

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, January 11, 2021
via Zoom and Limited In-Person Attendance
Santa Ana College
1530 W. 17th Street, Large Gym (Room G-105)
Santa Ana, CA 92706

Pursuant to Governor Newsom's Executive Order N-29-20, dated March 17, 2020, members of the Board of Trustees of the Rancho Santiago Community College District, staff, and the public will participate in the January 11, 2021 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@rsdccd.edu by 12 noon on Monday, January 11, 2021. 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@rsdccd.edu. Submissions by email must be received prior to 3 p.m. on January 11, 2021. Any written comments received after 3:00 p.m. on January 11, 2021, will be distributed to the governing board following the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF January 11, 2021**. 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 his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at Madrigal_Maria@rsdccd.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@rsdccd.edu. Submissions by email must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF January 11, 2021**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the Board President may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at Madrigal_Maria@rsdccd.edu or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

1.5 Approval of Minutes – Regular meeting of December 14, 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 Presentation on State Budget and New Federal Stimulus

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

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 Reports from Board Committee Chairpersons and Representatives of the Board
 - Board Facilities Committee

3.0 INSTRUCTION

- *3.1 Approval of Memorandum of Agreement between Rancho Santiago Community College District on behalf of Santa Ana College (SAC) Occupational Therapy Assistant Program and The Salvation Army Action

The administration recommends approval of the memorandum of agreement between Rancho Santiago Community College District on behalf of the SAC Occupational Therapy Assistant Program and The Salvation Army, as presented.
- *3.2 Approval of Clinical Education Agreement with Providence Health System – Southern California Action

The administration recommends approval of the clinical education agreement with Providence Health System - Southern California, as presented.
- *3.3 Approval of Dual Enrollment Agreement between Vista Meridian Global Academy and Rancho Santiago Community College District Action

The administration recommends approval of the dual enrollment agreement between Vista Meridian Global Academy and RSCCD, as presented.
- *3.4 Approval of Agreement No. 20-W242 with South Bay Workforce Investment Board, Inc and Santa Ana College Action

The administration recommends approval of the agreement No. 20-W242 with the South Bay Workforce Investment Board, Inc. and SAC, as presented.
- *3.5 Approval of Third Amendment to Agreement between Rancho Santiago Community College District and LeeAnn Stone Action

The administration recommends approval of the third amendment to agreement between Rancho Santiago Community College District and LeeAnn Stone, as presented.
- *3.6 Approval of Educational Affiliation Agreement with West Orange County Consortium for Special Education (WOCCSE) Action

The administration recommends approval of the educational affiliation agreement with WOCCSE, as presented.

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

- *3.7 Acceptance of Sabbatical Leave Report from Raymond Hicks, Professor English for Multilingual Students Action
The administration recommends acceptance of the sabbatical leave report from Raymond Hicks, Professor of English for multilingual students, as presented.
- *3.8 Acceptance of Sabbatical Leave Report from Jungwon Jin, Professor of Music Action
The administration recommends acceptance of the sabbatical leave report from Jungwon Jin, Professor of Music, as presented.
- *3.9 Acceptance of Sabbatical Leave Report from Krystal Meier, Professor of Mathematics Action
The administration recommends acceptance of the sabbatical leave report from Krystal Meier, Professor of Mathematics, as presented.
- *3.10 Acceptance of Sabbatical Leave Report from Irene Soriano, Professor of Art Action
The administration recommends acceptance of the sabbatical leave report from Irene Soriano, Professor of Art, as presented.
- *3.11 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.
- *3.12 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.
- *3.13 Approval of Health Sciences Program Agreement Between the Regents of the University of California and Rancho Santiago Community College District Action
The administration recommends approval of the Health Sciences Program agreement between the Regents of the University of California and Rancho Santiago Community College District, as presented.
- *3.14 Approval of Agreement Between Santa Ana Unified School District and Rancho Santiago Community College District (RSCCD) for Middle College High School (MCHS) Action
The administration recommends approval of the agreement between Santa Ana Unified School District and RSCCD for MCHS, as presented.

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

- *3.15 Approval of Memorandum of Understanding (MOU) with Young Men's Christian Association (YMCA) of Orange County Action
The administration recommends approval of the MOU with YMCA of Orange County, as presented.
- *3.16 Approval of Agreement with South Bay Workforce Investment Board with Santiago Canyon College (SCC) Action
The administration recommends approval of the agreement with South Bay Workforce Investment Board with SCC, as presented.
- *3.17 Approval of Memorandum of Understanding with Foothill-De Anza Community College District Action
The administration recommends approval of the MOU with Foothill-De Anza Community College District, as presented.
- *3.18 Approval of Amendment #4 to Classroom Lease for 2000 Chapman Inc. Action
The administration recommends approval of the amendment #4 to classroom lease for 2000 Chapman Inc., as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends approval of the payment of bills, as submitted.
- *4.2 Approval of Budget Increases/Decreases, and Budget Transfers Action
The administration recommends approval of the budget transfers, increases, and decreases from December 02, 2020, through December 14, 2020.
- *4.3 Approval of Contract for Independent Audit Services Action
The administration recommends the approval of the contract for independent audit services, as presented.
- *4.4 Approval of Amendment to Agreement with The Solis Group for Labor Compliance and Community Student Workforce Project Agreement Coordinator Consulting Services for Various Projects at Santa Ana College Action
The administration recommends approval of the amendment to agreement with the Solis Group for labor compliance and community student workforce project agreement coordinator consulting services for various projects at SAC, as presented.

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

- *4.5 Approval of Agreement with Converse Consultants for Environmental Import Materials Testing Services for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College Action
The administration recommends approval of the agreement with Converse Consultants for environmental import materials testing services for the Russell Hall replacement (Health Sciences) project at SAC, as presented.
- *4.6 Approval of Agreement with Twining, Inc. for Materials Testing and Special Inspection Services for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College Action
The administration recommends approval of the agreement with Twining, Inc. for materials testing and special inspection services for the Russell Hall replacement (Health Sciences) project at SAC, as presented.
- *4.7 Approval of Agreement with Knowland Construction Services for Project Inspection Services for Barrier Removal East Broadmoor Trail Repair at Santiago Canyon College Action
The administration recommends approval of the agreement with Knowland Construction Services for project inspection services for barrier removal East Broadmoor trail repair at SCC, as presented.
- *4.8 Approval of Amendment to Agreement with Ware Disposal for Integrated Waste Management Services Action
The administration recommends approval of the amendment to agreement with Ware Disposal for integrated waste management services, as presented.
- *4.9 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period November 8, 2020, through December 5, 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 of the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
 - Early Head Start - District Office (DO) \$ 2,030,312
 - K12 Strong Workforce Program – Round 3 (DO) \$37,129,370
 - Project RAISE (Regional Alliance in Science, Technology, Engineering and Math [STEM] Education) – Year 5 (SCC) \$ 20,000
 - Strong Workforce Program Fiscal Agent 2020/21 (DO) \$12,500,000
 - Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers – Fiscal Agent (DO) – Update N/A

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

- *5.1 Approval of Resource Development Items (cont.)
- U.S. Small Business Administration/California State University, \$ 250,000
Fullerton – Orange County/Inland Empire Regional Small
Business Development Center Network (DO)
- *5.2 Approval of Sub-Agreement between RSCCD and Taller San Jose Hope Builders for the Behavior Technician Certificate Program+ Grant (#DO-20-3243-01) Action
The administration recommends approval of the sub-agreement between RSCCD and Taller San Jose Hope Builders for the Behavior Technician Certificate Program+ Grant and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.3 Approval of Professional Service Agreement with Jennifer Walsvick Action
The administration recommends approval of the professional service agreement with Jennifer Walsvick and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related agreement on behalf of the district.
- 5.4 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

- 1) Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Student Workers
- 2) 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
- 3) Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

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

- 4) Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 matter)
- 5) Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a]) (5 cases)

Sandra Elizabeth Palma v. Rancho Santiago Community College District, Orange County Superior Court Case No 30-2019-01083261-CU-PO-CJC

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

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

Francois Tabi v. The Regents and Trustees of Santa Ana College Case No. CV20-00323
Jane Doe (*) v. SAUSD and Rancho Santiago Community College District, Case Number 30-2020-01156221-CU-PO-CJC

- 6) Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Marvin Martinez, Chancellor
 - a. Supplemental Retirement Program, all employees represented and unrepresented

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 Interim Assignments
- Approval of Extension of Interim Assignments
- Approval of Lecture Hour Equivalent (LHE) Workload Adjustments
- Approval of Adjusted Final Salary Placements
- Approval of Changes of Classification

6.1 Management/Academic Personnel (cont.)

- Approval of Adjusted Columns for Changes of Classification
- Approval of Adjusted Annual Rates for Change of Classification
- Approval of Leaves of Absence
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-Paid Intern Services

6.2 Classified Personnel

Action

- Approval of Temporary to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Changes in Position
- Approval of Changes in Salary Placements
- Approval of Leaves of Absence
- Approval of Returns from Leave
- Approval of Short Term Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Centers, California School Employees Association (CSEA) Chapter 888

Action

The administration recommends that the board of trustees receive and file the district's initial bargaining proposal to the CSEA Chapter 888 and schedule a public hearing for February 8, 2021, as presented.

6.4 Approval of Professional Services Agreement between Rancho Santiago Community College District and PPL, Incorporated

Action

The administration recommends that the Board of Trustees approve of the professional services agreement between RSCCD PPL, Incorporated, as presented.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on February 8, 2021. Location to be determined.

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

Monday, December 14, 2020

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The limited in-person and Zoom meeting was called to order at 4:44 p.m. by Mr. Phil Yarbrough. Those participating in-person included Dr. Tina Arias Miller, Mr. David Crockett, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Sal Tinajero, and Mr. Yarbrough; and Mr. Larry Labrado and Mr. Mariano Cuellar participated via teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. video/

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. Anita Lucarelli was present via Zoom as record keeper.

1.2 Installation Ceremony

Mr. Yarbrough welcomed those in attendance.

The Pledge of Allegiance was led by Ms. Lucarelli.

Lou Correa, California Congressman, 46th District administered the Oath of Office to Dr. Arias Miller; Letitia Clark, Mayor, City of Tustin, administered the Oath of Office to Mr. Crockett; Nelida Mendoza, Councilmember, City of Santa Ana, (via Zoom) administered the Oath of Office to Mr. Hernandez; and Vincent Sarmiento, Mayor, City of Santa Ana, administered the Oath of Office to Mr. Tinajero.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Hanna and seconded by Mr. Hernandez to remove Item 5.20 (Resolution No. 20-23 Authorizing Procurement of District-wide Waste Handling and Recycling Services Without Competitive Bidding) from the agenda and approve an addendum for Item 7.1 (Management/Academic Personnel). The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

1.4 Public Comment

Ms. Catherine Candela spoke regarding health care benefits for the RSCCD Child Development teachers.

1.5 Approval of Minutes

It was moved by Mr. Hanna and seconded by Mr. Tinajero to approve the minutes of the regular meeting held November 9, 2020. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

It was moved by Mr. Hanna and seconded by Mr. Tinajero to approve the minutes of the special meeting held November 16, 2020. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Hanna and seconded by Mr. Tinajero to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Items 4.1 through 4.12 (International Student Recruitment Agreements) removed from the Consent Calendar by Mr. Hernandez. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.13 Approval of Santa Ana Unified School District (SAUSD) and Rancho Santiago Community College District on behalf of Santa Ana College (SAC) Academic Talent Search Program for Annual Program Services to Program Participants for Sierra Preparatory Academy, Willard Intermediate, Century High School, Saddleback High School, Santa Ana High School and Valley High School

The board approved the agreement between SAUSD and RSCCD on behalf of the SAC academic talent search program for annual program services to program participants for Sierra Preparatory Academy, Willard Intermediate, Century High School, Saddleback High School, Santa Ana High School and Valley High School, as presented.

4.14 Approval of Educational Affiliation Agreement with Expressions Speech-Language Services, INC

The board approved the educational affiliation agreement with Expressions Speech-Language Services, INC located in Garden Grove, California, as presented.

1.6 Approval of Consent Calendar (cont.)

- 4.15 Approval of Educational Affiliation Agreement with Magnolia School District
The board approved the educational affiliation agreement with Magnolia School District located in Anaheim, California, as presented.
- 4.16 Approval of Educational Affiliation Agreement with Orange Unified School District (OUSD)
The board approved the educational affiliation agreement with OUSD located in Orange, California, as presented.
- 4.17 Approval of Educational Affiliation Agreement with Santa Ana Unified School District
The board approved the educational affiliation agreement with SAUSD located in Santa Ana, California, as presented.
- 4.18 Approval of Educational Affiliation Agreement with Little Voices
The board approved the educational affiliation agreement with Little Voices located in Long Beach, California, as presented.
- 4.19 Approval of Educational Affiliation Agreement with Ukes Communication Services, Inc.
The board approved the educational affiliation agreement with Ukes Communication Services, Inc. located in Placentia, California, as presented.
- 4.20 Approval of Agreement for Contract Services with City of Irvine
The board approved the agreement for contract services with the City of Irvine located in Irvine, California, as presented.
- 4.21 Approval of Rancho Santiago Community College District Professional Services Agreement with Shawn Jordisons Incredible Services
The board approved the RSCCD professional services agreement with Shawn Jordisons Incredible Services located in Westlake Village, California, as presented.
- 4.22 Approval of Rancho Santiago Community College District Professional Services Agreement with PGINET Consulting
The board approved the RSCCD professional services agreement with PGINET Consulting located in Fullerton, California, as presented.
- 4.23 Approval of Rancho Santiago Community College District Professional Services Agreement with Univision Communications, Inc.
The board approved the RSCCD professional services agreement with Univision Communications, Inc. located in Los Angeles, California, as presented.

1.6 Approval of Consent Calendar (cont.)

4.24 Approval of Rancho Santiago Community College District Professional Services Agreement with Estrella Media

The board approved the RSCCD professional services agreement with Estrella Media located in Burbank, California, as presented.

4.25 Approval of Amendment to Agreement with Fusion Sport

The board approved the amendment to the agreement with Fusion Sport located in Boulder, Colorado, as presented.

4.26 Approval of Memorandum of Understanding (MOU) between Consulate of Mexico in Santa Ana, California and Rancho Santiago Community College District on behalf of Santa Ana College for Implementation of “Educational Orientation Window” Strategy

The board approved the MOU between the Consulate of Mexico in Santa Ana, California and RSCCD on behalf of SAC for implementation of the “Educational Orientation Window” Strategy, as presented.

4.27 Approval of Amendment to Agreement with Substance Media, Inc.

The board approved the amendment to the agreement with Substance Media, Inc. located in Covina, California, as presented.

4.28 Approval of Supplemental Program Agreement to Educational Experience Affiliation Agreement Baccalaureate and Graduate Nursing with The University of Texas Arlington

The board approved the supplemental program agreement to educational experience affiliation agreement baccalaureate and graduate nursing with The University of Texas Arlington, as presented.

4.30 Approval of Proposed Revisions for 2021-2022 Santiago Canyon College (SCC) Catalog and/or 2020-2021 Catalog Addendum

The board approved the proposed revisions for the 2021-2022 SCC catalog and/or 2020–2021 college catalog addendum as presented.

4.31 Approval of Professional Services Agreement with Plastic Surgery Studios

The board approved the professional services agreement with Plastic Surgery Studios as presented.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

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

The board approved budget transfers, increases, and decreases, and intrafund and interfund transfers from October 28, 2020, through December 1, 2020.

1.6 Approval of Consent Calendar (cont.)

5.3 Acceptance of 2019-2020 Measure Q Citizens' Bond Oversight Committee Annual Report to Community

The board accepted the 2019-20 Measure Q Citizens' Bond Oversight Committee annual report to the community as presented.

5.4 Approval of Appointments for Measure Q Citizens' Bond Oversight Committee

The board approved the appointments as well as continued and reaffirmed the membership of the Measure Q Citizens' Bond Oversight Committee as presented.

5.6 Approval of Agreement with SVA Architects, Inc. for Architectural and Engineering Services for Next Gen Drone and Autonomous Systems Technology Collaborative at Santa Ana College

The board approved the agreement with SVA Architects, Inc. for architectural and engineering services for the next gen drone and autonomous systems technology collaborative, as part of the Regional Strong Workforce Grant Project, at SAC as presented.

5.7 Ratification of Change Order #1 for McCarthy Building Companies, Inc. for Construction Lease-Leaseback Services at Science Center at Santa Ana College

The board ratified change order #1 for McCarthy Building Companies, Inc. for construction lease-leaseback services for the Science Center at SAC as presented.

5.8 Approval of Amendment to Agreement with Bernards Bros. Inc. for Construction Management Services for Science Center at Santa Ana College

The board approved the amendment to the agreement with Bernards Bros. Inc. for construction management services for the Science Center at SAC as presented.

5.9 Approval of Amendment to Agreement with Architecture 9 PLLLP for Professional Design Services for Campus Directories at Santa Ana College and Santiago Canyon College

The board approved the amendment to the agreement with Architecture 9 PLLLP for professional design services for campus directories at SAC and SCC as presented.

5.10 Approval of Amendment to Agreement with Architecture 9 PLLLP for Architectural Design Services for Barrier Removal/Signage and Wayfinding at Santa Ana College and Santiago Canyon College

The board approved the amendment to the agreement with Architecture 9 PLLLP for architectural design services for barrier removal/signage and wayfinding at SAC and SCC as presented.

1.6 Approval of Consent Calendar (cont.)

5.11 Approval of Agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Services for Orange Education Center (OEC) Site Remediation Project at Santiago Canyon College

The board approved the agreement with Sindoni Consulting & Management Services, Inc. for commissioning services for the OEC site remediation project at SCC as presented.

5.12 Ratification of Award of Bid #1391 for Parking Ticket Kiosk Project at Santiago Canyon College

The board ratified awarding Bid #1391 for the parking ticket kiosk project at SCC as presented.

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

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

5.14 Approval of Amendment to Agreement with Kitchell for Constructability Review Services for Campus Entrance Improvements Project at Santiago Canyon College

The board approved the amendment to the agreement with Kitchell for constructability review services for the campus entrance improvements project at SCC as presented.

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

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

5.16 Approval of Amendment to Agreement with HL Construction Management for Cost Estimating Consulting Services for Campus Entrance Improvements Project at Santiago Canyon College

The board approved the amendment to the agreement with HL Construction Management for cost estimating consulting services for the campus entrance improvements project at SCC as presented.

5.17 Approval of Amendment to Agreement with Converse Consultants for Environmental Consulting Services for Orange Education Center at Santiago Canyon College

The board approved the amendment to the agreement with Converse Consultants for environmental consulting services for OEC at SCC as presented.

1.6 Approval of Consent Calendar (cont.)

5.18 Approval of Amendment to Agreement with Southwest Inspection and Testing, Inc. for On-Call Materials Testing and Inspection Consulting Services for Various Facility Improvement Projects

The board approved the amendment to the agreement with Southwest Inspection and Testing, Inc. for on-call materials testing and inspection consulting services for various facility improvement projects as presented.

5.19 Acceptance of Donation of Vehicle

The board accepted the donation of a 2003 Chrysler PT Cruiser as presented.

5.21 Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement No. 00003328 with NG Web Solutions, LLC

The board approved the District's use of FCCC master services agreement No. 00003328 with NG Web Solutions, LLC, including renewals, future addendums, supplements, and extensions on an as needed basis as presented.

5.23 Approval of Purchase Orders

The board approved the purchase order listing for the period October 18, 2020, through November 7, 2020.

6.1 Approval of Resource Development Items

The board approved budgets, accepted grants, and authorized the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:

- Board Financial Assistance Program (BFAP) (SAC & SCC) \$1,042,275
- California Work Opportunity and Responsibility to Kids (CalWORKs)/Work Study/Temporary Assistance for Needy Families (TANF) (SAC & SCC) – **Correction to Match** \$ N/A
- Disaster Relief Emergency Student Financial Aid (SAC & SCC) \$ 260,055
- Upward Bound – Year 4 (SAC) \$ 347,196
- Youth Empowerment Strategies for Success – Independent Living Program (YESS-ILP) – Student Relief Funds (SAC) \$ 10,665

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

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

6.3 Approval of Subscription Agreement with California Community College Chancellor's Office to Support Federal Student Right-to-Know Act

The board approved the subscription 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.

1.6 Approval of Consent Calendar (cont.)

6.4 Approval of RSCCD 2021-2024 Strategic Technology Plan

The board approved the RSCCD 2021-2024 Strategic Technology Plan as presented.

6.5 Approval of Change Order #1 for Remote Service Provision with SectorPoint Inc.

The board approved change order #1 for remote service provision with SectorPoint Inc. as presented.

6.6 Approval of Agreement with OculusIT, LLC for Ellucian Colleague System Administration Services

The board approved the agreement with OculusIT, LLC for Ellucian Colleague system administration services as presented.

6.7 Authorization of Signatures

The board approved the revised list of authorized signatures.

2.0 **BOARD ORGANIZATION**

2.1 Annual Board Organization

Mr. Tinajero nominated Mr. Hernandez for the 2020-2021 board president. The nomination failed with the following vote: Aye – Mr. Crockett, Mr. Hernandez, and Mr. Tinajero; Nay - Dr. Arias Miller, Mr. Hanna, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

Dr. Arias Miller nominated Mr. Yarbrough for the 2020-2021 board president. The nomination carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

Mr. Hanna nominated Dr. Arias Miller for the 2020-2021 vice president. The nomination carried with the following vote: Aye – Dr. Arias Miller, Mr. Hanna, Mr. Labrado, and Mr. Yarbrough; Nay – Mr. Crockett, Mr. Hernandez, and Mr. Tinajero. Student Trustee Cuellar's advisory vote was nay.

Mr. Tinajero nominated Mr. Crockett for the 2020-2021 vice president. No vote was taken because Dr. Arias Miller was voted in as the 2020-2021 vice president.

Dr. Arias Miller nominated Mr. Hernandez as the 2020-2021 clerk. Mr. Hernandez declined the nomination.

2.1 Annual Board Organization (cont.)

Mr. Tinajero nominated Mr. Crockett as the 2020-2021 clerk. Since there were no other nominations, it was moved by Mr. Hanna and seconded by Mr. Hernandez to name Mr. Crockett as the 2020-2021 clerk by unanimous decision. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

At this time, Mr. Yarbrough did not designate the board’s secretary and assistant secretary. He designated these positions after Item 5.22 (Purchase Orders Approved by Chancellor per Resolution No. 20-03).

Mr. Yarbrough appointed chairpersons and members to the following committees:

- Board Facilities Committee: Chairperson: Mr. Hanna;
Members: Mr. Crockett, Mr. Labrado
- Board Fiscal/Audit Committee: Chairperson: Mr. Yarbrough;
Members: Mr. Crockett, Mr. Hernandez
- Board Institutional Effectiveness Committee: Chairperson: Dr. Arias Miller;
Members: Mr. Hanna, Mr. Hernandez
- Board Legislative Committee: Chairperson: Mr. Labrado;
Member: Dr. Arias Miller, Mr. Tinajero
- Board Policy Committee: Chairperson: Dr. Arias Miller;
Members: Mr. Crockett, Mr. Hanna

Mr. Yarbrough appointed board representatives to the following organizations:

- Representative to the RSCCD Foundation: Mr. Tinajero
- Representative to the Orange County Legislative Task Force: Dr. Arias Miller
- Representative to the Orange County School Boards Association: Mr. Crockett
- Representative to the Nominating Committee on School District Organization:
Mr. Yarbrough

It was moved by Mr. Hernandez and seconded by Mr. Hanna to adopt the board meeting schedule for 2021. Discussion ensued regarding scheduling joint meetings with Santa Ana Unified School District Board of Education, Orange Unified School District Board of Education, Santa Ana City Council, and Orange City Council. Mr. Yarbrough asked the chancellor to inquire whether the abovementioned entities are interested in scheduling joint board meetings with RSCCD. The motion to adopt the board meeting schedule for 2021 carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

It was moved by Mr. Hanna and seconded by Mr. Hernandez to reaffirm Board Policy (BP) 2200 (Board Duties and Responsibilities). The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

2.1 Annual Board Organization (cont.)

It was moved by Mr. Hanna and seconded by Mr. Tinajero to reaffirm BP 2715 (Code of Ethics/Standards of Practice). The motion carried with the following vote: Aye – Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

It was moved by Dr. Arias Miller and seconded by Mr. Hernandez to reaffirm BP 2735 (Board Member Travel). The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

It was moved by Mr. Crockett and seconded by Dr. Arias Miller to reaffirm BP 6320 (Investments). The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

It was moved by Dr. Arias Miller and seconded by Mr. Hernandez to approve the 2021 designation of specific days, weeks or months of observance, which relate to the educational mission of the district, as listed in the docket. Mr. Hanna asked the board to consider correcting the date of the Holocaust Remembrance Day from April 20, 2021, (Israel) to April 8, 2021, (Israel) on the proposed list. Dr. Arias Miller and Mr. Hernandez accepted the amendment to the motion by Mr. Hanna. The motion to approve the designation of specific days, weeks or months of observance, which relate to the educational mission of the district as amended, carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

3.0 INFORMATIONAL ITEMS AND ORAL REPORTS

3.1 Report from the Chancellor

Mr. Marvin Martinez, Chancellor, provided a report to the board and introduced Mr. Ralph Webb, as the new Chief for the RSCCD District Safety & Security Office.

3.2 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

3.3 Report from Student Trustee

Mr. Cuellar provided a report to the board.

3.4 Reports from Student Presidents

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

Mr. Henry Gardner, Student President, Santiago Canyon College
Ms. Monica Renteria, Student President, Santa Ana College

3.5 Report from Classified Representative

Ms. Sheryl Martin provided a report to the board on behalf of the classified staff.

3.6 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

3.7 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the December 7, 2020, Board Facilities Committee meeting.

Mr. Hernandez provided a report on the December 10, 2020, Orange County Community College Legislative Task Force meeting.

4.0 INSTRUCTION

Items 4.13 through 4.28, 4.30, and 4.31 were approved as part of Item 1.6 (Consent Calendar).

4.1 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Bright Can-Achieve Limited

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the RSCCD international student recruitment agreement with Bright Can-Achieve Limited located in Beijing, China, as presented. Discussion on Items 4.1 through 4.12 were discussed at the same time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

4.2 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with China US Business Association

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the RSCCD international student recruitment agreement with China US Business Association located in Anaheim, California, as presented. Discussion on Items 4.1 through 4.12 were discussed at the same time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.3 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Blue Bell Service Company Limited

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the RSCCD international student recruitment agreement with Blue Bell Service Company Limited located in the country of Vietnam, as presented. Discussion on Items 4.1 through 4.12 were discussed at the same time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.4 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Asia Europe Co., Ltd.

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the RSCCD international student recruitment agreement with Asia Europe Co., Ltd. located in the country of Vietnam, as presented. Discussion on Items 4.1 through 4.12 were discussed at the same time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.5 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Center Point Stock Company

It was moved by and seconded by to approve the RSCCD international student recruitment agreement with Center Point Joint Stock Company located in the country of Vietnam, as presented. Discussion on Items 4.1 through 4.12 were discussed at the same time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.6 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Consulting Marketing International Co. Ltd.

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the RSCCD international student recruitment agreement with Consulting Marketing International Co. Ltd. located in the country of Vietnam, as presented. Discussion on Items 4.1 through 4.12 were discussed at the same time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.7 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Du Hoc My Quoc CISC

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the RSCCD international student recruitment agreement with Du Hoc My Quoc CISC located in Garden Grove, California, as presented. Discussion on Items 4.1 through 4.12 were discussed at the same time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.8 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Global Education Consulting and Study Abroad Co. Ltd.

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the RSCCD international student recruitment agreement with Global Education Consulting and Study Abroad Co. Ltd. located in the country of Vietnam, as presented. Discussion on Items 4.1 through 4.12 were discussed at the same time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.9 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with KC Overseas Education Private Limited

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the RSCCD international student recruitment agreement with KC Overseas Education Private Limited located in the country of India, as presented. Discussion on Items 4.1 through 4.12 were discussed at the same time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.10 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with New World Study Abroad Consulting Co. Ltd.

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the RSCCD international student recruitment agreement with New World Study Abroad Consulting Co. Ltd. located in the country of Vietnam, as presented. Discussion on Items 4.1 through 4.12 were discussed at the same time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.11 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Cong Ty TNHH Tai Chanh-Thuong Mai-Du Hoc Du Lich Thai Binh Duong (Pacific Ocean)

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the RSCCD international student recruitment agreement with Cong Ty TNHH Tai Chanh-Thuong Mai-Du Hoc Du Lich Thai Binh Duong (Pacific Ocean) located in the country of Vietnam, as presented. Discussion on Items 4.1 through 4.12 were discussed at the same time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.12 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Worldwide Education Consulting Co., Ltd.

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the RSCCD international student recruitment agreement with Worldwide Education Consulting Co., Ltd. located in the country of Vietnam, as presented. Discussion on Items 4.1 through 4.12 were discussed at the same time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.29 Ratification of Termination of Parking Lease Agreement with OCR Land LLC Approved by Chancellor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Coronavirus (COVID-19)

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to ratify the termination of the parking lease agreement with OCR Land LLC for the 144 parking spaces located at 523 N. Grand Ave. Santa Ana, California, approved by the chancellor per Resolution No. 20-03. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, 5.3, 5.4, 5.6 through 5.19, 5.21, and 5.23 were approved as part of Item 1.6 (Consent Calendar).

5.5 Adoption of Resolution No. 20-19 Regarding Bid #1386 Award for Russell Hall Replacement (Health Sciences) Project at Santa Ana College

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to adopt Resolution No. 20-19 regarding Bid #1386 for Russell Hall Replacement (Health Sciences) Project at SAC. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

5.20 This item was removed from the agenda during Item 1.3.

5.22 Ratification of Purchase Orders Approved by Chancellor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Coronavirus (COVID-19)

It was moved by Mr. Hanna and seconded by Mr. Hernandez to ratify purchase orders approved by the chancellor per Resolution No. 20-03 as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

At this time, Mr. Yarbrough made a designation as part of Item 2.1 (Board Organization).

2.1 Mr. Yarbrough designated Mr. Martinez as the board’s secretary and Mr. Perez as the assistant secretary.

6.0 GENERAL

Items 6.1 through 6.7 were approved as part of Item 1.6 (Consent Calendar).

6.8 List of 2021 Conferences and Legislative Executive Visits for Board Members

Board Policy 2735 and a list of conferences and legislative executive visits that board members may wish to attend was provided as information.

6.9 Review of RSCCD Board of Trustees Self-Evaluation

The board reviewed the evaluation responses and completed the annual self-evaluation process for 2020. Mr. Yarbrough and Mr. Hanna explained the process of the board’s self-evaluation to the newly-elected trustees.

6.10 Board Member Comments

Board members welcomed newly-elected trustees, Dr. Arias Miller, Mr. Crockett, and Mr. Tinajero.

Mr. Hanna commended SAC and SCC staff for their participation in athletic programs in spring 2021.

As a newly-elected trustee, Dr. Arias Miller expressed her thankfulness for being able to work closely with the administration, staff and faculty to provide students with the tools needed to develop and deliver high-quality instruction. She shared her experience of working with the community college system in order to better serve the students and community.

Mr. Labrado asked the meeting be adjourned in memory of former City of Santa Ana Councilmember Alfred C. Serrato who died today.

Mr. Hernandez reported that he attended the California Community College League conference and assisting in the food distribution at Santa Ana College.

Mr. Hernandez asked that the meeting also be adjourned in memory of Dr. John West, a former faculty member at Santiago Canyon College, who died on October 25, 2020.

Mr. Crockett and Mr. Tinajero expressed their thankfulness for being elected to the board and working with the administration and staff. They both briefly shared their backgrounds and willingness to serve as a trustee to the community college community.

Mr. Yarbrough thanked board members for electing him to serve as the 2020-2021 president.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:29 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 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

Mr. Cuellar left the meeting at this time.

RECONVENE

The board reconvened at 8:00 p.m.

Closed Session Report

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

Public Comment

There were no public comments.

7.0 HUMAN RESOURCES

7.1 Management/Academic Personnel

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

- Approve Interim Assignments
- Approve Extensions of Interim Assignment
- Approve Adjusted Salary Placements
- Approve Changes of Classification
- Approve Changes of Assignment
- Approve Additional Annual Contract Stipends for 2020-2021
- Approve Beyond Contract/Overload Stipends
- Approve Leaves of Absence
- Approve Adjusted Leaves of Absence
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-Paid Intern Services

7.2 Classified Personnel

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

- Approve Out of Class Assignments
- Approve Changes in Salary Placements

7.2 Classified Personnel (cont.)

- Approve Professional Growth Increments
- Approve Return to Regular Assignments
- Approve Leaves of Absence
- Approve New Appointments
- Approve Expiration of Terms
- Ratify Resignations/Retirements
- Approve Short Term Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Student Assistant Lists

7.3 Presentation of Child Development Centers – CSEA Chapter 888 Initial Bargaining Proposal to Rancho Santiago Community College District

It was moved by Mr. Hanna and seconded by Mr. Tinajero to schedule a public hearing for the next regularly scheduled board meeting. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough

7.4 Approval of Agreement with Health Advocate, Inc. for an Employee Assistance Program and Advocacy Services

It was moved by Mr. Hanna and seconded by Mr. Tinajero to approve the agreement with Health Advocate, Inc. for an Employee Assistance Program and Advocacy Services. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

7.5 Approval of Amendment No. 1 to Service Agreement with Keenan and Associates for Employee Benefits Consulting

It was moved by Mr. Hanna and seconded by Mr. Tinajero to approve Amendment No. 1 with Keenan and Associates, as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

7.6 Adoption of Resolution No. 20-22 Declaring Withdrawal from Schools Excess Liability Fund (SELF) Joint Powers Authority

It was moved by Mr. Hanna and seconded by Mr. Tinajero to adopt Resolution No. 20-22 declaring withdrawal from the SELF Joint Powers Authority as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

7.7 Adoption of Resolution No. 20-24 authorizing payment to Trustee Absent from Board Meetings

It was moved by Mr. Hanna and seconded by Mr. Tinajero to authorize payment to Zeke Hernandez for his absence from the November 16, 2020, special board meeting due to illness. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

7.8 Authorization for Board Travel/Conferences

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

8.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on January 11, 2021.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 8:04 p.m., in memory of Dr. John West, a former faculty member at Santiago Canyon College and former Dean of Student Services at Santa Ana College, who died on October 25, 2020; and former City of Santa Ana Councilmember Alfred C. Serrato who died today.

Respectfully submitted,

Marvin Martinez, Chancellor

Approved: _____
Clerk of the Board

Minutes approved: January 11, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: January 11, 2021
Re:	Approval of Memorandum of Agreement between Rancho Santiago Community College District, on behalf of the Santa Ana College Occupational Therapy Assistant Program, and The Salvation Army	
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 Memorandum of Agreement between Rancho Santiago Community College District, on behalf of the Santa Ana College Occupational Therapy Assistant Program, and The Salvation Army (“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, commencing January 12, 2021 and ending December 31, 2025, or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Memorandum of Agreement between Rancho Santiago Community College District, on behalf of the Santa Ana College Occupational Therapy Assistant Program, and The Salvation Army, located in Tustin, California, as presented.

Fiscal Impact:	None	Board Date: January 11, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

MEMORANDUM OF AGREEMENT (the “Agreement”)

Between

**Rancho Santiago Community College District, on behalf of the Santa Ana College Occupational Therapy Assistant Program, a public educational agency (the “District”), and
The Salvation Army, a California corporation (the “Agency”)**

The District and the Agency commit themselves to cooperative efforts, as described below, in provision of supervised educational field experiences for students. The term of this agreement shall be five years (60) month(s), commencing January 12, 2021 and ending December 31, 2025.

THE DISTRICT AGREES TO:

- Work cooperatively with the Agency in designing appropriate field learning experiences to meet the objectives of the District’s field education program.
- Recommend for placement at the Agency students who appear to be most appropriate, which placement shall be subject to the reasonable approval of the Agency. The District will arrange for Agency to meet each recommended student in advance of such placement.
- Provide on-line access to the District’s field manual plus other pertinent instructional material, such as: academic calendar, course outlines, field bulletins, evaluation guidelines, periodic updates.
- Keep Agency and Field Instructors informed about District activities and plans affecting field education.
- Provide opportunities for Agency/Field Instructor participation in relevant District committees and activities.
- Notify students that they are subject, during their educational field experience at Agency, to applicable Agency regulations and that they must conform to the same standards as are set for Agency’s employees in matters relating to the welfare of clients or patients and general Agency operation.
- Require that student interns obtain professional malpractice insurance through a blanket policy secured by the District, before beginning their field placement experience. The coverage liability limits are \$1,000,000 each claim, and \$3,000,000 aggregate.
- Instruct students regarding and require students to abide by all applicable federal, state, and local laws and regulations relating to the privacy and confidentiality of information pertaining to clients served by the Agency. These shall include, without limitation, the Health Insurance Portability and Accountability Act and federal substance-abuse program regulations codified at 42 C.F.R. part 2.

THE AGENCY AGREES TO:

- Adhere to the goals of the District as presented in its field education manual except in any circumstances wherein a said goal conflicts with Agency’s stated policy, rule, or procedure.
- Accept and treat the student’s primary role as a learner and the field placement assignment as an educational experience. This includes the following:
 - a) permitting the student to receive needed support, assistance and instruction;
 - b) making available to the student appropriate cases and learning activities; and
 - c) permitting the student to participate in staff development and other training opportunities.
- Provide the student with the resources necessary to carry out assigned educational and service tasks, including the following:
 - a) space that is sufficiently private for carrying on independent work and activity;
 - b) clerical service and supplies for records and reports produced for the Agency; and
 - c) access to client and Agency records as appropriate to assigned tasks.
- Provide qualified staff as Field Instructors for the student, subject to approval by the District.

- Assure that the Field Education Liaison is advised of policy and service changes and developments which may affect student learning or the District's curriculum.
- Provide the student with information available to its employees regarding personal safety when carrying out agency related assignments.
- 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 hold 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.

The Agency signatory is authorized by the Agency to sign for the agency and acknowledges having read and understood all of the terms and provisions of the Agreement, including the reverse side hereof, and agrees to be bound by all the terms and provisions contained herein upon the execution of this Agreement

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

THE SALVATION ARMY, A CALIFORNIA
 CORPORATION

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

Print
 Name: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1) Coordination of Program. The parties shall use best efforts to establish the educational objectives for the program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the clinical experience.

2) Students Not District Employees. The parties hereto agree that the District's students are fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, the District's students are not to be considered employees or agents of either the District or the Agency for any purpose, including Worker's Compensation or employee benefit programs.

3) Insurance. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, comprehensive general liability and professional liability with minimum coverage limits of \$1 million per occurrence and \$3 million aggregate. Upon written request, either party shall provide the other with a certificate evidencing such coverage.

4) Termination. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that all students currently enrolled in the program at the time of notice of termination shall be given the opportunity to complete the program. Notwithstanding any provision of this Agreement to the contrary, the Agency reserves the right to terminate the placement of any student who, in the Agency's sole discretion, (a) interferes with the Agency's objectives, (b) violates the Agency's policies, or (c) poses a threat of harm or breach of law.

5) Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this Section. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims or disputes. The costs and expenses of the arbitration, including without limitation attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator.

6) No Agency. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties.

7) Assignment. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

8) Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.

9) Counterparts. This agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts. 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.

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

11) Patient Privacy. The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use of disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information which was previously disclosed to that party under this Agreement. Furthermore, the parties agree to comply with all other applicable laws and regulations pertaining to client confidentiality, including without limitation the substance-abuse program regulations codified at 42 C.F.R. Part 2.

12) LIMITATION ON LIABILITY. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

13) No Third-Party Beneficiary. Nothing in this Agreement, express or implied, is intended to or shall confer upon another person (including without limitation any student,

TERMS AND CONDITIONS

instructor, or employee) any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

14) Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses,

including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.

15) Notice: Any notice required by this agreement shall be deemed given upon five days after mailing by registered mail with carbon copy by electronic mail to the physical and electronic mail addresses given below:

Agency:

Secretary for Business Administration
30840 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

With Copies to:

The Salvation Army California South Division
Attn: Divisional Director for Social Services
16941 Keegan Ave
Carson, CA 90746

The Salvation Army – Orange County
Attn: County Director of Social Services
10200 Pioneer Road
Tustin, CA 92782

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

To: Board of Trustees	Date: January 11, 2021
Re: Approval of Clinical Education Agreement with Providence Health System - Southern California	
Action: Request for Approval	

BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Clinical Education Agreement with Providence Health System - Southern California (“Agreement”) is to stipulate the health and orientation requirements for clinical rotations at several locations.

ANALYSIS

The Agreement allows for clinical training of nursing students and prepares them for future employment in the healthcare field. The Agreement covers the scope of program operations, as well as other issues relating to responsibilities for both parties. This Agreement shall be effective for two (2) years or until termination by written notice of either party, with an option to renew for an additional two (2) years. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Clinical Education Agreement with Providence Health Systems - Southern California, located in Torrance, California, as presented.

Fiscal Impact: None	Board Date: January 11, 2021
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Interim Associate Dean, Health Sciences	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

CLINICAL EDUCATION AGREEMENT

This Clinical Education Agreement ("Agreement") is entered into this 12th day of January 2021 (the "Effective Date"), between Providence Health System – Southern California and its affiliated entities set forth on Exhibit A (collectively referred to herein as "Providence") on behalf of those facilities listed in Exhibit B (each individually referred to as a "Facility" and collectively referred to as Facilities") and Rancho Santiago Community College District, on behalf of Santa Ana College Health Sciences ("School").

Facilities own and operate licensed facilities in California that offer a full range of hospital and other healthcare services. Facility is willing to provide clinical education experience to students of School in the programs listed on Exhibit C in accordance with the terms of this Agreement. School desires to use the Facility as an opportunity for its students to obtain clinical learning experience as required by their curriculum.

The consideration for this Agreement is the mutual promises contained in this Agreement and the mutual benefits expected from entering into this Agreement.

1. **Responsibilities of the Facility**

1.1. Clinical Instruction. Facility shall provide suitable clinical experience for students as prescribed by the School's curriculum and in accordance with any written objectives provided by School to Facility. Services will be provided in compliance with the directions of the Facility, Facility manuals, policies and procedures, the standards and recommendations of The Joint Commission, the applicable standards of relevant professional societies, and applicable local, state, and federal regulations. No clinical education shall be offered by Facility with respect to procedures that are contrary to the Providence Health & Services Mission and Core Values and the Roman Catholic moral tradition as articulated in such documents as The Ethical and Religious Directives for Catholic Health Care Services. Students will be assigned to Facility upon the mutual agreement of Facility and School. Facility will inform appropriate personnel about the role of students and provide identification or security clearances, where appropriate. Facility retains full responsibility for the care of its patients. Students will receive no monetary compensation under the terms of this Agreement, and are not deemed an employee under Worker's Compensation statutes. The term "clinical student" applies to any and all clinical students, including MSN students who may be accompanying a faculty who is serving as their preceptor.

1.2. Facility Personnel. Facility will designate appropriate personnel to coordinate the student's clinical learning experience. This will involve planning between responsible School faculty and designated Facility personnel for the assignment of students to specific clinical cases and experiences, including selected conferences, clinics, courses, and programs conducted under the instruction of the Facility. Facility will designate and submit in writing to the School the name and professional and academic credentials of a person to be responsible for the clinical education program. That person will be known as the Liaison.

1.3. Inspection. Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the School.

1.4. Exclusion of Students. Facility reserves the right to terminate the continuation of any student who is not complying with applicable Facility policies, procedures, or directions from Facility personnel or physicians involved in the clinical education program or who is deemed by Facility not to have adequate qualifications or ability to continue in the program, or the health of the student does not warrant a continuation at Facility, or whose conduct interferes with the proper operation of Facility.

1.5. Emergency Care. Facility shall provide necessary emergency care or first aid required by an accident occurring at Facility for students participating under the terms of this Agreement, and, except as herein provided, Facility shall have no obligation to furnish medical or surgical care to any student. The student bears responsibility for the cost of such care as well as any follow-up care.

1.6. Regulations. Facility will provide the student with access to the written regulations that will govern the student's activities while at Facility. Facility shall also provide the student with policies relating to the Deficit Reduction Act, including Facility's Fraud and Abuse Prevention and Detection Policies.

1.7. Records and Documents: Facility will maintain records and documents as specified by each program and provide an evaluation to the School. Facility will provide an evaluation of student as requested.

2. Responsibilities of the School

2.1. Publications. The School will prohibit the publication by the students of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and the School.

2.2. Clinical Experiences. It shall be the responsibility of the academic coordinator of clinical education of the School, after consultation with Facility, to help plan the clinical educational program for student's clinical experiences.

2.3. Program Description. School will provide Facility with an annual announcement or description of the program and or any changes to curriculum and objectives to be achieved at Facility. The school will maintain a copy of the curriculum.

2.4. Student Compliance. School will assure that students abide by the policies of Facility while using its facilities, including policies related to confidentiality of patient information, and acceptable use of information standards. School shall immediately report any errors in accordance with Facility procedures. School will assure that students do not copy or remove confidential information from Facility premises. Students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of Facility. School will assure that students are educated regarding universal precautions, blood-borne pathogens, and other appropriate OSHA standards prior to coming to Facility.

2.5. Student Qualifications. School will assign to Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom student will be working. If student is assigned to

a Facility located in the City of Los Angeles, the student must have a required four (4) hour LA Fire Card (e.g. Providence Tarzana Medical Center and Providence Holy Cross Medical Center). Faculty is to complete the pre placement *Student Information Checklist and Clinical Student On-Boarding Process Checklist* and provide these checklists to the Facility's Liaison.

2.6. Student Health. School will assure that students have up-to-date immunizations for Hepatitis B, Diphtheria, Pertussis, Tetanus, Varicella, and Influenza (October 1st through March 31st), and will demonstrate either a negative skin test or chest x-ray for Tuberculosis before beginning the clinical education program. School will have on file, records of positive titer or of immunization administered after 1967 for Rubella and Rubeola for each student born after 1956. Note that if no immunization, the student must have a declination citing medical or personal reasons on file. If no influenza immunization, student must follow the Facility's policies.

2.7. Scheduling. The days and hours of clinical experience are to be planned by the faculty of School in consultation with the Liaison.

2.8. Pre-Placement Checks.

(a) School agrees to request a criminal background check pursuant to applicable Facility policy and "Child and Adult Abuse Laws." School agrees to provide Facility with a copy of the criminal background check results if requested. School acknowledges that placement of each student at Facility is contingent upon provision of the cleared criminal background check results within the timeframes required under Facility's policy. School agrees to complete the acknowledgement checklist confirming the student has had the pre-placement criminal background check completed and will refer any violation on the criminal background check to the Facility for determination of student acceptability. Facility shall provide School with a list of background check requirements that student must meet prior to starting a clinical education experience at Facility.

(b) School shall perform an excluded provider search on the Office of Inspector General List of Excluded Individuals/Entities (<https://oig.hhs.gov/exclusions>) and the System for Award Management (SAM) site (<http://www.sam.gov>) for any students providing treatment, care, or services at Facility. Evidence that each student is not on the above mentioned excluded provider list is a condition precedent to clinical education program placement.

3. Insurance.

School shall maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional and general liability insurance for itself and those students participating in the clinical education program, and shall name Facility as an additional insured with respect to any risks that are the responsibility of School or its students under the terms of this Agreement. School shall require Students to maintain health insurance. School shall provide Facility with a certificate of insurance evidencing the coverage required by this Agreement.

4. Indemnity.

Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions related to services under this Agreement on the part of

itself, its employees, or its officers and with respect to School also for its students. Neither party to this Agreement shall be considered the agent of the other party.

5. Term and Termination.

5.1. Term. This Agreement will be in effect for two (2) years, beginning January 12, 2021 and ending **January 11, 2023**. This Agreement may be renewed for additional two (2) year terms upon the written agreement of both Facility and School.

5.2. Termination. Either party may terminate this Agreement at any time by giving thirty (30) days written notice of termination to the other party. If Facility terminates this Agreement by giving such notice to School, students currently participating in the Clinical Education Program at Facility will be allowed to complete the program.

6. FERPA.

School and Facility acknowledge that certain information about School's students is contained in records maintained by School and/or Facility and that this information is confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g) ("FERPA"). To the extent the Facility generates or maintains educational records related to the participating student, Facility agrees to comply with FERPA, to the same extent as such laws and regulations apply to the School and will limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, School hereby designates Facility as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the School's records is required by Facility to carry out the clinical education contemplated herein.

7. Nondiscrimination.

Facility and the School agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, gender identity, sexual orientation, race, color, religious belief, national origin, or physical handicap.

8. Non-assignability.

Neither party may assign the rights or the duties of this Agreement without the prior written approval of the other party.

9. Governing Law. The laws of the State of California shall govern this Agreement.

10. Notices.

When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below:

To Facility: Providence Health & Services – Southern California
Regional Administration
20555 Earl Street
Torrance, CA 90503-3006
Attention: CACLT.ClinicalAffiliationAgreements@providence.org

To School: Rancho Santiago Community College District, on behalf of Santa Ana
College Health Sciences
1530 West 17th Street
Santa Ana, CA 92706

SIGNATURES APPEAR ON NEXT PAGE

PROVIDENCE:

SCHOOL:
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT, ON BEHALF OF
SANTA ANA COLLEGE HEALTH SCIENCES

By: _____
Name: Jan Keller-Unger, PhD MS RN CENP
Title: Executive Director, Education and
Professional Practice

By:
Name: Adam M. O'Connor _____
Title: Interim Vice Chancellor

Business Operations/Fiscal Services

By: _____
Name: Sylvain Trepanier, DNP, RN, CENP, FAAN
Title: Chief Clinical Executive

H:\My Documents\Clinical Education\Clinical Education Agreement
(CEA), CA Template Approved by DLA, Effective 04012014.docx

**EXHIBIT A
AFFILIATED ENTITIES**

St. Mary Medical Center
St. Jude Hospital
Mission Hospital Regional Medical Center
St. Joseph Hospital of Orange
Providence Saint John's Health Center
John Wayne Cancer Institute
Santa Monica Teaching Clinics, LLC
Tarzana Medical Center, LLC d/b/a Providence Cedars-Sinai Tarzana Medical Center
Facey Medical Foundation
Providence Medical Institute
Providence Saint John's Medical Foundation d/b/a Saint John's Physician Partners
Providence TrinityCare Hospice

EXHIBIT B
PROVIDENCE FACILITIES
(Page 1 of 3)

<p>Providence Little Company of Mary Medical Center Torrance 4101 Torrance Boulevard Torrance, CA 90503 (310) 540-7676</p>	<p>Providence Little Company of Mary Home Health the Douglas and J. Glass Family Center 5315 Torrance Boulevard, Suite B-169 Torrance, CA 90503 (310) 543-3450</p>
<p>Providence Little Company of Mary Medical Center San Pedro 1300 W. Seventh Street San Pedro, CA 90732 (310) 832-3311</p>	<p>The Roy and Patricia Disney Family Cancer Center 181 S. Buena Vista Street Burbank, CA 91505-4809 1-888-HEALING (432-5464)</p>
<p>Providence Holy Cross Medical Center 15031 Rinaldi Street Mission Hills, CA 91345-1207 (818) 365-8051</p>	<p>Providence Little Company of Mary Transitional Care Center 4320 Maricopa Street Torrance, CA 90503 (310) 303-5900</p>
<p>Providence Saint Joseph Medical Center 501 S. Buena Vista Street Burbank, CA 91505-4809 (818) 843-5111</p>	<p>Occupational Health Center (OHC) 3413 Pacific Avenue Burbank, CA 91505 (818) 953-4408</p>
<p>Providence Cedars-Sinai Tarzana Medical Center 18321 Clark St. Tarzana, CA 91356 (818) 881-0800</p>	<p>The Wellness Community at Providence 214 S. Frederic Street, Apt. A Burbank, CA 91505 (800) 313-9737 or (818) 848-2099</p>
<p>Providence TrinityCare Hospice 5315 Torrance Blvd., Suite B-1 Torrance, CA 90505 (310) 543-3400</p>	<p>Providence Home Care 3413 W. Pacific Ave Burbank, CA 91505 (818) 953-4451</p>
<p>Providence Little Company of Mary Sub-Acute Care Center 1322 West Sixth Street San Pedro, California 90732 (310) 791-4518</p>	<p>Providence Medical Institute (including all its clinics) 5315 Torrance Blvd. Torrance, CA 90503 (310) 543-7020</p>
<p>Providence Little Company of Mary Transitional Care Center 4320 Maricopa Street Torrance, CA 90503 (310) 303-5900</p>	<p>John Wayne Cancer Institute 2200 Santa Monica Blvd. Santa Monica, CA 90404 (310) 315-6111</p>

EXHIBIT B
PROVIDENCE FACILITIES
(Page 2 of 3)

<p>Santa Monica Teaching Clinics, LLC (including all its clinics) 2020 Santa Monica Blvd. Santa Monica, CA 90404 (310) 829-5511</p>	<p>Providence Saint John’s Health Center 2121 Santa Monica Blvd. Santa Monica, CA 90404 (310) 829-5511</p>
<p>Providence Saint John’s Medical Foundation (including all its clinics) 2020 Santa Monica Blvd. Santa Monica, CA 90404 (310) 829-5511</p>	<p>Facey Medical Foundation (including all its clinics) 15451 San Fernando Mission Blvd., Suite 200 Mission Hills, CA 91345 (818) 837-9197</p>
<p>St. Mary Medical Center 18300 Highway 18 Apple Valley, CA 92307 (760)242-2311</p>	<p>Providence Holy Cross Medical Center Sub Acute Unit 11600-A Indian Hills Rd. Mission Hills, CA 91345 (818) 496-4630</p>
<p>St. Mary High Desert Home Health 17081 Main St. Hesperia, CA 92345 (760)956-4119</p>	<p>St. Joseph Health Home Health-Anaheim 200 W. Center Street Promenade, Suite 200 Anaheim, CA 92805 (714)712-9500</p>
<p>St. Joseph Heritage Orange- Transitional Medical Clinic 845 W. La Veta Ave. Orange, CA 92868 (714)289-6565</p>	<p>St. Joseph Hospital Orange 1100 W Stewart Dr. Orange, CA 92868 (714)771-8000</p>
<p>St. Joseph Hospice 1845 W Orangewood Ave. Orange, CA 92868 (714)712-9559</p>	<p>Palliative Care Clinic- St. Joseph Hospital Center for Cancer Prevention and Treatment 1000 W La Veta Ave 2nd floor Orange, CA 92868 (714)734-6266</p>
<p>Mission Hospital Laguna Beach 31872 Coast Hwy Laguna Beach, CA 92651 (949)499-1311</p>	<p>Mission Hospital Mission Viejo 27700 Medical Center Rd. Mission Viejo, CA 92691 (949)364-1400</p>

EXHIBIT B
PROVIDENCE FACILITIES
(Page 3 of 3)

St. Jude Medical Center 101 E Valencia Mesa Dr. Fullerton, CA 92835 (714)871-3280	Sea Crest Home Health – Costa Mesa 3187 Red Hill Ave. Suite 200 Costa Mesa, Ca 92626 (714)975-8011
North Star Home Health-Pomona 3201 W. Temple Ave Pomona, CA 91768 (909)895-8841	Providence St. Elizabeth Care Center 10425 Magnolia Blvd. North Hollywood, CA 91601 (818) 980-3872

EXHIBIT C
CLINICAL EDUCATION DISCIPLINES

- **Nursing**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA COLLEGE – ACADEMIC AFFAIRS

To:	Board of Trustees	Date: January 11, 2021
Re:	Approval of Dual Enrollment Agreement between Vista Meridian Global Academy and the Rancho Santiago Community College District	
Action:	Request for Approval	

BACKGROUND

Dual Enrollment programs allow high school students to earn college credit while they are still in high school. These programs introduce students to the rigors of college coursework early, reduce their time in college and recent studies have shown that students who participate in Dual Enrollment programs are more likely to earn a college degree. Santa Ana College (“SAC”) is growing their Dual Enrollment Program and increasing the number of area schools that participate. This Dual Enrollment Agreement between Vista Meridian Global Academy and the Rancho Santiago Community College District (“Agreement”) allows us to offer college courses to the students at Vista Meridian Global Academy in Santa Ana. SAC staff and the administration at Vista Meridian Global Academy have identified an Intersegmental General Education Transfer Curriculum (IGETC) Degree pathway, which will allow the students to graduate from high school with several college courses already completed.

ANALYSIS

Dual Enrollment programs offer significant advantages to students, allow for partnerships among districts, institutions and faculty, provide valuable outreach and recruitment and generate apportionment.

RECOMMENDATION

It is recommended the Board of Trustees approve the Dual Enrollment Agreement between Vista Meridian Global Academy and the Rancho Santiago Community College District, located in Santa Ana, California, as presented.

Fiscal Impact:	None	Board Date: January 11, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Fernando Ortiz, Ph.D., Dean, Academic Affairs	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**DUAL ENROLLMENT AGREEMENT
BETWEEN
VISTA MERIDIAN GLOBAL ACADEMY AND THE RANCHO
SANTIAGO COMMUNITY COLLEGE DISTRICT**

This agreement (hereinafter "Agreement") is entered into on the 10th day of August 2022 by and between Vista Meridian Global Academy (hereinafter "VISTA MERIDIAN GLOBAL ACADEMY") and the Rancho Santiago Community College District (hereinafter "RSCCD"), on behalf of Santa Ana College (hereinafter "SAC") for the establishment of a dual enrollment program and use of Vista Meridian Global Academy facilities.

RECITALS

WHEREAS, VISTA MERIDIAN GLOBAL ACADEMY and RSCCD/SAC have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities; and

WHEREAS, VISTA MERIDIAN GLOBAL ACADEMY continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and

WHEREAS, VISTA MERIDIAN GLOBAL ACADEMY desires to offer students the opportunity for dual enrollment in such courses; and

WHEREAS, VISTA MERIDIAN GLOBAL ACADEMY desires contracting with SAC to offer educational courses for college credit; and

WHEREAS, RSCCD/SAC is willing to offer college courses at the VISTA MERIDIAN GLOBAL ACADEMY high school campus, which will benefit VISTA MERIDIAN GLOBAL ACADEMY students by providing a convenient location and schedule; and

WHEREAS, all of the terms between the parties shall be set forth in this Agreement;

NOW, THEREFORE be it resolved that VISTA MERIDIAN GLOBAL ACADEMY and RSCCD/SAC agree to work together to afford current VISTA MERIDIAN GLOBAL ACADEMY students the opportunity to enroll in dual enrollment courses in order to expand access to affordable higher education, provide challenging academic and career preparatory experiences to qualified high school students in their sophomore, junior, and senior year, and enable students to earn simultaneous college credit and meet high school graduation requirements:

1. Use of Facilities. RSCCD/SAC shall have use of appropriate classroom facilities located at the VISTA MERIDIAN GLOBAL ACADEMY campus beginning on August 10, 2022, to be used for the purpose of offering dual enrollment credit courses for VISTA MERIDIAN GLOBAL ACADEMY students through concurrent enrollment in credit RSCCD/SAC courses. A reduction or increase in the number of rooms, dates or times, beyond those outlined in Section 1 shall be scheduled according to Section 2.
2. Scheduling. No later than February of each year, VISTA MERIDIAN GLOBAL ACADEMY and RSCCD/SAC shall each designate a representative to review the availability of facilities for the following academic year and begin planning potential course offerings.

3. Financial Commitments

a. Instructional Staff.

1. For courses taught by RSCCD/SAC faculty outside of the allotted ADA hours of instruction, RSCCD/SAC will be the employer of record for the purposes of compensation, assignment monitoring and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers compensation coverage, payroll taxes, and STRS employer contributions. Courses taught by RSCCD/SAC faculty as part of this agreement will be open to the public and will be reported for state apportionment. In case of the need for a RSCCD/SAC faculty member to teach a course embedded in the school day, then SAC will be responsible for compensation of the instructional staff, including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions.
2. For courses taught during the allotted ADA hours by VISTA MERIDIAN GLOBAL ACADEMY faculty, VISTA MERIDIAN GLOBAL ACADEMY will be the employer of record for the purposes of compensation, assignment monitoring and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers compensation coverage, payroll taxes, and STRS employer contributions. SAC courses taught by VISTA MERIDIAN GLOBAL ACADEMY staff meeting RSCCD/SAC minimum qualifications will not be reported for state apportionment and will be offered only to VISTA MERIDIAN GLOBAL ACADEMY students.
3. In case of the need for a RSCCD/SAC instructional staff member to teach a course embedded in the school day, then SAC will be responsible for compensation of the instructional staff, including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions. If the instructional staff member is from VISTA MERIDIAN GLOBAL ACADEMY then VISTA MERIDIAN GLOBAL ACADEMY will be responsible for compensation of the instructional staff, including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions. Classes under either of these incidences will be reported by SAC for state apportionment.

b. Equipment and Supplies. VISTA MERIDIAN GLOBAL ACADEMY will be responsible for books, textbooks, class material fees, other supplies (whiteboard markers paper, copying, etc.) and equipment (laptop, overhead projector, etc.) associated with support for instruction related to this agreement.

c. Technology. VISTA MERIDIAN GLOBAL ACADEMY will be responsible for any technology services costs associated with Sections 4 and 5.

d. Facilities. VISTA MERIDIAN GLOBAL ACADEMY will bear the costs of any repairs or maintenance to the facilities.

e. Use of Facility Fee. VISTA MERIDIAN GLOBAL ACADEMY agrees to allow RSCCD/SAC access to classroom space for the express purpose of offering dual enrollment courses to VISTA MERIDIAN GLOBAL ACADEMY students and to waive any applicable use of facilities fees.

h

f. Safety/Security. VISTA MERIDIAN GLOBAL ACADEMY will be responsible for the direct costs of safety, security, and supervision of the VISTA MERIDIAN GLOBAL ACADEMY school site during the hours of the RSCCD/SAC dual enrollment operation.

4. Technology Services. The parties will cooperate to provide students and staff appropriate levels of Internet, network access, and other software resources.

5. Program Management. RSCCD/SAC and VISTA MERIDIAN GLOBAL ACADEMY will cooperate with respect to elements of program management.

a. Dual enrollment courses are governed by the policies and regulations of RSCCD/SAC. These policies, regulations and standards apply to students, faculty, staff, instructional procedures, academic standards, course offerings, course outlines of record, whether courses are offered at the college campus, at off-campus sites, including distance learning and internet, or at secondary schools.

i. RSCCD/SAC and VISTA MERIDIAN GLOBAL ACADEMY will both designate coordinators that will work together on the processes, procedures, and tracking mechanisms that will ensure compliance with dual enrollment course policies, regulations, and standards, including the necessary qualifications and student documentation prior to students taking courses.

b. RSCCD/SAC coordinators will ensure that VISTA MERIDIAN GLOBAL ACADEMY teachers adhere to course requirements, standards, learning materials, course logistics (including developing a schedule that adapts the RSCCD/SAC course schedule to the student's regular high school schedule), and RSCCD/SAC standards, policies, expectations, and systems.

c. VISTA MERIDIAN GLOBAL ACADEMY will submit grades to RSCCD/SAC when due according to RSCCD/SAC's schedule. VISTA MERIDIAN GLOBAL ACADEMY will include all criteria identified by RSCCD/SAC for grading purposes. Upon completion of VISTA MERIDIAN GLOBAL ACADEMY semester, dual enrollment teachers will submit change of grade forms, when applicable, for students whose grades have changed since the end of RSCCD/SAC's semester.

d. An advisory committee developed by each institution will meet regularly to review the program and develop suggestions for improvement.

e. Amendments to this agreement must be in writing and approved by the designated representative of each institution.

f. Student withdrawal dates/policies will be consistent with existing RSCCD/SAC adopted policies and calendars.

g. Academic advising will be the joint responsibility of VISTA MERIDIAN GLOBAL ACADEMY and RSCCD/SAC.

h. Matters of student discipline and Title IX investigations will be handled cooperatively between the appropriate RSCCD/SAC and VISTA MERIDIAN GLOBAL ACADEMY

administrators and Title IX Coordinators. If RSCCD/SAC or GLOBAL ACADEMY learn of a Title IX violation involving a dual enrollment student, they should report it immediately to the other Party for proper follow-up, investigation, and coordination.

- i. Matters regarding instruction will follow RSCCD/SAC policies and procedures.
- j. RSCCD/SAC courses offered at the VISTA MERIDIAN GLOBAL ACADEMY site will adhere to RSCCD/SAC scheduling practices and the annual academic calendar. Exceptions may be made with approval of the RSCCD/SAC Vice President of Academic Affairs.
- k. Enrollment in RSCCD/SAC courses offered under this agreement will be limited to VISTA MERIDIAN GLOBAL ACADEMY students who complete the concurrent enrollment process and meet applicable course prerequisites as established by RSCCD/SAC.
- l. RSCCD/SAC and VISTA MERIDIAN GLOBAL ACADEMY will jointly select courses to be offered.
- m. Dual enrollment courses completed by VISTA MERIDIAN GLOBAL ACADEMY students will be identified on both the college and high school transcripts in the standard format and will not be identified as dual enrollment.

6. Admissions, Tuition, Textbooks, and Fees

- a. All VISTA MERIDIAN GLOBAL ACADEMY students enrolled in RSCCD/SAC coursework under this agreement will have their enrollment fees waived under RSCCD/SAC concurrent enrollment policies in accordance with applicable California law.
- b. In order to earn college credit, VISTA MERIDIAN GLOBAL ACADEMY will be responsible for paying a Health Fee and all necessary student representation fees per term.
- c. RSCCD/SAC and VISTA MERIDIAN GLOBAL ACADEMY will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes.
- d. All VISTA MERIDIAN GLOBAL ACADEMY high school students must be fully matriculated to the college prior to taking RSCCD/SAC courses (application, assessment, and orientation).
- e. Completed Special Admit forms will be collected from each high school student participating in the dual enrollment program and submitted as a group packet by the designated coordinator at VISTA MERIDIAN GLOBAL ACADEMY.
- f. Dual enrollment students will have access to RSCCD/SAC services such as the library, tutoring, student I.D. cards etc.
- g. The maximum number of students who will be allowed to enroll in a dual enrollment course will be limited to the course capacities established by RSCCD/SAC.

- h. Recruitment into the dual enrollment program will be the responsibility of both VISTA MERIDIAN GLOBAL ACADEMY and RSCCD/SAC.
- 7. All textbooks for dual enrollment classes must be approved by the appropriate college department and faculty.
- 8. Courses to be Offered: All courses taught as part of this agreement will be selected from only the courses that are officially listed in the SAC Catalog for the year in which the course is taught at the participating VISTA MERIDIAN GLOBAL ACADEMY high school. These courses will all be listed in the SAC Catalog and available for on-line review at sac.edu/Catalog and Schedule/Documents.
- 9. Minimum Qualifications, Employment Application, Faculty Mentoring, Teaching Load, and Faculty Replacement
 - a. VISTA MERIDIAN GLOBAL ACADEMY faculty teaching dual enrollment college level, occupational, or developmental courses must meet the minimum qualifications as defined by RSCCD/SAC based on the current Minimum Qualifications for Faculty and Administrators in California Community Colleges. Each faculty member teaching dual enrollment courses shall be confirmed for their teaching assignment via a process involving appropriate academic personnel at RSCCD/SAC.
 - b. The appropriate RSCCD/SAC administrator will grant final approval to VISTA MERIDIAN GLOBAL ACADEMY teachers eligible to teach dual enrollment courses. RSCCD/SAC will orient the approved faculty member.
 - c. Teaching load for any participating VISTA MERIDIAN GLOBAL ACADEMY faculty will be limited to a total of no more than 66.67% (10 LHE) per term for ALL SAC course assignments, whether within the VISTA MERIDIAN GLOBAL ACADEMY school day or outside of it.
- 10. Faculty Evaluation and Responsibilities
 - a. All dual enrollment courses will be taught according to an RSCCD/SAC approved course outline; demonstrating the pace, rigor, and quality of a college-level course.
 - b. VISTA MERIDIAN GLOBAL ACADEMY faculty teaching a dual enrollment course will follow the RSCCD/SAC course outline of record for the course and participate in any required student learning outcomes (SLO) assessment mechanisms. RSCCD/SAC and VISTA MERIDIAN GLOBAL ACADEMY will coordinate these assessments.
 - c. All VISTA MERIDIAN GLOBAL ACADEMY dual enrollment faculty will be evaluated per RSCCD/SAC guidelines, policies, and procedures applicable to associate faculty (temporary faculty) for the dual enrollment course they are teaching.
 - d. VISTA MERIDIAN GLOBAL ACADEMY instructors for dual enrollment courses will take attendance and notify the designated high school administrator/counselor of any attendance problems.

- e. Faculty teaching dual enrollment courses will coordinate with VISTA MERIDIAN GLOBAL ACADEMY & RSCCD/SAC administrators prior to dropping a student from their course.
- f. High school teachers who teach dual enrollment courses as part of the school/district contracted teaching assignment shall not receive any additional (extra duty) compensation by the district or the college.
- g. Instructors teaching dual enrollment college courses must submit grades to both VISTA MERIDIAN GLOBAL ACADEMY and RSCCD/SAC.

11. Indemnification and Insurance. Each Party to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees. Further, during the entire term of this Agreement, each Party shall, at their own expense, maintain and provide to each other upon request, insurance as set forth below:

- a. General Liability. \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Policy will be endorsed to include VISTA MERIDIAN GLOBAL ACADEMY as an additional insured.
- b. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation. As required by the Labor Code of the state of California, and Employers' Liability Insurance, with limits as required by the Labor Code of the state of California and Employers' Liability limits or \$1,000,000 per accident.
- d. Other Provisions. RSCCD/SAC will provide VISTA MERIDIAN GLOBAL ACADEMY with certificates of insurance and required executed endorsements, evidencing compliance with this section. Each insurance policy required by the agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to VISTA MERIDIAN GLOBAL ACADEMY.

12. No Personal Liability. It is expressly understood and agreed that no personal liability whatsoever attaches to any members of the Board of VISTA MERIDIAN GLOBAL ACADEMY or of RSCCD/SAC, nor any of the officers or employees thereof by virtue of this Agreement.

13. Assignment. This Agreement shall inure to the benefit of and shall be binding upon the assigns or successors in interest of each of the parties hereto; neither party shall assign nor transfer any of its rights, duties, or obligations under this Agreement without prior written consent of other party.

14. Notices. Any notices to be given hereunder by either party to the other may be effectuated

only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:

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

With a copy to:

Santa Ana College
Attn: Dr. Fernando Ortiz, Dean of Academic Affairs
1530 W. 17th Street Santa Ana, CA 92706

If to Agency:

VISTA MERIDIAN GLOBAL ACADEMY
Attn: Dr. Collin Felch, Principal,
Vista Meridian Global Academy
2609 West Fifth St. Santa Ana, CA 92703

15. Term. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for three (3) years thereafter unless sooner terminated by either party in accordance with this section.
- a. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 - b. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 - c. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
16. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.
17. Equal Employment Opportunity. Each party to this Agreement for itself, its subcontractors, assignees and successors in interest, agree not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in California

Government Code § 12926, ancestry, marital status, or citizenship.

- 18. Disqualified Employees. Each party to this agreement shall ensure that persons who perform services on College or VISTA MERIDIAN GLOBAL ACADEMY property have not been convicted of any felony, any controlled substance offense, or any sex offense, as those terms are defined by Education Code §§ 87008-87010.
- 19. 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.

IN WITNESS WHEREOF, the parties hereto have executed this dual enrollment program agreement as of the day and year first above written.

<p>VISTA MERIDIAN GLOBAL ACADEMY</p> <p>VISTA MERIDIAN GLOBAL ACADEMY Governing Board</p> <p>Approval Date: _____</p> <p>Signed by: _____ Dr. Collin Felch, Principal, VISTA MERIDIAN GLOBAL ACADEMY</p>	<p>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT RSCCD Governing Board</p> <p>Approval Date: _____</p> <p>Signed by: _____ Adam M. O'Connor, Interim Vice Chancellor Business Operations/Fiscal Services</p>
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - School of Continuing Education

To:	Board of Trustees	Date: January 11, 2021
Re:	Approval of Agreement No. 20-W242 with the South Bay Workforce Investment Board, Inc.	
Action:	Request for Approval	

BACKGROUND

The Orange County Workforce Investment Board and Santa Ana Work Center have partnered with South Bay Workforce Investment Board, Inc. to manage the Eligible Training Provider List that allows instructional partners and students to be reimbursed for expenses. Training providers need to submit an application and enter into an agreement in order to be on the list.

ANALYSIS

This Agreement No. 20-W242 with the South Bay Workforce Investment Board, Inc. (“Agreement”) allows the following Santa Ana College Noncredit programs to be listed on the Eligible Training Provider List: Nursing Assistant (CNA) Certificate, HVAC-R Technician and Vocational Construction Technology. Although the classes are tuition free, being included on the list will allow students to be able to get assistance from the Workforce Investment Boards for support for childcare, transportation, books and other needed resources to assist with the successful completion of these programs. This Agreement will be in effect until June 30, 2023.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Agreement No. 20-W242 with the South Bay Workforce Investment Board, Inc., located in Inglewood, California, as presented.

Fiscal Impact:	None	Board Date: January 11, 2021
Prepared by:	Jim Kennedy, Ed.D, Vice President, School of Continuing Education Chrissy Gascon, Interim Executive Dean, School of Continuing Education	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

1 **AGREEMENT NO. 20-W242**

2 THIS AGREEMENT is made and entered into this 12th day of January, 2021 by and between
3 the South Bay Workforce Investment Board, Inc., hereinafter referred to as "SBWIB, Inc.", a non-profit
4 public benefit corporation, on behalf of the City of Inglewood, hereafter referred to as "City", and Santa
5 Ana College School of Continuing Education - Rancho Santiago Community College District,
6 hereinafter referred to as "Training Provider".

7 WHEREAS, the City has entered into agreements with several California Workforce Investment
8 Areas for the purpose of providing for the delivery of employment training services under the Federal
9 Workforce Innovation and Opportunity Act (WIOA), Welfare- to-Work and other eligible grant participants;
10 and

11 WHEREAS, the City on behalf of the SBWIB, Inc., have entered into an Agreement with the
12 SBWIB, Inc., to be the Designated Administrator of the SBWIA; and

13 WHEREAS, pursuant to said Agreements, City is receiving and will be receiving federal funds
14 from the Family Economic Security Act, as amended, and the Workforce Innovation and Opportunity Act
15 and its implementing regulations for the purpose of providing training to eligible participants, and other
16 funding sources as may be identified for the purpose of providing training to eligible WIOA participants
17 and eligible CalWORKs participants; and

18 WHEREAS, Training Provider has submitted a successful proposal and other documentation
19 showing its business operations; and

20 WHEREAS, Training Provider represents itself as being qualified and capable of providing said
21 services in accordance with all the rules and regulations developed to implement said statutes and in
22 accordance with the terms and conditions of this Agreement;

23 NOW, THEREFORE, in consideration of the preceding recitals and the mutual obligations of the
24 parties as expressed herein agree as follows:

25 **I -- TRAINING PROVIDER REQUIREMENTS/RESPONSIBILITIES**

26 Training Provider shall be required to provide classroom training in accordance with Classroom
27 Training Individual Referral (CTIR) agreement requirements and as set forth in the Exhibits which are
28 listed below, attached hereto and incorporated herein by this reference:

1 Exhibit "A"-- Program Outline

2 Exhibit "B"-- Completion Competencies

3 Exhibit "C"-- Training Provider Required Documents

4 Exhibit "D"-- Program Plan and Performance Standards

5 Exhibit "E"-- Statement of Business Ownership

6 A. Further Responsibilities

7 Training Provider shall:

8 1. Provide services funded under this Agreement only to individuals
9 determined eligible under WIOA, Welfare-to-Work guidelines, and/or other special project funding
10 guidelines as designated by the South Bay Workforce Investment Area and City.

11 2. Provide facilities which are adequate to fulfill the requirements of this
12 Agreement.

13 3. Provide documents as set forth in Exhibit "C", before this Agreement can
14 be implemented.

15 4. Provide services as described in Program Plan, Exhibit "D".

16 5. Upon acceptance of client referrals, continue to provide classroom
17 training until client has completed all of the training hours and/or modules of the program and applicable
18 testing as reflected in the agency's curriculum and Exhibits "A" and "B".

19 B. Reports and Records

20 1. Training Provider agrees to provide reports, books, records and data related to
21 program activities funded by this Agreement. Upon written request, attendance records shall be
22 submitted to case manager(s), or other responsible party(s) on a monthly basis, and/or every two (2)
23 weeks if participant is receiving needs-based, or needs-related payments.

24 2. Confidentiality

25 All data and information provided in such reports and records shall be subject to applicable
26 provisions of State and/or Federal law concerning confidentiality of documents and records.

27 3. Retention of Records

1 Training Provider agrees to retain all records pertinent to all grants, funds or agreements under
2 the Workforce Innovation and Opportunity Act, the Welfare-to-Work Initiative, and other fund sources
3 including financial, statistical, property, and participant records and supporting documentation for a period
4 of three years from the date of submission to the State of the final expenditure report for the program
5 year's allotment. Records for nonexpendable property shall be retained for a period of three years after
6 final disposition of the property. Records described herein shall be retained beyond the prescribed period
7 if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the
8 records. In these instances, Training Provider will retain the records until the litigation, audit, or claim has
9 been finally resolved. Records must be retained locally to be accessible to the SBWIB, Inc., the South
10 Bay Workforce Investment Area, its agents or designees.

11 4. Inspection

12 Such records, reports, books, financial statements, and other documents required herein shall be
13 opened to inspection by and permitted access to SBWIB, Inc., the South Bay Workforce Investment Area,
14 its designees or agents, the State, independent auditor(s), and/or the United States Department of Labor,
15 or designees of any of these agencies at any time during Training Provider's normal business hours.

16 5. Report Reconciliation

17 Training Provider shall reconcile monthly MIS participant rosters within ten (10) business days
18 from the last day of the prior month to verify enrollments, completions, and terminations. Referring
19 entity/case manager shall be notified of any required adjustments.

20 6. Training Provider Cooperation

21 Training Provider shall fully cooperate with authorized representatives of the South Bay
22 Workforce Investment Area, its designees or agents, the City, State, and Federal governments including
23 independent auditors, seeking to interview any program participant or staff member of Training Provider,
24 or to evaluate, inspect and/or monitor those facilities and operations of Training Provider that are directly
25 involved in the implementation of programs funded through this Agreement.

26 C. Performance Review

1 Training Provider performance will be reviewed quarterly and/ or at intervals deemed appropriate
2 by funding source by appropriate staff or committees and will be based on program performance as
3 detailed in Exhibit "D."

4 D. Monitoring

5 Monitoring of activities funded through this Agreement, including unscheduled site visits, will be
6 conducted throughout the agreement period to assure program quality. The Training Provider agrees to
7 be responsible for the internal monitoring of all activities encompassed by this Agreement.

8 **II – COMPENSATION**

9 A. The parties agree that this shall be a tuition reimbursement agreement. Compensation for
10 the services covered by this Agreement shall be at a rate less than or equal to the published tuition rate of
11 Training Provider, and shall be disbursed in accordance with tuition reimbursement and refund policies
12 agreed to by Training Provider. SBWIB, Inc., shall be reimbursed any amount of Pell or other Education
13 Assistance payments made to Training Provider for training costs on behalf of WIOA, Welfare to Work
14 and/or other special funded participants. Pell grant may not be used to meet the supportive service(s)
15 needs of participant(s). All tuition is paid upon participants completing a minimum of five days of
16 classroom training. SBWIB, Inc., shall be entitled to the same refund policy and procedures as applied to
17 all other students. SBWIB, Inc., shall process the billing as received and issue payment therefore as soon
18 as reasonably practicable and in the ordinary course of SBWIB, Inc., business. Compensation shall be
19 made as stipulated herein and in accordance with South Bay Workforce Investment Area /WIOA
20 directives, and tuition reimbursement procedures.

21 B. Upon participant completing five days of classroom training, Training Provider shall submit
22 to South Bay Workforce Investment Area, a voucher with an original copy of the referring training
23 voucher, and a copy, signed by Training Provider and participant, of the Training Provider's Enrollment
24 Agreement Form for the participant. Payment shall be made to Training Provider per participant upon
25 verification that participant has completed five (5) days of classroom training as evidenced by time
26 sheets, attendance records signed by the participant, or by any other process determined by South Bay
27 Workforce Investment Area.

1 C. City also reserves the right to make compensation payment to Training Provider at any time
2 during the Agreement period. City reserves the right in order to comply with Federal or State expenditure
3 guidelines to make compensation payments to Training Provider for services obligated to be performed,
4 but not yet completed due to unforeseen circumstance(s). In this regard, with mutual agreement and
5 understanding, a payment schedule may be developed based on performance benchmarks for special
6 projects.

7 C.01 **Nursing Assistant (CNA) (242 hrs./10 wks.)**. In no case can the total amount of
8 expenditure by City under this Agreement exceed the sum of **\$500.00** for books, supplies, materials
9 testing and other fees per participant trained in the training-related occupation of **Certified Nurse**
10 **Assistant** in accordance with Exhibits "A" and "B."

11 C.02 **VAC-Refrigeration (R) (336 hrs./36 wks.)**. In no case can the total amount of
12 expenditure by City under this Agreement exceed the sum of **\$0.00** per participant trained in the training-
13 related occupation of **HVAC-R Technician** in accordance with Exhibits "A" and "B."

14 C.03 **Vocational Construction Technology (160 hrs./10 wks.)**. In no case can the
15 total amount of expenditure by City under this Agreement exceed the sum of **\$0.00** per participant trained
16 in the training-related occupation of **Construction Apprenticeships** in accordance with Exhibits "A" and
17 "B."

18 D. The SBWIB, Inc., reserves the right to withhold or refuse payment for late forms,
19 including but not limited to invoices, Classroom Referral Individual Training Account (CRITA) forms and
20 other documents required from the Training Provider and/or referring entity (s). SBWIB, Inc., South Bay
21 Workforce Investment Area reserve the right to withhold or refuse payment of any portion of service (s) or
22 consideration not rendered by Training Provider and/ or received from participant as stipulated herein. In
23 accordance with Training Provider's tuition refund policies, applicable State tuition refund requirements,
24 and/or mutually agreed and stipulated herein, the payable cost shall be reimbursed to Training Provider
25 upon verification of completion of training, or on a pro rata basis per training hour completed for those
26 participants who do not complete the training. In every case, the more restrictive of these provisions shall
27 prevail.

1 E. The sum(s) agreed to in Section II C shall include all costs associated with training and
2 placement services which are to be provided under this Agreement. Training Provider shall make no
3 additional claims for costs, charges, or fees, nor shall Training Provider receive additional payment or any
4 form of reimbursement from the City, South Bay Workforce Investment Area, individual participants or any
5 other party, other than as specifically detailed in this Agreement.

6 F. Equitable Pricing Provision: The Training Provider has provided to the SBWIB, Inc., on
7 behalf of the South Bay Workforce Investment Area, what it believes is a proper and competitive price for
8 its services under this Agreement. The Training Provider also agrees that in the event the same or similar
9 service is contracted to any individual or other governmental agency, that SBWIB, Inc., will automatically
10 receive the lesser price offered to the other entity(s).

11 G. Non-liability of clients: Under no circumstances shall the Training Provider hold or attempt
12 to hold client liable or in any way responsible for satisfying the monetary or other obligations which this
13 Agreement imposes on SBWIB, Inc., or any of its Agencies. Any attempt by Training Provider to do so
14 shall be considered a breach of this Agreement.

15 III -- TERM OF AGREEMENT

16 Training Provider shall commence performance under the terms of this Agreement as of the date
17 of the SBWIB, Inc.'s notice to proceed. Unless sooner terminated as provided herein, this Agreement
18 shall expire on June 30, 2023. However, Training Provider may continue to perform, complete and be
19 compensated for services rendered after June 30, 2023 for those activities covered by this Agreement
20 and begun prior to said expiration date.

21 IV – MODIFICATIONS

22 This Agreement fully expresses the agreement of the parties. Any modification or amendment of
23 the terms or conditions of this Agreement must be by means of a separate written document approved by
24 the SBWIB, Inc. No oral conversation between any officer or employee of the parties shall modify this
25 Agreement in any way.

26 V- CERTIFICATION

27 A. Child Support Certification: Training Provider, by signing this Agreement hereby certifies
28 compliance with the Child Support Compliance Act of the State of California, as implemented by the

1 Employment Development Department. Training Provider assures that to the best of its knowledge, it is
2 fully complying with the earnings assignment orders of all employees, and is providing the names of all
3 new employees to the New Hire Registry maintained by the California Employment Development
4 Department. Training Provider recognizes and acknowledges the importance of child and family support
5 obligations and shall fully comply with applicable state and federal laws relating to child and family
6 support enforcement, including, but not limited to, disclosure of information and compliance with earnings
7 assignment orders, as provided in Chapter 8 (commencing with Section 5200) Part 5 of Division 9 of the
8 Family Code. Training Provider's failure to comply with these requirements may result in suspension of
9 payments under the Agreement or termination of the Agreement or both and the Training Provider may
10 be ineligible for award of future Agreements if City determines that any of the following has occurred: (1)
11 False certification, or (2) Violation the certification by failing to carry out the requirements as noted above.

12 B. Disbarment and Suspension Certification: By signing this Agreement, Training Provider
13 hereby certifies, under penalty of perjury under laws of the State of California, the Training Provider will
14 comply with Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CRT,
15 Part 98, section 98.510, that the prospective participant, to the best of its knowledge and belief, that it and
16 its principals:

17 1. Are not presently debarred, suspended, proposed for debarment, declared
18 ineligible, or voluntarily excluded from covered transitions by any federal department of agency;

19 2. Have not within a three-year period preceding this proposal been convicted of or
20 had a civil judgment rendered against them for commission of fraud or a criminal offense in connection
21 with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
22 under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement,
23 theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen
24 property;

25 3. Are not presently indicated for or otherwise criminally or civilly charged by a
26 government entity (federal, state or local) with commission of any of the offenses enumerated in
27 paragraph 2 of this certification;

1 4. Have not within a three-year period preceding this Agreement had one or more
2 public transactions (federal, State, or local) terminated for cause of default.

3 5. Where the prospective primary participant is unable to certify to any of the
4 statements in this certification, such prospective participant shall attach an explanation to this Agreement.

5 C. Lobbying Restrictions: By signing this Agreement the Training Provider hereby assures
6 and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

7 1. No federal appropriated funds have been paid, by or on behalf of the
8 undersigned, to any person for influencing or attempting to influence an employee of Congress, an officer
9 or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement.

10 2. If any funds other than federal appropriated funds have been paid or will be paid
11 to any person for influencing or attempting to influence an officer or employee of an agency, a Member of
12 Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection
13 with this Agreement, the Training Provider shall complete and submit standard for - LLL, : Disclosure
14 Form to Report Lobbying”, in accordance with its instructions.

15 D. Nepotism: By signing this Agreement the Training Provider certifies that it shall not hire or
16 permit the hiring of any person in a position funded under this Agreement if a member of the person’s
17 immediate family is employed in an administrative capacity by the Training Provider. For the purpose of
18 this Agreement, the term “immediate family” means spouse (common law or otherwise), child, mother,
19 father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-
20 law, aunt, uncle, nephew, step-parent, step-child, or such other relationship which should give rise to a
21 substantial appearance of impropriety if the person were to be hired by the Training Provider. The term
22 “administrative capacity” means persons who have overall administrative responsibility for a program,
23 including but not limited to selection, hiring, or supervisory responsibilities.

24 E. Drug Free Workplace Compliance: By signing this Agreement the Training Provider
25 hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990
26 (Government Code Section 8350-8351) and will provide a drug free workplace by taking the following
27 actions:

1 1. Publish a statement notifying employees that unlawful manufacture, distribution
2 dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be
3 taken against employee for violations as required by Government Code Section 8355(a)(1).

4 2. Establish a Drug-Free Awareness Program as required by Government Code
5 Section 8355(b) to inform employees of the following:

- 6 a. The dangers of drug abuse in the workplace;
- 7 b. The person's or organization's policy of maintaining a drug -free workplace;
- 8 c. Any available counseling, rehabilitation, and employee assistance programs;
- 9 d. Penalties that may be imposed upon employees for drug abuse violations.

10 3. Provide, as required by Government Code Section 8355(c), that every employee
11 who works with the proposed activity:

- 12 a. Will receive a copy of the company's drug-free policy statement, and;
- 13 b. Will agree to abide by the terms of the company's drug-free workplace

14 policies.

15 F. Nondiscrimination Clause: By signing this agreement and as a condition to the award of
16 financial assistance from the Department of Labor under Title I WIOA, the Training Provider assures that
17 it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following
18 laws and will remain in compliance for the duration of the award of federal assistance:

19 1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which
20 prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex
21 (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity),
22 national origin (including limited English proficiency, pursuant Executive Order 13166), age disability,
23 political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participant
24 in any WIOA Title I-financially assisted program or activity;

25 2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits
26 discrimination against qualified individuals with disabilities;

27 3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits
28 discrimination against qualified individuals with disabilities;

1 Workforce Innovation and Opportunity Act (WIOA), Part 652, Section 667.600 and Section 188 of WIOA
2 as amended which may be used by WIOA participants to file complaints and grievances against the
3 Training Provider.

4 B. Training Provide also agrees to maintain a grievance procedure and provide SBWIB, Inc.,
5 and each participant with a copy of its internal complaint resolution procedures upon enrollment into the
6 program or during orientation.

7 C. Training Provider shall not discriminate or retaliate against any person, or deny to any
8 person a benefit to which that person is entitled under the provision of the WIOA or WIOA Regulations
9 because such person has filed a complaint, has instituted or caused to be instituted any proceeding under
10 or related to the Act, has testified or is about to testify in any such proceeding or investigation, or has
11 provided information or assisted in any investigation.

12 D. Training Provider shall permit the Directorate of Civil Rights (or a representative) access
13 to its premises, participants, employees, books and papers should the need arise during a complaint
14 investigation.

15 **VIII -- TERMINATION AND SUSPENSION OF FUNDING**

16 A. Suspension

17 1. It is mutually understood and agreed that failure to comply with any provisions of
18 this Agreement, its Exhibits and Attachments is cause for suspension of payments and/or referrals.

19 2. SBWIB, Inc., may immediately suspend payments to Training Provider prior to
20 termination of the Agreement in whole or in part for the following causes(s):

21 a. Failure to comply in any respect with either the terms and/or conditions
22 of this Agreement.

23 b. Submittal to SBWIB, Inc., and/or Administrative Entity of reports which
24 are incorrect or incomplete in any substantial or material respect.

25 c. Termination or suspension of grant(s) to SBWIB, Inc., from the Federal
26 or State Governments.

27 d. Failure of Training Provider to accept and/or implement any additional
28 conditions that may be required by law, by the Federal government, Executive Order or by regulation of

1 the State, or its agencies responsible for the operation of this program, or South Bay Workforce
2 Investment Area.

3 3. Upon suspension of funds, for whatever reason, Training Provider agrees not to
4 expend any further funds related to the performance of this Agreement without the express, written
5 consent of SBWIB, Inc.

6 B. Termination

7 1. This Agreement may be terminated in whole or in part by SBWIB, Inc., for cause,
8 which shall include:

9 a. Failure for any reason of the Training Provider to fulfill in a timely and
10 proper manner any of its obligations under this Agreement.

11 b. Suspension or termination by the Department of Labor or the State of the
12 grant to SBWIB, Inc., and/or Administrative Entity under this Agreement.

13 c. Improper use by Training Provider of funds furnished under this
14 Agreement.

15 d. Failure to meet performance standards as stipulated in Exhibit "D",
16 attached.

17 2. This Agreement may be canceled by either party without cause upon 30 days
18 written notice prior to the effective date of such termination which shall be specified in the notice.

19 3. Upon termination or cancellation of this Agreement, Training Provider shall be
20 responsible for preparation of close out reports and transmittal to SBWIB, Inc., of all documents which are
21 in the possession of Training Provider that relate to the conduct of the program within the time and within
22 the manner prescribed by SBWIB, Inc. Final payment to Training Provider under this Agreement will be
23 made only after SBWIB, Inc., has determined that Training Provider has satisfactorily completed said
24 close-out procedures.

25 **IX -- ASSIGNMENTS AND SUBCONTRACTS**

26 Training Provider shall neither assign this Agreement nor enter into any subcontract for the
27 performance of services required herein without securing the prior consent of SBWIB, Inc.

28

1 **X – INSURANCE**

2 A. Certificates of Insurance

3 Training Provider shall furnish to SBWIB, Inc., evidence of any insurance required by this
4 Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California
5 will be provided, indicating that the respective policy(s) meets the following requirements:

6 1. The City, SBWIB, Inc., its officers, employees, and agents shall be named as
7 additional insured and are listed on the certificate as certificate holder.

8 2. Insurance shall not be canceled or terminated without 30 days written notice to
9 SBWIB, Inc.

10 3. Insurance shall be primary and any insurance held by SBWIB, Inc., for its own
11 protection shall be excess and shall be effective only upon exhaustion of Training Provider's insurance.

12 4. Insurance shall be maintained for the duration of the Agreement, including any
13 period extended beyond the expiration date of this Agreement required to complete performance as
14 stipulated in Section III.

15 B. General Liability Insurance

16 Training Provider shall procure and maintain general liability insurance protecting Training Provider
17 and City, SBWIB, Inc., its officers, employees, and agents against claims arising from bodily injury or
18 death to persons occurring on Training Provider's business premises or otherwise through Training
19 Provider's operation or performance under this Agreement. Said insurance shall consist of combined
20 single limit liability coverage in an amount of \$1,000,000 or equivalent coverage as approved by the Legal
21 Counsel of SBWIB, Inc.

22 C. Automobile Insurance

23 If a Training Provider, in conducting activities under this Agreement, uses motor vehicles, the
24 Training Provider shall insure that the City, SBWIB, Inc., its officers, employees, and agents are held
25 harmless against claims arising from the ownership, maintenance or use of said motor vehicles. In
26 addition, Training Provider shall provide insurance through a commercial insurance company authorized
27 to do business in the State of California. The coverage shall be \$1,000,000 combined single limit liability,
28 or such other equivalent coverage approved by the Legal Counsel for the SBWIB, Inc. If Training

1 Provider does not use motor vehicles in conducting activities, a waiver may be granted by the Legal
2 Counsel of the SBWIB, Inc., on behalf of the City.

3 D. Worker Compensation

4 Training Provider shall provide worker compensation insurance coverage and benefits as
5 required by the California Labor Code, covering all employees of Training Provider and, if applicable,
6 other comparable insurance coverage such as medical and accident insurance for those participants
7 enrolled in classroom training or similar programs and not qualifying as employed under worker
8 compensation, as required by State or Federal law.

9 E. Self-Insurance

10 Notwithstanding the insurance required above, the SBWIB, Inc., at its own option, may accept as
11 an equivalent for any such coverage, evidence of an on-going program of self-insurance together with
12 excess coverage. Said equivalent, in order to satisfy the requirements herein contained, shall be subject
13 to approval of the Legal Counsel of the SBWIB, Inc.

14 F. Insurance for Internships/Externships

15 Training Provider will be responsible to ensure that the appropriate insurance coverage for
16 participants will remain in effect during internship/externship that is required in the performance of this
17 Agreement.

18 **XI -- HOLD HARMLESS**

19 Training Provider agrees to indemnify, defend, save and hold harmless SBWIB, Inc./City and their
20 respective officers, employees, and agents against any and all costs, expenses, claims, suits, and liability
21 for bodily or personal injury to or death of any person and for injury to or loss of any property, or for any
22 indebtedness or obligations, resulting there from or arising out of and in any way connected with the
23 alleged negligent or wrongful acts or omissions of Training Provider, its officers, employees, Training
24 Providers, agents or representatives, while performing or failing to perform any services required herein to
25 be performed by Training Provider or incurred by Training Provider in disbursing or using any WIOA
26 funds, Welfare-to-Work funds, or special project funds under this Agreement.

27 City, SBWIB, Inc., Its officers, employees, and agents, by this Agreement shall not assume any
28 liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or

1 obligations of Training Provider or any of its officers, employees, Training Providers, agents or
2 representatives thereof attributable to the services required to be performed or caused by the
3 disbursement and use of WIOA funds by Training Provider under this Agreement.

4 **XII-- OCCUPATIONAL SAFETY AND HEALTH ACT**

5 Training Provider agrees to provide all participants with safety and health protection which shall
6 be at least as effective as that which would be required under the Occupational Safety Health Act of 1970
7 as amended if the participants were employees of the Training Provider. Training Provider shall also
8 comply with the provisions of the California Occupational Safety and Health Act as amended.

9 **XIII -- FEDERAL, STATE, AND LOCAL COMPLIANCE**

10 Training Provider shall comply with the Americans with Disabilities Act (ADA) of 1990; the
11 California Public Records Act; applicable Drug Free Workplace requirements; all other Federal, State,
12 County and local laws, rules and regulations applicable to the performance of this Agreement; policies
13 and operating requirements of SBWIB, Inc., and the South Bay Workforce Investment Area; applicable
14 sections of the South Bay Workforce Investment Area Operations Manual; as well as applicable
15 provisions and standards promulgated by the Department of Labor as they apply to Training Provider.

16 If regulations are amended or revised, Training Provider shall comply with them or notify SBWIB,
17 Inc., within 30 days after promulgation of amendments or revisions that it cannot so conform.

18 **XIV -- FISCAL ACCOUNTABILITY**

19 Training Provider shall maintain a sound, auditable financial management system, based upon
20 generally accepted accounting principles (GAAP).

21 **XV – NOTICES**

22 All notices to be given in accordance with this Agreement shall be deemed served by (1)
23 enclosing same in a sealed envelope addressed to the party intended to receive the same at the address
24 indicated herein and deposited postage prepaid in the United States Postal Service, or by (2) personal
25 service. For these purposes, the addresses of the parties shall be as follows:

26 **South Bay Workforce Investment Board, Inc.**

27 11539 Hawthorne Blvd, 5th Floor
28 Hawthorne, California 90250
29 Contact: Contract Administration Unit

1 Phone: (310) 970-7700
2 FAX: (310) 970-7714

3
4 **Training Provider**

5 Santa Ana School College of Continuing Education - Rancho Santiago Community
6 College District

7
8 2323 N. Broadway.
9 Santa Ana, California 92706
10 Contact: Christine Gascon, Interim Executive Dean
11 Phone: (714) 628 -5969
12 FAX: N/A

13 **XVI – AUDITS**

14 Training Provider shall adhere to applicable requirements of OMB Circular A-133.

15 **XVII -- ENTIRE AGREEMENT**

16 This Agreement, including all Exhibits, constitutes the entire agreement of the parties and
17 supersedes any previous oral negotiations or written expressions of intent between the parties.

18 *////*

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1 IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above
2 written.

3 **TRAINING PROVIDER**

4
5 By: Santa Ana School College of Continuing Education - Rancho Santiago Community
6 College District

7 Signature: _____

8 Name: Adam M. O'Connor

9
10 Title: Interim Vice Chancellor, Business Operations/Fiscal Services

11 **Date:** _____
12

13
14 **SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.**

15
16
17 _____
18 Jan Vogel, Chief Executive Officer

19 Date: _____
20

21
22 **APPROVED AS TO FORM:**

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26 _____
27 Jack Ballas, Attorney-at-Law

Date: _____

EXHIBITS

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- 1. EXHIBIT "A" – PROGRAM OUTLINE**
- 2. EXHIBIT "B" – COMPLETION COMPETENCIES**
- 3. EXHIBIT "C" – VENDOR REQUIRED DOCUMENTS**
- 4. EXHIBIT "D" – PROGRAM PLAN/PERFORMANCE**
- 5. EXHIBIT "E" STATEMENT OF BUSINESS OWNERSHIP**

ATTACHMENTS:

- i: Vendor Authorized Signature Page**
- ii: Itemized Cost Listing**
- iii: Bidder Information Sheet**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Distance Education**

To:	Board of Trustees	Date:	January 11, 2021
Re:	Approval of Third Amendment to Agreement between Rancho Santiago Community College District and LeeAnn Stone		
Action:	Request for Approval		

BACKGROUND

On July 15, 2019, the Rancho Santiago Community College District Board of Trustees approved a Professional Services Agreement with LeeAnn Stone for Instructional Design Services to work with faculty on the development of model courses assisting with Online Distance Education growth for California Community Colleges (CCC) California Virtual Campus-Online Education Initiative (CVC-OEI), Distance Education growth for online Associate Degree for Transfer (AD-T) Pathways and Career Technical Education (CTE) Certificates, Open Educational Resource (OER) Course Adoption and Canvas Classroom to Online Migration.

ANALYSIS

In large part, due to the impact of COVID-19 on our instructional programs, we have an increased need for an Instructional Designer to work with faculty in developing quality courses for CVC-OEI course submission. When the CVC-OEI awards the “Quality Reviewed” badge, these SAC courses filter to the top of any CCC student search and allows increased student enrollment from outside of our general vicinity. This Third Amendment to Agreement between Rancho Santiago Community College District and LeeAnn Stone increases the contract total amount not to exceed \$210,000 (an increase of \$60,000).

RECOMMENDATION

It is recommended the Board of Trustees approve the Third Amendment to Agreement between Rancho Santiago Community College District and LeeAnn Stone, located in Santa Ana, California, as presented.

Fiscal Impact:	\$60,000 (grant funded)	Board Date:	January 11, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Fernando Ortiz, Ph.D., Dean, Academic Affairs		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

**THIRD AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND LEEANN STONE**

This Third Amendment to Agreement is dated effective as of the later of January 12, 2021 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 LeeAnn Stone; a sole proprietor having its principal business address located at 12952 Miriam Place, Santa Ana, CA 92705 (hereinafter called "Contractor").

District and Contractor entered into a certain Agreement dated effective July 16, 2019 (the "Agreement"). District and Contractor entered into a First Amendment to the Agreement dated effective December 10, 2019. District and Contractor entered into a Second Amendment to the Agreement dated effective June 15, 2020.

District and Contractor now desire to amend the terms of the Agreement as more particularly set forth below:

1. Terms and Conditions, Section 4, Amount of Compensation is hereby amended by deleting Forty-Five Thousand Dollars (\$45,000) and inserting the following in lieu thereof: Two-Hundred Ten Thousand Dollars (\$210,000).
2. Exhibit A- Scope of Work and Detailed Schedule of Payment, Section Detailed Schedule of Payment, attached to the Agreement is hereby amended by deleting 15-30 courses and inserting the following in lieu thereof: 70-140 courses.
3. 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.
4. 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.
5. 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: Interim Vice Chancellor, Business Operations/Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: January 11, 2021
Re:	Approval of Educational Affiliation Agreement with West Orange County Consortium for Special Education (WOCCSE)	
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 West Orange County Consortium for Special Education (WOCCSE) (“Agreement”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with West Orange County Consortium for Special Education (WOCCSE), located in Huntington Beach, California, as presented.

Fiscal Impact:	None	Board Date: January 11, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and West Orange County Consortium for Special Education (WOCCSE) (“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:

West Orange County Consortium for Special Education (WOCCSE)
Attn: Jimmy Templin, Executive Director
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

Clinical Facility:
West Orange County Consortium for Special Education

District

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

Jimmy Templin
Executive Director

Date

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To:	Board of Trustees	Date: January 11, 2021
Re:	Acceptance of Sabbatical Leave Report from Raymond Hicks, Professor of English for Multilingual Students	
Action:	Accept	

BACKGROUND

Santa Ana College Professor of English for Multilingual Students, Raymond Hicks, returned from a Fall 2019 / Spring 2020 Academic Study/Professional Growth Sabbatical Leave. In Fall 2020, the Sabbatical Leave Committee requested and received Professor Hicks' Sabbatical Leave Report, which included the attached summary.

ANALYSIS

The Sabbatical Leave Committee reviewed Professor Hicks' submitted materials. After careful consideration, the Sabbatical Leave Committee unanimously accepted and approved Professor Hicks' Sabbatical Leave Report and materials.

RECOMMENDATION

It is recommended that the Board of Trustees accept the Sabbatical Leave Report from Raymond Hicks, Professor of English for Multilingual Students, as provided.

Fiscal Impact:	None	Board Date: January 11, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

I completed my year of sabbatical with the purpose of gaining cultural, linguistic and historical knowledge of China, primarily to help our Chinese students be successful at Santa Ana College and for me to be a better ESL instructor. Through extensive reading (refer to the list submitted) and language study, I have learned a vast amount about China and its people, much of which I wrote about in my blog on China. With a clear understanding of the cultural and linguistic challenges that SAC's numerous Chinese students confront, as well as a better understanding of other students from Asia by the tremendous influence China wields over the area particularly SAC's thousands of Vietnamese students, I am a better prepared instructor to help all of them overcome the language difficulties they face and help them flourish in their studies. I have personally benefited by the concentrated focus on China and what I have learned by intensive reading and involvement in cultural activities here, like the Autumn Festival, Chinese New Year, regular visits to Hsi Lai Temple in Hacienda Heights, and the Chinese Museum events in Los Angeles' Chinatown. Also, I completed 2 semesters of Chinese and received an "A" in each course, where I received the unexpected benefit of having most of the students be Chinese. In fact, in the second course, Chinese 102, I was one of only 2 non-Chinese students in the class. The cultural and language exposure we gained was highly valuable. As a lifelong language learner, I was refreshed by the experience of attacking a new language as a beginner, much like our students at SAC. The concentration in Chinese prepares me for involvement with our Chinese students now and in the future. Culturally, students coming from China are under substantial pressure from their families and their culture which has molded their thinking and how they view their education and the outside world at large. I plan to work with the Learning Center to establish weekly workshops and study groups for Chinese students so that they can have regular opportunities to work with me to help with any language concerns in their classes, as well other issues related to living and studying here. I am in a position to assist Santa Ana College and the faculty at SAC to better understand and work with the students from China and to assist faculty to aid their Chinese students to succeed and overcome linguistic and cultural concerns. In my first day back in the Learning Center, I worked with a Chinese student who needed help with an essay. I was able to explain many of the errors in the paper which arose from the linguistic conflicts between English and Chinese. I plan to make interventions like that more readily accessible on a group scale for faculty members to send their students to "The Chinese Study Group," or some such agreed upon name, for focused educational support. In addition, the District benefits by having me available to work at the college and available for any team that is involved with China, by way of educational issues or recruiting students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To:	Board of Trustees	Date: January 11, 2021
Re:	Acceptance of Sabbatical Leave Report from Jungwon Jin, Professor of Music	
Action:	Accept	

BACKGROUND

Santa Ana College Professor of Music, Jungwon Jin, returned from a Fall 2019 / Spring 2020 Independent Research Sabbatical Leave. In Fall 2020, the Sabbatical Leave Committee requested and received Professor Jin’s Sabbatical Leave Report, which included the attached summary.

ANALYSIS

The Sabbatical Leave Committee reviewed Professor Jin’s submitted materials. After careful consideration, the Sabbatical Leave Committee unanimously accepted and approved Professor Jin’s Sabbatical Leave Report and materials.

RECOMMENDATION

It is recommended that the Board of Trustees accept the Sabbatical Leave Report from Jungwon Jin, Professor of Music, as provided.

Fiscal Impact:	None	Board Date: January 11, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

Sabbatical Leave Report, Jungwon Jin (Fall 2019/Spring 2020 semesters)

September 20, 2020

Esteemed members of the RSCCD Board of Trustees,

I would like to start by thanking the College for allowing me to engage in the most rewarding and intellectually and artistically stimulating sabbatical leave. The new experiences and knowledge I gained will greatly benefit my teaching at SAC and will allow me to expand the SAC piano program in exciting ways.

My sabbatical leave centered around a focused study of early twentieth-century French piano music, especially the works of the composer Maurice Ravel. I travelled to France in October 2019, and there I took private lessons and participated in piano master classes with Mme. Cecile Ousset, a foremost interpreter of French piano music, with French-American pianist Mr. Eugene Indic, as well as with M. Désiré N’Kaoua, a renowned interpreter of Maurice Ravel’s works.

I returned to California in November to prepare for several concerts and lectures centered around Maurice Ravel’s work. On November 16, 2019, I gave a master class and lecture on French Piano Music at Concordia University’s Zhang Hall to piano students. In addition, I performed on two occasions Ravel’s masterwork, *Gaspard de la Nuit*, at the monthly branch meetings of the Music Teacher’s National Association (MTAC Lakewood Branch), on November 1, 2019 and February 7, 2020. The MTAC is the premier professional music teacher organization, and MTAC member teachers frequently send students to the SAC piano program.

In early February 2020, I gave a recital in Palm Springs organized by the Steinway Society of Riverside County. This recital also featured Ravel’s *Gaspard de la Nuit*. The Steinway Society of Riverside County is a music education outreach non-profit that has supported over 20,000 disadvantaged students in their early music studies. The performance was recorded, and I then devoted time and effort to prepare that recording for online publication, including incorporating those recordings in YouTube and the SAC Piano Facebook Page.

Following those recitals, I travelled back to France, hoping to resume master classes and private lessons, and also to give several planned public concerts in Europe. In late March 2020, I had to cut my stay in Europe short, following the travel advisory of the U.S. State Department due to the COVID-19 pandemic.

Having had to return to the US, I focused on learning and studying additional works by Ravel, in preparation for a series of public concerts both at SAC, USC, and at other venues that offer outreach opportunities for the Music Department. In total, I memorized over 150 pages of music for these upcoming recitals. While the time and date of these concerts depend on the situation surrounding the COVID-19 pandemic, the concerts will include a collaboration with Binh Vu, Chair of the SCC Music Department on performing Ravel’s *Concerto in G Minor* on the SAC campus with a full orchestra. I collaborated with him on three occasions already, and each of those concerts sold out to a full house in Phillips Hall, with several hundred SAC students in attendance.

In addition to preparing for these recitals, I began to compile and translate French musical terminologies into English. The purpose of this work is to help SAC piano students to better understand the performance intentions and markings of French music. I have so far compiled a 13-page document of that music terminology and I will make that document available via the SAC Piano Facebook Page.

Sincerely,

Jungwon Jin

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To:	Board of Trustees	Date: January 11, 2021
Re:	Acceptance of Sabbatical Leave Report from Krystal Meier, Professor of Mathematics	
Action:	Accept	

BACKGROUND

Santa Ana College Professor of Mathematics, Krystal Meier, returned from a Fall 2019 / Spring 2020 Independent Research/Professional Growth Sabbatical Leave. In Fall 2020, the Sabbatical Leave Committee requested and received Professor Meier's Sabbatical Leave Report, which included the attached summary.

ANALYSIS

The Sabbatical Leave Committee reviewed Professor Meier's submitted materials. After careful consideration, the Sabbatical Leave Committee unanimously accepted and approved Professor Meier's Sabbatical Leave Report and materials.

RECOMMENDATION

It is recommended that the Board of Trustees accept the Sabbatical Leave Report from Krystal Meier, Professor of Mathematics, as provided.

Fiscal Impact:	None	Board Date: January 11, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

Sabbatical Summary

Krystal Meier school year 2019-2020

My sabbatical project was completed June of 2020. Since then I have begun to use it for my summer 2020 Business Calculus class. It could not have been timelier. All of the materials that I developed for my course have been unbelievably helpful for remote instruction. My summer school students have been so happy to have organized notes and support available to them. Additionally, with no cost associated with any materials I use, including their homework platform, students are very grateful.

While the last half of my project required some adjustment, I felt that I accomplished all that I set out to do and accomplished some things I was not expecting. When the COVID-19 issue came up, faculty in my department were on survival mode. They were thrown into chaos. Because of this, I did not meet my expected hours of faculty contact, but did end up being online certified. The online training was not one I expected specifically, but it led me to understanding far better what would be helpful in my course for online instructors. I feel far more prepared for this “new” remote method of instruction.

My newly created OER Business Calculus course is ready for any instructor to use. It can be used in a variety of ways, from the traditional class, to remote, or even as an online course. It can be used as a flipped model with video lessons as homework, or traditional with guided lectures, or any version in between. The beauty of OER materials is that they are flexible and adjustable for every instructor. All the course materials are accessible for our diverse learners. The instructor module contains all the resources needed to teach the course, including the worksheets and keys, student project(s), timelines and guides. Additionally, I have created a Canvas course shell instructors can use to “house” the course.

For myself, the opportunity and the time I was given to train myself in new technologies and OER materials, has been wonderful. I completed the video creation course, the accessibility course, screencast training, canvas training and the SAC online certification. Additionally I have had the opportunity to use and better my skills in question coding in Lumen, PowerPoint, YouTube, Word (for accessibility), Dropbox, OneDrive, Zoom, Pronto and many other programs. This opportunity for training and professional development has allowed me to feel confident in my skills enough to share with others and make the now needed transition to remote and possible online instruction.

In conclusion, the work I completed on my sabbatical has been very rewarding. I am excited to share my course and new knowledge with fellow faculty and students. I am always happy to remove any obstacles I can for my students. Having an OER course allows more students opportunities without the financial burden. Thank you for giving me this opportunity.

Krystal Meier

Professor Mathematics SAC

Please Click to see a video tour of my course: [Math 150 Business Calculus Tour](#)

[Canvas tour of my course](#)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To:	Board of Trustees	Date: January 11, 2021
Re:	Acceptance of Sabbatical Leave Report from Irene Soriano, Professor of Art	
Action:	Accept	

BACKGROUND

Santa Ana College Professor of Art, Irene Soriano, returned from a Spring 2020 Academic Study Sabbatical Leave. In Fall 2020, the Sabbatical Leave Committee requested and received Professor Soriano's Sabbatical Leave Report, which included the attached summary.

ANALYSIS

The Sabbatical Leave Committee reviewed Professor Soriano's submitted materials. After careful consideration, the Sabbatical Leave Committee unanimously accepted and approved Professor Soriano's Sabbatical Leave Report and materials.

RECOMMENDATION

It is recommended that the Board of Trustees accept the Sabbatical Leave Report from Irene Soriano, Professor of Art, as provided.

Fiscal Impact:	None	Board Date: January 11, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

ONE PAGE SUMMARY ON SPRING SEMESTER SABBATICAL 2020 - IRENE SORIANO, PROFESSOR OF ART

I would like to thank the RSCCD Board of Trustees and the Sabbatical Committee for the opportunity of a Sabbatical Leave for one semester in the Spring of 2020 to engage in academic study at the El Paso Community College. I enrolled in two 3-credit courses each in World History and one 3-credit course in Philosophy. My specific purpose was to engage in deeper study of the cultural context of the art that I am describing in my courses as an Art Historian at Santa Ana College and that is my continuous responsibility. This opportunity was richly rewarding and was the perfect “intellectual refreshment” allowed in a Sabbatical Leave for tenured faculty. I also had the experience of participating with community college students as a student and learn from them. In so doing, I also observed the pedagogical techniques of faculty in similar Humanities disciplines and learned much. The benefits of my sabbatical were both quantitative and qualitative to my teaching at Santa Ana College.

The courses I took in World History spanned in one course from the emergence of human cultures through the 15th century and the second course continued from the 16th century to the present. These two courses surveyed the social, political, economic, cultural, religious, and intellectual history of the world in major regions of the world in Africa, the Americas, Asia, Europe, and Oceania, and their global interaction over time and space. The third course I took in Philosophy allowed me to examine the intellectual history of humans in the quest for understanding life from the major philosophical figures and the issues they faced from Socrates to Kant to Gandhi and to Martin Luther King. This course combined with the history courses to give me perspectives on the beginnings of early societies in Africa for humans, or Homo Sapiens, the rise of civilizations in the expansion of humans to the seven continents, the development of political and legal systems, trans-regional systems of exploration and trade, the formation of economic systems, the continuation of religious and philosophical influences and the impact of imperialism, industrialization and slavery upon global exchange.

Because of the Corona Virus 19 appearance in March, after mid semester all courses went online and I was able to experience first-hand the difficulties students go through in dealing with technology. Courses at El Paso Community College required submission through the Blackboard platform of weekly quizzes and papers with time deadlines. Coming back to Santa Ana, I had to prepare my courses for remote presentation and used the methodology I had learned at El Paso Community College. I have organized my courses so that there are objective online quizzes and subjective response papers based on class themes, text readings and YouTube video assignments as I had experienced. Also, during my sabbatical study as I was doing my assignments, I discovered multiple internet resources that I noted down to use in my courses at SAC. At this time students are having a very difficult time to obtain texts for their courses. I was able to identify internet resources that I have integrated with my notes so that students do not need to purchase texts for my Art 104 Mexican and Chicano Art History course. Additionally, with the Canvas platform I have identified OER as a free e-book and information that I can use for my Art 100 Art Concepts course. I am grateful for the research time that the sabbatical afforded me to structure my courses with the free multiple online resources I have identified and have integrated with my notes. Also, coming back to Santa Ana College I have organized my courses on the Canvas platform using modules as a tutorial model for teaching courses remotely.

As the world grows in telecommunication, focus on creative solutions becomes more essential. Through the study of World History and Philosophy, the arts continue to be the expression of individuals and of communities to connect people to human values across time and space. The critical thought and dialogue that is a part of questioning what art is and the context that creates it gives students a reason for the purpose of their formal education and continuing in their college programs to be contributors to the common good in their respective roles in society. The lessons and activities that are integrated from my sabbatical study into my courses at SAC are tied to developing critical thinking in students, giving them an opportunity to write using historical evidence and cultivating in them a visual awareness of their individual circumstances by analyzing the effects of historical, social, political, economic and global forces on art in the specific examples of Mesoamerica, Mexico, the Chicano experience in the United States and the myriad migrations and cultural exchanges of peoples from all parts of the world. The ultimate result I aspire for my students is to gain an appreciation of the cultural heritage that we as human beings on earth have because of the many contributions that humanity has made and that belong to all human beings. My contribution to Santa Ana College is as a committed professor in the Humanities to provide for students whatever possibilities for learning I can access for them.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA COLLEGE – ACADEMIC AFFAIRS

To:	Board of Trustees	Date: January 11, 2021
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 that 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: January 11, 2021
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: January 11, 2021

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, 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 changes initiated at Santa Ana College for the 2020-2021 catalog addendum are:

NEW COURSES: (See Attachment #1)

One (1) new course was approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES (See Attachment #2)

One (1) 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.

DISTANCE EDUCATION OFFERINGS (See Attachment #3)

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.

NEW COURSES

Credit

Criminal Justice Academies 035, Continued Professional Development Training for Civilians

Non-Credit

None

REVISED COURSES

Credit

Criminal Justice Academies 069B, Corrections Officer CORE Course Enforcement

Non-Credit

None

DISTANCE EDUCATION OFFERINGS

Credit

Criminal Justice Academies 035, Continued Professional Development Training for Civilians

Non-Credit

None

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA COLLEGE – ACADEMIC AFFAIRS

To:	Board of Trustees	Date: January 11, 2021
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 ([Click Here](#)).

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 that 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, as presented.

Fiscal Impact:	None	Board Date: January 11, 2021
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	

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

To:	Board of Trustees	Date: January 11, 2021
Re:	Approval of Health Sciences Program Agreement Between the Regents of the University of California and Rancho Santiago Community College District	
Action:	Request for Approval	

BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The Health Sciences Program Agreement Between the Regents of the University of California and Rancho Santiago Community College District (“Agreement”), which includes the Second Addendum to UCI Health Science Agreements COVID-19 Acknowledgment for On-site Students (“Second Addendum”), is to stipulate the health and orientation requirements for clinical rotations related to the COVID-19 Pandemic environment.

ANALYSIS

The Agreement and Second Addendum allows for clinical training of nursing students and prepares them for future employment in the healthcare field during the State of Emergency related to the COVID-19 Pandemic. The Second Addendum states that UCIMC shall take steps necessary to minimize risks to students/trainees and faculty of becoming infected with COVID-19. In addition to Section VII (Indemnification) of the Agreements, the school agrees to defend and indemnify UCIMC from any claims, suits or filings that result in a final judgment which finds that as a result of negligent conduct by UCIMC, a student or employee of the school was infected by COVID-19 as a result of participation in learning/training activities at UCIMC pursuant to the agreements. This Second Addendum and underlying Agreement shall be in effect commencing January 15, 2021 and shall expire June 30, 2021. This Second Addendum and the underlying contract replace the original agreement and addendum approved by the Board of Trustees on September 14, 2020 ([click here](#)). This Agreement and Second Addendum have been reviewed by Chancellor Martinez and Ruben Smith, legal counsel.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Health Sciences Program Agreement Between the Regents of the University of California and Rancho Santiago Community College District, as presented.

Fiscal Impact:	None	Board Date: January 11, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Interim Associate Dean Health Sciences	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

HEALTH SCIENCES PROGRAM AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

This Agreement is made and entered into this 15th day of January, 2021, in the State of California by and between Rancho Santiago Community College District, on behalf of Santa Ana College, located at 1530 West 17th Street, Santa Ana, hereinafter called "AFFILIATE", and The Regents of the University of California, a Constitutional Corporation, on behalf of the University of California, Irvine (hereafter referred to as "UNIVERSITY"), located at 101 The City Drive, Orange, CA.

WITNESSETH:

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine, Susan & Henry Samueli College of Health Sciences, hereinafter referred to as "COLLEGE"; and

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine Medical Center, a fully accredited and duly licensed acute care hospital facility and clinics, hereinafter referred to as "MEDICAL CENTER"; and

WHEREAS, the AFFILIATE conducts approved programs in health sciences education which require clinical experiences for students enrolled in said programs; and

WHEREAS, it is to the benefit of both AFFILIATE and UNIVERSITY that students enrolled in AFFILIATE's health sciences programs have opportunities for clinical experience to enhance their capabilities;

NOW, THEREFORE, the AFFILIATE and UNIVERSITY do covenant and agree as follows:

I. STATUS OF HEALTH SCIENCES STUDENTS

- A. AFFILIATE's health sciences students shall have the status of learners and shall not be considered to be UNIVERSITY employees, nor shall they be intended to replace MEDICAL CENTER staff. Clinical experience will be conducted as a laboratory learning experience.
- B. Health sciences students are subject, during their clinical experience assignment, to applicable UNIVERSITY regulations and must conform to the same standards as are set for UNIVERSITY employees in matters relating to the welfare of patients and general MEDICAL CENTER operation.

II. COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, nor shall either party have obligation to pay monetary compensation or benefits to students.

III. NON-DISCRIMINATION

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, citizenship, or service in the uniformed services.

IV. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE MEDICAL CENTER AND SCHOOL

- A. The Associate Vice Chancellor for Education for the COLLEGE is authorized to approve Health Sciences Programs to be conducted at the MEDICAL CENTER, except in areas of authority delegated to the Academic Senate by the Standing Orders of the Regents.
- B. Each program will have a UNIVERSITY staff member, approved by his/her supervisor, who will function as Education Coordinator for use of MEDICAL CENTER facilities for clinical experience of AFFILIATE's health sciences students, including joint planning with representatives of all involved services. Responsibilities of coordinator will also include scheduling of student rotations, and in cases where not provided by AFFILIATE, supervision and instruction while at the MEDICAL CENTER.
- C. The UNIVERSITY faculty and staff may participate in the educational

program, (i.e., clinical instruction) on request of the AFFILIATE's instructor and approval of appropriate UNIVERSITY supervisor.

- D. Students enrolled in AFFILIATE's health sciences educational programs conducted at the MEDICAL CENTER will be permitted to use such MEDICAL CENTER supplies and equipment as are determined by MEDICAL CENTER to be made available to perform the patient care services which are necessary to meet the clinical experience requirements of the student's educational program.
- E. Service facilities (i.e., conference rooms, parking and cafeteria) at the MEDICAL CENTER will be made available to AFFILIATE's health sciences students and faculty at such times and to the extent approved by the MEDICAL CENTER's authorized officer.
- F. Educational facilities of the UNIVERSITY will be made available to AFFILIATE's health sciences students and faculty at such times and to the degrees approved by the Associate Vice Chancellor for Education of the COLLEGE, and in accord with established policy of the MEDICAL CENTER.
- G. In his/her sole discretion, the Associate Vice Chancellor for Education of the COLLEGE or Chief Operating Officer of the MEDICAL CENTER may refuse access to clinical areas in the MEDICAL CENTER to AFFILIATE's health sciences student(s) or faculty for any reason, including in the event of an emergency or that AFFILIATE's health science

student(s) or faculty member(s) violate UNIVERSITY or MEDICAL CENTER rules and regulations.

- H. UNIVERSITY has the right to require that the AFFILIATE withdraw from the MEDICAL CENTER any student who the UNIVERSITY or AFFILIATE determine is not performing satisfactorily or is not complying with the UNIVERSITY's policies, procedures, or regulations. Such notification will be in writing, and include a statement of the reasons why the UNIVERSITY requires that the student be withdrawn.

V. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AFFILIATE

- A. The AFFILIATE will assume full responsibility for offering health science education programs accredited by the appropriate accrediting body.
- B. The AFFILIATE will initiate the development of an instructional program acceptable to both the AFFILIATE and UNIVERSITY for use of the MEDICAL CENTER and/or UNIVERSITY faculty, staff, resources, and facilities to meet the educational goals of the prescribed curriculum. The AFFILIATE program information will be made available to the UNIVERSITY Education Coordinator at a time agreed upon by said coordinator and the designated representative of the AFFILIATE not less than ninety (90) days prior to the beginning of the proposed program. The proposed program will be revised at the request of the UNIVERSITY in

instances of conflict with MEDICAL CENTER's patient care responsibilities and/or UNIVERSITY's education, research and training programs.

- C. Prior to the beginning of each training period, the AFFILIATE or a designated representative shall provide the UNIVERSITY Education Coordinator with a list of the student's names and addresses for that training period.
- D. The AFFILIATE will provide the UNIVRSITY Education Coordinator with a copy of the approved curriculum for each course of study covered by this Agreement prior to the start of the clinical experience.
- E. The AFFILIATE will provide a member of the AFFILIATE faculty who is both a qualified teacher and a competent, licensed (where applicable) practitioner in the applicable health sciences field to coordinate the clinical education program with UNIVERSITY faculty and staff.
- F. Both parties will cooperate in providing orientation for AFFILIATE's faculty members to familiarize them with MEDICAL CENTER policies, practices, and facilities before assigning AFFILIATE's to institutional duties at the MEDICAL CENTER.
- G. The AFFILIATE's faculty will be responsible for learning and observing the regulations of both AFFILIATE and MEDICAL CENTER as they apply to the circumstances of clinical teaching.
- H. The AFFILIATE will provide name badges designating student status and

assure that patients are made fully aware of the student status.

- I. The AFFILIATE shall have the privilege of regularly scheduled meetings with appropriate MEDICAL CENTER and/or UNIVERSITY staff, including both selected floor personnel and administrative representatives for the purpose of interpreting, discussing, and evaluating the educational program in the applicable clinical experience.
- J. AFFILIATE shall certify to UNIVERSITY at the time each student first reports to the MEDICAL CENTER that the student complies with the AFFILIATE's and MEDICAL CENTER's requirements for immunizations and tests, including, but not limited to, immunization titers, tuberculin skin test, and chest x-ray as needed.
- K. AFFILIATE shall certify to UNIVERSITY that each student has completed JCAHO and HIPAA training requirements.

VI. INDEMNIFICATION

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

officers, agents, or employees.

- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees, students, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents, or employees.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

VII. INSURANCE

- A. AFFILIATE at its sole cost and expense, shall cover its activities and maintain insurance and/or program of self-insurance in connection with this Agreement and obtain, keep in force and maintain insurance as follows:
1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

- (a) Each Occurrence: \$2,000,000
- (b) General Aggregate (not applicable to the Comprehensive form):
\$5,000,000

2. Professional Medical and Hospital Liability Insurance with limits as follows:

- (a) Each Occurrence: \$2,000,000
- (b) General Aggregate: \$5,000,000

If such insurance is written on a claims made form, following termination of the agreement, coverage shall survive for the maximum reporting period available from insurance sources.

Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UNIVERSITY and AFFILIATE against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section A. (1), (2) shall not in any way limit the liability of AFFILIATE. The coverages referred to under (1), of this Section A. shall be endorsed to include UNIVERSITY as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents,

employees. AFFILIATE upon the execution of this Agreement shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. AFFILIATE shall provide advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverages.

- B. Students of the AFFILIATE will be covered by professional liability/malpractice insurance which each student must maintain as a prerequisite for participating in the clinical training program at the Medical Center. This insurance shall be considered primary. Students must provide certificates of insurance verifying coverage and limits before participating in the program.
- C. UNIVERSITY at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:
 - 1. General Liability Insurance Program with limits as follows:
 - (a) Each Occurrence: \$2,000,000
 - (b) General Aggregate: \$5,000,000
 - 2. Professional Medical and Hospital Liability Insurance with limits as follows:
 - (a) Each Occurrence: \$2,000,000
 - (b) General Aggregate: \$5,000,000

3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of AFFILIATE and UNIVERSITY against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section B. (1), (2) and (3) shall not in any way limit the liability of UNIVERSITY. The coverages referred to under (1), of this Section B. shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, agents, employees. UNIVERSITY upon the execution of this Agreement shall furnish AFFILIATE with Certificates of Self-insurance evidencing compliance with all requirements. UNIVERSITY shall provide advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverages.

VIII. REQUIRED NOTICES

Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service, electronically, or first-class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to

the party to whom such notice is to be given as herein provided:

A. Notice to the AFFILIATE shall be addressed and mailed as follows:

Adam M. O'Connor

Vice Chancellor, Business Operations/Fiscal Services

Rancho Santiago Community College District

2323 N. Broadway

Santa Ana, CA 92706

With a copy to the following:

Mary Steckler, RN, MSN, CNE

Interim Associate Dean, Health Sciences/Nursing Director

Santa Ana College

1530 W. 17th Street

Santa Ana, CA 92706

B. Notice to UNIVERSITY shall be addressed and mailed as follows:

Director

Risk Management

UCI Medical Center

101 The City Dr., Rte 153

Orange, CA 92868

With a copy to the following:

Susan Greco
Clinical Placement Coordinator, NQRE UCI
Health
101 The City Dr. S.
Orange, CA 92868

IX. ENTIRE AGREEMENT

This Agreement states the entire contract between the parties in respect to subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations, or other Agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provisions waived, only by a writing signed by the parties.

X. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the AFFILIATE and the UNIVERSITY.

XI. USE OF PARTIES' NAME

During the term of this Agreement, each party may use the other party's name to reference the business relationship created by this Agreement and to perform this

Agreement, however, each party agrees that it will not use the other party's name in advertising, publicity or other promotional activity without the prior written approval of the other party. Each party agrees that it will not use the other party's word marks, seals, logos, or other trademarks without the prior written approval of the other party.

XII. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

XIII. RESPONSIBILITY FOR OWN ACTS

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have caused by such party, its employees or representatives, in the performance

or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

XIV. AUTHORIZATION WARRANTY

- A. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.
- B. AFFILIATE hereby represents and warrants that the person executing this Agreement for AFFILIATE is an authorized agent who has actual authority to bind AFFILIATE to each and every term, condition and obligation set forth in this Agreement and that all requirements of AFFILIATE have been fulfilled to provide such actual authority.

XV. COOPERATION IN DISPOSITION OF CLAIMS

- A. AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided

under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims for third parties arising from services performed under this Agreement, and making witnesses available.

- B. To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of that date first appearing herein and above, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

THE REGENTS OF THE UNIVERSITY
CALIFORNIA

AFFILIATE

Khanh-Van Le-Bucklin, MD, MEd

Associate Vice Chancellor, Education

University of California, Irvine

Adam M. O'Connor

Interim Vice Chancellor

Business Operations/Fiscal Services

Rancho Santiago Community College District

TAX ID # 952696799

EXHIBIT # 2009

FOR THE PERIOD OF January 15, 2021 through June 30, 2021 to

the HEALTH SCIENCES PROGRAM

AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF

CALIFORNIA and

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

TERM AND PROGRAM DETAILS

- A. This Agreement shall become effective as of the commencement date specified above, for the period specified above, except that this Agreement may be terminated earlier upon written mutual consent by the AFFILIATE and the UNIVERSITY.
- B. The agreement covers only the program which has been approved by the UC Irvine Allied Health Committee, named Associate Degree in Nursing (ADN) #2009.
- C. The program purpose approved by the UC Irvine Allied Health Committee is to provide patient care experience.
- D. The maximum number of student participants in the program at any given time shall be 20-28 per semester.

- E. The physical facilities to be used and costs thereof, as stated in the original application approved by the UC Irvine Allied Health Committee, shall be UCI Medical Center 101 The City Dr. S. Orange, CA 92868.
- F. For purposes of scheduling the training experience, the number of program students and time of facility availability shall be based on program needs and MEDICAL CENTER training capacity.

SECOND ADDENDUM TO UCI HEALTH SCIENCE AGREEMENTS

COVID-19 ACKNOWLEDGMENT FOR ON-SITE STUDENTS

Notwithstanding any other provision of the underlying Agreements pertaining to Rancho Santiago Community College District/Santa Ana College, Affiliate acknowledges the following:

A healthcare emergency as defined by the Governor of the State of California currently exists as result of the COVID-19 Pandemic. Southern California, including Orange County, is currently experiencing increased infection activity throughout the population.

UC Irvine Medical Center (“UCIMC”) currently provides care and treatment to individuals who suffer from COVID 19 in both its inpatient and outpatient facilities.

Affiliate, its employees, faculty, and students, individually and collectively, know that participation in the training program at UCIMC may directly or indirectly expose individuals to persons suffering from COVID 19. UCIMC shall take such steps as it, in its sole discretion, deems necessary and appropriate to minimize the risk to students/trainees and faculty of becoming infected with COVID-19 while on the premises of UCIMC. HOWEVER, UCIMC cannot assure any student or faculty member that they will not become infected with COVID-19 by virtue of their participation in training activities at UCIMC. In addition to section VI (Indemnification) of the Agreements, Affiliate hereby agrees to defend and indemnify UCIMC from any and all claims, suits, or filings, in court or otherwise, that result in a final judgment which finds that as a result of negligent conduct by UCIMC, a student or employee of Affiliate

was infected by COVID-19 as a result of participation in learning or training activities at UCIMC pursuant to the Agreements. In no case, though, shall the liability of the Affiliate to defend and indemnify UCIMC exceed the limitations of Affiliate’s insurance coverages. This duty to defend and indemnify shall survive the expiration of the Addendum and of the Agreements.

This Second Addendum and the underlying contract shall be in effect commencing January 15, 2021 and both this addendum and the underlying Agreement shall expire June 30, 2021.

This Addendum shall have no force and effect in the event of any subsequent state or federal legislation that would relieve the Affiliate of liability.

UNIVERSITY REPRESENTATIVE

Khanh-Van Le-Bucklin, MD, MEd
Associate Vice Chancellor, Education
University of California, Irvine

AFFILIATE REPRESENTATIVE

Adam M. O’Connor
Interim Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District

Date

Date

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

To: Board of Trustees	Date: January 11, 2021
Re: Approval of Agreement Between Santa Ana Unified School District and Rancho Santiago Community College District for Middle College High School (MCHS)	
Action: Request for Approval	

BACKGROUND

Santa Ana Unified School District (SAUSD) and Rancho Santiago Community College District (RSCCD) have a well-established relationship and long-standing history of collaboration on education and community assistance projects. Through the early college partnership between Middle College High School (MCHS) and Santa Ana College (SAC), Ninth (9th) through Twelfth (12th) grade MCHS students are provided SAUSD core-graduation courses and services for completion of the high school diploma and those same students are provided SAC courses and services for use in satisfying high school graduation requirements and a SAC certificate, degree and/or transfer credit curriculum.

ANALYSIS

MCHS and SAC recognize their mutual interest in serving the local community and the shared benefit of collaboration for student achievement and success. Eighty-two (82%) percent of students graduate with an Associate’s Degree from SAC. More than Ninety (90%) percent graduate with at least one-year of college credits completed. This Agreement Between Santa Ana Unified School District and Rancho Santiago Community College District for Middle College High School (MCHS) (“Agreement”) the partnership and offers SAUSD students a competitive advantage to prepare for the rigors of college and career by enrolling in high school and college academic courses in a college environment. The term of this Agreement is effective July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended the Board of Trustees approve the Agreement Between Santa Ana Unified School District and Rancho Santiago Community College District for Middle College High School (MCHS), as presented.

Fiscal Impact: None	Board Date: January 11, 2021
Prepared by: Vaniethia Hubbard, Ed.D., Vice President, Student Services	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

**Agreement Between
Santa Ana Unified School District
and
Rancho Santiago Community College District
For Middle College High School (MCHS)**

This Agreement is entered into by and between the Santa Ana Unified School District, hereafter referred to as "SAUSD," and Rancho Santiago Community College District, hereafter referred to as "RSCCD." SAUSD and RSCCD are collectively referred to herein as "the Parties" and individually as "a Party."

RECITALS

WHEREAS, Santa Ana College ("SAC") is a community college situated in Santa Ana, California and is a college operated by RSCCD.

WHEREAS, SAUSD is a K-12 public school district and operates high schools in Santa Ana, California.

WHEREAS, SAUSD and SAC have a well-established relationship and long-standing history of collaboration on education and community assistance projects.

WHEREAS, SAUSD wishes to operate a Middle College High School on the SAC campus in order for SAUSD high school students to access post-secondary education opportunities at SAC.

WHEREAS, SAUSD and RSCCD recognize their mutual interest in serving their local community, and the shared benefit of collaboration for student achievement. Through the early college partnership, SAUSD's ninth through twelfth grade students are provided SAUSD core-graduation courses and services for completion of the high school diploma, and those same students are provided SAC courses and services for use in satisfying high school graduation requirements and a SAC certificate, degree, and/or transfer credit curriculum.

WHEREAS, the SAUSD MCHS Initiative requires college level courses be offered as an integral part of the program; MCHS students access to SAC course offerings will meet the college level course requirements.

WHEREAS, SAUSD and RSCCD enter into this Agreement for the delineation of operational responsibilities and resources for SAUSD's operation of the MCHS at SAC, as set forth below. Unless and until an agreement is reached providing different operation responsibilities and resources, the following shall apply.

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which is acknowledged by the Parties, the Parties agree as follows:

- 1. TERM OF THE AGREEMENT.** The Term of this Agreement is July 1, 2020 through June 30, 2021. The foregoing notwithstanding, the Term of this Agreement shall be extended through mutual agreement.
- 2. DEFINITIONS/COMMON TERMINOLOGY**
 - 2.1. Articulation:** Credit for high school courses awarded on community college transcripts (e.g., CTE Articulated Pathways).
 - 2.2. Concurrent Enrollment:** High school student independently attends college classes outside the regular school day in addition to the student's regular academic program.
 - 2.3. Dual Credit:** Awarding of credit on a student's high school and college transcripts for a college course. The grade earned from a college course earns equivalent district core course graduation credit whenever possible.

- 2.4. **Dual Enrollment:** High school student attends college classes, as taught by high school or community college faculty, on the high school campus, during the student's regular instructional day as part of the academic program, which allows the student to experience college level courses, explore career options, and shorten the time required to complete an Associate Degree.
- 2.5. **Early College High School:** Small high schools designed so that students can earn both a high school diploma and an Associate's degree or up to two years of credit toward a Bachelor's degree. Early college high schools have the potential to improve high school graduation rates and better prepare all students for high-skill careers by engaging them in a rigorous, college preparatory curriculum, while compressing the number of years to a college degree.
- 2.6. **Early/Middle College High School:** A blended high school and college program in which a high school campus may be located on a college campus that offers a college/career preparatory curriculum and reduced student-adult ratio, flexible scheduling to allow for work internships or apprenticeships, community service experience, and interaction with community college student role models.
- 2.7. **Partnership Agreement:** Formal written agreement between the district and a college/university for a program offered at a specific high school. Partnership Agreements require Board of Education approval.
- 2.8. **Student Services and Outreach:** College assessment, transfer planning, orientation/tours, financial aid, career planning, and academic advisement provided to high school students by college personnel.

3. DESCRIPTION OF PARTNERSHIP

- 3.1. **Calendar.** SAC and SAUSD will meet and confer to develop and establish a MCHS instructional calendar at SAC that is consistent with the needs, requirements, and academic calendars of both Parties and its respective collective bargaining units. The MCHS calendar will assure that the number of days the MCHS teachers work will not exceed the SAUSD contract and that the instructional hours and school days meet the guidelines for the state and respective districts.
- 3.2. **Personnel**
 - 3.2.1. **SAUSD Personnel.** SAUSD shall be responsible to employ staff members to provide all high school education services, including, but not limited to a Site Administrator (Principal or Vice Principal). In addition to the foregoing, as required for Special Education students enrolled in MCHS, SAUSD will provide staffing as needed to provide required Individualized Education Program (IEP) services for Special Education students.
 - 3.2.2. **SAC Personnel.** SAC faculty shall be limited to and subject to the type and number of courses offered.
 - 3.2.3. **Site Administrators.** Any issues arising out of and/or relating to MCHS operations shall be initially and addressed resolved by the following individuals: (i) SAUSD designated MCHS Site Administrator; and (ii) SAC Vice President of Student Services, or his/her designee.
 - 3.2.4. **SAUSD/RSCCD Employees Status.** Employees of SAUSD and RSCCD and engaged in MCHS operations are not deemed an officer, agent or employee of the other Party. Neither SAUSD nor RSCCD, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other Party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

3.3. Premises

3.3.1. SAC Classroom and Office Space (“SAC Premises”). SAC will provide SAC Premises consisting of Eleven (11) classrooms and one (1) office space for the exclusive use of the MCHS Program. During the Term of this Agreement, SAC will continue to provide the current designated spaces. SAUSD will request any other use of facilities through the RSCCD facilities request procedure.

3.3.2. SAUSD Use of SAC Premises. SAUSD will use the SAC premises only for purposes of conducting the MCHS program therein. SAUSD shall not modify or alter any part of the SAC Premises. However, if modifications or alterations to any part of the SAC Premises are necessary for conduct of the MCHS therein, SAUSD shall notify SAC in writing of such required modifications or alterations. SAC will have the sole and exclusive discretion as to whether or not to complete the requested modifications or alterations. If SAC elects to make modifications or alterations requested by SAUSD to the SAC Premises, such modifications or alterations will be completed only if mutual agreement is reached between SAUSD and SAC of the portion of costs to be borne by SAUSD and SAC. SAUSD is liable to SAC for damage or destruction to the SAC premises, furniture, fixtures, equipment, or any portion thereof, reasonable wear and tear excepted. Upon the termination of this Agreement, SAUSD shall return the SAC Premises, furniture, fixtures, and/or equipment in the condition received, reasonable wear and tear excepted.

3.3.3. SAC Premises Furnishings and Services. SAC will provide custodial/janitorial services, natural gas, electrical power and HVAC utility services for the classrooms and office space dedicated for MCHS use.

3.3.4. SAC Parking. A valid student or daily parking permit is required to park motor vehicles in the SAC Parking Lots. All participating MCHS faculty, staff, students and/or visitors must purchase parking permits to park on the SAC Parking Lots. The use of SAC Parking Lots shall be subject to compliance with SAC parking and traffic regulations.

4. SAFETY

4.1. Student Supervision. SAUSD shall be responsible for supervising the conduct of MCHS students while at SAC during school hours and during MCHS events occurring outside of school hours. SAUSD shall also be responsible for the discipline of MCHS students. SAC shall report to the designated SAUSD Site Administrator any disciplinary action regarding MCHS student misconduct of which SAC receives notice and occurs on SAC premises and SAUSD shall notify the SAC Vice President of Student Services regarding any misconduct regarding an MCHS student that SAUSD receives notice and occurs on SAC premises. MCHS hours will be approximately from 7:55 am to 4:00 pm. SAC requires that students have an educational purpose to be on campus. MCHS students taking SAC courses will be allowed to participate in most SAC campus activities under general supervision of SAUSD personnel including use of the library, bookstore, Learning Resource Center, etc.

4.2. Student Discipline. Students enrolled in MCHS are subject to the discipline policy of SAUSD, which is written in the SAUSD Student/Parent handbook. In addition, MCHS students are subject to SAC discipline policies. MCHS students are also subject to all other relevant SAC policies at all times while on the SAC campus. SAUSD will take appropriate disciplinary action in response to misconduct of MCHS students who are enrolled in SAC classes. SAC reserves the right to ask that the

student be removed from SAC for Code of Conduct violations while on SAC premises. SAC will report misconduct of MCHS students to the (i) SAUSD Site Administrator; and (ii) SAC Vice President of Student Services, or their respective designees. SAC reserves the right to withdraw consent for a MCHS student to remain on the SAC campus if the student disrupts the orderly operation of the SAC campus, including Student Code of Conduct violations. If, in the professional judgment of the designated SAC Disciplinary Officer, a disciplinary violation warrants removal of a MCHS student from the SAC Campus, the Coordinator of Student Services at SAUSD will reassign the involved MCHS student to an alternate SAUSD school site.

- 4.3. Emergency Procedures.** MCHS staff will report emergencies in accordance with the procedures set forth by SAC and SAUSD. The RSCCD Safety Department or other emergency personnel, as a first responder, will provide emergency response services (crimes, disturbances, medical assistance, building evacuations) including notification to other agencies (fire, paramedics, city and school police) and to notify SAUSD staff as appropriate. MCHS students and staff must follow the SAC campus-wide emergency procedures. The procedure is that 911 is called. If the incident occurs during the SAC operational hours, the caller can also contact SAC administration for back-up support. In addition, MCHS students must complete and sign a Minor Consent form. The completed/signed forms are to be submitted to SAC and remain on file during the duration of enrollment at SAC. MCHS retains a copy of these forms. MCHS staff will be responsible for "lock down" procedures or conducting an orderly evacuation of MCHS students in appropriate circumstances. SAUSD staff will coordinate with SAC on training procedures for disaster drills.
- 4.4. Security.** The security of people, equipment, and property located in MCHS classrooms and offices is the exclusive responsibility of MCHS and SAUSD. SAC Campus Safety and Security or Santa Ana Police Departments will provide general law enforcement services for routine law enforcement matters for MCHS consistent with existing service levels for SAC. MCHS personnel will have a two-way radio for the purpose of contacting SAC Campus Safety Officers for the purpose of emergency and preparedness planning. These radios will be provided by SAC. SAC will supply keys to MCHS classrooms and offices to individuals authorized by the MCHS Site Administrator. MCHS faculty and staff will not loan, transfer, duplicate or use the keys in a manner inconsistent with the written rules on the key application. MCHS staff will advise SAC Campus Safety and Security whenever MCHS personnel leave the MCHS program and will be responsible for the return of keys to SAC Campus Safety and Security. MCHS faculty or staff will reimburse SAC for the cost of replacing or re-keying system locks, if either MCHS staff requests it or the loss of keys require it. SAC reserves the right to enter MCHS facilities for maintenance, custodial, and emergency services. SAC Campus Safety and SAC Facilities Services personnel have master keys for the MCHS premises.
- 4.5. Crime Reporting.** RSCCD/SAC has a reputation for maintaining safe campuses, where staff, students and faculty can work and study without fear for their personal safety or property. All crimes occurring on SAC property must be reported to SAC Campus Safety and Security. If crime reports are prepared by SAUSD, a copy must be forwarded to SAC Campus Safety and Security upon completion. SAC will prepare reports and disclosures required under the Clery Act. Disciplinary referrals will be reported by SAC to SAUSD and responsibility for reporting such referrals for Clery purposes will be with SAUSD, if reporting is required of SAUSD under the Clery Act. The Federal Student Right-to-Know, Crime Awareness and Campus Security requires colleges and universities to publish and distribute a report concerning campus crime statistics and security policies. MCHS students can access the Annual Report for Rancho Santiago Community College District via

<https://www.rscdd.edu/Departments/Security-and-Public-Safety/Pages/crime-statistics.aspx>. SAC campus is accessible to individuals with varied backgrounds as they pursue their goals within higher education. Public information regarding sex offenders in California may be obtained by viewing the Megan's Law website. MCHS will include the crime awareness message in their Student/Parent Orientation.

- 4.6. Title IX Investigations** - Matters of Title IX investigations involving both RSCCD/SAC and SAUSD will be handled cooperatively between the appropriate RSCCD/SAC and SAUSD administrators and Title IX investigators. If either Party to this agreement learns of a Title IX concern regarding one of their students or staff members and the other Party's student or staff members they will immediately notify the other Party and cooperate with the investigation.

5. DATA SHARING/OWNERSHIP

- 5.1. FERPA.** When considering the dissemination of student data, all FERPA (Family Educational Rights and Privacy Act) guidelines will be followed by SAUSD, MCHS staff, and SAC. Parent initiated questions and concerns regarding college coursework and student performance will be handled through the MCHS office. Parents of MCHS students may not contact SAC staff directly. SAUSD will require that parents of MCHS enrolled students sign a parent agreement at the beginning of each academic school year, to prevent FERPA violation for SAC and SAUSD. The form and content of the parent agreement is subject to SAC review and acceptance.
- 5.2. Grade Reporting.** SAC will provide the MCHS Site Administrator access to the students' grades in the college courses within one week after the course ends.

6. FUNDING AND EXPENSES

- 6.1. Apportionment.** MCHS students shall receive college credit for all college classes offered by SAC. SAC and SAUSD shall each claim the attendance for their own course enrollment.
- 6.2. Textbook and Instructional Materials.** Instructional material costs for the SAUSD courses will be covered 100% by SAUSD. Instructional material costs for the SAC courses which MCHS students are enrolled include the college-course textbooks, workbooks, lab fees and related student-course materials will be paid by SAUSD.
- 6.3. Enrollment Fees.** SAC agrees to waive the enrollment fee for all concurrently enrolled SAUSD high school students attending SAUSD.
- 6.4. Student Identification Cards.** MCHS students will possess two student identification cards as follows:
1. A card provided by MCHS connoting high school status; and
 2. A card provided by SAC to use at the bookstore, library and campus events.

7. INDEMNIFICATION AND INSURANCE

- 7.1. Liability.** The Parties agree to allocate potential liability between themselves with the intent that SAUSD shall generally be responsible for the acts and omissions of its own employees, and RSCCD shall generally be responsible for the acts and omissions of its own employees, as specifically set forth below in Section B, Mutual Indemnification.
- 7.2. Mutual Indemnification**
- 7.2.1. RSCCD Indemnity.** RSCCD agrees to defend, indemnify and hold **SAUSD** its officers, employees, and agents harmless from and against any and all

liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees. RSCCD shall not defend, indemnify or hold harmless SAUSD from any liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent or intentional acts or omissions of any student(s) or other third parties that may come on the SAC campus.

7.2.2. SAUSD Indemnity. SAUSD agrees to defend, indemnify and hold The **RSCCD**, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **SAUSD** its officers, agents or employees. SAUSD shall not defend, indemnify or hold harmless RSCCD from any liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent or intentional acts or omissions of any student(s) or other third parties that may come on the SAC campus.

8. INSURANCE. Each Party, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

8.1. General Liability. General Liability Insurance (including broad form property damage and contractual liability) with limits of liability not less than two million dollars (\$2,000,000) each occurrence, and five million dollars (\$5,000,000) annual aggregate. Insurance afforded by the SAUSD commercial general liability policy shall be endorsed to provide coverage to RSCCD as an additional insured.

8.2. Automobile Liability Insurance with a limit liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."

8.3. Workers Compensation. Workers' Compensation coverage limits shall be as required under California State law.

8.4. Additional Insurance. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of SAUSD and RSCCD against other insurable risks relating to performance of this Agreement. SAUSD and RSCCD may, in their own respective discretion obtain such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement.

8.5. Insurance and Limits of Liability. It should be expressly understood, however, that the insurance coverages and limits required under this Section shall not in any way limit the liability of either Party.

9. AMENDMENT. This Agreement may be amended only with the mutual consent of the Parties. All amendments must be in writing and must be approved by the Parties' respective governing Boards.

- 10. TERMINATION.** This Agreement may be terminated upon written notice by either Party as provided below. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. Notification of termination must be submitted six (6) months prior to the beginning of the semester for which it will be in effect. The effective date of termination shall be the end of the then current academic year to avoid unreasonable disruption to both Parties and its students.
- 11. ASSIGNMENT.** Neither Party may assign or transfer any interest in this Agreement without the prior written consent of the other Party.
- 12. NOTICES.** Notices of the Parties to the other shall be by United States Mail, postage fully prepaid or courier services. Notices by United States Mail are effective the third (3rd) working day after the postmark date. Notices by courier services are effective upon proof of delivery. Notices shall be delivered as follows:

SAUSD	SAC
Superintendent Santa Ana Unified School District 1601 E Chestnut Ave Sana Ana, CA 92701	President Santa Ana College 530 W 17 th Street Santa Ana, CA 92706

- 13. WARRANTY OF AUTHORITY.** The individuals executing this Agreement on behalf of RSCCD and SAUSD are authorized by RSCCD or SAUSD, as applicable, to execute this Agreement on behalf of RSCCD or SAUSD and to bind RSCCD and SAUSD to the terms hereof upon ratification/approval of this Agreement by the RSCCD and SAUSD Boards of Trustees.

The duly authorized representatives of the Parties sign this Agreement below.

Santa Ana Unified School District	Rancho Santiago Community College District
<hr/> Jerry Almendarez Superintendent	<hr/> Adam M. O'Connor Interim Vice Chancellor Business Operations/Fiscal Services
Date: _____	Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Student Services

To: Board of Trustees	Date: January 11, 2021
Re: Memorandum of Understanding with YMCA of Orange County	
Action: Request for Approval	

BACKGROUND:

The YMCA of Orange County (YMCA of OC) has offered to partner with Rancho Santiago Community College District on behalf of Santiago Canyon College (SCC) Pathways to Teaching Program (PTTP) in hiring future teacher student interns to provide them with a paid work-based learning experience integrated with their teacher education academic program. For the Santiago Canyon College and YMCA of Orange County Future Teacher Internship/Employment Program, the PTTP faculty advisors will mentor and guide the students in partnership with the YMCA of OC staff for the first 30 hours of internship employment. With a successful internship, future teacher students may become permanent employees with the YMCA of OC at an entry level of assistant teacher.

ANALYSIS:

An unprecedented opportunity for SCC students to receive an employer-paid work-based learning experience related to their field of study.

RECOMMENDATION:

Approve the memorandum of understanding with YMCA of Orange County as presented.

Fiscal Impact: none	Board Date: January 11, 2021
Prepared by: Syed Rizvi, Vice President of Student Services	
Submitted by: Jose F. Vargas, Interim President, Santiago Canyon College	
Recommended by: Marvin Martinez, Chancellor	



**Santiago
Canyon
College**



Santiago Canyon College and YMCA of Orange County Future Teacher Internship/Employment Program

Memorandum of Understanding

This AGREEMENT (hereinafter “Agreement”) is entered into the (February 1st, 2021), by and between YMCA of Orange County (hereinafter “YMCA”) and Rancho Santiago Community College District (hereinafter “RSCCD”) on behalf of Santiago Canyon College (hereinafter “SCC”) and the college’s Education/Pathways to Teaching Program (hereinafter “PTTP”). YMCA, RSCCD SCC, and PTTP may be referred to individually as “Party” or collectively as “Parties.”

The purpose of this Agreement is to define the intent of both parties to enter into a mutually beneficial agreement under the conditions outlined here for the purpose of placing SCC PTTP students as interns for employment at the YMCA of Orange County.

As a partner with the YMCA, SCC offers equitable opportunities to promote and recruit SCC PTTP students for participation in robust workplace learning experiences.

The Parties Mutually Agree:

- I. This Agreement is effective as of (February 1st, 2021), and shall automatically renew annually for 3 years until (January 30th, 2024). Any amendment to the terms of this Agreement shall be in writing and signed by both Parties.
- II. Either Party may terminate this Agreement, with or without cause at any time, by giving the other Party thirty (30) days’ written notice.
- III. PTTP students desiring to serve as interns while employed with the YMCA will submit to PTTP the required documentation, including an Internship Program Application, unofficial transcripts and resume. PTTP students must have a minimum of 6 units of completed college coursework to be eligible. These students will be pre-screened by PTTP staff. Eligible students will be referred to the PTTP-YMCA Internship Application for potential employment.
- IV. The YMCA will provide PTTP students an opportunity to apply and interview for any open positions. Once an interview has been conducted and position offered, the employee will undergo the intake process, to include background and health clearances.

Background checks include Live Scan fingerprints, TB Test, Drug Testing and Reference Checks.

- V. The YMCA shall assign PTTP students with duties and responsibilities that commensurate their educational backgrounds, employment level, and paraprofessional potential with the understanding that these workplace learning opportunities are designed for gaining new skills in preparation for future careers in education.
- VI. The YMCA certifies that PTTP students will be employed and compensated in accordance with labor laws of the United States and the State of California for the duration of the Internship and that they will be covered under the YMCA Workers' Compensation policy;
- VII. With both parties serving as training support, the YMCA-employed PTTP student will simultaneously begin their internship with the PTTP Internship Program for the duration of the first 30 hours of YMCA employment.
- VIII. YMCA shall inform PTTP of any difficulties arising from the work of a YMCA-employed PTTP student, including but not limited to, attendance, attitude, accidents, etc. This is to allow PTTP to work in partnership with the YMCA to determine possible remedies/improvements for a PTTP student prior to any major issues or loss of placement that may arise.
- IX. YMCA shall assist PTTP in completing performance evaluations on each YMCA-employed PTTP student as necessitated by the PTTP Internship Program. Evaluations shall be completed and shared with PTTP staff within the policies and practices of the YMCA.
- X. YMCA shall provide commercial general liability in an amount no less than \$1 million per occurrence to cover YMCA-employed PTTP student. YMCA shall furnish SCC a certificate of insurance with endorsement naming Rancho Santiago Community College District as additional insured.
- XI. YMCA shall defend, indemnify, and hold RSCCD, its officers, agents, and employees harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of or caused by (a) any work performed by student for YMCA under YMCA's direction and control, (b) any work performed by students on YMCA's premises, and (c) any negligent acts or omissions or willful misconduct on the part of YMCA, its officers, agents, or employees, or student, arising from the Internship Program. However, YMCA's obligations under this provision of the Agreement shall only be in proportion to and to the extent Damages are caused by YMCA and/or student.

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

XIII. Miscellaneous Provisions


- a. Authority. The undersigned individuals hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and each party represents that which Agreement constitutes a legal and binding obligation of the Parties.
- b. Severability. It is agreed that if any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, then so long as such determination shall not affect any other material provisions of this Agreement and continue to allow this Agreement to be performed in the reasonable expectations of both Parties, then this Agreement and all such other provisions shall remain in full force and effect.
- c. Notices. Any notice required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such Party set forth below:

Santiago Canyon College
Contact Information
Santiago Canyon College
8045 E. Chapman Ave.
Orange, CA 92869
Attn: Janis Perry
Professor of Education
Pathways to Teaching Program Director
Tel: (714) 628-4779
perry_janis@sccollege.edu

YMCA of Orange County
Contact Information
YMCA of Orange County
13821 Newport Ave, Suite 200
Tustin, CA, 92780
Attn: Dorain Cassell
Executive Director-North Division
Tel: (714) 508-7619
dcassell@ymcaoc.org

- d. Complete Agreement. This Agreement represents the Parties' final and complete agreement, and this Agreement shall supersede all other understandings, discussion, and/or agreements between the Parties with regard to the subject matter in the Agreement.
- e. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California and in effect at the time of the execution of this Agreement.
- f. Counterparts. The Parties agree that separate copies of this Agreement be signed by each of the Parties to the Agreement and these copies will have the same force and effect as if the original had been signed by all Parties.

IN WITNESS THEREOF, the Parties have executed this Agreement effective as of the Effective Date.

<p>Rancho Santiago Community College District on behalf of Santiago Canyon College</p> <p>By _____</p> <p>Name: Adam M. O'Connor</p> <p>Title: Interim Vice Chancellor, Business Operations & Fiscal Services</p>	<p>YMCA of Orange County</p> <p>By  _____</p> <p>Name: Christine Salas</p> <p>Title: VP of Human Resources</p>
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Division of Continuing Education

To:	Board of Trustees	Date: January 11, 2021
Re:	Approval of Agreement with South Bay Workforce Investment Board	
Action:	Request for Approval	

BACKGROUND

The Orange County Workforce Investment Board and Santa Ana Work Center have partnered with South Bay Workforce Investment Board to manage the Eligible Training Provider List that allows instructional partners and students to get reimbursed for expenses. Training providers need to submit an application and enter into an agreement in order to be on the list.

ANALYSIS

This agreement allows the following Santiago Canyon College Noncredit programs to be listed on the Eligible Training Provider List: Nursing Assistant Certificate and Behavior Technician Program. Although the classes are tuition free being included on the list will allow students to be able to get assistance from the Workforce Investment Boards for support for childcare, transportation, books and other needed resources to assist with the successful completion of these programs.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with South Bay Workforce Investment Board as presented.

Fiscal Impact:	Not applicable	Board Date: January 11, 2021
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	

1 **AGREEMENT NO. 20-W227**

2 THIS AGREEMENT is made and entered into this 12th day of January, 2021 by and
3 between the South Bay Workforce Investment Board, Inc., hereinafter referred to as "SBWIB, Inc.", a
4 non-profit public benefit corporation, on behalf of the City of Inglewood, hereafter referred to as
5 "City", and **Santiago Canyon College – Rancho Santiago Community College District** hereinafter
6 referred to as "Training Provider".

7 WHEREAS, the City has entered into agreements with several California Workforce
8 Investment Areas for the purpose of providing for the delivery of employment training services
9 under the Federal Workforce Innovation and Opportunity Act (WIOA), Welfare- to-Work and other
10 eligible grant participants; and

11 WHEREAS, the City on behalf of the SBWIB, Inc., have entered into an Agreement with the
12 SBWIB, Inc., to be the Designated Administrator of the SBWIA; and

13 WHEREAS, pursuant to said Agreements, City is receiving and will be receiving federal funds
14 from the Family Economic Security Act, as amended, and the Workforce Innovation and Opportunity
15 Act and its implementing regulations for the purpose of providing training to eligible participants,
16 and other funding sources as may be identified for the purpose of providing training to eligible WIOA
17 participants and eligible CalWORKs participants; and

18 WHEREAS, Training Provider has submitted a successful proposal and other documentation
19 showing its business operations; and

20 WHEREAS, Training Provider represents itself as being qualified and capable of providing
21 said services in accordance with all the rules and regulations developed to implement said statutes
22 and in accordance with the terms and conditions of this Agreement;

23 NOW, THEREFORE, in consideration of the preceding recitals and the mutual obligations of
24 the parties as expressed herein agree as follows:

25 **I -- TRAINING PROVIDER REQUIREMENTS/RESPONSIBILITIES**

1 Training Provider shall be required to provide classroom training in accordance with
2 Classroom Training Individual Referral (CTIR) agreement requirements and as set forth in the
3 Exhibits which are listed below, attached hereto and incorporated herein by this reference:

4 Exhibit "A"-- Program Outline

5 Exhibit "B"-- Completion Competencies

6 Exhibit "C"-- Training Provider Required Documents

7 Exhibit "D"-- Program Plan and Performance Standards

8 Exhibit "E"-- Statement of Business Ownership

9 A. Further Responsibilities

10 Training Provider shall:

11 1. Provide services funded under this Agreement only to individuals
12 determined eligible under WIOA, Welfare-to-Work guidelines, and/or other special project funding
13 guidelines as designated by the South Bay Workforce Investment Area and City.

14 2. Provide facilities which are adequate to fulfill the requirements of this
15 Agreement.

16 3. Provide documents as set forth in Exhibit "C", before this Agreement
17 can be implemented.

18 4. Provide services as described in Program Plan, Exhibit "D".

19 5. Upon acceptance of client referrals, continue to provide classroom
20 training until client has completed all of the training hours and/or modules of the program and
21 applicable testing as reflected in the agency's curriculum and Exhibits "A" and "B".

22 B. Reports and Records

23 1. Training Provider agrees to provide reports, books, records and data
24 related to program activities funded by this Agreement. Upon written request, attendance records
25 shall be submitted to case manager(s), or other responsible party(s) on a monthly basis, and/or every
26 two (2) weeks if participant is receiving needs-based, or needs-related payments.

1 Training Provider shall fully cooperate with authorized representatives of the South Bay
2 Workforce Investment Area, its designees or agents, the City, State, and Federal governments
3 including independent auditors, seeking to interview any program participant or staff member of
4 Training Provider, or to evaluate, inspect and/or monitor those facilities and operations of Training
5 Provider that are directly involved in the implementation of programs funded through this
6 Agreement.

7 C. Performance Review

8 Training Provider performance will be reviewed quarterly and/ or at intervals deemed
9 appropriate by funding source by appropriate staff or committees and will be based on program
10 performance as detailed in Exhibit "D."

11 D. Monitoring

12 Monitoring of activities funded through this Agreement, including unscheduled site visits, will be
13 conducted throughout the agreement period to assure program quality. The Training Provider
14 agrees to be responsible for the internal monitoring of all activities encompassed by this Agreement.

15 **II – COMPENSATION**

16 A. The parties agree that this shall be a tuition reimbursement agreement.
17 Compensation for the services covered by this Agreement shall be at a rate less than or equal to the
18 published tuition rate of Training Provider, and shall be disbursed in accordance with tuition
19 reimbursement and refund policies agreed to by Training Provider. SBWIB, Inc., shall be reimbursed
20 any amount of Pell or other Education Assistance payments made to Training Provider for training
21 costs on behalf of WIOA, Welfare to Work and/or other special funded participants. Pell grant may
22 not be used to meet the supportive service(s) needs of participant(s). All tuition is paid upon
23 participants completing a minimum of five days of classroom training. SBWIB, Inc., shall be entitled
24 to the same refund policy and procedures as applied to all other students. SBWIB, Inc., shall process
25 the billing as received and issue payment therefore as soon as reasonably practicable and in the
26 ordinary course of SBWIB, Inc., business. Compensation shall be made as stipulated herein and in

1 accordance with South Bay Workforce Investment Area /WIOA directives, and tuition reimbursement
2 procedures.

3 B. Upon participant completing five days of classroom training, Training Provider shall
4 submit to South Bay Workforce Investment Area, a voucher with an original copy of the referring
5 training voucher, and a copy, signed by Training Provider and participant, of the Training Provider's
6 Enrollment Agreement Form for the participant. Payment shall be made to Training Provider per
7 participant upon verification that participant has completed five (5) days of classroom training as
8 evidenced by time sheets, attendance records signed by the participant, or by any other process
9 determined by South Bay Workforce Investment Area.

10 C. City also reserves the right to make compensation payment to Training Provider at any
11 time during the Agreement period. City reserves the right in order to comply with Federal or State
12 expenditure guidelines to make compensation payments to Training Provider for services obligated
13 to be performed, but not yet completed due to unforeseen circumstance(s). In this regard, with
14 mutual agreement and understanding, a payment schedule may be developed based on
15 performance benchmarks for special projects.

16 C.1 **Behavior Technician Program (40 hours/ 8 weeks)**. In no case can the total
17 amount of expenditure by City under this Agreement exceed the sum of **\$100.00** for testing fees per
18 participant trained in the training-related occupation of **Behavior Technician** in accordance with
19 Exhibits "A" and "B."

20 C.2 **Nursing Assistant Certification (CNA) (170 hours/13 weeks)**. In no case can the
21 total amount of expenditure by City under this Agreement exceed the sum of **\$500.00** for books,
22 supplies, materials uniform (s), State exam, and tools per participant trained in the training-related
23 occupation of **Certified Nurse Assistant** in accordance with Exhibits "A" and "B."

24 D. The SBWIB, Inc., reserves the right to withhold or refuse payment for late forms,
25 including but not limited to invoices, Classroom Referral Individual Training Account (CRITA) forms
26 and other documents required from the Training Provider and/or referring entity (s). SBWIB, Inc.,

1 South Bay Workforce Investment Area reserve the right to withhold or refuse payment of any portion
2 of service (s) or consideration not rendered by Training Provider and/ or received from participant
3 as stipulated herein. In accordance with Training Provider's tuition refund policies, applicable State
4 tuition refund requirements, and/or mutually agreed and stipulated herein, the payable cost shall be
5 reimbursed to Training Provider upon verification of completion of training, or on a pro rata basis
6 per training hour completed for those participants who do not complete the training. In every case,
7 the more restrictive of these provisions shall prevail.

8 E. The sum(s) agreed to in Section II C shall include all costs associated with training
9 and placement services which are to be provided under this Agreement. Training Provider shall
10 make no additional claims for costs, charges, or fees, nor shall Training Provider receive additional
11 payment or any form of reimbursement from the City, South Bay Workforce Investment Area,
12 individual participants or any other party, other than as specifically detailed in this Agreement.

13 F. Equitable Pricing Provision: The Training Provider has provided to the SBWIB, Inc.,
14 on behalf of the South Bay Workforce Investment Area, what it believes is a proper and competitive
15 price for its services under this Agreement. The Training Provider also agrees that in the event the
16 same or similar service is contracted to any individual or other governmental agency, that SBWIB,
17 Inc., will automatically receive the lesser price offered to the other entity(s).

18 G. Non-liability of clients: Under no circumstances shall the Training Provider hold or
19 attempt to hold client liable or in any way responsible for satisfying the monetary or other
20 obligations which this Agreement imposes on SBWIB, Inc., or any of its Agencies. Any attempt by
21 Training Provider to do so shall be considered a breach of this Agreement.

22 **III -- TERM OF AGREEMENT**

23 Training Provider shall commence performance under the terms of this Agreement as of the
24 date of the SBWIB, Inc.'s notice to proceed. Unless sooner terminated as provided herein, this
25 Agreement shall expire on **June 30, 2023**. However, Training Provider may continue to perform,

1 complete and be compensated for services rendered after June 30, 2023 for those activities covered
2 by this Agreement and begun prior to said expiration date.

3 **IV – MODIFICATIONS**

4 This Agreement fully expresses the agreement of the parties. Any modification or
5 amendment of the terms or conditions of this Agreement must be by means of a separate written
6 document approved by the SBWIB, Inc. No oral conversation between any officer or employee of
7 the parties shall modify this Agreement in any way.

8 **V- CERTIFICATION**

9 A. Child Support Certification: Training Provider, by signing this Agreement hereby
10 certifies compliance with the Child Support Compliance Act of the State of California, as
11 implemented by the Employment Development Department. Training Provider assures that to the
12 best of its knowledge, it is fully complying with the earnings assignment orders of all employees,
13 and is providing the names of all new employees to the New Hire Registry maintained by the
14 California Employment Development Department. Training Provider recognizes and acknowledges
15 the importance of child and family support obligations and shall fully comply with applicable state
16 and federal laws relating to child and family support enforcement, including, but not limited to,
17 disclosure of information and compliance with earnings assignment orders, as provided in Chapter
18 8 (commencing with Section 5200) Part 5 of Division 9 of the Family Code. Training Provider's failure
19 to comply with these requirements may result in suspension of payments under the Agreement or
20 termination of the Agreement or both and the Training Provider may be ineligible for award of future
21 Agreements if City determines that any of the following has occurred: (1) False certification, or (2)
22 Violation the certification by failing to carry out the requirements as noted above.

23 B. Disbarment and Suspension Certification: By signing this Agreement, Training
24 Provider hereby certifies, under penalty of perjury under laws of the State of California, the Training
25 Provider will comply with Regulations implementing Executive Order 12549, Debarment and

1 Suspension, 29 CRT, Part 98, section 98.510, that the prospective participant, to the best of its
2 knowledge and belief, that it and its principals:

3 1. Are not presently debarred, suspended, proposed for debarment, declared
4 ineligible, or voluntarily excluded from covered transitions by any federal department of agency;

5 2. Have not within a three-year period preceding this proposal been convicted
6 of or had a civil judgment rendered against them for commission of fraud or a criminal offense in
7 connection with obtaining, attempting to obtain, or performing a public (federal, state, or local)
8 transaction or contract under a public transaction, violation of federal or state antitrust statutes, or
9 commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making
10 false statements, or receiving stolen property;

11 3. Are not presently indicated for or otherwise criminally or civilly charged by a
12 government entity (federal, state or local) with commission of any of the offenses enumerated in
13 paragraph 2 of this certification;

14 4. Have not within a three-year period preceding this Agreement had one or
15 more public transactions (federal, State, or local) terminated for cause of default.

16 5. Where the prospective primary participant is unable to certify to any of the
17 statements in this certification, such prospective participant shall attach an explanation to this
18 Agreement.

19 C. Lobbying Restrictions: By signing this Agreement the Training Provider hereby
20 assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR
21 Part 93.

22 1. No federal appropriated funds have been paid, by or on behalf of the
23 undersigned, to any person for influencing or attempting to influence an employee of Congress, an
24 officer or employee of Congress, or an employee of a Member of Congress, in connection with this
25 Agreement.

1 2. If any funds other than federal appropriated funds have been paid or will be
2 paid to any person for influencing or attempting to influence an officer or employee of an agency, a
3 Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress,
4 in connection with this Agreement, the Training Provider shall complete and submit standard for -
5 LLL, :Disclosure Form to Report Lobbying”, in accordance with its instructions.

6 D. Nepotism: By signing this Agreement the Training Provider certifies that it shall not
7 hire or permit the hiring of any person in a position funded under this Agreement if a member of
8 the person’s immediate family is employed in an administrative capacity by the Training Provider.
9 For the purpose of this Agreement, the term “immediate family” means spouse (common law or
10 otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-
11 in-law, mother-in-law, father-in-law, aunt, uncle, nephew, step-parent, step-child, or such other
12 relationship which should give rise to a substantial appearance of impropriety if the person were to
13 be hired by the Training Provider. The term “administrative capacity” means persons who have
14 overall administrative responsibility for a program, including but not limited to selection, hiring, or
15 supervisory responsibilities.

16 E. Drug Free Workplace Compliance: By signing this Agreement the Training Provider
17 hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990
18 (Government Code Section 8350-8351) and will provide a drug free workplace by taking the
19 following actions:

20 1. Publish a statement notifying employees that unlawful manufacture,
21 distribution dispensation, possession, or use of a controlled substance is prohibited and specifying
22 actions to be taken against employee for violations as required by Government Code Section
23 8355(a)(1).

24 2. Establish a Drug-Free Awareness Program as required by Government Code
25 Section 8355(b) to inform employees of the following:

26 a. The dangers of drug abuse in the workplace;

- b. The person's or organization's policy of maintaining a drug -free workplace;
- c. Any available counseling, rehabilitation, and employee assistance programs;
- d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Government Code Section 8355(c), that every employee who works with the proposed activity:

- a. Will receive a copy of the company's drug-free policy statement, and;
- b. Will agree to abide by the terms of the company's drug-free workplace policies.

F. Nondiscrimination Clause: By signing this agreement and as a condition to the award of financial assistance from the Department of Labor under Title I WIOA, the Training Provider assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal assistance:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency, pursuant Executive Order 13166), age disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participant in any WIOA Title I-financially assisted program or activity;

2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;

3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

1 Workforce Innovation and Opportunity Act (WIOA), Part 652, Section 667.600 and Section 188 of
2 WIOA as amended which may be used by WIOA participants to file complaints and grievances
3 against the Training Provider.

4 B. Training Provide also agrees to maintain a grievance procedure and provide SBWIB,
5 Inc., and each participant with a copy of its internal complaint resolution procedures upon
6 enrollment into the program or during orientation.

7 C. Training Provider shall not discriminate or retaliate against any person, or deny to
8 any person a benefit to which that person is entitled under the provision of the WIOA or WIOA
9 Regulations because such person has filed a complaint, has instituted or caused to be instituted any
10 proceeding under or related to the Act, has testified or is about to testify in any such proceeding or
11 investigation, or has provided information or assisted in any investigation.

12 D. Training Provider shall permit the Directorate of Civil Rights (or a representative)
13 access to its premises, participants, employees, books and papers should the need arise during a
14 complaint investigation.

15 **VIII -- TERMINATION AND SUSPENSION OF FUNDING**

16 **A. Suspension**

17 1. It is mutually understood and agreed that failure to comply with any
18 provisions of this Agreement, its Exhibits and Attachments is cause for suspension of payments
19 and/or referrals.

20 2. SBWIB, Inc., may immediately suspend payments to Training Provider prior
21 to termination of the Agreement in whole or in part for the following causes(s):

22 a. Failure to comply in any respect with either the terms and/or
23 conditions of this Agreement.

24 b. Submittal to SBWIB, Inc., and/or Administrative Entity of reports
25 which are incorrect or incomplete in any substantial or material respect.

1 c. Termination or suspension of grant(s) to SBWIB, Inc., from the
2 Federal or State Governments.

3 d. Failure of Training Provider to accept and/or implement any
4 additional conditions that may be required by law, by the Federal government, Executive Order or
5 by regulation of the State, or its agencies responsible for the operation of this program, or South
6 Bay Workforce Investment Area.

7 3. Upon suspension of funds, for whatever reason, Training Provider agrees not
8 to expend any further funds related to the performance of this Agreement without the express,
9 written consent of SBWIB, Inc.

10 B. Termination

11 1. This Agreement may be terminated in whole or in part by SBWIB, Inc., for
12 cause, which shall include:

13 a. Failure for any reason of the Training Provider to fulfill in a timely and
14 proper manner any of its obligations under this Agreement.

15 b. Suspension or termination by the Department of Labor or the State
16 of the grant to SBWIB, Inc., and/or Administrative Entity under this Agreement.

17 c. Improper use by Training Provider of funds furnished under this
18 Agreement.

19 d. Failure to meet performance standards as stipulated in Exhibit "D",
20 attached.

21 2. This Agreement may be canceled by either party without cause upon 30 days
22 written notice prior to the effective date of such termination which shall be specified in the notice.

23 3. Upon termination or cancellation of this Agreement, Training Provider shall
24 be responsible for preparation of close out reports and transmittal to SBWIB, Inc., of all documents
25 which are in the possession of Training Provider that relate to the conduct of the program within the
26 time and within the manner prescribed by SBWIB, Inc. Final payment to Training Provider under

1 this Agreement will be made only after SBWIB, Inc., has determined that Training Provider has
2 satisfactorily completed said close-out procedures.

3 IX -- ASSIGNMENTS AND SUBCONTRACTS

4 Training Provider shall neither assign this Agreement nor enter into any subcontract for the
5 performance of services required herein without securing the prior consent of SBWIB, Inc.

6 X – INSURANCE

7 A. Certificates of Insurance

8 Training Provider shall furnish to SBWIB, Inc., evidence of any insurance required by
9 this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of
10 California will be provided, indicating that the respective policy(s) meets the following requirements:

11 1. The City, SBWIB, Inc., its officers, employees, and agents shall be named as
12 additional insured and are listed on the certificate as certificate holder.

13 2. Insurance shall not be canceled or terminated without 30 days written notice
14 to SBWIB, Inc.

15 3. Insurance shall be primary and any insurance held by SBWIB, Inc., for its own
16 protection shall be excess and shall be effective only upon exhaustion of Training Provider's
17 insurance.

18 4. Insurance shall be maintained for the duration of the Agreement, including
19 any period extended beyond the expiration date of this Agreement required to complete perfor-
20 mance as stipulated in Section III.

21 B. General Liability Insurance

22 Training Provider shall procure and maintain general liability insurance protecting Training
23 Provider and City, SBWIB, Inc., its officers, employees, and agents against claims arising from bodily
24 injury or death to persons occurring on Training Provider's business premises or otherwise through
25 Training Provider's operation or performance under this Agreement. Said insurance shall consist of

1 combined single limit liability coverage in an amount of \$1,000,000 or equivalent coverage as
2 approved by the Legal Counsel of SBWIB, Inc.

3 C. Automobile Insurance

4 If a Training Provider, in conducting activities under this Agreement, uses motor vehicles, the
5 Training Provider shall insure that the City, SBWIB, Inc., its officers, employees, and agents are held
6 harmless against claims arising from the ownership, maintenance or use of said motor vehicles. In
7 addition, Training Provider shall provide insurance through a commercial insurance company
8 authorized to do business in the State of California. The coverage shall be \$1,000,000 combined
9 single limit liability, or such other equivalent coverage approved by the Legal Counsel for the SBWIB,
10 Inc. If Training Provider does not use motor vehicles in conducting activities, a waiver may be
11 granted by the Legal Counsel of the SBWIB, Inc., on behalf of the City.

12 D. Worker Compensation

13 Training Provider shall provide worker compensation insurance coverage and benefits as
14 required by the California Labor Code, covering all employees of Training Provider and, if applicable,
15 other comparable insurance coverage such as medical and accident insurance for those participants
16 enrolled in classroom training or similar programs and not qualifying as employed under worker
17 compensation, as required by State or Federal law.

18 E. Self-Insurance

19 Notwithstanding the insurance required above, the SBWIB, Inc., at its own option, may accept
20 as an equivalent for any such coverage, evidence of an on-going program of self-insurance together
21 with excess coverage. Said equivalent, in order to satisfy the requirements herein contained, shall
22 be subject to approval of the Legal Counsel of the SBWIB, Inc.

23 F. Insurance for Internships/Externships

24 Training Provider will be responsible to ensure that the appropriate insurance coverage for
25 participants will remain in effect during internship/externship that is required in the performance of
26 this Agreement.

1 **XI -- HOLD HARMLESS**

2 Training Provider agrees to indemnify, defend, save and hold harmless SBWIB, Inc./City and
3 their respective officers, employees, and agents against any and all costs, expenses, claims, suits,
4 and liability for bodily or personal injury to or death of any person and for injury to or loss of any
5 property, or for any indebtedness or obligations, resulting there from or arising out of and in any
6 way connected with the alleged negligent or wrongful acts or omissions of Training Provider, its
7 officers, employees, Training Providers, agents or representatives, while performing or failing to
8 perform any services required herein to be performed by Training Provider or incurred by Training
9 Provider in disbursing or using any WIOA funds, Welfare-to-Work funds, or special project funds
10 under this Agreement.

11 City, SBWIB, Inc., Its officers, employees, and agents, by this Agreement shall not assume any
12 liability nor shall they be liable for the negligent or wrongful acts or omissions or for any
13 indebtedness or obligations of Training Provider or any of its officers, employees, Training
14 Providers, agents or representatives thereof attributable to the services required to be performed or
15 caused by the disbursement and use of WIOA funds by Training Provider under this Agreement.

16 **XII-- OCCUPATIONAL SAFETY AND HEALTH ACT**

17 Training Provider agrees to provide all participants with safety and health protection which
18 shall be at least as effective as that which would be required under the Occupational Safety Health
19 Act of 1970 as amended if the participants were employees of the Training Provider. Training
20 Provider shall also comply with the provisions of the California Occupational Safety and Health Act
21 as amended.

22 **XIII -- FEDERAL, STATE, AND LOCAL COMPLIANCE**

23 Training Provider shall comply with the Americans with Disabilities Act (ADA) of 1990; the
24 California Public Records Act; applicable Drug Free Workplace requirements; all other Federal, State,
25 County and local laws, rules and regulations applicable to the performance of this Agreement;
26 policies and operating requirements of SBWIB, Inc., and the South Bay Workforce Investment Area;

1 applicable sections of the South Bay Workforce Investment Area Operations Manual; as well as
2 applicable provisions and standards promulgated by the Department of Labor as they apply to
3 Training Provider.

4 If regulations are amended or revised, Training Provider shall comply with them or notify
5 SBWIB, Inc., within 30 days after promulgation of amendments or revisions that it cannot so
6 conform.

7 **XIV -- FISCAL ACCOUNTABILITY**

8 Training Provider shall maintain a sound, auditable financial management system, based
9 upon generally accepted accounting principles (GAAP).

10 **XV – NOTICES**

11 All notices to be given in accordance with this Agreement shall be deemed served by (1)
12 enclosing same in a sealed envelope addressed to the party intended to receive the same at the
13 address indicated herein and deposited postage prepaid in the United States Postal Service, or by
14 (2) personal service. For these purposes, the addresses of the parties shall be as follows:

15 **South Bay Workforce Investment Board, Inc.**

16 11539 Hawthorne Blvd, 5th Floor
17 Hawthorne, California 90250
18 Contact: Contract Administration Unit
19 Phone: (310) 970-7700
20 FAX: (310) 970-7714

21 **Training Provider**

22
23 Rancho Santiago Canyon College – Rancho Santiago Community College District
24 Contact: Christine Gascon, Interim Executive Dean
25 2323 N. Broadway
26 Santa Ana, CA. 92706
27 Phone: (714) 628 5969 FAX: N/A

28 **XVI – AUDITS**

29
30 Training Provider shall adhere to applicable requirements of OMB Circular A-133.

31 **XVII -- ENTIRE AGREEMENT**

1 This Agreement, including all Exhibits, constitutes the entire agreement of the parties and
2 supersedes any previous oral negotiations or written expressions of intent between the parties.

3 *////*

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1 IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above
2 written.

3 **TRAINING PROVIDER**

4
5 By: Rancho Santiago Canyon College – Rancho Santiago Community College District

6 Signature: _____

7 Name: Adam M. O'Connor

8
9 Title: Interim Vice Chancellor, Business Operations and Fiscal Services

10
11
12
13 **SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.**

14
15
16 _____
17 Jan Vogel, Chief Executive Officer

18
19
20
21 **APPROVED AS TO FORM:**

22
23
24
25 _____
26 Jack Ballas, Attorney-at Law

EXHIBITS

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- 1. EXHIBIT "A" – PROGRAM OUTLINE**
- 2. EXHIBIT "B" – COMPLETION COMPETENCIES**
- 3. EXHIBIT "C" – VENDOR REQUIRED DOCUMENTS**
- 4. EXHIBIT "D" – PROGRAM PLAN/PERFORMANCE**
- 5. EXHIBIT "E" STATEMENT OF BUSINESS OWNERSHIP**

ATTACHMENTS:

- i: Vendor Authorized Signature Page**
- ii: Itemized Cost Listing**
- iii: Bidder Information Sheet**

EXHIBIT A -PROGRAM OUTLINE

RECEIVED
By Venessa Greenfield at 3:17 pm, Sep 04, 2020

Title of Training Program: Nursing Assistant Certificate (CNA)		Type of Training: <input checked="" type="checkbox"/> Classroom <input type="checkbox"/> Online <input type="checkbox"/> Distance Learning	
Maximum Total Cost Per Student \$ 500.00 (e.g., 3 qtrs. to complete @ \$500/qtr. = \$1,500)		Total # of Hours 170 and Weeks 13 To Complete Certification	
Minimum Entry Wage for Occupation: \$ 15.00 /HR. Average Entry Wage for Occupation \$ 15.97 /HR		Pell Grant Eligible <input type="checkbox"/>	
Target Sector: Health Care and Social Assistance		Cost Breakdown	
Target Occupation: Certified Nurse Assistant (CNA)		Tuition	\$ 0.00 License Fee \$ 0.00
Enrollment Schedule: Three enrollment cycles per year: spring, summer and fall.		Registration	\$ 0.00 Tools \$ 0.00
		Books	\$ 100.00 Testing Fee (Identity) \$ 100.00
		Supplies & Materials	\$ 75.00 Other Fees \$ 225.00
Address of Training Site(s):		Selection Criteria: Please list any other criteria that is not listed in the catalog.	
Santiago Canyon College, 8045 E. Chapman Ave., Room U-80 Orange, CA 92869		College and Workforce Preparation Center, 1572 N. Main St., Orange, CA 92867	
		Prerequisites: _____	
		How Measured: _____	

Title of Training Program: Behavior Technician Program		Type of Training: <input checked="" type="checkbox"/> Classroom <input checked="" type="checkbox"/> Online <input checked="" type="checkbox"/> Distance Learning	
Maximum Total Cost Per Student \$ 100.00 (e.g., 3 qtrs. to complete @ \$500/qtr. = \$1,500)		Total # of Hours 48 and Weeks 8 To Complete Certification	
Minimum Entry Wage for Occupation: \$ 13.00 /HR. Average Entry Wage for Occupation \$ 11 /HR *\$24.38		Pell Grant Eligible <input type="checkbox"/>	
Target Sector: Health Care and Social Assistance		Cost Breakdown	
Target Occupation: Behavior Technician/ Behavior Analysis Technician		Tuition	\$ License Fee \$
Enrollment Schedule: Five enrollment cycles per year: Two in the spring, one in the summer and two in the fall.		Registration	\$ Tools \$
		Books	\$ Testing Fee (Identity) \$ 100.00
		Supplies & Materials	\$ Other Fees \$
Address of Training Site(s):		Selection Criteria: Please list any other criteria that is not listed in the catalog.	
College and Workforce Preparation Center, 1572 N. Main St., Orange, CA 92867			
		Prerequisites: _____	
		How Measured: _____	

Title of Training Program:		Type of Training: <input type="checkbox"/> Classroom <input type="checkbox"/> Online <input type="checkbox"/> Distance Learning	
Maximum Total Cost Per Student \$ 0.00 (e.g., 3 qtrs. to complete @ \$500/qtr. = \$1,500)		Total # of Hours _____ and Weeks _____ To Complete Certification	
Minimum Entry Wage for Occupation: \$ _____ /HR. Average Entry Wage for Occupation \$ _____ /HR		Pell Grant Eligible <input type="checkbox"/>	
Target Sector: _____		Cost Breakdown	
Target Occupation: _____		Tuition	\$ License Fee \$
Enrollment Schedule: _____		Registration	\$ Tools \$
		Books	\$ Testing Fee (Identity) \$
		Supplies & Materials	\$ Other Fees \$
Address of Training Site(s):		Selection Criteria: Please list any other criteria that is not listed in the catalog.	

_____		Prerequisites: _____	
_____		How Measured: _____	

EXHIBIT B**COMPETENCIES**

Title of Training: Behavior Technician ProgramTraining Provider Name: Santiago Canyon College Division of Continuing Education - RancTraining Length: 48 Hours 8 Weeks

***List skills, knowledge and ability student will have obtained upon completion of training; how skills are measured and minimum score required for passing**
(EXAMPLE: Completion of class min. overall score will be 70%)

***Student will be able to:**

	Competency	Measurement	Minimum Score
1.	Explain the scope of practice and role of a Behavior Technician	Quiz/Discussion Board	70%
2.	Make decisions based on laws & ethics for field of ABA, including avoiding dual relationships; adhere to HIPAA	Quiz/Discussion Board	70%
3.	Describe basic behavior analytic processes, such as operant conditioning, reinforcement, and motivating	Quiz/Discussion Board	70%
4.	Give examples that demonstrate stimulus control and demonstrate transfer of stimulus control procedures (e.g.	Quiz/Discussion Board	70%
5.	Give examples of antecedent interventions, ie behavioral moment, non-contingent & differential reinforcement	Quiz/Discussion Board	70%
6.	Give examples of consequence interventions, such as response blocking, extinction, and overcorrection.	Quiz/Discussion Board	70%
7.	Describe schedules of reinforcement (interval, ratio, fixed, and variable)	Quiz/Discussion Board	70%
8.	Describe types of reinforcement and punishment and recognize them in scenarios	Quiz/Discussion Board	70%
9.	Define and give examples of verbal operants (e.g. mands, tacts, intraverbals, and echoics)	Quiz/Discussion Board	70%
10.	Demonstrate behavior analytic teaching methodologies	Quiz/Discussion Board	70%
11.	Describe and give examples of generalization and maintenance	Quiz/Discussion Board	70%
12.	Name the 4 main functions of behavior and demonstrate continuous and discontinuous measurement procedures	Quiz/Discussion Board	70%
13.	Describe the parts and function of a Behavior Intervention Plan	Quiz/Discussion Board	70%
14.	Describe all aspects of the role of a Behavior Technician (e.g. interventions, reinforcements, and methodologies.	Final Cumulative Project	80%

EXHIBIT B**COMPETENCIES**

Title of Training: Nursing Assistant Certificate (CNA)Training Provider Name: Santiago Canyon College Division of Continuing Education - RancTraining Length: 170 Hours 13 Weeks

***List skills, knowledge and ability student will have obtained upon completion of training; how skills are measured and minimum score required for passing**
(EXAMPLE: Completion of class min. overall score will be 70%)

***Student will be able to:**

	Competency	Measurement	Minimum Score
1.	Basic Nursing Skills	Test	70%
2.	Body Mechanics	Test	70%
3.	Charting & Observation	Test	70%
4.	Communicate Effectively -Employability/Interpersonal Skills	Test	70%
5.	Death & Dying	Test	70%
6.	Medical Ethics & Confidentiality	Test	70%
7.	Nutrition	Test	70%
8.	Patient/Environmental Safety	Test	70%
9.	Patient's Rights & Needs / Abuse -Preventing, Recognizing, Reporting	Test	70%
10.	Patient Care Skills	Test	70%
11.	Restorative/Rehabilitative Care	Test	70%
12.	Title 22	Test	70%
13.	Universal Precautions	Test	70%
14.	Vital Signs / Weights & Measures	Test	70%

EXHIBIT "C"
TRAINING PROVIDER'S REQUIRED DOCUMENTS

Training Provider agrees to provide South Bay Workforce Investment Area with the following documents. Enrollments will be withheld pending receipt, acceptance (and/or approval where indicated by asterisk) of these documents by Administrative Entity, the SBWIB, Inc., its Committees or SBWIB, Inc. Legal Counsel.

ONE COPY OF EACH OF THE FOLLOWING AS NOTED: (South Bay Workforce Investment Area will check N/A if not applicable.)

- N/A 1. **Current Certification(s)** by Bureau for Private Postsecondary Education (BPPE):
Facility __ Curriculum __ Instructor In the event of any changes in facilities, curriculum, and/or instructor(s), or if renewals are required, Training Provider shall obtain BPPE certification for the changes and renewals and forward copies of same to SBWIB, Inc.
2. **Check type of organization:**
Public Private for Profit __ Corporation __ Partnership __ Proprietorship
- Legal Status Documents:**
- N/A Articles of Incorporation with State of California Certification
- N/A By-Laws of Corporation
- N/A Fictitious Name Statement
- N/A Business License
- N/A Non-profit status letter from IRS [i.e. 501©)(3)] for non-profit agencies (if applicable).
- X Other: Training Provider Certification Form(s)/Contract Application
- X 3. Program Orientation Packet
- X 4. Grievance Procedures
- X 5. Training Provider Policies, including, but not limited to absentee/lateness policy, Holiday schedule, and disciplinary procedures.

OTHER DOCUMENTS:

Administrative and fiscal information:

- X 1. Completed South Bay Workforce Investment Area Authorized Signature form listing names and signatures of those persons authorized to execute Agreements, contracts, modifications, fiscal statements and other documents for Training Provider.
- X 2. Training Provider shall complete 504 accessibility survey forms prior to written authorization to enroll.
- X 3. Statement of Business Ownership

Required Insurance Certificates:

- X 1. General Liability Coverage with endorsements.*
- X 2. Automobile Liability Coverage with endorsements (if applicable)*
- N/A 3. Public Entity Evidence of Self-Insurance (if applicable)*
- X 4. Workers Compensation Coverage

***Endorsements must name "The City of Inglewood, South Bay Workforce Investment Board, Inc., its officers, employees, and agents" as additional insured.**

EXHIBIT "D"
PROGRAM PLAN/PERFORMANCE STANDARDS

Training Provider Name:

Course Title(s) covered by this Exhibit:

- a. Behavioral Technician
- b. Nursing Assistant Certification (C.N.A.)

I. TRAINING PROVIDER RESPONSIBILITIES:

- A. Administer appropriate pre-tests where applicable.
- B. Provide reason(s) for rejection of applicants first to applicant, with a written summary of said reasons to appropriate referring entity(s).
- C. Insure that the number of participants in classroom training does not exceed State requirements for training or maximum room occupancy.
- D. Provide program orientation to every participant enrolled, with verification of such orientation signed by participant and maintained in each participant's file. Orientation shall include, but not be limited to: Student policies pertaining to disciplinary procedures, grievance procedures, notice of student rights, information on "how students are doing," holiday schedule and attendance requirements and procedures. Training Provider shall adhere to State required five (5) day cancellation policy requirements.
- E. Provide written grievance/complaint resolution and nondiscrimination policies and procedures to applicants and participant with explanation of process. In addition to standard grievance/complaint resolution and non-discrimination procedures, handicapped participants shall also receive grievance/complaint resolution and non-discrimination policies and procedures applicable to handicapped persons. A document verifying receipt of these documents shall be signed and dated and maintained in participant file.
- F. Training Provider shall maintain and make available participant daily attendance records.
- G. Training Provider will provide participant with certificate of successful completion and competency achievement and maintain copies of completed and scored tests described in Exhibit "B" in participant files.
- H. Job Placement Activities:
 1. Training Provider shall provide placement services to WIOA participants that are comparable to services provided to all other students of Training Provider.
- I. Termination other than Placement.
 1. Participant Decision:
If a participant chooses to drop out of the program an exit interview will be held, if possible, to document reason. Training Provider will advise SBWIB, Inc. and appropriate referring entity(s) in writing within two (2) business days of learning of participant's decision.
 2. Training Provider Decision:
If Training Provider determines that a participant can no longer benefit from the program, the Training Provider will:
 - a. First notify appropriate referring entity(s).

- b. Conduct exit interview, providing information to participant in accessing other resources which may be available.

J. Participant Unallowable Activities and Costs:

Training Provider will comply with the following guidelines per Workforce Innovation and Opportunity Act (WIOA) or compensation may be disallowed:

1. Public Service Employment: No funds will be used under this contract for public service employment, subsidized employment with public and non-profit employers providing public services.
2. Sectarian Activities: The employment or training of participants in sectarian activities is prohibited.
3. Political Activities: No financial assistance may be provided for any program which involves political activities.
4. Maintenance of Effort:
 - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours of non-overtime work, wages or employment benefits).
 - b. No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
 - c. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
 - d. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
5. WIOA funds received by agencies or individuals may not be used to assist, promote, or deter unionization.
6. No funds provided under WIOA may be used for contributions on behalf of any participant to retirement systems or plans.
7. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program funded under this Act.
8. Davis Bacon wages shall be paid to participants employed as laborers or mechanics by Training Providers or subcontractors, when working in construction which is assisted under the Act and which is related to a building used for WIOA programs.
9. Funds provided under this Act shall only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds.
10. No funds may be used to assist in relocating establishments, or parts thereof, from one area to another unless such relocation will not result in an increase in unemployment in the area of original location or in any other area.
11. Funds provided under this Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that alternative services or facilities would be more effective or more likely to achieve the service delivery area's performance goals.

- K. Training Provider offering access to federal and/or state education assistance grants shall provide Training Provider with a list of WIOA participants who are receiving financial aid through one or more Education Assistance Programs (including WIOA participants for whom ADA funds were

received) and shall reimburse the SBWIB, Inc. for funds which were used to pay training costs for participants who received financial aid after training began.

II. TRAINING PROVIDER PERFORMANCE

Evaluation Standards:

Training Provider will be evaluated quarterly on all activities conducted under this agreement from July 1st through June 30th. Activity(s) not completed in the program year in which the enrollment occurred will be carried over and evaluated in the following program year or the program year in which the completion occurs. Evaluation of Training Provider performance may include, but not be limited to the following:

- 1) Training-related placement rate at termination shall be: 70%

	<u>Occupation</u>	<u>Rate</u>
a.	Behavior Technician	70%
b.	Certified Nurse Assistant	70%

- 2) Follow-up Entered Employment Rate: The follow-up entered employment rate is the total number of participants employed at 91 days after termination into employment (which has occurred within 90 days from completion of training) divided by the total number of participants terminated at thirteen weeks (91 days).

The follow-up training-related entered employment rate shall be no less than: 70%

- 3) Total Weekly Earnings at Follow-up: Total weekly earnings for all participants employed at 91 days after termination into employment (which has occurred within 90 days from completion of training) divided by the total number of participants employed at thirteen weeks (91 days). Training-related wage rates at placement and at 91 day follow-up shall be no less than:

	<u>Occupation</u>	<u>Minimum</u>	<u>Average</u>
a.	Behavior Technician	\$13.83	\$24.38
b.	Certified Nurse Assistant	\$12.92	\$16.78

- 4) Contract Compliance Capability: Service Provider ability to comply with contract requirements.

- 5) Contract Administration: Administration of Program, including but not limited to:

- a. Documentation
- b. Participant Records
- c. Prompt and accurate invoicing
- d. Cooperation

- 6) Training Provider's Fiscal Accountability: Training Provider shall be monitored for compliance with financial management requirements to ensure that WIOA assets are safeguarded against loss from unauthorized use or disposition. Furthermore, Training Provider shall be required to comply with all applicable California State Tuition Refund Policies.

III. UNDERSTANDINGS

- A. Training Provider understands that this Agreement is a tuition reimbursement contract.

- B. Training Provider agrees that job placement for participants accepted into training program shall be a primary responsibility of Training Provider, including job identification, job solicitation and job development.
- C. Training Provider understands that once a participant is enrolled and costs have been incurred, responsibility for participant's training and placement is assumed.
- D. Training Provider understands that SBWIB, Inc., Administrative Entity, and its agents are charged with tracking and reporting on compliance and performance of all Agreements to the South Bay Workforce Investment Area and/or designated committees. SBWIB, Inc., Administrative Entity, and its agents are required to monitor and provide evaluation information to appropriate persons and committees. Such methods for evaluation may include surveys of participants and employers.
- E. Training Provider understands that this program plan is subject to modification in order to comply with required policies, procedures and/or interpretation of state guidelines.
- F. Training Provider understands that on-site monitoring conducted by SBWIB, Inc., Administrative Entity and/or its agents shall include a review of the financial assistance awards list to find WIOA enrollees and to identify possible WIOA training fund over-payments in order to recover funds from training institution that received education assistance program funds on behalf of WIOA participants.
- G. Training Provider understands that all costs paid out for a participant who is enrolled without written authorization from SBWIB, Inc. prior to enrollment shall be the sole responsibility of the Training Provider. In the event of any disallowed costs, the South Bay Workforce Investment Area will withhold amounts owed the debtor for past services or other considerations already provided in satisfaction of the debt owed or use any other repayment method identified in the South Bay Workforce Investment Area debt collection policy.
- H. The conduct of the parties to this agreement shall be in accordance with Title VI and VII of the Civil Rights Act of 1964, and the rules and regulations promulgated thereunder. In addition,
 - 1. During the performance of this Agreement, the Training Provider, Sub-grantee and its sub-contractees shall not deny the Sub-grants benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, or political affiliation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, marital status, age, sex, or political affiliation. Sub-grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - 2. Training Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Sub-grant.
- I. Training Provider will administer its programs under the Workforce Innovation and Opportunity Act in full compliance with safeguards against fraud, abuse and criminal activity as set forth in WIOA Regulations. Training Provider's employees and participants shall be alert to any instances of fraud, abuse, and criminal activity committed by staff or program participants and report all such instances to the administrative entity within 24 hours of discovery in accordance with requirements and procedures contained in WIOA Regulations. Training Provider shall provide evidence of notification to employees and participants of policies and reporting procedures concerning fraud, abuse and criminal activity.

- J. Training Provider shall provide training in a classroom environmental setting that does not depict religious artifacts, signs, drawings, etc. where participant may be influenced or distracted during the course of normal business operation hours.

EXHIBIT E

TRAINING PROVIDER STATEMENT OF BUSINESS OWNERSHIP

Business Name: Santiago Canyon College Division of Continuing Education- Rancho Santiago C

Business Address: 2323 N. Broadway, Santa Ana, CA 92706

(County) Orange

Contact Person: Christine Gascon No. of employees: 3326

Telephones: (1) 714-628-5969 (2) 714-628-5901 FAX: _____
Primary Alternate

Type of Organization: ___ Public (Govt.) Local Education Agency (LEA)
___ Private for-profit ___ Private non-for-profit
___ Other: _____

Structure: Public Agency If so: ___ Local State ___ Federal
___ Corporation ___ Sole Proprietorship ___ Partnership

Federal Tax ID: 95-2696799

State ID: 800-6798-6

Christine Gascon
SIGNATURE


12/10/2020
DATE

Christine Gascon, Interim Executive Dean
NAME and TITLE of AUTHORIZED REPRESENTATIVE


Santiago Canyon College Division of Continuing Education- Rancho Santiago Community College Dis
ORGANIZATION


Training Provider Authorized Signature Form


The documents identified below require authorized signatures for execution, processing and/or payments. Complete this form, entering the names and signatures of persons authorized to sign the invoices below. Notification of any change in authorized signatures is the responsibility of the Service Provider. Changes without prior notification by the Training Provider may cause a delay in processing payments.


<u>DOCUMENT</u>	<u>TYPE NAME</u>	<u>SIGNATURE</u>
Contract	<u>Adam M. O'Connor</u>	<u> Adam O'Connor (Dec 10, 2020 15:18 PST)</u>
	<u> </u>	<u> </u>

Note: Contract authorization must be given by action of the governing board of the organization or legal owner(s).

Invoices	<u>Christine Gascon</u>	<u> Christine Gascon (Dec 10, 2020 15:14 PST)</u>
	<u> </u>	<u> </u>

Attendance Records	<u>Lorena Chavez</u>	<u></u>
	<u> </u>	<u> </u>

Competency Verification	<u>Lorena Chavez</u>	<u></u>
	<u> </u>	<u> </u>

Progress Reports	<u>Lorena Chavez</u>	<u></u>
	<u> </u>	<u> </u>

<u> Adam O'Connor (Dec 10, 2020 15:18 PST)</u>	<u>Dec 10, 2020</u>
---	---------------------

<u>SIGNATURE</u>	<u>DATE</u>
<u>Adam M. O'Connor</u>	<u>Interim Vice Chancellor, Business Operations/Fiscal</u>

NAME and TITLE of AUTHORIZED REPRESENTATIVE

RSCCD - Santiago Canyon College Division of Continuing Education

ORGANIZATION



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

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

What happens here matters.

Santiago Canyon College Continuing Education		
CNA Program	Itemized list	Itemized Cost
Books	<ul style="list-style-type: none"> Mosby's Textbook for Nursing Assistants - Soft Cover Version 9th Edition, Workbook and Competency Evaluation Review for Mosby's Textbook for Nursing Assistants, 9th Edition 	<ul style="list-style-type: none"> \$ 70 \$30
Supplies & Materials	<ul style="list-style-type: none"> BLS/CPR For Healthcare Professionals 	<ul style="list-style-type: none"> \$ 75
Test Fee	<ul style="list-style-type: none"> Nurse Assistant Certification Examination 	<ul style="list-style-type: none"> \$100
Other Fees	<ul style="list-style-type: none"> Physical exam (Prices vary student has insurance) TB Test (Prices vary student has insurance) Live Scan Finger printing Scrubs Latex Gloves 	<ul style="list-style-type: none"> \$55 \$30 \$75 \$35 \$30
TOTAL for CNA Program		\$500.00
Behavior Technician Program	Itemized list	Cost
Test Fee	QABA ABAT *QABA has increased the price from \$100 to \$125 without notifying us.	\$125 (per QABA website)
TOTAL for Behavior Technician Program		\$125.00

Name: Christine Gascon
 Date: 09/25/2020

Signature: *Christine Gascon*

INTERIM PRESIDENT: Jose F. Vargas

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES: Claudia C. Alvarez • Arianna P. Barrios • John R. Hanna • Zeke Hernandez
 Lawrence "Larry" R. Labrado • Phillip E. Yarbrough

CHANCELLOR: Marvin Martinez



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What happens here matters.

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Lawrence "Larry" R. Labrado • Phillip E. Yarbrough

CHANCELLOR: Marvin Martinez

PTPD APPLICATION - TRAINING PROVIDER INFORMATION

Legal name and structure of organization, firm or agency:

Address:

E-mail Address: _____ Web Site Address: _____

Training Site Addresses:

1. _____
 2. _____
 3. _____
 4. _____
-

Type of Organization Public (Government) Local Education Agency (LEA)

Personnel

Contact Person: _____ Title: _____
Phone Number: _____ Fax: _____
E-mail Address: _____

Organizational Data

Federal Tax ID No. _____ State ID No: _____

Please check other services your agency offers.

- | | | |
|--|--|---|
| <input type="checkbox"/> Financial Aid | <input type="checkbox"/> ESL Courses | <input type="checkbox"/> Parking Accessible |
| <input type="checkbox"/> Online Registration | <input type="checkbox"/> GED Assistance | <input type="checkbox"/> Transport Accessible |
| <input type="checkbox"/> Job Development | <input type="checkbox"/> Child Care | <input type="checkbox"/> Career Assessment |
| <input type="checkbox"/> Job Placement | <input type="checkbox"/> Web Based (On-Line) Training | <input type="checkbox"/> Tutorial Services |
| <input type="checkbox"/> Career Counseling | <input type="checkbox"/> Accessible Disabled Individuals | <input type="checkbox"/> Other Services |

EXCEPTIONS TO THE REQUESTS OF THE PTPD APPLICATION:

Please describe any areas of this proposal that you may not be able to comply with, and state reasons. (Use additional sheets, as necessary.) If no exceptions are noted, it is our understanding that you fully understand the conditions of this application by authorized Training Provider's signature below.

DECLARATION OF THE BIDDER:

I declare that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this application on behalf of:

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

Christine Gasson
SIGNATURE _____ DATE _____

EVIDENCE OF COVERAGE

DATE (MM/DD/YYYY)
10/8/2020

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

MEMORANDUM NUMBER: 77

JOINT POWERS AUTHORITY (JPA)
Alliance of Schools for Cooperative Insurance Programs
16550 Bloomfield Avenue
Cerritos, CA 90703

www.ASCIP.org

CONTACT NAME: Mr. Reshan Cooray

PHONE: (562) 404-8029

cooray@ascip.org

JPA MEMBER

Rancho Santiago Community College District
2323 North Broadway
Santa Ana CA 92706

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP 12:01a.m.	LIMIT OF LIABILITY / COVERAGE	
GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Errors & Omission <input checked="" type="checkbox"/> Employment Practices	✓	MOC #77	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT PER OCCURRENCE	\$ \$5,000,000
					AGGREGATE	\$ N/A
						\$
						\$
						\$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> AUTOMOTIVE PHYSICAL DAMAGE <input checked="" type="checkbox"/> COMPREHENSIVE / COLLISION <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> Owned Auto <input checked="" type="checkbox"/> Hired Auto	✓	MOC #77	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT PER OCCURRENCE	\$ \$5,000,000
					ACTUAL CASH VALUE	\$
						\$
						\$
						\$
PROPERTY <input type="checkbox"/> BUILDING / CONTENTS <input type="checkbox"/> FIRE, THEFT, RENTAL INTERRUPTION <input type="checkbox"/> <input type="checkbox"/>					REPLACEMENT COST SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	\$
						\$
						\$
						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> WC STATUTORY LIMITS	N/A	MOC #77	7/1/2020	7/1/2021	EACH ACCIDENT	\$ \$2,000,000
					PER EMPLOYEE	\$ \$2,000,000
					POLICY LIMIT	\$ \$2,000,000
OTHER <input type="checkbox"/> EMPLOYEE DISHONESTY (CRIME) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	\$
						\$
						\$
						\$

ADDITIONAL REMARKS:

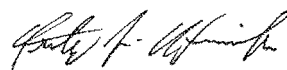
As respects to Santiago Canyon College Training provider on I-TRAIN and CalJOBS/ETPL 10/5/2020 - 7/1/2021

CERTIFICATE HOLDER

The City of Inglewood
South Bay Workforce Investment Board, Inc.
Attn: Contract Administration Unit
11539 Hawthorne Blvd., 5th Floor
Hawthorne CA 90250

CANCELLATION

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.



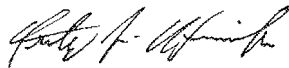
AUTHORIZED REPRESENTATIVE: Fritz J. Heirich

*ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code. Rev 5-97

Additional Covered Party Endorsement

District: Rancho Santiago Community College District		Endorsement No. 58054502
Additional Covered Party:	Description of Operations, Vehicle, or Property:	
The City of Inglewood South Bay Workforce Investment Board, Inc. its officers, employees and agents	As respects to Santiago Canyon College Training provider on I-TRAIN and CalJOBS/ETPL 10/5/2020 - 7/1/2021	
Coverage Period: Effective: 7/1/2020 Expires 12:01 a.m.: 7/1/2021		

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party only if the District is solely negligent. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is \$5,000,000 per occurrence for liability.



Authorized Representative: _____

Date Issued: 10/8/2020

ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/97

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Division of Continuing Education

To:	Board of Trustees	Date: January 11, 2021
Re:	Approval of Memorandum of Understanding with Foothill-De Anza Community College District	
Action:	Request for Approval	

BACKGROUND

In March 2019, Santiago Canyon College (SCC) started the first phase of the Improving Online CTE Pathways Grant through the State Chancellor's Office by submitting a letter of intent. In June 2019, SCC was awarded \$500,000 as part of Phase 2 through the renamed California Virtual Campus – Online Education Initiative (CVC-OEI). In June 2020, SCC was given a 6-month extension to the one-year grant which will sunset on December 31, 2020.

ANALYSIS

The attached Memorandum of Understanding between Foothill-De Anza Community College District on behalf of the CVC-OEI and Rancho Santiago Community College District on behalf of SCC allows SCC to submit and invoice the CVC-OEI for actual allowable costs (up to \$15,000) associated with the allowable activities required in the Phase 3: Post Implementation which includes developing a responsive final report.

RECOMMENDATION

It is recommended that the Board of Trustees approve the memorandum of understanding with Foothill-De Anza Community College District as presented.

Fiscal Impact:	Reimbursement of up to \$15,000	Board Date: January 11, 2021
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	



Foothill-De Anza Community College District

12345 El Monte Road, Los Altos Hills, CA 94022

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into on **September 15, 2020** by and between Foothill - De Anza Community College District on behalf of the California Virtual Campus – Online Education Initiative, and **Rancho Santiago Community College District** on behalf of **Santiago Canyon College**.

Whereas, the California Virtual Campus – Online Education Initiative (hereto forward CVC-OEI), operated by the Foothill-De Anza Community College District (as fiscal agent) is an initiative focused on student success in the California Community Colleges through innovative online learning practices;

Whereas, the CVC-OEI oversees the management, competitive and equitable award of funds through the *Improving Online CTE Pathways* grant program; and understands the importance of allowing participating institutions to obtain funding for the Grant Completion Support as stipulated in Phase 3: Post-Implementation;

Whereas, Santiago Canyon College, through submission of a Subaward Agreement to participate in Phase 2: Grant Implementation is a recipient of Grant Completion Support Reimbursement (up to \$15,000) funding for allowable activities in the Phase 3: Post-Implementation;

Whereas, conducting college-wide analysis of the programmatic gaps and opportunities to improve online student success leading to increased employability or gains in wages is an important component of developing a responsive final report and also serves to strategically support future program growth opportunities at participating college(s);

We, the CVC-OEI and Santiago Canyon College, through this MOU, hereby agree to the following as it pertains to the Phase 3: Post-Implementation:

CVC-OEI, recognizing that colleges and districts throughout the CCC system vary in distance education expertise and staffing, will support all awarded institutions in the final reporting of the *Improving Online CTE Pathways* grant implementation, by providing Grant Completion Support funds.

Grant Completion Support Reimbursement (up to \$15,000 per Final Report) will be provided to fund one or more faculty and/or staff members to prepare the Final Report. Reimbursements will be issued upon receipt of the Final Report and an invoice.

Santiago Canyon College must accomplish the following to be eligible for Grant Completion Support Reimbursements:

1. Submission of a meaningful and responsive Final Report that addresses the Improving Online CTE Pathways track(s);

2. Upon submission of the Grant Final Report, submit and invoice the CVC-OEI for actual and allowable costs associated with activities required for the development of a responsive report. Reimbursable expenditures may not exceed \$15,000 per college and must be substantiated by receipts and/or documentation supporting the expenditures in accordance with the Grant Support Completion Reimbursement Invoices & Documentation section of the *Improving Online CTE Pathways Grant Program, Final Report Documents*.

Signature

Date

Print Name

Print Title
Rancho Santiago Community College District

Signature

Date

Print Name

Print Title
Foothill-De Anza Community College District

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

To: Board of Trustees	Date: January 11, 2021
Re: Approval of Amendment #4 to Classroom Lease – 2000 Chapman Inc.	
Action: Request for Approval	

BACKGROUND

Since January 1, 2013, the District has been leasing instructional and office space from 2000 Chapman Inc. in a suitable location at 937 W. Chapman Avenue, 2nd floor, in the City of Orange. The lease was amended: October 2013 to include additional office space (Amendment #1); January 2016 to extend the lease an additional three (3) years (Amendment #2); and January 2019 to extend the lease an additional two (2) years. ([Click here to see original lease agreement and amendments #1, #2, and #3.](#))

ANALYSIS

The existing lease includes approximately 12,913 square feet of classroom and office space. There exists a continuing need for the lease to accommodate academic programs and offices. As a result, a two (2) year extension of the lease has been recommended by program administrator James Kennedy.

Pursuant to lease extension language, the following elements have been negotiated as changes to the original lease and/or Amendment #1 and/or Amendment #2 and/or Amendment #3.

- Lease extended for two (2) additional years from February 1, 2021 through January 31, 2023.
- The lease rate for year one of the extension is \$30,381.90 (\$2.35 per square foot); and \$31,415.21 (\$2.43 per square foot) for year 2.
- An option to terminate the lease after twelve (12) months by providing 120 day notice to lessor. If exercised, a termination penalty shall consist of any unamortized costs associated with Amendment #3.

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment #4 to Classroom Lease – 2000 Chapman Inc. for the extension of the lease of classroom and office space for the period of February 1, 2021 to January 31, 2023 as presented.

Fiscal Impact: \$30,381.90 per month base rent	Board Date: January 11, 2021
Prepared by: James Kennedy, Ed.D., Vice President of Continuing Education	
Submitted by: Jose F. Vargas, Interim President	
Recommended by: Marvin Martinez, Chancellor	

AMENDMENT 4

DATE: December 22, 2020
LESSOR: 2000 CHAPMAN INC,
LESSEE: RANCHO SANTIAGO COMMUNLTY COLLEGE DISTRICT
REMISES: 1937 W. CHAPMAN AVENUE, ORANGE, CA

Definition:

The purpose of **Amendment 4** is to amend certain terms and conditions established in the Lease dated December 18, 2012, and Amended on July 11, 2013 and November 24, 2015 and September 27, 2018 by and between the above- mentioned parties, as it relates to the extension of the Term.

ALL TERMS AND CONDITIONS OF THE ORIGINAL LEASE REMAIN IN FULL FORCE AND EFFECT WITH THE EXCEPTION OF THE FOLLOWING:

1. **First Floor Space.** Lessee agrees that included in Lease is an additional portion of the first floor entrance and common area on a non-exclusive basis which allows handicap access to the first floor hallway and common areas, shown on Exhibit B attached hereto.
2. **Base Rent 1.7 and Addendum 53.** Effective February 1, 2021, the following rental schedule shall apply:
February 1, 2021 through January 31, 2022: \$30,381.90 per month
February 1, 2022 through January 31, 2023: \$31,415.21 per month
3. **Custodial Services.** As Lessee shall have access to first floor hall ways and restrooms, Lessee will provide custodial services for the hallways (sweep and mop three times weekly) and first floor restrooms (on an as needed basis). Lessor shall reimburse Lessee \$1,000.00 per each year Lessee occupies the Premises to offset the cost of said services and shall be accounted for as rent abatement January 2022 and January 2023.
4. **Condition of Premises.** Except for minor repairs as previously discussed between the parties, the Lessee accepts the Premises in "As Is" condition.
5. **Lease Termination.** Lessee may terminate this Lease after the initial twelve (12) months by giving 120-day notice to Lessor of its intent to exercise the termination option. The termination penalty shall include any unamortized costs associated with Amendment 4 by way of example: "Lessee gives Notice of Termination February 1, 2022, and rent shall be due through May 31, 2022."

LESSOR: 2000 CHAPMAN, INC.

LESSEE: RANCHO SANTIAGO COMMUNLTY COLLEGE DISTRICT

Signature: _____

Signature: _____

Print Name: Mehdi Asgariejad

Print Name: _____

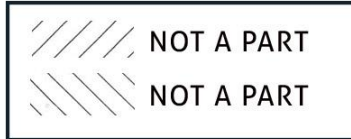
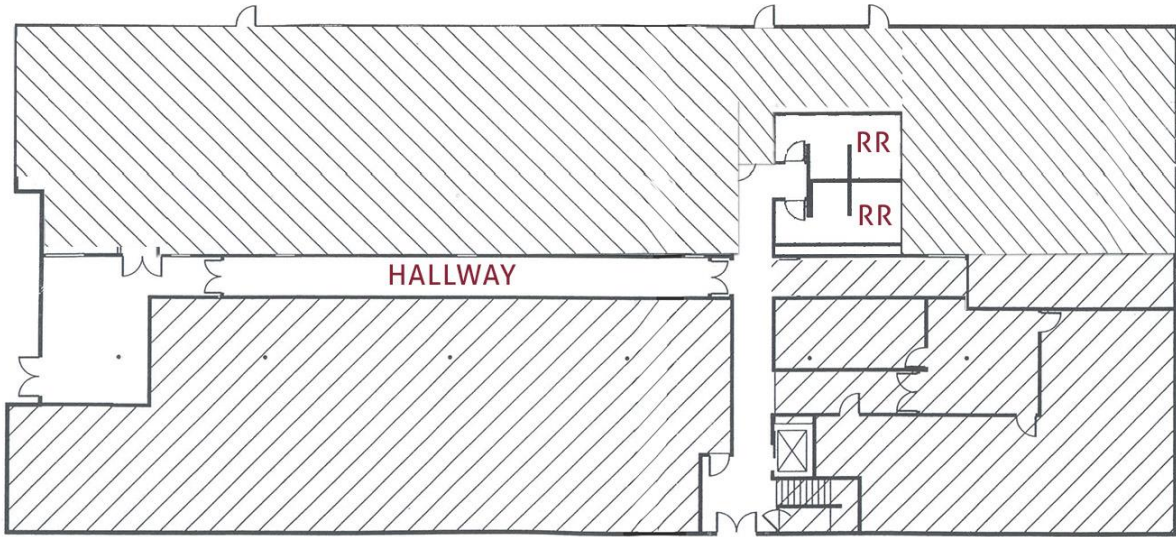
Date: ____ / ____ / ____

Date: ____ / ____ / ____

Exhibit B

First Floor Space

**1937 W. Chapman Avenue
Orange, CA**



3.18 (3)

Initials _____
Initials _____

Initials _____
Initials _____

Rancho Santiago Comm Coll District

Board Meeting of 01/11/21

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 12/02/20 Thru 12/14/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68671	General Fund Unrestricted	736.26	0.00	736.26	92*0543630	92*0543644
68672	General Fund Unrestricted	29,723.85	0.00	29,723.85	92*0543536	92*0543629
68673	General Fund Unrestricted	434,651.63	0.00	434,651.63	92*0543438	92*0543498
68679	General Fund Unrestricted	2,557,351.46	0.00	2,557,351.46	92*0543645	92*0543752
68685	General Fund Unrestricted	8,790.50	0.00	8,790.50	92*0543880	92*0543912
68686	General Fund Unrestricted	265,093.53	0.00	265,093.53	92*0543766	92*0543850
Total Fund 11 General Fund Unrestricted		<u><u>\$3,296,347.23</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,296,347.23</u></u>		

4.1 (1)

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68673	General Fund Unrestricted	448,615.10	0.00	448,615.10	92*0543440	92*0543500
68679	General Fund Restricted	521,905.70	0.00	521,905.70	92*0543648	92*0543754
68686	General Fund Restricted	93,415.88	0.00	93,415.88	92*0543768	92*0543841
Total Fund 12 General Fund Restricted		<u><u>\$1,063,936.68</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,063,936.68</u></u>		

Checks Written for Period 12/02/20 Thru 12/14/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68673	GF Unrestricted One-Time Func	17,187.39	0.00	17,187.39	92*0543436	92*0543499
68679	GF Unrestricted One-Time Func	39,492.35	0.00	39,492.35	92*0543647	92*0543746
68686	General Fund Unrestricted	62,827.86	0.00	62,827.86	92*0543765	92*0543851
Total Fund 13 General Fund Unrestricted		\$119,507.60	\$0.00	\$119,507.60		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68674	Child Development Fund	76,270.45	0.00	76,270.45	92*0543501	92*0543503
68680	Child Development Fund	565.55	0.00	565.55	92*0543755	92*0543757
68687	Child Development Fund	18,602.42	0.00	18,602.42	92*0543852	92*0543858
Total Fund 33 Child Development Fund		<u><u>\$95,438.42</u></u>	<u><u>\$0.00</u></u>	<u><u>\$95,438.42</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68675	Capital Outlay Projects Fund	196,444.80	0.00	196,444.80	92*0543504	92*0543513
68688	Capital Outlay Projects Fund	251,551.29	0.00	251,551.29	92*0543859	92*0543868
Total Fund 41 Capital Outlay Projects Fun		<u>\$447,996.09</u>	<u>\$0.00</u>	<u>\$447,996.09</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68676	Bond Fund, Measure Q	132,745.41	0.00	132,745.41	92*0543514	92*0543521
68681	Bond Fund, Measure Q	1,712,965.87	0.00	1,712,965.87	92*0543758	92*0543759
68689	Bond Fund, Measure Q	116,872.41	0.00	116,872.41	92*0543869	92*0543873
Total Fund 43 Bond Fund, Measure Q		<u><u>\$1,962,583.69</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,962,583.69</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68682	Property and Liability Fund	5,142.58	0.00	5,142.58	92*0543760	92*0543760
68690	Property and Liability Fund	8,835.00	0.00	8,835.00	92*0543874	92*0543874
Total Fund 61 Property and Liability Fund		<u><u>\$13,977.58</u></u>	<u><u>\$0.00</u></u>	<u><u>\$13,977.58</u></u>		

Checks Written for Period 12/02/20 Thru 12/14/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68677	Workers' Compensation Fund	11,218.70	0.00	11,218.70	92*0543522	92*0543523
68683	Workers' Compensation Fund	193,550.00	0.00	193,550.00	92*0543761	92*0543761
Total Fund 62 Workers' Compensation Fu		<u>\$204,768.70</u>	<u>\$0.00</u>	<u>\$204,768.70</u>		

Checks Written for Period 12/02/20 Thru 12/14/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68678	Student Financial Aid Fund	15,600.00	0.00	15,600.00	92*0543524	92*0543535
68684	Student Financial Aid Fund	3,900.00	0.00	3,900.00	92*0543762	92*0543764
68691	Student Financial Aid Fund	1,500.00	0.00	1,500.00	92*0543875	92*0543879
Total Fund 74 Student Financial Aid Fund		\$21,000.00	\$0.00	\$21,000.00		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,296,347.23
Total Fund 12 General Fund Restricted	1,063,936.68
Total Fund 13 General Fund Unrestricted	119,507.60
Total Fund 33 Child Development Fund	95,438.42
Total Fund 41 Capital Outlay Projects Fund	447,996.09
Total Fund 43 Bond Fund, Measure Q	1,962,583.69
Total Fund 61 Property and Liability Fund	13,977.58
Total Fund 62 Workers' Compensation Fund	204,768.70
Total Fund 74 Student Financial Aid Fund	21,000.00
Grand Total:	<u><u>\$7,225,555.99</u></u>

Checks Written for Period 12/02/20 Thru 12/14/20

<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>
1A2012105	SAC Diversified Agency Fund	6,040.00	0.00	6,040.00	1A*0002404	1A*0002406
1A2012212	SAC Diversified Agency Fund	6,147.99	0.00	6,147.99	1A*0002407	1A*0002410
Total 1A SAC Diversified Agency Fund		<u><u>\$12,187.99</u></u>	<u><u>\$0.00</u></u>	<u><u>\$12,187.99</u></u>		

Checks Written for Period 12/02/20 Thru 12/14/20

<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>
1B2012105	SAC Bookstore Fund	870.66	0.00	870.66	1B*0002654	1B*0002656
1B2012212	SAC Bookstore Fund	74,389.51	49,923.14	24,466.37	1B*0002657	1B*0002664
Total 1B SAC Bookstore Fund		<u><u>\$75,260.17</u></u>	<u><u>\$49,923.14</u></u>	<u><u>\$25,337.03</u></u>		

Checks Written for Period 12/02/20 Thru 12/14/20

<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>
1C2012212	SAC Community Education Fund	2,020.00	0.00	2,020.00	1C*0001292	1C*0001294
Total 1C SAC Community Education Fund		<u><u>\$2,020.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,020.00</u></u>		

Checks Written for Period 12/02/20 Thru 12/14/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S2012212	SAC Associated Students Fund	849.29	0.00	849.29	1S*0001761	1S*0001763
Total 1S SAC Associated Students Fund		<u>849.29</u>	<u>0.00</u>	<u>849.29</u>		

Checks Written for Period 12/02/20 Thru 12/14/20

<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>
1T2012212	SAC Diversified Trust Fund	20,118.73	7,781.40	12,337.33	1T*0002059	1T*0002069
Total 1T SAC Diversified Trust Fund		<u>20,118.73</u>	<u>7,781.40</u>	<u>12,337.33</u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	12,187.99
Total Fund 1B SAC Bookstore Fund	25,337.03
Total Fund 1C SAC Community Education Fu	2,020.00
Total Fund 1S SAC Associated Students Fun	849.29
Total Fund 1T SAC Diversified Trust Fund	12,337.33
Grand Total:	<u><u>\$52,731.64</u></u>

Checks Written for Period 12/02/20 Thru 12/14/20

<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>
2A2012212	SCC Diversified Agency Fund	346.25	0.00	346.25	2A*0001849	2A*0001850
2A2012314	SCC Diversified Agency Fund	402.94	0.00	402.94	2A*0001851	2A*0001851
Total 2A SCC Diversified Agency Fund		<u><u>\$749.19</u></u>	<u><u>\$0.00</u></u>	<u><u>\$749.19</u></u>		

Checks Written for Period 12/02/20 Thru 12/14/20

<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>
2B2012314	SCC Bookstore Fund	6,735.16	559.59	6,175.57	2B*0002364	2B*0002365
Total 2B SCC Bookstore Fund		<u><u>\$6,735.16</u></u>	<u><u>\$559.59</u></u>	<u><u>\$6,175.57</u></u>		

Checks Written for Period 12/02/20 Thru 12/14/20

<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>
2C2012212	SCC Community Education Fund	842.50	0.00	842.50	2C*0001220	2C*0001222
Total 2C SCC Community Education Fund		<u><u>\$842.50</u></u>	<u><u>\$0.00</u></u>	<u><u>\$842.50</u></u>		

Checks Written for Period 12/02/20 Thru 12/14/20

<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>
2S2012314	SCC Associated Students Fund	17,380.93	0.00	17,380.93	2S*0001460	2S*0001464
Total 2S SCC Associated Students Fund		<u>\$17,380.93</u>	<u>\$0.00</u>	<u>\$17,380.93</u>		

Checks Written for Period 12/02/20 Thru 12/14/20

<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>
2T2012212	SCC Diversified Trust Fund	160.00	0.00	160.00	2T*0001559	2T*0001559
2T2012314	SCC Diversified Trust Fund	77,154.72	0.00	77,154.72	2T*0001560	2T*0001563
Total 2T SCC Diversified Trust Fund		<u><u>\$77,314.72</u></u>	<u><u>\$0.00</u></u>	<u><u>\$77,314.72</u></u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	749.19
Total Fund 2B SCC Bookstore Fund	6,175.57
Total Fund 2C SCC Community Education Fu	842.50
Total Fund 2S SCC Associated Students Fun	17,380.93
Total Fund 2T SCC Diversified Trust Fund	77,314.72
Grand Total:	<u><u>\$102,462.91</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 12/02/2020 To 12/14/2020
Board Meeting on 01/11/2021

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
2000	CLASSIFIED SALARIES		88,644
3000	EMPLOYEE BENEFITS		68,524
4000	SUPPLIES & MATERIALS		161
6000	CAPITAL OUTLAY	161	
7900	RESERVE FOR CONTINGENCIES	157,168	
Total Transfer Fund 11		\$157,329	\$157,329
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		1,650
2000	CLASSIFIED SALARIES		22,122
3000	EMPLOYEE BENEFITS		1,880
4000	SUPPLIES & MATERIALS	1,471	
5000	OTHER OPERATING EXP & SERVICES	40,747	
6000	CAPITAL OUTLAY		18,116
7000	OTHER OUTGO	1,550	
Total Transfer Fund 12		\$43,768	\$43,768
<u>Fund 79: Diversified Trust Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		234,393
6000	CAPITAL OUTLAY		4,000
7900	RESERVE FOR CONTINGENCIES	238,393	
Total Transfer Fund 79		\$238,393	\$238,393
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	1,390	
8600	STATE REVENUES	(21,599)	
1000	ACADEMIC SALARIES		(23,335)
2000	CLASSIFIED SALARIES		16,481
3000	EMPLOYEE BENEFITS		(4,964)
4000	SUPPLIES & MATERIALS		(1,679)
5000	OTHER OPERATING EXP & SERVICES		(6,712)
Total Transfer Fund 12		\$(20,209)	\$(20,209)
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	707,752	
7000	OTHER OUTGO		707,752
Total Transfer Fund 74		\$707,752	\$707,752

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 12/02/2020 To 12/14/2020
Board Meeting on 01/11/2021

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

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
B026876 12/08/20		
2000 CLASSIFIED SALARIES		29,429
3000 EMPLOYEE BENEFITS		15,290
7900 RESERVE FOR CONTINGENCIES	44,719	
Total Reference B026876	44,719	44,719
Reason: Adjustment		
Description: Backfill SRP: Continuing Education (Nguyen, Phuong T)		
B026877 12/08/20		
2000 CLASSIFIED SALARIES		68,667
3000 EMPLOYEE BENEFITS		35,676
7900 RESERVE FOR CONTINGENCIES	104,343	
Total Reference B026877	104,343	104,343
Reason: Adjustment		
Description: Backfill SRP: Continuing Education (Nguyen, Phuong T)		
B026881 12/10/20		
2000 CLASSIFIED SALARIES		6,188
3000 EMPLOYEE BENEFITS		1,918
7900 RESERVE FOR CONTINGENCIES	8,106	
Total Reference B026881	8,106	8,106
Reason: Adjustment		
Description: Backfill SRP: Assessment dept (Fuentes, Guadalupe)		
B026873 12/03/20		
5000 OTHER OPERATING EXP & SERVICES		117,956
7900 RESERVE FOR CONTINGENCIES	117,956	
Total Reference B026873	117,956	117,956
Reason: Adjustment		
Description: Pending payment: COSCO for fire system inspection, repair, and maintenance		
BC352DOT4K 12/03/20		
5000 OTHER OPERATING EXP & SERVICES		2,481
7900 RESERVE FOR CONTINGENCIES	2,481	
Total Reference BC352DOT4K	2,481	2,481
Reason: Adjustment		
Description: Increase Budget: Payment for close-out of Ready Refresh accounts		
BCFS3N5GHM 12/11/20		
5000 OTHER OPERATING EXP & SERVICES		117,956
7900 RESERVE FOR CONTINGENCIES	117,956	
Total Reference BCFS3N5GHM	117,956	117,956
Reason: Adjustment		
Description: New budget: Parking meters and fines		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 12/02/2020 To 12/14/2020
Board Meeting on 01/11/2021

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 74: Student Financial Aid Fund</u>			
B026871	12/02/20		
8100	FEDERAL REVENUES	477,644	
7000	OTHER OUTGO		477,644
Total Reference B026871		\$477,644	\$477,644
Reason:	Special Project Adjustment		
Description:	Update budget to align with G5 fund authorization in FY20/21		
B026872	12/02/20		
8100	FEDERAL REVENUES	230,108	
7000	OTHER OUTGO		230,108
Total Reference B026872		\$230,108	\$230,108
Reason:	Special Project Adjustment		
Description:	Update budget to align with G5 fund authorization in FY20/21		

RECOMMENDATION

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

4.2 (3)

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

To: Board of Trustees	Date: January 11, 2021
Re: Approval of Contract for Independent Audit Services	
Action: Request to Approve	

BACKGROUND

Education Code Section 84040 states “the governing board of each community college district shall provide for an annual audit of all funds, books, and accounts of the district in accordance with regulations of the board of governors. The audit shall be made by certified public accountants licensed by the California Board of Accountancy.” Board Policy 6400 states the Board “shall cause a Request for Proposal (RFP) of auditing services to be issued for the recruitment of an independent auditor for a contract term of no more than three (3) years”. California Code of Regulations Title 5, section 59102 states “Arrangements for annual audits for any fiscal year as required by Section 84040 of the Education Code shall be made final no later than May 1 proceeding that fiscal year.”

ANALYSIS

On September 6, 2019, the District sent out RFP #1379 to eight (8) auditing firms and advertised the Notice calling for RFP responses in the Orange County Register. Four (4) proposals were received and evaluated thoroughly by District and college staff. The results of the RFP were then taken to the Board Fiscal/Audit Review Committee on November 19, 2019 and the Board of Trustees approved a contract on January 13, 2020 with Eide Bailly, LLP to assist the District with independent auditing services. Fiscal year 2019-20 was the first year of the contract. The following table lists the costs for 2020-21 contract.

District Entity	2020-21
District Audit	\$94,400
Rancho Santiago CCD Foundation	\$5,200
Santiago Canyon College Foundation	\$9,300
Santa Ana College Foundation	\$12,300
Measure Q Bond Financial & Performance Audits	\$9,100
Total Cost	\$130,300

RECOMMENDATION

It is recommended the Board of Trustees approve the contract for independent audit services with Eide Bailly, LLP for the 2020-21 fiscal year audit and authorize the Vice Chancellor of Business Operations/Fiscal Services to enter into the contract on the District’s behalf as presented.

Fiscal Impact:	\$130,300	Board Date: January 11, 2021
Prepared by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

To:	Board of Trustees	Date: January 11, 2021
Re:	Approval of Amendment to Agreement with The Solís Group for Labor Compliance and Community Student Workforce Project Agreement Coordinator Consulting Services for Various Projects at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

On September 8, 2014, the Board of Trustees approved an agreement with The Solís Group for Labor Compliance Program and Community Student Workforce Project Agreement (CSWPA) Coordinator Consulting Services – to see original agreement, please [click here](#). This is an amendment to an existing agreement with The Solís Group for additional time and consulting services related to project labor coordination compliance of the Community Student Workforce Project Agreement (CSWPA) for associated projects at Santa Ana College. The additional services are required due to the schedule extensions for the new Science Center and Johnson Student Center as well as to add services for the Health Sciences project, anticipated to start construction in January/February, 2021.

ANALYSIS

The services covered by this agreement commenced on September 9, 2014 and the new end date has been revised from June 30, 2021 to December 31, 2023 to align with the completion of the demolition of Russell Hall, which is the second phase of construction related to the new Health Sciences building and is the last covered project under the CSWPA.

The amendment is to increase the contract by \$170,232. The revised total contract amount is \$730,851. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with The Solís Group for Labor Compliance and Community Student Workforce Project Agreement Coordinator Consulting Services for Various Projects at Santa Ana College as presented.

Fiscal Impact:	\$170,232	Board Date: January 11, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 1/11/21

Project: Labor Compliance

Site: **Santa Ana College**

Consultants: **The Solis Group**

Type of Service: Labor Compliance and Community Student Workforce Project Agreement Coordinator
Consulting Services for Various Projects

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$441,169.00		9/9/2014	12/31/2019
Amendment #1			9/9/2014	12/31/2019
Amendment #2	\$119,450.00		9/9/2014	6/30/2021
Amendment #3	\$170,232.00			12/31/2023
Total Agreement Amount	\$730,851.00			

AGREEMENT NO: 0078.00/ DESCRIPTION:

Amendment #3 for additional consulting services and an extension of time.

This agreement #0078.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$170,232.00**

Contract End Date: **12/31/2023**

THIRD AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **12TH** day of **JANUARY** in the year **2021**, between **THE SOLÍS GROUP**, 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. 0078.00 entered into on September 8, 2014 and amended June 13, 2016 and July 17, 2017 to provide Labor Compliance Program/Certified Payroll Collection and Prevailing Wages Coordinator and Community and Student Workforce Project Agreement Project Coordinator Consulting Services for Various Projects at Santa Ana College. Please amend the AGREEMENT to include the following:
 1. By adding additional services per the attached Exhibit A;
 2. By increasing the AGREEMENT amount by ONE HUNDRED SEVENTY THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS (\$170,232) from FIVE HUNDRED SIXTY THOUSAND SIX HUNDRED NINETEEN DOLLARS (\$560,619), for a total AGREEMENT amount of SEVEN HUNDRED THIRTY THOUSAND EIGHT HUNDRED FIFTY-ONE DOLLARS (\$730,851); and
 3. By extending the contract completion date from June 30, 2021 to be through December 31, 2023.
- B. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0078.00, effective September 8, 2014, 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.

THE SOLÍS GROUP

**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. Scope of Services

The Solís Group shall continue to provide consulting services related to project labor coordination, overseeing the implementation, monitoring and monthly reporting requirements in compliance with the District’s CSWPA as per Agreement No. 0078.00 and subsequent amendments, with the addition of the following services:

- A. Add New Health Sciences Building project (30-month overall duration, refer to Exhibit B, Monthly Fee Summary). New three-story 55,563 GSF building at Santa Ana College.
- B. Increase duration of Johnson Student Center project (added 5-months to overall duration, refer to Exhibit B, Monthly Fee Summary)
- C. Increase duration of Science Center project (added 7-months to overall duration, refer to Exhibit B, Monthly Fee Summary)

2. Fee Increase

The DISTRICT shall compensate the CONSULTANT for performing the additional Services as described in this Exhibit, an additional fee in accordance with the fee schedule summary below.

Project	Fee Increase (Amdt 03)	New Timeline
Central Plant	\$ -	Complete
Johnson Student Center	\$ 19,968	Feb. 2019 - Jun. 2021
Johnson Demo (Phase 1,2)	\$ -	Complete
Science Center	\$ 10,000	Dec. 2017 - May 2021
Health Sciences	\$ 140,264	Dec. 2020 - May 2023
Allowance	\$ -	
CPR Test Pilot	\$ -	Complete
TOTALS	\$170,232	

EXHIBIT “B” – Additional Monthly Fee Summary

- A. CONSULTANT shall not bill on a monthly basis for projects if there is a delay or inactivity on the project that both parties deem appropriate and mutually agreed upon. The CONSULTANT shall invoice monthly.
- B. Should the DISTRICT elect to not proceed with any project, CONSULTANT will not receive any compensation for such project.
- C. DISTRICT shall have the authority to reallocate funds to projects (both existing and new) as deemed appropriate when funds are unused, as projects may change in duration and priority or schedule.
- D. DISTRICT and CONSULTANT shall mutually agree to adjust monthly fees for projects as needed if projects change in duration as long as the total fixed fee for the contract is not exceeded without Board of Trustees approval.

Refer to the following page for Johnson Student Center, Science Center, and Health Sciences extended monthly fee rates.

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

To:	Board of Trustees	Date: January 11, 2021
Re:	Approval of Agreement with Converse Consultants - Environmental Import Materials Testing Services for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is a new agreement with Converse Consultants to provide environmental import materials testing services for the Russell Hall Replacement (Health Sciences) Project. Environmental import testing is required to ensure that ground materials imported from other sites during construction are acceptable for use on the site according to guidelines established by the Department of Toxic Substances Control (DTSC). The consultant will undertake sampling and perform tests on import materials such as sand, aggregate, and crushed aggregate base. The quantity of samples collected and types of tests performed will be based on the guidelines and methods accepted by the Environmental Protection Agency (EPA). Please [click here](#) to see the agreement.

ANALYSIS

A Request for Proposal #2021-280, Environmental Import Materials Testing for the Russell Hall Replacement (Health Sciences) Project, was solicited on October 7, 2020 to 10 prequalified firms with a due date of October 26, 2020. The District received one response from Converse Consultants (Monrovia). A screening panel convened on November 4, 2020 to review the proposals. The selection committee recommends Converse Consultants after a thorough review based upon the culmination of their RFP response, experience, team members, positive reference checks, approach to the project, fee, schedule and familiarity with environmental import materials testing services.

The services covered by this agreement shall commence on January 12, 2021 and ends when the notice of completion for the construction work, Division of State Architect Certification and project close-out have been achieved. The contract is a not-to-exceed fee of \$111,200. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds and State Funding.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Converse Consultants - Environmental Import Materials Testing Services for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College as presented.

Fiscal Impact:	\$111,200	Board Date: January 11, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 1/11/21

Project: Russell Hall Replacement (Health Sciences) Project

Site: **Santa Ana College**

Consultants: **Converse Consultants, Inc.**

Type of Service: Environmental Import Materials Testing

Agreement Summary	Amount	Reimbursables	Start	Duration End
Original Contract Amount	\$111,200.00		1/12/2021	Project Close-Out
Total Agreement Amount				

AGREEMENT NO 0396.00/ DESCRIPTION:

This agreement #0396.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$111,200.00**

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

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

To:	Board of Trustees	Date: January 11, 2021
Re:	Approval of Agreement with Twining, Inc. – Materials Testing and Special Inspection Services for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is a new agreement with Twining, Inc. for materials testing and special inspection services for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College. The project requires services by a qualified and competent materials testing and special inspection consultant during construction activities. Materials testing and special inspection services are required by the California Administrative Code (Title 24, Part 1) to be performed by testing laboratories acceptable to the Division of the State Architect (DSA). The DSA Form 103, Listing of Structural Tests and Special Inspections, summarizes the structural tests and special inspections required for the project. As required by the DSA Form 103, Twining, Inc. shall perform all special inspections and material testing required for cast-in-place concrete, post-installed anchors, structural steel, high-strength bolts, welding, and fireproofing. Please [click here](#) to see the agreement.

ANALYSIS

A Request for Proposal (RFP) #2021-278 for Materials Testing & Inspection Services for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College was solicited on September 23, 2020 to 15 prequalified firms with a due date of October 20, 2020. The District received 12 proposals including American Engineering Laboratories, Inc. (La Habra); Atlas Technical Consultants (Riverside); Converse Consultants (Costa Mesa); Geocon West, Inc. (Irvine); Koury Engineering (Chino); MTGL, Inc. (Anaheim); Ninyo & Moore (Irvine); NV5 (Irvine); RMA Group (Rancho Cucamonga); Southwest Inspection & Testing, Inc. (La Habra); Twining, Inc. (Long Beach); and Willdan Engineering (Anaheim). A screening panel convened on October 22, 2020 to review the proposals and interviewed RMA Group; Southwest Inspection & Testing, Inc.; and Twining, Inc. on October 27, 2020. The selection panel unanimously recommends Twining, Inc. based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, hourly rate, and interview performance.

The services covered by this agreement shall commence on January 12, 2021 and ends when the notice of completion for the construction work, Division of State Architect Certification and project close-out have been achieved. The contract is a not-to-exceed fee of \$691,810. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds and State Funding.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Twining, Inc. – Materials Testing and Special Inspection Services for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College as presented.

Fiscal Impact:	\$691,810	Board Date: January 11, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/ Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 1/11/21

Project: Russell Hall Replacement (Health Sciences) Project

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	\$691,810.00		1/12/2021	Project Close-Out
Total Agreement Amount	\$691,810.00			

AGREEMENT NO 0397.00/ DESCRIPTION:

This agreement #0397.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$691,810.00**

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

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

To:	Board of Trustees	Date:	January 11, 2021
Re:	Approval of Agreement with Knowland Construction Services - Project Inspection Services for Barrier Removal East Broadmoor Trail Repair at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND

This is a new agreement with Knowland Construction Services for Division of State Architect (DSA) project inspection services for the Barrier Removal Phase 4B East Broadmoor Trail Repair project at Santiago Canyon College. 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 the 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 for use by 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 pavement markings and sealcoating. This project is a barrier removal project and includes removal and replacement of the existing asphalt paved fire access road, and repairs to the subgrade. This project has received DSA approval and is a Scheduled Maintenance project. Please [click here](#) to see the agreement.

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

ANALYSIS

A Request for Proposal #2021-284 for DSA Class 3 Inspector of Record Services for the Barrier Removal East Broadmoor Trail Repair project at Santiago Canyon College was solicited to five prequalified firms on November 20, 2020 with a due date of December 3, 2020. The District received one response from Knowland Construction Services (Rancho Palos Verdes). A selection committee convened to review the proposal on December 4, 2020. The selection committee recommends Knowland Construction Services by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, reference checks, and approach to the project, and fee.

The services covered by this agreement shall commence on January 12, 2021 and ends when the notice of completion for the construction work, Division of State Architect Certification and project close-out have been achieved. The contract includes an hourly, not to exceed fee of \$23,400 based on inspector hourly rates of \$78 an hour. The contract hourly rates shall remain the same through the duration of the contract term. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified inspection firms.

This agreement is funded by Capital Outlay and State Scheduled Maintenance Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Knowland Construction Services – Project Inspection Services for Barrier Removal East Broadmoor Trail Repair at Santiago Canyon College as presented.

Fiscal Impact:	\$23,400	Board Date: January 11, 2021
Prepared by:	Carri 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: 1/11/2021

Project: Barrier Removal East Broadmoor Trail Repair

Site: **Santiago Canyon College**

Consultants: Knowland Construction Services

Type of Service: Project Inspector Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$23,400.00		1/12/2021		Project Close-Out
Total Agreement Amount	\$23,400.00				

AGREEMENT NO: 0398.00/ DESCRIPTION:

This agreement #0398.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$23,400.00**

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

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

To:	Board of Trustees	Date: January 11, 2021
Re:	Approval of Amendment to Agreement with Ware Disposal Inc., for Integrated Waste Management Services	
Action:	Request for Approval	

BACKGROUND

The Board of Trustees awarded a two-year contract for Integrated Waste Management Services to Ware Disposal on November 26, 2018 for the period January 1, 2019 through December 31, 2020. The current two-year contract expired on December 31, 2020, however the agreement includes the option to extend the agreement up to three additional terms not to exceed five years in total. The existing service contract includes providing equipment, daily pick-up service and provides for mixed waste, recycling and green/organics collection and the processing of municipal solid waste (MSW) from six district locations. In addition, a separate company provides mixed paper recycling at some of the locations.

ANALYSIS

The District recommends extending the current services through June 30, 2022 to align the contract with our fiscal year end. Pricing has been negotiated at the current CPI (Consumer Price Index) increase of 1.2% plus an additional landfill cost increase for a total increase of approximately 2.65% over the original two-year contract as required in Bid 1347 – Integrated Waste Management Services. As noted in the Amendment to Agreement with Ware Disposal, Inc., all compliance, communication, pricing and reporting requirements during the 18-month extension period need to be met.

This service is funded by the District's General Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the Amendment to Agreement with Ware Disposal Inc., for Integrated Waste Management Services as presented.

Fiscal Impact:	Estimated cost of \$115,199	Board Date: January 11, 2021
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	

AMENDMENT TO AGREEMENT WITH WARE DISPOSAL, INC.

This Amendment dated 12/21/20, 2020, shall be incorporated in that certain agreement (“Agreement”) entered into on December 3, 2018, by and between the Rancho Santiago Community College District (“District”) and Ware Disposal, Inc. (“Ware”) Integrated Waste Management Services (Bid #1347). The parties desire to amend the Agreement to extend the term of the Agreement and to revise and clarify the services to be provided.

Where any Article, Section, Paragraph, or portion thereof is amended or superseded, the balance of that Article, Section, Paragraph, or portion thereof not specifically amended or superseded shall remain in effect as originally written. Where any Article, Section, Paragraph, or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article, Section, or Paragraph shall remain in effect as originally written. Where any Article, Section, or Paragraph is referenced as being replaced, such Article, Section, or Paragraph is superseded and replaced by the language herein. This Amendment, taken together with the Agreement, represents the new contract for Integrated Waste Management Services (Bid #1347). The terms and provisions of the Agreement are hereby amended as follows:

1. The term of the Agreement as set forth in Section 1 of the Agreement shall be extended through June 30, 2022. In accordance with this Section 1, Ware shall provide new and updated bonds as required by the Agreement prior to each December.
2. The locations, frequency of service, and maximum allowable rates to be charged by Ware from January 1, 2021, through June 30, 2022, are set forth in Exhibit “A” attached hereto and shall be in accordance with, and shall not exceed, Section 15 of the Bid Form made a part of the Agreement.
3. The parties also agree to the following additional terms and conditions to be made a part of the Agreement:
 - a. Timely Invoices. Ware shall submit timely invoices on a monthly basis (30 days in arrears), shall use all commercially reasonable efforts to submit such monthly invoices on the same date each month, and all invoices shall state net 30 days for payment. All invoices shall be submitted by email to the Accounts Payable Department, attention: rsccdaccountspayable@rsccd.edu. Any invoice that does not comply with these requirements shall be rejected by the District and no late charges or other costs arising or related to Ware’s failure to comply with the requirements in this paragraph shall be a valid cost or claim against the District. Any improper charges for late fees or other improper costs shall be deemed a valid basis to reject the entire invoice by the District. Payment for any rejected invoice in accordance with the Agreement and/or this Amendment shall not be due until 30 days after receipt of a revised valid invoice from Ware.

b. Regular Pick-Up and Schedule. Ware shall use all commercially reasonable efforts to conduct pick-ups on a regularly scheduled basis as set forth in Exhibit "A". Any changes or deviations to this pick-up schedule shall require written approval from the District. If Ware cannot make a regularly scheduled pick-up, Ware shall provide not less than two hours' written notice to the District.

c. Overfill Charges. Any overfill charges due to Ware's failure to conduct a regularly scheduled pick-up shall be rejected by the District and a valid basis to reject any invoice with an improper overfill charge. Any overfill charge shall be accompanied by reasonable documentation or other evidence to support the overfill charge; otherwise, such overfill charge or corresponding invoice shall be rejected by the District.

d. Prompt Response for Additional Services/ Requests. Ware agrees that it will use all commercially reasonable effort to respond to any requests by the District for additional services or equipment within 48 hours. Any additional costs due to a request by the District shall be in accordance with Exhibit "A" attached hereto. Any invoices or charges that are not in compliance with Exhibit "A" shall be rejected by the District.

4. Required Reporting. As required in Section 12.0 of Bid #1347 – Integrated Waste Management Services, Ware shall provide consistent and accurate reporting of the required information collected by the Ware Disposal in order for the District to assess progress in meeting its Sustainability Plan and waste diversion goals, in addition to the requirements of the State Agency Waste Management Annual Report. Ware Disposal shall implement a reporting system for tracking and reporting all waste collection, recycling and diversion information. Ware Disposal shall provide the District with the following reports monthly sent directly to those noted on this addendum under "General Services Issues" and "Generating Office" by no later than the first Friday following the previous month:

a. Types and quantities (weight) of materials recycled (including recyclables and organics).

b. Types and quantities (weight) of materials disposed.

c. Types and quantities (weight) of materials recovered at MRFs or other processing facilities.

d. Diversion rate, including the percentages and weights of material type that make up the total Diversion Rate.

e. List of all Landfills, Organics Processing Facilities, Material Recovery Facilities, Transfer Stations, Waste-to-Energy Plants and/or other processing facilities used.

5. Contact information for the parties shall be as follows:

For Contract, Amendment and Invoice Issues:

DISTRICT

Adam M. O'Connor

Email: Oconnor_Adam@rsccd.edu

Tel.: (714) 480-7321

WARE DISPOSAL

Jay Ware

Email: jay@waredisposal.com

Tel.: (714) 664-0677

For General Service Issues:

DISTRICT

Centennial Education Center – James Kennedy – kennedy_james@sac.edu

Santiago Canyon College – Chuck Wales – wales_chuck@sccollege.edu

Santa Ana College – Mario Gaspar – gaspar_mario@sac.edu

OC Sheriff's Training Academy – Timothy Winchell – Winchell_timothy@sac.edu

Digital Media Center – Sarah Santoyo – Santoyo_sarah@rsccd.edu

District Operations Center – Alex Oviedo – Oviedo_alex@rsccd.edu

COPIES TO:

GENERATING OFFICE/PURCHASING SERVICES

Rancho Santiago Community College District

2323 N. Broadway, Suite 109

Santa Ana, CA 92706

Linda Melendez, Director, Purchasing Services

714 480-7370

Melendez_linda@rsccd.edu

[SIGNATURES ON THE FOLLOWING PAGE]

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

Name: Adam M. O'Connor

Title: Interim Vice Chancellor, Business Operations/Fiscal Services

WARE DISPOSAL, INC.

By: Jay B Ware

Name: JAY B. WARE

Title: GM MGR 12/21/20

EXHIBIT “A”

See updated schedule and pricing below

Ware Disposal agrees to:

1. Complete all services for all locations by no later than 11:00 a.m. daily. Any delays in service for any reason shall be emailed to: Adam M. O’Connor at occonnor_adam@rscdd.edu as well as the related location representative, as noted in the “For General Services Issues” section of this amendment for the locations affected. Any alterations in this schedule will require written notice to the District with said notice of time changes and must be approved by District prior to changes.
2. Reports as outlined in Section 4 of this amendment shall be emailed to the following:
 - a. Accounts Payable: Dana Ericson – Ericson_dana@rscdd.edu
 - b. Purchasing Services: Linda Melendez – Melendez_linda@rscdd.edu
 - c. Location reports to be emailed to each site as detailed in “For General Services Issues”
3. Pricing for services for the period January 1, 2021 through June 30, 2022 per schedule attached to this Exhibit “A”, invoices for billing 30 days in arrears, per net 30 days from date invoices are received by District at rscddaccountspayable@rscdd.edu.

PRICING SHEETS FOR THE PERIOD: 01/01/21 – 06/30/22

Centennial Education Center – Santa Ana				01-01-2021 / 06-30-2022: \$8,579.52		
Type of Waste	No. of Bins	Bin Size	Frequency/Week	Monthly: \$476.64		
				MSW	Recycling	Organics
MSW	2	3	1	\$201.30	N/A	N/A
Recyclables	2	3	1	N/A	\$275.34	N/A

Digital Media Center – Santa Ana				01-01-2021 / 06-30-2022: \$3,549.24		
Type of Waste	No. of Bins	Bin Size	Frequency/Week	Monthly: \$197.17		
				MSW	Recycling	Organics
MSW	1	3	2	\$107.42	N/A	N/A
Recyclables	1	3	2	N/A	\$89.76	N/A

OC Sheriff's Regional Training Academy - Tustin				01-01-2021 / 06-30-2022: \$7,857.36		
Type of Waste	No. of Bins	Bin Size	Frequency/Week	Monthly: \$436.52		
				MSW	Recycling	Organics
MSW	1	3	4	\$182.05	N/A	N/A
Recyclables	1	3	4	N/A	\$153.82	N/A
Organics	1	3	1	N/A	N/A	\$100.65

RSCCD District Operations Center – Santa Ana				01-01-2021 / 06-30-2022: \$7,029.90		
Type of Waste	No. of Bins	Bin Size	Frequency/Week	Monthly: \$390.55		
				MSW	Recycling	Organics
MSW	1	3	5	\$211.12	N/A	N/A
Recyclables	1	3	5	N/A	\$179.43	N/A

Santa Ana College – Santa Ana				01-01-2021 / 06-30-2022: \$63,892.26		
Type of Waste	No. of Bins	Bin Size	Frequency/Week	Monthly: \$3,549.57		
				MSW	Recycling	Organics
MSW	9	3	5	\$1,900.08	N/A	N/A
Recyclables	3	3	5	N/A	\$538.29	N/A
Organics	5	3	5	N/A	N/A	\$1,111.20

Santiago Canyon College - Orange				Total Cost for time period: \$24,290.82		
Type of Waste	No. of Bins	Bin Size	Frequency/Week	Monthly: \$1,349.49		
				MSW	Recycling	Organics
MSW	5	3	1	\$503.25	N/A	N/A
Recyclables	2	3	2	N/A	\$179.52	N/A
Organics	3	3	5	N/A	N/A	\$666.72

SITE	SERVICE TOTAL COST 01/01/21 – 06/30/21
Centennial Education Center	\$8,579.52
Digital Media Center	\$3,549.24
OC Sheriff's Regional Training Academy	\$7,857.36
RSCCD District Operations Center	\$7,029.90
Santa Ana College	\$63,892.26
Santiago Canyon College	\$24,290.82
GRAND TOTAL:	\$115,199.10

[UNIT PRICE LOG ON THE FOLLOWING PAGE]

UNIT PRICE LOG

SERVICE PROVIDERS shall provide all unit prices below and failure to provide pricing for all line items may render the Bid non-responsive. Please also see the Special Conditions and Services for additional details on how the unit prices below will be used by the DISTRICT for additional services.

SERVICE	WEEKLY RATE	MONTHLY RATE
3-cy container – waste	\$61.59	\$266.89
3-cy container – recycling	\$56.45	\$246.36
3-cy container – organics	\$66.72	\$287.42
4-cy container – waste	\$87.25	\$379.80
4-cy container – recycling	\$82.12	\$374.67
4-cy container – organics	\$92.38	\$395.20
40 cy container – waste	\$471.16 to 4 tons / \$84.17 per	ton over 4 tons / per box.
40 cy container – recycling	\$471.16 total per box	
40 cy container – organics	\$595.22 to 4 tons / \$84.17 per	ton over 4 tons / per box.

I understand and acknowledge that the pricing provided in this Bid Form is inclusive of all required Reporting, Meetings and all Bid Requirements within the Information Required of Service Providers, as well as the General and Special Conditions and any other Contract Documents.

The SERVICE PROVIDER hereby designates the following person to be the Designated Representative of the SERVICE PROVIDER who will be the person contacted by the DISTRICT with any questions or other communications related to this Bid. The Designated Representative shall have authority to bind the SERVICE PROVIDER as it relates to this Bid. Please list only one person.

Designated Representative’s Name: Jay Ware / General Manager (x) 12-21-2020

Email: jay@wardisposal.com Telephone: 714-664-0677 x105



Rancho Santiago Community College District

3 & 4 Yard Bin Extra Service Fees

3 Yard Bin over filled \$65 / 4 yard bin over filled \$85

3 yard bin over weight \$125 / 4 yard bin over weight \$175

3 yard trash or recycle one time extra pick up \$175 / 4 yard trash or recycle one time extra pick up \$225

The following provide education and information examples (Pictures)

Properly Loaded Bin



Over Filled + Extra Debris



Over-Weight



Over Filled



No construction, no paints liquid or hazardous wastes allowed in bins

Limit of weight is 500 lbs per bin. Do not load dirt, or concrete or tree trunks or other heavy debris

Bulky items such as couches, mattresses, racks, pallets should be pulled from bins and disposed of in a roll off container.



11/08/20 thru 12/05/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-B0001891	11/12/20	79	Auxiliary Services Office-Dist	Contracted Services	COSCO FIRE PROTECTION INC	200.00
21-B0001892	11/12/20	79	Auxiliary Services Office-Dist	Contracted Services	COSCO FIRE PROTECTION INC	666.00
21-B0001893	11/18/20	79	Auxiliary Services Office	Equip-All Other > \$5,000	IPS GROUP, INC.	182,168.75
21-B0001894	11/20/20	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	EASTBAY TEAM, INC.	1,201.63
21-B0001895	12/01/20	79	Auxiliary Services Office	Other Operating Exp & Services	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0062812	11/09/20	12	Library Services	Library Books - Periodicals	EBSCO	14,800.00
21-P0062813	11/09/20	12	Library Services	Library Books - Databases	EBSCO	908.71
21-P0062814	11/10/20	12	Fine & Performing Arts Office	Instructional Supplies	SWEETWATER SOUND	1,950.12
21-P0062815	11/10/20	11	Maintenance	Contracted Repair Services	J. KIM ELECTRIC, INC	5,700.00
21-P0062816	11/10/20	41	Facility Planning Office	Bldg Impr - Land Survey	CANNON CORPORATION, DBA PENCO	14,774.00
21-P0062817	11/10/20	12	Distance Education	Purchases - New Books	DON BOOKSTORE	2,496.37
21-P0062818	11/10/20	33	CDC Santa Ana College - East	Instructional Supplies	BOOKS BY THE BUSHEL, LLC	281.10
21-P0062819	11/10/20	33	CDC Santa Ana College	Instructional Supplies	BOOKS BY THE BUSHEL, LLC	486.92
21-P0062820	11/10/20	12	EOPS	Other Exp Paid for Students	NGC US, LLC	8,140.99
21-P0062821	11/10/20	12	Financial Aid Office	Supplies Paid for Students	DON BOOKSTORE	17,500.00
21-P0062822	11/10/20	12	EOPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,250.00
21-P0062823	11/10/20	12	Library Services	Library Books - Databases	EBSCO	1,137.42
21-P0062824	11/10/20	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	AMAZON COM	1,018.34
21-P0062825	11/10/20	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	4,283.14
21-P0062826	11/10/20	13	Chancellor's Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	75.40
21-P0062827	11/10/20	11	Distance Education	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,336.50
21-P0062828	11/12/20	11	Board of Trustees	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	91.66
21-P0062829	11/12/20	12	Legal Studies	Software License and Fees	NATIONAL SOCIETY FOR LEGAL TECHNOLOGY, INC.	14,400.00
21-P0062831	11/12/20	12	Chemistry	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	452.63
21-P0062832	11/12/20	12	Veterans Service Office	Software License and Fees	HEIBERG CONSULTING INC	1,599.00
21-P0062833	11/12/20	12	Upward Bound	Software License and Fees	NATL STUDENT CLEARINGHOUSE	425.00
21-P0062834	11/12/20	12	Health & Wellness Center	Inst Dues & Memberships	AMERICAN COLLEGE HEALTH ASSOC	430.00
21-P0062835	11/12/20	12	Health & Wellness Center	Software Support Service	POINT AND CLICK SOLUTIONS INC	1,679.00
21-P0062836	11/13/20	11	District Wide Technology	Contracted Services	DIGITAL NETWORKS GROUP INC	2,906.18
21-P0062837	11/13/20	13	Maintenance	Non-Instructional Supplies	TRANE U.S. INCYTRANE U.S. INC	1,500.00
21-P0062838	11/13/20	11	Admin Services Office	Advertising	ADVANCED WEB OFFSET INC	7,818.60
21-P0062839	11/13/20	12	Chemistry	Instructional Supplies	FLINN SCIENTIFIC INC	2,819.15
21-P0062840	11/13/20	12	Chemistry	Instructional Supplies	MICROTECH SCIENTIFIC	5,591.49
21-P0062841	11/13/20	11	Digital Media Center	Contracted Services	IRVINE VALLEY AIR CONDITIONING INC	89.42
21-P0062842	11/16/20	12	Kinesiology - Intercoll Athlet	Instructional Supplies	J STYLE PREMIUMS	2,640.58
21-P0062843	11/16/20	11	District Wide Technology	Non-Instructional Supplies	B & H PHOTO VIDEO INC	46,267.38
21-P0062844	11/16/20	12	Manufacturing Technology	Software License and Fees	GOENGINEER	6,144.00
21-P0062845	11/16/20	11	Public Affairs/Gov Rel Office	Contracted Services	ANTHONY N. KAWASHIMA	546.25
21-P0062846	11/16/20	11	Pharmacy Technology	Other Licenses & Fees	ASHP AMERICAN SOCIETY OF HEALTH SYSTEM	2,900.00
21-P0062847	11/16/20	12	Fire Academy	Instructional Supplies	DEPT OF FORESTRY & FIRE PROTECTION	25,000.00
21-P0062848	11/16/20	12	Business Applications & Tech	Contracted Services	INTERACT COMMUNICATIONS	5,880.00
21-P0062849	11/16/20	13	Chancellor's Office	Non-Instructional Supplies	OFFICE FURNITURE GROUP, LLC	1,250.74

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

Printed: 12/7/2020 1:50:00PM

Environment: Production

LoginID: DR21189

11/08/20 thru 12/05/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0062850	11/17/20	11	Maintenance & Operations	Contracted Repair Services	IRVINE VALLEY AIR CONDITIONING INC	12,673.41
21-P0062851	11/17/20	13	Continuing Education Division	Advertising	25TH HOUR COMMUNICATIONS	2,500.00
21-P0062852	11/17/20	12	Risk Management	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	3,845.60
21-P0062853	11/17/20	12	Academic Affairs Office	Equip-Fed Prgm >\$1,000< \$5,000	GOLDEN STAR TECHNOLOGY, INC.	142,371.25
21-P0062854	11/17/20	43	Facility Planning Office	Equip-All Other > \$5,000	FISHER SCIENTIFIC	50,469.48
21-P0062855	11/17/20	13	Grounds	Contracted Repair Services	ARIZONA MACHINERY	2,450.59
21-P0062856	11/17/20	12	Risk Management	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	551.71
21-P0062857	11/18/20	12	Financial Aid Office	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	2,806.41
21-P0062858	11/18/20	12	Student Equity	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,000.00
21-P0062859	11/18/20	12	Student Equity	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	4,029.13
21-P0062860	11/18/20	13	Grounds	Non-Instructional Supplies	ORANGE COUNTY FARM SUPPLY	10,000.00
21-P0062861	11/18/20	12	Career Education Office	Advertising	ORANGE COUNTY APT HOUSE ASSOCIATION INC.	250.00
21-P0062862	11/18/20	12	Biology	Instructional Supplies	LIFE TECHNOLOGIES CORP	1,071.09
21-P0062863	11/18/20	13	Maintenance	Contracted Services	CLEAN ROOMS WEST, INC	1,576.75
21-P0062864	11/18/20	12	Biology	Instructional Supplies	VWR FUNDING INC	2,005.86
21-P0062865	11/18/20	12	Academic Affairs Office	Equip-Fed Prgm >\$1,000< \$5,000	CDW GOVERNMENT INC.	100,260.54
21-P0062866	11/19/20	12	Accounting	Contracted Services	25TH HOUR COMMUNICATIONS	4,650.00
21-P0062867	11/19/20	11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	1,227.04
21-P0062868	11/19/20	11	Business Operations' Office	Reproduction/Printing Expenses	360 INC	900.00
21-P0062870	11/19/20	12	Career Center	Contracted Services	OSBORNE THOMAS J	100.00
21-P0062871	11/19/20	12	Career Center	Contracted Services	WILENTZ AMY	100.00
21-P0062872	11/19/20	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	10,022.73
21-P0062873	11/19/20	11	Humanities & Social Sci Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	269.16
21-P0062874	11/19/20	11	Distance Education	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	34.94
21-P0062875	11/19/20	12	Nursing	Instructional Supplies	POCKET NURSE	1,104.61
21-P0062876	11/19/20	12	Library Services	Library Books - Databases	EBSCO	1,504.82
21-P0062877	11/19/20	12	Biology	Instructional Supplies	VWR FUNDING INC	3,922.45
21-P0062878	11/20/20	12	Academic Affairs Office	Equip-Fed Prgm >\$1,000< \$5,000	B & H PHOTO VIDEO INC	3,650.00
21-P0062879	11/20/20	12	Biology	Instructional Supplies	VWR FUNDING INC	2,510.79
21-P0062880	11/20/20	12	Short-Term Vocational	Instructional Supplies	THE DICKLER CORPORATION	243.07
21-P0062881	11/20/20	12	Short-Term Vocational	Software License and Fees	BLDG AND CONSTRUCTION TRADES DEPARTMENT	1,400.00
21-P0062882	11/20/20	13	Admin Services Office	Public Agencies' Assess & Fees	SCAQMD	136.40
21-P0062883	11/20/20	12	Continuing Education Division	Fees Paid for Students	COAST COMMUNITY	2,800.00
21-P0062884	11/20/20	33	CDC Santa Ana College - East	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0062885	11/20/20	11	Maintenance	Repair & Replacement Parts	AAA ELECTRIC MOTOR SALES	1,500.00
21-P0062886	11/20/20	33	CDC Santa Ana College - East	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	500.00
21-P0062887	11/20/20	33	CDC Santa Ana College - East	Instructional Supplies	LAKESHORE LEARNING MATERIALS	3,000.00
21-P0062888	11/20/20	33	CDC Santa Ana College - East	Instructional Supplies	SMART & FINAL	500.00
21-P0062889	11/23/20	12	Short-Term Vocational	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	14,277.13
21-P0062890	11/23/20	12	LAOCRC - Los Angeles	District Business/Sponsorships	LOS ANGELES COUNTY OFFICE OF EDUCATION	2,500.00
21-P0062891	11/23/20	11	Facility Planning Office	Public Agencies' Assess & Fees	ORANGE COUNTY SANITATION DISTRICT	74,945.86
21-P0062892	11/23/20	12	Short-Term Vocational	Contracted Services	IRVINE MEGAN ONEILL	1,100.00

4.9 (2)

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

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11/08/20 thru 12/05/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0062893	11/23/20	12	Financial Aid Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	822.03
21-P0062894	11/24/20	12	Health & Wellness	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,904.00
21-P0062895	11/24/20	12	CJ/Academies	Instructional Supplies	COULTER VENTURES, LLC	2,540.06
21-P0062896	11/24/20	12	CJ/Academies	Instructional Supplies	COULTER VENTURES, LLC	3,532.91
21-P0062897	11/24/20	11	Business Operations' Office	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	204.53
21-P0062898	11/24/20	11	Fire Academy	Repair & Replacement Parts	RINCON TRUCK CENTER, INC.	1,079.94
21-P0062899	11/24/20	12	Fire Academy	Fees Paid for Students	CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SVC	320.00
21-P0062900	11/24/20	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	1,002.16
21-P0062901	11/24/20	12	Fire Academy	Fees Paid for Students	COUNTY OF RIVERSIDE	455.00
21-P0062902	11/24/20	12	Short-Term Vocational	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	2,108.23
21-P0062903	11/24/20	12	Biology	Instructional Supplies	GSC INTERNATIONAL INC.	491.63
21-P0062904	11/24/20	12	Short-Term Vocational	Equip-All Other > \$5,000	GOLDEN STAR TECHNOLOGY, INC.	14,383.53
21-P0062905	11/24/20	33	CDC Santiago Canyon College	Instructional Supplies	BOOKS BY THE BUSHEL, LLC	233.54
21-P0062906	11/24/20	12	Geography	Software License and Fees	FOUNDATION FOR CALIFORNIA	2,500.00
21-P0062907	11/24/20	13	Admin Services Office	Public Agencies' Assess & Fees	SCAQMD	966.50
21-P0062908	11/24/20	12	Continuing Education Division	Fees Paid for Students	PREMIER FOOD SAFETY	159.00
21-P0062909	11/25/20	11	Safety & Security Office	Contracted Services	M.G. ANDREWS, INCORPORATED	7,500.00
21-P0062910	11/25/20	11	Safety & Security Office	Contracted Services	GRUVER ERIC W.	3,000.00
21-P0062911	11/25/20	12	Safety & Parking - DO	Contracted Services	OC SPECIAL EVENTS SECURITY, INC.	260.00
21-P0062912	11/30/20	33	EHS Santa Ana College	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	432.52
21-P0062913	11/30/20	11	Purchasing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	4.06
21-P0062914	11/30/20	41	Facility Planning Office	Site Improv - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	62,000.00
21-P0062915	11/30/20	11	District Wide Technology	Software License and Fees	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	52,610.66
21-P0062916	11/30/20	11	Fire Academy	Repair & Replacement Parts	UNITED TRAILER MAINTENANCE INC	1,647.75
21-P0062917	11/30/20	12	Emergency Medical Technician	Equip-All Other > \$5,000	STRYKER SALES CORP	11,182.72
21-P0062918	11/30/20	12	MESA	Non-Instructional Supplies	SHAFFER CATHERINE M	549.87
21-P0062919	11/30/20	12	Anthropology	Instructional Supplies	BONE CLONES	2,383.27
21-P0062920	11/30/20	12	Automotive Technology/Engine	Equip-All Other > \$5,000	SWITCH VEHICLES, INC.	43,693.45
21-P0062921	11/30/20	12	Short-Term Vocational	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	37,917.82
21-P0062922	11/30/20	12	Biology	Contracted Services	HUIE MECHANICAL INC	5,400.00
21-P0062923	11/30/20	13	Maintenance	Contracted Repair Services	KNORR SYSTEMS INC	5,089.08
21-P0062924	11/30/20	12	Short-Term Vocational	Instructional Supplies	POCKET NURSE	2,783.00
21-P0062925	11/30/20	43	Facility Planning Office	Buildings - Other Services	OFFICE FURNITURE GROUP, LLC	12,864.00
21-P0062926	11/30/20	11	Maintenance	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	2,948.00
21-P0062927	11/30/20	13	Admin Services Office	Lease Agreement - Equipment	XEROX CORP	2,686.77
21-P0062928	11/30/20	33	CDC Administration	Non-Instructional Supplies	BEARCOM	1,283.62
21-P0062929	11/30/20	12	Counseling	Contracted Services	CERVANTES FAUSTO EMMANUEL	200.00
21-P0062930	11/30/20	43	Facility Planning Office	Buildings - Other Services	CHIPMAN CORPORATION	3,550.00
21-P0062931	11/30/20	43	Facility Planning Office	Buildings - Contractor Svcs	COUTS HEATING & COOLING INC	16,900.00
* 21-P0062932	11/30/20	11	Safety & Security Office	Maint/Oper Service Agreements	PYRO-COMM SYSTEMS, INC.	405.00
* 21-P0062932	11/30/20	12	Safety & Parking - DO	Contracted Repair Services	PYRO-COMM SYSTEMS, INC.	285.00
PO Amt Total for * 21-P0062932:						690.00

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11/08/20 thru 12/05/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0062933	12/01/20	12	Engineering	Instructional Supplies	MOUSER ELECTRONICS	62.07
21-P0062934	12/01/20	12	Admin Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	109.24
21-P0062935	12/01/20	13	Maintenance	Non-Instructional Supplies	HOWARD INDUSTRIES	750.00
21-P0062936	12/01/20	13	Grounds	Non-Instructional Supplies	ANGELUS QUARRIES BLDG	1,500.00
21-P0062937	12/01/20	12	Student Development	Food and Food Service Supplies	SMART AND FINAL STORES LLC	2,500.00
21-P0062938	12/01/20	12	Business Division Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	838.08
21-P0062939	12/01/20	12	Distance Education	Software License and Fees	KANOPY INC.	7,000.00
21-P0062940	12/01/20	11	Fire Technology	Non-Instructional Supplies	MICHAEL J MACKENZIE	528.55
21-P0062941	12/01/20	13	Legal Studies	Inst Dues & Memberships	AMERICAN ASSOC FOR PARALEGAL ED	519.75
21-P0062942	12/01/20	13	Legal Studies	Inst Dues & Memberships	AMERICAN BAR ASSOC	1,750.00
21-P0062943	12/01/20	12	Music	Instructional Supplies	SWEETWATER SOUND	1,476.27
21-P0062944	12/01/20	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	1,264.81
21-P0062945	12/02/20	12	Admin Services Office	Non-Instructional Supplies	SCHOOL OUTFITTERS	5,218.46
21-P0062946	12/02/20	12	Admin Services Office	Non-Instructional Supplies	ULINE	5,889.22
21-P0062947	12/02/20	12	Chemistry	Instructional Supplies	MICROTECH SCIENTIFIC	13,333.05
21-P0062948	12/02/20	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	3,049.84
21-P0062949	12/02/20	12	Biology	Instructional Supplies	BIO RAD LABORATORIES	1,999.72
21-P0062950	12/02/20	12	Music	Instructional Supplies	SWEETWATER SOUND	8,598.89
21-P0062951	12/02/20	33	CDC Administration	Non-Instructional Supplies	AMAZON COM	131.09
21-P0062952	12/03/20	12	Automotive Technology/Engine	Instructional Supplies	MCMaster CARR SUPPLY CO	500.00
21-P0062953	12/03/20	12	Automotive Technology/Engine	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0062954	12/03/20	12	Automotive Technology/Engine	Instructional Supplies	CARQUEST AUTO PARTS	2,500.00
21-P0062955	12/03/20	12	Automotive Technology/Engine	Instructional Supplies	GRAINGER	1,000.00
21-P0062956	12/03/20	12	Automotive Technology/Engine	Instructional Supplies	HOME DEPOT	800.00
21-P0062957	12/03/20	11	Fiscal Services Office	Non-Instructional Supplies	OMNICHARGE INC	65.53
21-P0062958	12/03/20	11	Public Affairs/Gov Rel Office	Reproduction/Printing Expenses	AAA FLAG AND BANNER	3,700.75
21-P0062959	12/03/20	11	Fire Academy	Contracted Services	CONNECT WRIGHT LLC	825.00
21-P0062961	12/03/20	12	Human Resources Office	Online Conference & Training	UC SAN DIEGO	6,120.00
21-P0062962	12/04/20	12	LA/OC Regional Consortia	Contracted Services	HOLLOWAY TAMMIE L	6,000.00
21-P0062963	12/04/20	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	7,032.00
21-P0062964	12/04/20	12	Biology	Instructional Supplies	VWR FUNDING INC	901.41
21-P0062965	12/04/20	13	Maintenance	Non-Instructional Supplies	RONKEN INDUSTRIES INC	118.96
21-P0062966	12/04/20	12	Financial Aid Office	Non-Instructional Supplies	NOORJAM ENTERPRISES INC	592.63
21-P0062967	12/04/20	12	Financial Aid Office	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	3,894.12
21-P0062968	12/04/20	12	EOPS	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	1,554.50
21-P0062969	12/04/20	12	Short-Term Vocational	Contracted Repair Services	WHITLOCK RICHARD DAVID	1,497.33
21-P0062970	12/04/20	13	Maintenance	Contracted Services	COAST ELECTRIC	6,175.20
21-P0062971	12/04/20	12	Short-Term Vocational	Instructional Supplies	POCKET NURSE	1,239.64
21-P0219409	11/13/20	12	Resource Development	Contracted Services	CONTRA COSTA COMMUNITY COLLEGE DISTRICT	180,000.00
21-P0219410	11/16/20	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	ORANGE UNIFIED SCHOOL DISTRICT	2,500.00
21-P0219411	11/17/20	12	Resource Development	Contracted Services	PASADENA AREA COMMUNITY COLLEGE DISTRICT	682,192.00
21-P0219412	11/18/20	12	Resource Development	Contracted Services	CITRUS COMMUNITY COLLEGE DISTRICT	200,000.00

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

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0219413	11/19/20	11	CJ/Academies	Instructional Agrmt - Salary	CITY OF TUSTIN	21,000.00
21-P0219414	12/02/20	12	Resource Development	Contracted Services	EDUCATIONAL RESULTS PARTNERSHIP	2,138,093.00
21-P0219415	12/04/20	11	Apprenticeship	Instructional Agrmt - Salary	JTS SERVICES	5,631.00
Grand Total:						\$4,507,299.05

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

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Board Meeting of 01/11/2021
Bookstore Fund Purchase Order List
11/08/20 thru 12/05/20

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006519	11/12/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$50.93
TX-DON006520	11/20/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$3,512.28
TX-HAWK004772	11/9/2020	31	SCC BOOKSTORE	Textbook	PENQUIN RANDOM HOUSE, INC.	\$345.60
TX-HAWK004773	11/12/2020	31	SCC BOOKSTORE	Textbook	PENQUIN RANDOM HOUSE, INC.	\$86.40
						\$3,995.21

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

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM NOVEMBER 8, 2020 THROUGH DECEMBER 5, 2020
BOARD MEETING OF JANUARY 11, 2021**

P.O. #	Amount	Description	Department	Comment
21-B0001893	\$182,168.75	Pay and display parking permit dispensers for Santa Ana College and Santiago Canyon College	Auxiliary Services Office	Purchased from IPS GROUP, INC Auxiliary Services Director Review Jennie Adams 11/18/2020
21-P0062821	\$17,500.00	Book vouchers for EOPS students at Santiago Canyon College for the Fall 2020 semester	SCC -Financial Aid Office	
21-P0062843	\$46,267.38	Webcams to be distributed Districtwide as needed for remote use in support of temporary remote instruction	DO -ITS	Purchased from the Foundation for California Community Colleges (FCCC) Contract #CB-241-18. Board Approved: July 15, 2019
21-P0062847	\$25,000.00	Instructional material fees for State Fire Training	SAC -Fire Academy	Board Approved: August 12, 2019
21-P0062853	\$142,371.25	Laptop computers with extended warranties for students and staff to use remotely in support of temporary remote instruction	SCC -Library	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
21-P0062854	\$50,469.48	Refrigerators, freezers, ice makers and equipment storage for the new Johnson Student Center at Santa Ana College	DO -Facility Planning	Purchased from the NASPO Value Point Master Agreement #MA16000234-1 and DGS Master Agreement #7-16-99-26-02 Board Approved: April 24, 2017
21-P0062865	\$100,260.54	Laptop computers with extended warranties for students and staff to use remotely in support of temporary remote instruction	SCC -Library	Purchased from the Foundation for California Community Colleges (FCCC) Contract #CB-241-18. Board Approved: July 15, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM NOVEMBER 8, 2020 THROUGH DECEMBER 5, 2020
BOARD MEETING OF JANUARY 11, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0062891	\$74,945.86	Sewer use fees for all Rancho Santiago Community College District Sites for 2020-2021	DO -Facility Planning	
21-P0062914	\$62,000.00	Parking ticket kiosk project at Santiago Canyon College	DO -Facility Planning	Board Approved: December 14, 2020
21-P0062915	\$52,610.66	Software licenses for NetTutor online tutoring, Proctorio online proctoring and ConexED (Including Cranium Café) online advising and student services softwares in support of temporary remote instruction. Software was previously funded by the State Chancellor's Office and discounted pricing is provided through the Foundation for California Community Colleges Systemwide Technology Access Collaborative (STAC)	DO -ITS	Board Approved: December 14, 2020
21-P0062920	\$43,693.45	Switch Lab Electric Vehicle to be utilized for lab instruction in the Auto-260 course and additional hybrid or electrical related courses	SAC -Automotive	Board Approved: November 9, 2020
21-P0062921	\$37,917.82	Laptop computers with extended warranties and storage cart for students and staff to use in the computer lab classroom at the Delhi Community Center	SCC -Delhi Center	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
21-P0062931	\$16,900.00	Installation of evaporative cooler and equipment commissioning for the greenhouse at the new Science Center at Santa Ana College	DO -Facility Planning	Received Quotations: *1. Coutts Heating & Cooling, Inc. *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM NOVEMBER 8, 2020 THROUGH DECEMBER 5, 2020
BOARD MEETING OF JANUARY 11, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219409	\$180,000.00	Sub-agreement with Contra Costa CCD to host the K14 Technical Assistance Provider for the Bay Area Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219411	\$682,192.00	Sub-agreement with Pasadena Area CCD on behalf of Pasadena City College, to implement FY19/20 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
21-P0219412	\$200,000.00	Sub-agreement with Citrus CCD on behalf of Citrus College to implement FY19/20 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
21-P0219413	\$21,000.00	Instructional agreement for advanced peace officer training	SAC -CJ/Academies	Board Approved: January 14, 2019
21-P0219414	\$2,138,093.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Education Results Partnership to support the Digital Innovation and Infrastructure - Data Science Tools Program Fiscal Agent agreement	DO -Resource Development	Fiscal Agent Agreement Board Approved: November 9, 2011

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
19-B0001552	11/08/20*	43	MCCARTHY BLDG CO INC	47,487,372.04	CHANGE ORDER #1, 6/30/20; INCREASE PO BY \$223,109.04 PER THE SETTLEMENT AGREEMENT DATED 6/16/20 AND DOCKET MEMO. BOARD APPROVED: 6/15/20	DR21189
19-B0001552	11/24/20	43	MCCARTHY BLDG CO INC	48,479,258.99	CHANGE ORDER #2, 11/24/20; INCREASE PO BY \$991,886.95 PER THE FACILITY PLANNING CHANGE ORDER SUMMARY. BOARD APPROVED: 11/09/20.	DR21189
19-B0001552 Changed in: PO Amount, Printed Coments						
21-B0001878	11/08/20*	79	P2S ENGINEERING INC	265,000.00		GC25569
21-B0001878	11/12/20	79	P2S ENGINEERING INC	79,252.00		GC25569
21-B0001878	11/16/20	79	P2S ENGINEERING INC	265,000.00		GC25569
21-B0001878 Changed in: PO Amount						
21-B0001891	11/12/20	79	COSCO FIRE PROTECTION INC	187,200.00		GC25569
21-B0001891	11/12/20	79	COSCO FIRE PROTECTION INC	200.00		GC25569
21-B0001891 Changed in: PO Amount						
21-B0001892	11/12/20	79	COSCO FIRE PROTECTION INC	166,666.00		GC25569
21-B0001892	11/16/20	79	COSCO FIRE PROTECTION INC	666.00		GC25569
21-B0001892 Changed in: PO Amount						
21-B0001893	11/18/20	79	IPS GROUP, INC.	1.00		GC25569
21-B0001893	11/25/20	79	IPS GROUP, INC.	182,168.75		GC25569
21-B0001893 Changed in: PO Amount						
16-P0041058	11/08/20*	43	LINIK CORP	1,724,870.00		CE28973
16-P0041058	11/13/20	43	LINIK CORP	1,724,870.00	AMENDMENT #1, 11/13/20; EXTENSION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2021 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 11/10/20. BOARD APPROVED: 11/09/20	DR21189
16-P0041058 Changed in: Printed Coments						
18-P0049637	11/08/20*	43	TWINING, INC.	665,434.00	AMENDMENT #4 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2020 PER THE FORTH AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
18-P0049637	11/13/20	43	TWINING, INC.	665,434.00	AMENDMENT #5, 11/13/20; EXTENSION OF PROJECT COMPLETION TO BE THROUGH JUNE 30, 2021 OR UNTIL THE NOTICE OF COMPLETION IS RECORDED AND DSA CERTIFICATION AND PROJECT CLOSE-OUT HAS BEEN ACHIEVED PER THE FIFTH AMENDMENT TO THE AGREEMENT DATED 11/10/20. BOARD APPROVED: 11/09/20	DR21189
18-P0049637 Changed in: Printed Coments						

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

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
19-P0054000	11/08/20*	43	ALTA ENVIRONMENTAL	167,927.00	CHANGE ORDER #3, 01/02/2020; INCREASE AMOUNT BY \$15,000 FOR A TOTAL AGREEMENT AMOUNT OF \$167,927 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT DATED 12/11/2019 AND EXHIBIT A. BOARD APPROVED: 12/09/2019. CHANGE ORDER #2, 4/9/19; REALLOCATE \$30,000 TO ALLOWANCE PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 2/26/19. BOARD APPROVED: 2/25/19	EE88439
19-P0054000	11/13/20	43	ALTA ENVIRONMENTAL	167,927.00	AMENDMENT #3, 11/13/20; EXTENSION OF CONTRACT COMPLETION TO BE THROUGH JUNE 30, 2021 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 11/10/20. BOARD APPROVED: 11/09/20 (CHANGE ORDER #4)	DR21189
19-P0054000 Changed in: Printed Coments						
19-P0054948	11/08/20*	43	MTGL, INC.	127,100.00		CE28973
19-P0054948	11/13/20	43	MTGL, INC.	127,100.00	AMENDMENT #1, 11/13/20; INCREASE AGREEMENT BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$152,100 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 11/10/20. BOARD APPROVED: 11/09/20	DR21189
19-P0054948	11/13/20	43	MTGL, INC.	152,100.00	AMENDMENT #1, 11/13/20; INCREASE AGREEMENT BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$152,100 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 11/10/20. BOARD APPROVED: 11/09/20	DR21189
19-P0054948 Changed in: PO Amount, Printed Coments						
19-P0054994	11/08/20*	43	ARCHITECTURAL TESTING, INC.	54,290.00	AMENDMENT #1, 5/29/20; EXTENSION OF COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/26/20.	DR21189
19-P0054994	11/13/20	43	ARCHITECTURAL TESTING, INC.	91,930.00	AMENDMENT #2, 11/13/20; INCREASE AGREEMENT BY \$37,640 FOR A TOTAL AGREEMENT AMOUNT OF \$91,930 AND EXTENSION OF TIME TO BE THROUGH THE COMPLETION AND ACCEPTANCE OF ALL REQUIRED CLOSEOUT DOCUMENTATION, PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 11/10/20. BOARD APPROVED: 11/09/20	DR21189
19-P0054994 Changed in: PO Amount, Printed Coments						
19-P0055376	11/08/20*	41	ARCHITECTURE 9 PLLLP	53,200.00	AMENDMENT #1 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
19-P0055376	11/13/20	41	ARCHITECTURE 9 PLLLP	53,200.00	AMENDMENT #2, 11/13/20; EXTENSION OF CONTRACT COMPLETION TO BE THROUGH DECEMBER 31, 2022 OR UNTIL THE NOTICE OF COMPLETION IS RECORDED AND DSA CERTIFICATION AND PROJECT CLOSE-OUT HAS BEEN ACHIEVED, PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 11/10/20. BOARD APPROVED: 11/09/20	DR21189
19-P0055376 Changed in: Printed Coments						
21-P0061937	11/08/20*	33	OFFICE DEPOT BUSINESS SVCS	2,000.00	VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	AT00368

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21-P0061937	11/10/20	33	OFFICE DEPOT BUSINESS SVCS	2,000.00	CHANGE ORDER #1 11/10/20 REDUCE ITEM #1 BY \$1000 AND ADD ITEM #2 FOR \$1000 UNDER NON INSTRUCTIONAL SUPPLIES. VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	FC78314
21-P0061937 Changed in: Printed Coments						
21-P0061944	11/08/20*	33	HOME DEPOT	1,200.00	***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	FC78314
21-P0061944	11/10/20	33	HOME DEPOT	1,200.00	CHANGE ORDER #1 11/10/20 DECREASE ITEM #1 BY 600 AND ADD ITEM #2. ***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	FC78314
21-P0061944	11/10/20	33	HOME DEPOT	1,200.00	CHANGE ORDER #1 11/10/20 REDUCE ITEM #1 BY 600 AND ADD ITEM #2 BY \$600 UNDER NON INSTRUCTIONAL SUPPLIES. ***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	FC78314
21-P0061944 Changed in: Printed Coments						
21-P0061955	11/08/20*	33	HOME DEPOT	1,200.00	***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	AT00368
21-P0061955	11/10/20	33	HOME DEPOT	1,200.00	Change order #1, dated 11/10/20. To reduce the amount of line item #1 from \$1,200 to \$600. Add line item #2 for Non-Instructional supply for the amount \$600 under GL 33_2521_692000_53327_4610 per department request. *** HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	JM13964
21-P0061955 Changed in: Printed Coments						
21-P0061956	11/08/20*	33	HOME DEPOT	5,000.00	***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	AT00368
21-P0061956	11/10/20	33	HOME DEPOT	5,000.00	Change order #1, dated 11/10/20. To reduce the amount of line item #1 from \$5,000 to \$2,000. Add line item #2 for Non-Instructional supply for the amount \$3,000 under GL 33_2521_692000_53325_4610 per department request *** HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	JM13964
21-P0061956 Changed in: Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0062016	11/08/20*	33	HOME DEPOT	1,200.00	***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	FC78314
21-P0062016	11/10/20	33	HOME DEPOT	1,200.00	CHANGE ORDER #1 11/10/20 AMEND VENDORS ADDRESS TO AS FOLLOW. ***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	FC78314
21-P0062016 Changed in: Printed Coments						
21-P0062035	11/08/20*	12	C.C. IMEX	1,736.90		AT10861
21-P0062035	11/09/20	12	C.C. IMEX	1,730.15	Change order #1. To remove freight cost under line item #4. All freight was covered through the freight cost under line #3. as per department request.	JM13964
21-P0062035	11/09/20	12	C.C. IMEX	1,730.15	Change order #1. Dated 11/9/20. To remove freight cost under line item #4. All freight was covered through the freight cost under line #3. as per department request.	JM13964
21-P0062035 Changed in: PO Amount, Printed Coments						
21-P0062175	11/08/20*	12	CN SCHOOL AND OFFICE SOLUTIO	3,403.37		FC78314
21-P0062175	11/09/20	12	CN SCHOOL AND OFFICE SOLUTIO	0.00	Change Order #1 11/9/20 Cancel entire PO.	FC78314
21-P0062175	11/16/20	12	CN SCHOOL AND OFFICE SOLUTIO	778.80	Change Order #2 11/16/20 Add Item #4 Restocking Fee for the cancellation PO.	FC78314
21-P0062175 Changed in: PO Amount, Printed Coments						
21-P0062471	11/30/20	11	RSD REFRIGERATION SUPPLIES	4,000.00		CE28973
21-P0062471	12/03/20	11	RSD REFRIGERATION SUPPLIES	4,000.00	Change order #1, dated 12/3/20. To replace and correc GL account of Original PO from 11_0000_651000_15712_5640 ro 13_0001_651000_15712_4520 as per department request.	JM13964
21-P0062471	12/03/20	11	RSD REFRIGERATION SUPPLIES	4,000.00	Change order #1, dated 12/3/20. To replace and correct GL account on PO from 11_0000_651000_15712_5640 to 13_0001_651000_15712_4520 as per department request.	JM13964
21-P0062471 Changed in: Printed Coments						
21-P0062522	11/10/20	12	DON BOOKSTORE	725.15	***ATTENTION DON BOOKSTORE STAFF: PLEASE GENERATE AN INVOICE UPON DELIVER/RECEIPT OF ITEMS***	HR72316
21-P0062522	11/25/20	12	DON BOOKSTORE	725.15	CHANGE ORDER #1, 11/25/2020, TO UPDATE GL ACCOUNT STRING ON PO PER DEPARTMENT PER DEPARTMENT REQUEST. ***ATTENTION DON BOOKSTORE STAFF: PLEASE GENERATE AN INVOICE UPON DELIVER/RECEIPT OF ITEMS***	EE88439
21-P0062522 Changed in: Printed Coments						
21-P0062540	11/10/20	12	DON BOOKSTORE	997.93	***ATTENTION DON BOOKSTORE STAFF: PLEASE GENERATE AN INVOICE UPON DELIVER/RECEIPT OF ITEMS***	HR72316

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21-P0062540	11/25/20	12	DON BOOKSTORE	997.93	CHANGE ORDER #1, 11/25/2020, TO UPDATE GL ACCOUNT STRING ON PO PER DEPARTMENT REQUEST. ***ATTENTION DON BOOKSTORE STAFF: PLEASE GENERATE AN INVOICE UPON DELIVER/RECEIPT OF ITEMS***	EE88439
21-P0062540 Changed in: Printed Coments						
21-P0062598	11/16/20	13	CRISP ENTERPRISES, INC.	352.33	*** 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.	ID75156
21-P0062598	11/17/20	13	CRISP ENTERPRISES, INC.	704.66	Change order #1. Dated 11/17/20. To increase the quantity from 250 each to a total of 500 each as per department request. *** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	JM13964
21-P0062598 Changed in: PO Amount, Printed Coments						
21-P0062640	11/08/20*	12	GOLDEN STAR TECHNOLOGY, INC.	31,409.68	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0062640	11/23/20	12	GOLDEN STAR TECHNOLOGY, INC.	31,409.68	CHANGE ORDER #1 11/23/20 AMEND ITEM #1 DESCRIPTION TO READ AS FOLLOWS: VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0062640 Changed in: Printed Coments						
21-P0062673	11/08/20*	11	GOLDEN STAR TECHNOLOGY, INC.	1,427.71	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0062673	11/30/20	11	GOLDEN STAR TECHNOLOGY, INC.	1,427.71	CHANGE ORDER #1 11/30/20 AMEND ITEM #1 DESCRIPTION TO READ AS FOLLOWS: VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0062673 Changed in: Printed Coments						
21-P0062728	11/08/20*	33	FARMERS AND MERCHANTS BANK O	1,120.56		AT00368
21-P0062728	11/17/20	33	FARMERS AND MERCHANTS BANK O	688.07	Change order #1. Dated 11/16/20. To reduce the quantities on line items 2, 3 and 4. Costco online order will only allow a maximum quantity of 5each per line item. as per department request.	JM13964
21-P0062728 Changed in: PO Amount, Printed Coments						
21-P0062736	11/08/20*	12	GOLDEN STAR TECHNOLOGY, INC.	51,397.65	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314

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21-P0062736	12/01/20	12	GOLDEN STAR TECHNOLOGY, INC.	51,397.65	CHANGE ORDER #1 11/30/20 AMEND ITEM #1 DESCRIPTION TO READ AS FOLLOWS: VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0062736 Changed in: Printed Coments						
21-P0062788	11/08/20*	12	GOLDEN STAR TECHNOLOGY, INC.	21,415.69	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0062788	11/23/20	12	GOLDEN STAR TECHNOLOGY, INC.	21,415.69	CHANGE ORDER #1 11/23/20 AMEND ITEM #1 DESCRIPTION TO READ AS FOLLOWS: VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0062788 Changed in: Printed Coments						
21-P0062819	11/10/20	33	BOOKS BY THE BUSHEL, LLC	486.92		JM13964
21-P0062819	11/10/20	33	BOOKS BY THE BUSHEL, LLC	486.92	*** 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-P0062819 Changed in: Printed Coments						
21-P0062844	11/16/20	12	GOENGINEER	6,144.00		CT98635
21-P0062844	11/23/20	12	GOENGINEER	6,144.00	Change order #1. Dated 11/23/20. To update PO with vendors current address as per request by vendor and site department.	JM13964
21-P0062844 Changed in: Printed Coments						
21-P0062850	11/19/20	11	IRVINE VALLEY AIR CONDITIONI	16,262.97		DR21189
21-P0062850	11/19/20	11	IRVINE VALLEY AIR CONDITIONI	12,673.41	CHANGE ORDER #1, 11/19/20; REDUCE PO BY \$3,589.56 FOR SUPPLY ITEM TO BE CHARGED TO PO# 21-P0219062 INSTEAD.	DR21189
21-P0062850 Changed in: PO Amount, Printed Coments						
21-P0062859	11/19/20	12	GOLDEN STAR TECHNOLOGY, INC.	4,029.13	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0062859	11/23/20	12	GOLDEN STAR TECHNOLOGY, INC.	4,029.13	CHANGE ORDER #1 11/23/20 AMEND ITEM #1 DESCRIPTION TO READ AS FOLLOWS: VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0062859 Changed in: Printed Coments						

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21-P0062872	11/19/20	12	FISHER SCIENTIFIC	10,022.73	VENDOR TO PROVIDE THE FOLLOWING SCIENCE EQUIPMENT AND SUPPLIES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF NASPO VALUE POINT MASTER AGREEMENT #MA16000234-1 AND DGS MASTER AGREEMENT #7-16-99-26-02; BOARD APPROVED: 04/24/2017.	JM13964
21-P0062872	11/23/20	12	FISHER SCIENTIFIC	10,022.73	Change order #1. Dated 11/20/20. To replace item catalog # of Nitrile Gloves under line items 7, 8, 9 & 10. Original item catalog # are not instock. As per department request. VENDOR TO PROVIDE THE FOLLOWING SCIENCE EQUIPMENT AND SUPPLIES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF NASPO VALUE POINT MASTER AGREEMENT #MA16000234-1 AND DGS MASTER AGREEMENT #7-16-99-26-02; BOARD APPROVED: 04/24/2017.	JM13964
21-P0062872 Changed in: Printed Coments						
21-P0062942	12/01/20	13	AMERICAN BAR ASSOC	1,750.00		JM13964
21-P0062942	12/03/20	13	AMERICAN BAR ASSOC	1,750.00	Change order #1. dated 12/3/2. To correct the covered term period of membership to 01/1/21 - 12/31/21 as per department request.	JM13964
21-P0062942 Changed in: Printed Coments						
19-P0199333	11/12/20	12	NORTH ORANGE COUNTY CCD	533,496.00	CHANGE ORDER #1, 4/24/19; INCREASE PO BY \$17,200 FOR A TOTAL AGREEMENT AMOUNT OF \$533,496 PER THE AUGMENTED PARTICIPATION AGREEMENT DATED 4/9/19.	BY60596
19-P0199333	11/16/20	12	NORTH ORANGE COUNTY CCD	528,446.00	CHANGE ORDER #2, 11/16/20; DECREASE PO BY \$5,050 FOR A TOTAL AGREEMENT AMOUNT OF \$528,446 PER THE AUGMENTED PARTICIPATION AGREEMENT DATED 11/12/20.	DR21189
19-P0199333 Changed in: PO Amount, Printed Coments						
19-P0199334	11/12/20	12	NORTH ORANGE COUNTY CCD	150,000.00		CE28973
19-P0199334	11/16/20	12	NORTH ORANGE COUNTY CCD	173,756.00	CHANGE ORDER #1, 11/16/20; INCREASE PO BY \$23,756 FOR A TOTAL AGREEMENT AMOUNT OF \$173,756 PER THE AMENDED PARTICIPATION AGREEMENT DATED 11/06/20	DR21189
19-P0199334 Changed in: PO Amount, Printed Coments						
19-P0199337	11/08/20*	12	COAST COMMUNITY COLLEGE DIST	846,496.00		CP41423
19-P0199337	11/16/20	12	COAST COMMUNITY COLLEGE DIST	882,062.00	CHANGE ORDER #1, 11/16/20; INCREASE PO BY \$35,566 FOR A TOTAL AGREEMENT AMOUNT OF \$882,062 PER THE AMENDED PARTICIPATION AGREEMENT DATED 11/06/20	DR21189
19-P0199337 Changed in: PO Amount, Printed Coments						
19-P0199351	11/08/20*	12	SO ORANGE COUNTY COMMUNITY C	1,702,496.00		DE68698
19-P0199351	11/18/20	12	SO ORANGE COUNTY COMMUNITY C	1,738,062.00	CHANGE ORDER #1, 11/18/20; INCREASE PO BY \$35,566 FOR A TOTAL AGREEMENT AMOUNT OF \$1,738,062 PER THE AMENDED PARTICIPATION AGREEMENT DATED 11/17/20.	DR21189
19-P0199351 Changed in: PO Amount, Printed Coments						

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19-P0199353	11/18/20	12	SO ORANGE COUNTY COMMUNITY C	150,000.00		DE68698
19-P0199353	11/24/20	12	SO ORANGE COUNTY COMMUNITY C	165,000.00	CHANGE ORDER #1, 11/24/20; INCREASE PO BY \$15,000 FOR A TOTAL AGREEMENT AMOUNT OF \$165,000 PER THE MODIFIED PARTICIPATION AGREEMENT DATED 11/23/20.	DR21189
19-P0199353 Changed in: PO Amount, Printed Coments						
20-P0209427	11/08/20*	12	CHAFFEY COMMUNITY COLLEGE DI	200,000.00		CP41423
20-P0209427	11/20/20	12	CHAFFEY COMMUNITY COLLEGE DI	200,000.00	CHANGE ORDER #1, 11/20/20; UPDATE THE PERIOD OF PERFORMANCE TO BE THROUGH OCTOBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 10/12/20. BOARD APPROVED: 10/12/20	DR21189
20-P0209427 Changed in: Printed Coments						
20-P0209448	11/08/20*	12	SO ORANGE COUNTY COMMUNITY C	200,000.00		DE68698
20-P0209448	11/30/20	12	SO ORANGE COUNTY COMMUNITY C	200,000.00	CHANGE ORDER #1, 11/30/20; EXTEND THE PERIOD OF PERFORMANCE TO BE THROUGH 10/31/20 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 10/12/20. BOARD APPROVED: 10/12/20	DR21189
20-P0209448 Changed in: Printed Coments						
20-P0209478	11/08/20*	12	LYLA A EDDINGTON	60,000.00		DP29747
20-P0209478	11/10/20	12	LYLA A EDDINGTON	120,000.00	CHANGE ORDER #1, 11/10/20; INCREASE PO BY \$60,000 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 10/26/2020. BOARD APPROVED: 10/26/2020	DR21189
20-P0209478 Changed in: PO Amount, Printed Coments						
20-P0209558	11/08/20*	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	11/16/20	12	NORTH ORANGE COUNTY CCD	448,997.00	CHANGE ORDER #2, 11/16/20; INCREASE PO BY \$58,560 FOR A TOTAL AGREEMENT AMOUNT OF \$448,997 PER THE AMENDED PARTICIPATION AGREEMENT DATED 11/06/20.	DR21189
20-P0209558 Changed in: PO Amount, Printed Coments						
21-P0219120	11/08/20*	13	KONICA MINOLTA BUSINESS	6,166.92	CHANGE ORDER #2 7/30/20 INCREASE ITEM #3 COPIER 308e MAINTENANCE PLAN UNIT PRICE BY \$48.00. CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	FC78314
21-P0219120	11/09/20	13	KONICA MINOLTA BUSINESS	5,817.92	CHANGE ORDER #3 11/09/20 DECREASE ITEM #11 BY \$349.00 CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	FC78314
21-P0219120 Changed in: PO Amount, Printed Coments						
21-P0219124	11/17/20	12	WILSHIRE CONNECTION LLC	47,700.00		FC78314
21-P0219124	11/17/20	12	WILSHIRE CONNECTION LLC	10,931.25		FC78314

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21-P0219124	11/17/20	12	WILSHIRE CONNECTION LLC	11,925.00		FC78314
21-P0219124	11/17/20	12	WILSHIRE CONNECTION LLC	9,937.50		FC78314
21-P0219124	11/20/20	12	WILSHIRE CONNECTION LLC	23,850.00	Change Order #1 11/20/20 Reduce the monthly payment from \$3975 to \$1987.50 for dark fiber connectivity at SCC CWPC.	FC78314
21-P0219124 Changed in: PO Amount, Printed Coments						
21-P0219128	11/08/20*	13	WESTERN PACIFIC SVCS	900.00		FC78314
21-P0219128	11/16/20	13	WESTERN PACIFIC SVCS	0.00	Change Order #1 11/16/20 Cancel entire PO.	FC78314
21-P0219128 Changed in: PO Amount, Printed Coments						
21-P0219194	11/08/20*	11	CITY OF SANTA ANA	20,000.00		CP41423
21-P0219194	11/10/20	11	CITY OF SANTA ANA	50,000.00	Change order #1. Dated 11/10/20. To increase PO amount by \$30,000.00 to cover additional invoices through 6/30/21. The addition will increase the PO amount from \$20,000 to a total of \$50,000 as per department request.	JM13964
21-P0219194 Changed in: PO Amount, Printed Coments						
21-P0219231	11/08/20*	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	11/23/20	12	ALAMEDA COUNTY OFFICE OF EDU	100,000.00	CHANGE ORDER #1, 11/23/20; EXTEND END DATE TO BE THROUGH 10/31/20 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 10/12/20. BOARD APPROVED: 10/12/20	DR21189
21-P0219231	11/23/20	12	ALAMEDA COUNTY OFFICE OF EDU	100,000.00	CHANGE ORDER #2, 11/23/20; EXTEND END DATE TO BE THROUGH 10/31/20 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 10/12/20. BOARD APPROVED: 10/12/20	DR21189
21-P0219231 Changed in: Printed Coments						
21-P0219237	11/08/20*	11	ADLERHORST INTL LLC	55,000.00		ET18911
21-P0219237	11/09/20	11	ADLERHORST INTL LLC	70,000.00	Change order #1. dated 11/9/20. To increase the amount of PO by \$15,000 to cover additional invoice through 6/30/21 and making the total PO amount to \$70,000 as per department request	JM13964
21-P0219237 Changed in: PO Amount, Printed Coments						
21-P0219306	11/08/20*	11	SERRATO AND ASSOCIATES	20,000.00		JM13964
21-P0219306	11/10/20	11	SERRATO AND ASSOCIATES	60,000.00	Change order #1. Dated 11/10/20. To increase PO amount by \$40,000.00 to cover additional invoices through 6/30/21. The addition will increase the PO amount from \$20,000 to a total of \$60,000 as per department request.	JM13964
21-P0219306 Changed in: PO Amount, Printed Coments						
21-P0219399	11/08/20*	12	OCLC ONLINE COMPUTER LIBRARY	32,397.20		JM13964

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

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0219399	11/30/20	12	OCLC ONLINE COMPUTER LIBRARY	0.00	Change order #1, dated 11/30/20. This PO is being CANCELLED. Services is no longer needed as per request from site department.	JM13964

21-P0219399 Changed in: PO Amount, Printed Coments

4.9 (20)

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: January 11, 2021
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. Early Head Start (DO) Non-competitive continuation grant award from the U.S. Department of Health and Human Services, Administration for Children and Families, to support enrollment of children and families into Early Head Start programs. (20/21). <ul style="list-style-type: none"> • Operations Budget \$1,986,776 • Training & Technical Assistance <u>\$43,536</u> TOTAL \$2,030,312 <p><i>The match is \$507,578 (20% of the total Early Head Start costs that include the federal and the non-federal share) that consists of \$357,113 state-funded Child Development Center staff costs and \$150,465 waived indirect costs.</i></p>	12/07/2020	\$2,030,312
2. K12 Strong Workforce Program – Round 3 (DO) RSCCD is the fiscal agent for the K12 Strong Workforce Program (SWP) a categorical apportionment from the California Community Colleges Chancellor’s Office. Funding is allocated to the Los Angeles/Orange County Regional Consortium to sub-contract with Local Educational Agencies (LEAs) to support and strengthen students’ pathways from secondary to post-secondary education and career. K12 SWP funded projects shall create, support and/or expand high-quality K12 career technical education pathways and increase the levels of college and career readiness among students. (20/21). <i>No match required.</i>	12/09/2020	\$37,129,370
3. Project RAISE (Regional Alliance in Science, Technology, Engineering and Math (STEM) Education) – Year 5 (SCC) Fifth year of a five-year sub-award grant from California State University, Fullerton to serve as a partner in their U.S. Department of Education grant, Title III Hispanic-Serving Institutions (HSI) STEM and Articulation Programs. Project RAISE will implement a variety of project components to increase the number of Hispanic and low-income students who pursue STEM majors, as well as their persistence, retention and graduation rates in support of the goals and objectives of the project. (20/21). <i>No match required.</i>	12/10/2020	\$20,000
4. Strong Workforce Program Fiscal Agent 2020/21 (DO) Fiscal Agent Services Agreement from the California Community Colleges Chancellor’s Office, Workforce and Economic Development 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 providing statewide and regional activities related to the Strong Workforce Program. (20/21) <i>No match required.</i>	12/09/2020	\$12,500,000

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
5. Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers – Fiscal Agent (DO) - <i>Update</i> RSCCD was selected to serve as the Fiscal Agent for the 2018/19 Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers grant funded by the California Community Colleges Chancellor's Office (CCCCO). Update: Effective 01/01/2021, the CCCCCO is transitioning this grant award into a new Fiscal Agent Services Agreement to serve solely as intermediary to process contracts and payment disbursements on behalf of the Chancellor's Office to subcontractors providing statewide activities related to the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers. (20/21). <i>No match required.</i>	01/01/2021	N/A
6. U.S. Small Business Administration/California State University, Fullerton – Orange County/Inland Empire Regional Small Business Development Center Network (DO) Annual allocation from the U.S. Small Business Administration through the Orange County/Inland Empire Lead Center the primary grantee, hosted by California State University, Fullerton (CSUF), to fund the continuous performance of the District's Orange County Small Business Development Center (SBDC) to support the creation and growth of small businesses through professional services and training. Through consulting, training and referrals, the Orange County SBDC assists small businesses to function more effectively, increase the chances of success, enhance profitability, increase employment opportunities, and contribute to the vitality of the economy in Orange County. (20/21, 21/22). <i>The match required is \$325,000 that consists of SBDC staff costs funded by \$200,000 state grants and \$75,000 local grants.</i>	01/01/2021	\$250,000

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:	\$51,929,682	Board Date: January 11, 2021
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: January 11, 2021
Re: Approval of Sub-Agreement between RSCCD and Taller San Jose Hope Builders for the Behavior Technician Certificate Program+ Grant (#DO-20-3243-01)	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District, on behalf of Santiago Canyon College, received a competitive second year grant from the Orange County Community Foundation, Henry W. and Ellen R. Warne Family Foundation Endowment Fund, to continue support of the Behavior Technician Certificate Program+ offered at SCC's Continuing Education Center. The grant award is \$125,000. The funding term is October 1, 2020, through September 30, 2021. With direct input from industry, the Program addresses the workforce shortage for autism care technicians in Orange County, California by providing the technical training and certification needed for entry-level occupations and career pathways to advance in the industry. This Program was designed to meet the minimum requirements of three nationally accredited certifications recognized by major insurance companies: Applied Behavioral Analysis Technician (ABAT), Registered Behavior Technician (RBT), and Behavioral Certified Autism Technician (BCAT).

ANALYSIS

Rancho Santiago Community College District will be collaborating with Taller San Jose Hope Builders to provide recruitment, screening, employability and soft-skills training and engage employers to provide practicum, internship and job placement sites in order to provide greater access to underserved populations thereby enrolling 45 young adults in SCC's Behavior Technician Certificate Program+. The enclosed sub-agreement (#DO-20-3243-01) outlines the terms and conditions of the partner to implement the grant activities in accordance with the statement of work. The performance period of the sub-agreement is January 14, 2021, through September 30, 2021, with a total cost not to exceed \$28,592.00.

The project administrator is Dr. James Kennedy and the project director is Christine Gascon.

RECOMMENDATION

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

Fiscal Impact:	\$28,592.00 (grant-funded)	Board Date: January 11, 2021
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
TALLER SAN JOSE HOPE BUILDERS**

This sub-agreement (hereinafter “Agreement”) is entered into on this 11th day of January 2021, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Taller San Jose Hope Builders (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded the Behavior Technician Certificate Program+ grant #BD2153140, (hereinafter “Grant”) from the Orange County Community Foundation (hereinafter “PRIME SPONSOR”) and Henry W. and Ellen R. Warne Family Foundation Endowment Fund Workforce Development Initiative, to address the workforce shortage for autism care technicians in Orange County, California. This project will provide training, certification, and internships leading to placement for students enrolled in the program and include career pathways to advance in the industry.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of this Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE the Parties agree as follows:

ARTICLE I

1. Statement of Work
SUBCONTRACTOR agrees to provide services as described in the attached Statement of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. Period of Performance
The period of performance for this Agreement shall be from January 14, 2021, through September 30, 2021.
3. Total Cost
The total cost to RSCCD for the performance of this Agreement shall not exceed \$28,592.00 USD.
4. Payment
Disbursement of funds will begin upon RSCCD’s receipt of the fully executed Agreement and a detailed invoice for the disbursement. RSCCD shall make reimbursement payments as

long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

5. Budget

SUBCONTRACTOR agrees that the expenditures of all funds under this Agreement will be in accordance with the Project Budget (*Exhibit B*), approved by RSCCD, which by reference is incorporated into this Agreement.

6. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. Invoices must be itemized, include the Agreement number (refer to footer), and include back-up documentation for expenditures submitted for payment. Invoice(s) shall be submitted no more frequently than monthly to the following address:

Christine Gascon, Interim Executive Dean
Continuing Education, Santiago Canyon College
College and Workforce Preparation Center
1572 N. Main Street
Orange, CA 92867
gascon_christine@sccollege.edu

Final payment is contingent upon successful completion of the Statement of Work (*Exhibit A*), upon receipt of a final invoice requesting payment due September 30, 2021, and the dean's certification of the final report.

7. Reporting

- (a) Progress Reports. SUBCONTRACTOR agrees to submit progress reports as requested by RSCCD and/or the PRIME SPONSOR. The progress report is due May 14, 2021.
- (b) Final Reports. SUBCONTRACTOR agrees to submit a final expenditure report and a final performance report summarizing completion of the project activities consistent with the SUBCONTRACTOR'S Statement of Work (*Exhibit A*). The final reports are due September 30, 2021.

Reports related to this Agreement should be submitted to Christine Gascon, Interim Executive Dean, via e-mail at gascon_christine@sccollege.edu.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant funding requirements and that it is solely responsible for the appropriate expenditure of all funds received and for any misappropriation or disallowment of Grant funds.

9. Time Extensions

SUBCONTRACTOR must spend all funds allocated through this Agreement within the timeframe of the Agreement listed above under Article I.2. "Period of Performance". Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to September 30, 2021.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder is rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Statement of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with SUBCONTRACTOR guidelines.

SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

14. Insurance

SUBCONTRACTOR shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes a thirty (30) day notice of cancellation, modification, or reduction in said insurance. Within thirty (30) days of the execution of this Agreement,

SUBCONTRACTOR shall deliver certificate(s) of insurance under SUBCONTRACTOR'S comprehensive general liability insurance policy on or before the date of execution of Agreement.

SUBCONTRACTOR shall provide workers' compensation coverage for each of its employees. SUBCONTRACTOR hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish satisfactory evidence thereof at any time RSCCD may request.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR'S expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from

SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD and/or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting to this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD:

Chrissy Gascon, Interim Executive Dean
Continuing Education, Santiago Canyon College
College and Workforce Preparation Center
1572 N. Main Street
Orange, CA 92867
(714) 628-5969; Gascon_Christine@sccollege.edu

Adam M. O'Connor, Interim Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Suite 404-1
Santa Ana, CA 92706
(714) 480-7320, OConnor_Adam@rsccd.edu

SUBCONTRACTOR: Taller San Jose Hope Builders
P.O. Box 685
Orange, CA 92701

Shawna Smith, Executive Director
(714) 543-5105 ext. 110; ssmith@tsjhopebuilders.org

Zajid Cova, Director of Finance
(714) 543-5105 ext. 114; zcova@tsjhopebuilders.org

19. Force Majeure

No Party shall be liable to the other(s) for delays or failures in performance under this Agreement for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreaks, or similar occurrences beyond the Party's control, making it impossible, illegal, or commercially impracticable for a Party to perform its obligations under this Agreement, in whole or in part.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

21. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant and the Legal Terms and Conditions, as set forth and incorporated into this Agreement by reference. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations. As the Grant is subject to any additional restrictions, limitations, or conditions enacted by PRIME SPONSOR that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Taller San Jose
Hope Builders*

By: _____

By: _____

Name: Adam M. O'Connor
Interim Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: January 11, 2021

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A Statement of Work

Exhibit B Project Budget

EXHIBIT A

STATEMENT OF WORK

Hope Builders/SCC Division of Continuing Education Collaboration

Program: Behavioral Technician Certificate Program
Primary Contact: Shawna Smith, Executive Director ssmith@tsjhopebuilders.org
Fiscal Contact: Zajid Cova, Director of Finance zcova@tsjhopebuilders.org
Address: PO BOX 685, Santa Ana, CA 92701
Phone Number: 714-543-5105 ext. 110

Hope Builders Deliverables:

- Recruit, screen, and enroll 45 motivated young adults between the ages of 18-28 for the Behavioral Technician program at SCC
- Ensure workforce readiness through supplemental employment readiness and life skills instruction – 73% completion rate
- Provide individualized case management to 45 participants
- Provide job placement services to 45 participants

Target Population Served by Collaboration:

Through this collaboration, HB will recruit, screen, and enroll 45 young adults into the Behavioral Technician certification program at SCC. HB will target young adults in Orange County who are between the ages of 18-18, out-of-work and out-of-school. 100% are unemployed/underemployed and low-income, 70% are basic skills deficient, 72% are impacted by violence and 44% are pregnant or parenting.

Program Components:

Hope Builders will provide extensive wrap-around services including: academic tutoring, career mentorship, case management, employment readiness, and employment placement services. A Training Specialist works to ensure seamless coordination with SCC. Each young adult recruited by HB is matched with a Support Specialist who works to address barriers that may prevent them from successfully completing the program and entering employment. During training, Support Specialists conduct life skills workshops and address social-emotional issues through weekly one-on-one meetings and in small groups with young adults. Additionally, HB will provide employment readiness workshops covering – job searching and interviewing techniques, cover letter and resume writing, and mock interviews. After training completion, HB maintains monthly contact and one-on-one guidance for employment placement and career advancement. This is available to all young adults for up to 24 months after training completion or until the young adults has maintained employment for 6 months.

**EXHIBIT B
PROJECT BUDGET**

Budget Detail:

Grant funding will reimburse the following expenses:

Personnel, benefits	Case Manager (50%)	\$26,592
Other, Student Assistance	10 Childcare vouchers @ \$200 each	\$2,000

Total Grant Funds: \$28,592

Budget Time Period : 1/14/2021 to 9/30/2021

INCOME – PLEASE LIST THE INCOME COMING IN OR BEING REQUESTED FROM THE FOLLOWING SOURCES:	OCCF	Foundations, Corporations, and/or Government	Fundraising and/or Contributions	Program Fees	Other Income	Totals
Secured ¹		100,000	60,979			160,979
Pending ²						-
TOTAL INCOME PER FUNDING SOURCE		100,000	60,979			160,979
EXPENSES – PLEASE LIST OUT THE PROGRAM EXPENSES THAT WILL BE ALLOCATED TO EACH INCOME SOURCE:	OCCF	Foundations, Corporations, and/or Government	Fundraising and/or Contributions	Program Fees	Other Income	Totals
Personnel, benefits ³	Gap: 26,592	75,000				101,592
Supplies/Equipment						-
Consultants/ subcontracts						-
Travel						-
Postage						-
Printing						-
Other: Student Stipends/Assistance	Gap: 2,000	18,500	20,000			40,500
Other: Business Cultivation			31,434			31,434
Other: Recruitment			9,545			9,545
Other: Support Services						-
Other: Technology Expenses		6,500				6,500
Indirect:						
TOTAL EXPENSES ALLOCATED TO EACH FUNDING SOURCE	Gap: 28,592	100,000	60,979			189,571

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: January 11, 2021
Re: Approval of Professional Service Agreement with Jennifer Walsvick	
Action: Request for Approval	

BACKGROUND

Best practices in the field of early childhood care and education call for programs to address the whole child, which includes the social emotional and mental health of the child and family. Subsequently, the Early Head Start program and the California State Preschool program include related compliance mandates within grants' funding terms and conditions.

ANALYSIS

This Professional Service Agreement with Jennifer Walsvick is funded categorically by the Early Head Start grant. It allows Ms. Walsvick to provide support and guidance to the early childhood education sites, respond to child and family referrals, and provide other related social emotional and mental health services from January 12, 2021 to December 31, 2021. Additionally, Ms. Walsvick will manage all associated duties related to mental health service component, such as: intern program, mental health consultations, record keeping and documentation to ensure compliance with grants in the Child Development Services department.

RECOMMENDATION

It is recommended that the Board approve the Professional Service Agreement with Jennifer Walsvick and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related agreement on behalf of the district.

Fiscal Impact: \$20,000	Board Date: January 11, 2021
Prepared by: Janneth Linnell, Executive Director of Child Development Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Child Development Services/Early Head Start and Jennifer Walskwick, having its principal business address located at 12811 Dunas Road, Santa Ana, CA 92705 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on January 12, 2021, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Twenty Thousand Dollars (\$20,000) ("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 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)
MyLe Pham
Quality Assurance Director
2323 N Broadway, Suite 245
Santa Ana, CA 92706

Contractor: Jennifer Walsvick, Licensed Clinical Social Worker
12811 Dunas Road
Santa Ana, CA 92705

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all 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: __ Jennifer Walsvick

Print Title: __ Mental Health LCSW Consultant

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

A Scope of Work should include at least all of the following:

- **Project scope:** Describe the work being provided, including any work plan. Define required deliverables, if any, and their due dates. Set unambiguous schedule, milestones, performance standards and acceptance criteria, and due dates. Identify any project issues you have encountered or anticipate that may impact the work, such as intellectual property issues, deliverables, or PHI (Protected Health Information).
- **Physical location:** Describe or provide an address where the work will be performed. (Will they be doing the work on-site or remotely)
- **Supplies and equipment:** If supplies and equipment will be used, list them, including delineating those furnished by the District and to be furnished by the vendor or other sources.
- **Payment rate:** State the dollar amount computed by job, milestone, month, day or hour. Any upfront payments should be avoided. It is also recommended that payments be tied to completion of milestones and/or delivery of deliverables when possible.

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

SERVICES: These consultant services may include, but not be limited to:

Assist in meeting the Early Head Start Performance Standards by providing mental health education, mental health consults with families, and EHS activity programming for Santa Ana College Early Childhood Education Center (SAC) and home visits as needed and/or requested by referrals.

As referrals are provided by SAC and EHS partners such as RSCCD Home-base, and SAC; provide mental health education for families and their children and input data into Child Plus and medical records for families.

Coordinate with EHS to provide parent/family and staff mental health education workshops/meetings on topics such as: domestic abuse, child abuse reporting, stress management, health and more.

Assist in the coordination of mental health services between the community partners, center-based, and home-based components of the program as needed.

Assist all partners to problem solve difficulties that may arise related to mental health services and delivery.

Review and monitor documentation and record-keeping practices to assure compliance with Head Start Performance Standards. Propose any additions or revisions needed.

Assist in finding mental health services resources for program and individual children enrolled in Early Head Start as needed.

Serve as a resource to staff for enrolled children with special needs (as applicable to mental health needs).

Coordinate the provision of required mental health screenings and other activities within the required Early Head Start time constraints.

Participate on a regular basis at 1) case management consultation meetings; 2) Service Area Plan meetings; 3) Home-Based socializations; and 4) any other meetings designed to assist in meeting the Head Start Performance Standards.

Input and monitor documentation and timelines for all enrolled children using the Child Plus data system.

Communicate with staff via meetings/emails/phone calls and report preparation pertaining to EHS services and activities as directed by RSCCD Director.

Providing supervised support and guidance on the child development site regarding child/family referrals and services.

Ensuring that the provision of quality Family Services are maintained through intern training, evaluation, and guidance in conjunction with the CDS Executive Director.



Certificate of Liability Insurance

Date Issued: 10/01/2020

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058
Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: Jennifer Walsvick
2323 N Broadway Ste 245
Santa Ana, CA 92706

Policy Number: E124181
Policy Term: 10/05/2020 to 10/05/2021
Occupation: Licensed Clinical Social Worker

Covered Locations

Professional Liability: Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 3,000,000
Supplemental Liability	\$ 1,000,000	\$ 3,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	N/A	N/A
▫ Fire/Water Legal Liability	N/A	N/A
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

Certificate Holder

Rancho Santiago Community College District
2323 N. Broadway, St 400
Santa Ana, CA 92706

Certificate Holder has been added as an additional insured

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative
C. Philip Hodson

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL
AND SUPPLEMENTAL LIABILITY INSURANCE POLICY**

In consideration of the premium paid, this policy is amended as follows:

Rancho Santiago Community College District is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Rancho Santiago Community College District**.

Additional Insured Name and Mailing Address:
Rancho Santiago Community College District

2323 N. Broadway, St 400
Santa Ana, CA , 92706

All other terms and conditions of this policy remain unchanged.

FACULTY (CONT'D)

Adjusted Final Salary Placement

Delaby, Michael
Assistant Professor, Nursing
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: August 17, 2020
From: III-11 \$94,394.86/Year
To: IV-11 \$97,516.32/Year
(Requisition #AC20-0818)

Change of Classification

Barnard, Rebecca
Coordinator/Nurse/Associate Professor
Health & Wellness Center
Student Services
Santa Ana College

Effective: July 31, 2020
From: V-16 \$126,388.55/Year
To: VII-16 \$133,370.62/Year

Papa, Elenor Gael
Associate Professor, Nursing
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 17, 2020
From: VI-11 \$103,743.47/Year
To: VII-11 \$106,992.16/Year

Adjusted Column for Change of Classification

Shirah, Melissa
Assistant Professor, Accounting
Business & Career Education Division
Santiago Canyon College

Effective: August 17, 2020
From: III-15 \$106,056.71/Year
To: V-15 \$112,286.29/Year

Adjusted Annual Rates for Change of Classification

Vasquez, Michelle
Associate Professor, Nursing (Obstetric/Pediatric)
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 17, 2020
From: Class VI-12 \$106,656.52/Year
To: Class VII-12 \$109,904.00/Year

Leave of Absence

Rodriguez Zinn, Claudia
Part-time Instructor, Vocational/CEC
Continuing Education Division
Santa Ana College

Effective: December 12, 2020 – December 12, 2020
Reason: Emergency Paid Sick Leave (EPSL)

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Dedmon, Ryan J. Effective: December 9, 2020
Instructor, Criminal Justice/Crisis Intervention Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Human Services & Technology Division
Santa Ana College

Nerhus, Kent S. Effective: February 8, 2021
Instructor, Digital Media Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Fine & Performing Arts Division
Santa Ana College

Watkins, James C. Effective: February 1, 2021
Instructor, Philosophy Hourly Lecture/Lab Rates: II-4 \$69.83/\$62.86
Humanities & Social Sciences Division
Santa Ana College

Non-paid Instructors of Record

Couso, Garry A. Effective: December 11, 2020
Instructor, Criminal Justice
Instructor Service Agreement/Santa Ana Police Department
Human Services & Technology Division
Santa Ana College

Shynn, Christopher H. Effective: December 15, 2020
Instructor, Criminal Justice
Instructor Service Agreement/Santa Ana Police Department
Human Services & Technology Division
Santa Ana College

Non-Paid Intern Service

Rodriguez, Kimberly Effective: January 12, 2021
Non-paid Intern, Human Services Fieldwork College Affiliation: CSU, Fullerton
Student Affairs Major: Human Services
Santa Ana College

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
JANUARY 11, 2021**

CLASSIFIED

Temporary to Contract

Vargas, David Gardener Utility Worker (C120-00022) Admin. Services/ SAC	Effective: December 7, 2020 Grade 8, Step 1 \$45,186.35
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Professional Growth Increments

Ceja, Fabiola Payroll Specialist/ District	Effective: February 1, 2021 Grade 13, Step 6 + 1PG (500) \$73,233.60
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Dahl, Kayla Administrative Secretary/ Kinesiology/ SAC	Effective: February 1, 2021 Grade 12, Step 4 + 3PG (1500) \$64,177.38
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Gutierrez Lucero, Maria del Pilar Student Services Specialist/ Counseling/ SCC	Effective: February 1, 2021 Grade 10, Step 6 + 2.5%L + 2.5%Bil + 6PG (3000) \$68,966.76
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Hale, Kristine Science Lab Coord./ Science & Math/ SCC	Effective: February 1, 2021 Grade 13, Step 6 + 7.5%L + 6PG (3000) \$81,188.62
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Kramer, Laura Special Projects Specialist/ Counseling/ SCC	Effective: February 1, 2021 Grade 11, Step 3 + 4PG (2000) \$58,664.36
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Sanchez, Chris Transfer Center Spec./ Counseling/ SAC	Effective: February 1, 2021 Grade 11, Step 2 + 1PG (500) \$54,468.89
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Change in Position

Flores, Rodrigo From: Custodian To: Sr. Custodian Utility Worker (CL20-000019) Admin. Serv./ SAC	Effective: January 4, 2021 Grade 7, Step 5 + 5%SW \$55,516.57
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Change in Position cont'd

Molina Valdez, Jorge
From: Custodian
To: Sr. Custodian Utility Worker
(CL20-00020) Admin. Serv./ SAC

Effective: January 4, 2021
Grade 7, Step 5 + 2.5%L \$54,194.74

Talamantes, Edgar
From: Gardener Utility Worker
To: Skilled Maintenance Worker
(CL20-00024) Admin. Serv./SAC

Effective: December 14, 2020
Grade 11, Step 1 \$51,406.72

Change in Salary Placement

Fouste, James
Sr. District Safety Officer/ District

Effective: December 6, 2020
Grade 13, Step 6 + 5%SW \$76,370.28
Change Shift from Day to Swing

Tingirides, Tiffany
Sr. District Safety Officer/ District

Effective: July 1, 2020
Grade 13, Step 6 + 5%SW \$76,370.28
Change in step

Leave of Absence

Cardenas, Susana
Administrative Secretary/ Career Ed./ SAC

Effective: 12/08/20 – 12/18/20
Reason: Emergency Paid Sick Leave

Garcia, Maria
HR Technician/ Human Resources/ District

Effective: 12/28/20 – 12/31/20
Reason: Emergency Paid Sick Leave

Hermen, Lisa
Sr Clerk/ Kinesiology/ SCC

Effective: 04/19/21 – 04/30/21
05/03/21 – 05/28/21
06/07/21 – 06/25/21
Reason: Non Work Days for 10 Month
Contract

Lozano, Erik
Technical Specialist II/ ITS

Effective: 12/02/20 – 12/03/20
Reason: Emergency Paid Sick Leave

Rabot, Irene
Library Technician II/ Library/ SAC

Effective: 12/14/20 – 01/24/21
Reason: Maternity Leave

Requena Ramirez, Raquel
Student Services Coord./ Career Ed./ SAC

Effective: 11/30/20 – 12/11/20
Reason: Emergency Paid Sick Leave

Leave of Absence cont'd

Rodriguez, Fidel Lead Custodian/ Admin. Services/ SAC	Effective: 12/07/20 – 12/18/20 Reason: Emergency Paid Sick Leave
Rubio, Miguel Skilled Maintenance Worker/ Admin. Services/ SAC	Effective: 11/16/20 – 11/20/20 Reason: Emergency Paid Sick Leave

Return from Leave

Martinez, John Sr. Custodian Utility Worker/ Facilities/District	Effective: December 7, 2020
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CLASSIFIED HOURLY

Leave of Absence

Garcia, Jose A Custodian/ Admin. Services/SAC	Effective: 12/07/20 – 12/18/20 Reason: Emergency Family Medical Leave of Absence/ Emergency Paid Sick Leave
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TEMPORARY ASSIGNMENT

Short Term Assignment

Dominguez, Diana Instructional Assistant/ Student Services/ SAC	Effective: 01/12/21 – 05/28/21 Grade 5 \$19.31/Hour
Fisher, Ivette Library Clerk/ Library/ SAC	Effective: 02/08/21 – 06/30/21 Grade 6 \$20.00/Hour
Hernandez, Gabriela Admissions & Records Spec. I/ Student Services/ SCC	Effective: 01/12/21 – 02/19/21 Grade 6 \$20.00/Hour
Massey, John Accompanist, Fine & Performing Arts/ SAC	Effective: 02/08/21 – 06/30/21 Grade 10 \$23.57/Hour
Mata, Alexandra General Office Clerk/ Public Affairs/ Ed. Services	Effective: 01/12/21 – 06/30/21 Grade 3 \$18.11/Hour

Short Term Assignment cont'd

Morand, Alexander
Instructional Assistant/ Math & Science/
SCC

Effective: 02/08/21 – 12/11/21
Grade 5 \$19.31/Hour

Salloum, Amanda
Student Services Specialist/ Enrollment/
SCC

Effective: 01/12/21 – 06/30/21
Grade 10 \$23.57/Hour

Vazquez, Erika
Instructional Assistant/ Math & Science/
SCC

Effective: 02/08/21 – 12/11/21
Grade 5 \$19.31/Hour

Additional Hours for Ongoing Assignment

Gomez, Lisa
Alternate Media Specialist/ DSPS/ SAC

Effective: 01/19/21 – 04/07/21
Not to exceed 19 consecutive days in any
given period.

Morales, Adriana
Student Program Specialist/ Continuing
Ed./ CEC

Effective: 12/04/20 – 06/30/21
Not to exceed 19 consecutive days in any
given period.

Mosqueda, Berenice
Learning Facilitator/ Student Services/
SCC

Effective: 01/04/21 – 02/05/21
Not to exceed 19 consecutive days in any
given period.

Velazquez, Kimberly
Sr. Clerk/ Student Services/ SAC

Effective: 12/15/20 – 06/30/21
Not to exceed 19 consecutive days in any
given period.

Substitute Assignments

Lyons, Derinda
Instructional Assistant/ Human Services
& Tech./ SAC

Effective: 02/08/21 - 06/11/21

Rodriguez, Liliana
Student Services Coord./ Student
Services/ SAC

Effective: 01/01/21 – 06/30/21
Not to exceed 19 consecutive days in any
given period.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To: Board of Trustees	Date: January 11, 2021
Re: Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Centers, California School Employees Association (CSEA) Chapter 888	
Action: Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Child Development Centers, CSEA Chapter 888 is presented for information and public review. The Government Code requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 888 and schedule a public hearing for February 8, 2021.

Fiscal Impact: To be Determined	Board Date: January 11, 2021
Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

**INITIAL CONTRACT REOPENER PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CHILD DEVELOPMENT
CENTERS-CSEA CHAPTER 888
2020-2021 REOPENER**

The Rancho Santiago Community College District presents this initial reopener proposal Per Article 23.1, to the California School Employees Association (CSEA) and its Rancho Santiago Community College Districts Child Development Center Chapter 888 for the 2020 – 2021 term.

Article 8 – Wages and Hours

- The district has an interest in maintaining a salary schedule supported by the appropriate categorical funds.

Article 11 – Health and Welfare

- The district has an interest in maintaining the district contributions for health and welfare as supported by the appropriate categorical funds.

Article 21 – Professional Responsibility and Workload

- The district has an interest in discussion of planning and assessment activities.
- Workload

Article 23 – Duration of Agreement

- The District has an interest in discussing the timeline for submitting initial proposals for a successor agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To: Board of Trustees	Date: January 11, 2021
Re: Approval of Professional Services Agreement between Rancho Santiago Community College District and PPL, Incorporated	
Action: Request for Approval	

BACKGROUND

The Chancellor approved the recommendation in the selection of PPL Incorporated to assist in the executive search and selection process for the Vice Chancellor of Business Operations/Fiscal Services, Vice Chancellor of Human Resources and Chief Advisor for Academic and Diversity Programs.

ANALYSIS

The Chancellor authorized the Vice Chancellor of Human Resources to negotiate the professional services agreement not to exceed \$84,000 and to coordinate the executive search and selection process for the new Vice Chancellor of Business Operations/Fiscal Services, Vice Chancellor of Human Resources and Chief Advisor for Academic and Diversity Programs.

The term of this agreement is for the period of January 12, 2021, through June 30, 2021.

RECOMMENDATION

It is recommended that the Board of Trustees approve of the Professional Services Agreement between Rancho Santiago Community College and PPL, Incorporated, as presented.

Fiscal Impact: Not to exceed \$84,000	Board Date: January 11, 2021
Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Human Resources and PPL, Inc., having its principal business address located at P.O. Box 17457, South Lake Tahoe, CA 96151 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 on January 12, 2021 and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

giving a written notice of termination.

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed eighty-four thousand Dollars (\$84,000) ("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

6.4 (5)

- 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)
Rancho Santiago Community College District
Tracie Green, Vice Chancellor, Human Resources
2323 N. Broadway
Santa Ana, CA 92706

Contractor: Guy Lease
P.O. Box 17457
South Lake Tahoe, CA 96151

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: __Guy F. Lease

Print Title: __Executive Vice President/CFO

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.

Detailed Scope of Work & Payment Schedule (please see attachment)



December 24, 2020

Rancho Santiago Community College District, Board of Trustees
C/O Tracie Green
Vice Chancellor, Human Resources
2323 N Broadway
Santa Ana, CA 92706

RE: Consideration for Executive Searches

- Vice Chancellor, Human Resources
- Vice Chancellor, Business Operations and Fiscal Services
- Chief Advisor for Academic and Diversity Programs

Dear Board of Trustee Members:

PPL, Inc. takes great pleasure in forwarding this proposal to the Rancho Santiago Community College District to conduct executive search services for three positions: Vice Chancellor, Human Resources; Vice Chancellor, Business Operations and Fiscal Services; and Chief Advisor for Academic and Diversity Programs. PPL has been providing consulting and search services since 1978; the firm has an extensive record of helping districts find qualified and experienced leaders from diverse backgrounds who have served the community colleges well.

Rancho Santiago Community College District and its two colleges, Santa Ana College and Santiago Canyon College, all have long standing histories and memorable traditions of excellence in education, community volunteerism and philanthropy. Yet, there continues to be a need to balance history and tradition with innovation, flexibility and nimbleness to move quickly to address the changing environment in which we live. The District is well positioned to address the needs in its communities and a global society that is changing demographically, economically, technologically, and environmentally. However, having effective service by District Office leaders is key to making that happen.

Experience with Executive Searches in the National Community College Arena

PPL believes strongly that its search consultants provide “the best of both worlds.” The firm’s long history of service, with only a few exceptions, has focused exclusively on executive searches for the California community colleges; PPL knows these colleges well. However, the firm’s reach in executive recruitment is much broader. Contacts are cultivated and maintained across the country, so that the search for the District’s executive staffing needs will result in a large, diverse, and highly qualified pool of applicants for both positions. PPL has maintained partnerships with professional associations, major universities preparing community college leaders, and associations representing the diverse community of applicants pursuing professional growth. We pursue candidates who have the capacity and willingness to address the emerging challenges in higher education institutions.

The PPL Approach

PPL will customize its services to meet your District’s needs. We suggest practices and resources that have been successful in past searches we have completed, and we caution about those that we have found to be

problematic. PPL partners with the District to pursue an effective process, with a final selection of new executive leaders who will serve the District well.

We understand that, for the Chief Advisor for Academic and Diversity Programs, a Job Description does not exist, as of yet, but is being developed by the District. The creation of this document must be carefully addressed to be sure both applicants and the District are clear regarding the intended function of this position within the management structure and expectations for performance of the incumbent.

PPL Search Consultant Team

You will note that the assigned teams of consultants to each of these respective searches have individuals with recent professional experience specific to the roles each RSCCD executive leader plays in addition to having worked more recently is providing executive search services with PPL, Inc. The proposal's Staff Qualifications section incorporates summaries of consultants assigned.

Briefly here, we would point out the following:

- Ms. Diane Clerou, paired with Dr. Pam Walker for the Vice Chancellor, Human Resources team. Ms. Clerou retired in 2016 as the Vice Chancellor of Human Resources at State Center Community College District. Dr. Walker retired in 2017 as the Executive Vice Chancellor, Educational Programs and Services at the California Community College Chancellors Office.
- Dr. Bob Miller will co-consult with Dr. Guy Lease for the Vice-Chancellor, Business Operations and Fiscal Services team. Dr. Miller retired in 2019 as Vice Chancellor, Finance and Resource Development at the Los Angeles Community College District; Dr. Lease also served for many years in a chief business officer position at Lake Tahoe Community College District.
- Drs. Robert Griffin and Jeanie Nishime comprise the team for the Chief Advisor for Academic and Diversity Programs. Both have rich backgrounds in their respective cultures, and have served in Chief Student Services Officer positions for many years at culturally diverse community colleges.

In addition, PPL is proposing to assign myself as an executive search coordinator, should the firm be contracted to conduct all three searches. In that role, I would interface between each of the assigned teams and the District's Human Resources Office, the Office of the Chancellor, and the Board of Trustees. We believe such coordination would add significant value to PPL's provision of services.

Proposed Fee for Services

The more detailed full proposal includes the services provided and the fees for each component of the search. The fee for full search services is \$79,000 for the three searches identified in the RFP, plus reimbursement of necessary and appropriate travel expenses not to exceed \$4,000. There are several options we can discuss with you to adjust this cost and described services, if necessary. We will be pleased to negotiate with your District to re-quote our fee, should you require more or less than the full search services listed.

PPL Contacts

Please make all inquiries regarding the proposal for this search directly with me or Dr. Sugimoto. I may be contacted by phone at (209) 761-0534 or e-mail at bduran@pplpros.com. If I cannot be reached and you need assistance immediately, Dr. Sugimoto may be reached by phone at (562) 972-8983 or e-mail at lsugimoto@pplpros.com. We look forward to the opportunity to serve the Rancho Santiago Community College District's Board of Trustees, the Colleges, and the communities of the District.

Sincerely,



Benjamin T. Duran, Ed.D.
President/Co-owner



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Response to a Request for

Scope of Work, Cost & Payment Schedule, Tentative Timeline

Executive Search

Vice Chancellor of Business Operations & Fiscal Services

Vice Chancellor of Human Resources

Chief Advisor for Academic and Diversity Programs

December 24, 2020

Statement of Firm Qualifications

PPL, Inc. has a long record of assisting districts with executive searches. PPL search consultants have many years of executive experience in the California community college environment and are experts in working with districts to conduct and complete successful searches; however, the company's scope of recruitment is nationwide with a database of contacts that includes executives in leadership positions from colleges across the nation. Often, over 900 contacts are made with potential applicants, with additional personal phone calls made to individuals in the recruitment process. Recent executive recruitments resulted in pools of approximately 25 to 50 candidates who met Minimum Qualifications (MQs), with 40-60% people from historically underrepresented groups and 25-40% women.

PPL consultants assist in the design of the process and engage closely with the District's Human Resources Office (HR) and the Vice Chancellor of Business Operations and Fiscal Services, Vice Chancellor of Human Resources, and the Chief Advisor for Academic and Diversity Programs Screening Committees (Committees) to ensure the process follows the District's Board Policies/Procedures and adheres to a mutually developed search timeline for each. Movement through each stage of the process is deliberate yet expeditious. The average duration of a search and selection, from planning to appointment, is approximately five months. Once media (print and online) and advertising are initiated, a recruitment period of approximately 45 days commences, culminating with first level (search committee) interviews and recommendations to the Chancellor of finalist candidates. The Chancellor's finalist interviews follow, along with Board approval of the appointments. Reasonable adjustments to shorten the timeframe may be made, as necessary. However, care should be taken that each step of the process is expertly and carefully executed.

Staff Qualifications

Qualifications of PPL consultants to be assigned to each executive search are described below.

Vice Chancellor of Business Operations/Fiscal Service

Guy F. Lease

Dr. Lease retired from Lake Tahoe Community College in 2008 after serving 18 years as Superintendent/President. During his tenure at LTCC, he was elected to the Board for the Chief Executive Officers of the California Community Colleges, serving as the President of that Board and as President of the Community College League of California board. Prior to the opportunity to serve as a Chief Executive Officer, he held the position of Chief Business Officer in three districts and was chosen to serve one year as the President of the Association of Chief Business Officials for the California Community Colleges.

Following his retirement, he was recruited to serve as the Interim President of Fresno City College. At the end of this assignment, he was asked to join PPL, Inc. as the Executive Vice President/CFO. Subsequently, he served two interim assignments as the President of Las Positas College in Livermore, California and was recruited by the Chancellor of the California Community Colleges to serve as the State Special Trustee for the San Francisco Community College District; a position that lasted 23 months and resulted in a balanced budget and a reaffirmation of accreditation with no conditions.

Over the past twelve years, he has served on a number of PPL executive search teams assisting California Community College Districts hiring Chief Executive Officers and other senior executive positions. He has over 40 years of experience working with district Human Resources and Technology Departments, Search Committees and Boards of Trustees.

Bob Miller

Dr. Robert B. Miller's commitment to community colleges spans 43 years. His love for community colleges began with his alma mater, Pasadena City College. He knows the college as a student, faculty member, dean, vice president educational services, assistant superintendent/senior vice president business and college services, and interim superintendent/president. He held positions overseeing all business and finance functions, facilities, human resources, information technology, and media and educational services including serving as the Accreditation Liaison Officer.

Dr. Miller served as Vice Chancellor, Finance and Resource Development for the Los Angeles Community College District consisting of nine community colleges retiring from the District December, 2019. Reporting to the Chancellor, the position oversaw the District's finances, business services, institutional advancement, risk management and information technology. Dr. Miller led an assessment and restructuring of the District's information technology organization, delivery model and funding. He established a Bond Program Monitor (BPM) for the \$9.6 billion BuildLACCD program and established a new Bond construction Program Management Office (PMO).

Dr. Miller holds an associate degree in telecommunications from Pasadena City College, a bachelor's degree in business administration from the University of La Verne, a master's degree in Public Administration from California State University, Northridge, and a doctorate in Public Administration from the University of La Verne.

Vice Chancellor of Human Resources

Diane Clerou

Ms. Clerou worked as an HR manager in the California community colleges for 27 years. She served as the Assistant Chancellor, HR, at Kern CCD for five years, was Interim Director, HR, at Victor Valley College, and retired from State Center CCD as the Vice Chancellor, HR, in 2016. In 2017 she was Interim Vice Chancellor, HR, at South Orange County CCD. In 2018 she assisted South Orange County CCD with its recruitment for the Vice Chancellor, HR, in 2019 she assisted Glendale CCD with its search for Vice President, HR, and in 2020 assisted Calbright Community College District – On-line College with its search for Executive Director of HR.

Ms. Clerou earned her Master's and Bachelor's degrees in Public Administration from California State University, Bakersfield. She has worked with PPL since 2016.

Pamela D. Walker

Dr. Pamela Walker served as executive vice chancellor of educational programs and services at the California Community College Chancellor's Office and oversaw divisions responsible for providing state-level technical assistance for all community college instructional and student services activities. Walker led efforts developing the bachelor's degree, integration of programs in both student services and instruction, led the task force on accreditation and was responsible for streamlining the curriculum approval process. Prior to the Chancellor's Office, Walker served American River College where she worked for 12 years including a stint as interim president of the college. Prior to being named president, she held positions including vice president for student services, associate vice president for instruction, and dean of science and allied health. At Cerritos College she was the dean of health, physical education, recreation, athletics and dance and interim dean of admissions and records. She also held the position of associate commissioner for the California Community College Athletic Association.

Walker received her bachelor's degree from Eastern Oregon State University in La Grande, master's degree from California State University, Sacramento, and her doctoral degree in organization and leadership from the University of San Francisco.

Chief Advisor for Academic and Diversity Programs

Robert E. Griffin

Dr. Griffin became a co-owner and Vice-President of PPL, Inc. in 2012. Prior to that, he served as a PPL Senior Associate and then Board of Directors member for services in the Northern California area. Since 2009, Dr. Griffin has conducted CEO searches for Contra Costa CCD, Lake Tahoe CCD, Santa Rosa CCD, Monterey Peninsula CCD, ACCJC/WASC, Mendocino/Lake CCD, Gavilan CCD, Butte CCD, Napa Valley CCD and Hartnell CCD. In 2008, Robert retired as Vice President of Educational Programs and Services at De Anza College. His responsibilities included oversight of Institutional Research, as well as serving as the Accreditation Liaison Officer. During Dr. Griffin's 39-years of employment in higher education, he served on 15 accreditation teams. Robert also taught graduate classes in the Department of Education at Santa Clara University for six years. His college administration experience includes serving as the Dean of Students at Monterey Peninsula College and the Director of Student Activities at San Jose State University. While at Monterey Peninsula College he served on the District negotiation teams for the faculty and classified bargaining process. Dr. Griffin held leadership roles in regional and statewide professional associations, including serving as the President of Association of California Community College Administrators (ACCCA). As a part of his work with PPL, Inc., Dr. Griffin served as project lead for the development of an Educational Master Plan for College of the Canyons in Santa Clarita California and has placed numerous administrators and expert consultants at California community colleges.

Jeanie Nishime

Dr. Jeanie Nishime retired after 39 years as a California Community College educator. She began her career as a classified employee before becoming a counselor at Fullerton College. She retired in 2017 as the Vice President for Student and Community Advancement at El Camino College. Dr. Nishime is committed to serving and giving back to her community. She ran for and was elected to the El Segundo Unified School District Board of Education in 2011. She retired from the board in 2020 after serving as its president and leading the district during a difficult year of calls for more diversity in hiring at the district, school closures, distance and hybrid education.

Dr. Nishime was born and raised in Japan but educated in English in DoD schools. She emigrated to California to attend college. She received her BS in Psychology from Point Loma College, MS in Educational Counseling and Career Development from CSU Long Beach and Ed.D. in Institutional Management from Pepperdine University. She has been a consultant with PPL since 2018 participating in searches at Porterville, Ventura, Irvine Valley and Citrus Colleges. She has also assisted in searches at Victor Valley College and LA Valley College.

Coordination

Benjamin Duran

In addition, PPL proposes the provision of an executive search coordinator who will be the primary interface between the assigned teams above and the District's Human Resources Office, the Office of the Chancellor, and the Board of Trustees. PPL's President Dr. Ben Duran will serve in this capacity and his qualifications are described below.

Dr. Duran has participated in successful CEO searches at various California Community College Districts across the state— Mira Costa CCD, Ventura County CCD, and Oxnard College, San Joaquin Delta CCD, Modesto Junior College and Los Angeles Community College District . He retired as Superintendent/President of Merced CCD, after serving for 22 years there, 14 years as CEO. During his tenure as President, he served as president of the Community College CEO Board and the CCCCCO Economic Development Advisory Committee. He was appointed by State Chancellor, Jack Scott, to serve on the Student Success Task Force.

Performance Plan Addressing the Scope of Services

• *Development of Candidate/District Profile*

Consultants work with the District to determine the kind of leadership needed for each position. This is typically done by identifying minimum qualifications and desirable qualifications, which should already be incorporated in the formal Job Description, as well as professional and personal characteristics that will further the District's mission and goals. Input is typically solicited from constituent group leaders serving on the Committees. This is incorporated into a formal position announcement.

We understand that, for the Chief Advisor for Academic and Diversity Programs, a Job Description does not exist, as of yet, but is being developed by the District. The creation of this document must be carefully addressed to be sure both applicants and the District are clear regarding the intended function of this position within the management structure and expectations for performance of the incumbent. The consultants confer with the Committees in developing meaningful evaluation criteria that lead to positive search processes and outcomes. To support that process, consultants work with the Committees early on, using the formal position announcement as a guide, to come to a consensus on qualifications and characteristics of ideal candidates that would be interviewed and, ultimately, recommended as finalists to the Chancellor.

• *Advertisement and Recruitment*

The position announcements, approved by the Chancellor or designee, briefly describes the District and its environment, current issues, qualifications and characteristics of the ideal candidate, the search and selection process for each position, and instructions on how to apply. To announce the vacancy, PPL consultants assist in the development of the District-sponsored Vice Chancellor and Chief Advisor Searches websites by working in cooperation with appropriate staff from various offices (e.g., human resources, information technology, institutional research, and public information). The website links the user to an online application portal, describes the position(s), shares information about the District, and gives a flavor for the communities it serves. Numerous links are incorporated to take the website navigator to institutional and external information the District feels important to share. This online tool facilitates each prospective

applicant in conducting a thorough review of this professional opportunity and assessing whether it is a good match for him or her.

An aggressive advertising strategy is planned and executed based on HR's experience and expertise, the media available, and budgeted resources. Consultants assist the District in identifying nationwide, state, and other appropriate publications for placing advertisements for the position. A wide variety of journals and other media, particularly those focused on the recruitment of underrepresented professionals, assure that a diverse pool of prospective applicants is reached.

PPL consultants and District HR representatives conduct initial outreach to prospective applicants within and outside of California. This outreach is accomplished through standard statewide practices, using the California Community College System Registry and distribution list serves for key executive positions in the 116 colleges and 73 districts. (e.g., CEOs, Board Presidents, Chief Instructional Officers, Chief Student Services Officers, Chief Business Officers, Chief Human Resource Officers, etc.).

PPL conducts an extensive recruitment campaign; PPL consultants maintain a network of contacts in a database that enhances the recruitment process. The list of contacts contains individuals in executive positions at community colleges in several neighboring states as well as in colleges in all parts of the country. Many have distinguished themselves by being recognized for honors by the American Association of Community Colleges and The Aspen Institute. Individuals in the PPL database are contacted, as are leaders of professional associations and program coordinators of university higher education leadership programs.

PPL's sole focus is advancing the interests of the Rancho Santiago Community College District in the search and selection processes that are aggressive, fully open, and fair. Extensive recruitment is designed to cast the net as broadly as possible but, more importantly, to focus on those communication channels that are likely to generate an applicant pool that is rich in experience, skills, and diversity and inclusion in all aspects of the term.

PPL uses its networking to actively seek out prospective applicants its consultants believe would make suitable candidates for the position. PPL contacts individuals who are currently looking to advance themselves professionally. PPL also approaches those who are prepared for the next career transition, seemingly a good match for the position, but who are not necessarily looking to move from their current positions.

To keep the base of contacts fresh and relevant to current search services, PPL co-owners and associate consultants maintain a relationship with executive-level leaders in the California community colleges, as has already been mentioned. **(Lisa, I don't see that this has already been mentioned, unless I'm missing it. If so, we should delete that phrase. For the Chief Advisor position, we should bring special focus to our activities that promote diverse applicant pools. So, I repositioned that statement and added to it.)** Diversity and inclusion are consistently emphasized. Implicit bias and the importance of inclusion are frequently addressed throughout the search and selection process, but particularly so in the recruiting and advertising phase of the process. PPL co-owners also maintain awareness of initiatives focused on enhancing the diversity of applicant pools for positions in the community colleges and participate in those initiatives, particularly in the recruitment and advertising, as appropriate. As an example, Dr. Duran is a member of COLEGAS, the newly established community college organization dedicated networking of Latinx professionals. As Executive Director of the Central Valley Higher Education, he is also being invited to consult with the Governor's Postsecondary Council Higher Education Taskforce for Recovery with Equity. In his capacity, he is leading virtual conversations around equity and racial and social justice with California Central Valley college and university CEOs.

- ***Selection Process Planning***

By carefully implementing the District’s established search process, PPL guides the Search Committees’ work. The consultants further discuss any relevant Brown Act implications and applicable laws with the Committees and ensure compliance within the context of the work to be completed.

Due to recent COVID-19 measures, PPL consultants are experienced in assisting districts and colleges with use of their remote conferencing technology (MSTeams, Zoom, etc.) to support Committee planning for the selection processes. Special considerations must be made for confidentiality of selected documents (rating forms, interview questions, etc.) when working remotely.

Confidentiality is also a focus with the committees in regard to applicants and interviewing candidates, in the beginning and throughout the process. Any breach of confidentiality jeopardizes the completion of a successful search and leaves a negative impression in the community and with potential candidates.

PPL uses its experience and resource materials to assist the Committees and, subsequently, the Chancellor to create selection procedures and tools carefully designed around criteria identified in the position announcements. Prior to the Committee members’ access to the applicant files for screening, potential interview questions are discussed, and a final list of questions is developed based on the established qualifications, characteristics, and criteria. Further, the consultants work with the Committees to consider the length of time for each interview, the number of questions that are appropriate for the duration of interview time, and other potential procedures for the interview day activities (e.g., in-interview presentation).

The firm assists with appropriate paper screening procedures, interview day activities, and other selection activities. Background checking procedures and the tools designed for all those processes will be customized to meet the District’s needs but in such a way that each segment is referenced carefully to the qualifications, experience, and qualities the College/District seeks.

PPL consultants consistently remind the Committees and District leadership about the criteria that were identified for making such evaluations. Consultants also assure, along with the District’s EEO representative, that the Committees’ considerations are focused on those criteria. Unnecessary or irrelevant criteria, should they surface, are identified as such so that the search and selection process remain fair and objective. At the same time, PPL is careful to respect and support the role of the Committees as decision-makers in making a recommendation for finalists.

- ***First-Level Candidate Consideration and Interview Process***

Consultants work with HR staff, as requested, to review the applicant pools for meeting minimum qualifications.

If desired, consultants also work with HR to consider first-level interview sites, which is most often conducted off-campus, to protect the confidentiality of those being interviewed at the first level. Again, in the COVID-19 environment, interviews have also been conducted remotely, using districts’ remote conferencing technology. While careful planning is even more important when dealing with COVID measures, it does reduce the cost of interviewing for both the District and the candidates.

Consultants also assist HR staff, as needed, in planning communication with the candidates invited for an interview. Again, Committee members are consistently reminded of the confidential nature of the search and the criteria for completing their paperwork for those candidates they wish to consider further.

Consultants facilitate the interviews (in-person or remotely) by accompanying candidates to and from the interview room, sitting through the interviews, and talking with candidates about the post-interview process. Once the Committees conclude interviewing and deliberating, it recommends candidates for final interviews. As requested, and viewed as necessary, consultants will offer suggestions to the Committees regarding its ability to reach a consensus on the evaluation of candidates.

- ***In-depth Background Check Process: First Level Candidate Profiles and Finalist In-depth Comprehensive Reports***

The quality of PPL’s performance in conducting background checks earns respect and gratitude from our clients. **The only individuals assigned to do PPL background checks are PPL consultants, all of whom are experienced California community college executive leaders. This work is never outsourced.** This is a responsibility that PPL takes very seriously. PPL consultants understand well the California community colleges and are familiar with many of the people who work in them. PPL consultants are able to use their knowledge, experience, and network to complete in-depth background check calls and follow-up, as necessary. PPL Inc. will develop and provide candidate profiles, including in-depth internet media reports, for up to twelve (12) candidates considered for first-level interviews.

Following the selection of up to five (5) finalists for each position to be forwarded to the Chancellor, in-depth background check calls are conducted, and consultants prepare summary reports. Typical background check calls are very thorough and often take well over 30 minutes to complete. Calls are made to selected provided references and anyone else who can attest to the candidate’s leadership qualities and experience. It is common for over 15 calls to be completed and be representative of a broad array of constituent groups (e.g., board of trustee members, supervisors, faculty, support staff, direct reports, peer administrators, and community members). Background check summaries are provided to the Chancellor as the appointment is considered from among the identified finalists interviewed. This may be done in-person or remotely. However, the background check summaries are typically mailed or hand-delivered, due to their confidentiality, and then returned to PPL in the same fashion.

- ***Finalist-Level Candidate Consideration and, if desired, Forums***

Consultants provide sample questions for the finalist interviews, so the Chancellor may decide topics and format for the conversation. The finalist interviews may be conducted in-person or remotely, as the District’s COVID measures dictate. Similar to the description of first-level interviews above, PPL consultants will support that process as well.

If forums are part of the finalist consideration processes, PPL consultants, working with HR staff, will coordinate them in a manner that provides appropriate scheduling of times and announcements for the community to be involved. A sample format and evaluation form for candidate forums are available as needed.

PPL will collect evaluation responses from the forums and forward them to the Chancellor in an appropriate format for consideration of final candidates.

Cost Proposal

Cost – all inclusive

• Total Search and Selection Services for All Three Searches	\$76,000
• Coordination of Searches	\$ 3,000
• *Travel (if needed and allowed)	<u>\$ 4,000</u>
TOTAL:	\$83,000

PPL will conduct the entire scope of search services for a total amount that includes all professional services of the consultants. Each search is severable, and the costs can be calculated separately.

Fees for each phase of the search activities described in the proposal are as follows:

Description	Fee
Development of Candidate/College Profiles Customization/Initial Organization/Brochures and Web Design/Committee Work	\$4,000 x 3 = \$12,000
Development of Search Websites/Advertising and Recruitment	\$4,000 x 3 = \$12,000
Selection Planning Processes/Evaluation Tools/Screening/First Level Interviews/Recommending Finalists	\$5,500 x 3 = \$16,500
In-Depth Background Checking/Reports: Finalists	\$6,500 x 3 = \$19,500
Finalist Level Candidate Consideration: Interviews Evaluation Tools, Selection	\$5,000 x 3 = \$15,000
Coordination of Three Searches (Timelines, IT Support, Human Resources, Board of Trustee Contacts)	\$3,000
TOTAL:	\$78,000

****Note: In the current COVID-19 environment, many Committee meetings, interviews, and candidate forums are being conducted virtually, using the District’s selected technology (MS Teams, Zoom, etc.). This has reduced the need for consultant travel and, as a result, related expenses have been seriously mitigated.***

- Districts are typically requiring **extended background checks** to include a Department of Justice Review, which the District conducts through Live Scan, and consumer credit checks. If a credit check service is desired, PPL will recommend an appropriate private investigation firm, which will charge an additional fee.
- If any of the three searches are extended, because of an inadequate pool of first level interview candidates or finalists, there will be no additional charge for services. If the full search and selection process(es) do not result in the hire and commencement of employment of either Vice Chancellors or Chief Advisor, the District, at the Board’s election, may either work with the consultants to consider other candidates within the finalist pool or conduct a new search. Should this occur, there will be no additional charge for services. However, if a new search is conducted, the District and PPL will come to an agreement regarding an increase in the maximum level of reimbursement for travel expenses (if

needed), on a proportional basis, in keeping with the part of the selection process that must be renewed.

In the event any of the three successful candidate leaves in less than 12-months from the commencement of employment, consideration of circumstances will determine the extent of an additional charge for renewed services.

- Should either Vice Chancellor or Chief Advisor be terminated for cause, or resigns in lieu of being terminated for cause, having utilized an evaluation process in keeping with District policy and procedure, the consultants will, at the Chancellor's election, either work with the Chancellor to consider another individual within the pool of finalist candidates or conduct a new search for a Vice Chancellor at a renegotiated cost. However, if it can be shown that the consultants were negligent in the provision of services, and such negligence was a factor in leading to the appointment of either Vice Chancellor or Chief Advisor whose performance is formally deemed unsatisfactory by the Chancellor, the consultants will facilitate a new search and selection process for a Vice Chancellor or Chief Advisor at no cost to the District, excluding out-of-pocket costs for expenses.
- Should either Vice Chancellor or Chief Advisor selected by the District voluntarily resign, the Consultant will not be obligated to perform additional search services for the District.

Payment Schedule

PPL's billing practices have varied over the years, and the firm is flexible in this regard. However, the preference is to invoice the District on a monthly basis over the period of service. For example, if services were for all three searches to be provided for a five-month period and the total contracted price for services was \$78,000, PPL would invoice the District \$17,000 at the end of the first four months and the final \$10,000 at the end of the process. Other expenses for travel, PPL would invoice the District with appropriate receipts to support the reimbursement.

References List

#1 Scope of Work: Superintendent/President Search Services – Completed 2019 with the appointment of Dr. Omid Poursanjani

Contact: Trustee Janet Rivera

Address: San Joaquin Delta Community College District
5151 Pacific Ave.
Stockton, CA 95207

E-mail: jrivera@deltacollege.edu

Phone: (209) 401-9903

#2 Scope of Work: Superintendent/President Executive Search Services – Completed in 2019 with the appointment of Dr. Erika Endrijonas

Contact: Trustee Linda Wah

Address: Pasadena Area Community College District
1570 E. Colorado Blvd.
Pasadena, CA 91103

E-mail: lswah@sbcglobal.net

Phone: Personal Cell: (626) 407-6130

#3 Scope of Work: Chancellor Executive Search Services—Completed in 2017 with the appointment of Dr. Greg Gillespie

Contact: Trustee Bernardo Perez

Address: Ventura County Community College District
761 Daily Dr.
Camarillo, CA 93010

E-mail: Bernardo_perez2@vcccd.edu

Phone: (805) 208-3570*

*Please contact Patti Blair, Administrative Assistant to the Chancellor, who will ensure Mr. Perez returns the call. Her contacts are (805) 652-5502-Office or (805) 312-0054

#4 Scope of Work: Campus President Executive Search Services—Completed two searches with the appointment of Dr. Barry Gribbons – Los Angeles Valley College in 2019 and Dr. Sehar Awan – Los Angeles Southwest College in 2018

Contact: Chancellor Francisco C. Rodriguez

Address: Los Angeles Community College District
770 Wilshire Boulevard
Los Angeles, CA 900017

E-mail: rodrigf@email.laccd.edu

Phone: (213) 891-2201

TENTATIVE SEARCH and SELECTION TIMELINE
VICE CHANCELLOR OF BUSINESS OPERATIONS AND FISCAL SERVICES,
VICE CHANCELLOR OF HUMAN RESOURCES, and
CHIEF ADVISOR FOR ACADEMIC AND DIVERSITY PROGRAMS

WINTER TERM 2020 AND SPRING SEMESTER 2021

December 28 - 31, 2020	Chancellor approves Vice Chancellor Job Descriptions (MQs, DQs) and Timeline; Committee composition determined for all three searches; Chancellor determines preferences for District Profile (Strengths, Opportunities) and Candidate Profile (Ideal Characteristics)
January 2 – 18, 2021	Consultants may assist with the development of position/job description for Chief Advisor for Academic and Diversity Programs; Chancellor approves Job Description (MQs, DQs) and Timeline; Chancellor preferences determines preferences for District Profile (Strengths, Opportunities) and Candidate Profile (Ideal Characteristics)
Week of January 18	Committees meet for an orientation and conduct discussions about the process, District Profiles, and Candidate Profiles (see above) to be reflected in recruitment media and selection processes criteria
January 25 - February 5	Edit and finalize Announcements, Brochures (for on-line Publications), Advertisements, and Website developments
February 9 and 11	Committees meet to discuss and finalize criteria for rating applications, interview questions, etc.
February , 8 – March 26	Positions advertised – District receives applications

SPRING SEMESTER 2021

March 29 - 31	HR prepares applications for review
April 1 - 16	Committees complete application screening/evaluations
April 20 and 22	Committees meet to select candidates to interview
April 22 - 27	Consultants conduct media reviews on interviewees
May 3 - 7	Committees conduct first level interviews

May 7	Consultants provide media review reports to Committees; Committees recommend finalists for interviews/District forums (if desired)
May 7 -May 21	Consultants conduct finalists in-depth background checks
May 24 - 28	District Forums (if desired)
June 1 - 4	Chancellor conducts finalist interviews and provided in-depth background check information
Month of June	Board discussion regarding Chancellor’s recommendation; Board approves Vice Chancellor appointment