
Board of Trustees' Operations and Performance, 2020**

	Distribution of Valid Responses				Total # Respondents	Average Rating (excluding n/a)	Not applicable or don't know
	Strongly Agree	Agree	Disagree	Strongly Disagree			
	4	3	2	1			
Board Leadership, Ethics, and Standards of Conduct							
The board understands collective bargaining and its role in the process.	15%	67%	15%	3%	33	2.94	13%
The board practices appropriate collegial consultation (participatory governance).	13%	56%	22%	9%	32	2.72	14%
The board maintains confidentiality of privileged information.	20%	63%	14%	3%	30	3.00	19%
The board makes decisions in the best interest of students, the colleges, and the entire district.	14%	33%	42%	11%	36	2.50	5%
The board operates ethically without conflict of interest following established board policies.	19%	59%	16%	6%	32	2.91	16%
Board members participate in trustee development activities.	15%	70%	10%	5%	20	2.95	47%

**Results of the Student, Staff and Community Evaluation of
Board of Trustees' Operations and Performance, 2016-2020**

	% "strongly agree" or "agree"					% change from 2019
	2020 n=39	2019 n=23	2018 n=26	2017 n=27	2016 n=29	
Board Organization and Operation						
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	80%	77%	96%	83%	73%	+3%
Board members respect each other's opinions.	72%	71%	90%	91%	75%	+1
The board conducts its meetings in compliance with state laws, including The Brown Act.	91%	90%	95%	91%	77%	+1
Board members understand that they have no legal authority beyond board meetings.	66%	68%	78%	76%	62%	-2%
Board members regularly seek the opinion of the student trustee.	77%	62%	94%	70%	83%	+15%
Policy Role						
Board meetings focus on policy issues that relate to board responsibilities.	68%	77%	90%	77%	76%	-9%
The board focuses on policy in board discussion, not administrative matters.	53%	55%	68%	57%	47%	-2%
The board is knowledgeable about the mission and purpose of the institution.	65%	85%	87%	82%	73%	-20%
The board clearly delegates the administration of the colleges to the chancellor.	51%	67%	74%	72%	63%	-16%
The board ensures compliance with federal and state laws and measures for emergency response.	81%	88%	74%	95%	84%	-7%
Strategic Planning						
The board understands the budget process.	68%	69%	87%	79%	68%	-1%
The board gives adequate attention to the mission, goals, and future planning of the district.	69%	59%	83%	75%	71%	+10%
The board regularly develops and reviews goals for continuous improvement.	70%	52%	87%	63%	76%	+18%
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	64%	55%	85%	69%	72%	+9%
The board understands the colleges' educational programs and services.	60%	61%	73%	56%	59%	-1%
The board is appropriately involved in defining the vision and goals of the district.	60%	66%	85%	79%	78%	-6%
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	81%	75%	90%	86%	85%	+6%
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	68%	55%	82%	85%	67%	+13%
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	70%	70%	90%	77%	81%	-

**Results of the Student, Staff and Community Evaluation of
Board of Trustees' Operations and Performance, 2016-2020**

	% "strongly agree" or "agree"					% change from 2019
	2020 n=39	2019 n=23	2018 n=26	2017 n=27	2016 n=29	
Board Relations with the Chancellor, Presidents, Faculty, and Staff						
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	76%	70%	74%	74%	73%	+6%
The board keeps the chancellor informed of community contacts.	90%	84%	89%	87%	83%	+6%
The board follows a procedure for annual evaluations of the chancellor.	88%	91%	86%	95%	89%	-3%
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	40%	45%	57%	62%	61%	-5%
The board and chancellor have a positive, cooperative relationship.	96%	84%	65%	78%	77%	+12%
The board understands its role and that of the chancellor, presidents, faculty, and staff.	47%	58%	63%	56%	71%	-11%
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	85%	72%	67%	79%	75%	+13%
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	69%	72%	75%	83%	64%	-3%
The board follows communication procedures with staff.	58%	70%	80%	67%	63%	-12%
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	88%	72%	93%	89%	89%	+16%
Community Relations – Advocacy						
Board members are knowledgeable about community college and state-related issues.	73%	80%	86%	82%	84%	-7%
The board acts as an advocate for community colleges.	88%	80%	96%	92%	81%	+8%
Board members participate actively in community activities.	76%	88%	92%	81%	86%	-12%
Board agendas include legislative and state policy issues that will impact the district.	100%	69%	91%	95%	92%	+31%
Board members act on behalf of the entire community.	64%	55%	90%	59%	59%	+9%
The board recognizes and celebrates positive accomplishments of the district and colleges.	86%	85%	92%	92%	89%	+1%
The board works to build a positive image of the district in the community.	90%	80%	90%	71%	77%	+10%
Board members adhere to policies for dealing with college, community citizens, and the media.	81%	72%	94%	73%	77%	+9%
The community and district employees are aware of who the elected trustees are and their role in district governance.	71%	56%	76%	72%	64%	+15%
Board Leadership, Ethics, and Standards of Conduct						
The board understands collective bargaining and its role in the process.	82%	60%	80%	80%	75%	+22%
The board practices appropriate collegial consultation (participatory governance).	69%	55%	81%	73%	80%	+14%
The board maintains confidentiality of privileged information.	83%	68%	85%	74%	72%	+15%
The board makes decisions in the best interest of students, the colleges, and the entire district.	47%	53%	87%	60%	52%	-6%
The board operates ethically without conflict of interest following established board policies.	78%	58%	86%	72%	59%	+20%
Board members participate in trustee development activities.	85%	70%	93%	92%	79%	+15%

2020 Respondents' Comments

Board's greatest strengths:

- The board is part of the community and takes into consideration public comments.
- They advocate for the community and address student needs.
- The Board is part of the community and they have our students and families concerns and situations to support.
- Bringing big picture ideas, thinking creatively when necessary, and encouraging staff to do the same.
- They are committed to the RSCC District.
- Board members regularly seek the opinions of the student trustee. Assures that the educational needs of students and the community are effectively and efficiently met.
- They advocate for the colleges.
- I think the board tries to do their best.
- Advocating for community colleges and the district at the local and state legislative levels. Participating in community activities to help publicize the colleges in our district. Attending activities at the colleges.
- It seems they respect each other and are cordial, collegial if you will, with each other.
- Its openness and willingness to listen to many points of view. Places the interests of the students first.
- Strengths of the board include being aware of the demographic that they serve and finding ways to serve them. In addition, reaching out to local businesses to provide resources for the community and connections for their students.
- Long standing board members should be well aware of the strengths and weaknesses of each college and the role of the district in its operations.
- You love your photo ops and optics, if that's a strength.
- Passion for the colleges.
- The collaboration of members from different cultures as well as different career backgrounds. They are also incredibly passionate in helping the students at SAC and helping them succeed and offering as many resources as possible.

Major accomplishments of the Board in the past year:

- Health and safety issues due to the pandemic, by closing the colleges for our safety.
- They approved the closure of the colleges during the pandemic for the health and safety of the district.
- They listened to the public comments and concerns. They are open to talk with some members at the floor.
- Return to Work planning, dealing with Covid and being supportive of the planning efforts
- They have held strong during the pandemic.
- Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district. The board recognizes and celebrates positive accomplishments of the district and colleges.
- They have past board resolutions at critical times.
- Bring in the (new) chancellor
- Providing space to acknowledge and honor students, classified staff, and faculty.
- Hired a new chancellor
- The COVID-19 has been a challenge and continues to threaten district operations. The Board has provided leadership and vision in dealing with this epidemic.
- Uncertain - as there has been conflicting and confusing messaging coming from the board.
- Resolution in support of the CCCCCO Call to Action. Successful transition to remote meetings. Fiscal management.
- Managing the budget through these tough times
- Fundraised a lot of money to give out scholarship and also aid during Covid.

Areas in which the Board could improve:

- The Board needs to improve by getting to know more the Child Development Services department and looking at them closer. Visiting all of our sites and knowing what we do and how we work and be knowledgeable of our department. CDS brings 80% of the workforce by mentoring and contributing to. There is a huge gap between other staff and our department and everyone else in the district. The salary and wages as well as the health and welfare is a lot of difference between us and everyone else.
- The board could improve their knowledge of the vital role of the Child Development teachers. We feel that our issues are not being communicated in our best interest by the Vice Chancellor of HR. For example, the constraints of our budget prevent us from receiving equity in terms of health and wages with the other units. The board could be an advocate for us to meet this equity. This does not reflect how we should be compensated for the important work we do as preschool teachers, mentors to practicum students and providers of support to families. We will continue to advocate for our cause and we hope to gain the respect that we deserve.
- I believe the board can be more involved with all departments under their supervision. Visiting the colleges and Child Development Centers to see the needs and work the Teacher do. Also, they need to revise the salaries of the teachers and the quality of the manager support in the field.
- Relations with staff and students
- Some of the members tend to deviate into the minutia details and micromanage issues that should be handled by the appropriate staff/administrators at the colleges and district. Fiscal management overall. Making certain to not let individual motivations for achievement/personal gain circumvent good practices and policies that have existed at the District, and that singular individual influence not be utilized to create an imbalance that impacts the entire fiscal well-being of the District.
- Publicize RSCCD Link to Board meetings, Zoom meetings with ASG and college students.
- It's interesting that the board of trustees had little knowledge about how retiree health insurance was not leveraging Medicare. One wonders what other issues the board is not aware of.
- The board focuses on policy in board discussion, not administrative matters. The board understands the colleges' educational programs and services. The board understands collective bargaining and its role in the process. Board members act on behalf of the entire community. Board members respect each other's opinions.
- They need to let administration do its job. There is a lot of top-down approaches.
- Focus equally between Santa Ana College and Santiago Canyon College.
- The current Board is out of touch with the students and classified staff. Recently it became apparent that members of the faculty have the direct ear of Board members and the Chancellor making it unfair for other bargaining units. It could be seen that the Board, the Chancellor and certain faculty are working together to undermine other bargaining units to achieve the desired goal. It was disclosed at public meetings that certain trustees were being advised by faculty members desiring to reopen citing secret meetings. The Board is relying on a small group and misinterpreted data from old surveys about the desires of students to return to campus, which is resulting in student stress and cancellation of face to face classes from lack of students. The board appears to be catering to a population of QANON followers, at one campus, without considering the impact to the entirety of the cities and communities they serve. Furthermore, the Board rewarded a faculty member who had been working closely with them, with an interim position making twice their salary without there being any competition allowed to fill the position, this is unethical and out of the norms for how the district has operated in the past.
- The board can improve its practices with the budget and recognize that these are trying times and that the "rainy-day-fund" should be used to keep the colleges and the districts floating because it's pouring outside. Not approve a position with an inflated salary and large budget at an almost combined total of \$500,000 when the position duplicates equity efforts at the colleges. Not approve aforementioned position prior to hearing what equity efforts and achievements have been made from the dedicated folks in equity-related roles at the colleges. They can also improve on making decisions that truly are in the best interest of the students, faculty, and staff. Opening the college right now when the pandemic is still creating dire consequences is not in the best interest of anyone in the college community.
- Getting rid of _____ who appears to be asleep or not engaged during the meetings. He has been on the board for too long. Actually, it's time for the long-term incumbents to leave.

- I think the board needs to start listening to each other and be mindful of how they present themselves in board meetings. It seems at times that they are not on the same page, which can be concerning in a public forum. Seeing the degree in which the decisions are being made in regards to Covid is very disheartening given the science and data surrounding the situation. In the most recent board meeting it was interesting to hear concerns from certain trustees, and a lack of concern from others.
- The Board is very divisive, condescending and at times racist in their rhetoric. They rely on anecdotal data and hearsay rather official college data and facts. They continue to violate accreditation standards at the peril of the colleges. They micromanage and are deeply involved in administrative matters that are within the purview of the college. Their self-interest prevails over the college interest.
- Communication. Understanding the operational boundaries/roles of the college administration. Understanding the role of each college and the district in the operations, revenue generation and responsibilities for ongoing student success. Clearly understanding the views of students rather than a vocal few when making decisions that impact faculty and staff. Stop using the Board position as a political stepping stone for personal gain when decisions impact the lives of employees and most importantly students and their families.
- Decide how to interact cohesively with faculty since we earn everyone's salaries and stipends...and your lifetime medical benefit, which was voted into place by an earlier BOT in what was a clear conflict of interest. If faculty who were hired before 1986 are asked to give up their lifetime medical benefits bargained long, long ago, then the BOT should vote to end its own lifetime benefits. That would be an improvement with long-lasting fiscal impacts! Good instructors go above the minimum required. BOT members should as well. I think you do the minimum and simply "meet expectations," as our faculty evaluation form says.
- Refrain from listening to members of the athletic coaching staff and reacting based on this information. Allow the correct processes to inform the Board appropriately.
- Avoid micro-managing. Avoid taking action based on input from faculty outside of meetings. Get trained on ACCJC standards. Recognize that they have one employee: the Chancellor. Limit their comments to the topics at hand. Set time limits for their comments.

**Rancho Santiago Community College District (RSCCD)
Student, Staff and Community Input Regarding
RSCCD Board of Trustees' Self-Evaluations
(*Respondents Who Regularly Attend BOT Meetings*)**

November 2020

Annually, the RSCCD Board of Trustees reviews its internal operations and performance to ensure the effectiveness of its services to the community and students. The process starts with the Board Policy Committee reviewing the survey instrument, participant list, timelines and making recommendations to the Board to ensure the established procedures are still appropriate for intended self-evaluation purposes. The survey and data are independently implemented and analyzed by the RSCCD District Research, Planning and Institutional Effectiveness Department.

The Board invites community representatives, faculty/staff and students who interact with them on a regular basis to offer feedback. An online survey instrument is made available to individuals including (but not limited to) the associated student government officers, academic senates officers, the chancellor, vice chancellors, assistant vice chancellors, the college presidents, college vice presidents, representatives of the District's employee unions, college accreditation representatives and community members who serve on the District bond oversight committees or foundations.

The Board reviews the input prior to their own individual assessment using the same survey instrument. The survey instrument was disseminated online to 143 individuals; 39 surveys were completed for a 27% response rate. Nearly half of these respondents (47%; n=18) stated that they regularly attend (more than 10 meetings annually) Board of Trustees meetings; thereby, making this group very aware of the board's actions, plans and procedures. The data summary below is the opinions of the six administrators, four classified staff, two community members, one student, and five individuals who did not report their affiliation with the District.

Summary of Findings

Overall, the sporadic ratings are due to several factors: in addition to the already low number of survey participation and the number of respondents from year to year, the number of respondents who attend BOT meetings regularly is also very small (n=18). Therefore, the variability in percentage is much greater and comparison should be used cautiously.

The Board was rated highest (90% of respondents “agree” or “strongly agree”) in five of the forty-four areas rated by respondents:

- including legislative and state policy issues that will impact the district on board agendas (*mean rating of 3.25, on a scale of 1 to 4, with 4 being “strongly agree” and 1 being “strongly disagree”*),
- through the chancellor, ensuring compliance with federal and state laws and measures for emergency response (*mean rating of 3.17*),
- understanding collective bargaining and its role in the process (*mean rating of 3.11*),
- having a positive, cooperative relationship with the chancellor (*mean rating of 3.07*), and
- working directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district (*mean rating of 3.07*).

The Board is rated lowest (less than 50% of respondents “agree” or “strongly agree”) in three of the forty-four areas rated by respondents:

- focusing on policy in board discussion, not administrative matters (*mean rating of 2.33, on a scale of 1 to 4, with 4 being “strongly agree” and 1 being “strongly disagree”*),
- understanding the difference between its policy and oversight roles and the roles of the chancellor and staff (*mean rating of 2.35*), and
- understanding its role and that of the chancellor, presidents, faculty, and staff (*mean rating of 2.44*).

More than one-fifth of survey respondents indicated “not applicable” or “don’t know”, specifically in the area of “Board relations with the Chancellor, Presidents, Faculty, and Staff” as their responses:

- completing the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships (*44%*),
- following communication procedures with staff, ensuring the chancellor is informed of such communication (*39%*),
- keeping the chancellor informed of community contacts (*28%*), and
- participating in trustee development activities (*22%*).

To fully understand how respondents feel about the board’s self-evaluation process, a question about the usefulness of the survey instrument was added. More than two-thirds of the respondents (71%) stated that the instrument would be “very useful” or “somewhat useful,” 18% was “neutral” and 11% did not think it was useful.

Details of Findings

Results of the Student, Staff and Community Evaluation of Board of Trustees' Operations and Performance, 2020 (Respondents Who Regularly Attend BOT Meetings)

	Distribution of Valid Responses				Total # Respondents	Average Rating (excluding n/a)	Not applicable or don't know
	Strongly Agree	Agree	Disagree	Strongly Disagree			
	4	3	2	1			
Board Organization and Operation							
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	11%	72%	11%	6%	18	2.89	0%
Board members respect each other's opinions.	18%	41%	29%	12%	17	2.65	0%
The board conducts its meetings in compliance with state laws, including The Brown Act.	22%	67%	11%	0%	18	3.11	0%
Board members understand that they have no legal authority beyond board meetings.	11%	55%	17%	17%	18	2.61	0%
Board members regularly seek the opinion of the student trustee.	33%	45%	22%	0%	18	3.11	0%
Policy Role							
Board meetings focus on policy issues that relate to board responsibilities.	17%	44%	33%	6%	18	2.72	0%
The board focuses on policy in board discussion, not administrative matters.	6%	38%	39%	17%	18	2.33	0%
The board is knowledgeable about the mission and purpose of the institution.	24%	52%	24%	0%	17	3.00	0%
The board clearly delegates the administration of the colleges to the chancellor.	11%	45%	44%	0%	18	2.67	0%
Through the chancellor, the board ensures compliance with federal and state laws and measures for emergency response.	22%	72%	6%	0%	18	3.17	0%
Strategic Planning							
The board understands the budget process.	22%	56%	22%	0%	18	3.00	0%
The board gives adequate attention to the mission, goals, and future planning of the district.	22%	67%	11%	0%	18	3.11	0%
The board regularly develops and reviews goals for continuous improvement.	11%	78%	11%	0%	18	3.00	0%
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	25%	62%	13%	0%	16	3.13	11%
The board understands the colleges' educational programs and services.	11%	61%	17%	11%	18	2.72	0%
The board is appropriately involved in defining the vision and goals of the district.	24%	41%	29%	6%	17	2.82	6%
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	25%	62%	13%	0%	16	3.13	11%
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	22%	61%	17%	0%	18	3.06	0%
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	12%	52%	18%	18%	17	2.59	6%

**Results of the Student, Staff and Community Evaluation of
Board of Trustees' Operations and Performance, 2020
(Respondents Who Regularly Attend BOT Meetings)**

	Distribution of Valid Responses				Total # Respondents	Average Rating (excluding n/a)	Not applicable or don't know
	Strongly Agree	Agree	Disagree	Strongly Disagree			
	4	3	2	1			
Board Relations with the Chancellor, Presidents, Faculty, and Staff							
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	17%	61%	11%	11%	18	2.83	0%
The board keeps the chancellor informed of community contacts.	31%	53%	8%	8%	13	3.08	28%
The board follows a procedure for annual evaluations of the chancellor.	14%	72%	14%	0%	14	3.00	18%
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	6%	35%	47%	12%	17	2.35	6%
The board and chancellor have a positive, cooperative relationship.	13%	80%	7%	0%	15	3.07	12%
The board understands its role and that of the chancellor, presidents, faculty, and staff.	11%	33%	45%	11%	18	2.44	0%
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	21%	65%	7%	7%	14	3.00	22%
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	10%	60%	30%	0%	10	2.80	44%
The board follows communication procedures with staff, ensuring the chancellor is informed of such communication.	18%	37%	27%	18%	11	2.55	39%
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	21%	72%	0%	7%	14	3.07	18%
Community Relations – Advocacy							
Board members are knowledgeable about community college and state-related issues.	22%	55%	17%	6%	18	2.94	0%
The board acts as an advocate for community colleges.	28%	61%	11%	0%	18	3.17	0%
Board members participate actively in community activities.	27%	53%	13%	7%	15	3.00	12%
Board agendas include legislative and state policy issues that will impact the district.	25%	75%	0%	0%	16	3.25	11%
Board members act on behalf of the entire community.	18%	52%	18%	12%	17	2.76	6%
The board recognizes and celebrates positive accomplishments of the district and colleges.	22%	67%	11%	0%	18	3.11	0%
The board works to build a positive image of the district in the community.	31%	50%	19%	0%	16	3.13	6%
Board members adhere to policies for dealing with college, community citizens, and the media.	18%	64%	12%	6%	17	2.94	6%
The community and district employees are aware of who the elected trustees are and their role in district governance.	24%	52%	24%	0%	17	3.00	6%

**Results of the Student, Staff and Community Evaluation of
Board of Trustees' Operations and Performance, 2020
(Respondents Who Regularly Attend BOT Meetings)**

	Distribution of Valid Responses				Total # Respondents	Average Rating (excluding n/a)	Not applicable or don't know
	Strongly Agree	Agree	Disagree	Strongly Disagree			
	4	3	2	1			
Board Leadership, Ethics, and Standards of Conduct							
The board understands collective bargaining and its role in the process.	22%	72%	0%	6%	18	3.11	0%
The board practices appropriate collegial consultation (participatory governance).	18%	52%	24%	6%	17	2.82	6%
The board maintains confidentiality of privileged information.	20%	53%	20%	7%	15	2.87	12%
The board makes decisions in the best interest of students, the colleges, and the entire district.	17%	39%	38%	6%	18	2.67	0%
The board operates ethically without conflict of interest following established board policies.	24%	52%	18%	6%	17	2.94	6%
Board members participate in trustee development activities.	21%	58%	14%	7%	14	2.93	22%

**Comparison of Results of the Student, Staff and Community Input Regarding RSCCD
Board of Trustees' Self-Evaluations, 2016-2020
(Respondents Who Regularly Attend BOT Meetings)**

	% "strongly agree" or "agree"					% change from 2019
	2020 n=18	2019 n=8	2018 n=10	2017 n=10	2016 n=9	
Board Organization and Operation						
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	83%	74%	100%	70%	78%	+9%
Board members respect each other's opinions.	59%	62%	90%	90%	63%	-3%
The board conducts its meetings in compliance with state laws, including The Brown Act.	89%	74%	90%	80%	66%	+15%
Board members understand that they have no legal authority beyond board meetings.	66%	50%	67%	66%	88%	+16%
Board members regularly seek the opinion of the student trustee.	78%	75%	100%	60%	89%	+3%
Policy Roles						
Board meetings focus on policy issues that relate to board responsibilities.	61%	50%	100%	56%	56%	+11%
The board focuses on policy in board discussion, not administrative matters.	44%	38%	60%	50%	78%	+6%
The board is knowledgeable about the mission and purpose of the institution.	76%	87%	90%	78%	63%	-11%
The board clearly delegates the administration of the colleges to the chancellor.	56%	38%	80%	58%	38%	+18%
The board ensures compliance with federal and state laws and measures for emergency response.	94%	66%	70%	88%	76%	+28%
Strategic Planning						
The board understands the budget process.	78%	87%	80%	71%	67%	-9%
The board gives adequate attention to the mission, goals, and future planning of the district.	89%	62%	90%	70%	67%	+27%
The board regularly develops and reviews goals for continuous improvement.	89%	38%	90%	38%	57%	+51%
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	87%	62%	90%	50%	63%	+25%
The board understands the colleges' educational programs and services.	72%	51%	80%	44%	56%	+21%
The board is appropriately involved in defining the vision and goals of the district.	65%	50%	90%	57%	84%	+15%
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	87%	75%	90%	88%	100%	+12%
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	83%	62%	90%	86%	63%	+21%
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	64%	62%	100%	74%	63%	+2%

**Comparison of Results of the Student, Staff and Community Input Regarding RSCCD
Board of Trustees' Self-Evaluations, 2016-2020
(Respondents Who Regularly Attend BOT Meetings)**

	% "strongly agree" or "agree"					% change from 2019
	2020 n=18	2019 n=8	2018 n=10	2017 n=10	2016 n=9	
Board Relations with the Chancellor, Presidents, Faculty, and Staff						
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	78%	57%	90%	50%	63%	+20%
The board keeps the chancellor informed of community contacts.	84%	100%	100%	100%	100%	-16%
The board follows a procedure for annual evaluations of the chancellor.	86%	100%	100%	100%	100%	-14%
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	41%	17%	67%	60%	44%	+24%
The board and chancellor have a positive, cooperative relationship.	93%	100%	70%	66%	67%	-7%
The board understands its role and that of the chancellor, presidents, faculty, and staff.	44%	29%	60%	50%	55%	+15%
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	86%	50%	78%	60%	63%	+36%
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	70%	100%	86%	83%	0%	-30%
The board follows communication procedures with staff.	55%	100%	87%	66%	60%	-45%
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	93%	75%	100%	100%	100%	+18%
Community Relations – Advocacy						
Board members are knowledgeable about community college and state-related issues.	77%	100%	90%	89%	78%	-23%
The board acts as an advocate for community colleges.	89%	86%	100%	100%	89%	+3%
Board members participate actively in community activities.	80%	83%	100%	75%	100%	-3%
Board agendas include legislative and state policy issues that will impact the district.	100%	62%	100%	88%	100%	+38%
Board members act on behalf of the entire community.	70%	50%	100%	50%	44%	+20%
The board recognizes and celebrates positive accomplishments of the district and colleges.	89%	87%	100%	88%	88%	+2%
The board works to build a positive image of the district in the community.	81%	71%	100%	70%	78%	+10%
Board members adhere to policies for dealing with college, community citizens, and the media.	82%	62%	100%	76%	84%	+20%
The community and district employees are aware of who the elected trustees are and their role in district governance.	76%	66%	90%	62%	50%	+10%
Board Leadership, Ethics, and Standards of Conduct						
The board understands collective bargaining and its role in the process.	94%	58%	100%	66%	66%	+36%
The board practices appropriate collegial consultation (participatory governance).	70%	50%	100%	66%	78%	+20%
The board maintains confidentiality of privileged information.	73%	40%	100%	57%	55%	+33%
The board makes decisions in the best interest of students, the colleges, and the entire district	56%	38%	100%	40%	44%	+18%
The board operates ethically without conflict of interest following established board policies.	76%	34%	90%	56%	50%	+42%
Board members participate in trustee development activities.	79%	0%	100%	100%	100%	+79%

2020 Respondents' Comments

Board's greatest strengths:

- Bringing big picture ideas, thinking creatively when necessary, and encouraging staff to do the same.
- Board members regularly seek the opinions of the student trustee. Assures that the educational needs of students and the community are effectively and efficiently met.
- They advocate for the colleges.
- I think the board tries to do their best.
- It seems they respect each other and are cordial, collegial if you will, with each other.
- Its openness and willingness to listen to many points of view. Places the interests of the students first.
- Passion for the colleges.
- The collaboration of members from different cultures as well as different career backgrounds. They are also incredibly passionate in helping the students at SAC and helping them succeed and offering as many resources as possible.

Major accomplishments of the Board in the past year:

- Return to Work planning, dealing with Covid and being supportive of the planning efforts
- Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district. The board recognizes and celebrates positive accomplishments of the district and colleges.
- They have past board resolutions at critical times.
- Bring in the (new) chancellor
- Hired a new chancellor
- The COVID-19 has been a challenge and continues to threaten district operations. The Board has provided leadership and vision in dealing with this epidemic.
- Resolution in support of the CCCCO Call to Action. Successful transition to remote meetings. Fiscal management.
- Fundraised a lot of money to give out scholarship and also aid during Covid.

Areas in which the Board could improve:

- Some of the members tend to deviate into the minutia details and micromanage issues that should be handled by the appropriate staff/administrators at the colleges and district. Fiscal management overall. Making certain to not let individual motivations for achievement/personal gain circumvent good practices and policies that have existed at the District, and that singular individual influence not be utilized to create an imbalance that impacts the entire fiscal well-being of the District.
- Publicize RSCCD Link to Board meetings, Zoom meetings with ASG and college students.
- The board focuses on policy in board discussion, not administrative matters. The board understands the colleges' educational programs and services. The board understands collective bargaining and its role in the process. Board members act on behalf of the entire community. Board members respect each other's opinions.
- They need to let administration do its job. There is a lot of top-down approaches.
- Focus equally between Santa Ana College and Santiago Canyon College.
- Getting rid of _____ who appears to be asleep or not engaged during the meetings. He has been on the board for too long. Actually, it's time for the long-term incumbents to leave.
- The Board is very divisive, condescending and at times racist in their rhetoric. They rely on anecdotal data and hearsay rather official college data and facts. They continue to violate accreditation standards at the peril of the colleges. They micromanage and are deeply involved in administrative matters that are within the purview of the college. Their self-interest prevails over the college interest.
- Refrain from listening to members of the athletic coaching staff and reacting based on this information. Allow the correct processes to inform the Board appropriately.
- Avoid micro-managing. Avoid taking action based on input from faculty outside of meetings. Get trained on ACCJC standards. Recognize that they have one employee: the Chancellor. Limit their comments to the topics at hand. Set time limits for their comments.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

November 9, 2020

MANAGEMENT

New Hire

Webb, Ralph
Chief, District Safety & Security
District

Effective: December 15, 2020
Salary Placement: D-7 \$162,878.47/Year
(Requisition #CL20-00016)

Change of Assignment

Coto, Jennifer
From: Dean, Enrollment & Support
Services Division
To: Dean, Counseling & Student Support
Services Division
Student Services
Santiago Canyon College

Effective: October 14, 2020
Salary Placement: B-7 \$188,769.61/Year
(No Change)

Interim Assignment

Lloyd, Roger
Interim Director, Special Programs
Small Business Development Center
District Office

Effective: November 10, 2020 – June 30, 2021
Salary Placement: H-1 \$92,052.75/Year

Leave of Absence

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

Effective: October 15, 2020 – November 8, 2020
Reason: FMLA/Parental Leave

FACULTY

Additional 2020/2021 Contract Extension Days

Lopez-Mercedes, Jose
Assistant Professor/Coordinator, English as a
Second Language
Continuing Education/CEC
Santa Ana College

Effective: July 1, 2020 – June 30, 2021
From: 21 Contract Extension Days
To: 23 Contract Extension Days
Contract Extension Rate: \$531.30/Day

FACULTY (CONT'D)

Additional 2020/2021 Contract Extension Days (cont'd)

Weber, Merari
Associate Professor/Coordinator, English as a
Second Language
Continuing Education/CEC
Santa Ana College

Effective: July 1, 2020 – June 30, 2021
From: 21 Contract Extension Days
To: 23 Contract Extension Days
Contract Extension Rate: \$593.23/Day

Leave of Absence

Macdonald, Juli
Professor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: August 17, 2020 – December 12, 2020
Reason: Banked Leave – Withdraw 1.4 LHE

Beyond Contract/Overload Stipend

Barembaum, Morrie
Chancellor's Office
Executive Division
District

Effective: October 28, 2020
Amount: \$600.00
Reason: Other Non-instructional

Cramer, Cale
Chancellor's Office
Executive Division
District

Effective: October 28, 2020
Amount: \$600.00
Reason: Other Non-instructional

Diaz, Darlene
Chancellor's Office
Executive Division
District

Effective: October 28, 2020
Amount: \$1,000.00
Reason: Other Non-instructional

Jones, Vanessa
Chancellor's Office
Executive Division
District

Effective: October 28, 2020
Amount: \$600.00
Reason: Other Non-instructional

Lamourelle, Regina
Chancellor's Office
Executive Division
District

Effective: October 28, 2020
Amount: \$1,000.00
Reason: Other Non-instructional

Leeds, Kelvin
Chancellor's Office
Executive Division
District

Effective: October 28, 2020
Amount: \$600.00
Reason: Other Non-instructional

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Lockwood, Lance
Chancellor's Office
Executive Division
District
Effective: October 28, 2020
Amount: \$600.00
Reason: Other Non-instructional

Meier, Krystal
Chancellor's Office
Executive Division
District
Effective: October 28, 2020
Amount: \$600.00
Reason: Other Non-instructional

Oase, Daniel
Chancellor's Office
Executive Division
District
Effective: October 28, 2020
Amount: \$1,000.00
Reason: Other Non-instructional

Petrocelli, Rachel
Chancellor's Office
Executive Division
District
Effective: October 28, 2020
Amount: \$600.00
Reason: Other Non-instructional

Umali Kopp, Christine
Chancellor's Office
Executive Division
District
Effective: October 28, 2020
Amount: \$4,000.00
Reason: Other Non-instructional

Valdos, Yanina
Chancellor's Office
Executive Division
District
Effective: October 28, 2020
Amount: \$250.00
Reason: Other Non-instructional

Part-time New Hires/Rehires

Ayala, Eduardo L.
Instructor, American Sign Language
Humanities & Social Sciences Division
Santa Ana College
Effective: February 1, 2021
Hourly Lecture Rate: II-3 \$66.52

De La Riva, Crystal L.
Instructor, Counseling
Counseling and Student Support Services Division
Santiago Canyon College
Effective: January 4, 2021
Hourly Lecture Rate: II-3 \$66.52

FACULTY (CONT'D)

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

Strunk, Christina R.
Instructor, Criminal Justice/Human Trafficking
Human Services & Technology Division
Santa Ana College

Effective: October 28, 2020
Hourly Lecture Rate: II-3 \$66.52

Non-paid Intern Service

Ayala, Ashley
Human Services Intern
Enrollment & Support Services Division
Santiago College

Effective: November 10, 2020 – June 30, 2021
College Affiliation: CSU, Fullerton
Major: Human Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
NOVEMBER 9, 2020**

CLASSIFIEDProfessional Growth Increments

Aguila, Victor Admissions & Records Spec. I/ SAC	Effective: December 1, 2020 Grade 6, Step 6 + 12.5%L + 2.5%Bil + 9PG (4500) \$65,865.92
Cardenas, Susana Administrative Secretary/ Career Ed. & Workforce Dev./ SAC	Effective: December 1, 2020 Grade 12, Step 4 + 2PG (1000) \$63,677.38
Farah, Amanda Administrative Secretary/ Public Affairs/ SAC	Effective: December 1, 2020 Grade 12, Step 2 + 2PG (1000) \$57,856.91
Lam, Natalie Financial Aid Analyst/ Financial Aid/ SAC	Effective: December 1, 2020 Grade 11, Step 6 + 2PG (1000) \$66,654.25
Martin, Sheryl Executive Secretary/ Continuing Ed./ OEC	Effective: December 1, 2020 Grade 14, Step 6 + 7.5%L + 4PG (2000) \$84,423.64

Out of Class Assignment

Cardenas, Raul Tech. Specialist III/ ITS	Effective: 10/26/20 – 06/30/21 Grade 17, Step 5 + 3PG (1500) \$88,140.50
Flores, Ruby Director Special Programs/ Human Services & Tech./ SAC	Effective: 11/02/20 – 06/30/21 Grade H, Step 1 \$92,052.75 <i>Supervisory</i>
Lammoglia, Fernando Network Specialist III/ ITS	Effective: 10/26/20 – 06/30/21 Grade 19, Step 3 \$88,891.67
Lozano Arriaga, Erick Tech. Specialist II/ ITS	Effective: 10/26/20 – 06/30/21 Grade 15, Step 5 + 5PG (2500) \$79,573.05
Ruiz, Marbella Executive Secretary/ Ed. Services/ District	Effective: 10/19/20 – 06/30/21 Grade 14, Step 5 \$73,015.00

Out of Class Assignment cont'd

Vasquez, Liliana
Administrative Secretary/ OEC
Effective: 10/19/20 – 06/30/21
Grade 12, Step 4 + 4 PG (2000) \$64,677.38

White, Kathleen
Director Auxiliary Services/ Admin.
Services/ SCC
Effective: 10/14/20 – 06/30/21
Grade F, Step 1 \$103,663.49
Supervisory

Change in Salary Placement

Madrigal, Maria
Exec. Asst to the Board of Trustees/
District
Effective: 10/19/20 – 06/30/21
Grade K, Step 1 \$78,286.50
Confidential (Correction)

Leave of Absence

Harvey, Elizabeth
Administrative Secretary/ DSPS/ SAC
Effective: 11/04/20 – 12/04/20
Reason: FMLA

Tran, Angela
Alternate Media Specialist/ DSPS/ SAC
Effective: 01/18/21 – 04/08/21
Reason: FMLA/Parental Leave

Ratification of Resignation/Retirement

Bennett, Lauren
Admissions & Records Spec. I/ SCC
Effective: October 23, 2020
Reason: Resignation

CLASSIFIED HOURLY

Professional Growth Increments

Khan, Khadija
Student Program Specialist/ Scholarship/
SAC
Effective: December 1, 2020
Grade 10, Step A + 6PG (1500)
\$23.57/Hour + \$125.00/Mo. PG

Serna Laris, Ana
Instructional Assistant-DSPS/ Continuing
Ed./ OEC
Effective: December 1, 2020
Grade 6, Step A + 2PG (500)
\$20.00/Hour + \$41.67/Mo. PG

Tapia, Linda
Administrative Clerk/ Continuing Ed./
OEC
Effective: December 1, 2020
Grade 10, Step A + 2.5%Bil + 6PG (1250)
\$24.16/Hour + \$104.17/Mo. PG

Out of Class Assignment

Cintron, Veronica Sr. Clerk/ Continuing Ed./ CEC	Effective: 10/19/20 – 06/30/21 Grade 10, Step A + 2.5%Bil \$24.16/Hour
Nguyen, Carrie Instructional Center Tech./ Counseling/ SAC	Effective: 10/12/20 – 06/30/21 Grade 7, Step A \$20.80/Hour
Ramirez, Abigail Student Services Coord./ Counseling/ SAC	Effective: 10/19/20 – 06/30/21 Grade 15, Step A + 3 PG (750) \$30.36/Hour + \$62.50/Mo. PG

Leave of Absence

Leung, Sharon Admissions & Records Spec. I/ Continuing Ed./ OEC	Effective: 12/07/20 – 12/11/20 02/08/21 – 02/12/21 04/05/21 – 04/09/21 05/10/21 – 05/14/21 Reason: Non Work Days for 11 Month Contract
Math, John Technology Storekeeper/ Human Services & Tech./ SAC	Effective: 10/19/20 – 10/31/20 Reason: ESPL

TEMPORARY ASSIGNMENT

Short Term Assignment

Plascencia, Cynthia Auxiliary Services Specialist/ Admin. Services/ SAC	Effective: 11/30/20 – 06/30/21 Grade 10, Step A \$23.57/Hour
Tapia, Julian Cashier/ Bookstore/ SAC	Effective: 11/30/20 – 06/30/21 Grade 3, Step A \$18.11/Hour

Additional Hours for Ongoing Assignment

Canett, Mark Student Program Specialist/ Student Services/ SAC	Effective: 10/08/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
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Additional Hours for Ongoing Assignment cont'd

Cintron, Veronica Sr. Account Clerk/Continuing Ed./ CEC	Effective: 10/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Ramirez, Liliana Student Services Coord./ Student Services/ SCC	Effective: 10/01/20 – 02/05/21 Not to exceed 19 consecutive working days in any given period.
Tapia, Linda Administrative Clerk/ Continuing Ed./ OEC	Effective: 10/19/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Devora Murillo, Abrahan Custodian/ Admin. Services/ SCC	Effective: 10/08/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Peeken, Julie Instructional Coord.-Analyst/ Academic Affairs/ SCC	Effective: 10/19/20 – 12/31/20

MISCELLANEOUS POSITIONS

Chou, Jaimie Child Dev. Intern/ Child Dev. Services/ Ed. Services	Effective: 10/26/2020
Dedonato, Michael Business Expert Professional II/ SBDC	Effective: 10/06/2020
Lancaster, Amber Health Educator/ Student Health Services/ SCC	Effective: 11/10/20 – 05/28/21

VOLUNTEER

Castro, Bryanna Volunteer/ Kinesiology/ SCC	Effective: 11/10/20 – 06/30/21
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SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Bottros, Treiza G.	Effective:	11/02/20-06/30/21
Camarena, Jose E.	Effective:	11/02/20-06/30/21
Munoz, Sonia D.	Effective:	10/28/20-06/30/21
Wright, Dylan C.	Effective:	10/28/20-06/30/21

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To:	Board of Trustees	Date: November 9, 2020
Re:	Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the Rancho Santiago Community District Continuing Education Faculty Association (CEFA)	
Action:	Request for Approval	

BACKGROUND

Negotiations between the District and the Rancho Santiago Community College District Continuing Education Faculty Association (CEFA) have been completed. The successor collective bargaining agreement has been negotiated and the tentative agreement was ratified by CEFA on April 9, 2020. The proposed agreement is now presented to the Board of Trustees for approval.

ANALYSIS

The fiscal implications and terms of the proposed agreement are detailed on the disclosure form.

RECOMMENDATION

The administration recommends the consideration of the proposed agreement between RSCCD and CEFA as presented.

Fiscal Impact: Presented on Attached Disclosure Form	Board Date: November 9, 2020
Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

Rancho Santiago Community College District

Name of Bargaining Unit: **Continuing Education Faculty Association (CEFA)**

The proposed agreement covers the period beginning **07/01/2020** and ending **06/30/2023**
 and will be acted upon by the Governing Board at its meeting on **November 9, 2020**

A. Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement		
		Current Year 2019-2020	Year 2 2020-2021	Year 3 2021-2022
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-) \$0	\$56,760	\$59,173
2.	Salary Schedule Increase (Decrease)	Cost (+/-) \$73,259 0.74%	\$411,836 4.00%	\$428,310 4.00%
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) FRINGE BENEFITS	Cost (+/-) \$0	\$0	\$0
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-) \$16,740	\$241,866	\$86,563
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-) \$0	\$0	\$0
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-) \$89,999	\$710,462	\$574,046
7.	Total Number of Represented Employees	570	570	570
8.	Total Compensation Cost for Average Employee - Increase (Decrease) Effective Impact %	Cost (+/-) \$157.89 0.74%	\$1,246 5.76%	\$1,007 4.40%

Please include comments and explanations as necessary: Article 11.1 - Salaries

The 2019-2020 schedule will first be increased by 0.74% in addition to the previous settlement of 3.26% at \$525,065 cost, and these schedules will be increased by an additional 4% for 2020-2021 and 2021-2022 effective on the first day of each Fall Semester.

Unit members who were employed from the first day of the Fall 2019 term through the last day of the summer term 2020, who have not resigned or been terminated, will receive a retroactive payment of 0.74% for all income earned for that time period.

(please see attached tentative agreement)

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

(please see attached tentative agreement)

C. What are the specific impacts on instructional and support programs to accommodate settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations?

None

D. What contingency language is included in the proposed agreement (reopeners, etc.)?

Article 18 - Duration: Agreement between the Board and CEFA shall become effective July 1, 2020, and remain in effect until June 30, 2023.

The parties agree to present re-openers (Article 11 - Wages and Hours and one other article per party) at the Board of Trustees meeting on or before February 20, 2022 for the 2022/2023 contract year.

The parties agree to present re-openers (Article 11 - Wages and Hours and one other article per party) at the Board of Trustees meeting on or before February 20, 2023 for the 2023/2024 contract year.

E. Source of Funding for Proposed Agreement

1. Current Year

Base revenue

2. How will the ongoing cost of the proposed agreement be funded in future years?

Base funding

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	N/A
b. State Standard Minimum Reserve Percentage for this District	N/A
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$50,000 for a district with less than 1,001 ADA)	N/A

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unappropriated Amount	N/A
c. Special Reserve Fund (J-207) Budgeted Designated for Economic Uncertainties	N/A
d. Special Reserve Fund (J-207) Budgeted Unappropriated Amount	N/A
e. Article XIII B Fund (J-241) Budgeted Designated for Uncertainties	N/A
f. Article XIII B Fund (J-241) Budgeted Unappropriated Amount	N/A
g. Total District Budgeted Unrestricted Reserves	N/A

3. Do unrestricted reserves meet the standard minimum reserve amount? Yes X No ___

G. Certification

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5</p>	
<p>_____</p> <p>District Chancellor</p>	<p>_____</p> <p>Date</p>

ARTICLE 6

EVALUATION PROCEDURES

~~AND EXHIBIT D EVALUATION FORM~~

6.1 Aim of Evaluation

There are two major aims of evaluation. The first is the improvement of performance. Secondly, evaluation provides a process through which the college assesses the potential contribution of a new unit member. Results of official evaluation shall be held in strict confidence by all personnel involved.

6.2 Responsibilities for Evaluation

6.2.1 Unit members shall be evaluated for their performance taking into consideration the physical environment under which they are functioning within a specific assignment.

6.2.2 ~~Upon initial employment, and prior~~ Prior to conducting an evaluation, ~~site directors~~ evaluators will be given training in discipline content areas, procedures, and methodologies of evaluation.

6.3 Informing Unit Members of Evaluation

6.3.1 The District shall notify each unit member who is scheduled to be evaluated during the semester in which the evaluation will take place. The observation shall be conducted within four (4) weeks from the date each unit member received notice of the evaluation. The unit member will have an opportunity to inform the evaluator of any dates within the four (4) week window that would not be conducive to observation of the unit members' skills. Any evaluation which is not completed will be carried over to the subsequent term. Unit members who were scheduled to be evaluated whose evaluations were not completed shall be notified in writing indicating the reason that the evaluation was not completed within the time frame above.

6.3.2 Formal evaluation shall be done by the unit member's site administrator or designee. Unit members shall not evaluate other unit members. Unit members who are to be evaluated will be notified of the names of persons who will evaluate each term.

6.4 Review of Course Objectives, Content, and Methods to Be Applied to Evaluation

6.4.1 Unit Members working in the classroom or distance education platform: The appropriate site administrator or designee shall:

47 (a) Provide the unit member an approved current course outline for each
48 assigned course, within one (1) week of the time the assignment is made
49 unless the unit member has previously received such an outline.
50

51 (b) If so requested review these course-related materials with unit member prior
52 to classroom visit.
53

54 (c) Each unit member shall provide for the appropriate administrator a copy of
55 the course overview. The course overview will be distributed to students
56 when appropriate. The course overview will include (1) topical course
57 content, (2) major objectives and assignments, evaluation methods, and
58 bibliography, as appropriate.
59

60 6.4.2 Unit members working as Counselors and Coordinators:

61 (a) The evaluation will focus on their primary responsibilities.
62
63

64 6.5 Frequency of Evaluation
65

66 6.5.1 Unit members shall be evaluated by the appropriate administrator or designee the
67 first semester or term of employment. Subsequent evaluations shall be made once
68 during the second year of employment, and every three (3) years thereafter. For
69 members working in the classroom, the evaluation shall be on the negotiated form
70 found in Exhibit D. For members working as counselors, the evaluation form shall
71 be on the negotiated form found in Exhibit F. It shall be signed by the appropriate
72 administrator and shall be transmitted to the appropriate Vice President and then to
73 Human Resources for placement in the personnel file.
74

75 6.6 Worksite Visits
76

77 6.6.1 The evaluator shall visit the worksite during the time period established for
78 evaluation. The evaluator may consult with the unit member concerning time
79 periods to avoid scheduling visits during activities, such as testing, field trips, films,
80 or guest lecturers. If the evaluator visits the unit member's worksite during a test,
81 field trip, film or guest lecture, the evaluation shall be rescheduled.
82

83 6.6.2 Such visits shall be no less than thirty (30) minutes or exceed one (1) hour unless
84 extended by mutual agreement.
85

86 6.6.2.3 Evaluation forms shall be completed at or after each visit. Any criterion marked
87 ~~"needs improvement"~~ "does not meet expectations" shall cite examples, and, where
88 possible, make suggestions for improvement.
89

90 6.7 Additional Evaluations
91

- 92 6.7.1 Additional evaluations may be made at written request of the unit member or
93 appropriate administrator.
94
- 95 6.8 Unfavorable Evaluations
96
- 97 6.8.1 Within twenty (20) working days of receipt of an unfavorable (predominately
98 ~~“needs improvement”~~ “does not meet expectations”) evaluation, the unit member
99 may request, in writing, a conference between the evaluator and the unit member
100 with a CEFA representative present if requested by the unit member. Such
101 conference shall be held within five (5) working days when time permits, but in no
102 case, more than fifteen (15) working days.
103
- 104 6.8.2 If a unit member received an unfavorable evaluation (~~“needs improvement”~~ “does
105 not meet expectations”) supportive assistance and specific recommendations will
106 be provided including but not limited to meeting with administrator, textbook
107 recommendations, and staff development.
108
- 109 6.9 Student Evaluation of Instructors and Counselors
110
- 111 6.9.1 (a) For members working in the classroom, the appropriate administrator or a
112 designee will conduct the student evaluations using the negotiated form found in
113 Exhibit E. For members working as counselors, the appropriate administrator or
114 designee will conduct the student evaluation using the negotiated form found in
115 Exhibit F.
116
- 117 (b) Student narrative comments on the official form are typed to
118 preserve anonymity, and then given to the unit member. Identical responses
119 may be tabulated and not retyped. No additional copies are made.
120
- 121 (c) Student evaluation ~~should~~ will be retained by the division until the end of
122 the semester in which the evaluation is given.
123
- 124 6.9.2 Student evaluations of unit members of ABE/ESL, Older Adult and Special
125 Education classes shall be administered at the unit member’s or district’s option.
126 Students enrolled in open-entry/open-exit classes fewer than three (3) weeks will
127 not participate in the student evaluation; the evaluator and unit member shall
128 determine which students are not to complete the evaluation form.
129
- 130 6.10 Self-Evaluation – All unit members are encouraged to use the evaluation forms or other
131 methods of self-evaluation.
132
- 133 6.11 Receipt of Written Evaluation & Conference with Evaluator
134
- 135 6.11.1 Two copies of the written evaluations for unit members shall be signed by the
136 evaluator and transmitted to the unit member in a sealed envelope or via email
137 within two (2) weeks of the observation. Unit members shall sign one copy of the

138 evaluation and return it to the evaluator within (2) two (2) weeks of receipt. The
139 signature only denotes receipt of the document, not agreement with the contents.
140 Either the evaluator or the unit member may request a conference.
141

142 6.11.2 Student contact time shall not be interrupted for delivery of the written evaluation
143 unless expressly permitted by the unit member.
144

145 6.12 Assistance in Performance Improvement

146
147 6.12.1 The administrator or unit member may request special assistance from designated
148 instructional resource staff.
149

150 6.12.2 The administrator, on request, shall make reasonable efforts to provide unit member
151 assistance.
152

153 6.12.3 After the performance improvement is completed, the unit member may request a
154 reevaluation.
155

156 6.13 Disagreement on Evaluation

157
158 6.13.1 The unit member shall have the right:
159

160 (a) Within twenty-five (25) working days of the receipt of the written
161 evaluation to file a written response with the appropriate Vice President,
162 which shall be transmitted to Human Resources for placement in the
163 personnel file.
164

165 (b) To file a grievance if due process of these procedures is allegedly violated.
166

167 6.14 The parties agree to convene an Evaluation Task force made up of three members selected
168 by the District and three members selected by CEFA to review evaluation forms to take back to
169 the bargaining teams. This task force will meet starting no later than Fall 2020.

170 [~~*See also attached Exhibit D as part of TA~~]
171

172
173 For the District

For CEFA

174
175
176
177
178
179 _____
Tracie Green
180 Vice Chancellor of Human Resources

179 _____
Evelyn Elmore
180 CEFA President

TENTATIVE AGREEMENT BETWEEN RSCCD to CEFA
March 25, 2020

ARTICLE 9

ASSOCIATION RIGHTS

1
2
3
4
5 9.1 Equipment Usage – CEFA shall pay for its own supplies whenever using District office
6 equipment. CEFA shall have free usage of office equipment, such as typewriters and
7 computers, printers, photocopiers, etc. equipment when such are not otherwise in use.

8
9 9.2 Communications – CEFA is authorized to utilize such bulletin board space as is available
10 at each District-owned site and to provide at its own expense CEFA bulletin boards of a
11 reasonable size, number, and location. Communications placed on District bulletin boards
12 by CEFA shall bear CEFA identification, be dated, and be subject to space and time usage
13 and removal. CEFA shall have, without charge, reasonable use of intra-District mail
14 system and email system, and may place CEFA-authorized communications in mailboxes.
15 CEFA will be provided a designated telephone number which will be listed in current
16 publications and a dedicated space at CEC and OEC. Each unit member shall be provided
17 a mailbox.

18
19 9.3 Facilities Usage – Upon advance request, and with approval dependent on other District
20 requirements, CEFA shall be granted usage of building facilities. Such usage shall be
21 without cost unless special or additional costs are incurred by the District as a result of such
22 usage.

23
24 9.4 Association Business – CEFA shall provide the names and official position of CEFA
25 representatives authorized to discuss organizational matters with District employees.

26
27 Representatives not employed by the District shall, upon arriving at District locations,
28 notify the administrator in charge and indicate the approximate length of their visit.

29
30 Representatives may engage in organizational activities provided they do not interfere with
31 students or other unit members during hours of duty assignments.

32
33 Unit members may be contacted only during off-duty periods unless otherwise approved
34 by the site administrator.

35
36 9.5 Board Minutes/Public Information – District shall furnish CEFA with one (1) copy of all
37 official Board minutes and one (1) copy of each Board agenda “packet”, excluding all
38 confidential information or materials as defined by law. Such “packets” shall be furnished
39 at the same time as sent to the Board.

40
41 District shall furnish CEFA once each fiscal year, a copy of the District staff directory, if
42 such is published.

43
44 Unit Member Rosters: Within thirty (30) calendar days of hire the District will provide to
45 the Association the following information about a newly hired unit member: the unit
46 member’s name, job title, assignment, work location, step/column placement on the

47 appropriate salary schedule, date of hire, home address, work, home, and personal cell
48 phone numbers, and any personal email addresses on file with the District. This
49 information will be provided regardless of whether the newly hired employee was
50 previously employed by the District. In addition, the District will provide an electronic
51 roster in editable format to the Association of this same information for all unit members
52 on the last working day of September, January and May.

53
54 9.6 Release Time

55
56 9.6.1 Negotiations – A maximum of five (5) authorized unit members of the CEFA
57 Collective Bargaining Committee shall be released from their regularly assigned
58 duties, with pay, only when negotiating meetings are scheduled with Board
59 representatives during regular working hours of the unit members involved.

60
61 For negotiations meetings that are scheduled outside of the Committee’s regularly
62 scheduled assignment duties, , the Committee member will be paid at their current
63 hourly non-instructional rate for all time scheduled by the parties for negotiations
64 meetings with the District.

65
66 9.6.2 Grievance Processing

67
68 9.6.2.1 CEFA shall furnish annually to the Director of Personnel, and update as
69 required, a list of all officials and representatives authorized to act on
70 CEFA’s behalf. The list shall show name, title, campus location, and
71 nearest campus phone contact.

72
73 9.6.2.2 An authorized CEFA official or representative appearing on a current
74 furnished list shall be released from his/her regular assigned duties, with
75 pay, only when grievance processing meetings are scheduled with
76 management during the official or representative(s) regular working hours.

77
78 9.6.3 District Affairs -- In addition to the current release time for the processing of
79 grievances and for negotiations, the Association shall have thirty additional
80 released hours per contract year paid by the District to the Association President
81 and/or President’s designees for participation in official District/CEFA business.
82 These hours will be paid when CEFA/District business (including grievances and
83 negotiations) is conducted outside of the CEFA representatives’ regular teaching
84 /working hours.

85
86 9.6.4 Association business – in addition to articles 9.6.1, 9.6.2, 9.6.3, the district shall
87 pay the reassign time at the current non-instructional rate for CEFA officers to
88 complete CEFA business on a monthly basis to be reimbursed by CEFA at the end
89 of each semester. The district shall pay all payroll costs. Said reassign time shall
90 not count as part of the individual’s teaching load.

92 9.7 Reprisals – District shall not take or permit any reprisals against unit members or
93 representatives while engaged in legal association activities.

94
95 9.8 Calendar – District reserves the right to establish the days of instruction in consultation
96 with CEFA for years subsequent to this Agreement. In the event this calendar is modified
97 after consultation with CEFA and adoption by the Board of Trustees, unit members who
98 have planned and paid for events will be granted paid leave by the District for said event.
99 Unit members must provide paperwork showing the event was paid for prior to the
100 announcement of the change to the calendar.

101
102 9.9 Consultation – The parties agree that continuing communications involving employer-
103 employee relations, specifically including administration of the contract in force, may be
104 facilitated by consultation meetings.

105
106 Either party may request a consultation meeting where it believes a resolution of a problem
107 or problems may be feasible.

108 The party requesting such a meeting shall, in writing, submit an agenda with sufficient
109 detail to allow an understanding of the problem to be discussed or resolved, and, the date,
110 place, and time requested. The receiving party shall, within five (5) workdays, notify the
111 requesting party of agreement or nonagreement to the meeting.

112
113 Neither party shall have more than three (3) representatives at any such meeting unless
114 mutually agreed to prior to the meeting. It is agreed that these meetings are not designed
115 to, not intended to, bypass or substitute in any way for the Grievance Procedure and shall
116 not constitute any invitation to renegotiate any provisions of the Agreement.

117
118 All unit members shall be provided written copies of any changes approved as a result of
119 these meetings.

120
121 9.10 9 Unit Member Orientations and Onboarding: (Note, moved unchanged from below)

122
123 The District will provide to the Association at least ten (10) calendar days advance notice
124 of the Fall Faculty Assembly (and a similar Spring meeting if held) and CEFA designated
125 leadership will be given an opportunity to speak to CEFA unit members during said
126 meeting(s).

127
128 CEFA will also have an opportunity to hold FLEX workshops every semester for unit
129 members.

130
131 The District will include the CEFA membership application form and member benefits
132 pamphlet in any employee orientation or onboarding packet of District materials provided
133 to any newly hired unit members. CEFA shall provide the copies of the CEFA membership
134 materials to the District for distribution.

135
136 The District will collect the membership application form and notify the Association
137 President or Designee that the form(s) is available for pick-up.

138
139 **New ARTICLE 10: UNIT MEMBERS RIGHTS**
140

141 10.1 ~~9.10~~ Faculty Unit Handbooks – District will furnish each unit member (either
142 electronically or in printed form) a faculty handbook if produced. Sufficient copies of the
143 Faculty Unit handbook shall be supplied to CEFA for CEFA representatives’ usage.
144

145 10.2 ~~9.11~~ Copies of Agreement – The District shall provide each newly hired unit member
146 with a hard copy of this agreement without charge,. The CEFA President will receive 20
147 hard copies of this agreement whenever it is modified. Each unit member shall also be
148 provided access to an electronic copy of any written changes agreed to by the parties during
149 the life of this Agreement. The district shall be responsible for uploading a current
150 electronic copy to the District website whenever the agreement is modified and Board
151 approved. .
152

153 10.3 ~~9.12~~ Job Openings – When full-time, tenure track position openings occur, notices shall
154 be distributed to CEFA and all unit members via email and shall be posted on appropriate
155 bulletin boards. Openings shall be announced for a minimum of ten (10) days before the
156 deadline date for contract positions, and whenever possible, shall be announced for a
157 minimum of ten (10) days before the deadline date for other positions.
158

159 Any unit member who possesses the necessary minimum qualifications may apply and be
160 given consideration for such position. Unit members who are not selected for a full-
161 time/tenure track opening may request information from the district Human Resources
162 Department regarding the recruitment process and criteria used for the selection of
163 candidates.
164

165 10.4 ~~9.13~~ Assignments
166

167 Scheduled Assignments will be given thirty (30) days in advance of the first day of
168 instruction. When an assignment is changed, the unit member shall be informed as soon
169 as possible and reasons for the change may be requested in writing. When a new
170 assignment is created outside of the normal scheduling process or becomes available, unit
171 members will be notified as soon as possible.
172

173 New or vacated Coordinator positions shall be distributed via email to unit members and
174 shall be posted for a minimum of five (5) days before the deadline date to apply.
175

176 10.5 ~~9.14~~ Complaints – Unless other investigation procedures are prescribed by applicable
177 code or regulation, the following procedures shall be used to address complaints by and
178 against unit members.
179

180 Whenever a unit member has a complaint about another unit member, student, community
181 member or colleague, the unit member shall present the complaint either verbally or in
182 written form to the supervising administrator. If the unit member does not receive a

183 response to the complaint within ten (10) working days, the unit member may forward the
184 complaint to the appropriate vice president.

185
186 Whenever complaints about a unit member are made to the district's administration and/or
187 Governing Board by students, community members, colleagues, administration or special
188 funding agencies, the unit member shall be informed within ten (10) working days.

189
190 If any individual or group, as cited above wishes to file a complaint against a unit member,
191 the unit member is entitled to the following due process:

- 192
193 1. The signed written complaint shall be delivered to the unit member(s) about whom
194 the complaint is regarding by the administrator who receives the complaint within
195 ten (10) working days of receipt. In the event that a complaint is oral, a summary
196 of the complaint will be written by the responsible administrator, and shall be
197 delivered to the unit member(s) about whom the complaint is regarding.
- 198
199 2. The unit member shall have the right to meet with and discuss the complaint with
200 the responsible administrator, and may request the meeting include the
201 complainant(s) and/or witnesses.
- 202
203 3. The unit member shall have the right to present evidence in his or her own behalf.
- 204
205 4. The unit member shall have the right to be represented by CEFA.
- 206
207 5. No negative employment decision will be made by the district on the basis of a
208 complaint unless the above process has been followed.

209
210 10.6 ~~9.15~~ Faculty Meetings – Any faculty meeting for unit members shall be scheduled,
211 whenever possible, when minimal number of classes are in session, shall not exceed one-
212 half (1/2) hour if held during one-hour lunch periods, and shall be announced in advance.
213 Management may authorize classes to be dismissed up to one-half (1/2) hour early for the
214 purpose of mandatory faculty meetings.

215
216 Unit members attending meetings during their non-scheduled work hours shall be
217 compensated at the non-teaching hourly rate for such attendance.

218
219 10.7 ~~9.16~~ Professional Conferences – Unit members may be given released time to attend
220 professional conferences when it is deemed by the district that such attendance would be
221 mutually advantageous to the District and the member.

222
223 10.8 ~~9.17~~ Representation – CEFA upon request of a unit member, shall have the right to
224 represent that member in any meeting with any supervisor or the Board of Trustees if the
225 unit member has reasonable cause to believe that the subject of the meeting may be
226 disciplinary in nature.

228 10.9 9.18 Advisement of Assignment Expectations – When a unit member is offered an
229 assignment at an outside agency (such as a community based organization or special
230 funding agency) he/she shall be advised of District expectations and special requirements
231 agreed upon by the District and the agency.
232

233 ~~9.19~~ ~~Unit Member Orientations and Onboarding:~~ **(Moved unchanged to article 9)**
234

235 ~~The District will provide to the Association at least ten (10) calendar days advance notice~~
236 ~~of the Fall Faculty Assembly (and a similar Spring meeting if held) and CEFA designated~~
237 ~~leadership will be given an opportunity to speak to CEFA unit members during said~~
238 ~~meeting(s).~~
239

240 ~~CEFA will also have an opportunity to hold FLEX workshops every semester for unit~~
241 ~~members.~~
242

243 ~~The District will include the CEFA membership application form and member benefits~~
244 ~~pamphlet in any employee orientation or onboarding packet of District materials provided~~
245 ~~to any newly hired unit members. CEFA shall provide the copies of the CEFA membership~~
246 ~~materials to the District for distribution.~~
247

248 ~~The District will collect the membership application form and notify the Association~~
249 ~~President or Designee that the form(s) is available for pick-up.~~
250
251

TENTATIVE AGREEMENT BETWEEN RSCCD AND CEFA
March 25, 2020

ARTICLE 11

WAGES AND HOURS

11.1 Salaries

~~Effective on the first day of the 2019 Fall Semester, a 3.26% adjustment (State-Funded COLA will be granted to the salary schedules in Section 11.1.~~

Unit members who were employed from the first day of the Fall 2019 term through the last day of the summer term 2020, who have not resigned or been terminated, will receive a retroactive payment of 0.74% for all income earned for that time period.

Effective on the first day of the 2020 Fall Semester, new salary schedules will go into effect. The 2019-2020 schedules will first be increased by 0.74%, and these schedules will be increased by an additional 4% for 2020-2021.

Effective on the first day of the 2021 Fall Semester all schedules will be increased by 4% for 2021-2022.

For 2022-2023, Wages and Hours article is an automatic reopener.

The Counseling, Non-Instruction, and Coordinator/Curriculum Development salary schedules will be modified in the same way as described above.

All Salary Schedules will be attached as Appendix A.

INSTRUCTION	Column I			Column II			Column III		
STEP	LESS THAN MASTER'S			MASTER'S			MASTER'S + 30		
1	-	-	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-	-	-
3	-	\$51.89	-	-	\$53.19	-	-	\$54.53	-
4	-	\$53.19	-	-	\$54.53	-	-	\$55.89	-
5	-	\$54.53	-	-	\$55.89	-	-	\$57.29	-
6	-	\$55.89	-	-	\$57.29	-	-	\$58.72	-

Non-credit counselor's salary paid by the district during 2008-2009 shall continue at that same rate until the schedule below increases to the 2008-2009 rate of pay. If any of the non-credit counselors leave the unit and return at a later date, their rate of pay will continue at what is was as of 2008-2009, or the schedule below, whichever is greater.

COUNSELING	Column I			Column II			Column III		
STEP	LESS THAN MASTER'S			MASTER'S			MASTER'S + 30		
1	-	-	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-	-	-

3	-	\$44.10		\$45.21		\$46.34	-
4	-	\$45.21		\$46.34		\$47.50	-
5	-	\$46.34		\$47.50		\$48.70	-
6	-	\$47.50	-	\$48.70	-	\$49.91	-
NON-INSTRUCTION		Column		Column		Column	
		I		II		III	
STEP		LESS THAN MASTER'S		MASTER'S		MASTER'S + 30	
1	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-
3	-	\$25.95		\$26.60		\$27.26	-
4	-	\$26.60		\$27.26		\$27.95	-
5	-	\$27.26		\$27.95		\$28.65	-
6	-	\$27.95	-	\$28.65	-	\$29.36	-
COORDINATION OR CURRICULUM DEVELOPMENT		Column		Column			
		I		II			
STEP		LESS THAN MASTER'S		MASTER'S OR GREATER			
1	-	-	\$42.20	-	-	\$43.26	-

32
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11.2 Placement on Salary Schedules

New unit members shall be placed on the first step of the appropriate class.

Advancement to the next step shall occur upon completion of three (3) semesters of service. A semester of service means that a unit member teaches at least 75% of the semester length.

Time worked as a substitute, summer school unit member, site administrator or in the credit program shall not count toward step placement.

Unit members who possess at least 30 semester units beyond the Master's Degree will be placed on MA+30 column effective on the first day of the semester following the submission of official transcripts to the District documenting the coursework.

11.3 Unit Member Work Load

Effective January 1, 2009, hourly unit members with classroom teaching assignments may be scheduled up to sixteen point seventy-five (16.75) hours per week within the District. For purposes of compliance with the Affordable Care Act (ACA) each hour of classroom instruction shall include 0.5 hours for preparation and grading.

Hourly counselors may be scheduled up to twenty-three point forty-five (23.45) hours per week within the District.

Hourly coordinators may be scheduled up to twenty-six point eighty (26.8) hours per week within the District.

60 A unit member with any combination of the above assignments shall have a weekly limit
61 proportional to the type of assignment held, and in no case shall a weekly assignment
62 exceed sixty-seven percent of a full time assignment.

63
64 To calculate a combined limit, the calculation must begin with the assignment with the
65 lowest weekly hourly limit (first teaching assignment, then counseling, then coordination.)
66 For example: (12 hours teaching=48% of a full time assignment) + (7.6 hours coordination
67 = 19% of a fulltime assignment) = 67% of a full time assignment.

68
69 For purposes of calculating service credit in the State Teachers Retirement System
70 (CalSTRS) and in accordance with the requirements of Education Code Sections 22138.5,
71 a full time equivalent annual assignment is defined as follows:

72
73 Non-Credit (Adult Education) Instructors 875 hours (25 hrs. x 35 wks)
74 Counselors 1365 hours (35 hrs. x 39 wks)

75
76 11.4 Ancillary Activities:

77
78 Per Education Code 87482.5 c (1) unit members may be assigned ancillary activities, such
79 as but not limited to governance, staff development, grant writing, staff meetings, and
80 advising student organizations and that all hours worked in ancillary activities shall not be
81 used for purposes of calculating eligibility for contract or regular status. Ancillary
82 activities are not counted in the calculation of hourly assignment limits. These hours are
83 paid at the non-instructional rate.

84
85 Additional Assignments: The District shall determine in advance the number of hours a
86 voluntary assignment is worth. Unit members shall be paid their own hourly non-
87 instructional rate for the number of hours the district has pre-determined the assignment is
88 worth upon completion of the assignment. Assignments include, but are not limited to,
89 supplemental grading outside of regular teaching assignment, club advisors, curriculum
90 development, etc.

91
92 11.5 Flex for Teaching Unit Members:

93
94 All flex days shall be fixed and noted on the non-credit instructional calendar and
95 compensation for those flex days shall be paid in the next following pay period after those
96 days occur.

97
98 Unit members will be eligible for compensation for flex activities each semester. The
99 amount of eligible flex activity will be expressed in “hours” based upon the unit member’s
100 teaching assignment on the designated flex days. Maximum flex hour obligation each
101 semester will be calculated by the unit member’s teaching load on the designated flex days
102 multiplied by 1.5. Therefore, a 12 hour load on the designated flex days would equal a
103 maximum of 18 hours (12 hours x 1.5) of flex time obligation for the semester.

105 Unit members who are unable to complete their semester flex obligation during the
106 designated flex week may complete additional flex activities during the semester and
107 receive compensation for those activities. Any additional flex activities must be completed
108 and reported to the member's immediate supervisor by the first day of the last month of the
109 semester. Compensation for those additional flex activities will be paid in the next pay
110 period.

111
112 Separate accounting for flex activities will be made each semester, based upon the unit
113 member's assignment in that semester. Each semester will be treated as a discrete period
114 for flex activities. Flex hours cannot be shifted from one semester to the other.

115
116 Unit members assigned to certain programs (such as Inmate Education) may not be
117 required to complete flex activities. These unit members shall be notified by their
118 administrator if they are exempt from flex activities. If these unit members are authorized
119 to attend flex activities by the District outside of their regularly scheduled assignment, they
120 will be compensated at their non-instructional rate.

121
122 Counselors and Coordinators who are authorized to attend flex activities by the District
123 outside of their regularly scheduled assignment will be compensated at their hourly rate.

124 125 11.6 Canceled Classes

126
127 When a class is held in a non-District facility, the Dean will notify the unit member in
128 writing that the facility is subject to closure and could result in the class being canceled on
129 occasion. When a unit member has not been notified of a class cancellation and shows up,
130 the District will pay the unit member for one hour or will attempt to reschedule the class.

131 132 11.7 Effective July 1, 2000, unit members shall be eligible to enroll in the District's IRS Section 133 125 Flexible Benefit Plan for Health Care Expense Reimbursement and Dependent Day 134 Care Expenses.

135 136 11.8 Inmate Education Program:

137
138 11.8.1 Unit members will be compensated at the non-instructional rate if they are kept in
139 the jail facility during a lock down. This time is an ancillary activity. Unit members
140 will submit to the District a time card with the actual hours the unit member was in
141 lock down.

142
143 11.8.2 Inmate Education Programs often have more prescriptive rules and regulations than the
144 District due to the population served. If a unit member is removed from their assignment at an
145 inmate education program for reasons that are not also a violation of District rules and regulations,
146 and the unit member meets the current minimum qualifications of the regular program, the unit
147 member will be eligible for future assignments in the regular non-credit programs.

148 11.9 Pay by Lecture Hour Equivalent (LHE)

150 Unit members who perform work as: classroom teachers; counselors; hourly coordinators
151 will be paid by Lecture Hour Equivalent (“LHE”) and will not be required to submit time
152 cards. Unit Member Work Load will be up to 20 LHE total for Fall and Spring Semesters.
153 This is 67% of full-time faculty LHE, which is 30 LHE total for Fall and Spring Semesters.
154 Winter and Summer are excluded from this 20 LHE total.
155

156
157 The LHE formula is based on the number of hours a full-time faculty member doing the
158 same assignment must work to achieve a full workload, divided by the standard number of
159 hours for a credit full-time faculty member. The standard number of hours for full-time
160 credit faculty is 15. The standard number of hours for full-time non-credit classroom
161 teachers is 25. The standard number of hours for full-time coordinators is 40. The standard
162 number of hours for full-time counselors is 35 hours.
163

164 To calculate the equivalent hours to LHE the following formula is used: Maximum hours
165 available (maximum hours per week X 35 weeks (contract limit)) which is divided by the
166 maximum annual LHE (20 LHE) to obtain the hours per one (1) LHE. Therefore, the LHE
167 pay rate will be:
168

169 Instructors: 30 hours equals one (1) LHE

170 Coordinators: 47 hours equals one (1) LHE

171 Counselors: 42 hours equals one (1) LHE
172

173 Total Hours Divided by 30 = Teaching LHE

174 Total Hours Divided by 47 = Coordinator LHE

175 Total Hours Divided by 42 = Counselor LHE
176

177 LHE Multiplied by 30 = Teaching Hours

178 LHE Multiplied by 47 = Coordinator Hours

179 LHE Multiplied by 42 = Counselor Hours
180

181 Example Calculation: Tom Smith is assigned 10 hours per week as a Coordinator and 3
182 hours per week as a Continuing Education Instructor for the Fall semester (15 weeks).
183 Calculating his Hours to LHE is as follows:
184

185 Coordinator 10 hours per week (x 15 weeks) divided by 47 Factor = 3.19 LHE

186 C.E. Instructor 3 hours per week (x 15 weeks) divided by 30 Factor = 1.50 LHE

187 **Total LHE = 4.69 LHE**
188
189

TENTATIVE AGREEMENT BETWEEN RSCCD AND CEFA
March 25, 2020

ARTICLE 12

ASSIGNMENTS

1
2
3
4
5 12.1 Definitions

6
7 Assignment – the course title, time, days.

8
9 Reassignment – change in either course, time, days, site or a combination thereof.

10
11 Site – the instructional facility of the unit member’s assignment.

12
13 Vacancy – any assignment that has no assigned bargaining unit member

14
15 12.2 Unit Member Employment Preference Rights

16
17 Section 1 Eligibility:

- 18
19 a. All unit members in teaching or counseling assignments through Santa Ana College
20 School of Continuing Education and/or Santiago School of Continuing Education,
21 excluding: an ancillary assignments, such as facilitators, coordinators, etc.;
22 assignments in the Inmate Education programs; and assignments in K-12 school
23 district Bridge programs.
24
25 b. Unit members who would be vested (per the language in Article 12 of the 2015-18
26 Collective Bargaining Agreement) as of the Fall semester of 2018 are
27 grandparented in to Employment Preference Rights. This does not include any
28 classified employees who may have had additional teaching or counseling
29 assignments prior to July 1, 2018.
30
31 c. Except as provided in section 1.b above, CEFA faculty who have been employed
32 for eight (8) semesters or more, and have been assigned at least one class or
33 counseling assignment for at least three semesters which occurred in the most
34 recent two (2) years, and whose two most recent evaluations indicate a rating of
35 “meets expectations” or “exceeds expectations” in all categories shall be granted
36 employment preference rights.
37

38 Section 2 Preference Right of Assignment During Initial Schedule Development:

39
40 Any CEFA unit member with employment preference rights for teaching
41 assignments shall have priority of assignment to maintain current hours of
42 employment based upon the previous semester. Unit members with employment
43 preference will be scheduled for up to twelve (12) instructional hours per week in
44 their discipline, within the college and department in which the employment
45 preference rights were earned.
46

47 This priority of assignment shall be honored during fall and spring semesters only~~ly~~.
48

49 The class(es) will be assigned from those that the unit member has taught during the
50 previous four (4) years and/or that the department chair and supervising administrator
51 mutually agree that the instructor is qualified to teach, with consultation with the unit
52 member. The renaming of a class by the District or State does not change the qualifications
53 necessary for the unit member to teach the newly renamed class.
54

55 The class assignment shall be made within the time period the CEFA unit member has
56 designated as preferable if appropriate classes are scheduled in that time period and are
57 available for CEFA assignment. The CEFA faculty with employment preference rights
58 shall be assigned before CEFA faculty without preference rights and before new faculty
59 are hired provided that the instructor with preference rights is available to teach the class.
60

61 Any CEFA unit member with employment preference rights for counseling assignments
62 shall have priority of assignment to maintain current hours of employment based upon the
63 previous semester up to sixteen (16) hours per week, within the college and department in
64 which the employment preference rights were earned.
65

66
67 Section 3 Additional Assignments:
68

69 After the initial scheduling process in Section 2 has been completed, whenever additional
70 assignments become available, the site (CEC or OEC) shall notify all unit members via
71 email of the assignment. The notification shall specify the class/assignment, location, days
72 and hours. The notification shall specify a deadline for the receipt of responses, which
73 shall be no less than two business days after the release of the notification. CEFA unit
74 members with preference rights who have expressed an interest in the assignment shall be
75 given preference over other unit members and non-employees. Members without
76 preference rights shall be given preference over non-employees. These preferences shall
77 be limited to the criteria identified in section 2 for establishing preference rights.
78

79 Section 4 Suspension of Employment Preference Right:
80

81 a. This employment preference right is suspended when a CEFA unit member:
82

- 83 1. Receives ~~receives~~ an evaluation performance rating of “does not meet
84 expectations” in any category; or
85
86 2. has a break in service wherein the CEFA unit member has not taught or
87 received a counseling assignment in Fall or Spring semester for two (2)
88 years or more, or
89
90 3. has resigned or retired from the District. In the event the District decides to
91 rehire a former unit member within two years of separation, the unit member

92 will have their reemployment preference reinstated. The decision to rehire
93 a former unit member is at the sole discretion of the District; or
94

- 95 4. repeatedly fails to comply with the Unit Member Responsibilities listed in
96 Article 16 after notice of such failure and an opportunity to improve has
97 been provided to the unit member.
98

99 The employment preference right is reinstated when the CEFA unit member
100 receives two (2) consecutive “meets expectations” or “exceeds expectations”
101 rankings for all of the four categories of evaluation. These evaluations will occur
102 the next two (2) semesters that the unit member actually works.
103

- 104 b. A unit member who is dismissed based upon the grounds enumerated in Education
105 Code 87732 shall forfeit all employment preference rights.
106

107 Section 5 Workload/Schedule Reduction:
108

109 If, prior to initial schedule development, reductions of class offerings are required, unit
110 members with employment preference rights shall be offered assignments in accordance
111 with the process outlined in Section 2. If reduction of class offerings are required after the
112 initial schedule development process outlined in Section 2, unit members with preference
113 rights affected by the reductions shall not have bumping rights over unit members without
114 preference rights.
115

- 116 12.3 Full-Time Vacancies – Full-time vacancies which occur shall be posted for ten (10)
117 working days at all Continuing Education administrative areas to afford all unit members
118 the opportunity to apply for them.
119

- 120 12.4 Notice of Assignment – Scheduled Assignments will be given thirty (30) calendar days in
121 advance of the first day of instruction. When an assignment is changed, the unit member
122 shall be informed as soon as possible and reasons for the change may be requested in
123 writing.
124

- 125 12.5 Contingent Status of Reemployment:
126

127 In all cases, CEFA unit member assignments shall be temporary in nature, contingent on
128 enrollment and funding, and subject to program changes. No CEFA unit member shall
129 have reasonable assurance of continued employment at any point, irrespective of the status,
130 length of service, or reemployment preference of that CEFA temporary unit member.
131

- 132 12.6 Requests for Reassignment – Prior to June 1, (for Fall Term), November 1, (for Spring
133 Term and May 1, (for Summer Term), a unit member may request a change in work site.
134 Unit members who wish to apply for a change in work site shall submit a written request
135 to the appropriate Vice President specifying the worksite and assignment desired. The
136 Vice President shall acknowledge the request in writing. Requests will be retained and

137 considered by the receiving administrator for the current academic year. Unit members
138 who have requested reassignment shall be notified of open assignments.

TENTATIVE AGREEMENT BETWEEN RSCCD AND CEFA
March 25, 2020.

ARTICLE 18

DURATION

This Agreement between the Board and CEFA shall become effective July 1, 2020, and remain in effect until June 30, 2023.


The agreement shall constitute the full and complete commitment between both parties and shall superseded and cancel all previous agreements, both written and oral.

The parties agree to present re-openers (Article 11 -Wages and Hours and one other article per party) at the Board of Trustees meeting on or before February 20, 2022 for the 2022/23 contract year.

The parties agree to present initial bargaining proposal for successor contract at Board of Trustees meeting on or before February 20, 2023, for the 2023/24 year.

For the District

For CEFA



Tracie Green
Vice Chancellor of Human Resources



Evelyn Elmore
CEFA President

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**HUMAN RESOURCES**

To:	Board of Trustees	Date: November 9, 2020
Re:	Adoption of Resolution No. 20-21 – Conflict of Interest Code	
Action:	Request for Adoption	

BACKGROUND

On September 23, 2019 the Rancho Santiago Community College District (RSCCD) Board of Trustees approved amendments to its' Conflict of Interest Code as required by Government Code Section 87300 of the Political Reform Act of 1974. Pursuant to Government Code Section 87306.5(b), the Orange County Board of Supervisors, as the code reviewing body for the District, has requested that the RSCCD conduct a review of its' Conflict of Interest Code as necessary and, if a change in the Code is necessitated by changed circumstances, submit an amended Code to the County. The amended Code will become effective upon approval by the County Board of Supervisors.

ANALYSIS

Consistent with the advisory opinions issued by the Fair Political Practices Commission (FPPC), the District's existing Conflict of Interest Code (Exhibit A) is revised to reflect changes in positions that are new, corrections, deleted or added due to reorganizations. Following RSCCD Board of Trustees approval the amended Code will then be submitted to the Orange County Clerk of the Board's office for submission and approval by the Board of Supervisors at their next regular meeting.

Filers listed in Exhibit B shall file Statements of Economic Interest with the Orange County Clerk of the Board by electronic submission. Exhibit B includes an updated list of employees in positions, those positions listed as vacant are positions affected by the changes to Exhibit A. Once Exhibit A has been approved, Exhibit B will be updated to reflect the employee in the position. The attached Code is not in conflict with the District's current Board Policy 3821 – Gift Ban Policy.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 20-21 - Conflict of Interest Code as presented.

Fiscal Impact:	None	Board Date: November 9, 2020
Prepared by:	Tracie Green, Vice Chancellor, Human Resources	
Submitted by:	Tracie Green, Vice Chancellor, Human Resources	
Recommended by:	Marvin Martinez, Chancellor	

Resolution Number 20-21

RESOLUTION OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ADOPTING A CONFLICT OF INTEREST CODE
WHICH SUPERCEDES ALL PRIOR CONFLICT OF
INTEREST CODES AND AMENDMENTS
PREVIOUSLY ADOPTED

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 et. seq. (“the Act”), requires a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, Rancho Santiago Community College District has previously adopted a Conflict of Interest Code and that Code now requires updating; and

WHEREAS, amendments to the Act have in the past and foreseeably will in the future require conforming amendments to be made to the Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains terms for a standard model Conflict of Interest Code, which, together with amendments thereto, may be adopted by public agencies and incorporated by reference to save public agencies time and money by minimizing the actions required of such agencies to keep their codes in conformity with the Political Reform Act.

THEREFORE, BE IT RESOLVED:

Section 1. The terms of Title 2, California Code of Regulations, Section 18730 (Attachment A) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, together with Exhibits A and B in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Rancho Santiago Community College District

Section 2. The provisions of all Conflict of Interest Codes and Amendments thereto previously adopted by the Rancho Santiago Community College District and hereby superseded.

Section 3. The Filing Officer is hereby authorized to forward a copy of this Resolution to the Clerk of the Orange County Board of Supervisors for review and approval by the Orange County Board of Supervisors as required by California Government Code Section 87303.

NOW THEREFORE, BE IT RESOLVED, that the Rancho Santiago Community College District hereby adopts Resolution 20-21 adopting the Conflict of Interest Code which supersedes all prior Conflict of Interest Codes and Amendments previously adopted.

DATED the 9th day of November 2020.

Ayes:

Noes:

Absent:

Abstain:

Marvin Martinez
Secretary to the Board of Trustees

ATTACHMENT A

CONFLICT OF INTEREST CODE FOR THE Rancho Santiago Community College District

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code Regs. Sec. 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing, the FPPC may amend this Regulation to conform to amendments in the Political Reform Act. Therefore, the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the attached Exhibits designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of the Rancho Santiago Community College District.

Officials in the positions listed in Exhibit A shall file Statements of Economic Interest with either the Clerk of the Orange County Board of Supervisors or the agency/district's Political Reform Act Filing Officer, as specified in Exhibit A. The Statements of Economic Interest shall be maintained as public records and shall be made available for public inspection and reproduction (Government Code § 81008).



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Assistant Dean - Admissions & Records	OC-02	COB	Unchanged
Assistant Dean - DSPS	OC-02	COB	Unchanged
Assistant Dean - Financial Aid, Scholarships & Veterans	OC-02	COB	Unchanged
Assistant Dean - Student Services	OC-02	COB	Unchanged
Assistant Director - Athletics & Sports Information	OC-02	COB	Unchanged
Assistant Director - OC Small Business Development Center	OC-02	COB	Unchanged
Assistant Director - Small Business Initiative	OC-02	COB	Unchanged
Assistant Vice Chancellor - Educational Services	OC-01	COB	Unchanged
Assistant Vice Chancellor - Fiscal Services	OC-01	COB	Unchanged
Assistant Vice Chancellor - FP, Dist. Const. & Sup. Svcs.	OC-01	COB	Unchanged
Assistant Vice Chancellor - Human Resources	OC-01	COB	Unchanged
Assistant Vice Chancellor - Information Technology Services	OC-01	COB	Unchanged
Assistant Vice Chancellor - Workforce & Economic Development	OC-01	COB	Unchanged
Associate Dean - Business & Career Education	OC-02	COB	Renamed
Reason: Title change from Associate Dean - Business & Career Technical Education to Associate Dean - Business & Career Education			
Associate Dean - Counseling	OC-02	COB	Unchanged
Associate Dean - Criminal Justice Academies	OC-01	COB	Unchanged
Associate Dean - Disable Student Programs & Services	OC-02	COB	Unchanged
Associate Dean - Extended Opportunity Programs and Services	OC-02	COB	Unchanged
Associate Dean - Financial Aid	OC-02	COB	Unchanged
Associate Dean - Fire Technology	OC-01	COB	Unchanged
Associate Dean - Health Sciences & Nursing	OC-01	COB	Unchanged
Associate Dean - Instructional & Student Services	OC-02	COB	Unchanged
Associate Dean - Student Development & Deputy Title IX Coord	OC-02	COB	Renamed
Reason: Title change from Associate Dean, Student Development to Associate Dean, Student Development & Deputy Title IX Coordinator			
Associate Director I - Child Development Center	OC-02	COB	Unchanged
Associate Director II - Early Head Start	OC-02	COB	Unchanged
Associate Director II - Child Development Center	OC-02	COB	Unchanged
Benefits Analyst	OC-02	COB	Unchanged



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Board of Trustee	OC-01	COB	Unchanged
Bookstore Manager	OC-01	COB	Unchanged
Bookstore Operations Specialist	OC-02	COB	Unchanged
Bookstore Storekeeper	OC-02	COB	Unchanged
Budget, Forecasting & Analysis Manager	OC-02	COB	Unchanged
Buyer	OC-02	COB	Unchanged
Chancellor	OC-01	COB	Unchanged
Chief - District Safety & Security	OC-01	COB	Unchanged
Chief Advisor for Academic and Diversity Programs	OC-01	COB	Added
Reason: Newly added position due to reorganization.			
Consultant	OC-30	Agency	Unchanged
Custodial Supervisor	OC-02	COB	Unchanged
Dean - Academic Affairs	OC-01	COB	Unchanged
Dean - Arts, Humanities & Social Sciences	OC-01	COB	Unchanged
Dean - Business	OC-01	COB	Unchanged
Dean - Business & Career Education	OC-01	COB	Renamed
Reason: Title change from Dean - Business & Career Technical Education to Dean - Business & Career Education			
Dean - Counseling	OC-01	COB	Unchanged
Dean - Counseling & Student Support Services	OC-01	COB	Unchanged
Dean - Enrollment & Support Services	OC-01	COB	Unchanged
Dean - Fine & Performing Arts	OC-01	COB	Unchanged
Dean - Human Services & Technology	OC-01	COB	Unchanged
Dean - Humanities & Social Sciences	OC-01	COB	Unchanged
Dean - Inst. Effectiveness, Library & Learning Sup. Svcs.	OC-01	COB	Unchanged
Dean - Instruction & Student Services	OC-01	COB	Unchanged
Dean - Kinesiology Health & Athletics	OC-01	COB	Unchanged
Dean - Mathematics & Sciences	OC-01	COB	Unchanged
Dean - Science, Mathematics & Health Science	OC-01	COB	Unchanged
Dean - Student Affairs	OC-01	COB	Unchanged
Director - Academic and End User Support Services	OC-02	COB	Unchanged
Director - Athletics	OC-02	COB	Unchanged



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Director - Auxiliary Services	OC-02	COB	Unchanged
Director - Campus Budget & Accounting	OC-01	COB	Unchanged
Director - Child Development Services, Quality Assurance	OC-02	COB	Unchanged
Director - College Advancement	OC-01	COB	Unchanged
Director - College Research	OC-02	COB	Unchanged
Director - Continuing Education Support Services	OC-02	COB	Unchanged
Director - Criminal Justice Academy	OC-02	COB	Unchanged
Director - Employment Services, Equity and Diversity	OC-02	COB	Unchanged
Director - Facility Planning, Dis. Construction & Sup. Svcs.	OC-02	COB	Unchanged
Director - Fire Instruction	OC-02	COB	Unchanged
Director - Global Trade & Logistics Initiative	OC-02	COB	Unchanged
Director - Grants	OC-02	COB	Unchanged
Director - Information Comm. Tech/Digital Media Initiative	OC-02	COB	Unchanged
Director - Information Systems	OC-02	COB	Unchanged
Director - Institute for Workforce Development	OC-02	COB	Deleted
Reason: duplicate position title			
Director - LA/OC Regional Consortia - LA Director	OC-02	COB	Unchanged
Director - LA/OC Regional Consortia - OC Director	OC-02	COB	Unchanged
Director - Network & Communications	OC-02	COB	Deleted
Reason: Position no longer needed			
Director - Physical Plant & Facilities	OC-02	COB	Unchanged
Director - Public Affairs & Publications	OC-02	COB	Unchanged
Director - Purchasing Services	OC-02	COB	Unchanged
Director - Retail, Hospitality & Tourism Initiative	OC-02	COB	Unchanged
Director - Small Business Development Center	OC-02	COB	Unchanged
Director - Small Business Initiative	OC-02	COB	Unchanged
Director - Special Programs	OC-02	COB	Unchanged
Director - Student Equity and Success	OC-02	COB	Unchanged
Director - Student Information Support	OC-02	COB	Unchanged
Director - Technology, Infrastructure & Support Services	OC-02	COB	Unchanged
Director - Workplace Safety & Risk Management	OC-01	COB	Unchanged



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Director I - Child Development Center	OC-02	COB	Unchanged
Director II - Child Development Center	OC-02	COB	Unchanged
Dist. Admin. - Institutional Equity, Compliance & Title IX	OC-02	COB	Unchanged
District Support Services Supervisor	OC-01	COB	Unchanged
Enrollment Reporting Manager	OC-02	COB	Unchanged
Exec. Dir. - Dist. Research, Planning & Inst. Effectiveness	OC-02	COB	Unchanged
Exec. Dir. - Industry Sec. Engage. & CTE Prog. Specialist	OC-02	COB	Unchanged
Executive Director - Adult Education Block Grant	OC-01	COB	Unchanged
Executive Director - Child Development Services	OC-01	COB	Unchanged
Executive Director - College Advancement	OC-01	COB	Unchanged
Executive Director - Digital Media Center	OC-01	COB	Unchanged
Executive Director - Institute for Workforce Development	OC-01	COB	Unchanged
Executive Director - Resource Development	OC-01	COB	Unchanged
Facilities Manager	OC-01	COB	Unchanged
Facilities Project Manager	OC-02	COB	Unchanged
Graphic Communications Manager	OC-02	COB	Unchanged
Internal Audit Manager	OC-01	COB	Unchanged
Inventory, Delivery & Storage Supervisor	OC-02	COB	Unchanged
K-14 Technical Assistant Provider	OC-02	COB	Added
Reason: New position			
Lead Central Plant Operator	OC-02	COB	Unchanged
Lieutenant - District Safety & Security	OC-02	COB	Unchanged
Maintenance Supervisor	OC-01	COB	Unchanged
Manager - Fiscal Services	OC-02	COB	Unchanged
Payroll Manager	OC-02	COB	Unchanged
President - Santa Ana College	OC-01	COB	Unchanged
President - Santiago Canyon College	OC-01	COB	Unchanged
Project Manager	OC-02	COB	Unchanged
Public Information Officer	OC-02	COB	Unchanged
Publications & Electronic Media Manager	OC-02	COB	Unchanged
Registrar	OC-02	COB	Unchanged



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Sergeant - District Safety & Security	OC-02	COB	Unchanged
Vice Chancellor - Business Operations/Fiscal Services	OC-01	COB	Unchanged
Vice Chancellor - Educational Services	OC-01	COB	Unchanged
Vice Chancellor - Human Resources	OC-01	COB	Unchanged
Vice President - Academic Affairs	OC-01	COB	Unchanged
Vice President - Administrative Services	OC-01	COB	Unchanged
Vice President - Continuing Education	OC-01	COB	Unchanged
Vice President - Student Services	OC-01	COB	Unchanged

Total: 123



Disclosure Descriptions EXHIBIT B (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Disclosure Category	Disclosure Description	Status
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-02	All investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.	Unchanged

Grand Total: 3

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Chancellor's Office

To:	Board of Trustees	Date: November 9, 2020
Re:	Approval of Amendment to Rancho Santiago Community College District Agreement for Professional Services with AlvaradoSmith	
Action:	Request for Approval	

BACKGROUND

On June 1, 2016 the district entered into an agreement with AlvaradoSmith to provide professional legal services to the district. Ruben Smith was appointed by AlvaradoSmith as the General Counsel and Supervising Attorney for all work performed under this agreement. This agreement was renewed on June 1, 2018 and again on July 1, 2020.

During the term of the agreement, legal services have been provided to the district by providing advice, recommendations and legal opinions to the district and representing the district as counsel of record in administrative or court proceedings as requested.

ANALYSIS

In an effort to minimize the district's legal expenses, AlvaradoSmith has agreed to modify the fee structure outlined in the current agreement dated July 1, 2020. The amendment presented for approval reflects a reduced fee structure. This fee structure will enable the district to manage its legal expenses in a more cost efficient manner.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendment to the Rancho Santiago Community College District agreement for professional services with AlvaradoSmith as presented.

Fiscal Impact:	Reduction in ongoing legal expenses	Board Date: November 9, 2020
Prepared by:	Marvin Martinez	
Submitted by:	Marvin Martinez	
Recommended by:	Marvin Martinez	

**FIRST AMENDMENT TO RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT AGREEMENT FOR PROFESSIONAL SERVICES**

This FIRST AMENDMENT TO RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) is made and entered into as of December 1, 2020 (“Effective Date”), by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (“District”), and AlvaradoSmith, a Professional corporation (“Firm”). District and Firm may be referred to hereinafter collectively as the “Parties” and individually as a “Party”.

RECITALS

Reference is made to the following facts that constitute the background of this Amendment:

A. The Parties hereto entered into that certain Rancho Santiago Community College District Agreement for Professional Services between the District and the Firm, dated July 1, 2020 (the “Agreement”).

B. Pursuant to this Amendment, the Parties desire to amend “Attachment “B” Agreement For Professional Services Hourly Billing Rates For Attorneys and Paralegals” that is attached to the Agreement to reduce the amount of the hourly rate charged for meetings from the previously discounted rates of \$300 for the first 20 hours and \$305 per hour thereafter to a flat rate of \$285 per hour for meetings regardless of the number of hours.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, District and Firm hereby agree as follows:

1. **Incorporation of Recitals; Definitions.** The Recitals hereto are true and correct as of the Effective Date and are incorporated herein by this reference as part of this Amendment. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement, as amended by this Amendment. All references to Sections, Exhibits and/or Schedules are to Sections, Exhibits and/or Schedules of the Agreement unless expressly stated otherwise.
2. **Extension of Term of Agreement.** Notwithstanding anything to the contrary contained in the Agreement, “Attachment “B” Agreement For Professional Services Hourly Billing Rates For Attorneys and Paralegals” that is attached to the Agreement as Attachment “B” is hereby replaced by Attachment “B” For Professional Services Hourly Billing Rates For Attorneys and Paralegals, attached hereto and incorporated herein by this reference, as Attachment “B”. The purpose of the Amendment is to to reduce the the hourly rate charged for meetings from the previously discounted rates of \$300 for the first 20 hours and \$305 per hour thereafter to a flat rate of \$285 per hour for meetings regardless of the number of hours.

3. **Full Force and Effect.** Except as expressly modified by this Amendment, the Agreement shall remain unchanged and in full force and effect and nothing herein shall be deemed to be an amendment or waiver of any other covenant or agreement contained in the Agreement except as expressly stated herein. All references herein and in the Agreement to the Agreement shall mean, unless the context clearly indicates to the contrary, the Agreement as amended by this Amendment. In addition, to the extent there are any inconsistencies in the Agreement as a result of this Amendment, the Agreement shall be read to the extent required to give effect to and to be read in a manner consistent with the foregoing changes to the Agreement by way of this Amendment.
4. **Successors and Assigns.** The Agreement, as amended hereby, shall apply to and bind the District and Firm and their respective successors and assigns.
5. **Counterparts; Facsimile, Emailed or Electronic Signatures.** This Amendment 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. The Parties hereby acknowledge and agree that a signed copy of this Amendment transmitted by facsimile, email as a portable document format file attachment, or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original manually executed counterpart of this Amendment for all purposes.

IN WITNESS WHEREOF, the Parties have entered into and executed this Amendment by duly authorized representatives as of the Effective Date.

AlvaradoSmith,
a professional corporation

By: _____
Ruben Smith, Managing Shareholder

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____
Marvin Martinez, Chancellor

ATTACHMENT "B"
TO AGREEMENT FOR PROFESSIONAL SERVICES
HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Hourly Rates (Billed at .10 minute increments)	
General Counsel	\$285*
Associaes	\$280
Shareholders	\$325
Paralegal	\$140
<p>*General Counsel Services</p> <p>The Firm shall charge a lower rate of \$285 per hour for attending Board meetings, other general meetings at the college, regardless of which attorney attends the meetings, at the college such as Cabinet Committee Meetings, meetings with the Chancellor of the District, staff and Board Members, as well as for telephone calls relating to general District business ("General District Business").</p> <p>All other matters not relating to meetings for or phone calls for general District Business shall be billed at the discounted rate of \$280 per hour for matters billed by Associates and \$325 for Shareholders.</p>	

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

Rancho Santiago Community College District

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2020, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ALVARADOSMITH, A PROFESSIONAL CORPORATION (the "FIRM").

RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin July 1, 2020 and shall continue thereafter until June 30, 2021 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month- to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. **Supervising Attorney: The FIRM appoints Ruben Smith as the "General Counsel" and the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in**

writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of General Counsel shall be subject to prior written approval by the DISTRICT.

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work. .
- e. Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
 - i.** If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

"5. Gift shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source offifty dollars (\$50.00) or less during any twelve-month period. "

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

4. THE DISTRICT'S RESPONSIBILITIES:

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
 - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: **1)** stop services on the date and to the extent specified in the Suspension or Termination Notice; and **2)** complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

- b. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

- c. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. DISPUTE RESOLUTION. In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:
Mr. Marvin Martinez
Chancellor
Rancho Santiago Community College District
2323 N Broadway, Suite 410
Santa Ana, CA 92706
Email: martinez_marvin@rsccd.edu

To the FIRM:
The Firm:
AlvaradoSmith
1 Macarthur Place, Suite 200,
Santa Ana, Ca 92707
EMAIL: rsmith@alvaradosmith.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM' s, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.
11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to

the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
 - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
 - u. The above insurance must be provided or written on an occurrence basis.
- b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
- d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

12. INDEPENDENT CONTRACTOR STATUS: This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

13. GOVERNING LAWS: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.

14. ENTIRE AGREEMENT: This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and

contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

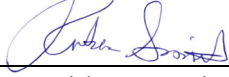
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

AGREEMENT FOR PROFESSIONAL SERVICES


EXECUTED AS SET FORTH HEREINABOVE:

AlvaradoSmith,
a professional corporation

By: 

Ruben Smith, Managing Shareholder

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: 

Name: Marvin Martinez
Title: Chancellor

Approved as to Form:

AlvaradoSmith, a
Professional Law Corporation

By: _____
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Approval and Payment

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.
AlvaradoSmith APC
1 MacArthur Place, Suite 200
Santa Ana, CA 92707
Tel: 714-852-6800
rsmith@alvaradosmith.com

C. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1110th (.10) of an hour. Minimum charges for any activity in any amount above 1110th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed.

The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to

work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated

copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items:

- (1) Local telephone calls and all cellular phone charges;
 - (2) Per-page fax charges;
 - (3) Routine postage, such as U.S. Postal Service rates for letters;
 - (4) File opening, file organization, or other administrative charges;
 - (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained;
 - (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case);
 - (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable;
 - (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills);
 - (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing.);
 - (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval;
 - (11) Meals, except in conjunction with travel as authorized by the DISTRICT;
 - (12) Entertainment;
 - (13) Staff overtime charges;
 - (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment);
 - (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas;
- Routine file review and learning time to get

up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Hourly Rates (Billed at .10 minute increments)	
General Counsel	\$300 For first 20 hours*
Shareholders	\$325
Associates	\$280
Paralegal	\$140
<p>*General Counsel Services The Firm shall charge a lower rate of \$300 per hour for the first 20 hours per month for attending Board meetings, other general meetings at the college, regardless of which attorney attends the meetings, at the college such as Cabinet Committee Meetings, meetings with the Chancellor of the District, staff and Board Members, as well as for telephone calls relating to general District business ("General District Business"). If the amount of hours spent on these activities exceeds 20 hours, then the firm will bill the rest of the hours for this type of work at the reduced rate of \$305 per hour. All other matters not relating to General District Business shall be billed at the discounted rate of \$325 per hour for matters billed by</p>	

Shareholders and \$280 for Associates based
on the number of years of practice.

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.