

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

Board of Trustees (Regular meeting)

Monday, September 27, 2021

2323 North Broadway via Zoom

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 September 27, 2021, meeting via a teleconference. No in-person attendance will be accommodated or permitted. To avoid exposure to COVID-19 this meeting will be held via teleconference by calling **(669) 900-6833, 560964295# (please use *9 to raise your hand using your phone if you’d like to speak during public comments) or by using this link: <https://cccconfer.zoom.us/j/560964295>**. Additionally, you may submit your comments electronically by emailing Gerard_Debra@rsccd.edu.

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing Gerard_Debra@rsccd.edu. Submissions by email must be received prior to 3:00 p.m. on September 27, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF SEPTEMBER 27, 2021**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at Gerard_Debra@rsccd.edu or leave a message at 714-480-7450, on the Friday prior to the meeting so appropriate accommodations may be made.

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Public Comment

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing Gerard_Debra@rscsd.edu. Submissions by email must be received prior to 3:00 p.m. on September 27, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF SEPTEMBER 27, 2021**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes.

1.5 Approval of Minutes – Regular meeting of September 13, 2021 Action

1.6 Approval of Consent Calendar Action

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

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

1.7 Presentation on Workforce Development

1.8 Presentation on Conflict of Interest/Brown Act Training

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

2.2 Reports from College Presidents

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

2.5 Reports from Academic Senate Presidents

2.6 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Institutional Effectiveness Committee
- Ad Hoc Board Committee on Redistricting

3.0 INSTRUCTION

*3.1 Approval of Educational Affiliation Agreement between RSCCD on Action

behalf of Santa Ana College (SAC) and MDRS Spine & Sport, Inc.

The administration recommends approval of the educational affiliation agreement between RSCCD on behalf of SAC and MDRS Spine & Sport, Inc. located in San Diego, California, as presented.

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

- *3.2 Approval of Affiliation Agreement between RSCCD on behalf of Santa Ana College and Orange County Global Medical Center, Inc. Action
The administration recommends approval of the affiliation agreement between RSCCD and behalf of SAC and Orange County Global Medical, Inc. located in Santa Ana, California, as presented.
- *3.3 Approval of License Agreement between RSCCD on behalf of Santa Ana College and CLO Virtual Fashion, LLC Action
The administration recommends approval of the license agreement between RSCCD on behalf of SAC and CLO Virtual Fashion, LLC, located in New York, New York, as presented.
- *3.4 Approval of Rancho Santiago Community College District Professional Services Agreement between RSCCD on behalf of Santa Ana College with Michelle Parolise Action
The administration recommends approval of the RSCCD professional services agreement between RSCCD on behalf of SAC with Michelle Parolise located in Huntington Beach, California, as presented.
- *3.5 Approval of COVID-19 Addendum to Agreements between RSCCD on behalf of Santa Ana College and Theragen, LLC Action
The administration recommends approval of the COVID-19 addendum to agreements between RSCCD on behalf of SAC and Theragen, LLC located in Santa Ana, California, as presented.
- *3.6 Approval of Purchase of Annual Campus/Full Site Licenses for GMetrix Practice and Certification Exams for MOS (Microsoft Office Specialist), Adobe Pro, Intuit (QuickBooks) and MTA Practice Test Site Licenses from Certiport, a Subsidiary of NCS Pearson, Inc. for RSCCD on behalf of Santa Ana College Action
The administration recommends approval of the purchase of the annual campus license for GMetrix Practice and certification exams for MOS, Adobe Pro Certified Associate and Intuit (QuickBooks) certified user, and MTA from Certiport, a subsidiary of NCS Pearson, Inc., for RSCCD on behalf of SAC, as presented.
- *3.7 Approval of Purchase of Explorer 2.0 Trailer by Beaverfit for RSCCD on behalf of Santa Ana College Action
The administration recommends approval of the purchase of Explorer 2.0 Trailer by Beaverfit, located in Reno, Nevada, for RSCCD on behalf of SAC, as presented.

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

- *3.8 Approval of Proposed Revisions for 2022–2023 Santa Ana College Catalog and/or 2021-2022 Catalog Addendum Action
The administration recommends approval of the proposed revisions for the 2022–2023 SAC catalog and/or 2021-2022 catalog addendum, as presented.
- *3.9 Ratification of Agreement Addendum 2 between RSSCD on behalf of Santa Ana College and Point and Click Solutions, Inc. for SAC Student Health and Wellness Center Action
The administration recommends ratification of the agreement addendum 2 between RSSCD on behalf of SAC and Point and Click Solutions, Inc. for the SAC Student Health and Wellness Center, as presented.
- *3.10 Ratification of Agreement Addendum 1 between Point and Click Solutions, Inc. and Rancho Santiago Community College District for Santiago Community College (SCC) Action
The administration recommends ratification of the agreement addendum 1 between Point and Click Solutions, Inc. and RSCCD for SCC, as presented.
- *3.11 Approval of Five-Year Clinical Affiliation Agreement Renewal between RSCCD on behalf of Santiago Canyon College and California State University Fullerton (CSUF) Action
The administration recommends approval of the five-year clinical affiliation agreement renewal between RSCCD on behalf of SCC and California State University Fullerton.

4.0 BUSINESS SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers for September 14, 2021.
- *4.3 Approval of the 2020-2021 CCFS-311 Annual Budget and Financial Report, Including the Gann Appropriations Limit Action
The administration recommends approval of the 2020-2021 CCFS-311 annual budget and financial report as presented pending any audit adjustments and establishment of the District’s 2021-2022 Gann appropriations limit in the amount of \$265,553,208.

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

- *4.4 Approval of Agreement with SVA Architects, Inc. for Architectural and Engineering Services for Temporary Village Phase 5A Projects at Santa Ana College Action

The administration recommends approval of the agreement with SVA Architects, Inc. for architectural and engineering services the Temporary Village Phase 5A projects at SAC as presented.

- *4.5 Ratification of Professional Service Agreement with ARDA Demographics for Redistricting Services Action

The administration recommends ratification of the professional services agreement with ARDA Demographics for districting services as presented.

- *4.6 Approval of Purchase Orders Action

The administration recommends approval of the purchase order listing for the period July 18, 2021, through September 04, 2021.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action

The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Services or her designee to enter into related contractual agreements on behalf of the district for the following:

- Los Angeles/Orange County Regional Consortium – \$ 100,000
(District Office)
- Student Support Services Regular Program – \$ 348,002
Year 1 (SAC)
- Student Support Services Regular Program – \$ 261,888
Year 2 (SCC)
- Student Support Services Veterans Program – \$ 261,888
Year 2 (SAC)
- Student Support Services Veterans Program – \$ 261,888
Year 2 (SCC)
- Upward Bound – Year 5 (SAC) \$ 314,096
- Upward Bound Math & Science Program – \$ 297,601
Year 5 (SCC)
- Workforce Innovation and Opportunity Act, \$2,741,947
Title II – Adult Education and Family Literacy Act
(SAC & SCC)

- *5.2 Approval of Second Amendment Lease between RSCCD and St. Peter Evangelical Lutheran Church Action

The administration recommends approval of the lease with St. Peter Evangelical Lutheran Church and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into a related agreement on behalf of the district.

- *5.3 Approval of Five-Year Agreement with Ellucian Inc. for Cloud Application Hosting Services Action
The administration recommends approval of the five-year agreement with Ellucian Inc. for cloud application hosting services as presented.
- *5.4 Approval of Professional Services Agreement with J Anguiano Action
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into a related agreement on behalf of the district.
- *5.5 First Reading of Board Policies Information
The following policies are presented for a first reading as an information item:
 - Board Policy (BP) 7132 Management Medical/Dental Insurance Benefits
- 5.6 Adoption of Board of Trustees Annual Self-Evaluation Instrument, List of Designated Recipients and Self-Evaluation Timeline Action
The administration recommends adoption of the self-evaluation survey instrument, the list of designated individuals who will receive the survey and the self-evaluation timeline as presented.
- 5.7 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Student Workers
 - f. Professional Experts

2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Cheng Yu Hou, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management/Confidential Employees
4. Liability Claim (pursuant to Government Code Section 54956.95)
Rejection of Claim – File #2108261

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 Employment Agreements
- Approval of Extensions of Interim Assignments
- Approval of Contract LHE Workload Adjustments
- Approval of Changes of Location/Site
- Approval of Banked Leaves of Absence
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Adjusted Effective Dates
- Ratification of Step Increases
- Approval of Non-paid Intern Services

6.2 Classified Personnel Action

- Approval of Longevity Increments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position
- Approval of Leaves of Absence
- Approval of New Appointments
- Approval of Ratification of Resignations/Retirements
- Approval of Short Term Assignments
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Approval of Professional Service Agreement with Shaw HR Consulting, Incorporated Action

It is recommended that the board approve the professional services agreement with Shaw HR Consulting, Inc., and authorization be given to the Vice Chancellor, Human Resources or his designee to enter into the appropriate agreements with the vendor.

6.4 Approval of Fringe Benefit Providers for Calendar Year 2022 Action

The administration recommends approval of the insurance programs recommended by the Joint Benefits Committee and authorization be given to the Chancellor or his designee to enter into the appropriate agreements with the above companies for January 1, 2022 – December 31, 2022.

6.5 Rejection of Claim Action

The district's claims administrator recommends the board authorize the Chancellor or his designee to reject claim # 2108261.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on October 11, 2021.

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

Monday, September 13, 2021

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The Zoom meeting was called to order at 4:31 p.m. by Mr. Phillip Yarbrough via video/teleconference. Other members present were Dr. Tina Arias Miller, Mr. David Crockett, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, and Ms. Elisabeth Neely participated via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Mr. Sal Tinajero was not present.

Administrators present during the regular meeting via video/teleconference (Zoom) were Mr. Cheng Yu Hou, Ms. Iris Ingram, Dr. Marilyn Flores, Mr. Marvin Martinez, Mr. Enrique Perez, and Dr. Pamela Ralston. Ms. Anita Lucarelli was present via video/teleconference (Zoom) as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Yarbrough, President, RSCCD Board of Trustees.

1.3 Adoption of Resolution No. 21-14 – Resolution Honoring First Responders in the Rancho Santiago Community College District

It was moved by Mr. Hanna and seconded by Mr. Hernandez to adopt Resolution No. 21-14 Honoring First Responders in the Rancho Santiago Community College District as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough. Student Trustee Neely's advisory vote was aye.

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

The board recognized Jennifer Francis; Santa Ana College Nursing Program; Amanda Gonzalez; Santa Ana College Fire Technology Program; Andrew Hernandez, Orange County Sheriff's Department (OCSD); Sara Higa, Orange County Sheriff's Department; and Vincent Hildreth; Santa Ana College Fire Technology Program in commemoration of the anniversary of the 9/11 attacks.

1.5 Approval of Additions or Corrections to Agenda

It was moved by Dr. Arias Miller and seconded by Mr. Hernandez to approve removing Items 3.10 (Agreement Addendum 2 between Point and Click Solutions, Inc. and RSCCD for Santa Ana College) and 3.11 (Agreement Addendum 2 between Point and Click Solutions, Inc. and RSCCD for Santiago Canyon College) from the agenda. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

1.6 Public Comment

Mr. Pedro Alcaraz’s daughter (Ms. Vicki Lowe), Ms. MaryAnne Anthony-Smith, Ms. Marta Barker, Mr. Steve Eastmond, Mr. Gary Fangrat, Ms. Libby Fuller, Ms. Susan Gaer, Ms. Pamela Hernandez, Ms. Karen Janssen, Mr. Michael Lewis, Mr. John Luxenberg, Ms. Juli Macdonald, Ms. Margaret Manson, Mr. Kirby Matter, Ms. Estelle Orr, Ms. Janis Perry, Ms. Susan Ross-Osborn, Ms. Caroline Reed, Mr. Alan Siddons, Mr. John Smith, and Ms. Monica Zarske spoke regarding loss of the promise of lifetime benefits for retirees and spoke in opposition to Item 6.3 (RetireeFirst Group Medicare Insurance Plan).

Mr. Morrie Barembaum spoke regarding Medicare and its benefits for retirees who are hired after May 31, 1986.

Mr. Barry Resnick spoke regarding Medicare and the District currently providing accurate Medicare regulations on its website.

1.7 Approval of Minutes

It was moved by Dr. Arias Miller and seconded by Ms. Neely to approve the minutes of the regular meeting held August 9, 2021. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

1.8 Approval of Consent Calendar

It was moved by Dr. Arias Miller and seconded by Mr. Hernandez to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 4.11 (Donation of Personal Protective Supplies) removed from the Consent Calendar by Mr. Hernandez; and Item 4.14 (Request for Quote [RFQ] #2122-001 for Redistricting Services) removed from the Consent Calendar by Dr. Arias Miller. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

3.1 Approval of Smartabase Subscription Agreement for Santa Ana College (SAC) Criminal Justice Academies with Fusion Sport Inc.

The board approved the Smartabase subscription agreement for SAC Criminal Justice Academies with Fusion Sport Inc. located in Boulder, Colorado, as presented.

1.8 Approval of Consent Calendar (cont.)

3.2 Approval of Standard Inter-Agency Instructional Services Agreement between RSCCD on behalf of Santa Ana College and California State

Parks and Recreation

The board approved the standard inter-agency instructional services agreement between RSCCD on behalf of SAC and California State Parks and Recreation located in San Clemente, California, as presented.

3.3 Approval of Standard Inter-Agency Instructional Services Agreement between RSCCD on behalf of Santa Ana College and Anaheim Fire and Rescue

The board approved the standard inter-agency instructional services agreement between RSCCD on behalf of SAC and Anaheim Fire and Rescue located in Anaheim, California, as presented.

3.4 Approval of Educational Affiliation Agreement between RSCCD on behalf of Santa Ana College and Acacia Adult Day Services

The board approved the educational affiliation agreement between RSCCD on behalf of SAC and Acacia Adult Day Services located in Garden Grove, California, as presented.

3.5 Approval of Terms of Service Agreement between RSCCD on behalf of Santa Ana College and American Occupational Therapy Association, Inc. (AOTA)

The board approved the terms of service agreement between RSCCD on behalf of SAC and AOTA located in North Bethesda, Maryland, as presented.

3.6 Approval of Educational Affiliation Agreement between RSCCD on behalf of Santa Ana College and with Port View Preparatory

The board approved the educational affiliation agreement between RSCCD on behalf of SAC and Port View Preparatory located in Tustin, California, as presented.

3.7 Approval of Educational Affiliation Agreement between RSCCD on behalf of Santa Ana College and with Sparkle Where Our Voices Shine Inc.

The board approved the educational affiliation agreement between RSCCD on behalf of SAC and Sparkle Where Our Voices Shine Inc. located in Victorville, California, as presented.

3.8 Approval of Standard Clinical Affiliation Agreement between RSCCD on behalf of Santa Ana College and College Hospital Partial Hospitalization Program

The board approved the standard clinical affiliation agreement between RSCCD on behalf of SAC and College Hospital Partial Hospitalization Program located in Santa Ana, California, as presented.

1.8 Approval of Consent Calendar (cont.)

3.9 Approval of Amended Exhibits A and B of the Nuventive Master Software and Professional Services Agreement between RSCCD on behalf of Santa Ana College and Nuventive, LLC

The board approved amended Exhibits A and B of the Nuventive master software and professional services agreement between RSCCD on behalf of SAC and Nuventive, LLC located in Pittsburg, Pennsylvania, as presented.

3.12 Approval and Certification of Santa Ana College School of Continuing Education High School Diploma Program Graduate List 2020-2021

The board approved and certified the SAC School of Continuing Education high school diploma program graduate list 2020-2021, as presented.

3.13 Approval and Certification of Santiago Canyon College School of Continuing Education High School Diploma Program Graduate List 2020-2021

The board approved and certified the SCC School of Continuing Education high school diploma program graduate list 2020-2021, as presented.

3.14 Approval of Santa Ana College Degrees and Certificates for Spring 2021

The board approved the list of recipients of SAC degrees and certificates for Spring 2021, as presented.

3.15 Approval of Santiago Canyon College Associate Degrees and Certificates for Spring 2021

The board approved the list of recipients of SCC degrees and certificates for Spring 2021, as presented.

3.16 Approval of Professional Services Agreement between RSCCD on behalf of Santiago Canyon College and with Chameleonrd IT Consulting, LLC- Jermaine Prince

The board approved the professional services agreement between RSCCD on behalf of SCC and Chameleonrd IT Consulting-Jermaine Prince located in Fontana, California, as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Intrafund and Interfund Budget Transfers

The board approved the budget intrafund and interfund budget transfers from July 1, 2021, to August 30, 2021.

1.8 Approval of Consent Calendar (cont.)

4.4 Approval of Agreement with SVA Architects, Inc. for Professional Consulting Services for Facility Site Master Planning for Bristol and 17th Street Property at Santa Ana College

The board approved the agreement with SVA Architects, Inc. for professional consulting services for the facility site master planning for Bristol and 17th Street property at SAC as presented.

4.7 Approval of Utilization of DGS Agreement with WEX, Inc.

The board approved the District's utilization of the DGS agreement with WEX, Inc. for fleet fuel cards as presented.

4.8 Approval of Professional Services Agreement with Ken Porter Auctions

The board approved the professional services agreement with Ken Porter Auctions to conduct vehicle auctions on an as needed basis as presented.

4.9 Approval of Professional Services Agreement with TLC Auctions

The board approved the professional services agreement with TLC Auctions to conduct auctions on an as needed basis as presented.

4.10 Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement #00003972 Awarded to Invoke Learning

The board approved the District's use of the FCCC master services agreement #00003972 awarded to Invoke Learning, including any future renewals, addendums, supplements, modifications and extensions as presented.

4.12 Acceptance of Vendor Name Change - Cumming Construction Management, Inc.

The board accepted the vendor name change request from Cumming Construction Management, Inc. to Cumming Management Group, Inc. as presented.

4.13 Acceptance of Vendor Name Change - Schick

The board accepted the vendor name change request from Schick Records Management to Vital Records Control as presented.

5.1 Approval of Resource Development Items

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

- College Assistance Migrant Program – Year 5 (SCC) \$425,000
- Talent Search – Year 3 (SAC) \$430,487
- Youth Empowerment Strategies for Success –
Independent Living Program (YESS-ILP) (SAC) \$ 22,500

1.8 Approval of Consent Calendar (cont.)

5.2 Approval of Sub-Agreements between RSCCD and SCORE Association on behalf of SCORE Orange County for Strong Workforce Program - Local Funds Initiative (#DO-18-2184-01)

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

5.3 Approval of Corrections to Sub-Agreement between RSCCD and Culver City Unified School District Selected to Host Strong Workforce Program K12 Pathway Coordinators (Year 3) (#DO-20-2582-04)

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

5.4 Approval of Second Amendment to Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Statewide Director – Information Communications Technology (ICT)/Digital Media Sector Grant (#DO-20-2537-02.02)

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

5.5 Approval of Utilization of Food Vendors to Provide Meals to Child Development Centers

The board approved the utilization of vendors to provide meals to the Child Development Centers, district-wide as presented.

5.6 Approval of Foundation for California Community Colleges, CollegeBuys Purchase for Student Adobe Creative Cloud Licenses

The board approved the Foundation for California Community Colleges, CollegeBuys Purchase for Student Adobe Creative Cloud Licenses as presented.

5.7 Approval of Foundation for California Community Colleges, CollegeBuys Purchase for California Connects Mobile Hotspots for Students Through ThinkEDU

The board approved the Foundation for California Community Colleges, CollegeBuys Purchase for California Connects Mobile Hotspots for students through ThinkEDU as presented.

5.8 Approval of Change Order to Existing Agreement for Dark Fiber with Crown Castle Fiber, LLC

The board approved the change order to the existing agreement for Dark Fiber with Crown Castle Fiber, LLC as presented.

1.9 Public Hearing - 2021-2022 Proposed Adopted Budget

There were no public comments.

1.10 Presentation on District Enrollment

Mr. Perez provided a presentation on the district's enrollment. Board members received clarification on data related to the presentation from Mr. Perez.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. Marilyn Flores, Interim President, Santa Ana College
Dr. Pamela Ralston, President, Santiago Canyon College

2.3 Report from Student Trustee

Ms. Neely provided a report to the board.

2.4 Reports from Student Presidents

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

Mr. Julio Luna Barbosa, Student President, Santa Ana College
Ms. Elisabeth Neely, Student President, Santiago Canyon College

2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.6 Reports from Board Committee Chairpersons and Representatives of the Board

Dr. Arias Miller provided a report on the August 12, 2021, Board Institutional Effectiveness Committee meeting.

2.6 Reports from Board Committee Chairpersons and Representatives of the Board (cont.)

Mr. Crockett provided a report on the September 7, 2021, Board Facilities Committee meeting.

Dr. Arias Miller provided a report on the September 9, 2021, Board Policy Committee meeting.

3.0 INSTRUCTION

Items 3.1 through 3.9, 3.12, 3.13, 3.14, 3.15, and 3.16 were approved as part of Item 1.8 (Consent Calendar).

3.10 This item was removed from the agenda during Item 1.5 (Additions or Corrections to Agenda).

3.11 This item was removed from the agenda during Item 1.5 (Additions or Corrections to Agenda).

4.0 BUSINESS SERVICES

Items 4.1, 4.2, 4.4, 4.7, 4.8, 4.9, 4.10, 4.12, and 4.13 were approved as part of Item 1.8 (Consent Calendar).

4.3 Approval of 2021-2022 Adopted Budget

It was moved by Mr. Hernandez and seconded by Dr. Arias Miller to approve the 2021-2022 Adopted Budget as presented. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

It was moved by Dr. Arias Miller and seconded by Mr. Hernandez to suspend the rules and consider Items 4.5 (Change Order #2 for McCarthy Building Companies, Inc.) and 4.6 (Completion of RFP #1718-173) after closed session. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

4.11 Acceptance of Donation of Personal Protective Supplies

It was moved by Dr. Arias Miller and seconded by Mr. Labrado to accept the donation from League of United Latin American Citizens (LULAC) #147 of personal protective supplies as presented. Mr. Hernandez indicated he will abstain from the vote due to a conflict of interest since he is the president of League of United Latin American Citizens (LULAC) and left the meeting. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Labrado, and Mr. Yarbrough; and a vote of abstention from Mr. Hernandez. Student Trustee Neely’s advisory vote was aye.

Mr. Hernandez returned to the meeting.

4.14 Acceptance and Award of Request for Quote (RFQ) #2122-001 for Redistricting Services

It was moved by Dr. Arias Miller and seconded by Mr. Hanna to accept and award RFQ #2122-001 for Redistricting Services to ARDA Campaigns LLC as presented. Mr. Martinez indicated the district is requesting acceptance and awarding of RFQ #2122-001 to Cooperative Strategies. Discussion ensued.

Mr. Labrado called the question. The board voted to end the discussion on this item with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

The motion to award RFQ #2122-001 to ARDA Campaigns LLC carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Labrado, and Mr. Yarbrough; and a nay vote from Mr. Hernandez. Student Trustee Neely’s advisory vote was aye.

5.0 GENERAL

Items 5.1 through 5.8 were approved as part of Item 1.8 (Consent Calendar).

5.9 Board Member Comments

Dr. Arias Miller reported that she attended the reception after the bench dedication for Mr. Ed Fosmire and enjoyed getting to know the faculty who attended the reception. She indicated that she looks forward to attending an Academic Senate meeting in the future.

Mr. Crockett stated that he enjoys getting to know the staff and looks forward to attending a SAC Academic Senate meeting on September 14, 2021.

Mr. Hanna thanked the first responders and reminded everyone of the unity that the country had after September 11, 2001. He expressed hopefulness that the country will become united again.

Mr. Hernandez reported that he attended Dr. Ralston’s welcome event, SAC and SCC soccer games, and a SAC volleyball game. He indicated he attended a virtual NALEO leadership summit and a virtual SCC ASG meeting.

Mr. Hernandez asked that the meeting be adjourned in memory of Mr. Paul Riordan who passed away on August 10, 2021, at 90 years of age. Mr. Hernandez stated that Mr. Riordan had served 38 years as a classroom teacher and administrator in the Santa Ana Unified School District and as an instructor at Santa Ana College. He shared that Mr. Riordan was his high school teacher.

5.9 Board Member Comments (cont.)

Mr. Yarbrough thanked other board members for attending district events that he is unable to attend due to a busy schedule.

The board recessed to closed session at 7:52 p.m.

RECESS TO CLOSED SESSION

The board convened into closed session at 8:00 p.m. to consider the following items:

1. Student Suspensions from Program (pursuant to Education Code 72122)
Student ID #1481481
Student ID #1062275
2. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Student Workers
 - f. Professional Experts
 - g. Educational Administrator Appointments
 - (1) Associate Dean, Fire Technology, SAC
3. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

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

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

Alliance of Schools for Cooperative Insurance Programs (ASCIP) vs. Sandra Elizabeth Castro Palma Claim #1805554
4. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
5. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Cheng Yu Hou, Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888 Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees

Ms. Neely left the meeting after participating in Item 1 (Student Suspensions from Program) during closed session.

RECONVENE

The board reconvened at 9:35 p.m.

Public Comment

There were no public comments.

Closed Session Report

Mr. Crockett reported the board discussed public employment, existing litigation, anticipated/potential litigation, and labor negotiations; and the board took action during closed session to uphold student suspensions for Student ID #1481481 and Student ID #1062275 with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

On Mr. Crockett’s behalf, Mr. Ruben Smith reported that the board approved a Settlement Agreement with McCarthy Building Companies, the general contractor on the District’s Santa Ana College Science Center project with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. The essential terms of the Settlement Agreement are as reflected in Change Order No. 2 that the Board will consider as part of Item 4.5, which will be heard in a few moments.

In addition, on Mr. Crockett’s behalf, Mr. Smith reported that the board approved a Settlement Agreement with Loretta Jordan, in the Loretta Jordan v. Rancho Santiago Community College District, Orange County Court Case No. 30-2019-01072357-CU-WT-CJG.

Mr. Yarbrough asked that the written communications received by the board for Item 6.3 (RetireeFirst Group Medicare Insurance Plan) be attached to the minutes.

4.0 BUSINESS SERVICES (cont.)

4.5 Ratification of Change Order #2 for McCarthy Building Companies, Inc. for Request for Proposal (RFP) #1718-173 Lease-Leaseback Construction Services for Science Center at Santa Ana College

It was moved by Mr. Crockett and seconded by Mr. Hernandez to ratify change order #2 for McCarthy Building Companies, Inc. for RFP #1718-173 construction lease-leaseback services for the Science Center at SAC as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

4.6 Acceptance of Completion of RFP #1718-173 for Lease-Leaseback Construction Services for Science Center at Santa Ana College and Approval of Recording a Notice of Completion

It was moved by Mr. Crockett and seconded by Mr. Hernandez to accept the project as complete and approve filing a Notice of Completion with the County as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

It was moved by Mr. Crockett and seconded by Mr. Hernandez 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, and Mr. Yarbrough.

- Approve Employment Agreements
- Approve New Job Descriptions
- Approve Revised Job Descriptions
- Approve Appointments
- Approve Changes of Interim Assignment
- Approve Extensions of Interim Assignment
- Approve Amended Hourly Rates for Extended Interim Assignment
- Ratify Resignations/Retirements
- Approve Hiring of Temporary Long-term Substitutes (LTS)
- Approve Hiring of Temporary 1-Year Full-time Faculty Members
- Approve Adjusted Locations for Temporary 1-Year Full-time Faculty Member
- Approve 2021-2022 Contract Coordinator Stipends
- Approve 2021-2022 Contract Extension Days
- Approve Beyond Contract/Overload Stipends
- Approve Banking Leaves

6.1 Management/Academic Personnel (cont.)

- Approve Adjusted Banking Leaves
- Approve Part-time Hourly New Hires/Rehires
- Approve Column Changes
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

6.2 Classified Personnel

It was moved by Mr. Crockett and seconded by Mr. Hernandez 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, and Mr. Yarbrough.

- Approve Hourly On Going to Contract Assignments
- Approve Short Term to Contract Assignments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Changes in Salary Placements
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Short Term Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Approval of RetireeFirst Group Medicare Insurance Plan

It was moved by Mr. Crockett and seconded by Mr. Hernandez to approve the RetireeFirst group Medicare insurance plan as recommended by the Joint Benefits Committee and authorization be given to the Chancellor or his designee to enter into the appropriate agreements with the vendor. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.4 Authorization for Board Travel/Conferences

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

7.0 **ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on September 27, 2021.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 9:39 p.m., in memory of Mr. Paul Riordan, who passed away on August 10, 2021, and had served 38 years as a classroom teacher and administrator in the Santa Ana Unified School District and as an instructor at Santa Ana College.

Respectfully submitted,

Marvin Martinez, Chancellor

Approved: _____
Clerk of the Board

Minutes approved: September 27, 2021

September 9, 2021

Dear Members of the Board of Trustees:

When I received the news that retired Rancho employees would no longer have medical coverage, I was devastated. I thought how did I not know that the BOT Members were considering this vote? How did I not hear negotiations had been underway to remove my “medical coverall for life?” Where was the transparency of our local government’s actions? I then heard that there were no negotiations with CSEA. I heard that the BOT Members made a unilateral decision to drop coverage for the retirees.

Over my years at Santa Ana College, we gave up salary increases to secure medical coverage which included the “medical for life” benefit. It was believed that the District’s Word of “medical for life” was an honorable vow therefore influencing our collective bargaining vote. Due to lost wage increases, my retirement income therefore was limited. Now you ask me to cover medical insurance cost that was paid for in lost wages. This loss of coverage was not a part of my long-term retirement plan. How at age 70 do I build this into my retirement? How do I get those lost wages back? How do you walk away from a promise?

The decision to move retirees to Medicare assumes that we can afford that cost. The stress of this basic quality of life being eliminated along with the current upheaval, economic uncertainty and a pandemic is overwhelming. Your decision takes away the ability to address the medical manifestations of stress created by this broken promise of “medical for life.”

The decision to move retirees to Medicare assumes that we can afford that cost. The stress of this basic quality of life element being eliminated along with the current upheaval, economic uncertainty and the pandemic is overwhelming. This decision takes away the ability to address the medical manifestations of stress created by the broken promise of “medical for life.”

This decision seems to be uncaring and not honorable from a Board that has the future of our communities’ youth in their hands. Our youth need a caring Board making decisions. The decision of August 8 is not humane, honorable, or caring to those of us on a fixed income. How can the community trust your decisions for our community and that of our youth?

Thank you for viewing your decision in a different light. Please reverse this decision and honor the commitments made.

Sincerely,

Stephanie Adams
Scholarship Coordinator, Retired

August 24, 2021

To the RSCCD Board of Trustees:

Exactly 45 years ago at the Santa Ana College Fall Convocation, I was introduced among the new faculty members to those assembled in Phillips Hall. I vividly remember the immense feeling of pride I felt as I stood there, having achieved my lifetime goal, at the ripe age of not-quite-24, of getting a job as a mathematics teacher. In fact, I was the first woman hired at SAC as a full-time math teacher.

Who would have believed then that my career at SAC would be my first and only full-time job? But it was. I enjoyed a long and rewarding career. Besides the intrinsic satisfaction of knowing that my classes helped thousands of students improve their lives, I was given and took advantage of many opportunities for professional growth, I received numerous awards (including the Distinguished Faculty award), I met the man who became my husband and made many lifelong friends. The college district was good to me, and I, in return, stepped up and served when called upon to chair my department and various committees, write grant proposals, and fill in as Acting Division Dean for one semester.

For at least 35 years, my family's health has been covered by the district's HMO plan, currently with Anthem Blue Cross. Through the birth of 3 children, several surgeries, and routine annual checkups, we always received first-rate treatment, at a minimal cost to us.

When I retired in 2015, I was secure in the promise made by the District to faculty in the 1986 FARSCCD contract that my health insurance would be covered throughout my lifetime. I had been assured repeatedly and by numerous people that this benefit was firm and safe. As a result, I did not sign up for Medicare when I turned 65 as there appeared to be no need for it.

Now I find the District is rescinding the promise it made of lifetime coverage to those of us hired before 1986. I will be forced to sign up for Medicare, with current monthly premiums of approximately \$475 per month plus an ongoing penalty of 40% for late enrollment – a total of \$665 per month. The monthly premium will be more than I paid to the District for my health insurance for the entire year 2021.

I have heard that to soften the blow of a broken promise, the District will pay for a 'bridge' to cover the late enrollment penalty. Will this 'bridge' be a life-long benefit or a one-time lump sum? If it will be ongoing, why should I believe now that the District won't go back on its word in some future year?

Besides the financial impact to my retirement planning, the District's renegeing on the promise of lifetime health benefits leaves me extremely disillusioned. It is a shame that my decades-long pride in being part of the RSCCD family is now turned to bitter disappointment.

Sincerely,

MaryAnne Anthony-Smith

September 7, 2021

RSCCD Board of Trustees:

As the Board of Trustees considers the decision to require Medicare for retirees, I ask that they also ***reconsider the decision made last year*** to change health care for Part B Medicare-enrolled retirees.

I am a retiree who began service for RSCCD in 1979 and retired in June 2009. When I was turning 65, I specifically asked about Medicare enrollment. Based on misleading information, I foolishly enrolled in both parts A and B – and have been paying premiums since 2015.

When the Board decided to force Part B Medicare-enrolled retirees into the Medigap plan last year, there was a Zoom call to inform affected retirees of the change. Several people insisted that this change ***did not conform*** to the contract language that assured us that we would receive the same health care options as current faculty. The moderator repeatedly ignored that and assured us that this plan was “as good or better than our current PPO plan.”

That statement is blatantly false. (Our prescription costs nearly doubled – from \$10 co-pays to \$18, for example.) Even though Medicare was our primary insurance, having the PPO plan as secondary assured that we got the health care that we need. Also, while Board members obviously haven’t experienced this yet, please recognize that Medigap patients are not viewed favorably by providers. There are providers who will not accept us as Medigap patients.

I respectfully request the Board to honor the contract language which guaranteed us continued equal health care – and ask the Board to ***reverse*** last year’s decision regarding part B Medicare-enrolled retirees. The decision last year affected far fewer people and didn’t cause the outcry that this year’s decision is having. However, the principle is the same. **We were guaranteed access to the same plans as current employees – and we no longer have those options.**

Gail B. Askew, PharmD
Professor of Pharmacy Technology, retired

Dear Faculty,

I would like to emphasize that the information below represents my own views as a long-time faculty member and I am solely responsible for what is presented below. It does not represent the views of the FARSCCD Executive Board.

Some may have heard that the Board of Trustees has or will take an action that will change retiree benefits. I would like to present some of the facts. Here is a brief summary:

1. While the FARSCCD Executive Board is discussing an MOU related to Medicare, the FARSCCD Executive Board has not taken an official position on any proposed change.
2. The District will continue to provide a health insurance policy to retirees. However, instead of providing the same policy as for active employees to retirees, the proposal is that the policy provided to retirees will be a Medicare Supplement policy designed to work with Medicare. The District health insurance for active employees is not designed to complement Medicare.
3. For those active full-time faculty members, virtually all of us will only receive retiree health benefits until the age of 70. (FARSCCD CBA Article 5.4.1). It is important for us to be aware that a faculty member hired after May 31, 1986 would need to sign up for Medicare Parts A, B, and D (unless they wish to purchase District Insurance at their own cost) in order to receive health insurance after they reach the age of 70.
4. Medicare regulations impose penalties on retirees who do not enroll in Medicare Parts B and D when they are eligible. Once a retiree is 65 or older, they are required to enroll in Medicare Part B or be subject to penalties of 10% of their Medicare Part B premium for each year they did not sign up when eligible. Thus, someone who retired at 65 but waited until the age of 70 to sign up for Medicare Part B could be subject to penalties equal to 50% of their Part B premiums for as long as they are enrolled in Medicare Part B. (<https://www.medicare.gov/your-medicare-costs/part-b-costs/part-b-late-enrollment-penalty>)
5. It is critical to note that for anyone hired after May 31, 1986, they **must** sign up for Medicare Part B after they are retired AND age 65 or older or be subject to Medicare penalties should they enroll in Medicare Part B at a later date. Regrettably in the past, the District did not provide this information to retirees.

First, it should be noted that for those faculty who are already enrolled in Medicare Part B, last year the Board of Trustees approved an item that moved

those retirees into a Medicare supplement plan. The MOU under consideration by FARSCCD

memorializes this into a written document instead of relying on unenforceable “promises.”

This Medicare issue has been on FARSCCD’s radar for a few years (see attached newsletters). FARSCCD was so concerned with misinformation regarding Medicare that on May 24, 2017, a Medicare expert from HICAP (Health Insurance Counseling and Advocacy Program) was brought to campus to meet with the faculty to discuss how RSCCD retiree benefits worked with Medicare and the importance of enrolling in Medicare in order to avoid penalties, particularly for surviving spouses if they did not enroll at the time of their spouse’s retirement.

<https://www.coasc.org/programs/hicap/>

The health insurance benefit that is provided to active employees is not designed to work with Medicare: it’s meant for active employees. Once a retiree is on Medicare, Medicare becomes the primary insurance and any other insurance that a retiree may have (e.g., the active- employee plan) is treated as secondary. However because the active’s plan is not designed to work with Medicare, there can be a lot of gaps in the coverage for retirees.

A Medicare supplement plan is designed to fill in those gaps – and at a much reduced cost (since Medicare is primary). The proposed supplement plan that was discussed in the Town Hall meeting last week would provide retirees \$0 copay, \$0 deductible, \$0 cost for ambulance service, etc. I would encourage all those who are interested to watch a recording of the Town Hall that can be found at <https://rscdd.edu/Departments/Risk-Management/Benefits/Pages/Retiree-Benefit-Updates-2022.aspx>

A summary of the plans is attached. The benefits of the proposed plan that the District is considering is listed on the right-hand column.

In the mid-1980s, FARSCCD “bifurcated” the faculty: the faculty became split between those who were hired before May 31, 1986 and those hired afterwards. The language that is currently in the contract states:

Per the FARSCCD Collective Bargaining Agreement section 5.4.1 (<https://farsccd.org/farsccd-contract/>),

5.4.1 District Contributions

For employees whose first paid date of contract service is prior to May 31, 1986, who have fifteen (15) years of service, the District will pay its portion of the insurance premium for life.

For employees whose first paid date of contract service is on or after May 31, 1986, who subsequently qualify for the foregoing fifteen (15) year retiree service benefit, the District will pay its portion of the insurance premium until the retiree reaches age 70, after which such retirees may continue coverage at their own expense.

In addition, the FARSCCD CBA states

5.4.1 Range of Coverage

Eligible retirees will receive the same medical coverage as current employees until reaching age 65 at which time coverage will be provided under a supplementary policy.

It is important to point out a few things:

- No where in the contract language is there a guarantee of free health insurance. In fact, the language states that the "...the District will pay its portion" – but the District's portion is not specified.
- The language in the contract (that has been there since the mid-1980s) states that retirees older than 65 will be provided a "supplementary policy". If one googles "supplementary policy", one will see a lot of links to medicare supplement policies. Why would the contract speak of "supplementary policy" if there was an expectation that retirees over 65 would be provided the same insurance as active employees?
- According to 5.4.3, "Surviving dependents may continue coverage at their own expense." This is important for our lifetime-benefited retirees since their surviving dependents will not receive district-paid benefits and may be forced to pay exorbitant penalties should they attempt to enroll in Medicare Part B after the retiree passes away.

Last year, the District's Health Insurance broker took the health insurance out to bid. Only one vendor would bid on the previous structure of the health insurance: that was our current vendor. Relying on a single company to provide health insurance for our active (as well as our retirees) is a precarious position for the District to be in. It does not allow the District to negotiate the most economically efficient policies for the District. In addition, should that vendor go bankrupt, change the rate structure, etc., that could adversely affect the insurance that the District is able to provide its active employees – let alone retirees.

It should also be noted that the District has the ability to change insurance carriers. Instead of Anthem, the District could decide to go with Cigna, HealthNet, etc. There is nothing in the FARSCCD CBA that precludes that. FARSCCD has two seats on the Joint Benefits Committee; however, that committee only makes recommendations. The District (with Board approval) can make changes.

Other benefits of Medicare are that 96% of doctors accept Medicare and the portability of Medicare. While a doctor may say they do not accept Medicare, one should ask whether they are in the Medicare network, or they do not bill Medicare directly. Less than 1% of US physicians completely opt-out of the Medicare network. The company that the District is proposing to work with, RetireeFirst, will help retirees if a doctor simply does not bill Medicare. In addition, under a Medicare supplement plan, retirees who decide to move out-of-state would still be able to utilize their district-covered benefits. Under the active-employee plan, a retiree who moves out-of-state may not be able to utilize the active-employee plan (as they would be out-of-network).

In my personal opinion, there are a lot of benefits for the retirees with the proposed changes. In fact, for those of us who were hired after May 31, 1986, this a critical and beneficial change.

Thank you for your time.

Best wishes to you and your family,
Morrie Barembaum

Medical				
	Current	Current	Current	Proposed
	Companion Care	Anthem PPO	Anthem HMO	Anthem NPPO Medicare Advantage Plan
Deductible	\$0	\$250	\$0	\$0
Medical Maximum Out-of-Pocket	\$0	\$1,000	\$1,000	\$0
Network	Medicare	Anthem	Anthem	Medicare
Primary & Specialists Visits	\$0	\$20	\$10	\$0
Ambulance Service	\$0	10%	\$100/Trip	\$0
Emergency Room	\$0	\$50 Waived if Admitted	\$100 Waived if Admitted	\$0
Inpatient Hospital Care	\$0	10%	\$0	\$0
Outpatient Surgery	\$0	10%	\$0	\$0
Skilled Nursing Facility	\$0; days 1- 100	10%; days 1-100	\$0; days 1- 100	\$0; days 1- 100
Urgent Care	\$0	\$20	\$10	\$0
Durable Medical Equipment	\$0	10%	20%	\$0
Preventative Care	\$0	\$0	\$0	\$0
Vision Services	Medicare Covered Only	Medicare Covered Only	Medicare Covered Only	\$0 per routine vision exams, every 12 months \$100 Material Allowance every 24 months
Hearing Aids	Not Included	10% \$2,000 per hearing aid every 36 months	50%; One Medically Necessary Hearing Aid per year	\$1,500 Hearing Aid Allowance every 12 months
Fitness Program	Not Included	Not Included	Not Included	Silver Sneakers gym membership and fitness program



Retiree Health Benefits

Page 23
Workshop
September 13, 2021

Last Wednesday, May 24, FARSCCD hosted a workshop at SCC conducted by the Health Insurance Counseling & Advocacy Program (HICAP). HICAP is a member of the Council of Aging – Southern California. The informational program covered how Medicare works with District retiree health benefits. Over forty faculty and spouses (left) that are approaching retirement or have already retired were in attendance. If you are interested in a workshop at SAC for the fall, please contact FARSCCD@gmail.com.

Following the presentation by HICAP, Evan Hawkins from the Faculty Association for California Community Colleges (FACCC) gave an update on the budget.

The FARSCCD Executive Board will be negotiating the 2017-18 Collective Bargaining Agreement. Please send your suggestions to FARSCCD@GMAIL.COM

YOUR RIGHT TO UNION REPRESENTATION

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my steward or union officer be present at the meeting. Without representation, I choose not to answer any questions.”

1975 US Supreme Court Case.
The Weingarten
Decision

**FARSCCD WELCOMES SANTA ANA
COLLEGE ENGLISH PROFESSOR
JIM ISBELL (L) AND MATHEMATICS
PROFESSOR KELVIN LEEDS (R) TO
THE FARSCCD EXECUTIVE BOARD.**



HR's Decades of False Information

Every year during open enrollment our faculty with families face the sticker shock of the cost of PPO coverage. To cover just two dependents a faculty member must pay about \$7000 annually. This is more than any other District charges for similar coverage. Consequently, the exorbitant cost drives our faculty with families into an HMO.

There is a reason these costs are so high. For years, the previous HR administration told eligible retirees (based on year of hire) they did not need to enroll in Medicare's Part B. For those who receive benefits up to age 70 when retired, this is false.

It is in the best interest of retirees to enroll in Medicare Part B once they turn 65. Waiting until age 70 exposes the retiree to substantial penalties when they do enroll (after they are no longer covered by the District's plan). For those who do receive lifetime benefits, there could be unintended consequences such as leaving one's spouse without coverage (or potential penalties) should the retiree pass away. (District managers with lifetime benefits do not have to worry about their surviving spouse. Currently the District continues to pay benefits to the surviving spouse of retired managers for their lifetime).

As a result of retirees not enrolling in Medicare when they are eligible, the District is paying over \$30,000 annually for each of over 300 retirees entitled to lifetime benefits who have not enrolled in Medicare's Part B. If these retirees enrolled, the District's cost would be about \$5000 per retiree and they would receive a plan that is claim-free with no deductibles or out-of-pocket expenses. (See "What Is Companion Care")

Because of HR's false narrative about Medicare enrollment, many insurance carriers refuse to bid on the District's health coverage because actives are combined with retirees. If retirees did enroll in Medicare Part B, there would be more options for active's coverage with an estimate annual savings of \$3 million and a reduction in the District's unfunded liability – savings that could bring down the cost of family PPO coverage and make it affordable for all District employees with families.

Currently the Board of Trustees are looking to end HR's decade of false information by requiring all District retirees to enroll in Medicare and eliminating lifetime benefits for the surviving spouses of retired managers.

The comments in this article do not reflect the employees currently employed in HR and Risk Management. These individuals are working hard to change a culture that was created by those no longer in the employ of RSCCD.



What Is Companion Care?

Companion Care is the supplemental plan that complements Medicare for retirees who reach the age of 65. As a District employee you and a designated dependent may receive Companion Care at no cost until you reach age 70 or for your lifetime depending on your date of hire.

In coordination with Medicare, Companion Care provides claim-free benefits. Unlike the current Anthem plan for actives, retirees pay no co-pays, have no deductibles and there is zero out of pocket expenses. In addition, the plan provides coverage out of the country and because it is independent of the District insurance carrier, retirees do not have to worry about changing doctors should the District change carriers.

Companion Care is a well-deserved benefit for our retirees.

THE NEXT BOARD MEETING:

THE NEXT FARSCCD Rep:

**Fall Semester 2021,
September @ 4:00 pm.**



If you have any questions or need any help, please don't hesitate to email us at FARSCCD@gmail.com. Please visit our website (FARSCCD.org) for more information, current contracts and MOUs, and Executive Board member contacts.

From: Karen Dennis

Sent: Monday, September 13, 2021 8:19 AM

Subject: Attack on Retiree Health Benefits

This proposed contract has severely impacted me! My premiums will no longer be paid for, and I am being forced into another plan that I do not want, and my choice of doctors is severely limited. This was NEVER part of my retirement package of 2015. **The slide from the Town Hall PowerPoint shows that the current employees have no impact and everything remains the same!** This is what I want — NO IMPACT!

To me your discrimination against the elderly who had no warning about this maneuver is a violation of contract. **Retirees have been singled out and eliminated from a medical health benefits contract** without any retiree input on the contract. You have decided the penalty you pay is a benefit instead of remembering to honor retiree's years of service to the District by funding the premiums.

During my years of service at RSCCD and working on contract negotiations from time to time, I knew retirees were valued and always a part of the RSCCD family. I have enjoyed my PPO plan and value my doctors. Incidentally many doctors do not take Medicare and have signs in their offices saying that they do not accept Medicare. I have established doctors who have overseen my health care for years, and I do not want to lose them. I could go on and on about the problems with having Medicare as my main plan, but that is not my point here. **My point is to protest the obvious decision to eliminate benefits to retirees and then force us into a less than adequate health care plan.** I do not want Medicare. I want my PPO plan after 35 years of service. Current retirees should be grandfathered in and negotiations should be started for new retirees to have a **choice of Medicare or not.** You would not have to pay for penalties but rather premiums.

I was hired in 1984 and clearly remember the negotiations about having Medicare offered after 1986 to people age 70. It was a long negotiated process and people were informed when hired. I also remember some negotiations regarding salary increases that did not materialize, but statements given that at least our medical health benefits were in place. In addition I remember the establishment of a fund that grew to 40+ million dollars for the medical health benefits in the future. I would like to know who is monitoring this fund, too.

To me, you have overlooked the ramifications of this contract. You could have had Medicare as a choice, but to require retirees of a certain age to enroll in a plan that they had no part in negotiating is not legal nor is it ethical. Retirees also need a voice in the negotiation process. I feel very isolated and alone trying to get my voice heard. I do not have a directory of names now that I am retired. Retirees need an advocate who will at least look out for their interests. This news is a "bolt out of the blue." I am devastated.

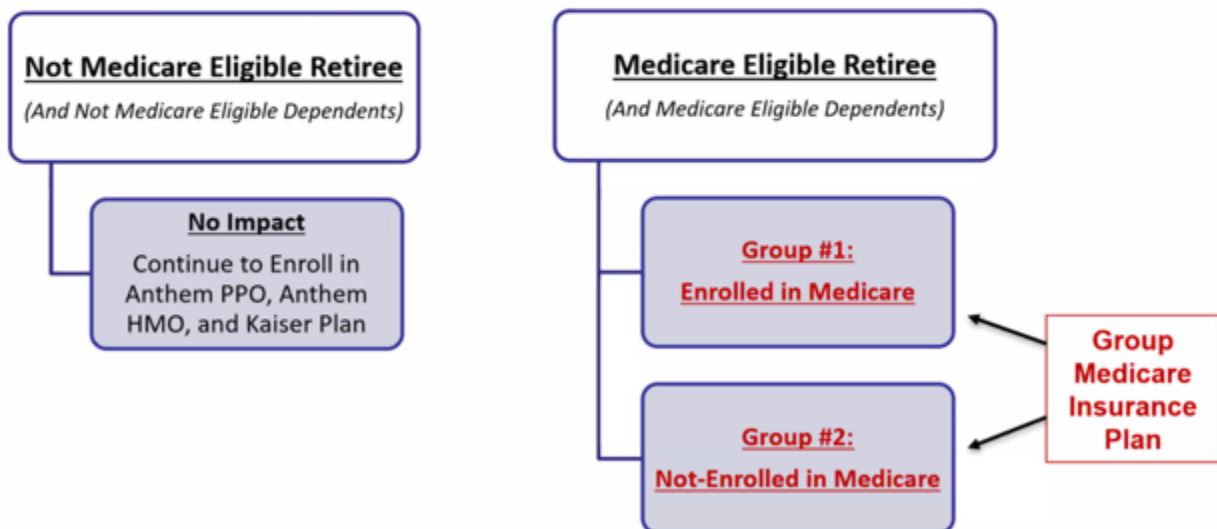
Karen Dennis

Retired Professor after 35+ years of service; CATESOL Past President; CATESOL Education Foundation Co-Founder; Community Activist

TWO SLIDES FROM THE TOWN HOUSE MEETING ON ZOOM:

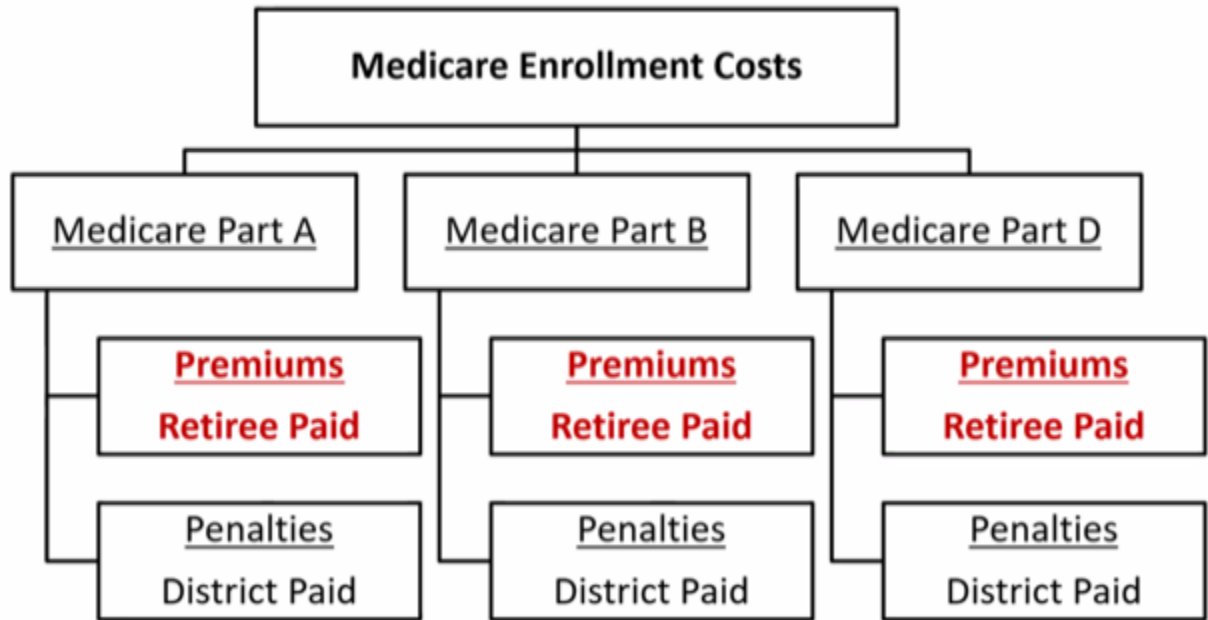
Impacted Retirees and Eligible Dependents

- The following are the Medicare eligible retirees that will be enrolled in the Group Medicare insurance plan:



(Notice the singling out and eliminating of retirees from the current PPO offering to others).

Group #2: What are the costs of Medicare enrollment?



I was hired before 1986 and had negotiated benefits of paid insurance for life. This benefit is now being threatened in the proposed contract.

From: HART FAMILY
Sent: Sunday, September 12, 2021 5:22 PM
To: Gerard, Debra
Subject: to Board of Trustees

Dear Board of Trustees,
I was hired in January 1983. My contract guaranteed me LIFETIME HEALTH insurance, not lifetime Medicare supplement. This new "deal" would force me to begin to pay \$300-400 per month for Medicare Part B and D which was NOT part of my contract. I'd say any moron would call that a Breach of Contract. So my vote is LAWSUIT!!!!
Christy MacBride-Hart
Math Department
1983-2015

From: Karen Janssen
Sent: Monday, September 13, 2021 10:59 AM
To: Gerard, Debra
Subject: Board meeting today - Help?

My name is Karen Janssen. My husband Arthur Janssen was a Data Base Administrator at Santa Ana College. I don't understand what is going on at this board meeting but here is what I told Michael Lewis when I first heard about this.

"I just read your letter and here is something to add to the complaint. My husband (Arthur Janssen) was demoted from administration, along with a small group of other employees, because he didn't "administrate" any other staff under him. To sweeten the pot they were all guaranteed lifetime health insurance, THE SAME AS CURRENT EMPLOYEES, for them and their spouse. When Art died they were about to put me on the standard track, whatever that was, until I asked about his contract guarantee. Since then I have been on the same policy as current employees. Apparently I am not to continue on that? I wasn't able to attend the computer meeting at which this was discussed and which you are apparently referencing in this letter. But if this is accurate they are in violation of Art's contract."

Karen Janssen <ilea-ak@charter.net>
541-956-6067

I believe there were only a handful of staff affected by this and they had to have retired from SAC with that contract still in force - which Art did! When each of us became 65, Medicare apparently became "primary" and then the SAC insurance kicked in to pick up whatever Medicare didn't pay for.

I don't know how to use ZOOM so I need some information from you so that I can be at the meeting this afternoon. I will be online and my phone land-line is above. If I don't answer that, my cell is 541 218 3458 and I will put it in my pocket if I must be away from the land line.

Karen Janssen

To the BOT, administrators and staff of RSCCD

I'm Margaret Manson and I am speaking to item 6.3. I was hired as a full time faculty member in 1978, and retired in 2006. As Instructional Dean at the Orange Campus, I helped develop SCC into a separate college. My last administrative position was VP of Academic Affairs. I have bargained for faculty, and as a district administrator, including Interim Director of HR, represented the district. Prior to my retirement, I returned to full time teaching.

On August 18, I received an email from Diane Loya indicating that I probably knew about changes to retiree benefits. Let me be perfectly clear. I did not know about these changes, who made this decision or who represented or advocated for retirees in any bargaining or deliberation process. I also did not know the full intent of the district was to eliminate the district promise and practice of lifetime benefits, **fully paid for by the district**, for employees hired prior to 1986. According to one source, retirees are targeted because "they are the low hanging fruit." I agree. Retirees can be older, geographically scattered, have health issues and are not at the bargaining table. They and I have relied on union negotiators, district administrators and ultimately the BOT to protect our interests. It is callous and unconscionable for the district to target retirees because they are the most vulnerable.

I read the June FARSCCD newsletter and also saw a communication from Cheng Yu accusing previous HR and district leadership of misleading faculty over many years regarding Medicare enrollment. This this is a false narrative, and is being used by FARSCCD to ensure current faculty will pay less for the PPO option, even at the expense of retirees. Hence, the low hanging fruit approach. To accuse district leadership of misleading employees does not accurately reflect the process since it is the BOT that ultimately approves these agreements. So lets be honest here, after you strip away the accusations, finger pointing, slick slide shows, district indignation and Medicare lauding, the truth is retirees who were hired before 1986 are now being forced to pay for insurance premiums provided and promised them over the past 35 years.

Several current district leaders are fairly new to the district and do not have the institutional memory that helps to understand RSCCD history or culture. But it is astonishing that any educator or educational leader from any institution would not see the injustice in this decision. I am also disheartened that long serving board members are so willing to abandon their commitment to district employees. It is shameful that the retirees being forced out of their promised **district paid benefit coverage** are the same employees who built and sustained this institution over decades of service. Finally, I have no illusions that benefits for retirees won't be "revised" again to satisfy the bottom line or address personal agendas regardless of the ethics or morality of the decision.

From: LYNN MEININGER
Sent: Saturday, September 11, 2021 8:28 PM
To: Gerard, Debra
Subject: Elderly abuse via Santa Ana College renegeing on past contract.

Is there any way to convey this message prior to the meeting?

From: Marilou Morris
Sent: Monday, September 13, 2021 10:53 AM
To: Gerard, Debra
Subject: Comments for the Meeting of September 13 - Agenda Item 6.3

1. My name is Marilou Morris. I was a full-time faculty member at Santa Ana College/RSCCD from 1973 to 2016.
2. I am speaking directly to Item 6.3.
3. I didn't know about this action.
4. This completely reneges on the Board's legal commitment to provide District PAID retiree benefits.
5. I protest this change to our existing medical benefits and ask the Board to not approve 6.3 tonight. You have not considered the impact on retirees or active employees who also are adversely affected by your sudden and unilateral decision.

From: Barbara Palmer
Sent: Monday, September 13, 2021 10:55 AM
To: Gerard, Debra <Gerard_Debra@rsccd.edu>
Subject: COMMENTS FOR THE MEETING OF SEPTEMBER 13, 2021 Re: Agenda item 6.3

Hello, my name is Barbara Palmer. I was a Santa Ana College Librarian for 28 years, and I served on both the FARSCCD Executive Board and Negotiating Team. I am speaking to agenda item 6.3 which I ask the Board NOT to approve tonight. Prior to Diane Loya's email to me dated August 18, 2021, I had no knowledge of the Board's plan and subsequent vote to mandate Medicare enrollment for all eligible retirees. Receiving this news in this manner caused profound anxiety and stress. This arbitrary decision changes the District's existing and long-standing medical benefits for RSCCD retirees from District-paid medical benefits to retiree-paid Medicare. By this action, the Board of Trustees has reneged on its legal commitment to provide District- paid medical benefits to retirees-- benefits that were bargained in good faith and benefits that until now were honored by the District. Forty years of the District's commitment to retirees kept and fulfilled through contract interpretation, District policies and practice cannot be erased. Please pause and thoughtfully reconsider your decision and **do not approve 6.3.**

From: Julie Slark
Sent: Monday, September 6, 2021 8:06 PM
To: Gerard, Debra
Subject: CORRECTION-DATE: COMMENTS FOR THE MEETING OF 9-13-21-HEALTH INSURANCE

These comments are respectfully submitted to the RSCCD Board of Trustees members, in writing, as I am unable to participate in the September 13, 2021 meeting and contribute public comments at the meeting live. How I remember the BOT meeting venue(s), however, having been an employee of RSCCD for 31 years, having worked with some of you, and being a leader and part of many historic developments and transitions of RSCCD during the timeframe 1977 to 2008! RSCCD was my family, and I attended many groundbreaking BOT meetings!

Attached to my comments is the letter to you from RSCCD Professor John Smith. His letter serves as a preface to my comments, and reflects my outrage, which is to my fullest extent, regarding the BOT's recent decision to suddenly void the health benefits provided to retirees hired prior to 1986, such as myself, contrary to practices in place since I was hired in 1977, and for 43 years forward, at least. (I'm in the management employee group, which has typically received the same health benefits as faculty, for whom Professor Smith speaks.) (However, to my knowledge, retired managers haven't received notification from the District about this upcoming critical change.)

The mandate to suddenly use Medicare Parts A, B, and others, as well as an amorphous RSCCD Medigap plan frightens me! Overall, I'm troubled that the Board hasn't proposed phasing in this new practice, implementing it over a two- or additional-year time frame, or for new hires, or for new retirees, such as has been done by some agencies relative to such an extensive change in the middle of current ongoing practice! I wonder what the cost savings to the District would be to implement this practice for solely pre-1986 hires (who were promised lifetime benefits), especially relative to the massive ill will that is being created? (It seems there are precious few "pre-1986ers" left---two of my closest colleagues passed away within the last 18 months, and both heired their respective foundations.)

Not only am I angry, disappointed in RSCCD leadership, and appalled at your lack of apparent compassion for the community that has made RSCCD what it is, I am stressed and can't sleep at night! In my case, I'd be happy to pay the costs for maintaining current health coverage--- it's the sudden Medicare requirement that frightens me. I wonder whether the Board has fully understood how its sudden decision could impact retirees such as myself, besides monetarily. My comments are intended to share with you the stress that you have caused me, as an example of one sort of impact that you may not have considered.

You see, on July 10 of this year, less than two months ago, due to no fault of my own, I was diagnosed with lung cancer. On July 21, I had lung lobectomy surgery.

Had this happened after your new policy was implemented, my lung surgeon would not have been available to me. If I need additional surgery after the new policy is in effect, I don't know whether the existing providers and care that I'm receiving will be available via "Medigap".

In fact, at one point last week, a hospital worker mistakenly thought I was a Medicare patient, and she was unable to obtain authorization for a pain reduction procedure that my doctor had ordered. As soon as the correction was made for Anthem Blue Cross, I had the procedure done (and my pain has declined).

So, in sum, I am suddenly a lung cancer victim, with Anthem Blue Cross PPO, and a course of treatment and care underway. But now, what will happen?? This is what keeps me awake. Once, I was all brain and ears and eyes and tasking, "16/24", to develop and move an RSCCD agenda(s), and now I'm afraid I can't mentally focus, at a time like this when I'm not well, on your Medigap (which isn't really defined) and Parts A, B, D very non-specific materials. You've thrown me a wrench, at a bad time, and contrary to your promises of decades.

Board of Trustees,

Rancho Santiago Community College District

As a retired professor and teacher of the year (1996) at Rancho, as well as a board member and officer of FARSCCD for 34 years, I must express outrage over the action taken by the Board of Trustees on August 9, 2021. During this meeting, you voided the retiree health and welfare benefits that were supported by a thirty-five (35) year old past practice which allowed faculty hired before 1986 to continue under the medical insurance provided to active full-time faculty for life and for faculty hired after 1986 to receive that coverage until the age of 70.

It appears you were joined in this attempt to illegally terminate past practice by the faculty union; however, it must be pointed out that the presentation by Barry Resnick is not relevant as he is not a current FARSCCD board member and is not a retiree. Barry claimed that retired faculty had been contacted and were "OK with this." This is simply untrue. My wife, retired after 39 years teaching for Rancho, and myself, retired after 41 years teaching at Rancho, are among numerous retirees who were never contacted. Not only were we never told anything about a change in retiree benefits, we only learned of your vote through another staff member very concerned about on-going care. In fact, it is fair to say that the majority of retirees, if not all, did not know this vote was to be taken and were blind-sided by this egregious action. In any event, Barry Resnick had no status or authority to represent the retirees at all, whether as an individual or a member of the FARSCCD Board.

You should know that under both state and federal law, an employer cannot reduce or eliminate vested or promised health and welfare benefits of retirees. Furthermore, a union cannot negotiate or bargain on behalf of retirees since the union, under PERB precedent, only represents current employees. Therefore, FARSCCD cannot agree with the employer to change, reduce or eliminate any retiree rights in force at the time of retirement. What FARSCCD should be doing is maintaining the contracts that their members retired out from and representing the best interests of their active employees. Current faculty will be losing a major benefit as witnessed by FARSCCD's cooperation with the District to throw away this long-standing insurance provision without going through a collective bargaining process. It is also clear that active faculty members had no idea this had happened.

Retirees have relied on contract after contract which indicated we did not need to enroll into Medicare at all. Nowhere in the FARSCCD contract does it mention Medicare and throughout the years retiree benefits have been in place, the District has never talked about or required anyone, in any employee group, to buy or use Medicare. It wasn't even legal to allow California teachers to enroll into Medicare until 1993 – seven years after the contract language that you are now using as a pretext to justify your reversal of decades of health care benefits for retirees was written. The language could not have had anything to do with Medicare as that option did not exist for faculty at that time; yet you continue to promote an agenda to destroy retiree medical benefits based on a passage that was never implemented for 35 years, let alone meant to apply to Medicare.

Also, we all know that the District not only never required any retiree to get Medicare in the 35 intervening years, it also set up a Trust and funded it to provide for District paid benefits for retirees. There is currently over \$40 million in that fund. Until last year it was obvious that the District and the Board planned, understood and provided for its commitment to the retiree medical obligation accordingly.

Never in my 34 years as union negotiator have I witnessed such a brazen attempt to rip a contract provision from faculty, who are the heart and soul of Rancho's educational excellence. No doubt the attempt to mollify people with a promise of Medicare Gap insurance is a work-around trying to make palatable your shameful relinquishing of your responsibility to protect the legacy and reputation of Rancho.

What do you plan to do with that \$40 million if it is not going to be used as intended? Do you really believe that the clear understanding of retiree medical benefits suddenly cannot exist in the way they were promoted and funded for years

I know I am not alone when I say I find your action unconscionable – probably illegal – and the worst example of disregard for employees in Rancho's history. As Trustees, your duty is to act responsibly with integrity and honor in your actions and commitments. You have shown you cannot be trusted to honor District commitments and that is a matter we will all have to deal with.

Sincerely,

John L. Smith

Professor of mathematics, retired

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

To:	Board of Trustees	Date: September 27, 2021
Re:	Approval of Educational Affiliation Agreement between RSCCD on behalf of Santa Ana College and MDRS Spine & Sport, Inc.	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This new Educational Affiliation Agreement with MDRS Spine & Sport, Inc. (“Agreement”), covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. The program requires contracts with multiple facilities throughout California so that students can be placed at fieldwork sites with reasonable travel distances from their homes. Upon full execution by all 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 between RSCCD on behalf of Santa Ana College and MDRS Spine & Sport, Inc., located in San Diego, California, as presented.

Fiscal Impact:	None	Board Date: September 27, 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 MDRS Spine & Sport, Inc. (“Clinical Facility”), located at 3760 Convoy Street Suite 101, San Deigo, CA 92111.

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:

MDRS Spine & Sport, Inc.
Attn: Brendan Strem, DPT, Area Director
3760 Convoy Street Suite 101
San Diego, CA 92111

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 Services
2323 North Broadway
Santa Ana, CA 92706

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



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

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

District:
Rancho Santiago Community College
District

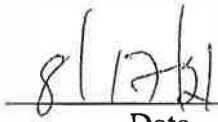
Clinical Facility:
MDRS Spine & Sport, Inc.

Iris I. Ingram
Vice Chancellor of Business
Services

Brendan Strem, DPT
Area Director

Date



Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Science, Math and Health Sciences Division

To:	Board of Trustees	Date: September 27, 2021
Re:	Approval of Affiliation Agreement between RSCCD on behalf of Santa Ana College and Orange County Global Medical Center, Inc.	
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 Affiliation Agreement between RSCCD on behalf of Santa Ana College and Orange County Global Medical Center, Inc. (“Agreement”) is to stipulate the health and orientation requirements for clinical rotations.

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. It shall be effective for three (3) years beginning on October 1, 2021 with an option for an additional one (1) year term. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Affiliation Agreement between RSCCD on behalf of Santa Ana College and Orange County Global Medical Center, Inc., located in Santa Ana, California, as presented.

Fiscal Impact:	None	Board Date: September 27, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Associate Dean, Health Sciences	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of October 1, 2021 (the “Effective Date”) between **Rancho Santiago Community College District on behalf of Santa Ana College** (“School”), located at 1530 West 17th Street, Santa Ana, CA. and **Orange County Global Medical Center, Inc.**, a California corporation doing business as Orange County Global Medical Center (“Hospital”), located at 1001 N. Tustin Avenue, Santa Ana, CA. School and Hospital may be referred to hereinafter individually as a “Party” or collectively as the “Parties.”

RECITALS:

A. School has established a degree program in the field of Registered Nursing, Health Sciences, Occupational Therapy, Speech Language Pathology, and Pharmacy Technicians.

B. Hospital operates an acute care facility licensed in the State of California (“State”).

C. School desires to provide to its students (hereinafter “Program Participants”) a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified Program Participants of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“Program”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

(1) orientation of Program Participants and faculty to the clinical experience at Hospital;

(2) provision of classroom theory and practical instruction to Program Participants prior to their clinical assignments at Hospital;

(3) preparation of Program Participant/patient assignments and rotation plans for each Program Participant and coordination of same with Hospital;

(4) continuing oral and written communication with Hospital regarding Program Participant performance and evaluation, absences and assignments of Program Participants, and other pertinent information;

(5) supervision of Program Participants and their performance at Hospital;

(6) participation, with the Program Participants, in Hospital's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All Program Participants, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises (collectively "Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for directing all Program Participants to comply with the terms of this Agreement.

b. **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence in the form of a completed "Clinical Profile" that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two-step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox, and evidence of completion of the series of three (3) hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at

Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall direct the Program Participants assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a Program Participant's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the Program Participant complete training regarding

Hospital's patient information privacy policies and practices provided by Hospital and achieve a passing score (as defined by Hospital from time to time) on the post test. School shall maintain training records for a minimum of six years, including, without limitation, the names of those Program Participants that completed the training with the applicable date ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Certification.** Prior to a Program Participant's first assignment at Hospital, School shall provide a completed "Clinical Profile" as proof of current/valid CPR certification ("Certification") Healthcare Provider Level, for all Program Participants in direct patient care positions, per Hospital guidelines. Such Certification shall be provided to Hospital upon renewal/update of Certification.

i. **Criminal Background Verification.** Each Program Participant shall be required to submit to criminal background check as a condition of participation in the Program. School shall provide to Hospital satisfactory evidence in the form of a completed "Clinical Profile" that the Program Participant meets all required standards and is suitable to perform patient care as outlined in the Agreement. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable criminal history.

j. **COVID-19.** School shall ensure the student presents a negative COVID-19 test prior to entering the Facility. School and /or Program Participants' shall be responsible for providing PPE and COVID-19 vaccination.

2. RESPONSIBILITIES OF HOSPITAL.

a. Hospital shall accept the Program Participants assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate with School to establish rotation and assignment. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Program Participants shall be treated as trainees who have no expectation of receiving compensation, including workers' compensation or employee benefit programs, or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, Hospital and School shall work to resolve the situation and, after five (5) days' time, said Program Participant's participation in the Program shall cease.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, employees, or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. School shall indemnify, defend and hold Hospital harmless in the event of any dispute or claim associated with any third-party determination that an employer/employee relationship exists between Hospital and a Program Participant.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of Program

Participants, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. CONFIDENTIALITY.

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to their respective legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with either party or any of its affiliates), neither Hospital, School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by the other parties in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the other party with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the other party.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”), which include the Standards for the Privacy of Individually Identifiable Health Information (the “Privacy Rule”), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the “HITECH Act”) (collectively, and as amended from time to time, the “HIPAA Regulations”), as well as applicable state privacy laws. Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, “Protected Health Information”) to a Program Participant for purposes of providing treatment to Hospital patients or training a Program Participant to be a health care provider. A Program Participant may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A Program Participant may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient’s treatment or to Hospital’s workforce members involved in the Program Participant’s training program for training program purposes. A Program Participant shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital’s obligations under the limited data set standard. A Program Participant may disclose a patient’s health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School’s use in evaluating the Program Participant.

School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information received from Hospital, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the

use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required by law.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information, and a copy of any such written, protected information, in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information, and a copy of any such written, protection information, in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice

describing the violation from Hospital and shall certify in writing that it cured the violation.

8. INSURANCE.

a. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, general and professional liability insurance, covering themselves and their respective employees and agents. School shall either provide coverage on behalf of Program Participants or require Program Participants to secure such coverage. If Program Participants provide coverage on their own behalf, such coverage must be placed with an insurer reasonably satisfactory to Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM; TERMINATION.**

a. **Term.** The term of this Agreement (“Term”) shall be three (3) years commencing on the Effective Date (the “Initial Term”). This Agreement shall automatically renew for a one (1) year term unless either party provides written notice of its intent not to renew at least thirty (30) days’ prior to the conclusion of the then current term year. The Initial Term and all renewal terms may be referred to collectively herein as the “Term.”

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days’ prior written notice, provided that all Program Participants currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed two (2) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** Each and every provision of this Agreement is severable and independent of any other term or provision of this Agreement. If a court of competent jurisdiction hereof holds any term or provision void or invalid for any reason, such invalidity shall not affect the remainder of this Agreement.

12. **INDEMNIFICATION.** Each party shall indemnify, hold harmless, and defend the other party, its officers, directors, employees and agents, from and against any and all claims, liabilities, damages, and expenses, including without limitation, reasonable attorneys' fees (collectively "Claims"), whether or not covered by insurance, incurred by the other party in defending or compromising actions brought against the other party, its officers, directors, employees, or agents, to the extent such Claims arise out of or are related to, directly or indirectly, any breach by indemnifying party or its employees or agents of any of the covenants, representations or warranties contained in this Agreement or any act or omission of indemnifying party or its employees or agents. For the purposes of this Agreement, agents of School include, without limitation, all Program Participants.

13. **GOVERNING LAW; VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State. The parties agree that Orange County, California shall be the only proper venue for disputes related to this Agreement.

14. **ATTORNEYS' FEES.** If legal action, arbitration, or other proceeding is commenced by either party arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party, in addition to any other relief granted.

15. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

16. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

17. **ASSIGNMENT; BINDING EFFECT.** School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

18. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered

personally or when deposited in the United States mail, postage prepaid, addressed as follows:

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

If to Hospital: Orange County Global Medical Center
 1001 N. Tustin Avenue
 Santa Ana, CA 92705
 Attn: Chief Executive Officer

or to such other persons or places as either party may from time to time designate by written notice to the other.

19. **STATEMENT OF RESPONSIBILITY.** For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Hospital, as between School and Hospital only, School, its successors and/or assigns, do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the Program Participant while participating in the Program operated by School at Hospital, unless such injury or loss arises solely out of Hospital's negligence or willful misconduct.

20. **INTERPRETATION.** The parties agree that each party has been given an opportunity to have its legal counsel of choice review this Agreement and represent its interests in this matter. This Agreement shall be deemed to have been drafted by all parties and, in the event of a dispute, no party shall be entitled to claim that any provision should be construed against any other party by reason of the fact

21. **SURVIVAL.** The parties' obligations under this Agreement which by their nature extend beyond the term of this Agreement, including, without limitation, Sections 5 (Independent Contractor), 7 (Confidentiality), 8(a) (Insurance), 12 (Indemnification), 13 (Governing Law; Venue) and 14 (Attorneys' Fees) and all subsections thereunder, shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

22. **STATUTES AND REGULATIONS.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to, any successor statute, regulation, ruling, or administrative order or decree.

23. **MASTER LIST OF CONTRACTS.** Hospital shall maintain a master list of its contracts that is maintained and updated centrally and is available for review by the Secretary of the United States Department of Health and Human Services upon request.

24. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be executed by their authorized representatives as of the Effective Date.

“SCHOOL”:

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF SANTA ANA COLLEGE**

Name and Title

Iris I. Ingram

Vice Chancellor of Business Services

“HOSPITAL”:

**ORANGE COUNTY GLOBAL MEDICAL CENTER, INC. D/B/A
ORANGE COUNTY GLOBAL MEDICAL CENTER**

Derek S. Drake, DNP, RN, NE-BC, CNML, CNL
Chief Executive Officer

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Orange County Global Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between (“School”) and Orange County Global Medical Center (“Hospital”), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has viewed information regarding Hospital’s patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital’s and School’s privacy policies and procedures and privacy practices.

Dated this ____ day of _____, 20__.

Program Participant

Witness

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

To:	Board of Trustees	Date: September 27, 2021
Re:	Approval of License Agreement between RSCCD on behalf of Santa Ana College and CLO Virtual Fashion, LLC	
Action:	Request for Approval	

BACKGROUND

This is a License Agreement between RSCCD on behalf of Santa Ana College and CLO Virtual Fashion, LLC (“Agreement”). The Fashion Design and Merchandising ("FDM") department would like approval of a software agreement, which will allow students to purchase CLO 3D design licenses at academic rates for use in multiple classes, as recommended by the FDM advisory board. HEERF II funding will be utilized for this procurement.

ANALYSIS

This Agreement governs one (1) year of software purchase and may be renewed for up to four (4) one-year (1) extensions. This Agreement shall remain in effect as of the date signed by both parties through September 2026, or until terminated by either party. This Agreement carries a cost of \$7,500 of annual subscription to be paid from HEERF II funding.

RECOMMENDATION

It is recommended the Board of Trustees approve the License Agreement between RSCCD on behalf of Santa Ana College with CLO Virtual Fashion, LLC, located in New York, New York, as presented.

Fiscal Impact:	\$7,500 per year	Board Date: September 27, 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	

CLO VIRTUAL FASHION, LLC

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into by and between **CLO VIRTUAL FASHION, LLC**, a Delaware limited liability company ("CLO"), and **Rancho Santiago Community College District, on behalf Santa Ana College Fashion Design** ("Licensee"). CLO and Licensee are sometimes referred to in this Agreement individually as a "party" and collectively as the "parties." This Agreement becomes effective on the date that it is countersigned, as indicated in the Signature Page ("Effective Date").

WHEREAS: Pursuant to the terms and conditions of this Agreement, CLO wishes to grant to Licensee, and Licensee wishes to receive, a license to the Licensed Materials (as hereinafter defined).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Unless otherwise defined in the main body of the Agreement, capitalized terms used in this Agreement are defined in this Section 1.

1.1 "Affiliate" of a person or entity shall mean any entity Controlled by, under common Control with or under the Control of such person or entity. "Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of registered capital or voting securities, by Agreement or otherwise, and includes (i) ownership directly or indirectly of fifty percent (50%) or more of the shares or other equity interests in issue or registered capital of such entity, (ii) ownership, directly or indirectly of fifty percent (50%) or more of the voting power of such Person or (iii) the power directly or indirectly to appoint a majority of the members of the board of directors or similar governing body of such entity, and the terms "Controlled" and "Controlling" shall have correlative meanings.

1.2 "Authorized User" means the personnel of Santa Ana College Fashion Design who are under the control of and authorized by Santa Ana College Fashion Design to install or access, the Licensed Materials.

1.3 "Academic Licensee" means a Licensee who is a Qualified Academic Institution, faculty, or student therein. CLO, in its sole discretion, retains the right to determine the eligibility of an Academic Licensee.

1.4 "Academic Purposes" means purposes directly related to learning, teaching, training, research and development that are part of the instructional functions performed by a Qualified Academic Institution. Academic Purposes does not include commercial, professional or any other for-profit purposes.

1.5 "CLO Samples" means samples provided by CLO in the Licensed Materials, including, but not limited to, sample patterns and designs, modules for patterns and designs, and expressions of components and elements used in patterns and designs. CLO samples may be modified where such modifications are permitted by the intended functionality of the Licensed Materials.

1.6 "Fees" means the "Total Annual Subscription Fee" set forth in the License Schedule in Exhibit A.

1.7 “Legal Entity” means any company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, proprietorship, joint venture or other form of business organization.

1.8 “License Class” means the class of license specified by CLO for the Licensed Materials, including the following:

1.8.1 Trial License. If the License Schedule identifies the License Class as a “Trial License,” Licensee, which is a legal entity, may install the specified Licensed Materials designated in the License Schedule, subject to certain functional limitations including those described in 3.4 and permit access to such copy of the Licensed Materials solely by an Authorized User, solely for Trial Purposes. A Trial License is for a fixed term specified in the License Schedule, or if no such term is specified, the term is fifteen (15) days from installation or as otherwise authorized in writing by CLO.

1.8.2 Academic License. If the License Schedule identifies the License Class as an “Academic License,” an Academic Licensee may install the specified Licensed Materials designated in the License Schedule subject to the License Type, and permit access to such Licensed Materials solely by an Authorized User solely for Academic Purposes. The Licensed Materials pursuant to an Academic License are subject to certain functional limitations, including those described in Section 3.4. An Academic License is for a fixed term specified in the License Schedule or, if no such term is specified, the term is twelve (12) months from installation or as otherwise authorized in writing by CLO.

1.9 “License Schedule” means the licensing information set forth on Exhibit A, attached hereto, that sets forth, among other items, the License Class, License Type, authentication method, and term for Licensee’s license of the Licensed Materials. The License Schedule may be amended from time to time by mutual consent of the parties.

1.10 “License Term” means an Annual Subscription term of license to the Licensed Materials, as specified by CLO in the License Schedule or applicable Purchase Order. For Annual Subscription Licenses:

1.10.1 Licensee acquires a non-perpetual license to access and use the most recent version of the Licensed Materials available online at CLO’s downloadable archive, during the period for which the applicable Annual Subscription Fee (set forth in the License Schedule or Purchase Order) is paid.

1.10.2 “Initial Term.”

1.10.2.1 The “Initial Term” of any Annual Subscription Licenses listed in the License Schedule and purchased contemporaneously with the execution of this Agreement will commence as of the latest to occur of (i) the Effective Date of this Agreement or (ii) upon delivery of the specific Licensed Materials--and will continue for the period of twelve (12) months thereafter.

1.10.2.2 For any Annual Subscription Licenses subsequently purchased under a Purchase Order, the “Initial Term” will commence as of the latest to occur of (i) the date the applicable Purchase Order is executed by the Parties (“PO Effective Date”) or (ii) upon delivery of the specific Licensed Materials—and will continue for the period of twelve (12) months thereafter.

1.10.3 “Renewal Term” means, unless otherwise agreed to in writing by the Parties, the twelve (12) month renewal term following either the Initial Term, or a previous Renewal Term. For clarity, the Initial Term or previous Renewal Term may either be a full twelve (12) month term or a prorated term. No Renewal Term shall be effectuated unless it is purchased by Licensee through a Software Order that is

executed by the parties. Any Annual Subscription Licenses not so renewed expire at the end of the applicable License Term, and become subject to Section 8.2 of this Agreement. The Initial Term and any subsequent renewal terms are collectively referred to herein as the “License Term,” “Term,” “Annual Subscription,” or “Annual Subscription Term”.

1.10.4 With respect to any Annual Subscription Licenses purchased by Licensee under this Agreement, CLO’s corresponding obligations to Licensee under this Agreement during the applicable Term are conditioned upon Licensee’s payment of the applicable Total Annual Subscription Fee for that Term, as set forth in the License Schedule or applicable Purchase Order.

1.11 “License Type” means the type of license specified by CLO for the Licensed Materials, including the following:

1.11.1 Network Type. If the License Schedule identifies the License Type for the Licensed Materials as a “Network Type,” Licensee may install copies of the specified Licensed Materials designated in the License Schedule on a single file server computer and permit access to such Licensed Materials on computers in an amount up to the Permitted Number of computers, on a Networked Basis. The Network Type encompasses CLO’s online authentication version of the Software.

1.12 “Licensed Materials” means Software, Supplemental Materials and User Documentation (a) made available by CLO to Licensee for download, (b) delivered prepackaged with this Agreement, or (c) otherwise accompanied by this Agreement, provided that (i) in the case of Software, the Software is identified in the License Schedule, and (ii) Licensee has paid (and continues to pay) the applicable Fees. Licensed Materials includes, without limitation, any Updates, and new versions of the Licensed Materials that CLO provides or makes available to Licensee.

1.13 “Licensee” means Santa Ana College Fashion Design, to which the Licensed Materials are licensed. For clarification, unless otherwise specified in an Exhibit, “Licensee” refers only to a single, specifically identified Legal Entity, and does not include any Affiliate of any such Legal Entity.

1.14 “Licensee’s Internal Business Needs” means, in reference to the Licensed Materials, the use of such Licensed Materials by an Authorized User of Licensee to meet the internal requirements of Licensee’s business in the ordinary course of such business. In no event will Licensee’s Internal Business Needs include providing or making available Licensed Materials to any third party.

1.15 “Modification” means any change by Licensee (but only to the extent permitted by the intended functionality of the Software and/or Supplemental Materials) to the substance of a CLO Sample or any change to the substance of the contents of a file containing a CLO Sample; and/or any new file that contains any part of a CLO Sample; all of which ensures that the CLO Sample is not the primary source of value. Modifications may not be made to Restricted CLO Samples.

1.16 “Networked Basis” means a computing environment that includes a computer acting as a file server which allows the Licensed Materials installed on such computer to be uploaded and installed to, and operated, viewed or otherwise accessed from, other computers through a local area network connection.

1.17 “Open Source Software” means the open source software disclosed and referenced in Exhibit C hereto.

1.18 “Permitted Number” means a maximum number (e.g., number of authorized users, number of concurrent users, number of computers, sessions, etc.), specified in the License Schedule, applicable to a

license of the Licensed Materials and to the License Type associated with such license. For clarity, the Permitted Number of concurrent users that may access the Software under Enterprise Licenses on Licensee's behalf is equal to the number of licenses purchased by Licensee under this Agreement.

1.19 "Purchase Order(s)" means the form attached hereto as Exhibit B, which shall be used by the Parties to effectuate Licensee's purchases of any additional Annual Subscription Licenses to the Licensed Materials, subsequent to the initial purchase of the licenses set forth in the License Schedule.

1.19.1 Purchase Orders will be governed by the terms and conditions set out in this Agreement. The terms and conditions of this Agreement shall apply without limitation to each Purchase Order. Any terms and conditions applicable in respect of CLO and Licensee under this Agreement shall also apply to CLO and Licensee under each Purchase Order.

1.19.2 Purchase Orders will become effective on the date on which it is countersigned ("PO Effective Date").

1.20 "Restricted CLO Samples" means non-modifiable avatars and dummies (and each of their elements) and pre-designed clothing and accessories (including but not limited to buttons, shoes, head coverings, socks, and gloves) included in the Licensed Materials, and any other Licensed Materials specified as "Restricted Licensed Materials" (or similar verbiage).

1.21 "Software" means the proprietary computer program distributed or made available by CLO specified in the License Schedule.

1.22 "Stand-alone Basis" means the Licensed Materials are installed on a single computer for non-concurrent use, and which cannot be accessed from any other computer.

1.23 "Supplemental Materials" means materials, other than Software and related User Documentation that are distributed or made available by CLO for use with Software. Supplemental Materials include, without limitation, CLO Samples and Restricted CLO Samples.

1.24 "Trial Purposes" means purposes of evaluation and demonstration of the capabilities of the Licensed Materials but excludes competitive analysis and any commercial, professional, or other for-profit purposes.

1.25 "Updates" means, subject to the payment or continued payment of applicable Fees, any corrections, patches, maintenance, and/or replacement of a Software version with a new Software version as and when CLO deems such Update is necessary to correct errors, remove, add or improve functionalities, and/or add service packs. Unless otherwise specified by CLO, where CLO makes Updates available to Licensee, CLO's obligations to support the previous version of the Software shall terminate in all respects following an Update thereto.

1.26 "User Documentation" means the explanatory or instructional materials for Software or Supplemental Materials.

2. License

2.1 License Grant. Subject to and conditioned on Licensee's continuous compliance with this Agreement, CLO grants Licensee, for the limited duration of the applicable Subscription Term for which the applicable Fees have been paid: (A) a non-exclusive, non-sublicensable, non-transferable, personal,

limited license to install and/or access the Licensed Materials, in each case solely (i) within the scope of the License Class, License Type and Permitted Number specified in the License Schedule, and (ii) in accordance with the other terms of this Agreement; and (B) to the extent any Modification contains any CLO Sample, a worldwide, royalty-free license in respect of such CLO Sample—unless the Modification contains any default avatars developed by CLO.

2.2 Additional Terms. Any or all of the Licensed Materials may be subject to terms that are in addition to or different from the terms set forth in this Agreement. CLO will provide such additional or different terms to Licensee, and Licensee shall promptly (but no later than 10 days after being provided with such terms) provide its consent to such terms or specify reasons for their rejection. The Software uses or contains Open Source Software which are subject to their license terms.

2.3 Other Materials. If CLO provides or makes available to Licensee any additional materials associated with the Licensed Materials, including Updates to the Licensed Materials or any Supplemental Materials or User Documentation, (a) if there are no other terms for such additional materials, they will be subject to the same terms as the Licensed Materials; or (b) such additional materials may include or be subject to other terms in addition to or different from the terms set forth in this Agreement (including, without limitation, additional or different fees, license terms, or restrictions on use). CLO will provide such additional or different terms to Licensee, and Licensee shall promptly (but no later than 10 days after being provided with such terms) provide its consent to such terms or specify reasons for their rejection.

2.4 Authorized Users. Licensee shall permit the Licensed Materials to be installed and/or accessed only by an Authorized User(s), and any such installation or access will be subject to any other requirements imposed by this Agreement and the applicable License Class and Permitted Number. Licensee will be responsible for compliance with this Agreement by any Authorized User, and any other persons who may have access to the Licensed Materials through Licensee.

3. Limitations and Exclusions

3.1 Unauthorized Activities. In addition to such other Licensee obligations specified in this Agreement, Licensee shall not (a) distribute, rent, loan, lease, sell, sublicense, transfer or otherwise provide access to all or any portion of the Licensed Materials to any person or Legal Entity except as expressly set forth in this Agreement or as expressly authorized in writing by CLO, (b) remove, alter or obscure any proprietary notices, labels or marks in the Licensed Materials, (c) decompile, disassemble or otherwise reverse engineer the Licensed Materials, (d) translate, adapt, arrange, or create derivative works based on, or otherwise extract from or modify the Licensed Materials for any purpose; provided however Licensee may make Modifications to CLO Samples where such modifications are permitted by the intended functionality of the Licensed Materials, (e) permit the Licensed Materials to be used on a service bureau, time sharing basis or otherwise, (f) distribute CLO Samples as Licensee's work product without Modifications, (g) distribute Restricted CLO Samples; or (h) otherwise use the Licensed Material for any purpose other than the intended use and functionality of the Licensed Material.

3.1.1 CLO Avatars. "CLO Avatar" means any avatars included in the Licensed Materials. Licensee shall not display, distribute, sell, monetize, publish, post, or otherwise disseminate any such avatar (A) onto any e-commerce website; (B) as part of any advertising, marketing, or promotional media; or (C) to any third party other than its own faculty and students (collectively, "Disseminate"):

3.1.1.1 without the prior written consent of CLO and upon the payment of a royalty fee to CLO (in the amount of \$3,000 per avatar); or

3.1.1.2 unless proper attribution is given to CLO in each instance in which an avatar is so Disseminated, pursuant to the specifications set forth in Section 3.1.3.

3.1.2 Instructional Samples. For clarity, Licensee shall have the right to use CLO Avatars in conjunction with Modifications for internal, Academic Purposes that do not involve Dissemination (collectively, “Instructional Samples”) without having to comply with either Section 3.1.1.1 or Section 3.1.1.2.

3.1.3 Attribution Specifications. The following attribution must appear—in Avenir Next font, font size 10, and color 323236—in each instance in which attribution is required pursuant to this Section 3.1:

CLO Virtual Fashion, Inc. owns all rights to the avatar displayed.
<https://www.clo3d.com/>

3.2 Effect of Unauthorized Use. Licensee will not engage in, and will not permit or assist any third party to engage in any of the uses or activities prohibited in or inconsistent with this Agreement (collectively, “Unauthorized Uses”). Any such Unauthorized Use, and any installation of or access to the Licensed Materials provided under this Agreement, outside of the scope of the applicable license grants or otherwise not in accordance with this Agreement, constitute a breach of this Agreement. Licensee will notify CLO promptly of any such known or suspected Unauthorized Uses or other unauthorized installation or access.

3.3 Circumvention. Licensee may not (i) utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any form of technical protection used by CLO in connection with the Licensed Materials, or (ii) install or access the Licensed Materials with any product code, authorization code, serial number, or other copy-protection device not supplied by CLO. Without limitation of the generality of the foregoing, Licensee may not utilize any equipment, device, software, or other means to circumvent or remove any protection measure provided or made available by CLO for managing, monitoring or controlling installation of or access to the Licensed Materials.

3.4 Licensee Work Product. CLO will have no responsibility or liability whatsoever if Licensee combines or links Licensee work product or other data created with Licensed Materials with work product or other data otherwise created. In addition, Licensee will not remove, alter or obscure any such notices or limitations.

4. All Rights Reserved. CLO and its licensors retain title to and ownership of, and all other rights with respect to, the Licensed Materials and all copies thereof, including, without limitation, any related copyrights, trademarks, trade secrets, patents, and other intellectual property rights. Licensee has only the limited licenses granted with respect to the Licensed Materials expressly set forth in this Agreement, and Licensee has no other rights, implied or otherwise. Licensee acknowledges and agrees that the Licensed Materials are licensed, not sold, and that rights to install and/or access the Licensed Materials are acquired only under the license from CLO.

5. Privacy and Use of Information, Connectivity and Activation

5.1 Privacy and Use of Information; Connectivity. For Network Online Authentication licenses, Licensee acknowledges and agrees that when the Licensed Material is installed by Licensee and connected to the Internet, CLO (and/or third parties acting on behalf of CLO) may automatically collect certain information and data of Licensee including anonymized USER IDs, encrypted passwords, the specifications of hardware utilized by Authorized Users to access the Licensed Materials (HWIDs), and IP addresses (“Licensee Data”). The Licensee Data is used solely for purposes of user registration, activation, providing update notifications and update options, updating, validating, monitoring installation, providing technical support, and such other purposes reasonably necessary to monitor, maintain and provide the Software. Licensee hereby consents to (i) CLO monitoring, maintaining, using, storing and disclosing such Licensee Data within the scope of this Agreement--including the storage of Licensee Data in data centers hosted by third party providers; and that (ii) certain aspects of the Licensed Materials require Licensee’s access to and use of content and services that are hosted on websites maintained by CLO. Accessing such content or services and use of Licensed Materials will cause Licensee’s computer, without additional notice, to connect automatically to the Internet and to communicate with CLO.

5.2 Activation and Security. Installation of and access to the Licensed Materials require, and the continued use thereof may from time to time require, remote authentication by CLO or activation codes issued by CLO. LICENSEE ACKNOWLEDGES AND AGREES THAT INSTALLATION OF AND/OR ACCESS TO LICENSED MATERIALS MAY BE DISABLED BY CLO PROTECTION MECHANISMS IF LICENSEE TRIES TO TRANSFER ALL OR A PART OF THE LICENSED MATERIALS TO ANOTHER COMPUTER, IF LICENSEE TAMPERS WITH THE TECHNICAL PROTECTION MECHANISMS OR DATE-SETTING MECHANISMS ON A COMPUTER OR IN THE LICENSED MATERIALS, IF LICENSEE USES THE LICENSED MATERIALS PAST THE APPLICABLE LICENSE TERM, OR IF LICENSEE UNDERTAKES CERTAIN OTHER ACTIONS THAT AFFECT THE SECURITY OR UNDER OTHER CIRCUMSTANCES AND THAT, IN ANY SUCH EVENT, LICENSEE’S ACCESS TO LICENSEE’S WORK PRODUCT AND OTHER DATA MAY BE AFFECTED.

6. Limited Warranty and Disclaimers

6.1 Limited Warranty. CLO warrants that, as of the date on which the Licensed Materials (and hardware media, if any, on which such Licensed Materials are contained) are delivered to Licensee and for thirty (30) days thereafter or if the license term is shorter, such shorter period (“Warranty Period”), the Licensed Materials will provide the features and functions described in the User Documentation portion of the Licensed Materials. CLO’s entire liability and Licensee’s exclusive remedy during the Warranty Period (“Limited Warranty”) will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at CLO’s option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the Annual Subscription Fee paid by Licensee and terminate this Agreement or the license specific to such Licensed Materials. Such refund is subject to the return of the Licensed Materials to CLO. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. CLO DOES NOT SEEK TO LIMIT LICENSEE’S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

6.2 Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 6.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLO AND ITS SUPPLIERS MAKE, AND LICENSEE RECEIVES, NO WARRANTIES, REPRESENTATIONS, OR

CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR WARRANTIES OTHERWISE IMPLIED BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE) WITH RESPECT TO ANY LICENSED MATERIALS. EXCEPT AS SPECIFIED IN SECTION 6.1, ANY STATEMENTS OR REPRESENTATIONS ABOUT THE LICENSED MATERIALS AND THEIR FEATURES OR FUNCTIONALITY IN THE LICENSED MATERIALS OR ANY COMMUNICATION WITH LICENSEE ARE FOR INFORMATION PURPOSES ONLY, AND DO NOT CONSTITUTE A WARRANTY, REPRESENTATION, OR CONDITION. WITHOUT LIMITING THE FOREGOING, CLO DOES NOT WARRANT: (a) THAT THE OPERATION OR OUTPUT OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE, RELIABLE, OR COMPLETE; (b) THAT ERRORS WILL BE CORRECTED BY CLO OR ANY THIRD PARTY; OR (c) THAT CLO OR ANY THIRD PARTY WILL RESOLVE ANY PARTICULAR SUPPORT REQUEST OR THAT SUCH RESOLUTION WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS. NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED NOTWITHSTANDING A CONTRACTUAL RESTRICTION TO THE CONTRARY.

7. Limitations of Liability

7.1 Limitation on Type and Amount of Liability. IN NO EVENT WILL CLO, ITS AFFILIATES AND SUPPLIERS, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, DISTRIBUTORS, REPRESENTATIVES AND AGENTS HAVE ANY LIABILITY (DIRECTLY OR INDIRECTLY) FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, USE, REVENUE, OR DATA; OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY). IN ADDITION, THE CUMULATIVE LIABILITIES OF CLO AND ITS SUPPLIERS ARISING OUT OF OR RELATING TO ANY LICENSED MATERIALS OR SERVICES WILL NOT EXCEED THE AMOUNT PAID BY LICENSEE FOR SUCH LICENSED MATERIALS.

7.2 Application of and Basis for Limitations. THE LIMITATIONS OF LIABILITY IN THIS SECTION 7 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF CLO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

8. Term and Termination

8.1 MSLA Term. The term of this MSLA shall be for five (5) years, subject to the provisions enumerated below in this Section 8. At CLO's or Licensee's option, either party may decide to enter into a new MSLA once the five (5) year term ends.

8.2 Term; Termination or Suspension. Each license under this Agreement, with respect to each specified set of Licensed Materials covered by this Agreement, will become effective as follows: (a) as of the latest to occur of (i) the Effective Date of this Agreement or (ii) upon delivery of the specific Licensed

Materials--if the license in question is purchased contemporaneously with the execution of this Agreement and is identified in the License Schedule set forth in Exhibit A; or (b) as of the latest to occur of (i) the Purchase Order Effective Date ("PO Effective Date") or (ii) upon delivery of the specific Licensed Materials--if the license in question is purchased subsequent to the execution of this Agreement, pursuant to a Purchase Order executed by the Parties. Each of CLO or Licensee may terminate this Agreement and Licensee's license as to Licensed Materials if the other party is in breach of this Agreement and fails to cure such breach within twenty (20) days after written notice of the breach; however, if Licensee is in breach of Section 2 or Section 3, CLO may terminate this Agreement, and Licensee's license to Licensed Materials immediately, without further notice to Licensee. In addition, CLO may, as an alternative to termination, suspend Licensee's license to the Licensed Materials and/or other CLO obligations or Licensee rights under this Agreement, if Licensee fails to pay the applicable Fees to CLO or otherwise fails to comply with the provisions of this Agreement or other terms relating to any such license or other associated materials. CLO may also terminate this Agreement if Licensee becomes subject to bankruptcy proceedings, becomes insolvent, or makes an arrangement with Licensee's creditors. This Agreement will terminate automatically without further notice or action by CLO if Licensee goes into liquidation. Licensee acknowledges and agrees that CLO may assign or sub-contract any of its rights or obligations under this Agreement.

8.3 Effect of Termination of Agreement or License. Upon termination or expiration of this Agreement, the licenses granted hereunder will terminate. Any Annual Subscription Licenses not renewed expire at the end of the applicable License Term. Upon termination or expiration of any license granted to Licensee: (a) Licensee must cease all use of the Licensed Materials to which such license applies and uninstall all copies of the Licensed Materials; (b) at CLO's request, Licensee agrees to destroy or return to CLO all the Licensed Materials; and (c) CLO reserves the right to require Licensee to show satisfactory proof that all copies of the Licensed Materials have been uninstalled and, if so requested by CLO, destroyed or returned to CLO.

8.4 Survival. Sections 1, 3.1, 3.2, 3.3, 5, 6, 7, 8.3, 9 and 10 will survive any termination or expiration of this Agreement.

9. Confidentiality.

9.1 Confidentiality. In the course of performance of this Agreement and/or as part of discussions leading up to this Agreement, one party and/or its Affiliate (the "Disclosing Party") may disclose or may have already disclosed to the other party (and/or its Affiliate), or received or will receive from the other party (and/or its Affiliate) (the "Receiving Party") information relating to the subject matter of this Agreement, which information shall be considered to be the Disclosing Party's "Confidential Information"--whether disclosed or received, directly or indirectly, before or after the Effective Date, in oral, written, or any other format or media whatsoever. The Receiving Party agrees that it will take the same steps to protect the confidentiality of the Disclosing Party's Confidential Information as it takes to protect its own proprietary and confidential information. The Receiving Party shall protect and keep confidential and shall not use, publish or otherwise disclose to any third party, except as contemplated by this Agreement or with the Disclosing Party's prior written consent, the Disclosing Party's Confidential Information during and after the term of this Agreement. For purposes of this Agreement, Confidential Information shall not include such information that:

(a) was known to the Receiving Party at the time of disclosure of it to the receiving Party by the Disclosing Party hereunder; or

(b) was generally available to the public or was otherwise part of the public domain at the time of disclosure or became generally available to the public or otherwise part of the public domain after disclosure other than through any act or omission of the Receiving Party in breach of this Agreement; or

(c) became known to the Receiving Party after disclosure from a source that had a lawful right to disclose such information to others; or

(d) was independently developed by the Receiving Party where such independent development can be established by written documentation.

9.2 Permitted Disclosure. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party and/or the terms and conditions of this Agreement pursuant to a subpoena or other court process only (i) after having given the Disclosing Party prompt notice of the Receiving Party's receipt of such subpoena or other process and (ii) after the Receiving Party has given the Disclosing Party a reasonable opportunity to oppose such subpoena or other process or to obtain a protective order. Confidential Information of the Disclosing Party in the custody or control of the Receiving Party shall be promptly returned or destroyed upon the earlier of (i) the Disclosing Party's written request or (ii) termination of this Agreement.

10. General Provisions

10.1 Notices. Notices in connection with this Agreement by either party will be in writing and will be sent by electronic mail to the email address set forth on the Signature Page hereto. Notices will be effective one (1) business day after written confirmation via an email from the receiving party of its receipt of such notice; except that, if the sender of the initial email notice has not received such written confirmation of receipt from the receiving party within three (3) business days of the initial email notice being sent, the sender can resend such notice by other means, and the effective date of the notice will be deemed to be the date on which the initial email notice was sent. In each case, the notice must specifically reference that the notice is given under this Agreement. Licensee hereby consents to service of process being effected on Licensee by email sent to the address provided by Licensee to CLO if so permitted by applicable law.

10.2 No Assignment. Licensee may not assign this Agreement or any rights hereunder without CLO's prior written consent, which may be withheld in CLO's sole and absolute discretion. Any unauthorized assignment by Licensee will be void.

10.3 CLO and Affiliates. Licensee acknowledges and agrees that CLO may arrange to have its Affiliates engage in activities in connection with this Agreement, provided that CLO (and not such Affiliates) will remain subject to the obligations under this Agreement. For the purposes of this paragraph, "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with CLO.

10.4 Severability. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or any other provision of this Agreement in any other jurisdiction.

10.5 No Waiver. No term or provision of this Agreement will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

10.6 Audits. Licensee agrees that CLO has the right to require an audit (electronic or otherwise) of the Licensed Materials and the installation thereof and access thereto. As part of any such audit, CLO or its authorized representative will have the right, on at least ten (10) days' prior notice to Licensee, to inspect Licensee's records, systems and facilities to verify that the use of any and all of the Licensed Materials is in conformance with this Agreement. Licensee will provide full cooperation to enable any such audit. If CLO determines that Licensee's use is not in conformity with the Agreement, Licensee will obtain immediately and pay for valid license(s) to bring Licensee's use into compliance with this Agreement and other applicable terms and pay the reasonable costs of the audit. In addition to such payment rights, CLO reserves the right to seek any other remedies available at law or in equity, whether under this Agreement or otherwise.

10.7 Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

10.8 Force Majeure. CLO will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond CLO's reasonable control.

10.9 Export Control. Licensee acknowledges and agrees that the Licensed Materials are subject to compliance with United States and other applicable country export control and trade sanctions laws, rules and regulations (collectively, "Export Control Laws"). Licensee understands that the requirements and restrictions of the Export Control Laws as applicable to Licensee may vary depending on the Licensed Materials provided under this Agreement and may change over time. Licensee shall be solely responsible for (i) determining the precise controls applicable to the Licensed Materials, and (ii) complying with the Export Control Laws and monitoring any modifications to them.

10.10 Entire Agreement. This Agreement and any other terms referenced in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, except that particular aspects of the Licensed Materials and the services accessible therewith may be subject to additional or different terms associated therewith. In the event of a conflict between this Agreement and any other terms of CLO, the other terms will apply. Any modifications to this Agreement will be invalid unless agreed to in a writing signed by an authorized representative of CLO.

(Signature Page follows)

IN WITNESS WHEREOF, the parties by their duly authorized representatives are signing this LICENSE AGREEMENT as follows.

THE COMPANY:

CLO VIRTUAL FASHION, LLC

By: _____

Name: Ryan Teng

Title: VP, Business Development

Date: 08/17/2021

Address for Notice:

16 E 34th Street, 18th Floor
New York, NY 10016

Attention: Chief Executive Officer

Email: legal@clo3d.com

THE LICENSEE:

Rancho Santiago Community College District

By: _____

Name: Iris I. Ingram

Title: Vice Chancellor of Business Services

Date: _____

Address for Notice:

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

EXHIBIT A
LICENSE SCHEDULE (FOR INITIAL PURCHASE)

1. Software Details

- (a) Software Product: CLO
- (b) License Class: ACADEMIC
- (c) License Term: ANNUAL SUBSCRIPTION
- (d) License Type: NETWORK
- (e) Authentication Method: NETWORK ONLINE AUTHENTICATION
 - i) Account: USER ID AND PASSWORD PROVIDED UPON DELIVERY

2. Pricing

- (a) Annual Subscription: 10 Licenses \$5,000, and Annual Subscription for individual license after 10 Initial Licenses \$250.00 for each individual license.
- (b) Total Number of Licenses Purchased: 20
- (c) Total Annual Subscription Fee: not to exceed \$7,500.00

3. Updates

- (a) Latest version available for download at <https://www.clo3d.com/download> as of Effective Date.
- (b) Annual Subscription Fee includes major and minor updates, bug fixes, maintenance, and support

4. Payment Terms: NET 30 days

5. Miscellaneous Conditions

- (a) Prior to the Effective Date of this MSLA, Licensee previously purchased twenty (20) Annual Subscription Licenses, which commenced on August 12, 2020.
- (b) As of the Effective Date of this MSLA, the Annual Subscription Licenses shall be governed by the terms and conditions of this MSLA.

EXHIBIT B

PURCHASE ORDER (FOR ANY FUTURE PURCHASES)

This Purchase Order is issued under--and bound by--the terms and conditions of the License Agreement entered into by and between **CLO Virtual Fashion, LLC** and **Rancho Santiago Community College District, on behalf Santa Ana College** on [Effective Date of the License Agreement]. This Purchase Order becomes effective on the date that it is countersigned ("PO Effective Date").

1. Software Details

- (a) Software Product: CLO
- (b) License Class: ACADEMIC
- (c) License Term: ANNUAL SUBSCRIPTION
- (d) License Type: NETWORK
- (e) Authentication Method: NETWORK ONLINE AUTHENTICATION
 - i) Account: USER ID AND PASSWORD PROVIDED UPON DELIVERY

2. Pricing

- (a) Annual Subscription: 10 Licenses \$5,000, and Annual Subscription for individual license after 10 Initial Licenses \$250.00 for each individual license.
- (b) Total Number of Licenses Purchased: up to 40
- (c) Total Annual Subscription Fee: not to exceed \$10,000.00

3. Updates

- (a) Latest version available for download at <https://www.clo3d.com/download> as of Effective Date.
- (b) Annual Subscription Fee includes major and minor updates, bug fixes, maintenance, and support

4. Payment Terms: NET 30 days

5. Miscellaneous Conditions:

EXHIBIT C
OPEN SOURCE SOFTWARE

The Software is using the following libraries under their License Agreements, listed at <https://www.clo3d.com/Footer/Oss>.

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

To:	Board of Trustees	Date:	September 27, 2021
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement between RSCCD on behalf of Santa Ana College with Michelle Parolise		
Action:	Request for Approval		

BACKGROUND

Santa Ana College (“SAC”) currently offers a Bachelor’s Degree in Occupational Studies designed to provide students with an Occupational Therapy Assistant (“OTA”) Associate’s Degree the opportunity to pursue a Bachelor’s Degree upon completing two (2) additional years of instruction. However, only SAC’s OTA Associates Degree is accredited by the Accreditation Council for Occupational Therapy Education (“ACOTE”), a national organization. At the time that SAC developed the Occupational Studies Bachelor’s Degree program, ACOTE was still in the process of drafting accreditation standards for a Bachelor’s Degree.

ANALYSIS

ACOTE now offers accreditation for a four-year OTA Bachelor’s Degree. SAC is requesting approval to enter into a Rancho Santiago Community College District Professional Services Agreement between RSCCD on behalf of Santa Ana College with Michelle Parolise (“Agreement”). This Agreement will hire Michelle Parolise, retired Department Chair of SAC’s OTA Program, who led the development of the Occupational Studies Bachelor’s Degree. Michelle Parolise will assist the current OTA Department Chair, Dawn McKenna, with development and implementation of a Bachelor’s Degree accredited by ACOTE. This Agreement will have a term effective October 5, 2021 through December 31, 2021 and includes a cost of \$19,040. This cost will be paid for with Strong Workforce Program funds. SAC has the potential to be the first college in California to offer this degree and student’s possessing it will be in high demand with greater income potential.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement between RSCCD on behalf of Santa Ana College with Michelle Parolise, located in Huntington Beach, California, as presented.

Fiscal Impact:	\$19,040	Board Date:	September 27, 2021
Prepared by:	Bart Hoffman, Ed.D., Vice President, Administrative Services		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College, Occupational Therapy Assistant Department and Michelle Parolise, having its principal business address located at 6822 Loyola Dr., Huntington Beach, CA 92649 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 October 5, 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 Nineteen Thousand Forty Dollars (\$19,040) (“Contract Amount”). Additional details are specified in **Exhibit A.**
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A.** Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A.** District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A,** Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Purchase Order number, and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations,

limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).

- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;
- d. Errors and Omissions/Professional Liability: (If applicable) For financial loss or harm caused to the district that arise out of vendor's professional services \$5,000,000 per occurrence / \$5,000,000 annual aggregate.
- e. Cyber Liability: (If applicable) For financial loss or harm caused to the district that arises out of loss or theft of data, breach of data, disruption of networks, intrusion of virus, malware, disclosure of private information, notification, credit monitoring, breach response costs, regulatory fines and penalties, and infringement of intellectual property \$2,000,000 per occurrence / \$2,000,000 annual aggregate.

Other Insurance Requirements

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

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

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws,

rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

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

With a copy to: (District Department Responsible for Contract)
Dr. Larisa Sergeyeva
Dean, Human Services and Technology
1530 West 17th Street
Santa Ana, CA, 92706

Contractor: Michelle Parolise
6822 Loyola Dr.
Huntington Beach, CA 92647

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

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

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

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

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

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

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

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under

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

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

28. Failure to Perform. As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

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

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Iris I. Ingram

Print Title: Vice Chancellor of Business Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Michelle Parolise

Print Title: Consultant

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Project Scope:

Consultant will perform the following work to assist Santa Ana College with developing and implementing a four-year Occupational Therapy Assistant Baccalaureate Degree Program accredited by the Accreditation Council for Occupational Therapy Education.

Letter on intent

Cover Letter 2 hours x \$160 = \$320
Data Form 1 hour x \$160 = \$160

Program development 15 hours x \$160 = \$2400

- Develop a program outline of required courses
 - Program to meet all ACOTE and ACCJC standards
 - Program courses to progress in a logical, developmental sequence
 - Program to be consistent with program mission and philosophy
 - Program to maintain as many current classes as possible
 - Program designed to share classes with AS OTA program and BS OS program

Program content

Recommend content to be included in courses to meet ACOTE standards 5 hours x \$160 = \$800

Candidacy Form

Overview of Program as described below 15 hours x \$160 = \$2400

- Overview of the college
- Mission and philosophy of the program
- Curriculum designs and threads
- Number of students and number of cohorts annually
- Length of program
- Staffing patterns
- Institutional support and approval
- Strengths of the program and barriers to program development

Response to Accreditation Standards

- Narrative response and required documentation for General Requirements (29 items) 25 hours x \$160 = \$4000
- Ensuring courses meet the Content Requirement (55 items) 20 hours x \$160 = \$3200
- Requirements for Fieldwork Education (2 items) 12 hours x \$160 = \$1920
- Standards for Baccalaureate Project (2 items) 12 hours x \$160 = \$1920

Recommend revisions to syllabus to use as sample 2 hours x \$160 = \$320

Outline for Financial Resources 2 hours x \$160 = \$320

Strategic plan 5 hours x \$160 = \$800

Faculty Professional Development Plan 2 hours x \$160 = \$320

Program Director Professional Development Plan 1 hour x \$160 = \$160

Total of 119 hours x \$160 = \$19,040

Period of Performance: October 5, 2021 through December 31, 2021

Physical Location: The work will be performed at the consultant's home.

Supplies and Equipment: N/A

Payment Rate: \$160 per hour.

Payment Terms:

Progress payments billable at approved hourly rate for services requested and rendered, and substantiated by formal invoice specifying the particular services rendered. Such payments should be no more frequent than on a monthly basis.

Total not to exceed: \$19,040

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

To: Board of Trustees	Date: September 27, 2021
Re: Approval of COVID-19 Addendum to Agreements between RSCCD on behalf of Santa Ana College and Theragen, LLC	
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

The original RSCCD Board approved Educational Affiliation Agreement with Theragen, LLC ("[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 COVID-19 Addendum to Agreements between RSCCD on behalf of Santa Ana College and Theragen, LLC ("Amendment") states that all students who enter into their facilities are to be vaccinated against COVID-19 or have qualified for a religious or medical exemption. The facility will require proof of a negative COVID-19 test for those not fully vaccinated, to be allowed on site. This Amendment carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the COVID-19 Addendum to Agreements between RSCCD on behalf of Santa Ana College and Theragen, LLC, located in Santa Ana, California, as presented.

Fiscal Impact: None	Board Date: September 27, 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	

COVID-19 Addendum to Agreements

COVID-19 Vaccination Mandate

Generations Healthcare is proud of its response to the COVID-19 pandemic and compliance with the evolving guidance issued by the CDC and CDPH. On August 5, 2021, CDPH issued a State Public Health Officer Order in which the state is mandating that all “workers” who work in healthcare facilities be fully vaccinated by September 30, 2021. “Workers” refers to individuals who work in indoor settings where care is provided to patients or patients have access for any purpose, it includes but is not limited to, physicians, technicians, pharmacists, students and trainees, contractual staff not employed by the health care facility and persons not directly involved in patient care . . . including clerical, dietary, environmental services, laundry, security, engineering and facilities management, administrative, billing and volunteer personnel. You are receiving this addendum because your relationship with **Theragen, LLC** means you fit the definition of Worker according to the Health Order.

VENDOR/CONTRACTOR/SCHOOL: Rancho Santiago Community College District, on behalf of Santa Ana College

Theragen, LLC contractors, vendors, students, volunteers and suppliers who fit the definition of Worker are responsible for ensuring that their employees entering one of our facilities are vaccinated against COVID-19 or have qualified for a religious or medical exemption.

To ensure compliance, please do the following immediately:

- Ask employees who are not already vaccinated to sign up for their COVID-19 vaccination now, prioritizing those that will be coming into our facilities. Please refer them to their local state/county vaccination website.
- Implement a process to confirm, track, and report (if requested) on your employees’ vaccination or declination of vaccination status. We will require documented proof of vaccination for our records.
- Confirm that unvaccinated employees performing services at a one of our facilities can comply with our COVID-19 requirements prior to arriving at a facility. We will require proof of a negative COVID-19 test, for those not fully vaccinated, to be allowed on site beginning August 11.
- Remind everyone to continue following local ordinances and guidelines around masking and PPE requirements and comply with our requirements when on site at our facilities.

Contractor
Iris I. Ingram
Vice Chancellor of Business Services

Facility

Date

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Business Division

To:	Board of Trustees	Date:	September 27, 2021
Re:	Approval of Purchase of Annual Campus/Full Site Licenses for GMetrix Practice and Certification Exams for MOS (Microsoft Office Specialist), Adobe Pro, Intuit (QuickBooks) and MTA Practice Test Site Licenses from Certiport, a Subsidiary of NCS Pearson, Inc. for RSCCD on behalf of Santa Ana College		
Action:	Request for Approval		

BACKGROUND

As part of the curriculum requirements for the Microsoft Office, Adobe, QuickBooks and Microsoft Technology Associate (IT networking) courses, students are required to complete the industry recognized certification exams. Certiport is the only licensed provider to offer the industry recognized certification exams for Microsoft Office Specialist (MOS), Adobe Certified Associate (ACA), QuickBooks Certified User and Microsoft Technology Associate.

ANALYSIS

The Business Division will purchase annual campus licenses utilizing lottery funding for certification exams for Business Applications and Technology, the Accounting department and for Computer Science networking courses. By providing access to certification exams we are reducing barriers and providing equitable opportunity for student completion of both courses and programs while also providing industry recognized certification. The annual cost of supporting these courses is \$31,980.

RECOMMENDATION

It is recommended the Board of Trustees approve of Purchase of Annual Campus/Full Site Licenses for GMetrix Practice and Certification Exams for MOS (Microsoft Office Specialist), Adobe Pro, Intuit (QuickBooks) and MTA Practice Test Site Licenses from Certiport, a Subsidiary of NCS Pearson, Inc. for RSCCD on behalf of Santa Ana College, as presented.

Fiscal Impact:	\$31,980	Board Date:	September 27, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Madeline Grant, Dean, Business		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		



A PEARSON VUE BUSINESS

Prepared By: Todd Adamson
Email: todd.adamson@pearson.com
Phone: 801-772-3220
Created Date: 7/13/2021
Expiration: This quote is valid until 10/11/2021
Quote Number: 00088088
Certiport ID: 84002091

Mailing Address (Send POs here)

Certiport, a business of NCS Pearson, Inc.
1276 South 820 East, Suite 200
American Fork, UT 84003
USA

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Sales (888) 222-7890 Fax (801) 492-4118

Remit by Check to:

NCS PEARSON, INC.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

Remit by Wire or ACH to:

Bank of America - Account Name: NCS Pearson Inc.
ACH: # 071-000-039 WIRE: # 0260-0959-3
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Federal Tax ID Number: 41-0850527

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Bill To: Rancho Santiago Community College District
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2323 N Broadway
Santa Ana, CA 92706-1640
USA

Ship To Name: Santa Ana College, Business Applications Department
Ship To: Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
USA

Prepared For

Madeline Grant grant_madeline@sac.edu

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Row 1: 1105055, Intuit 500 License with GMetrix Practice Tests - Higher Ed/WFD, 1.00, \$4,732.00, \$4,732.00

** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.

Shipping and Handling \$0.00

Grand Total \$4,732.00

Grand Total does not include applicable taxes which may be charged.

License term for all items is 08/11/2021-08/10/2022. License includes a maximum of 500 certification exam attempts. GMetrix practice test license includes up to 500 users.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement").

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties.

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Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

- 2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.
- 3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.
- 4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.
- 5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.
- 6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.
- 7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.
- 8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.
- 9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**
- 10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.
- 11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.
- 12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.
- 13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.
- 14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials



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Quote Number	00088088
Certiport ID	84002091

furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



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USA

Prepared For

Madeline Grant grant_madeline@sac.edu

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include (GMetrix) MOS Practice Test Site License and MOS Campus License.

** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.

Shipping and Handling \$0.00
Grand Total \$14,040.00
Grand Total does not include applicable taxes which may be charged.

License term for all items is one year from start date. Certification exam licenses includes a maximum of 500 attempts each (quantity of 2 quoted for 1,000 total exams). Practice test license includes a maximum of 1,000 users.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement").

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions.

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in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

- 2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.
- 3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.
- 4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.
- 5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.
- 6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.
- 7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.
- 8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.
- 9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**
- 10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.
- 11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.
- 12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.
- 13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.
- 14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is



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Certiport ID	84002091

Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



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Prepared By: Todd Adamson
Email: todd.adamson@pearson.com
Phone: 801-772-3220
Created Date: 7/13/2021
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Quote Number: 00088094
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Mailing Address (Send POs here)

Certiport, a business of NCS Pearson, Inc.
1276 South 820 East, Suite 200
American Fork, UT 84003
USA

Corporate Address

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Ship To: Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
USA

Prepared For

Madeline Grant grant_madeline@sac.edu

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Row 1: 1102128, Adobe Pro - Certification and Practice Test License Bundle - Campus - Full Suite - HED, 1.00, \$7,124.00, \$7,124.00

** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.

Shipping and Handling \$0.00

Grand Total \$7,124.00

Grand Total does not include applicable taxes which may be charged.

License term for all items is one year from start date. Certification exam license includes a maximum of 1,000 attempts. Practice test license includes a maximum of 500 users.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement").

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties.

3.6 (8)

Prepared By Todd Adamson
Email todd.adamson@pearson.com
Phone 801-772-3220
Created Date 7/13/2021
Expiration This quote is valid until 10/11/2021
Quote Number 00088094
Certiport ID 84002091

Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

- 2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.
- 3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.
- 4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.
- 5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.
- 6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.
- 7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.
- 8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.
- 9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**
- 10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.
- 11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.
- 12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.
- 13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.
- 14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller



A PEARSON VUE BUSINESS

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Quote Number 00088094
Certiport ID 84002091

under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By: Todd Adamson
Email: todd.adamson@pearson.com
Phone: 801-772-3220
Created Date: 8/26/2021
Expiration: This quote is valid until 10/29/2021
Quote Number: 00097676
Certiport ID: 84002091

Mailing Address (Send POs here)

Certiport, a business of NCS Pearson, Inc.
1276 South 820 East, Suite 200
American Fork, UT 84003
USA

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Sales (888) 222-7890 Fax (801) 492-4118

Remit by Check to:

NCS PEARSON, INC.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

Remit by Wire or ACH to:

Bank of America - Account Name: NCS Pearson Inc.
ACH: # 071-000-039 WIRE: # 0260-0959-3
Account No: 81881-05388 SWIFT: BOFAUS3N
(Include invoice number in transmission)

Federal Tax ID Number: 41-0850527

Bill To Name: Santa Ana College, Business Applications Department
Bill To: Rancho Santiago Community College District
ATTN: Accounts Payable
2323 N Broadway
Santa Ana, CA 92706-1640
USA

Ship To Name: Santa Ana College, Business Applications Department
Ship To: Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
USA

Prepared For

Marisol Sanchez-Moreno sanchez_marisol@sac.edu

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Row 1: 1107341, IT Specialist Site License + Practice Test Site License, 1.00, \$6,084.00, \$6,084.00

** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.

Shipping and Handling: \$0.00
Grand Total: \$6,084.00
Grand Total does not include applicable taxes which may be charged.

License term of 03/01/2022 to 03/01/2023. IT Specialist licenses include practice tests for up to 500 students and a maximum of 500 certification exam attempts.

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- 4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.
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- 8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.
- 9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**
- 10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.
- 11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.
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- 14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials



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furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

To:	Board of Trustees	Date: September 27, 2021
Re:	Approval of Purchase of Explorer 2.0 Trailer by Beaverfit for RSCCD on behalf of Santa Ana College	
Action:	Request for Approval	

BACKGROUND

Santa Ana College (“SAC”) Fire Technology program is modifying physical training to remote training sites that may lack appropriate strength training equipment and safety areas. This entails more strength training equipment, a portable training platform, and increased strength training resources for students. To expand student workforce skills, mitigate student injury, and increase student success, a mobile training platform from the sole source vendor is requested.

ANALYSIS

The Explorer 2.0 Trailer by Beaverfit is the industry standard equipment for portable strength training and the only company that makes this product to the required specifications (durability, Federal and Department of Defense quality levels, warranties, customer service, company longevity, industry reputation, history, etc.). The mobile platform will allow for safer strength training, storage of equipment, increased evaluation of field-based testing for those interested in Fire Technology and a portable platform for marketing during in-person events with high schools and other outreach efforts. This is the only vendor who meets the specifications required. The purchase amount of \$57,988.88 will be made using Strong Workforce Program (SWP) funds.

RECOMMENDATION

It is recommended the Board of Trustees approve of Purchase of Explorer 2.0 Trailer by Beaverfit, located in Reno, Nevada, for RSCCD on behalf of Santa Ana College, as presented.

Fiscal Impact:	\$57,988.88 (Grant funded)	Board Date: September 27, 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	

4/12/2021

To Whom It May Concern:

BeaverFit and is pleased to offer the exact product as described in the request for an Explorer Trailer. BeaverFit has bid the exact solution per the request.

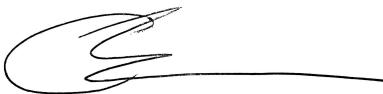
BeaverFit has invented, designed and manufactured unique training solutions specifically for the US Military and First Responders. These proprietary designs, coupled with BeaverFit's intellectual property, result in BeaverFit being the sole source of these training solutions.

BeaverFit North America LLC is a veteran-owned small business founded by two American combat veterans of Operation Iraqi Freedom and a former member of the British Special Air Services (Reserves). The company is a Nevada based Limited Liability Corporation and has an active contractor registration in the System for Award Management (SAM.gov).

For over 9 years, BeaverFit has designed, manufactured and offered our original and unique Training Rigs and BeaverFit Training Lockers to the US Military and to the United Kingdom Ministry of Defence. No other product is able to provide the critical salient characteristics that make the BeaverFit equipment unique. The BeaverFit Training Lockers are 5', 8', 10' and 20' military-grade shipping containers, modified and converted to become the ultimate multi-modality functional training stations. BeaverFit is the only company that has successfully manufactured and delivered hundreds of Training Lockers to military customers in the U.S. and worldwide. To date, our products have been delivered to 300+ locations in over 10 countries around the world. They are the world's first and best portable fitness centers.

For further information on BeaverFit functional training equipment and how it can positively impact your facility, unit or command, please call (775) 350-4505, email info@beaverfitUSA.com or visit www.beaverfitUSA.com.

Very Respectfully,



Alex Roodhouse
Co-Owner
BeaverFit North America, LLC



Mike Taylor
Co-Owner
BeaverFit North America,

Statement of Work and Technical Acceptability

Based off the solicitation, BeaverFit is bidding on the exact requirement to include the below items:

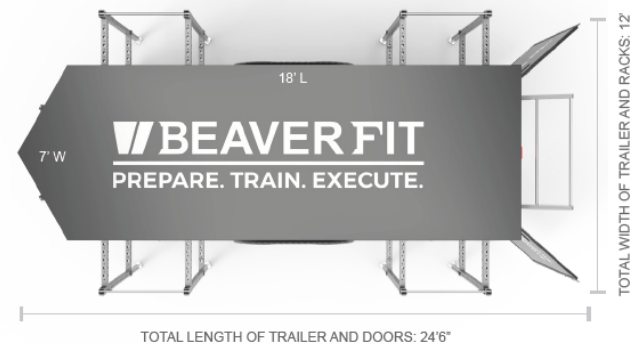
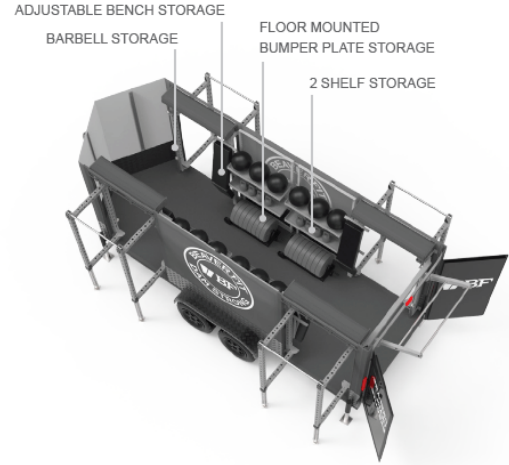
EXPLORER 7 x 18

COMPONENTS AND EQUIPMENT

Available in a light package (trailer, rigs, attachments and integrated storage), or heavy package (all items in the light package, plus equipment). Upgrade and custom equipment packages are available upon request.

INTEGRATED STORAGE	QUANTITY
BARBELL STORAGE	8
ADJUSTABLE BENCH STORAGE	4
BUMPER PLATE STORAGE	4
EQUIPMENT SHELVES	8
ATTACHMENTS	QUANTITY
J-CUPS	3
DIP BARS	2
WALL BALL TARGET	1
LANDMINE	2
EQUIPMENT FOR HEAVY PACKAGE	QUANTITY
STRENGTH	
MEDICINE BALL 10 LB 9"	2
MEDICINE BALL 14 LB 14"	1
MEDICINE BALL 20 LB 14"	2
KETTLEBELL 12 KG	2
KETTLEBELL 18KG	4
KETTLEBELL 24 KG	2
OLYMPIC BARS 20KG	4
10 LB BUMPER PLATES (PAIR)	4
15 LB BUMPER PLATES (PAIR)	4
25 LB BUMPER PLATES (PAIR)	4
45 LB BUMPER PLATES (PAIR)	4
SAND BAGS	4
BENCHES, ADJUSTABLE	2
BAR COLLARS	4
CHALK BAGS	2
SPEED AND AGILITY	
AGILITY DISC CONE SET (20 EA)	1
JUMP ROPES	4
DRAG SLED	2
BODYWEIGHT AND CONDITIONING	
SUSPENSION STRAP TRAINER	4
BATTLE ROPE (1.5"X30")	2
RECOVERY AND MOBILITY	
MOBILITY BANDS - LIGHT	4
MOBILITY BANDS - HEAVY	4
LACROSSE BALL	4
FOAM ROLLER/STICK	4

INTEGRATED STORAGE



TRAILER HEIGHT: 9' H



Though not specifically called out, BeaverFit would like to bring attention to key salient features of our product.

- **Hot--Dip Galvanized**
 - Hot--dip galvanized to American Standard ASTM A 123/A 123M. By hot-dip galvanizing our steel components, we weatherproof the inside and the outside of these components. Most “outdoor ready” steel components are only weather-proofed externally, which leads to rusting and wear on the inside of hollow components (steel legs, squat racks, support bars, etc.). This extra weather-proofing step protects BeaverFit equipment in any weather condition, and adds significant life to our products.
- **Powder--Coated**
 - Treated and powder coated via American standard ASTM D7803.
- **Warranty**
 - The BeaverFit Beyond Trailer comes with a 10-year warranty on the external functional training rigging and a minimum of two-year warranty on the accessories at no extra cost.
- **Customized Internal Storage**
 - The inside of the FTL solutions have custom--fabricated storage racks for the external functional training rig and included multi--modality fitness equipment.
- **Thick Steel**
 - Steel thickness of at least 3” x 3”, 7 gauge, with a minimum grade of S235 or A283C. This thickness is unique in application and leads to significantly improved stability of the functional training rig, providing the safest solution for military personnel.



BeaverFit North America
120 Woodland Ave, Suite D
Reno NV 89523
United States

QUOTE NO.	QUO40604	DUNS:	079297018
DATE	07/23/2021	TIN:	464883070
EXPIRATION DATE	09/30/2021	CAGE CODE:	72PF6
PREPARED BY	Taylor Pierce	PAYMENT CONTACT:	orders@beaverfitusa.com / (775)624-6307
SALES REP	Taylor Pierce taylor@beaverfitusa.com (518) 269-2138	CONTRACT VEHICLE:	

BILL TO	SHIP TO
	FIRE SCIENCE 1530 W.17th Street Santa Ana CA 92706 United States

COMMENTS OR SPECIAL INSTRUCTIONS:
Pricing includes: Shipping/Handling, Delivery/Offload Services, and Professional Installation when applicable. Country of Origin: USA (Made in Nevada). TAA Compliant. Berry Amendment Compliant/Not Applicable (Exception M).

RFQ#	SHIPPING METHOD	LEAD TIME (DAYS ARO)	SHIPPING TERMS	PAYMENT TERMS
	Freight (OLD)	180	FOB DESTINATION	NET 30

QUANTITY	SKU / PART #	DESCRIPTION	UNIT PRICE	AMOUNT
1	BT-EX2-L	Explorer 2.0 Trailer Light	\$52,400.00	\$52,400.00
1	FTR-ATT-GRAP	Grappler/Land Mine	\$250.00	\$250.00
1	Shipping	Shipping	\$1,258.50	\$1,258.50

ADDITIONAL COMMENTS:
Needs to be ordered by 9/30/2021 in order to deliver by 12/31/2021.

SUBTOTAL	\$53,908.50
SHIPPING COST	Included
DISCOUNT	
TAX TOTAL (%)	\$4,080.38
TOTAL	\$57,988.88

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To:	Board of Trustees	Date:	September 27, 2021
Re:	Approval of Proposed Revisions for the 2022 – 2023 Santa Ana College Catalog and/or 2021-2022 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 2021. 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 2022 – 2023 Santa Ana College Catalog and/or 2021-2022 Catalog Addendum, as presented.

Fiscal Impact:	None	Board Date:	September 27, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Claire Coyne, Chair, Curriculum and Instruction Council and Kristen Robinson, Vice Chair, Curriculum and Instruction Council		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		



CURRICULUM AND INSTRUCTION COUNCIL

DATE: September 27, 2021

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

FROM: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs
Claire Coyne, Chair, Curriculum and Instruction Council and Kristen Robinson, Vice Chair,
Curriculum and Instruction Council

RE: **PROPOSED REVISIONS FOR THE 2022-2023 CATALOG AND/OR 2021-2022 CATALOG
ADDENDUM**

The following changes to the 2022-2023 college catalog and/or 2021-2022 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 Claire Coyne and Kristen Robinson, designees of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 17 faculty representatives (including the Chair and Vice 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 2022-2023 catalog and/or 2021-2022 catalog addendum are:

NEW COURSES (See Attachment #1)
Seven (7) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES (See Attachment #2)
Nine (9) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

DEACTIVATED COURSES (See Attachment #3)
Five (5) courses were deactivated because they were outdated, experimental and/or had not been offered in three (3) or more years.

DISTANCE EDUCATION OFFERINGS

(See Attachment #4)

Eleven (11) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with portions of the instruction which the instructor and student are separated by distance and maintain regular effective contact through the assistance of communication technology in lieu of face-to-face interaction.

NEW COURSES

Credit

1. Automotive Technology 116A, Electrical Fundamentals Lecture
2. Automotive Technology 116B, Electrical Fundamentals Lab
3. Automotive Technology 118A, Engine Performance Lecture
4. Automotive Technology 118B, Engine Performance Lab
5. Fashion Design and Merchandising 081L, Fabric Printing Lab
6. Occupational Therapy Assistant 120, Level I Fieldwork Part A
7. Occupational Therapy Assistant 130, Level I Fieldwork Part B

Non-Credit

None

REVISED COURSES

Credit

1. Criminal Justice 107, Principles and Procedures in the Criminal Justice System
2. Criminal Justice Academies 010B, Supervision and Leadership
3. Digital Media 165, 3D Character Animation
4. Fashion Design and Merchandising 105AL, Beginning Sewing Laboratory
5. Fashion Design and Merchandising 107, Custom Tailoring
6. Fashion Design and Merchandising 111AL, Computer Fashion Laboratory
7. Fashion Design and Merchandising 214, Tech-Packs for Manufactured Apparel
8. Fashion Design and Merchandising 216, Computerized Garment Pattern Drafting
9. Paralegal 107, Principles and Procedures in the Criminal Justice System

Non-Credit

None

DEACTIVATED COURSES

Credit

1. Fire Officer Training 032, ICS-300 Intermediate ICS
2. Fire Officer Training 144, Fire Investigation 2A: Criminal and Legal Procedures
3. Fire Officer Training 145, Fire Investigation 2B: Field Case Studies
4. Welding 139A, Inert Gas Welding Level I

Non-Credit

None

DEACTIVATED EXPERIMENTAL COURSES

Credit

1. Welding 198, Welding 198 Topics

Non-Credit

None

DISTANCE EDUCATION OFFERINGS

Credit

1. Automotive Technology 116A, Electrical Fundamentals Lecture
2. Automotive Technology 118A, Engine Performance Lecture
3. Criminal Justice 107, Principles and Procedures in the Criminal Justice System
4. Criminal Justice Academies 010B, Supervision and Leadership
5. Digital Media 165, 3D Character Animation
6. Fashion Design and Merchandising 107, Custom Tailoring
7. Fashion Design and Merchandising 214, Tech-Packs for Manufactured Apparel
8. Fashion Design and Merchandising 216, Computerized Garment Pattern Drafting
9. Paralegal 107, Principles and Procedures in the Criminal Justice System
10. Occupational Therapy Assistant 120, Level I Fieldwork Part A
11. Occupational Therapy Assistant 130, Level I Fieldwork Part B

Non-Credit

None

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

To:	Board of Trustees	Date:	September 27, 2021
Re:	Ratify the Agreement Addendum 2 between RSSCD on behalf of Santa Ana College and Point and Click Solutions, Inc. for the SAC Student Health and Wellness Center		
Action:	Request for Ratification		

BACKGROUND

The Rancho Santiago Community College District Board of Trustees approved an Agreement with Point and Click Solutions, Inc. on December 7, 2015 (“[Agreement](#)”) and further amended the original Agreement to extend the services through December 31, 2021. Point and Click provides electronic medical record software and hosting services utilized at both colleges’ Student Health and Wellness Centers.

ANALYSIS

Santa Ana College (“SAC”) is requesting Board ratification of Agreement Addendum 2 between RSSCD on behalf of Santa Ana College and Point and Click Solutions, Inc. (“Addendum 2”) for the SAC Student Health and Wellness Center to extend the services currently provided by Point and Click Solutions, Inc. to include software to allow students to upload their vaccination status information for college verification purposes when required. This Addendum 2 was executed by Vice Chancellor Iris I. Ingram on September 17, 2021. This immunization bundle includes: medical clearance, COVID clearance built-in, immunization upload, entry and summary. The additional services included on this Addendum 2 will be effective through December 31, 2021. The total cost of the Addendum 2 is \$42,500 which will be funded by HEERF II funds.

RECOMMENDATION

It is recommended that the Board of Trustees ratify the Agreement Addendum 2 between RSSCD on behalf of Santa Ana College and Point and Click Solutions, Inc. for the SAC Student Health and Wellness Center, as presented.

Fiscal Impact:	\$42,500 (HEERF II Funds)	Board Date:	September 27, 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, RSSCD		



Agreement Addendum 2

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

Immunization Bundle

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

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

\$5k setup fee

\$5k annual subscription

COVID-19 Vaccine Verification Services

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

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

Kristen Liddell

Signature
PointandClickSolutions

Kristen Liddell

Name

Business Manager

Title

09/19/2021

Date

Iris Ingram

Signature
Client

Iris I. Ingram

Name

Vice Chancellor of Business Services

Title

9/17/21

Date

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

To: Board of Trustees	Date: September 27, 2021
Re: Ratification of Agreement Addendum 1 between RSCCD on behalf of Santiago Canyon College and Point and Click Solutions, Inc. for SCC	
Action: Request for Ratification	

BACKGROUND

The Rancho Santiago Community College District (“RSCCD”) Board of Trustees (“Board”) approved an agreement with Point and Click Solutions, Inc. on December 7, 2015 ([original agreement](#)) and further amended the original agreement to extend the services through December 31, 2021. Point and Click provides electronic medical record software and hosting services utilized at the college Student Health and Wellness Center.

ANALYSIS

SCC is requesting the Board approval of Addendum 1 to extend the services currently provided by Point and Click Solutions, Inc. to including software to allow students to upload their vaccination status information for college verification purposes when required. This immunization bundle includes: medical clearance, COVID clearance built-in, immunization upload, entry and summary. The additional services included on the Addendum will be effective through December 31, 2021. The total cost of the Addendum is \$27,500 which will be funded by HEERF II funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Agreement Addendum 1 between RSCCD on behalf of Santiago Canyon College and Point and Click Solutions, Inc. for SCC, as presented.

Fiscal Impact:	\$27,500 – HEERF II Funds	Board Date:	September 27, 2021
Prepared and Submitted by:	Arleen Satele, Vice President Administrative Services Jose Vargas, Interim Vice President Student Services		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		



Agreement Addendum 1

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

This addendum is to add the following features:

Immunization Bundle

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

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

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

COVID-19 Vaccine Verification Services

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

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

_____ Signature Point and Click Solutions	_____ Name	_____ Title	_____ Date
 _____ Signature Client	Iris I. Ingram Name	Vice Chancellor Business Services Title	9/17/21 _____ Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs

To:	Board of Trustees	Date: September 27, 2021
Re:	Approval of Five-Year Clinical Affiliation Agreement Renewal between RSCCD on behalf of Santiago Canyon College and California State University Fullerton (CSUF)	
Action:	Request for Approval	

BACKGROUND

CSUF students in Master's Athletic Training Programs are required to gain practical field experience and to apply the knowledge and skills learned in college classes. This experience is gained working in Athletic Training Facilities as well as attending athletic practices and events. The proposed clinical affiliation agreement with CSUF will yield appropriate clinical rotation activities for the program. This has been an ongoing partnership for several years.

ANALYSIS

The clinical affiliation site agreement covers the scope of program operations of the facility, as well as insurance and other issues relating to liability for both parties. The agreement has been reviewed and approved by RSCCD Risk Management and the contract specialist. The agreement carries no costs or other financial arrangements and is effective September 27, 2021 through September 27, 2026 unless otherwise terminated by either party.

RECOMMENDATION

It is recommended that the Board of Trustees approve the five-year clinical affiliation agreement renewal between RSCCD on behalf of Santiago Canyon College and California State University Fullerton.

Fiscal Impact:	None	Board Date: September 27, 2021
Prepared by:	Martin Stringer, Interim Vice President of Academic Affairs Denise Bailey Ph.D., Interim Dean of Math and Sciences	
Submitted by:	Pamela Ralston, Ph.D. President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Ph.D. Chancellor, RSCCD	

CALIFORNIA STATE UNIVERSITY, FULLERTON

AFFILIATED CLINICAL SITE AGREEMENT

Athletic Training Program

This Agreement is entered into by and between the State of California acting through the Trustees of the California State University on behalf of **CALIFORNIA STATE UNIVERSITY, FULLERTON**, hereinafter called the (“University”) and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter called the (“Affiliate”). The parties may be referred to collectively as the “Parties” and singularly as a “Party”.

WHEREAS, the University has approved the Clinical Proficiencies in Athletic Training courses in Kinesiology (566, 585, 587, 589, 591 & 593), and such courses for Athletic Training Program (“ATP”) students (“Student”) require clinical experience(s) under the direct supervision of a Board of Certification – Certified Athletic Trainer or related licensed Healthcare professional in an athletic training or similar health care facility; and

WHEREAS, the Affiliated Clinical Site has adequate equipment and furnishings for clinical experience(s) for Student(s); and

WHEREAS, it is to the benefit of the University and its Student(s) to be permitted to use the facilities and equipment at the Affiliated Clinical Site for their clinical experience(s); and

WHEREAS, it is to the benefit of the Affiliated Clinical Site to contribute to the education and training of future Certified Athletic Trainers.

NOW THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefit to be derived by the parties therefore, the parties hereto agree as follows;

I. THE UNIVERSITY WILL ADVISE THE STUDENT(S) OF THEIR RESPONSIBILITY TO:

1. Perform within the administrative framework of the Affiliated Clinical Site.
2. Seek direct and indirect supervision from the Affiliated Clinical Site and the Preceptor.
3. Meet clinical/course objectives.
4. Assume responsibility for any personal medical costs incurred during the clinical placement.
5. Inform Affiliated Clinical Site immediately if unable to meet commitments due to illness or other reasons.
6. Schedule clinical time with Affiliated Clinical Site in compliance with required hours per week over the course of the semester.
7. Schedule regular appointments with the ATP Clinical Coordinator for individual supervision.
8. Conduct self-evaluation according to the clinical objectives and Agreement.
9. Maintain communication with the Preceptor regarding care for clients served.
10. Complete a background check as required by the Affiliated Clinical site with the results being sent directly to the designated individual for the specific Affiliated Clinical Site.
11. Comply with Affiliated Clinical Site requirements for immunizations and tests, including but not limited to rubella, MMR, hepatitis B, tuberculin skin test and chest x-ray, if determined appropriate by Affiliated Clinical Site. Student also agrees to follow Affiliated Clinical Site’s policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

II. UNIVERSITY’S RESPONSIBILITIES:

1. Recommend Student(s) for clinical experience(s) at the Affiliated Clinical Site.
2. Be responsible for all academic records for Student(s).

3. Agree the Student(s) shall be subject to clinical requirements and restrictions specified jointly by representatives of the University and the Affiliated Clinical Site.
4. Permit no more than four (4) Students to be assigned to the supervision of any one Preceptor at the Affiliated Clinical Site.
5. Agree, following written recommendation by the Preceptor and mutual agreement between the Affiliated Clinical Site and the University, to withdraw any Student(s) who fails to observe the regulations of the Affiliated Clinical Site
6. Provide each Preceptor with appropriate materials that will be used as guidelines in the implementation of each Student(s) clinical experience at the Facility.
7. Inform each Student that prior to commencement of internship, if determined appropriate by Affiliated Clinical Site, that a clear background check must be obtained at Student's sole cost and expense.
8. Ensure that each Student complies with Affiliated Clinical Site requirements for immunizations and tests, including but not limited to rubella, MMR, hepatitis B, tuberculin skin test and chest x-ray, if determined appropriate by Affiliated Clinical Site, and follows Affiliated Clinical Site policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

III. AFFILIATED CLINICAL SITE'S RESPONSIBILITIES:

1. Understand the purpose of the clinical experience is primarily a student-focused learning experience. As such, provide clinical education in athletic training and allow designated Student (s) to use the appropriate facilities and equipment for learning clinical skills of athletic training. The practical experience(s) for any Student(s) shall cover such periods of time as may be specified by the University and mutually agreed upon by both parties concerned.
2. Provide healthcare facilities and equipment in such a manner that there will not be a conflict with learning opportunities among Student(s), and permit the designated University official and Student(s) access to these facilities according to mutually arranged scheduling.
3. Permit the members of the Affiliated Clinical Site staff to attend meetings of the ATP and any committee thereof to plan, implement, and coordinate the clinical experience program in the general operation of the ATP when the University requests such attendance.
4. Insure that the Preceptor (direct supervisor of the fieldwork experience in the healthcare facility) meets or exceeds the supervisory qualifications of the Board of Certification (BOC) and the Commission on Accreditation of Athletic Training Education (CAATE). Each Preceptor will:
 - a. Be a current BOC Certified Athletic Trainer or appropriated licensed healthcare professional in good standing.
 - b. Demonstrate a strong academic orientation in healthcare, including athletic training.
 - c. Meet with the ATP Director and Clinical Coordinator a minimum of once each year.
 - d. Demonstrate a sincere interest in the education of the Students.
 - e. Know, understand, and agree to follow University – ATP guidelines.
 - f. Abide by the NATA Code of Ethics and the BOC Standards of Practice at all times.
 - g. Provide educational feedback using the ATP Student evaluation.
5. Agree each Preceptor will not supervise more than four (4) Students during any period.
6. Inform the University, if a clear Student background check must be obtained prior to commencement of internship.

IV. TERM

The term of this Agreement shall be effective from September 13, 2021 and shall continue for five (5) years from this date forward. Provided, however, that this Agreement may be terminated by either party by thirty (30) days written notice. However, any such termination by the Affiliated Clinical Site will not be effective against the Student if the Student at the date of mailing of said notice by the Affiliated Clinical Site was participating in the ATP until such Student has completed the ATP as mutually agreed upon.

V. GENERAL PROVISIONS

A. Indemnification

1. The University agrees to defend all claims of loss, indemnify and hold harmless the Affiliated Clinical Site and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.
2. The Affiliated Clinical Site agrees to defend all claims of loss, indemnify and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their officers, agents, volunteers, students and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the Affiliated Clinical Site or its employees, agents or volunteers in the performance of this Agreement.

B. Insurance

1. University Insurance: The State of California has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administer the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should and claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

2. Student Insurance. The California State University Risk Management Authority maintains a Student Professional Liability Insurance Program (SPLIP).

Coverage is provided on a "claims-made" basis for claims which are both made against the Insured during the Policy Period and reported to the Carrier as soon as practicable, but not later than three (3) years after the Policy Period for claims arising from Professional Services which are rendered or Incidents which occurred during the Policy Period.

Insureds include CSU students enrolled in required credited coursework in addition to employees, faculty and staff of the CSU. Affiliate institutions to whom the University is obligated by written agreement to provide such coverage are included as additional insureds.

Coverage includes General, Professional, & Educator's Errors and Omissions Liability. Coverage limits are one million (\$1,000,000) each loss and three million (\$3,000,000) aggregate for all Covered Parties, and not per student.

3. Affiliated Clinical Site Insurance. Affiliated Clinical Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general

liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A VII or better by AM Best or a qualified program of self-insurance. Affiliated Clinical Site shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Affiliated Clinical Site shall provide University with evidence of the insurance coverage required by this paragraph. Affiliated Clinical Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

C. Independent Status

The parties, in the performance of this Agreement, will act in an independent capacity and not as officers employees or agents of the other. While each party may (or may not) be required under the terms of this Agreement to carry Workers' Compensation Insurance, the parties are not entitled to unemployment or Workers' Compensation benefits from the other.

D. Liability

The University does not accept liability for students participating in any off-campus experience-based learning activity. There is no provision in State or CSU policy for contractually accepting responsibility for students

E. Status of Student

The Student is not an officer, employee, agent or volunteer of the University.

F. Potential Risk

University will advise Student(s) of any potential personal, health, or safety risks that may be inherent in an off-campus experience-based learning activity.

G. Amendment

No amendments or modifications to this Agreement are valid unless made in writing and signed by authorized representatives of the University and the Affiliated Clinical Site.

H. Governing Law

This Agreement will be construed in accordance with, and its performance governed by, the laws of the State of California.

I. Assignment

Without written consent of the University, the Affiliated Clinical Site may not assign this Agreement.

J. Endorsement

Nothing contained in this Agreement may be construed as conferring on any party any right to use the other party's name(s) as an endorsement of a product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Moreover, nothing in this Agreement may be construed as an endorsement of any commercial product or service by the University, its officers or employees.

K. Survival

Upon termination of this Agreement for any reason, the terms, provisions, representations and warranties contained in this agreement survive expiration or earlier termination of this agreement.

L. Severability

The parties agree that if any provision of this Agreement is held to be unconscionable or invalid under any applicable statute or rule of law, that provision will be omitted from this Agreement. However, the balance of the Agreement will remain in full force and effect.

M. Fair Labor Standards Act and Displacement of Organization Employees

Student may not perform services that would displace or replace regular employees of the Affiliated Clinical Site.

N. Nondiscrimination

During the performance of this Agreement, the parties and their subcontractors may not deny the benefits of this Agreement to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. The parties will insure that the evaluation and treatment of patients are free of such discrimination.

O. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party that is not embodied herein, and no party is bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

P. Notices

Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

UNIVERSITY:

California State University, Fullerton
Contracts and Procurement
2600 E. Nutwood Avenue, Suite 300
Fullerton, CA 92831

AFFILIATED CLINICAL SITE

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

Q. Acceptance

The signatures below constitute full and final acceptance of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, this day and year.

**CALIFORNIA STATE UNIVERSITY,
FULLERTON**

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name and Title

Iris I. Ingram, Vice Chancellor of Business Services

Printed Name and Title

Date

Date

Rancho Santiago Comm Coll District
 Bank Code: 92 District Funds

Board Meeting of 09/27/21
 Check Registers Submitted for Approval
 Checks Written for Period 08/28/21 Thru 09/13/21

AP0020
 Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
00001	General Fund Unrestricted	7.49	0.00	7.49	92*E00001	92*E00001
68819	General Fund Unrestricted	0.00	609.00	-609.00	92*0547098	92*0547098
69022	General Fund Unrestricted	0.00	3,500.00	-3,500.00	92*0551501	92*0551501
69054	General Fund Unrestricted	0.00	40.35	-40.35	92*0552135	92*0552135
69071	General Fund Unrestricted	1,156,128.92	0.00	1,156,128.92	92*0552298	92*0552428
69077	General Fund Unrestricted	2,790,016.31	0.00	2,790,016.31	92*0552448	92*0552561
69082	General Fund Unrestricted	6,051.65	0.00	6,051.65	92*0552575	92*0552592
Total Fund 11 General Fund Unrestricted		\$3,952,204.37	\$4,149.35	\$3,948,055.02		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69010	General Fund Restricted	0.00	4,557.00	-4,557.00	92*0551388	92*0551388
69071	General Fund Restricted	2,320,922.45	0.00	2,320,922.45	92*0552296	92*0552429
69077	General Fund Restricted	3,718,932.50	0.00	3,718,932.50	92*0552451	92*0552555
Total Fund 12 General Fund Restricted		<u><u>\$6,039,854.95</u></u>	<u><u>\$4,557.00</u></u>	<u><u>\$6,035,297.95</u></u>		

Checks Written for Period 08/28/21 Thru 09/13/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69071	GF Unrestricted One-Time Func	29,680.39	0.00	29,680.39	92*0552297	92*0552426
69077	GF Unrestricted One-Time Func	12,411.32	0.00	12,411.32	92*0552449	92*0552553
Total Fund 13 GF Unrestricted One-Time		\$42,091.71	\$0.00	\$42,091.71		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69072	Child Development Fund	32,382.00	0.00	32,382.00	92*0552430	92*0552437
69078	Child Development Fund	3,146.85	0.00	3,146.85	92*0552562	92*0552569
Total Fund 33 Child Development Fund		<u><u>\$35,528.85</u></u>	<u><u>\$0.00</u></u>	<u><u>\$35,528.85</u></u>		

Checks Written for Period 08/28/21 Thru 09/13/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69073	Capital Outlay Projects Fund	5,760.00	0.00	5,760.00	92*0552438	92*0552438
69079	Capital Outlay Projects Fund	57,372.98	0.00	57,372.98	92*0552570	92*0552571
Total Fund 41 Capital Outlay Projects Fun		<u>\$63,132.98</u>	<u>\$0.00</u>	<u>\$63,132.98</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69074	Bond Fund, Measure Q	683.92	0.00	683.92	92*0552439	92*0552439
69080	Bond Fund, Measure Q	38,553.80	0.00	38,553.80	92*0552572	92*0552572
Total Fund 43 Bond Fund, Measure Q		\$39,237.72	\$0.00	\$39,237.72		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69075	Property and Liability Fund	26,597.98	0.00	26,597.98	92*0552440	92*0552442
Total Fund 61 Property and Liability Fund		<u><u>\$26,597.98</u></u>	<u><u>\$0.00</u></u>	<u><u>\$26,597.98</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
69076	Workers' Compensation Fund	865.13	0.00	865.13	92*0552443	92*0552447
69081	Workers' Compensation Fund	19,860.46	0.00	19,860.46	92*0552573	92*0552574
Total Fund 62 Workers' Compensation Fu		<u><u>\$20,725.59</u></u>	<u><u>\$0.00</u></u>	<u><u>\$20,725.59</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,948,055.02
Total Fund 12 General Fund Restricted	6,035,297.95
Total Fund 13 GF Unrestricted One-Time Fund	42,091.71
Total Fund 33 Child Development Fund	35,528.85
Total Fund 41 Capital Outlay Projects Fund	63,132.98
Total Fund 43 Bond Fund, Measure Q	39,237.72
Total Fund 61 Property and Liability Fund	26,597.98
Total Fund 62 Workers' Compensation Fund	20,725.59
Grand Total:	<u><u>\$10,210,667.80</u></u>

Checks Written for Period 08/28/21 Thru 09/13/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1A2109104	SAC Diversified Agency Fund	2,222.23	0.00	2,222.23	1A*0002551	1A*0002557
Total 1A SAC Diversified Agency Fund		<u>2,222.23</u>	<u>\$0.00</u>	<u>2,222.23</u>		

Checks Written for Period 08/28/21 Thru 09/13/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1B2109104	SAC Bookstore Fund	37,677.87	0.00	37,677.87	1B*0002897	1B*0002901
1B2109211	SAC Bookstore Fund	74,187.74	0.00	74,187.74	1B*0002902	1B*0002917
Total 1B SAC Bookstore Fund		<u><u>\$111,865.61</u></u>	<u><u>\$0.00</u></u>	<u><u>\$111,865.61</u></u>		

Checks Written for Period 08/28/21 Thru 09/13/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1C2109104	SAC Community Education Fund	3,884.78	0.00	3,884.78	1C*0001346	1C*0001351
1C2109211	SAC Community Education Fund	2,539.56	0.00	2,539.56	1C*0001352	1C*0001353
Total 1C SAC Community Education Fund		<u><u>\$6,424.34</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,424.34</u></u>		

Checks Written for Period 08/28/21 Thru 09/13/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1S2109104	SAC Associated Students Fund	6,884.55	0.00	6,884.55	1S*0001857	1S*0001862
Total 1S SAC Associated Students Fund		<u>6,884.55</u>	<u>0.00</u>	<u>6,884.55</u>		

Checks Written for Period 08/28/21 Thru 09/13/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T2109104	SAC Diversified Trust Fund	12,586.96	3,662.68	8,924.28	1T*0002228	1T*0002232
Total 1T SAC Diversified Trust Fund		<u>\$12,586.96</u>	<u>\$3,662.68</u>	<u>\$8,924.28</u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	2,222.23
Total Fund 1B SAC Bookstore Fund	111,865.61
Total Fund 1C SAC Community Education Fu	6,424.34
Total Fund 1S SAC Associated Students Fun	6,884.55
Total Fund 1T SAC Diversified Trust Fund	8,924.28
Grand Total:	<u><u>\$136,321.01</u></u>

Checks Written for Period 08/28/21 Thru 09/13/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2A2108531	SCC Diversified Agency Fund	11,719.78	5,859.89	5,859.89	2A*0001955	2A*0001966
2A2109211	SCC Diversified Agency Fund	6,320.57	0.00	6,320.57	2A*0001967	2A*0001975
Total 2A SCC Diversified Agency Fund		<u><u>\$18,040.35</u></u>	<u><u>\$5,859.89</u></u>	<u><u>\$12,180.46</u></u>		

Checks Written for Period 08/28/21 Thru 09/13/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B2108531	SCC Bookstore Fund	11,784.04	0.00	11,784.04	2B*0002544	2B*0002549
2B2109104	SCC Bookstore Fund	1,955.00	0.00	1,955.00	2B*0002550	2B*0002550
2B2109211	SCC Bookstore Fund	34,855.40	0.00	34,855.40	2B*0002551	2B*0002561
2B2109313	SCC Bookstore Fund	11,562.48	0.00	11,562.48	2B*0002562	2B*0002565
Total 2B SCC Bookstore Fund		\$60,156.92	\$0.00	\$60,156.92		

Checks Written for Period 08/28/21 Thru 09/13/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2C2108531	SCC Community Education Fund	1,295.00	0.00	1,295.00	2C*0001257	2C*0001257
2C2109211	SCC Community Education Fund	25,858.80	0.00	25,858.80	2C*0001258	2C*0001261
Total 2C SCC Community Education Fund		<u>\$27,153.80</u>	<u>\$0.00</u>	<u>\$27,153.80</u>		

Checks Written for Period 08/28/21 Thru 09/13/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S2109104	SCC Associated Students Fund	500.00	0.00	500.00	2S*0001498	2S*0001498
2S2109211	SCC Associated Students Fund	229.00	0.00	229.00	2S*0001499	2S*0001500
Total 2S SCC Associated Students Fund		<u>729.00</u>	<u>0.00</u>	<u>729.00</u>		

Checks Written for Period 08/28/21 Thru 09/13/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T2108531	SCC Diversified Trust Fund	20,277.37	0.00	20,277.37	2T*0001632	2T*0001633
2T2109104	SCC Diversified Trust Fund	74.00	0.00	74.00	2T*0001634	2T*0001634
2T2109211	SCC Diversified Trust Fund	1,007.32	0.00	1,007.32	2T*0001635	2T*0001641
2T2109313	SCC Diversified Trust Fund	1,886.60	915.80	970.80	2T*0001642	2T*0001650
Total 2T SCC Diversified Trust Fund		\$23,245.29	\$915.80	\$22,329.49		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	12,180.46
Total Fund 2B SCC Bookstore Fund	60,156.92
Total Fund 2C SCC Community Education Fu	27,153.80
Total Fund 2S SCC Associated Students Fun	729.00
Total Fund 2T SCC Diversified Trust Fund	22,329.49
Grand Total:	<u><u>\$122,549.67</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 09/14/2021 To 09/14/2021
Board Meeting on 09/27/2021

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>			
1000	ACADEMIC SALARIES	4,341,440	
2000	CLASSIFIED SALARIES	5,072,834	
3000	EMPLOYEE BENEFITS	2,865,586	
5000	OTHER OPERATING EXP & SERVICES	87,965	
6000	CAPITAL OUTLAY		1,000
7900	RESERVE FOR CONTINGENCIES		12,366,825
Total Transfer Fund 11		\$12,367,825	\$12,367,825
 <u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		60,000
2000	CLASSIFIED SALARIES		57,256
3000	EMPLOYEE BENEFITS	48,882	
4000	SUPPLIES & MATERIALS		44,246
5000	OTHER OPERATING EXP & SERVICES	170,396	
6000	CAPITAL OUTLAY		57,776
Total Transfer Fund 12		\$219,278	\$219,278

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 09/14/2021 To 09/14/2021
Board Meeting on 09/27/2021

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>		
GLBUGH220001 09/14/21		
1000 ACADEMIC SALARIES	4,342,104	
2000 CLASSIFIED SALARIES	5,188,608	
3000 EMPLOYEE BENEFITS	4,721,686	
7900 RESERVE FOR CONTINGENCIES		14,252,398
Total Reference GLBUGH220001	\$14,252,398	\$14,252,398
Reason: Adjustment		
Description: SRP#1 and SRP#2 total salary and benefits general fund savings by site		
GLBUGH220002 09/14/21		
3000 EMPLOYEE BENEFITS		1,787,370
5000 OTHER OPERATING EXP & SERVICES		98,203
7900 RESERVE FOR CONTINGENCIES	1,885,573	
Total Reference GLBUGH220002	\$1,885,573	\$1,885,573
Reason: Adjustment		
Description: Fund SRP1 & SRP2 expenses		
GLBUGH220003 09/14/21		
2000 CLASSIFIED SALARIES		116,376
3000 EMPLOYEE BENEFITS		68,792
5000 OTHER OPERATING EXP & SERVICES	185,168	
Total Reference GLBUGH220003	\$185,168	\$185,168
Reason: Adjustment		
Description: Reorg #1231 Manager, People & Culture HR		
<u>Fund 12: General Fund Restricted</u>		
BCE03S476U 09/14/21		
4000 SUPPLIES & MATERIALS		5,000
5000 OTHER OPERATING EXP & SERVICES	40,000	
6000 CAPITAL OUTLAY		35,000
Total Reference BCE03S476U	\$40,000	\$40,000
Reason: Special Project Adjustment		
Description: Transfer Funds - Project 2248 (SCC)		
BCUDK4ARNC 09/14/21		
2000 CLASSIFIED SALARIES		58,206
3000 EMPLOYEE BENEFITS	58,206	
Total Reference BCUDK4ARNC	\$58,206	\$58,206
Reason: Special Project Adjustment		
Description: Fund one-half of FA Analyst position (2162 account - SAC)		
BCV5SAX0GI 09/14/21		
1000 ACADEMIC SALARIES		60,000
5000 OTHER OPERATING EXP & SERVICES	60,000	
Total Reference BCV5SAX0GI	\$60,000	\$60,000
Reason: Special Project Adjustment		
Description: Transfer Funds - Project 2248 (SCC)		

RECOMMENDATION

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

4.2 (2)

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

To:	Board of Trustees	Date: September 27, 2021
Re:	Approval of the 2020/2021 CCFS-311 Annual Budget and Financial Report, including the Gann Appropriations Limit	
Action:	Request for Approval	

BACKGROUND

In accordance with the California Code of Regulations, Title 5, Sections 58305(d), the District shall submit a copy of its Annual Budget and Financial Report (CCFS-311) to the Chancellor's Office by October 10th of each year. Furthermore, in accordance with Article XIII B to the State Constitution, limitations on expenditures are placed on State and local governments in the form of what is known as the Gann Appropriations Limit.

ANALYSIS

A copy of the CCFS-311 report has been provided for your review. The CCFS-311 report is divided into three parts: Current Expense of Education which is used to calculate the 50 Percent Law (our District is in compliance at 54.16% for 2020/2021); Combined Balance Sheet information for all District funds; and other Supplemental Data including Details of General Fund Revenue, General Fund Expenditures by Activity, the Gann Appropriations Limit (historically, our district has never met or been close to meeting the appropriations limit), Revenues, Expenditures and Fund Balance Data for all District funds, the Interfund Transfer Report, the Receipt and Expenditures of Lottery Proceeds, Details of Education Protection Account (EPA) funds, and the Pension Costs Report which estimates future STRS and PERS costs through 2025/2026.

RECOMMENDATION

It is recommended the Board of Trustees approve the 2020/2021 CCFS-311 Annual Budget and Financial Report as presented pending any audit adjustments and establish the District's 2021/2022 Gann Appropriations Limit in the amount of \$265,553,208.

Fiscal Impact:	Not applicable	Board Date: September 27, 2021
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

ANNUAL FINANCIAL AND BUDGET REPORT
(Financial Report for Fiscal Year 2020-2021)
(Budget Report for Fiscal Year 2021-2022)

District: RANCHO SANTIAGO

District Code: 870

This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.

District Chief Business Officer

Date

District Superintendent

Date

Contact:

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before October 10, 2021. Please submit the report to :

Chancellor's Office
California Community Colleges
Fiscal Services Unit
1102 Q Street, Suite 300
Sacramento, CA 95814-6511

For Actual Year: 2020-2021

Budget Year: 2021-2022

District ID: 870

Name: RANCHO SANTIAGO

	Object Code	Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
Academic Salaries		Instructional Salary Cost	Total CEE	Activities	Total
		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	
Instructional Salaries					
Contract or Regular	1100	30,094,025	30,094,025		30,094,025
Other	1300	26,698,779	26,698,779		26,698,779
Total Instructional Salaries		56,792,804	56,792,804	0	56,792,804
Non-Instructional Salaries					
Contract or Regular	1200		13,428,119	202,651	13,630,770
Other	1400		2,237,036		2,237,036
Total Non-Instructional Salaries		0	15,665,155	202,651	15,867,806
Total Academic Salaries		56,792,804	72,457,959	202,651	72,660,610
Classified Salaries					
Non-Instructional Salaries					
Regular Status	2100		27,760,563	3,121,161	30,881,724
Other	2300		1,109,111	349,234	1,458,345
Total Non-Instructional Salaries		0	28,869,674	3,470,395	32,340,069
Instructional Aides					
Regular Status	2200	497,852	497,852		497,852
Other	2400	1,533,516	1,533,516		1,533,516
Total Instructional Aides		2,031,368	2,031,368	0	2,031,368
Total Classified Salaries		2,031,368	30,901,042	3,470,395	34,371,437
Employee Benefits	3000	27,602,916	56,511,818	1,765,982	58,277,800
Supplies and Materials	4000		624,975	4,181	629,156
Other Operating Expenses	5000	5,407,045	16,737,842	469,869	17,207,711
Equipment Replacement	6420				0
Total Expenditures Prior to Exclusions		91,834,133	177,233,636	5,913,078	183,146,714

SUPPLEMENTAL DATA

S11 GENERAL FUND - UNRESTRICTED SUBFUND

For Actual Year: 2020-2021

Budget Year: 2021-2022

District ID: 870

Name: RANCHO SANTIAGO

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
		Instructional Salary Cost	Total CEE	Activities	
Exclusions		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
Activities to Exclude	TOP Code				
Instructional Staff-Retirees' Benefits and Retirement Incentives	5900	3,951,657	3,951,657		3,951,657
Student Health Services Above Amount Collected	6441				0
Student Transportation	6491				0
Noninstructional Staff-Retirees' Benefits and Retirement Incentives	6740		5,429,711		5,429,711
Objects to Exclude	Object Code				
Rents and Leases	5060		616,029	4,902	620,931
Lottery Expenditures					
Academic Salaries	1000				0
Classified Salaries	2000				0
Employee Benefits	3000				0
Supplies and Materials	4000				
Software	4100				0
Books, Magazines, & Periodicals	4200				0
Instructional Supplies & Materials	4300				0
Noninstructional, Supplies & Materials	4400				0
Total Supplies and Materials		0	0	0	0
Other Operating Expenses and Services	5000		4,985,883		4,985,883

For Actual Year: 2020-2021

Budget Year: 2021-2022

District ID: 870

Name: RANCHO SANTIAGO

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
	Object	Instructional Salary Cost	Total CEE	Activities	
	Code	AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
Capital Outlay	6000				
Library Books	6300				0
Equipment	6400				
Equipment - Additional	6410				0
Equipment - Replacement	6420				0
Total Equipment		0	0	0	0
Total Capital Outlay		0	0	0	0
Other Outgo	7000				0
Total Exclusions		3,951,657	14,983,280	4,902	14,988,182
Total for ECS 84362, 50% Law		87,882,476	162,250,356	5,908,176	168,158,532
Percent of CEE (Instructional Salary Cost / Total CEE)		54.16%	100.00%		
50% of Current Expense of Education			81,125,178		
Nonexempted (Remaining) Deficiency from second preceeding Fiscal Year					
Amount Required to be Expended for Salaries of Classroom Instructors		87,882,476	162,250,356	5,908,176	168,158,532
Reconciliation to Unrestricted General Fund Expenditures					
Total Expenditures Prior to Exclusions		91,834,133	177,233,636	5,913,078	183,146,714
Capital Expenditures	6000	187,179	472,981	1,333,594	1,806,575
Equipment Replacement (Back out)	6420		0	0	0
Total Unrestricted General Fund Expenditures		92,021,312	177,706,617	7,246,672	184,953,289

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	11	12	10
		General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
ASSETS				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111	1,718,667	3,612,997	5,331,664
In County Treasury	9112	82,046,946	92,143,110	174,190,056
Cash With Fiscal Agents	9113			0
Revolving Cash Accounts	9114	100,000		100,000
Investments (at cost)	9120	166,141	184,388	350,529
Accounts Receivable	9130	14,594,414	28,390,224	42,984,638
Due from Other Funds	9140	555,151	17,927,037	18,482,188
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210			0
Prepaid Items	9220	289,038	547,632	836,670
TOTAL ASSETS		99,470,357	142,805,388	242,275,745
LIABILITIES				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	16,179,991	12,771,805	28,951,796
Accrued Salaries and Wages Payable	9520	10,299,779	2,171,951	12,471,730
Compensated Absences Payable Current	9530			0
Due to Other Funds	9540	24,043,954	34,548,918	58,592,872
Temporary Loans	9550			0
Current Portion of Long-Term Debt	9560			0
Deferred Revenues	9570	2,576,565	88,879,377	91,455,942
TOTAL LIABILITIES		53,100,289	138,372,051	191,472,340

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	11	12	10
		General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
FUND BALANCE (NON-GASB 54)				
Fund Balance Reserved	9710			0
NonCash Assets	9711	289,039		289,039
Amounts Restricted by Law for Specific Purposes	9712	43,186		43,186
Reserve for Encumbrances Credit	9713	1,996,638		1,996,638
Reserve for Encumbrances Debit	9714			0
Reserve for Debt Services	9715			0
Assigned/Committed	9754			0
Unassigned	9790			0
Total Fund Balance		2,328,863	0	2,328,863
Fund Balance (GASB 54)	9750			
Nonspendable Fund Balance	9751			0
Restricted Fund Balance	9752	1,970,000	4,433,337	6,403,337
Committed Fund Balance	9753			0
Assigned Fund Balance	9754	28,492,167		28,492,167
Total Designated Fund Balance		30,462,167	4,433,337	34,895,504
Uncommitted Fund Balance	9790	13,579,038		13,579,038
TOTAL FUND EQUITY		46,370,068	4,433,337	50,803,405
TOTAL LIABILITIES AND FUND EQUITY		99,470,357	142,805,388	242,275,745

COMBINED BALANCE SHEET

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
ASSETS				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111			
In County Treasury	9112	32,979,294		
Cash With Fiscal Agents	9113			
Investments (at cost)	9120			
Accounts Receivable	9130			
Due from Other Funds	9140			
TOTAL ASSETS		32,979,294	0	0
LIABILITIES				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510			
Accrued Salaries and Wages Payable	9520			
Compensated Absences Payable Current	9530			
Due to Other Funds	9540			
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570			
TOTAL LIABILITIES		0	0	0

- 20 Debt Service Funds:
- 21 Bond Interest and Redemption Fund
- 22 Revenue Bond Interest and Redemption Fund
- 29 Other Debt Service Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
FUND BALANCE (NON-GASB 54)				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715	32,979,294		
Assigned/Committed	9754			
Unassigned	9790			
Total Fund Balance		32,979,294	0	0
Fund Balance (GASB 54)	9750			
Nonspendable Fund Balance	9751			
Restricted Fund Balance	9752			
Committed Fund Balance	9753			
Assigned Fund Balance	9754			
Total Designated Fund Balance		0	0	0
Uncommitted Fund Balance	9790			
TOTAL FUND EQUITY		32,979,294	0	0
TOTAL LIABILITIES AND FUND EQUITY		32,979,294	0	0

- 31 Bookstore Fund
- 32 Cafeteria Fund
- 33 Child Development Fund
- 34 Farm Operation Fund
- 35 Revenue Bond Project Fund
- 39 Other Special Revenue Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
ASSETS							
Cash, Investments, and Receivables	9100						
Cash:							
Awaiting Deposit and in Banks	9111	3,951,329		12,914			
In County Treasury	9112	21		2,446,871			
Cash With Fiscal Agents	9113						
Revolving Cash Accounts	9114	12,000					
Investments (at cost)	9120			4,924			
Accounts Receivable	9130	1,879,132		394,700			
Due from Other Funds	9140	620,736		34,083			
Inventories, Stores, and Prepaid Items	9200						
Inventories and Stores	9210	1,205,726					
Prepaid Items	9220			26,954			
TOTAL ASSETS		7,668,944	0	2,920,446	0	0	0
LIABILITIES							
Current Liabilities and Deferred Revenue	9500						
Accounts Payable	9510	794,399		78,878			
Accrued Salaries and Wages Payable	9520	73,873		299,819			
Compensated Absences Payable Current	9530						
Due to Other Funds	9540	169,643		165,651			
Temporary Loans	9550						
Current Portion of Long-Term Debt	9560						
Deferred Revenues	9570			1,001,214			
TOTAL LIABILITIES		1,037,915	0	1,545,562	0	0	0

- 31 Bookstore Fund
- 32 Cafeteria Fund
- 33 Child Development Fund
- 34 Farm Operation Fund
- 35 Revenue Bond Project Fund
- 39 Other Special Revenue Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
FUND BALANCE (NON-GASB 54)							
Fund Balance Reserved	9710	0	0	0	0	0	0
NonCash Assets	9711	0	0	0	0	0	0
Amounts Restricted by Law for Specific Purposes	9712	0	0	0	0	0	0
Reserve for Encumbrances Credit	9713	0	0	0	0	0	0
Reserve for Encumbrances Debit	9714	0	0	0	0	0	0
Reserve for Debt Services	9715	0	0	0	0	0	0
Assigned/Committed	9754	0	0	0	0	0	0
Unassigned	9790	0	0	0	0	0	0
Total Fund Balance		0	0	0	0	0	0
Fund Balance (GASB 54)	9750						
Nonspendable Fund Balance	9751	0	0	0	0	0	0
Restricted Fund Balance	9752	0	0	0	0	0	0
Committed Fund Balance	9753	0	0	0	0	0	0
Assigned Fund Balance	9754	6,631,029	0	1,374,884	0	0	0
Total Designated Fund Balance		6,631,029	0	1,374,884	0	0	0
Uncommitted Fund Balance	9790	0	0	0	0	0	0
TOTAL FUND EQUITY		6,631,029	0	1,374,884	0	0	0
TOTAL LIABILITIES AND FUND EQUITY		7,668,944	0	2,920,446	0	0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	41	42	43
		Capital Outlay Projects Fund	Revenue Bond Construction Fund	General Obligation Bond Fund
ASSETS				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111	5,384		14,207,674
In County Treasury	9112	95,659,118		
Cash With Fiscal Agents	9113			
Revolving Cash Accounts	9114			
Investments (at cost)	9120	192,498		28,591
Accounts Receivable	9130	49,167		7,822
Due from Other Funds	9140	2,502,648		
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210			
Prepaid Items	9220	775,550		
TOTAL ASSETS		99,184,365	0	14,244,087
LIABILITIES				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	2,223,143		393,185
Accrued Salaries and Wages Payable	9520			
Compensated Absences Payable Current	9530			
Due to Other Funds	9540			107,110
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570	20,388		
TOTAL LIABILITIES		2,243,531	0	500,295

COMBINED BALANCE SHEET

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	41	42	43
		Capital Outlay Projects Fund	Revenue Bond Construction Fund	General Obligation Bond Fund
FUND BALANCE (NON-GASB 54)				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715			
Assigned/Committed	9754			
Unassigned	9790			
Total Fund Balance		0	0	0
Fund Balance (GASB 54)	9750			
Nonspendable Fund Balance	9751			
Restricted Fund Balance	9752			
Committed Fund Balance	9753			
Assigned Fund Balance	9754	96,940,834		13,743,792
Total Designated Fund Balance		96,940,834	0	13,743,792
Uncommitted Fund Balance	9790			
TOTAL FUND EQUITY		96,940,834	0	13,743,792
TOTAL LIABILITIES AND FUND EQUITY		99,184,365	0	14,244,087

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
ASSETS					
Cash, Investments, and Receivables	9100				
Cash:					
Awaiting Deposit and in Banks	9111				
In County Treasury	9112				
Cash With Fiscal Agents	9113				
Revolving Cash Accounts	9114				
Investments (at cost)	9120				
Accounts Receivable	9130				
Due from Other Funds	9140				
Inventories, Stores, and Prepaid Items	9200				
Inventories and Stores	9210				
Prepaid Items	9220				
Fixed Assets	9300				
Sites	9310				
Site Improvements	9320				
Accumulated Depreciation Site Improvements	9321				
Buildings	9330				
Accumulated Depreciation Buildings	9331				
Library Books	9340				
Equipment	9350				
Accumulated Depreciation Equipment	9351				
Work in Progress	9360				
Total Fixed Assets		0	0	0	0
TOTAL ASSETS		0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
LIABILITIES					
Current Liabilities and Deferred Revenue	9500				
Accounts Payable	9510				
Accrued Salaries and Wages Payable	9520				
Compensated Absences Payable Current	9530				
Due to Other Funds	9540				
Temporary Loans	9550				
Current Portion of Long-Term Debt	9560				
Deferred Revenues	9570				
Total Current Liabilities and Deferred Revenue		0	0	0	0
Long-Term Liabilities	9600				
Bonds Payable	9610				
Revenue Bonds Payable	9620				
Certificates of Participation	9630				
Lease Purchase of Capital Lease	9640				
Compensated Absences Long Term	9650				
Post-Employment Benefits Long Term	9660				
Other Long-Term Liabilities	9670				
Total Long-Term Liabilities		0	0	0	0
TOTAL LIABILITIES	968	0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
FUND EQUITY					
Fund Balance Reserved	9710				
NonCash Assets	9711				
Amounts Restricted by Law for Specific Purposes	9712				
Reserve for Encumbrances Credit	9713				
Reserve for Encumbrances Debit	9714				
Reserve for Debt Services	9715				
Assigned/Committed	9754				
Unassigned	9790				
Total Reserved Fund Balance		0	0	0	0
Fund Balance (GASB 54)	9750				
Nonspendable Fund Balance	9751				
Restricted Fund Balance	9752				
Committed Fund Balance	9753				
Assigned Fund Balance	9754				
Total Designated Fund Balance		0	0	0	0
Uncommitted(Unrestricted) Fund Balance	9790				
Other Equity	9800				
Contributed Capital	9810				
Retained Earnings	9850				
Investment in General Fixed Assets	9890				
TOTAL FUND EQUITY		0	0	0	0
TOTAL LIABILITIES AND FUND EQUITY		0	0	0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
ASSETS			
Cash, Investments, and Receivables	9100		
Cash:			
Awaiting Deposit and in Banks	9111	9,861,723	
In County Treasury	9112		41,723,492
Cash With Fiscal Agents	9113	135,000	
Revolving Cash Accounts	9114		
Investments (at cost)	9120	19,845	246,743
Accounts Receivable	9130	4,574	20,270
Due from Other Funds	9140	213,266	568,639
Student Loans Receivable	9150		
Inventories, Stores, and Prepaid Items	9200		
Inventories and Stores	9210		
Prepaid Items	9220		
Fixed Assets	9300		
Sites	9310		
Site Improvements	9320		
Accumulated Depreciation Site Improvements	9321		
Buildings	9330		
Accumulated Depreciation Buildings	9331		
Library Books	9340		
Equipment	9350		
Accumulated Depreciation Equipment	9351		
Work in Progress	9360		
Total Fixed Assets		0	0
TOTAL ASSETS		10,234,408	42,559,144

COMBINED BALANCE SHEET

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
LIABILITIES			
Current Liabilities and Deferred Revenue	9500		
Accounts Payable	9510	44,463	497
Accrued Salaries and Wages Payable	9520	27,337	
Compensated Absences Payable Current	9530		
Due to Other Funds	9540	4,868	
Temporary Loans	9550		
Current Portion of Long-Term Debt	9560	400,000	81,598,846
Deferred Revenues	9570		
Total Current Liabilities and Deferred Revenue		476,668	81,599,343
Long-Term Liabilities	9600		
Bonds Payable	9610		
Revenue Bonds Payable	9620		
Certificates of Participation	9630		
Lease Purchase of Capital Lease	9640		
Compensated Absences Long Term	9650		
Post-Employment Benefits Long Term	9660		
Other Long-Term Liabilities	9670		
Total Long-Term Liabilities		0	0
TOTAL LIABILITIES	968	476,668	81,599,343

COMBINED BALANCE SHEET

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
FUND EQUITY			
Fund Balance Reserved	9710		
NonCash Assets	9711		
Amounts Restricted by Law for Specific Purposes	9712		(39,040,199)
Reserve for Encumbrances Credit	9713		
Reserve for Encumbrances Debit	9714		
Reserve for Debt Services	9715		
Assigned/Committed	9754		
Unassigned	9790		
Total Reserved Fund Balance		0	(39,040,199)
Fund Balance (GASB 54)	9750		
Nonspendable Fund Balance	9751		
Restricted Fund Balance	9752	9,757,740	
Committed Fund Balance	9753		
Assigned Fund Balance	9754		
Total Designated Fund Balance		9,757,740	0
Uncommitted(Unrestricted) Fund Balance	9790		
Other Equity	9800		
Contributed Capital	9810		
Retained Earnings	9850		
Investment in General Fixed Assets	9890		
TOTAL FUND EQUITY		9,757,740	(39,040,199)
TOTAL LIABILITIES AND FUND EQUITY		10,234,408	42,559,144

COMBINED BALANCE SHEET

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
ASSETS									
Cash, Investments, and Receivables	9100								
Cash:									
Awaiting Deposit and in Banks	9111	1,434,565	244,021		1,604,297				3,524,993
In County Treasury	9112				1,399,859				(3,251)
Cash With Fiscal Agents	9113								
Revolving Cash Accounts	9114	500							900
Investments (at cost)	9120				2,817				56,882,719
Accounts Receivable	9130	(95,060)	1,198		50,225				(3,488)
Due from Other Funds	9140	5,290	1,306		13,321				1,060,533
Student Loans Receivable	9150								
Inventories, Stores, and Prepaid Items	9200								
Inventories and Stores	9210								
Prepaid Items	9220								
Fixed Assets	9300								
Sites	9310								
Site Improvements	9320								
Accumulated Depreciation Site Improvements	9321								
Buildings	9330								
Accumulated Depreciation Buildings	9331								
Library Books	9340								
Equipment	9350								
Accumulated Depreciation Equipment	9351								
Work in Progress	9360								
Total Fixed Assets		0	0	0	0	0	0	0	0
TOTAL ASSETS		1,345,295	246,525	0	3,070,519	0	0	0	61,462,406

COMBINED BALANCE SHEET

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
LIABILITIES									
Current Liabilities and Deferred Revenue	9500								
Accounts Payable	9510	2,004	19,884		16,018				116,163
Accrued Salaries and Wages Payable	9520	14,911							18,598
Compensated Absences Payable Current	9530								
Due to Other Funds	9540	15,443			348,883				771,872
Temporary Loans	9550								
Current Portion of Long-Term Debt	9560								
Deferred Revenues	9570				1,728,826				67,368
Total Current Liabilities and Deferred Revenue		32,358	19,884	0	2,093,727	0	0	0	974,001
Long-Term Liabilities	9600								
Bonds Payable	9610								
Revenue Bonds Payable	9620								
Certificates of Participation	9630								
Lease Purchase of Capital Lease	9640								
Compensated Absences Long Term	9650								
Post-Employment Benefits Long Term	9660								
Other Long-Term Liabilities	9670								
Total Long-Term Liabilities		0	0	0	0	0	0	0	0
TOTAL LIABILITIES	968	32,358	19,884	0	2,093,727	0	0	0	974,001

COMBINED BALANCE SHEET

For Year Ended June 30, 2021

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
FUND EQUITY									
Fund Balance Reserved	9710								
NonCash Assets	9711								
Amounts Restricted by Law for Specific Purposes	9712								
Reserve for Encumbrances Credit	9713								
Reserve for Encumbrances Debit	9714								
Reserve for Debt Services	9715								
Assigned/Committed	9754								
Unassigned	9790								
Total Reserved Fund Balance		0	0	0	0	0	0	0	0
Fund Balance (GASB 54)	9750								
Nonspendable Fund Balance	9751								
Restricted Fund Balance	9752	1,312,937							60,488,405
Committed Fund Balance	9753								
Assigned Fund Balance	9754		226,641		976,792				
Total Designated Fund Balance		1,312,937	226,641	0	976,792	0	0	0	60,488,405
Uncommitted(Unrestricted) Fund Balance	9790								
Other Equity	9800								
Contributed Capital	9810								
Retained Earnings	9850								
Investment in General Fixed Assets	9890								
TOTAL FUND EQUITY		1,312,937	226,641	0	976,792	0	0	0	60,488,405
TOTAL LIABILITIES AND FUND EQUITY		1,345,295	246,525	0	3,070,519	0	0	0	61,462,406

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2020-2021

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
Federal Revenues	8100			
Forest Revenues	8110	8,943		8,943
Higher Education Act	8120		2,375,782	2,375,782
Workforce Investment Act	8130			0
Temporary Assistance for Needy Families (TANF)	8140		75,074	75,074
Student Financial Aid	8150		27,756	27,756
Veterans Education	8160			0
Vocational and Technical Education Act (VATEA)	8170		1,415,973	1,415,973
Other Federal Revenues	8190		16,312,196	16,312,196
Total Federal Revenues	8100	8,943	20,206,781	20,215,724
State Revenues	8600			
General Apportionments	8610			0
Apprenticeship Apportionment	8611	3,901,642		3,901,642
State General Apportionment	8612	33,897,251		33,897,251
Other General Apportionment	8613	2,234,682		2,234,682
General Categorical Programs	8620			
Child Development	8621			0
Extended Opportunity Programs and Services(EOPS)	8622		2,017,009	2,017,009
Disabled Students Programs and Services(DSPS)	8623		1,756,926	1,756,926
Temporary Assistance for Needy Families (TANF)	8624			0
California Work Opportunity and Responsibility to Kids (CalWORKs)	8625		572,410	572,410
Telecommunications and Technology Infrastructure Program (TTIP)	8626		1,075	1,075
Other General Categorical Programs	8627		100,493,953	100,493,953

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2020-2021

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
EPA Proceeds	8630	38,108,762		38,108,762
Reimbursable Categorical Programs	8650			
Instructional Improvement Grant	8651			0
Other Reimbursable Categorical Programs	8652		15,314,980	15,314,980
State Tax Subventions	8670			
Homeowners' Property Tax Relief	8671	260,951		260,951
Timber Yield Tax	8672			0
Other State Tax Subventions	8673			0
State Non-Tax Revenues	8680			
State Lottery Proceeds	8681	4,985,883	2,023,357	7,009,240
State Mandated Costs	8685	809,978		809,978
Other State Non-Tax Revenues	8686			0
Other State Revenues	8690	6,337,820	1,068,040	7,405,860
Total State Revenues	8600	90,536,969	123,247,750	213,784,719

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Details of General Fund Revenue

SUPPLEMENTAL DATA

For Actual Year: 2020-2021

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted Actual	Restricted Actual	General Fund Actual
Local Revenues	8800			
Property Taxes	8810			
Tax Allocation, Secured Roll	8811	54,438,308		54,438,308
Tax Allocation, Supplemental Roll	8812	1,102,156		1,102,156
Tax Allocation, Unsecured Roll	8813	1,599,178		1,599,178
Prior Years Taxes	8816	386,086		386,086
Education Revenues Augmentation Fund (ERAF)	8817	25,332,588		25,332,588
Redevelopment Agency Funds - Pass Through	8818	574,739		574,739
Redevelopment Agency Funds - Residual	8819	7,552,267		7,552,267
Redevelopment Agency Funds - Asset Liquidation	8819.1			0
Contributions, Gifts, Grants, and Endowments	8820			0
Contract Services	8830			
Contract Instructional Services	8831		36,795	36,795
Other Contract Services	8832		7,338	7,338
Sales and Commissions	8840			0
Rentals and Leases	8850	84,444		84,444
Interest and Investment Income	8860	1,473,202	184,388	1,657,590
Student Fees and Charges	8870			
Community Services Classes	8872			0
Dormitory	8873			0
Enrollment	8874	9,660,888		9,660,888
Enrollment Contra Revenue for Uncollectible Receivables	8874.1	(297,845)		(297,845)
Enrollment Contra Revenue for HEERF Lost Revenue	8874.3			0
Enrollment Contra Revenue for AB19 College Promise Waivers	8874.5			0
Enrollment Contra Revenue for COVID Refunds (Fall 2020 only)	8874.7	-717,421		-717,421
Field Trips and Use of Nondistrict Facilities	8875			0
Health Services	8876		1,035,808	1,035,808
Instructional Materials Fees and Sales of Materials	8877		153,390	153,390
Insurance	8878			0
Student Records	8879	150		150
Nonresident Tuition	8880	2,600,988		2,600,988
Parking Services and Public Transportation	8881		43,714	43,714
Other Student Fees and Charges	8885	3,337,269		3,337,269
Other Local Revenues	8890		501,970	501,970
Total Local Revenues	8800	107,126,997	1,963,403	109,090,400
Total Revenues		197,672,909	145,417,934	343,090,843

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2020-2021

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
Other Financing Sources	8900			
Proceeds of General Fixed Assets	8910	32,615		32,615
Proceeds of Long-Term Debt	8940			0
Incoming Transfers -- (8970/8981/8982/8983)	898#	1,822,179	798,264	2,620,443
Total Other Financing Sources	8900	1,854,794	798,264	2,653,058
Total Revenues and Other Financing Sources		199,527,703	146,216,198	345,743,901

For Actual Year: 2020-2021

Budget Year: 2021-2022

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Agriculture and Natual Resources	0100						0
Architecture and Environmental Design	0200						0
Environmental Sciences and Technologies	0300						0
Biological Sciences	0400	4,345,180		137,668	24,005		4,506,853
Business and Management	0500	4,355,886		122,289	72,690		4,550,865
Communications	0600	834,918		42,746	3,847		881,511
Computer and Information Science	0700	1,423,953		29,567	67,100		1,520,620
Education	0800	4,235,659	234,711	257,159	15,445		4,742,974
Engineering and Related Industrial Technology	0900	2,029,491		3,876,356	788,659		6,694,506
Fine and Applied Arts	1000	4,291,567		212,041	36,651		4,540,259
Foreign language	1100	1,479,621		1,139	2,291		1,483,051
Health	1200	4,829,252		164,856	150,954		5,145,062
Consumer Education And Home Economics	1300	2,732,108		71,262	58,895		2,862,265
Law	1400	706,194		8,934			715,128
Humanities(Letters)	1500	10,467,168	3,175	40,650			10,510,993
Library Science	1600	41,382					41,382
Mathematics	1700	7,149,011		1,990			7,151,001
Military Studies	1800						0
Physical Sciences	1900	5,310,454	23,571	226,582			5,560,607
Psychology	2000	1,952,337		15,095			1,967,432
Public Affairs and Services	2100	4,645,484	11,876	2,171,017	100,107		6,928,484
Social Sciences	2200	5,825,462		7,750	1,398		5,834,610
Commercial Services	3000			136,167			136,167
Interdisciplinary Studies	4900	17,664,510	23,597	1,112,756	492,521		19,293,384
Instruc Staff-Retirees' Bnfts & Retire Incents	5900	3,951,657					3,951,657
Sub-Total Instructional Activites		88,271,294	296,930	8,636,024	1,814,563		99,018,811
Total Expenditures for GF Activities*		88,353,520	113,333,110	113,388,912	5,296,454	15,980,851	336,352,847

*Total Expenditures for GF Activities above is the grand total of Instructional and Non-Instructional activities.

For Actual Year: 2020-2021

Budget Year: 2021-2022

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Instructional Administration and Governance	6000						
Academic Administration	6010		15,666,220	692,212	192,950		16,551,382
Course and Curriculum Development	6020		383,998	70,300			454,298
Academic / Faculty Senate	6030		650,047				650,047
Other Instructional Administration & Governance	6090		65,318	87,213			152,531
Total Instructional Admin. & Governance		0	16,765,583	849,725	192,950	0	17,808,258
Instructional Support Services	6100						
Learning Center	6110	82,226	373,266	1,554			457,046
Library	6120		2,913,636	1,525	175,887		3,091,048
Media	6130		741,001	1,880	6,643		749,524
Museums and Galleries	6140						0
Academic Information Systems and Technology	6150						0
Other Instructional Support Services	6190		6,752,637	1,193,228	323,648		8,269,513
Total Instructional Support Services		82,226	10,780,540	1,198,187	506,178	0	12,567,131
Admissions and Records	6200		5,255,641	7,180			5,262,821
Student Counseling and Guidance	6300						
Counseling and Guidance	6310		11,550,423	22,283	26,874		11,599,580
Matriculation and Student Assessment	6320		1,116,854	46,700			1,163,554
Transfer Programs	6330		1,247,310	18,919			1,266,229
Career Guidance	6340		376,751	17,642			394,393
Other Student Counseling and Guidance	6390		2,660	1,586			4,246
Total Student Counseling and Guidance		0	14,293,998	107,130	26,874	0	14,428,002

For Actual Year: 2020-2021

Budget Year: 2021-2022

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Other Student Services	6400						
Cal Work Opportunity and Responsibility to Kids *	6410						0
Disabled Student Programs and Services (DSPS)	6420		1,583,821	6,758	2,780		1,593,359
Extended Opportunity Programs and Services (EOPS)	6430		2,195,606	65,206	8,617		2,269,429
Health Services	6440		1,165,140	40,374	1,292		1,206,806
Student Personnel Administration	6450		415,703				415,703
Financial Aid Administration	6460		2,875,576	130,189	20,501		3,026,266
Job Placement Services	6470		849,290	200			849,490
Veterans Services	6480		566,770	9,290	25,948		602,008
Miscellaneous Student Services	6490		8,758,994	620,754	592,867		9,972,615
Total Other Student Services		0	18,410,900	872,771	652,005	0	19,935,676
Operation and maintenance of Plant	6500						
Building Maintenance and Repairs	6510		1,758,450	1,117,957			2,876,407
Custodial Services	6530		3,775,291	83,786	36,275		3,895,352
Grounds Maintenance and Repairs	6550		864,205	256,713	9,372		1,130,290
Utilities	6570			3,195,096			3,195,096
Other Operations and Maintenance of Plant	6590				944		944
Total Operation and Maintenance of Plant	6500	0	6,397,946	4,653,552	46,591	0	11,098,089
Planning, Policymaking and Coordinations	6600		2,880,577	769,038	5,305		3,654,920

* California Work Opportunity and Responsibility to Kids (CalWORKS).

For Actual Year: 2020-2021

Budget Year: 2021-2022

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
General Institutional Support Services	6700						
Community Relations	6710		748,983	273,309	6,939		1,029,231
Fiscal Operations	6720		3,422,798	84,398	2,343		3,509,539
Human Resources Management	6730		1,722,918	382,490	2,821		2,108,229
Noninstruct Staff Retirees' Benefits & Retirement *	6740		5,429,711				5,429,711
Staff Development	6750		350,539	202,447	11,728		564,714
Staff Diversity	6760			22,302			22,302
Logistical Services	6770		4,363,129	2,598,906	48,111		7,010,146
Management Information Systems	6780		7,993,873	4,321,383	638,131		12,953,387
Other General Institutional Support Services	6790		6,479,480	53,453,741			59,933,221
Total General Institutional Support Services	6700	0	30,511,431	61,338,976	710,073	0	92,560,480
Community Services & Economic Development	6800						
Community Recreation	6810						0
Community Service Classes	6820						0
Community Use of Facilities	6830		259,262				259,262
Economic Development	6840		1,648,966	34,016,805	2,821		35,668,592
Other Community Services & Economic Development	6890		248,939	309,691			558,630
Total Community Services	6800	0	2,157,167	34,326,496	2,821	0	36,486,484

* Noninstructional Staff Retirees' Benefits & Retirement Incentives.

For Actual Year: 2020-2021

Budget Year: 2021-2022

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Ancillary Services	6900						
Bookstore	6910		176,570				176,570
Child Development Centers	6920						0
Farm Operations	6930						0
Food Services	6940						0
Parking	6950		2,033,168	156,907			2,190,075
Student and Co-Curricular Activities	6960		323,117	338,351			661,468
Student Housing	6970						0
Other Ancillary Services	6990		697,761				697,761
Total Ancillary Services	6900	0	3,230,616	495,258	0	0	3,725,874
Auxiliary Operations	7000						
Contract Education	7010		205,125	40			205,165
Other Auxiliary Operations	7090		665,965				665,965
Total Auxiliary Operations	7000	0	871,090	40	0	0	871,130

For Actual Year: 2020-2021

Budget Year: 2021-2022

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Physical Property and Related Acquisitions	7100		1,480,691	134,535	1,339,094		2,954,320
Long-Term Debt and Other Financing	7200						
Long_Term Debt	7210						0
Tax revenue Anticipation Notes	7220						0
Other Financing	7290						0
Total Long-Term Debt and Other Financing	7200	0	0	0	0	0	0
Transfers, Student Aid and Other Outgo	7300						
Transfers	7310					14,546,070	14,546,070
Student Aid	7320					1,434,781	1,434,781
Other Outgo	7390						0
Total Transfers, Student Aid and Other Outgo	7300	0	0	0	0	15,980,851	15,980,851
Sub-Total Non-Instructional Activities		82,226	113,036,180	104,752,888	3,481,891	15,980,851	237,334,036
Total Expenditures General Fund: activities *		88,353,520	113,333,110	113,388,912	5,296,454	15,980,851	336,352,847

* Total Expenditures for the General Fund: Instructional Activities and Non-Instructional Activities.

Gann Appropriations Limit

GANN Report

DISTRICT NAME: RANCHO SANTIAGO

I.	2021-2022 Appropriations Limit:			
A.	2020-2021 Appropriations Limit:			\$268,622,081
B.	2021-2022 Price Factor:	1.0573		
C.	Population factor:			
	1. 2019-2020 Second Period Actual FTES	26,311.00		
	2. 2020-2021 Second Period Actual FTES	24,600.00		
	3. 2020-2021 Population change factor (C2/C1)	0.9350		
D.	2020-2021 Limit adjusted by inflation and population factors (A * B * C.3)			\$265,553,208
E.	Adjustments to increase limit:			
	1. Transfers in of financial responsibility		\$0	
	2. Temporary voter approved increases		0	
	3. Total adjustments - increase			0
	Sub-Total (D + E.3)			\$265,553,208
F.	Adjustments to decrease limit:			
	1. Transfers out of financial responsibility		\$0	
	2. Lapses of voter approved increases		0	
	3. Total adjustments - decrease			0
G.	2021-2022 Appropriations Limit (D + E.3 - F.3)			\$265,553,208
II.	2021-2022 Appropriations Subject to Limit:			
A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)			80,115,418
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)			278,767
C.	Local Property taxes			97,197,168
D.	Estimated excess Debt Service taxes			0
E.	Estimated Parcel taxes, Square Foot taxes, etc.			0
F.	Interest on proceeds of taxes			473,665
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates			959,290
H.	2021-2022 Appropriations Subject to Limit			\$177,105,728

For Actual Year: 2020-2021

Budget Year: 2021-2022

General Fund

Description	Object Code	Fund: 11 UNRESTRICTED SUBFUND		Fund: 12 RESTRICTED SUBFUND		Fund: 10 TOTAL	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100	8,943		20,206,781	39,357,906	20,215,724	39,357,906
State Revenues	8600	90,536,969	93,176,726	123,247,750	120,467,394	213,784,719	213,644,120
Local Revenues	8800	107,126,997	110,247,646	1,963,403	4,240,705	109,090,400	114,488,351
Total Revenues		197,672,909	203,424,372	145,417,934	164,066,005	343,090,843	367,490,377
EXPENDITURES:							
Academic Salaries	1000	72,660,611	79,560,416	10,327,414	9,229,430	82,988,025	88,789,846
Classified Salaries	2000	34,371,435	39,603,800	15,181,994	16,770,898	49,553,429	56,374,698
Employee Benefits	3000	58,277,800	66,559,017	10,867,376	13,883,899	69,145,176	80,442,916
Supplies and Materials	4000	629,155	1,189,622	3,218,120	5,741,923	3,847,275	6,931,545
Other Operating Expenses and Services	5000	17,207,711	28,933,655	92,333,926	115,107,832	109,541,637	144,041,487
Capital Outlay	6000	1,806,575	419,321	3,489,879	4,759,091	5,296,454	5,178,412
Total Expenditures		184,953,287	216,265,831	135,418,709	165,493,073	320,371,996	381,758,904
Excess /(Deficiency) of Revenues over Expenditures		12,719,622	(12,841,459)	9,999,225	(1,427,068)	22,718,847	(14,268,527)
Other Financing Sources	8900	1,854,794	2,366,566	798,264		2,653,058	2,366,566
Other Outgo	7000	6,247,978	3,620,000	9,732,873	1,875,454	15,980,851	5,495,454
Net Increase/(Decrease) in Fund Balance		8,326,438	(14,094,893)	1,064,616	(3,302,522)	9,391,054	(17,397,415)
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	9010	38,043,630	46,370,068	3,368,721	4,433,337	41,412,351	50,803,405
Prior Years Adjustments	9020					0	
Adjusted Beginning Balance	9030	38,043,630		3,368,721		41,412,351	
Ending Fund Balance, June 30		46,370,068	32,275,175	4,433,337	1,130,815	50,803,405	33,405,990

For Actual Year: 2020-2021

Budget Year: 2021-2022

DEBT SERVICE FUNDS

Description	Object Code	Fund: 21		Fund: 22		Fund: 29	
		BOND INTEREST AND REDEMPTION FUND		REVENUE BOND INTEREST AND REDEMPTION FUND		OTHER DEBT SERVICE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						
State Revenues	8600	140,196					
Local Revenues	8800	33,812,961	32,108,936				
Total Revenues		33,953,157	32,108,936	0	0	0	0
Other Financing Sources	8900						
Interfund Transfers In	8981						
Other Incoming Transfers	8983	277,655					
Total Other Financing Sources		277,655	0	0	0	0	0
Other Outgo	7000						
Debt Retirement (Long Term Debt)	7100						
Debt Reduction	7110	21,292,919	24,353,392				
Debt Interest and Other Service Charges	7120	13,200,713	10,145,766				
Transfers Outgoing	7300 & 7400	248,000					
Reserve for Contingencies	7900						
Total Other Outgo	7000	34,741,632	34,499,158	0	0	0	0
Net Other Financing Sources / (Other Outgo)	8900 & 7000	(34,463,977)	(34,499,158)	0	0	0	0
Net Increase/Decrease in Fund Balance		(510,820)	(2,390,222)	0	0	0	0
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	9010	33,490,114	32,979,294		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	33,490,114			0		0
Ending Fund Balance, June 30		32,979,294	30,589,072	0	0	0	0

For Actual Year: 2020-2021

Budget Year: 2021-2022

Special Revenue Funds

Description	Object	FUND: 31		FUND 32		FUND 33	
	Code	BOOKSTORE FUND		CAFETERIA FUND		CHILD DEVELOPMENT FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100					2,336,061	2,687,889
State Revenues	8600		70,000			5,138,335	6,479,058
Local Revenues	8800	1,338,475	3,795,073			100,726	385,235
Total Income		1,338,475	3,865,073	0	0	7,575,122	9,552,182
Expenditures							
Academic Salaries	1000					2,739,131	2,475,100
Classified Salaries	2000	670,089	900,754			1,376,707	2,583,111
Employee Benefits	3000	428,460	560,013			2,372,138	2,774,526
Supplies and Materials	4000	1,659,243	2,209,532			346,523	1,141,722
Other Operating Expenses and Services	5000	90,891	165,175			316,011	966,535
Capital Outlay	6000	(169)				159,620	348,838
Total Expenditures		2,848,514	3,835,474	0	0	7,310,130	10,289,832
Excess /(Deficiency) of Revenues over Expenditures		(1,510,039)	29,599	0	0	264,992	(737,650)
Other Financing Sources	8900	4,326,221	385,000				
Other Outgo	7000		114,205				299,115
Net Increase/(Decrease) in Fund Balance		2,816,182	300,394	0	0	264,992	(1,036,765)
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	3,811,296	6,631,029		0	1,109,892	1,374,884
Prior Years Adjustments	9020	3,551					
Adjusted Beginning Balance	9030	3,814,847		0		1,109,892	
Ending Fund Balance, June 30		6,631,029	6,931,423	0	0	1,374,884	338,119

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

870 RANCHO SANTIAGO

For Actual Year: 2020-2021

Budget Year: 2021-2022

Special Revenue Funds

Description	Object	FUND: 34		FUND 35		FUND 39	
	Code	FARM OPERATION FUND		REVENUE BOND PROJECT FUND		OTHER SPECIAL REVENUE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800						
Total Income		0	0	0	0	0	0
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
Total Expenditures		0	0	0	0	0	0
Excess /(Deficiency) of Revenues over Expenditures		0	0	0	0	0	0
Other Financing Sources	8900						
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		0	0	0	0	0	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
Ending Fund Balance, June 30		0	0	0	0	0	0

For Actual Year: 2020-2021

Budget Year: 2021-2022

Capital Projects Funds

Description	Object	FUND: 41		FUND 42		FUND 43	
	Code	CAPITAL QUTLAY PROJECTS FUND		REVENUE BOND CONSTRUCTION FUND		GENERAL OBLIGATION BOND FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						
State Revenues	8600	45,000	30,192,000				
Local Revenues	8800	4,848,024	5,060,897			261,857	270,552
Total Income		4,893,024	35,252,897	0	0	261,857	270,552
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	24,525	15,495			112,640	70,988
Other Operating Expenses and Services	5000	132,058	413,682			15,915	65,000
Capital Outlay	6000	7,417,178	102,619,626			22,881,037	13,806,537
Total Expenditures		7,573,761	103,048,803	0	0	23,009,592	13,942,525
Excess /(Deficiency) of Revenues over Expenditures		(2,680,737)	(67,795,906)	0	0	(22,747,735)	(13,671,973)
Other Financing Sources	8900	6,291,793	3,500,000				
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		3,611,056	(64,295,906)	0	0	(22,747,735)	(13,671,973)
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	93,329,778	96,940,834	0	0	36,491,527	13,743,792
Prior Years Adustments	9020						
Adjusted Beginning Balance	9030	93,329,778		0		36,491,527	
Ending Fund Balance, June 30		96,940,834	32,644,928	0	0	13,743,792	71,819

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

870 RANCHO SANTIAGO

For Actual Year: 2020-2021

Budget Year: 2021-2022

Enterprise Funds

Description	Object	FUND: 51		FUND 52		FUND 53	
	Code	BOOKSTORE FUND		CAFETERIA FUND		FARM OPERATIONS	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Local Revenues	8800						
Other Financing Sources	8900						
Total Income		0	0	0	0	0	0
Cost of Sales	5890						
Gross Profit or Loss		0	0	0	0	0	0
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
Total Expenditures		0	0	0	0	0	0
Net Profit or Loss		0	0	0	0	0	0
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		0	0	0	0	0	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
Ending Fund Balance, June 30		0	0	0	0	0	0

For Actual Year: 2020-2021

Budget Year: 2021-2022

Enterprise Funds

Description	Object	FUND: 59					
	Code	OTHER ENTERPRISE FUND					
		Actual	Budget				
REVENUES:							
Local Revenues	8800						
Other Financing Sources	8900						
Total Income		0	0				
Cost of Sales	5890						
Gross Profit or Loss		0	0				
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
Total Expenditures		0	0				
Net Profit or Loss		0	0				
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		0	0				
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010		0				
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0					
Ending Fund Balance, June 30		0	0				

For Actual Year: 2020-2021

Budget Year: 2021-2022

Internal Service Funds

Description	Object	FUND: 61		FUND 69			
	Code	SELF-INSURANCE FUND		OTHER INTERNAL SERVICES FUND			
		Actual	Budget	Actual	Budget		
REVENUES:							
Local Revenues	8800	4,217,095	5,087,293	10,900,582	11,128,640		
Other Financing Sources	8900						
Total Income		4,217,095	5,087,293	10,900,582	11,128,640		
Expenditures							
Academic Salaries	1000	40,300	34,253				
Classified Salaries	2000	248,413	252,265				
Employee Benefits	3000	138,795	163,250	10,224,861	10,478,640		
Supplies and Materials	4000	2,078	53,889				
Other Operating Expenses and Services	5000	2,558,364	4,477,469	23,835	35,000		
Capital Outlay	6000		40,950				
Total Expenditures		2,987,950	5,022,076	10,248,696	10,513,640		
Net Profit or Loss		1,229,145	65,217	651,886	615,000		
Other Outgo	7000			3,990,521	1,992,846		
Net Increase/(Decrease) in Fund Balance		1,229,145	65,217	(3,338,635)	(1,377,846)		
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	8,528,595	9,757,740	(35,701,564)	(39,040,199)		
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	8,528,595		(35,701,564)			
Ending Fund Balance, June 30		9,757,740	9,822,957	(39,040,199)	(40,418,045)		

For Actual Year: 2020-2021

Budget Year: 2021-2022

Fiduciary Funds Group

Description	Object	FUND: 71		FUND 72		FUND 73	
	Code	ASSOCIATED STUDENTS TRUST FUND		REPRESENTATION FEE TRUST FUND		BODY CENTER FEE TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						
State Revenues	8600		1,200				
Local Revenues	8800	313,998	343,431	71,642	74,282		
Total Income		313,998	344,631	71,642	74,282	0	0
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000	147,879	149,281				
Employee Benefits	3000	56,495	48,818				
Supplies and Materials	4000		33,000				
Other Operating Expenses and Services	5000	113,354	367,850	9,643	73,581		
Capital Outlay	6000		30,000				
Total Expenditures		317,728	628,949	9,643	73,581	0	0
Excess /(Deficiency) of Revenues over Expenditures		(3,730)	(284,318)	61,999	701	0	0
Other Financing Sources	8900		37,304				
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		(3,730)	(247,014)	61,999	701	0	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	1,316,667	1,312,937	164,642	226,641		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	1,316,667		164,642		0	
Ending Fund Balance, June 30		1,312,937	1,065,923	226,641	227,342	0	0

For Actual Year: 2020-2021

Budget Year: 2021-2022

Fiduciary Funds Group

Description	Object	FUND: 74		FUND 75		FUND 76	
	Code	FINANCIAL AID TRUST FUND		SCHOLARSHIP & LOAN TRUST FUND		INVESTMENT TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100	27,677,124	44,953,800				
State Revenues	8600	9,587,989	8,055,839				
Local Revenues	8800	40,512	6,000				
Total Income		37,305,625	53,015,639	0	0	0	0
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000	1,022	5,632				
Capital Outlay	6000						
Total Expenditures		1,022	5,632	0	0	0	0
Excess /(Deficiency) of Revenues over Expenditures		37,304,603	53,010,007	0	0	0	0
Other Financing Sources	8900						
Other Outgo	7000	37,364,922	53,028,639				
Net Increase/(Decrease) in Fund Balance		(60,319)	(18,632)	0	0	0	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	1,037,111	976,792		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	1,037,111		0		0	
Ending Fund Balance, June 30		976,792	958,160	0	0	0	0

For Actual Year: 2020-2021

Budget Year: 2021-2022

Fiduciary Funds Group

Description	Object	FUND: 77		FUND 79	
	Code	DEFERRED COMPENSATION TRUST FUND		OTHER TRUST FUNDS	
		Actual	Budget	Actual	Budget
REVENUES:					
Federal Revenues	8100				
State Revenues	8600			1,488	23,700
Local Revenues	8800			11,574,039	4,344,332
Total Income		0	0	11,575,527	4,368,032
Expenditures					
Academic Salaries	1000			16,423	20,023
Classified Salaries	2000			514,454	292,063
Employee Benefits	3000			293,830	200,177
Supplies and Materials	4000			79,795	113,979
Other Operating Expenses and Services	5000			1,021,520	1,369,234
Capital Outlay	6000			209,613	467,600
Total Expenditures		0	0	2,135,635	2,463,076
Excess /(Deficiency) of Revenues over Expenditures		0	0	9,439,892	1,904,956
Other Financing Sources	8900			5,243,501	2,125,711
Other Outgo	7000				7,600
Net Increase/(Decrease) in Fund Balance		0	0	14,683,393	4,023,067
Beginning Fund Balance:					
Net Beginning Balance, July 1	9010		0	45,805,012	60,488,405
Prior Years Adjustments	9020				
Adjusted Beginning Balance	9030	0		45,805,012	
Ending Fund Balance, June 30		0	0	60,488,405	64,511,472

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2020-2021

District ID: 870

Name: RANCHO SANTIAGO

Fund Number In	Fund Name	Fund Number Out	Fund Name	Amount Transferred
41	CAPITAL OUTLAY PROJECTS FUND	11	UNRESTRICTED SUBFUND	6,242,900
31	BOOKSTORE FUND	12	RESTRICTED SUBFUND	4,326,221
41	CAPITAL OUTLAY PROJECTS FUND	12	RESTRICTED SUBFUND	48,893
79	OTHER TRUST FUNDS	12	RESTRICTED SUBFUND	1,307,613
79	OTHER TRUST FUNDS	69	OTHER INTERNAL SERVICES FUND	3,990,521

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010					1,749,228	
Adjustments	9020						
Adjusted Beginning Balance	9030		0			1,749,228	
Actual Fiscal Year Data							
State Lottery Proceeds:	8681		4,985,883			2,023,357	
		Instructional & Institutional Unrestricted				Instructional Materials Propostition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
Expenditures							
Academic Salaries	1000				0		0
Classified Salaries	2000				0		0
Employee Benefits	3000				0		0
Supplies & Materials							
Software	4100				0		0
Books, Magazines, & Periodicals	4200				0	40,396	40,396
Instructional Supplies & Materials	4300				0	982,551	982,551
Noninstructional Supplies & Mtrls	4400				0		0
Total Supplies and Materials		0	0	0	0	1,022,947	1,022,947
Other Operating Expenses and Services	5000		4,985,883		4,985,883	133,281	5,119,164
Capital Outlay							
Library Books	6300				0	179,679	179,679
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
Total Capital Outlay		0	0	0	0	179,679	179,679
Other Outgo	7000				0		0
Total Expenditures		0	4,985,883	0	4,985,883	1,335,907	6,321,790
Ending Balance					0	2,436,678	2,436,678

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010					2,436,678	
Adjustments	9020						
Adjusted Beginning Balance	9030		0			2,436,678	
Budget Fiscal Year Data							
State Lottery Proceeds:	8681		4,143,784			1,652,430	
		Instructional & Institutional Unrestricted				Instructional Materials Proposition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
Expenditures							
Academic Salaries	1000				0		0
Classified Salaries	2000				0		0
Employee Benefits	3000				0		0
Supplies & Materials	4000						
Software	4100				0		0
Books, Magazines, & Periodicals	4200				0	66,070	66,070
Instructional Supplies & Materials	4300				0	3,474,301	3,474,301
Noninstructional Supplies & Mtrls	4400				0		0
Total Supplies and Materials		0	0	0	0	3,540,371	3,540,371
Other Operating Expenses and Services	5000		4,143,784		4,143,784	280,332	4,424,116
Capital Outlay	6000						
Library Books	6300				0	268,405	268,405
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
Total Capital Outlay		0	0	0	0	268,405	268,405
Other Outgo	7000				0		0
Total Expenditures		0	4,143,784	0	4,143,784	4,089,108	8,232,892
Ending Balance					0	0	

Annual Financial and Budget Report

For Actual Year: 2020-2021

District ID: 870

Name: RANCHO SANTIAGO

EPA Revenue	38,108,762
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Activity Classification	Activity Code	Salaries and Benefits	Operating Expenses	Capital Outlay	Total
		(Obj 1000-3000)	(Obj 4000-5000)	(Obj 6000)	
Instructional Activities	0100-5900	38,108,762	0	0	38,108,762
TOTAL		38,108,762	0	0	38,108,762

Annual Financial and Budget Report

For Actual Year: 2020-2021

Budget Year: 2021-2022

District ID: 870

Name: RANCHO SANTIAGO

Fiscal Year	STRS	PERS	Total	Increase	
	Amount	Amount		Amount	Rate
2020-21	20,242,621	10,499,498	30,742,119	N/A	N/A
2021-22	23,727,411	14,279,431	38,006,842	7,264,723	23.63%
2022-23	26,784,489	16,267,706	43,052,195	5,045,353	13.27%
2023-24	26,784,489	16,890,990	43,675,479	623,284	1.45%
2024-25	26,784,489	17,264,960	44,049,449	373,970	0.86%
2025-26	26,784,489	17,327,289	44,111,778	62,329	0.14%

Does the district have a plan to fund these expenses through 2025-26?
Yes
Explain Yes or No
The District will need to make budget reductions in excess of any new revenue to pay for these cost increase in each budget year.

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

To:	Board of Trustees	Date:	September 27, 2021
Re:	Approval of Agreement with SVA Architects, Inc. for Architectural and Engineering Services for the Temporary Village Phase 5A Projects at Santa Ana College		
Action:	Request for Approval		

BACKGROUND

This is a new agreement with SVA Architects, Inc. for architectural and engineering services for the Temporary Village Phase 5A projects at Santa Ana College. With the completion of Johnson Student Center, portions of the Village (wings VL100 & VL200) portables are now vacated and the College would like to repurpose these spaces to accommodate various programs and relocation of various department offices across the campus. The departments and programs planned to be relocated to the VL100 and VL200 portables include: Continuing Education classrooms and labs, Certified Nursing Assistant (CNA) Home Health Care Lab, Undocu-Scholars Program, Umoja Program, Asian American Resource Program, Career Education and Workforce Development (CEWD), Outreach, Thrive Center and the El Don Media Lab. The project also requires reconfiguration and tenant improvements to accommodate the Fashion Department's computer lab, sewing lab and storage space. The reprogrammed space will support both new and existing programs that support student achievement.

The scope of the architect's services includes programming review and verification, design and engineering, Division of the State Architect (DSA) approval, applicable agency review and approvals, construction administration, and DSA certification and project close-out.

ANALYSIS

A Request for Proposal (RFP) #2021-304 for architectural and engineering services for the Temporary Village Phase 5A Project at Sana Ana College, was solicited on May 20, 2021 to seven prequalified firms with a due date of June 10, 2021.

The District received two responses from PBK-WLC (Costa Mesa) and SVA Architects, Inc. (Santa Ana). A screening panel of four members convened on June 11, 2021 to review the proposals. The screening panel unanimously recommends SVA Architects, Inc. after a thorough review and culmination of their response, experience, team members, approach to the project, hourly rates, knowledge and ability to meet the anticipated schedule. The panel is recommending to move forward with the proposed consultant at this time.

The services covered by this agreement shall commence on September 28, 2021 and ends when the notice of completion for the construction work and project close-out have been achieved. The

contract is a not to exceed fee of \$80,900. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified architectural firms.

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

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with SVA Architects, Inc. for Architectural and Engineering Services the Temporary Village Phase 5A Projects at Santa Ana College as presented.

Fiscal Impact:	\$80,900	Board Date: September 27, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 9/27/2021

Project: Temporary Village Phase 5A Projects

Site: **Santa Ana College**

Consultants: SVA Architects, Inc.

Type of Service: Architectural and Engineering Services

Agreement Summary	Amount	Reimbursables	Start	Duration	
				End	
Original Contract Amount	\$80,900.00		9/28/2021	Project Close-Out	
Total Agreement Amount	\$80,900.00				

AGREEMENT NO: 0427.00/ DESCRIPTION:

This agreement #0427.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$80,900.00**

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE – BUSINESS SERVICES

To:	Board of Trustees	Date: September 27, 2021
Re:	Ratification of Professional Service Agreement with ARDA Demographics for Redistricting Services	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District must review and potentially re-draw its boundaries for equal representation of their constituents in accordance with the Fair Maps Act and the California Voting Rights Act (CVRA). The District no longer has “at-large” representation, but seeks to review and potentially re-draw current district boundaries to better reflect demographic changes and constituent needs. The consultant, ARDA Demographics was selected by the Board of Trustees at their regular meeting of September 13, 2021 as the result of an RFQ process and recommendation of the Ad-Hoc Redistricting Committee. A Professional Services Agreement (PSA) has been prepared for Board approval so that work can begin.

ANALYSIS

The Board of Trustees awarded RFQ 2122-001 – Redistricting Services to ARDA Demographics at their Board meeting on September 13, 2021.

ARDA is an Orange County based, full-service mapping and data analytics firm that uses ARCGIS software and local expertise to gather, manage and analyze census information to produce fair and equitable maps that meet all federal and state laws.

The scope of work and deliverables by ARDA Demographics to RSCCD includes the following:

- Strategic consulting services that provide RSCCD:
- Census timelines, introduction, and data updates after new releases from the Census Bureau
- Presentations for both the Board of Trustees and members of the public
- Multiple drafts of maps of the district’s internal member boundaries and draft maps based on interest testimony and public feedback
- Expert local redistricting consulting and analysis
- Management of three (3) public hearings for communities of interest
- Meetings with members of the Ad Hoc Committee on Redistricting
- A final plan for adoption
- Other tasks as required by the Board of Trustees to complete the redistricting process for the OC Registrar of Voters by February 22, 2022

The term of this agreement is September 22, 2021 through February 22, 2022. ARDA Demographics will work with assigned district staff to ensure an organized process is followed that meets all deadlines and expectations. The fixed fee is \$22,500 for the full redistricting process to be billed as follows:

- September 28, 2021 - \$7,500
- December 1, 2021 - \$7,500
- March 1, 2022 - \$7,500

This service is funded by the District’s general fund. The full proposal is attached for review.

RECOMMENDATION

It is recommended the Board of Trustees ratify the Professional Services Agreement with ARDA Demographics for redistricting services as presented.

Fiscal Impact:	Not to exceed \$22,500	Board Date: September 27, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, and ARDA Demographics, having its principal business address located at 675 North Euclid Street, #481, Anaheim, CA 92801 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on September 22, 2021, whichever is later, and shall continue in full force and effect thereafter until and including February 22, 2022 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for 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-Two Thousand and Five Hundred Dollars (\$22,500) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property

of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

by statutory insurance requirement of the State of California;

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

Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

District: Rancho Santiago Community College District

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

With a copy to: (District Department Responsible for Contract)
Linda Melendez
Director, Purchasing Services
2323 North Broadway, Suite 109
Santa Ana, CA 92706

Contractor: Jason Mills, ARDA Demographics
675 North Euclid Street, #481
Anaheim, CA 92801

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

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

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

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

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

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

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

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless

District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

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

28. Failure to Perform. As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor’s present responsibility

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

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Iris I. Ingram

Print Title: Vice Chancellor, Business Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name:___ Jason S. Mills

Print Title:___

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Proposed Redistricting Consulting Services

ARDA to will deliver strategic consulting service for the RSCCD and provide:

- Census timelines, introduction, and data updates after new releases from the Census Bureau
- Presentations for both the Board of Trustees and members of the public
- Multiple drafts of maps of the district's internal member boundaries and draft maps based on interest testimony and public feedback
- Expert local redistricting consulting and analysis
- Management of three (3) public hearings for communities of interest
- Meetings with members of the Ad Hoc Committee on Redistricting
- A final plan for adoption
- Other tasks as required by the Board of Trustees to complete the redistricting process for the OC Registrar of Voters by February 22, 2022

Current Workload and availability

ARDA Demographics is available immediately to begin the services described and will conform to the project schedule contained in the RFQ, including all scheduled meetings with the Ad Hoc Committee and Community Hearings and Board of Trustees meetings.

Budget Proposal

ARDA Demographics will provide redistricting consulting, data, analysis, maps (including revisions, drafts, and options) and process management outlined in the services and at the request of the RSCCD. We will awork in-tandem with assigned personnel to ensure an organized process that meets all deadlines and expectations.

Fee: Fixed fee is: \$22,500 The fee structure proposed will be for the full redistricting process. Invoices are to be emailed to Vice Chancellor Ingram at: ingram_iris@rsccd.edu on the following dates:

\$7,500 - September 28, 2021

\$7,500 - December 1, 2021

\$7,500 - Final payment to be invoiced on March 1, 2022

Project Schedule

Ad Hoc Committee Meetings

Date	Time	Location
September 7, 2021	5:30 p.m.	Via Zoom
September 22, 2021	4:00 p.m.	Via Zoom
October 20, 2021	4:00 p.m.	District Board Room
November 17, 2021	4:00 p.m.	District Board Room

Community Hearings

Date	Time	Location
October 7, 2021	Evening TBD	District Board Room
October 27, 2021	Evening TBD	District Board Room
December 13, 2021	In conjunction with scheduled BOT meeting	District Board Room

Approvals

Date	Time/Action	Location
January 10, 2022	Regularly scheduled Board Meeting, 5:00p.m.	District Board Room
January 24, 2022	Special BOT meeting, if required (TBD)	District Board Room
February 14, 2022	Regularly scheduled Board Meeting 5:00p.m. Report from Ad Hoc Committee	District Board Room

07/18/21 thru 09/04/21

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-B0001943	07/22/21	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MCKESSON GENERAL MEDICAL CORP	5,372.06
22-B0001944	07/27/21	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	2,684.05
22-B0001945	07/27/21	79	Admissions & Records	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-B0001946	08/02/21	79	Auxiliary Services Office-Dist	Contracted Services	P2S ENGINEERING INC	100,000.00
22-B0001947	08/02/21	79	Auxiliary Services Office-Dist	Contracted Repair Services	COSCO FIRE PROTECTION INC	60,000.00
22-B0001948	08/02/21	79	Auxiliary Services Office-Dist	Contracted Services	COSCO FIRE PROTECTION INC	100,000.00
22-B0001949	08/04/21	71	Student Activities	Other Operating Exp & Services	SIGNATURE PARTY RENTALS	1,069.88
22-B0001950	08/04/21	79	International Student Program	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,830.00
22-B0001951	08/05/21	31	Bookstore - SAC	Other Operating Exp & Services	APPLE COMPUTER INC	439.66
22-B0001952	08/10/21	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	4,172.63
22-B0001953	08/10/21	71	Student Life & Leadership	Other Operating Exp & Services	SPECTRUM GAS PRODUCTS	1,000.00
22-B0001954	08/10/21	71	Student Life & Leadership	Other Operating Exp & Services	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-B0001955	08/11/21	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	WATERBOY SPORTS INC	964.90
22-B0001956	08/12/21	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	BSN SPORTS, LLC	1,231.20
22-B0001957	08/17/21	79	Auxiliary Services Office	Other Operating Exp & Services	SCHICK RECORDS MGMT	76.48
22-B0001958	08/17/21	31	Bookstore - SCC	Other Operating Exp & Services	4 IMPRINT	1,419.21
22-B0001959	08/17/21	31	Bookstore - SCC	Purchases - Soft Gooks	BSN SPORTS	1,199.80
22-B0001960	08/23/21	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	HAWK BOOKSTORE	1,500.00
22-B0001961	08/24/21	79	A&R Office - Credit	Non-Instructional Supplies	SAFEGUARD BUSINESS SYSTEMS	3,701.25
22-B0001962	08/24/21	79	A&R Office - Credit	Non-Instructional Supplies	OFFICE DEPOT	5,000.00
22-B0001963	08/24/21	31	Bookstore - SCC	Other Operating Exp & Services	HAWK BOOKSTORE	2,000.00
22-B0001964	08/24/21	79	Auxiliary Services Office	Other Operating Exp & Services	AMTEK CONSTRUCTION	942.29
22-B0001965	08/30/21	79	Admissions & Records	Non-Instructional Supplies	EAGLE GRAPHICS INC	3,174.75
22-B0001966	09/01/21	79	Auxiliary Services Office	Other Operating Exp & Services	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-B0001967	09/02/21	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	WATERBOY SPORTS INC	315.00
22-P0064849	07/19/21	11	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	25,000.00
22-P0064850	07/19/21	11	Maintenance	Repair & Replacement Parts	CAMFIL USA, INC	3,000.00
22-P0064851	07/19/21	13	Maintenance	Non-Instructional Supplies	AAA ELECTRIC MOTOR SALES	4,000.00
22-P0064852	07/19/21	11	Maintenance	Non-Instructional Supplies	MONTGOMERY HARDWARE CO	2,000.00
22-P0064853	07/19/21	11	Transportation	Repair & Replacement Parts	ORANGE COUNTY AUTO PARTS	1,000.00
22-P0064854	07/19/21	11	Maintenance	Non-Instructional Supplies	SCHORR METALS INC	2,500.00
22-P0064855	07/19/21	11	Maintenance	Non-Instructional Supplies	SIMS ORANGE WELDING SUPPLY	3,000.00
22-P0064856	07/19/21	11	Maintenance	Contracted Repair Services	SUPERIOR ELECTRIC MOTOR SERVICE INC	2,000.00
22-P0064857	07/19/21	11	Maintenance	Non-Instructional Supplies	TAYLOR FLAG & BANNER CO	1,000.00
22-P0064858	07/19/21	11	Transportation	Gasoline	SC FUELS	14,995.00
22-P0064859	07/19/21	11	Transportation	Repair & Replacement Parts	BOYCE INDUSTRIES	1,000.00
22-P0064860	07/19/21	11	Transportation	Contracted Repair Services	BOYCE INDUSTRIES	1,000.00
22-P0064861	07/19/21	11	Transportation	Repair & Replacement Parts	THE PAPE GROUP INC	6,000.00
22-P0064862	07/19/21	11	Transportation	Non-Instructional Supplies	BOYCE INDUSTRIES	1,000.00
22-P0064863	07/19/21	11	Transportation	Contracted Repair Services	MATERIAL HANDLING SUPPLY INC	2,000.00
22-P0064864	07/19/21	11	Transportation	Repair & Replacement Parts	POWERTRON	8,000.00
22-P0064865	07/19/21	11	Transportation	Contracted Services	METROPRO ROAD SERVICES, INC.	500.00

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07/18/21 thru 09/04/21

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0064866	07/19/21	11	Maintenance	Non-Instructional Supplies	BURKE/WACO	7,400.00
22-P0064867	07/19/21	13	Maintenance	Non-Instructional Supplies	HD SUPPLY CONSTRUCTION SUPPLY, LTD	4,000.00
22-P0064868	07/19/21	11	Transportation	Non-Instructional Supplies	THOMPSON & WEISZ INC	500.00
22-P0064869	07/19/21	11	Transportation	Non-Instructional Supplies	UNITED RENTALS	1,500.00
22-P0064870	07/19/21	11	Grounds	Non-Instructional Supplies	ALANS LAWNMOWER & GARDEN CTR	2,500.00
22-P0064871	07/19/21	11	Grounds	Non-Instructional Supplies	ANGELUS QUARRIES BLDG MATERIALS INC	10,000.00
22-P0064872	07/19/21	11	Custodial	Non-Instructional Supplies	GORM INC	14,950.00
22-P0064873	07/19/21	11	Purchasing	Non-Instructional Supplies	ULINE INC	117.47
22-P0064874	07/19/21	12	Orange Educ Ctr-Instruction	Software License and Fees	CANVA US INC	4,850.70
22-P0064875	07/19/21	11	Maintenance	Non-Instructional Supplies	WATERLINE TECHNOLOGIES INC	14,000.00
22-P0064876	07/19/21	11	Maintenance	Repair & Replacement Parts	WATERLINE TECHNOLOGIES INC	3,250.00
22-P0064877	07/19/21	11	Grounds	Contracted Repair Services	ALANS LAWNMOWER & GARDEN CTR	2,000.00
22-P0064878	07/19/21	12	Orientation/Coord/Training	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	400.00
22-P0064879	07/19/21	13	Kinesiology - Intercoll Athlet	Equip-All Other > \$5,000	SIDELINE POWER LLC	10,458.52
22-P0064880	07/20/21	13	Maintenance	Contracted Repair Services	YOUNG ELECTRIC SIGN COMPANY	600.00
22-P0064881	07/20/21	12	Library Services	Library Books - Databases	CCLC COMMUNITY COLLEGE LEAGUE OF CA	47,957.37
22-P0064882	07/20/21	12	Continuing Education Division	Contracted Services	SECTORPOINT INC	85,233.40
22-P0064883	07/20/21	12	Health & Wellness	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,500.00
22-P0064884	07/20/21	12	Health & Wellness	Non-Instructional Supplies	SANOFI PASTEUR	1,000.00
22-P0064885	07/20/21	12	Health & Wellness	Non-Instructional Supplies	RPK PHARMACEUTICAL INC	3,000.00
22-P0064886	07/20/21	12	Health & Wellness	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	2,000.00
22-P0064887	07/20/21	12	Health & Wellness	Non-Instructional Supplies	GU LOGIC INC	600.00
22-P0064888	07/20/21	11	Grounds	Non-Instructional Supplies	ORANGE COUNTY FARM SUPPLY	4,000.00
22-P0064889	07/20/21	12	Chemistry	Software License and Fees	BEYOND LABZ LLC	4,940.00
22-P0064890	07/20/21	11	Grounds	Contracted Repair Services	EBERHARD EQUIPMENT	5,000.00
22-P0064891	07/20/21	11	Grounds	Non-Instructional Supplies	EBERHARD EQUIPMENT	2,000.00
22-P0064892	07/20/21	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	904.91
22-P0064893	07/20/21	12	Admin Services Office	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	13,967.07
22-P0064894	07/20/21	11	Administrative Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-P0064895	07/20/21	33	CDC Centennial Education Ctr	Instructional Supplies	LAKESHORE LEARNING MATERIALS	2,000.00
22-P0064896	07/20/21	11	Custodial	Non-Instructional Supplies	MAINTEX INC	14,950.00
22-P0064897	07/20/21	12	Health & Wellness	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	4,000.00
22-P0064898	07/20/21	12	Safety & Parking - DO	Contracted Repair Services	R AND J SANTIAGO HILLS CAR CARE	3,000.00
22-P0064899	07/20/21	11	Safety & Security Office	Contracted Services	METROPRO TOWING INC	1,000.00
22-P0064900	07/20/21	12	Safety & Parking - DO	Contracted Repair Services	JUNIORS GOLF CARTS INC	5,000.00
22-P0064901	07/20/21	12	Safety & Parking - DO	Contracted Repair Services	PATTERSON TIRE CO	3,000.00
22-P0064902	07/20/21	11	Business Division Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	24.45
22-P0064903	07/20/21	11	Safety & Security Office	Non-Instructional Supplies	ORANGE COUNTY AUTO PARTS	500.00
22-P0064904	07/20/21	12	President's Office	Contracted Services	MEDICA TESTING GROUP	32,670.00
22-P0064905	07/20/21	11	Safety & Security Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	6,000.00
22-P0064906	07/20/21	11	Safety & Security Office	Non-Instructional Supplies	BEEGAS BOYS	4,000.00
22-P0064907	07/20/21	12	Sci, Math, Health Sci Office	Instructional Supplies	ULINE INC	168.41

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0064908	07/20/21	11	Safety & Security Office	Non-Instructional Supplies	HOME DEPOT	1,500.00
22-P0064909	07/20/21	11	Custodial	Non-Instructional Supplies	INDUSTRIAL FORMULATORS, INC.	6,000.00
22-P0064910	07/20/21	43	Facility Planning Office	Non-Instructional Supplies	AMAZON COM	2,543.25
22-P0064911	07/20/21	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	2,249.58
22-P0064912	07/21/21	41	Facility Planning Office	Bldg Impr - Cost Estimating	CUMMING CONSTRUCTION MGT INC	43,000.00
22-P0064913	07/21/21	13	Maintenance	Rental-Equipment (Short-term)	WATERLINE TECHNOLOGIES INC	1,710.00
22-P0064914	07/21/21	12	Safety & Parking - DO	Contracted Repair Services	OREMOR OF TUSTIN INC	1.00
22-P0064915	07/21/21	12	Safety & Parking - DO	Inst Dues & Memberships	CCUPCA CALIF COLLEGE AND UNIV POLICE CHIEFS ASS	249.00
22-P0064916	07/21/21	12	Safety & Parking - DO	Inst Dues & Memberships	INTL ASSOC OF CAMPUS LAW ENFORCEMENT ADMINIST	375.00
22-P0064917	07/21/21	11	Safety & Parking - DO	Inst Dues & Memberships	CLERY CTR FOR SECURITY ON CAMPUS	3,500.00
22-P0064918	07/21/21	11	Facility Planning Office	Courier/Delivery Services	ON TRAC	150.00
22-P0064919	07/21/21	11	Mailroom	Contracted Repair Services	THE PAPE GROUP INC	2,353.31
22-P0064920	07/21/21	11	Business Operations' Office	Legal Expenses	PUBLIC AGENCY LAW GROUP	75,000.00
22-P0064921	07/21/21	11	Business Operations' Office	Legal Expenses	ORBACH HUFF & HENDERSON LLP	100,000.00
22-P0064922	07/21/21	11	Chancellor's Office	Inst Dues & Memberships	ACADEMIC SENATE FOR CA COMMUNITY COLLEGES	10,479.70
22-P0064923	07/21/21	11	Chancellor's Office	Inst Dues & Memberships	CCLC COMMUNITY COLLEGE LEAGUE OF CA	17,150.00
22-P0064924	07/21/21	11	Chancellor's Office	Inst Dues & Memberships	ACCT ASSOC OF COMMUNITY	8,854.00
22-P0064925	07/21/21	12	LAOCRC - Los Angeles	Software License and Fees	PALOMAR COLLEGE/TTIP SOUTH PROJECT	1,120.00
22-P0064926	07/21/21	41	Facility Planning Office	Bldg Impr - Contractor Svcs	EMILIO RAMIREZ	158,000.00
22-P0064927	07/21/21	11	Chancellor's Office	Conference Expenses - Travel	FARMERS AND MERCHANTS BANK OF LONG BEACH	3,045.00
22-P0064928	07/21/21	13	Library Services	Maint Contract - Office Equip	BIBLIOTHECA LLC	5,610.05
22-P0064929	07/21/21	12	Career Education Office	Advertising	CALIFORNIA LAND SURVEYORS ASSOCIATION	242.50
22-P0064930	07/21/21	11	Mailroom	Postage	POSTMASTER	245.00
22-P0064931	07/21/21	11	Educational Multimedia Service	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	41.50
22-P0064932	07/21/21	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	814.07
22-P0064933	07/21/21	12	Short-Term Vocational	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-P0064934	07/21/21	13	Custodial	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	2,000.00
22-P0064935	07/21/21	12	Continuing Education Division	Contracted Services	REACHLOCAL INC	100,000.00
22-P0064936	07/21/21	11	Board of Trustees	Contracted Services	FARMERS AND MERCHANTS BANK OF LONG BEACH	165.20
22-P0064937	07/21/21	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	1,204.24
22-P0064938	07/21/21	12	Distance Education	Software License and Fees	RESPONDUS INC	2,545.00
22-P0064939	07/21/21	33	EHS Administration	Equip-Tablet/Laptop>\$200<\$1000	GOLDEN STAR TECHNOLOGY, INC.	9,063.68
22-P0064940	07/21/21	12	EOPS	Books Paid for Students	DON BOOKSTORE	4,000.00
22-P0064941	07/21/21	12	EOPS	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	2,500.00
22-P0064942	07/21/21	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	3,000.00
22-P0064943	07/21/21	12	Continuing Education Division	Other Operating Exp & Services	SEHI COMPUTER PRODUCTS	61,234.38
22-P0064944	07/21/21	11	Educational Multimedia Service	Non-Instructional Supplies	B & H PHOTO VIDEO INC	160.85
22-P0064945	07/22/21	33	CDC Administration	Equip-All Other > \$5,000	CDW GOVERNMENT INC.	6,872.88
22-P0064946	07/22/21	11	CJ/Academies	Maint/Oper Service Agreements	AMERICAN ALARM SYSTEMS, INC	1,140.00
22-P0064947	07/22/21	12	Library Services	Library Books - Periodicals	CENGAGE LEARNING/ EDUC. TO GO	1,200.00
22-P0064948	07/22/21	11	Grounds	Repair & Replacement Parts	EBERHARD EQUIPMENT	2,000.00
22-P0064949	07/22/21	12	Fine & Performing Arts Office	Instructional Supplies	OPEN JAR STUDIOS, LLC	945.22

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22-P0064950	07/22/21	11	Grounds	Rental-Equipment (Short-term)	EBERHARD EQUIPMENT	2,000.00
22-P0064951	07/22/21	11	Grounds	Non-Instructional Supplies	SITEONE LANDSCAPE SUPPLY LLC	10,000.00
22-P0064952	07/22/21	12	Business Division Office	Instructional Supplies	HOME DEPOT	500.00
22-P0064953	07/22/21	12	Chemistry	Instructional Supplies	SIGMAALDRICH INC	1,900.00
22-P0064954	07/22/21	33	EHS Administration	Non-Instructional Supplies	AMAZON COM	1,633.51
22-P0064955	07/22/21	11	CJ/Academies	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	5,000.00
22-P0064956	07/22/21	11	CJ/Academies	Non-Instructional Supplies	HOME DEPOT	4,000.00
22-P0064957	07/22/21	12	Health & Wellness	Non-Instructional Supplies	RPK PHARMACEUTICAL INC	500.00
22-P0064958	07/22/21	12	Health & Wellness	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	2,000.00
22-P0064959	07/22/21	12	CJ/Academies	Non-Instructional Supplies	ADVEXURE LLC	194.01
22-P0064960	07/26/21	11	Nursing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
22-P0064961	07/26/21	11	Sci, Math, Health Sci Office	Contracted Repair Services	EDWARD COSNER	800.00
22-P0064962	07/26/21	12	Safety & Parking - DO	Contracted Repair Services	JOE MCPHERSON FORD	6,000.00
22-P0064963	07/26/21	13	Publications	Reproduction/Printing Expenses	R AND T BOOKBINDING, INC.	1,000.00
22-P0064964	07/26/21	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	MCBAIN INSTRUMENTS A CALIF LP	4,375.00
22-P0064965	07/26/21	12	Safety & Parking - DO	Lease Agreement - Facility	COUNTY OF ORANGE	2,500.00
22-P0064967	07/26/21	12	Financial Aid Office	Contracted Services	CITY OF ORANGE	800.00
22-P0064968	07/26/21	11	District Wide Technology	Contracted Services	GOLDEN STAR TECHNOLOGY, INC.	175.00
22-P0064969	07/26/21	12	LAOCRC - Los Angeles	Contracted Services	C AUGENSTEIN CORP	48,077.00
22-P0064970	07/26/21	11	Information Tech Svcs Office	Inst Dues & Memberships	CHIEF INFORMATION SYSTEMS OFFICERS ASSOCIATION	300.00
22-P0064971	07/26/21	12	Elementary & Second Basic Skls	Software License and Fees	ARTICULATE GLOBAL LLC	1,298.00
22-P0064972	07/26/21	41	Facility Planning Office	Software License and Fees	CDW GOVERNMENT INC.	435.00
22-P0064973	07/26/21	12	Continuing Education Division	Advertising	SAIGON RADIO BROADCASTING	4,200.00
22-P0064974	07/26/21	12	Exercise Science	Instructional Supplies	WORLDPOINT ECC INC	232.65
22-P0064975	07/26/21	41	Facility Planning Office	Non-Instructional Supplies	AMAZON COM	1,878.77
22-P0064976	07/26/21	12	Continuing Education Division	Contracted Services	UNIVISION RECEIVABLES CO LLC	20,000.00
22-P0064977	07/26/21	12	Continuing Education Division	Electricity	SO CALIF EDISON CO	26,867.00
22-P0064978	07/27/21	12	Continuing Education Division	Contracted Services	LIBERMAN BROADCASTING INC	10,002.00
22-P0064979	07/27/21	12	Short-Term Vocational	Contracted Services	IRVINE MEGAN ONEILL	1,100.00
22-P0064980	07/27/21	12	Continuing Education Division	Non-Instructional Supplies	AMAZON COM	27.17
22-P0064981	07/27/21	12	Admin Services Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	6,611.81
22-P0064982	07/27/21	12	Athletics	Instructional Supplies	PRIME SPORTS SALES & DESIGN, INC	1,024.85
22-P0064983	07/27/21	12	Human Resources Office	Inst Dues & Memberships	ASSOC OF CHIEF HUMAN RESOURCE OFFICERS	450.00
22-P0064984	07/27/21	12	Chemistry	Equip-Fed Prgm >\$1,000< \$5,000	FLINN SCIENTIFIC INC	10,943.57
22-P0064985	07/27/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	BLICK ART MATERIALS	82.08
22-P0064986	07/27/21	11	Human Resources Office	Inst Dues & Memberships	SOUTHERN 30	300.00
22-P0064987	07/27/21	11	District Wide Technology	Contracted Services	FINAL CONNECTION, INC	2,634.86
22-P0064988	07/27/21	11	Safety & Security Office	Contracted Services	M.G. ANDREWS, INCORPORATED	14,999.00
22-P0064989	07/27/21	13	Library Services	Maint Contract - Office Equip	BIBLIOTHECA LLC	399.00
22-P0064990	07/27/21	12	International Student Program	Equip-Fed Prgm >\$1,000< \$5,000	GOLDEN STAR TECHNOLOGY, INC.	4,306.81
22-P0064991	07/27/21	11	Safety & Parking - DO	Inst Dues & Memberships	NATIONAL BEHAVIOR INTERVENTION TEAM ASSOC	4,999.00
22-P0064992	07/27/21	11	Maintenance & Operations	Contracted Services	PROFESSIONAL PLUMBING &	225.00

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22-P0064993	07/27/21	11	District Wide Technology	Other Exp Paid for Students	THINKEDU, LLC	14,896.70
22-P0064994	07/27/21	12	Bus, Math & Sciences Office	Software License and Fees	TECH SMITH CORP	2,030.80
22-P0064995	07/27/21	11	District Wide Technology	Contracted Services	FINAL CONNECTION, INC	2,676.78
22-P0064996	07/27/21	12	Continuing Education Division	Non-Instructional Supplies	QUALITY OFFICE FURNISHINGS INC	1,414.04
22-P0064997	07/27/21	12	Veterans Resource Center	Food and Food Service Supplies	CRAVE RESTAURANT GROUP, LLC	774.74
22-P0064998	07/27/21	11	Safety & Security Office	Maint/Oper Service Agreements	KEY CONTROL HOLDING	3,818.09
22-P0064999	07/27/21	12	Sci, Math, Health Sci Office	Instructional Supplies	GRAINGER	307.26
22-P0065000	07/27/21	12	Biology	Instructional Supplies	JESUS GUARDADO	4,225.63
22-P0065001	07/27/21	12	Nursing	Non-Instructional Supplies	ASCEND LEARNING HOLDINGS, LLC	6,713.04
22-P0065002	07/27/21	12	Nursing	Software License and Fees	EXAMSOFT WORLDWIDE, INC.	2,700.00
22-P0065003	07/27/21	41	Facility Planning Office	Buildings - OCIP	ARTHUR J. GALLAGHER & CO.	156,167.49
22-P0065004	07/28/21	11	Chancellor's Office	Inst Dues & Memberships	CCLC COMMUNITY COLLEGE LEAGUE OF CA	41,267.00
22-P0065005	07/28/21	11	Safety & Security Office	Contracted Services	GRUVER ERIC W.	7,000.00
22-P0065006	07/28/21	13	Educational Services Office	Inst Dues & Memberships	OCBC ORANGE CTY BUS COUNCIL	5,000.00
22-P0065008	07/28/21	11	Mailroom	Contracted Repair Services	THOMPSON & WEISZ INC	4,963.11
22-P0065009	07/28/21	12	Continuing Education Division	Contracted Services	KSSE 107.1 FM	20,000.00
22-P0065010	07/28/21	12	Bus, Math & Sciences Office	Instructional Supplies	B & H PHOTO VIDEO INC	443.47
22-P0065011	07/28/21	11	Sci, Math, Health Sci Office	Other Licenses & Fees	CEPA	240.00
22-P0065012	07/28/21	12	Bus, Math & Sciences Office	Software License and Fees	CDW GOVERNMENT INC.	957.72
22-P0065013	07/28/21	12	Short-Term Vocational	Equip-All Other >\$1,000<\$5,000	CN SCHOOL AND OFFICE SOLUTIONS INC	1,041.70
22-P0065014	07/28/21	12	Academic Affairs Office	Instructional Supplies	THE HON COMPANY LLC	8,532.02
22-P0065015	07/28/21	13	Maintenance	Contracted Repair Services	COAST ELECTRIC	11,564.00
22-P0065016	07/28/21	11	Fiscal Services Office	Contracted Services	COOPERATIVE STRATEGIES LLC	11,000.00
22-P0065017	07/28/21	11	Fiscal Services Office	Contracted Services	COOPERATIVE STRATEGIES LLC	25,000.00
22-P0065018	07/28/21	11	Publications	Non-Instructional Supplies	DUPLO USA CORP	655.50
22-P0065019	07/28/21	12	Exercise Sci & Athletic Office	Software License and Fees	COMPUTER SPORTS MEDICINE, INC.	1,050.00
22-P0065020	07/28/21	13	International Student Program	Non-Instructional Supplies	DON BOOKSTORE	800.00
22-P0065021	07/28/21	12	Nursing	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,146.20
22-P0065022	07/28/21	41	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	CN SCHOOL AND OFFICE SOLUTIONS INC	5,517.78
22-P0065023	07/28/21	12	Fire Academy	Instructional Supplies	ALLSTAR FIRE EQUIPMENT	9,630.58
22-P0065024	07/28/21	33	EHS Administration	Non-Instructional Supplies	ECOLAB EQUIPMENT CARE	4,008.30
22-P0065025	07/28/21	12	Professional Development	Contracted Services	KYJAY LLC	5,000.00
22-P0065026	07/28/21	41	Facility Planning Office	Bldg Impr - Relocation/Moving	QUALITY OFFICE FURNISHINGS INC	4,910.00
22-P0065027	07/28/21	41	Facility Planning Office	Site Improv - Contractor Svcs	MARINA LANDSCAPE INC	88,625.00
22-P0065028	07/29/21	33	CDC Administration	Contracted Repair Services	ITW FOOD EQUIPMENT GROUP LLC	820.25
22-P0065029	07/29/21	12	Academic Affairs Office	Equip-Fed Prgm >\$1,000< \$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,435.40
22-P0065030	07/29/21	12	Chemistry	Instructional Supplies	VWR FUNDING INC	10,823.63
22-P0065031	07/29/21	12	Chemistry	Instructional Supplies	FLINN SCIENTIFIC INC	1,000.00
22-P0065032	07/29/21	12	Chemistry	Instructional Supplies	FLINN SCIENTIFIC INC	3,469.93
22-P0065033	07/29/21	11	Chancellor's Office	Conference Expenses - Travel	FARMERS AND MERCHANTS BANK OF LONG BEACH	1,196.00
22-P0065034	07/29/21	12	Library Services	Library Books - Databases	CCLC COMMUNITY COLLEGE LEAGUE OF CA	25,137.90
22-P0065035	07/29/21	12	Nursing	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	15,586.30

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0065036	07/29/21	12	Kinesiology - Intercol Athlet	Instructional Supplies	NATL SPORTS APPAREL LLC	14,473.34
22-P0065037	07/29/21	12	Media Systems	Instructional Supplies	TROXELL COMM INC	1,145.88
22-P0065038	07/29/21	12	Occupational Therapy	Instructional Supplies	AOTA	850.00
22-P0065039	07/29/21	12	Occupational Therapy	Software License and Fees	SIMUCASE LLC	7,372.00
22-P0065040	07/29/21	12	MESA	Contracted Services	ORNELAS CRISTINA	1,000.00
22-P0065041	07/29/21	12	MESA	Contracted Services	CASTILLO CRYSTAL	5,500.00
22-P0065042	07/29/21	12	Public Affairs/Gov Rel Office	Advertising	LIN PHAN	4,882.00
22-P0065043	07/29/21	12	Public Affairs/Gov Rel Office	Advertising	LIN PHAN	4,802.00
22-P0065044	07/29/21	11	Business Operations' Office	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	1,883.06
22-P0065045	08/02/21	12	LAOCRC - Orange County	Contracted Services	NETWORK KINECTION LLC	149,240.00
22-P0065046	08/02/21	11	Safety & Security Office	Contracted Services	ZAROO EXPRESS SANTA ANA LLC	2,158.92
22-P0065047	08/02/21	11	Safety & Security Office	Non-Instructional Supplies	GALLS QUARTERMASTER LLC	14,999.00
22-P0065048	08/02/21	11	Digital Media Center	Contracted Services	TAB ANSWER NETWORK	40.35
22-P0065049	08/03/21	13	Admin Services Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	2,500.00
22-P0065050	08/03/21	13	Admin Services Office	Non-Instructional Supplies	SYRUS OLAMAI	700.00
22-P0065051	08/03/21	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	ACCO BRANDS USA LLC	164.01
22-P0065052	08/03/21	12	Admin Services Office	Non-Instructional Supplies	B & H PHOTO VIDEO INC	7,321.50
22-P0065053	08/03/21	12	Career Education Office	Inst Dues & Memberships	ROTARY CLUB OF ORANGE INC	150.00
22-P0065054	08/03/21	12	Biology	Equip-All Other > \$5,000	IMPLEN INC	10,025.29
22-P0065055	08/03/21	12	Public Works	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	58,516.41
22-P0065056	08/03/21	12	Continuing Education Division	Software License and Fees	VALSOFT CORPORATION	4,450.00
22-P0065057	08/03/21	33	CDC Santiago Canyon College	Non-Instructional Supplies	AMMEX	700.00
22-P0065058	08/03/21	12	Counseling	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-P0065059	08/03/21	33	CDC Santa Ana College	Food and Food Service Supplies	SMART & FINAL	100.00
22-P0065060	08/03/21	33	CDC Santiago Canyon College	Non-Instructional Supplies	SWSH ARIZONA MFG INC	800.00
22-P0065061	08/03/21	33	CDC Santiago Canyon College	Non-Instructional Supplies	SMART & FINAL	1,000.00
22-P0065062	08/03/21	33	CDC Santiago Canyon College	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
22-P0065063	08/03/21	33	CDC Santiago Canyon College	Instructional Supplies	SMART & FINAL	400.00
22-P0065065	08/03/21	33	CDC Santiago Canyon College	Food and Food Service Supplies	CLEARBROOK FARMS INC	12,000.00
22-P0065066	08/03/21	11	Safety & Security Office	Non-Instructional Supplies	MICHAEL J MACKENZIE	1,000.00
22-P0065067	08/03/21	12	Safety & Parking - DO	Contracted Repair Services	ORANGE CYCLE	1,500.00
22-P0065068	08/03/21	33	CDC Santa Ana College - East	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-P0065069	08/03/21	33	CDC Santa Ana College - East	Non-Instructional Supplies	HOME DEPOT	250.00
22-P0065070	08/03/21	33	CDC Santa Ana College - East	Non-Instructional Supplies	SMART & FINAL	500.00
22-P0065071	08/03/21	33	CDC Santa Ana College - East	Instructional Supplies	SMART & FINAL	500.00
22-P0065072	08/03/21	12	Safety & Parking - DO	Gasoline	SC FUELS	9,000.00
22-P0065073	08/03/21	12	Safety & Parking - DO	Gasoline	SC FUELS	4,000.00
22-P0065074	08/03/21	11	Fire Academy	Gasoline	RYDER TRUCK RENTAL INC	200.00
22-P0065075	08/03/21	11	CJ/Academies	Repair & Replacement Parts	IRVINE PIPE SUPPLY	2,000.00
22-P0065076	08/03/21	12	Welding	Bldg Impr - AE Fee	IDS GROUP INC	39,900.00
22-P0065077	08/03/21	33	CDC Santiago Canyon College	Food and Food Service Supplies	SYSCO FOOD SVC	7,700.00
22-P0065078	08/03/21	11	Automotive Technology/Engine	Laundry & Dry Cleaning Service	CINTAS CORP	3,000.00

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22-P0065079	08/03/21	12	Diesel	Instructional Supplies	UNITED RENTALS	250.00
22-P0065080	08/03/21	12	Reprographics	Instructional Supplies	OFFICE DEPOT	5,000.00
22-P0065081	08/03/21	11	CJ/Academies	Repair & Replacement Parts	HAJOCA CORPORATION	4,000.00
22-P0065082	08/04/21	11	Business Operations' Office	Courier/Delivery Services	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS	5,000.00
22-P0065083	08/04/21	12	Financial Aid Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	4,210.00
22-P0065084	08/04/21	33	CDC Santiago Canyon College	Instructional Supplies	HOME DEPOT	1,000.00
22-P0065085	08/04/21	33	CDC Santiago Canyon College	Non-Instructional Supplies	HOME DEPOT	1,000.00
22-P0065086	08/04/21	11	Risk Management	Other Licenses & Fees	DEPT OF TOXIC SUBSTANCES &	552.50
22-P0065087	08/04/21	12	Fire Technology	Instructional Supplies	COSMED USA, INC.	1,168.98
22-P0065089	08/04/21	12	Sci, Math, Health Sci Office	Instructional Supplies	TRIARCH INC	222.91
22-P0065090	08/04/21	12	Business Applications & Tech	Non-Instructional Supplies	B & H PHOTO VIDEO INC	3,745.51
22-P0065091	08/04/21	12	Welding	Equip-All Other >\$1,000<\$5,000	ENCORE GAS AND SUPPLY	1,347.72
22-P0065092	08/04/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	SHOCK DOCTOR INC	6,145.32
22-P0065093	08/04/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	MANHATTAN STITCHING INC	14,901.70
22-P0065094	08/04/21	12	Distance Education	Instructional Supplies	CARNEGIE MELLON UNIVERSITY	3,750.00
22-P0065095	08/04/21	12	Distance Education	Instructional Supplies	LUMEN LEARNING LLC	3,750.00
22-P0065096	08/04/21	11	Risk Management	Non-Instructional Supplies	SCHOOL HEALTH SUPPLY CO INC	669.56
22-P0065097	08/04/21	33	CDC Administration	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	1,212.28
22-P0065099	08/04/21	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	SOUTH COAST WATER CO	2,132.30
22-P0065100	08/04/21	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	378.69
22-P0065101	08/04/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF NEWPORT BEACH FIRE AND MARINE DEPT	55,707.75
22-P0065102	08/04/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF HUNTINGTON BEACH	47,545.00
22-P0065103	08/04/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF FULLERTON	16,166.50
22-P0065104	08/04/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF COSTA MESA	8,747.25
22-P0065105	08/05/21	11	Facility Planning Office	Inst Dues & Memberships	STATE OF CALIF	450.00
22-P0065106	08/05/21	12	Academic Affairs Office	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	11,143.50
22-P0065107	08/05/21	12	Library Services	Library Books - Databases	NUB GAMES, INC.	372.00
22-P0065108	08/05/21	12	Physics	Equip-Fed Prgm >\$1,000< \$5,000	APPLE COMPUTER INC	1,702.41
22-P0065109	08/05/21	12	Welding	Equip-Vehicles >\$5,000	RMF EMPIRE INC	346,993.13
22-P0065110	08/05/21	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	3,500.29
22-P0065111	08/05/21	12	Continuing Education Division	Non-Instructional Supplies	RW SMITH & CO	712.53
22-P0065112	08/05/21	41	Facility Planning Office	Bldg Impr - Other Services	PAOLI AND COMPANY LLC	4,125.00
22-P0065113	08/05/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF BREA	11,478.50
22-P0065114	08/05/21	11	Fire Academy	Instructional Agrmt - Salary	ORANGE COUNTY FIRE AUTHORITY	271,575.50
22-P0065115	08/05/21	11	Fire Academy	Instructional Agrmt - Salary	DOWNEY FIRE DEPT	24,617.00
22-P0065116	08/05/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF RIALTO	25,810.00
22-P0065117	08/05/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF RIALTO	21,133.50
22-P0065118	08/05/21	12	EOPS	Food and Food Service Supplies	SMART & FINAL	2,000.00
22-P0065119	08/05/21	11	Fire Academy	Instructional Agrmt - Salary	SAN BERNARDINO COUNTY	48,887.00
22-P0065120	08/05/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF WEST COVINA	23,499.88
22-P0065121	08/05/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF SAN CLEMENTE	1,891.50
22-P0065122	08/05/21	11	Fire Academy	Instructional Agrmt - Salary	STATE OF CALIFORNIA, DEPT OF PARKS & RECREATION	25,469.00

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22-P0065123	08/05/21	13	Library Services	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
22-P0065124	08/05/21	12	CJ/Academies	Equip-All Other > \$5,000	ADVEXURE LLC	74,295.45
22-P0065125	08/05/21	11	Academic Support - SAC	Non-Instructional Supplies	LOCDOWN.COM	1,272.42
22-P0065126	08/05/21	12	Kinesiology - Intercoll Athlet	Software License and Fees	COMPUTER SPORTS MEDICINE, INC.	600.00
22-P0065127	08/05/21	12	Fire Academy	Instructional Supplies	CASCADE FIRE EQUIPMENT	2,215.59
22-P0065128	08/05/21	12	Kinesiology - Physical Educ	Instructional Supplies	VICTOR M SANDOVAL	2,640.58
22-P0065129	08/05/21	12	Kinesiology - Physical Educ	Instructional Supplies	LAURIE ROEBUCK	1,546.95
22-P0065130	08/05/21	12	Kinesiology - Physical Educ	Instructional Supplies	LAURIE ROEBUCK	683.37
22-P0065131	08/05/21	12	Kinesiology - Physical Educ	Instructional Supplies	LAURIE ROEBUCK	628.69
22-P0065132	08/05/21	12	Kinesiology - Physical Educ	Instructional Supplies	LAURIE ROEBUCK	291.70
22-P0065133	08/05/21	12	Kinesiology - Physical Educ	Instructional Supplies	LAURIE ROEBUCK	479.52
22-P0065134	08/05/21	12	Kinesiology - Physical Educ	Instructional Supplies	LAURIE ROEBUCK	797.41
22-P0065135	08/05/21	11	Fire Technology	Instructional Supplies	POLAR PRODUCTS INC	1,339.61
22-P0065136	08/05/21	33	EHS Administration	Non-Instructional Supplies	SCHOOL HEALTH SUPPLY CO INC	264.84
22-P0065137	08/05/21	12	Nursing	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	200.22
22-P0065138	08/05/21	13	Maintenance	Repair & Replacement Parts	AIR TREATMENT CORP	5,300.00
22-P0065139	08/05/21	12	Occupational Therapy	Instructional Supplies	AMAZON COM	33.86
22-P0065140	08/09/21	13	Maintenance	Contracted Repair Services	VERNES PLUMBING INC	3,785.00
22-P0065141	08/09/21	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	3,694.71
22-P0065142	08/09/21	11	President's Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,500.00
22-P0065143	08/09/21	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-P0065144	08/09/21	13	Student Services Office	Advertising	LIVEWIRE CREATIVE SERVICES	1,047.71
22-P0065145	08/09/21	12	Biology	Equip-All Other >\$1,000<\$5,000	VWR FUNDING INC	2,529.80
22-P0065146	08/09/21	12	Kinesiology - Physical Educ	Instructional Supplies	HOME DEPOT	3,500.00
22-P0065147	08/09/21	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	4,000.00
22-P0065148	08/09/21	13	Student Services Office	Advertising	LIVEWIRE CREATIVE SERVICES	566.47
22-P0065149	08/09/21	33	EHS Administration	Food and Food Service Supplies	SMART & FINAL	500.00
22-P0065150	08/09/21	11	Transportation	Repair & Replacement Parts	TENNANT SALES & SVC CO	5,000.00
22-P0065151	08/09/21	11	Transportation	Contracted Repair Services	TENNANT SALES & SVC CO	6,000.00
22-P0065152	08/09/21	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	7,000.00
22-P0065153	08/09/21	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	7,000.00
22-P0065154	08/09/21	13	Media Systems	Contracted Services	TROXELL COMM INC	1,263.73
22-P0065155	08/09/21	12	Speech Language Path Asst Prog	Software License and Fees	SIMUCASE LLC	1,888.00
22-P0065157	08/09/21	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	4,000.00
22-P0065158	08/09/21	12	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	4,844.20
22-P0065159	08/09/21	11	Maintenance	Maint/Oper Service Agreements	STATE CHEMICAL MFG CO	12,095.76
22-P0065160	08/09/21	11	Maintenance	Contracted Services	AMERICAN CITY PEST CONTROL INC	16,800.00
* 22-P0065161	08/09/21	11	Maintenance	Contracted Services	SPORTS FACILITIES GROUP INC	2,500.00
* 22-P0065161	08/09/21	41	Administrative Services Office	Contracted Services	SPORTS FACILITIES GROUP INC	47,376.31
					PO Amt Total for * 22-P0065161:	49,876.31
22-P0065162	08/10/21	11	District Wide Technology	Software License and Fees	TECH SMITH CORP	42.25
22-P0065163	08/10/21	11	Fire Academy	Instructional Supplies	FIRE SERVICE SPECIFICATION & SUPPLY	500.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0065164	08/10/21	11	Fire Academy	Contracted Services	NATIONWIDE FIRE & SAFETY	500.00
22-P0065165	08/10/21	12	Fire Academy	Instructional Supplies	ALLSTAR FIRE EQUIPMENT	7,700.00
22-P0065166	08/10/21	12	Fire Academy	Instructional Supplies	GARY B OLSCHEWSKE	500.00
22-P0065167	08/10/21	12	Fire Academy	Instructional Supplies	CASCADE FIRE EQUIPMENT	5,000.00
22-P0065168	08/10/21	12	Fire Academy	Instructional Supplies	GANAHL LUMBER CO	9,000.00
22-P0065169	08/10/21	12	Fire Academy	Instructional Supplies	SAIDICO DIRECT INC	2,000.00
22-P0065170	08/10/21	12	Engineering	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	252.37
22-P0065171	08/10/21	12	Manufacturing Technology	Instructional Supplies	CDW GOVERNMENT INC.	116.06
22-P0065172	08/10/21	12	Fire Academy	Instructional Supplies	HOME DEPOT	6,500.00
22-P0065173	08/10/21	12	Occupational Therapy	Instructional Supplies	NORTH COAST MEDICAL INC	455.77
22-P0065174	08/10/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	AMERICAN HEART ASSOCIATION	422.24
22-P0065175	08/10/21	12	Fire Academy	Instructional Supplies	HUNTINGTON BEACH PROPANE INC	500.00
22-P0065176	08/10/21	12	Manufacturing Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	39,809.09
22-P0065177	08/10/21	11	Fire Academy	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-P0065178	08/10/21	11	Fire Academy	Contracted Repair Services	SPECTRUM GAS PRODUCTS	1,500.00
22-P0065179	08/10/21	11	Fire Academy	Contracted Repair Services	TSI INC	2,500.00
22-P0065180	08/10/21	11	Fire Academy	Contracted Repair Services	TURNOUT MAINTENANCE COMPANY, LLC	2,000.00
22-P0065181	08/10/21	11	Fire Technology	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
22-P0065182	08/10/21	11	Fire Technology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
22-P0065183	08/10/21	13	Maintenance	Non-Instructional Supplies	IRVINE PIPE SUPPLY	2,130.21
22-P0065184	08/10/21	33	CDC Santa Ana College	Food and Food Service Supplies	FARMERS AND MERCHANTS BANK OF LONG BEACH	436.95
22-P0065185	08/11/21	12	Counseling	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-P0065186	08/11/21	12	Financial Aid Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
22-P0065187	08/11/21	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	3,689.81
22-P0065188	08/11/21	12	Chemistry	Instructional Supplies	FLINN SCIENTIFIC INC	565.63
22-P0065189	08/11/21	12	Chemistry	Instructional Supplies	SIGMA ALDRICH INC	906.64
22-P0065190	08/11/21	13	President's Office	Inst Dues & Memberships	SO CALIF FOOTBALL ASSOC	2,000.00
22-P0065191	08/11/21	12	Library Services	Library Books - Databases	OCLC ONLINE COMPUTER LIBRARY CENTER INC	64.96
22-P0065192	08/11/21	13	President's Office	Inst Dues & Memberships	SOUTHERN CALIFORNIA WRESTLING ALLIANCE	674.00
22-P0065193	08/11/21	12	Financial Aid Office	Software License and Fees	NEXT GEN WEB SOLUTIONS	8,500.00
22-P0065194	08/11/21	12	Career Education Office	Software License and Fees	CCN FINANCIAL SERVICES INC	3,750.00
22-P0065195	08/11/21	12	Computer Science	Advertising	ORANGE COUNTY APT HOUSE ASSOCIATION INC.	250.00
22-P0065196	08/11/21	12	Academic Affairs Office	Equip-Fed Prgm >\$1,000< \$5,000	GOLDEN STAR TECHNOLOGY, INC.	14,054.84
22-P0065197	08/11/21	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,698.00
22-P0065198	08/11/21	11	Maintenance & Operations	Contracted Repair Services	GOLDEN STAR TECHNOLOGY, INC.	306.38
22-P0065199	08/11/21	12	District Wide Technology	Contracted Services	BLACKBELTHELP LLC	261,563.00
22-P0065200	08/11/21	12	Short-Term Vocational	Fees Paid for Students	COAST COMMUNITY	1,500.00
22-P0065201	08/11/21	12	SAC Continuing Ed-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,324.00
22-P0065204	08/12/21	12	Small Business Dev Ctr Office	Equip-Fed Prgm >\$1,000< \$5,000	SAMYS CAMERA	5,473.59
22-P0065205	08/12/21	11	Fire Academy	Other Licenses & Fees	COUNTY OF ORANGE	325.00
22-P0065206	08/12/21	12	Counseling	Contracted Services	SEHI COMPUTER PRODUCTS	3,006.00
22-P0065207	08/12/21	13	President's Office	Inst Dues & Memberships	GARDEN GROVE CHAMBER OF COMMERCE	646.00

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22-P0065208	08/12/21	13	President's Office	Inst Dues & Memberships	ORANGE EMPIRE CONFERENCE	7,000.00
22-P0065209	08/12/21	11	Occupational Therapy	Other Licenses & Fees	AOTA THE AMERICAN OCCUPATIONAL THERAPY ASSOC	4,570.00
22-P0065210	08/12/21	12	Student Development	Student Gift Cards	DON BOOKSTORE	6,800.00
* 22-P0065211	08/12/21	11	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	8,629.87
* 22-P0065211	08/12/21	12	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	8,629.89
PO Amt Total for * 22-P0065211:						17,259.76
22-P0065212	08/12/21	41	Facility Planning Office	Non-Instructional Supplies	AMAZON COM	317.91
22-P0065213	08/12/21	12	Diesel	Non-Instructional Supplies	DEARBORN GROUP INC	3,153.92
22-P0065214	08/12/21	12	Student Information Support	Contracted Services	3DI, INC.	38,000.00
22-P0065215	08/12/21	11	Fiscal Services Office	Non-Instructional Supplies	DON BOOKSTORE	49.00
22-P0065216	08/12/21	11	Digital Media Center	Contracted Services	ROGERS AND COMPANY LANDSCAPES, INC.	800.00
22-P0065217	08/16/21	11	Maintenance	Contracted Repair Services	IRONWOOD PLUMBING, INC	635.00
22-P0065218	08/16/21	12	Human Resources Office	Inst Dues & Memberships	STATE UNIVERSITY OF NEW YORK	8,000.00
22-P0065219	08/16/21	11	Chancellor's Office	Inst Dues & Memberships	NCCHC NATIONAL COMMUNITY COLLEGE	650.00
22-P0065220	08/16/21	11	Networking	Maint Contract - Other Equip	COMPUTER PROTECTION TECHNOLOGY, INC.	14,705.00
22-P0065221	08/16/21	11	Human Resources Office	Telephone & Pager Services	FARMERS AND MERCHANTS BANK OF LONG BEACH	2,000.00
22-P0065222	08/16/21	11	Transportation	Contracted Services	PETES ROAD SVC	1,000.00
22-P0065223	08/16/21	33	EHS Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
22-P0065224	08/17/21	33	CDC Santa Ana College - East	Equip-All Other >\$1,000<\$5,000	LAKESHORE LEARNING MATERIALS	6,180.53
22-P0065225	08/17/21	13	Maintenance	Contracted Services	DUTHIE POWER SVC	7,170.62
22-P0065226	08/17/21	13	Maintenance	Contracted Services	CLEAN ROOMS WEST, INC	1,576.75
22-P0065227	08/17/21	12	Biology	Instructional Supplies	AMAZON COM	49.10
22-P0065228	08/17/21	12	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	2,703.00
22-P0065229	08/17/21	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	1,624.57
22-P0065230	08/17/21	12	Continuing Education Division	Non-Instructional Supplies	DENNIS JAMES CLEEK	2,698.00
22-P0065231	08/17/21	12	Biology	Instructional Supplies	MICROTECH SCIENTIFIC	665.72
22-P0065232	08/17/21	12	Student Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
22-P0065233	08/17/21	12	Biology	Food and Food Service Supplies	PARADISE BAKERY & CAFE	768.38
22-P0065234	08/17/21	12	Student Development	Books Paid for Students	DON BOOKSTORE	7,175.00
22-P0065235	08/17/21	12	Chemistry	Instructional Supplies	VWR FUNDING INC	1,000.00
22-P0065236	08/17/21	12	Short-Term Vocational	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	38,183.12
22-P0065237	08/17/21	12	Counseling	Software License and Fees	VALSOFT CORPORATION	3,750.00
22-P0065238	08/17/21	12	Library Services	Library Books - Databases	OCLC ONLINE COMPUTER LIBRARY CENTER INC	6,547.55
22-P0065239	08/17/21	33	CDC Administration	Non-Instructional Supplies	AMAZON COM	550.16
22-P0065240	08/17/21	12	Distance Education	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	3,001.82
22-P0065241	08/17/21	12	Diesel	Instructional Supplies	MATCO TOOLS	10,833.66
22-P0065242	08/17/21	11	Maintenance	Other Licenses & Fees	SCAQMD	1,153.00
22-P0065243	08/17/21	11	Maintenance	Other Licenses & Fees	COUNTY OF ORANGE	450.00
22-P0065244	08/17/21	11	Human Resources Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,435.40
22-P0065245	08/18/21	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
22-P0065246	08/18/21	41	Facility Planning Office	Bldg Impr - Splc Ins/Mat Tes	AMERICAN ENGINEERING LABORATORIES INC	46,457.00
22-P0065247	08/18/21	41	Facility Planning Office	Bldg Impr - DSA Project Insp	KNOWLAND CONSTRUCTION SVCS	50,000.00

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22-P0065248	08/18/21	11	Human Resources Office	Fingerprinting	LIVESCAN N MORE INC	1,000.00
22-P0065249	08/18/21	11	Human Resources Office	Fingerprinting	STATE OF CALIFORNIA	11,000.00
22-P0065250	08/18/21	11	Warehouse	Lease Agreement - Facility	SCHICK RECORDS MGMT	874.19
22-P0065251	08/18/21	33	EHS Administration	Non-Instructional Supplies	AMAZON COM	1,506.57
22-P0065252	08/18/21	11	Accreditation	Other Licenses & Fees	ACCJC ACCREDITING COMMISSION	37,633.00
22-P0065253	08/18/21	11	Phillips Hall	Rental - Facility (Short-term)	MANZANITA SELF STORAGE LLC	4,568.00
22-P0065254	08/18/21	12	Public Affairs/Gov Rel Office	Contracted Services	KATRINA WILLIAMS INC	84,000.00
22-P0065255	08/18/21	13	Maintenance	Contracted Repair Services	ABBA TERMITE & PEST CONTROL INC	780.00
22-P0065256	08/18/21	33	CDC Centennial Education Ctr	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	3,372.55
22-P0065257	08/18/21	12	Financial Aid Office	Food and Food Service Supplies	STATER BROS	250.00
22-P0065259	08/19/21	12	Public Affairs/Gov Rel Office	Contracted Services	KXOS RADIO LLC	5,900.00
22-P0065260	08/19/21	11	Chancellor's Office	Inst Dues & Memberships	CCLC COMMUNITY COLLEGE LEAGUE OF CA	2,000.00
22-P0065261	08/19/21	11	Digital Media Center	Contracted Services	P2S ENGINEERING INC	6,000.00
22-P0065262	08/19/21	12	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	518.94
22-P0065263	08/19/21	11	Maintenance	Non-Instructional Supplies	SUPERIOR ELECTRIC MOTOR SERVICE INC	4,000.00
22-P0065264	08/19/21	11	Equal Opportunity & Compliance	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	250.00
22-P0065265	08/19/21	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	8,680.48
22-P0065266	08/19/21	12	Continuing Education Division	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	2,242.44
22-P0065267	08/19/21	13	Admin Services Office	Non-Instructional Supplies	AMAZON COM	49.20
22-P0065268	08/19/21	43	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	40,597.37
22-P0065269	08/19/21	11	Fire Academy	Contracted Repair Services	SAHAKIAN HAYREGH	4,962.14
22-P0065270	08/19/21	13	Admin Services Office	Public Agencies' Assess & Fees	COUNTY OF ORANGE	582.00
22-P0065271	08/19/21	12	Academic Affairs Office	Equip-Fed Prgm >\$1,000< \$5,000	APPLE COMPUTER INC	32,995.56
22-P0065272	08/19/21	13	Continuing Education Division	Contracted Services	SEHI COMPUTER PRODUCTS	3,440.00
22-P0065273	08/19/21	12	Continuing Education Division	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	2,460.35
* 22-P0065274	08/19/21	11	Athletics	Inst Dues & Memberships	ORANGE EMPIRE CONFERENCE	1,400.00
* 22-P0065274	08/19/21	13	Athletics	Inst Dues & Memberships	ORANGE EMPIRE CONFERENCE	5,600.00
PO Amt Total for * 22-P0065274:						7,000.00
22-P0065275	08/19/21	12	Continuing Education Division	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	3,090.90
22-P0065276	08/19/21	12	Public Affairs/Gov Rel Office	Reproduction/Printing Expenses	HAGGARTY PRINTING INC	16,561.10
22-P0065277	08/19/21	12	Academic Affairs Office	Instructional Supplies	B & H PHOTO VIDEO INC	3,288.43
22-P0065278	08/19/21	12	Chemistry	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	622.67
22-P0065279	08/19/21	13	Student Services Office	Advertising	DIRECTIONAL AD-VANTAGE HOLDINGS LLC	3,835.00
22-P0065280	08/19/21	12	Veterans Resource Center	Food and Food Service Supplies	CLAUDBASE VENTURES INC	695.64
22-P0065281	08/20/21	11	Maintenance & Operations	Contracted Services	AIR TREATMENT CORP	550.00
22-P0065282	08/20/21	12	Biology	Instructional Supplies	VWR FUNDING INC	3,000.00
22-P0065283	08/20/21	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	3,000.00
22-P0065284	08/20/21	12	EOPS	Food and Food Service Supplies	ALBERTSONS/SAFEWAY	700.00
22-P0065285	08/20/21	12	Academic Affairs Office	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	4,545.07
22-P0065286	08/20/21	12	Admin Services Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	155.57
22-P0065287	08/20/21	11	Communications & Media Studies	Contracted Services	WPENGINE, INC.	626.81
22-P0065288	08/20/21	12	Manufacturing Technology	Software License and Fees	PATON GROUP	3,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0065289	08/20/21	12	Upward Bound	Non-Instructional Supplies	PROMOTIONAL DESIGN CONCEPTS INC	2,422.43
22-P0065290	08/20/21	12	Diesel	Equip-All Other >\$1,000<\$5,000	ATEK FLUIDALL LLC	4,164.19
22-P0065291	08/20/21	12	Diesel	Equip-All Other > \$5,000	SSSN LLC	10,402.88
22-P0065292	08/20/21	12	Diesel	Equip-All Other >\$1,000<\$5,000	MIDWEST MOTOR SUPPLY CO, INC.	4,313.48
22-P0065293	08/20/21	11	Fire Academy	Contracted Repair Services	CONNECT WRIGHT LLC	1,375.00
22-P0065294	08/20/21	12	Upward Bound	Software License and Fees	HEIBERG CONSULTING INC	1,599.00
22-P0065295	08/20/21	12	Biology	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	2,500.00
22-P0065296	08/20/21	12	Biology	Instructional Supplies	ALBERTSONS/SAFEWAY	600.00
22-P0065297	08/20/21	12	Biology	Instructional Supplies	PHILADELPHIA SECURITY PRODUCTS INC	237.38
22-P0065298	08/20/21	12	Admin Services Office	Non-Instructional Supplies	B & H PHOTO VIDEO INC	548.00
22-P0065299	08/20/21	12	Counseling	Non-Instructional Supplies	EAGLE GRAPHICS INC	739.11
22-P0065300	08/20/21	12	Physics	Software License and Fees	VERNIER SOFTWARE & TECHNOLOGY LLC	5,676.00
22-P0065301	08/20/21	13	Maintenance	Repair & Replacement Parts	ONICON INCORPORATED	5,186.35
22-P0065302	08/20/21	12	Automotive Technology/Engine	Contracted Services	SAFETY-KLEEN SYSTEMS INC	564.38
22-P0065303	08/23/21	11	Risk Management	Non-Instructional Supplies	B & H PHOTO VIDEO INC	93.49
22-P0065304	08/23/21	12	Automotive Technology/Engine	Instructional Supplies	THE REINALT-THOMAS CORPORATION	2,199.21
22-P0065305	08/23/21	11	Distance Education	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	700.00
22-P0065306	08/23/21	12	Fine & Performing Arts Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
22-P0065307	08/23/21	12	Family & Consumer Studies	Instructional Supplies	INGARDIA BROS PRODUCE INC	5,000.00
22-P0065308	08/23/21	11	Manufacturing Technology	Laundry & Dry Cleaning Service	CINTAS CORP	2,400.00
22-P0065309	08/23/21	12	Family & Consumer Studies	Instructional Supplies	SMART & FINAL	2,000.00
22-P0065310	08/23/21	12	Public Affairs/Gov Rel Office	Contracted Services	ONE ZERO DIGITAL MEDIA LLC	3,500.00
22-P0065311	08/23/21	11	Business Operations' Office	Inst Dues & Memberships	CCFC COMMUNITY COLLEGE FACILITY COALITION	1,383.00
22-P0065312	08/23/21	11	Chancellor's Office	Conference Expenses - Travel	FARMERS AND MERCHANTS BANK OF LONG BEACH	495.00
22-P0065313	08/24/21	11	Business Operations' Office	Equip-All Other >\$1,000<\$5,000	CN SCHOOL AND OFFICE SOLUTIONS INC	1,086.25
22-P0065314	08/24/21	12	Counseling	Software License and Fees	VALSOFT CORPORATION	5,800.00
22-P0065315	08/24/21	12	Student Equity	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	206.44
22-P0065316	08/24/21	13	Maintenance	Contracted Services	HEID JARED STEPHEN	1,800.00
22-P0065317	08/24/21	12	Short-Term Vocational	Equip-All Other >\$1,000<\$5,000	THE DICKLER CORPORATION	6,718.49
22-P0065318	08/24/21	12	Admin Services Office	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	19,505.06
22-P0065319	08/24/21	12	Resource Development	Contracted Services	QUARTERMAIN MEDIA, LLC	14,750.00
22-P0065320	08/24/21	13	Maintenance	Contracted Services	COAST ELECTRIC	2,050.99
22-P0065321	08/24/21	12	Academic Affairs Office	Instructional Supplies	B & H PHOTO VIDEO INC	2,904.14
22-P0065322	08/24/21	12	EOPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-P0065323	08/24/21	33	EHS Administration	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	398.57
22-P0065324	08/24/21	61	Risk Management	Instructional Supplies	POCKET NURSE	4,656.87
22-P0065325	08/24/21	12	Veterans Resource Center	Software License and Fees	HEIBERG CONSULTING INC	1,599.00
22-P0065326	08/24/21	12	Career Ed & Work Dev Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
22-P0065327	08/25/21	13	Santiago Canyon College	Advertising	FOOTHILLS SENTRY INC	2,080.00
22-P0065328	08/25/21	12	EOPS	Books Paid for Students	DON BOOKSTORE	62,500.00
22-P0065329	08/25/21	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	2,559.25
22-P0065330	08/25/21	12	Student Equity	Books Paid for Students	DON BOOKSTORE	2,250.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0065331	08/25/21	12	Engineering	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	6,364.08
22-P0065332	08/25/21	12	Legal Studies	Software License and Fees	NATIONAL SOCIETY FOR LEGAL TECHNOLOGY, INC.	14,400.00
22-P0065333	08/25/21	12	Engineering	Software License and Fees	PATON GROUP	240.00
22-P0065334	08/25/21	12	Geography	Equip-Fed Prgm >\$1,000< \$5,000	B & H PHOTO VIDEO INC	1,629.26
22-P0065335	08/25/21	12	Career Education Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
22-P0065337	08/25/21	12	Biology	Instructional Supplies	VWR FUNDING INC	331.68
22-P0065338	08/25/21	12	Nursing	Equip-All Other >\$1,000<\$5,000	STRYKER SALES CORPORATION	3,627.98
22-P0065339	08/25/21	11	District Wide Technology	Non-Instructional Supplies	AMAZON COM	56.33
22-P0065340	08/25/21	11	District Wide Technology	Contracted Services	AVIDEX INDUSTRIES LLC	1,254.49
22-P0065341	08/25/21	12	Admin Services Office	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	2,467.40
22-P0065342	08/25/21	12	Public Affairs/Gov Rel Office	Contracted Services	MIND ENHANCEMENT NETWORK FOR TRAINING EXCELL	5,500.00
22-P0065343	08/25/21	12	Occupational Therapy	Instructional Supplies	S&S WORLDWIDE INC	391.30
22-P0065344	08/25/21	12	Biology	Instructional Supplies	VWR FUNDING INC	6,150.07
22-P0065345	08/25/21	12	Biology	Instructional Supplies	VWR FUNDING INC	1,449.14
22-P0065346	08/25/21	12	Occupational Therapy	Books, Mags & Subscrip-Non-Lib	INTERNATIONAL CLINICAL EDUCATORS INC	1,775.00
22-P0065347	08/25/21	12	Manufacturing Technology	Software License and Fees	PATON GROUP	3,790.00
22-P0065348	08/26/21	11	District Wide Technology	Contracted Services	FINAL CONNECTION, INC	422.19
22-P0065349	08/26/21	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	3,075.00
22-P0065350	08/26/21	12	Public Affairs/Gov Rel Office	Contracted Services	MIND ENHANCEMENT NETWORK FOR TRAINING EXCELL	300.00
22-P0065351	08/26/21	12	Public Affairs/Gov Rel Office	Contracted Services	MIND ENHANCEMENT NETWORK FOR TRAINING EXCELL	690.00
22-P0065352	08/26/21	11	Public Affairs/Gov Rel Office	Reproduction/Printing Expenses	HAGGARTY PRINTING INC	1,265.27
22-P0065353	08/26/21	33	CDC Administration	Contracted Services	WALSVICK JENNIFER EILEEN	24,000.00
22-P0065354	08/26/21	12	Fire Academy	Non-Instructional Supplies	ELEIKO SPORT, INC.	4,885.70
22-P0065355	08/26/21	11	Manufacturing Technology	Contracted Repair Services	MACHINING TIME SAVERS, INC.	2,000.00
22-P0065356	08/26/21	12	Career Education Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-P0065357	08/26/21	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	917.26
22-P0065358	08/26/21	12	Student Equity	Non-Instructional Supplies	AMAZON COM	72.04
22-P0065359	08/26/21	12	Biology	Instructional Supplies	VWR FUNDING INC	1,672.97
22-P0065360	08/26/21	11	Chancellor's Office	Conference Expenses - Travel	FARMERS AND MERCHANTS BANK OF LONG BEACH	1,556.81
22-P0065361	08/26/21	11	Chancellor's Office	Inst Dues & Memberships	BOARD OF GOVERNORS	11,800.00
22-P0065362	08/26/21	13	Santiago Canyon College	Advertising	RJE MOORE INC	1,229.07
22-P0065363	08/26/21	12	Chemistry	Instructional Supplies	VWR FUNDING INC	226.64
22-P0065364	08/26/21	11	Student Information Support	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	269.82
22-P0065365	08/26/21	12	Fire Academy	Non-Instructional Supplies	COULTER VENTURES, LLC	6,056.36
22-P0065366	08/26/21	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	HUMANSCALE	24,471.57
22-P0065367	08/27/21	12	Admin Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	411.04
22-P0065368	08/27/21	13	Maintenance	Repair & Replacement Parts	ZARETSKY ENGINEERING SOLUTIONS	546.42
22-P0065369	08/27/21	12	Biology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	300.86
22-P0065370	08/30/21	11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	323.51
22-P0065371	08/30/21	12	Safety & Parking - DO	Software License and Fees	COMPETITIVE EDGE SOFTWARE LLC	166.90
22-P0065372	08/30/21	12	Distance Education	Software License and Fees	CREDLY INC	10,000.00
22-P0065373	08/30/21	12	Biology	Equip-All Other > \$5,000	GEMINI BIOPRODUCTS, LLC	8,565.20

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0065374	08/30/21	12	Biology	Equip-All Other > \$5,000	SO-LOW ENVIRONMENTAL	7,429.01
22-P0065375	08/30/21	11	Maintenance & Operations	Contracted Repair Services	ACADEMY ELECTRIC INC	647.54
22-P0065376	08/30/21	12	Counseling	Software License and Fees	INFORMATICS HOLDINGS, INC.	3,995.00
22-P0065377	08/30/21	12	Fire Academy	Non-Instructional Supplies	BELLS OF STEEL USA INC	1,712.43
22-P0065378	08/30/21	12	Fire Academy	Equip-All Other >\$1,000<\$5,000	CENTRAL PRODUCTS LLC	4,543.71
22-P0065379	08/30/21	12	Veterans Resource Center	Food and Food Service Supplies	CLAUDBASE VENTURES INC	931.10
22-P0065380	08/30/21	12	Deaf & Hard of Hearing	Contracted Services	QUICK CAPTION	5,000.00
22-P0065381	08/30/21	12	Assessment	Software License and Fees	NETOP	206.00
22-P0065382	08/30/21	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	2,542.79
22-P0065383	08/30/21	33	CDC Santiago Canyon College	Food and Food Service Supplies	SYSCO FOOD SVC	6,300.00
22-P0065384	08/30/21	33	CDC Centennial Education Ctr	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	4,982.16
22-P0065385	08/30/21	13	Maintenance	Non-Instructional Supplies	GANAHL LUMBER CO	5,000.00
22-P0065386	08/30/21	11	Maintenance	Non-Instructional Supplies	DUNN EDWARDS CORP	6,000.00
22-P0065387	08/30/21	12	Learning Support Center	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
22-P0065388	08/30/21	12	Humanities & Social Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	7,500.00
22-P0065389	08/30/21	12	Upward Bound	Non-Instructional Supplies	DON BOOKSTORE	5,100.00
22-P0065390	08/30/21	61	Risk Management	Property & Liability Self-Ins	STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES	22,652.00
22-P0065391	08/30/21	12	Biology	Equip-All Other >\$1,000<\$5,000	GILSON INC	8,427.55
22-P0065392	08/30/21	11	Risk Management	Other Licenses & Fees	COUNTY OF ORANGE	104.00
22-P0065393	08/30/21	12	Biology	Equip-All Other >\$1,000<\$5,000	FISHER SCIENTIFIC	3,066.38
22-P0065394	08/30/21	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	14,872.24
22-P0065395	08/31/21	12	Maintenance	Equip-Fed Prgm > \$5,000	HILLYARD FLOOR CARE SUPPLY	22,569.13
22-P0065396	08/31/21	12	Student Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	43.77
* 22-P0065397	08/31/21	11	Administrative Services Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	240.79
* 22-P0065397	08/31/21	12	Family & Consumer Studies	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	37,711.05
PO Amt Total for * 22-P0065397:						37,951.84
22-P0065398	08/31/21	11	Maintenance	Contracted Repair Services	AMTEK CONSTRUCTION	942.29
22-P0065399	08/31/21	11	Fine & Performing Arts Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	400.00
22-P0065400	08/31/21	12	Art	Instructional Supplies	KUTTING EDGE DESIGN LLC	513.48
22-P0065401	08/31/21	33	EHS Administration	Non-Instructional Supplies	AMAZON COM	21.82
22-P0065402	08/31/21	12	Business Applications & Tech	Equip-All Other >\$1,000<\$5,000	NETWORLD SPORTS LTD	1,768.05
22-P0065403	08/31/21	12	Biology	Food and Food Service Supplies	PARADISE BAKERY & CAFE	372.49
22-P0065404	08/31/21	12	Academic Affairs Office	Instructional Supplies	B & H PHOTO VIDEO INC	851.60
22-P0065405	08/31/21	12	Student Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	100.00
22-P0065406	08/31/21	12	Academic Affairs Office	Instructional Supplies	B & H PHOTO VIDEO INC	234.93
22-P0065407	09/01/21	11	Mailroom	Postage	POSTMASTER	200,000.00
22-P0065408	09/01/21	12	Biology	Instructional Supplies	COUNTY OF ORANGE	55.00
22-P0065409	09/01/21	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	820.42
22-P0065410	09/01/21	12	Biology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	317.23
22-P0065411	09/01/21	11	Academic Affairs Office-VP	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
22-P0065412	09/01/21	12	Student Services Office	Food and Food Service Supplies	SMART & FINAL	2,000.00
22-P0065413	09/01/21	12	Engineering	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	9,790.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0065414	09/01/21	12	Financial Aid Office	Non-Instructional Supplies	AMAZON COM	32.76
22-P0065415	09/01/21	12	Engineering	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	966.86
22-P0065416	09/01/21	33	CDC Santa Ana College	Food and Food Service Supplies	SYSCO FOOD SVC	10,000.00
22-P0065417	09/01/21	33	CDC Santa Ana College	Food and Food Service Supplies	SYSCO FOOD SVC	4,000.00
22-P0065418	09/01/21	12	Distance Education	Instructional Supplies	LUMEN LEARNING LLC	430.00
22-P0065419	09/01/21	12	Fire Academy	Instructional Supplies	DEPT OF FORESTRY & FIRE PROTECTION	50,000.00
22-P0065420	09/01/21	12	Continuing Education Division	Instructional Supplies	SEHI COMPUTER PRODUCTS	156,261.88
22-P0065421	09/02/21	12	Deaf & Hard of Hearing	Contracted Services	GOODWILL INDUSTRIES OF ORANGE COUNTY	5,000.00
22-P0065422	09/02/21	13	Custodial	Non-Instructional Supplies	MEDIC AIR LLC	54,219.90
22-P0065423	09/02/21	12	Diesel	Instructional Supplies	CARQUEST AUTO PARTS	2,000.00
22-P0065424	09/02/21	33	CDC Santa Ana College - East	Non-Instructional Supplies	AMAZON COM	26.15
22-P0065425	09/02/21	11	Business Operations' Office	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	1,000.00
22-P0065426	09/02/21	33	CDC Centennial Education Ctr	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
22-P0065427	09/02/21	12	Biology	Instructional Supplies	SILPAK INC	49.81
22-P0065428	09/02/21	12	SAC Continuing Ed-Instruction	Instructional Supplies	DENNIS JAMES CLEEK	1,324.00
22-P0065429	09/03/21	11	Grounds	Non-Instructional Supplies	ALLIED REFRIGERATION INC	5,511.20
22-P0065430	09/03/21	11	Digital Media Center	Contracted Services	PROFESSIONAL PLUMBING &	1,290.00
22-P0065431	09/03/21	11	Fire Technology	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	151.96
22-P0065432	09/03/21	11	Fire Academy	Rental-Equipment (Short-term)	RYDER TRUCK RENTAL INC	250.00
22-P0065433	09/03/21	12	Veterans Resource Center	Non-Instructional Supplies	ALADDIN GIFT FLOWERS	622.73
22-P0065434	09/03/21	11	Grounds	Non-Instructional Supplies	ALLIED REFRIGERATION INC	1,594.13
22-P0065435	09/03/21	12	Automotive Technology/Engine	Instructional Supplies	AIRGAS, INC.	1,226.77
22-P0065436	09/03/21	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	9,871.54
22-P0072758	07/26/21	12	Library Services	Library Books - Databases	OCLC ONLINE COMPUTER LIBRARY	2,568.69
22-P0229107	08/02/21	13	Biology	Rental-Equipment (Short-term)	EVOQUA WATER TECH LLC	8,901.10
22-P0229198	07/21/21	12	DSPS Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	350.00
22-P0229199	07/21/21	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	98,427.00
22-P0229200	07/21/21	11	District Wide Technology	Software Support Service-Fixed	AD ASTRA INFORMATION SYSTEM LLC	15,986.25
22-P0229201	07/21/21	11	District Wide Technology	Software Support Service-Fixed	AD ASTRA INFORMATION SYSTEM LLC	17,970.75
22-P0229202	07/21/21	41	Continuing Education Division	Security Systems & Services	BOYD & ASSOCIATES	312.00
22-P0229203	08/31/21	12	Safety & Parking - DO	Software License and Fees	RAVE WIRELESS, INC	40,666.53
22-P0229204	07/21/21	11	District Wide Technology	Telecommunication Circuits	WILSHIRE CONNECTION LLC	114,000.00
22-P0229205	07/21/21	12	Safety & Parking - DO	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,976.20
22-P0229206	07/21/21	12	Safety & Parking - DO	Excess/Copies Usage	KONICA MINOLTA BUSINESS	500.00
22-P0229207	07/21/21	12	Safety & Parking - DO	Excess/Copies Usage	XEROX CORP	2,112.54
22-P0229208	07/21/21	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	3,667.00
22-P0229209	07/22/21	11	SAC Continuing Ed-Instruction	Excess/Copies Usage	XEROX CORP	1,345.62
22-P0229210	07/26/21	11	District Wide Technology	Software License and Fees	INFO-TECH RESEARCH GROUP INC.	3,900.00
22-P0229211	07/26/21	11	Maintenance	Maint/Oper Service Agreements	CHEROKEE CHEMICAL CO INC	6,960.00
22-P0229212	07/27/21	12	Resource Development	Contracted Services	MOUNT SAN ANTONIO COMMUNITY COLLEGE DISTRICT	5,000.00
22-P0229213	07/27/21	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY	5,000.00
22-P0229214	07/27/21	12	Resource Development	Contracted Services	GLENDALE COMMUNITY COLLEGE DISTRICT	5,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0229215	07/27/21	12	Resource Development	Contracted Services	EL CAMINO COMMUNITY COLLEGE DISTRICT	10,000.00
22-P0229216	07/27/21	11	Maintenance	Maint/Oper Service Agreements	GARCIA ALBERTO	2,640.00
22-P0229217	07/27/21	11	District Wide Technology	Software Support Service-Fixed	PPT HOLDINGS I, LLC	1,417.78
22-P0229218	07/28/21	12	Financial Aid Office	Maint Contract - Office Equip	XEROX CORP	419.52
22-P0229219	07/28/21	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	STERIS CORP	9,548.10
22-P0229220	07/29/21	11	Art Gallery	Lease Agreement - Facility	SANTORA GROUP LLC	26,400.00
22-P0229221	07/29/21	11	CJ/Academies	Instructional Agrmt - Salary	CALIF NARCOTIC OFFICERS ASSOC	110,000.00
22-P0229222	07/29/21	11	CJ/Academies	Instructional Agrmt - Salary	CITY OF TUSTIN	21,000.00
22-P0229223	07/29/21	11	CJ/Academies	Instructional Agrmt - Salary	ADLERHORST INTL LLC	60,000.00
22-P0229224	07/29/21	11	CJ/Academies	Instructional Agrmt - Salary	SERRATO AND ASSOCIATES	60,000.00
22-P0229225	07/29/21	11	CJ/Academies	Instructional Agrmt - Salary	CITY OF SANTA ANA	50,000.00
22-P0229226	07/29/21	11	CJ/Academies	Instructional Agrmt - Salary	CITY OF FULLERTON	6,000.00
22-P0229228	07/29/21	11	Fire Academy	Lease Agreement - Facility	CENTRAL NET OPERATIONS AUTHORITY	70,000.00
22-P0229229	07/29/21	11	Cosmetology	Instructional Agrmt - Salary	SANTA ANA BEAUTY ACADEMY	200,000.00
22-P0229230	08/03/21	61	Risk Management	Legal Expenses	NICOLE MILLER & ASSOC INC	50,000.00
22-P0229231	08/03/21	61	Risk Management	Legal Expenses	NICOLE MILLER & ASSOC INC	7,500.00
22-P0229233	08/04/21	11	Chemistry	Rental-Equipment (Short-term)	EVOQUA WATER TECH LLC	3,007.28
22-P0229234	08/19/21	11	Equal Opportunity & Compliance	Legal Expenses	GRAND RIVER SOLUTIONS, INC.	2,500.00
22-P0229235	08/04/21	11	Chemistry	Maint Contract - Other Equip	THERMO ELECTRON NORTH AMERICA LLC	2,663.00
22-P0229236	08/04/21	11	Digital Media Center	Contracted Services	EXCELSIOR ELEVATOR CORPORATION	10,692.00
22-P0229237	08/04/21	11	Digital Media Center	Maint/Oper Service Agreements	VIEJO SWEEPING SERVICES	1,380.00
22-P0229238	08/04/21	11	Digital Media Center	Maint Contract - Other Equip	WARE DISPOSAL CO INC	2,366.16
22-P0229239	08/05/21	11	Maintenance	Excess/Copies Usage	XEROX CORP	955.60
22-P0229240	08/10/21	12	Financial Aid Office	Excess/Copies Usage	XEROX CORP	238.68
22-P0229241	08/10/21	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	PACIFIC CLINICS	22,000.00
22-P0229242	08/11/21	12	LA/OC Regional Consortia	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	3,119.00
22-P0229243	08/11/21	12	LA/OC Regional Consortia	Excess/Copies Usage	KONICA MINOLTA BUSINESS	5,600.00
22-P0229244	08/12/21	13	Maintenance	Maint/Oper Service Agreements	ORKIN PEST CONTROL	16,800.00
22-P0229245	08/12/21	12	Resource Development	Contracted Services	PLACENTIA YORBA LINDA	318,750.00
22-P0229246	08/16/21	61	Risk Management	Legal Expenses	NICOLE MILLER & ASSOC INC	50,000.00
22-P0229247	08/16/21	11	Educational Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	3,070.89
22-P0229248	08/16/21	11	Educational Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,490.00
22-P0229249	08/17/21	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	TALLER SAN JOSE HOPE BUILDERS	63,000.00
22-P0229250	08/18/21	11	Operations	Trash Disposal	WARE DISPOSAL CO INC	8,730.24
22-P0229251	08/18/21	33	CDC Santa Ana College	Excess/Copies Usage	XEROX CORP	480.00
22-P0229252	08/18/21	12	Administrative Services Office	Maint/Oper Service Agreements	VIEJO SWEEPING SERVICES	2,275.00
22-P0229253	08/18/21	11	SAC Continuing Ed-Instruction	Excess/Copies Usage	XEROX CORP	2,832.03
22-P0229254	08/18/21	11	Risk Management	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,303.95
22-P0229255	08/18/21	11	Risk Management	Excess/Copies Usage	KONICA MINOLTA BUSINESS	700.00
22-P0229256	08/19/21	11	Equal Opportunity & Compliance	Legal Expenses	VAN DERMYDEN MADDUX LAW CORPORATION	50,000.00
22-P0229257	08/19/21	11	CJ/Academies	Contracted Services	ANIMAL PEST MGMT SERVICES INC	1,950.00
22-P0229258	08/20/21	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	GOODWILL INDUSTRIES OF ORANGE COUNTY	7,500.00

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Legend: * = Multiple Funds for this P.O.

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07/18/21 thru 09/04/21

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0229259	08/24/21	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY	5,000.00
22-P0229260	08/25/21	11	District Wide Technology	Software License and Fees	DLT SOLUTIONS, LLC	2,611.70
22-P0229261	08/26/21	11	District Wide Technology	Software Support Service-Fixed	PDQ.COM CORPORATION	900.00
22-P0229262	08/26/21	11	District Wide Technology	Software License and Fees	PLURALSIGHT LLC	963.91
22-P0229263	08/26/21	11	District Wide Technology	Contracted Services	DATA CLEAN CORP	2,135.00
22-P0229264	08/26/21	12	Small Business Dev Ctr Office	Excess/Copies Usage	XEROX CORP	2,500.90
22-P0229265	08/27/21	11	District Wide Technology	Software Support Service-Fixed	PRESIDIO NETWORKED SOLUTIONS	149,792.89
22-P0229266	08/30/21	13	Maintenance	Maint/Oper Service Agreements	EXCELSIOR ELEVATOR CORPORATION	174,624.00
22-P0229267	08/30/21	11	Resource Development	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,295.00
22-P0229268	08/30/21	11	Resource Development	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	985.57
22-P0229269	08/31/21	11	Safety & Parking - DO	Communications Maintenance	CASE EMERGENCY SYSTEMS, INC.	18,000.00
22-P0229270	09/01/21	11	Administrative Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	3,070.89
22-P0229271	09/01/21	11	Administrative Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,500.00
22-P0229272	09/01/21	12	Deaf & Hard of Hearing	Contracted Services	ACCURATE COMMUNICATION INC	5,000.00
22-P0229273	09/01/21	12	Deaf & Hard of Hearing	Contracted Services	GOODWILL INDUSTRIES OF ORANGE COUNTY	5,000.00
22-P0229274	09/01/21	12	Deaf & Hard of Hearing	Contracted Services	QUICK CAPTION	5,000.00
22-P0229275	09/03/21	12	Research	Software License and Fees	ALTERYX INC	10,131.28
Grand Total:						\$7,755,902.45

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-DON003018	8/2/2021	31	SAC BOOKSTORE	General Merchandise	TEAMWORK	\$4,350.00
GM-DON003019	7/22/2021	31	SAC BOOKSTORE	General Merchandise	A&E DISTRIBUTION	\$6,527.42
GM-DON003020	7/26/2021	31	SAC BOOKSTORE	General Merchandise	PARKER ENTERPRISES	\$145.56
GM-DON003021	8/16/2021	31	SAC BOOKSTORE	General Merchandise	BONA FIDE POMADE, INC	\$830.70
GM-DON003024	8/16/2021	31	SAC BOOKSTORE	General Merchandise	PARKER ENTERPRISES	\$544.78
GM-DON003026	8/25/2021	31	SAC BOOKSTORE	General Merchandise	PARKER ENTERPRISES	\$1,454.31
GM-DON003027	8/30/2021	31	SAC BOOKSTORE	General Merchandise	PARKER ENTERPRISES	\$751.06
GM-DON003028	8/23/2021	31	SAC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$1,170.76
GM-DON003029	8/26/2021	31	SAC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$625.56
GM-DON003032	9/2/2021	31	SAC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$879.61
GM-DON003033	9/2/2021	31	SAC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$167.33
GM-HAWK003606	7/20/2021	31	SCC BOOKSTORE	General Merchandise	HAMILTON BELL CO	\$1,947.12
GM-HAWK003607	7/20/2021	31	SCC BOOKSTORE	General Merchandise	EL DORADO TRADING GROUP	\$969.00
GM-HAWK003608	7/20/2021	31	SCC BOOKSTORE	General Merchandise	SAMSILL	\$42.63
GM-HAWK003610	8/4/2021	31	SCC BOOKSTORE	General Merchandise	EL DORADO TRADING GROUP	\$4,919.96
GM-HAWK003611	8/5/2021	31	SCC BOOKSTORE	General Merchandise	A&E DISTRIBUTION	\$3,138.34
GM-HAWK003612	8/9/2021	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$695.66
GM-HAWK003615	8/17/2021	31	SCC BOOKSTORE	General Merchandise	NEIL ENTERPRISES	\$283.00
GM-HAWK003616	8/17/2021	31	SCC BOOKSTORE	General Merchandise	A&E DISTRIBUTION	\$1,065.24
GM-HAWK003618	8/25/2021	31	SCC BOOKSTORE	General Merchandise	LEAGUE COLLEGIATE WEAR	\$732.00
GM-HAWK003619	8/31/2021	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$346.90
GM-HAWK003620	8/31/2021	31	SCC BOOKSTORE	General Merchandise	SPIRIT PRODUCTS	\$442.80
GM-HAWK003623	9/1/2021	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$1,049.99
GM-HAWK003624	9/2/2021	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$303.49
GM-HAWK003625	9/3/2021	31	SCC BOOKSTORE	General Merchandise	GRAD AWARDS	\$1,595.00
TX-DON006727	8/6/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$11,660.00
TX-DON006728	8/7/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$10,254.01
TX-DON006730	8/9/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$8,760.00
TX-DON006731	8/9/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$16,800.00
TX-DON006732	8/9/2021	31	SAC BOOKSTORE	Textbook	JONES & BARTLETT LEARNING	\$4,823.65
TX-DON006733	8/9/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$8,907.65
TX-DON006734	8/10/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$15,488.18
TX-DON006735	8/10/2021	31	SAC BOOKSTORE	Textbook	NORTON, INC.	\$13,483.14
TX-DON006736	8/10/2021	31	SAC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$4,434.97
TX-DON006737	8/10/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$13,756.05
TX-DON006738	8/10/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$5,437.50
TX-DON006739	8/10/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$1,756.25
TX-DON006740	8/10/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$3,255.31

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006741	8/11/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$377.90
TX-DON006742	8/11/2021	31	SAC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$1,818.64
TX-DON006743	8/11/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$5,724.00
TX-DON006744	8/11/2021	31	SAC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$439.05
TX-DON006745	8/11/2021	31	SAC BOOKSTORE	Textbook	INGRAM BOOK CO	\$1,234.14
TX-DON006746	8/11/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$3,249.75
TX-DON006748	8/11/2021	31	SAC BOOKSTORE	Textbook	VISTA HIGHER LEARNING	\$3,925.00
TX-DON006749	8/12/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$1,060.00
TX-DON006750	8/12/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$3,250.00
TX-DON006751	8/12/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$2,600.00
TX-DON006752	8/12/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$4,095.00
TX-DON006754	8/16/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$114.80
TX-DON006755	8/16/2021	31	SAC BOOKSTORE	Textbook	SLACK INCORPORATED	\$855.40
TX-DON006756	8/16/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$164.64
TX-DON006757	8/16/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$150.00
TX-DON006758	8/16/2021	31	SAC BOOKSTORE	Textbook	JONES & BARTLETT LEARNING	\$5,622.60
TX-DON006759	8/16/2021	31	SAC BOOKSTORE	Textbook	XANEDU	\$248.10
TX-DON006760	8/16/2021	31	SAC BOOKSTORE	Textbook	ELSEVIER HEALTH SCIENCE	\$3,993.00
TX-DON006763	8/16/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$3,500.00
TX-DON006764	8/17/2021	31	SAC BOOKSTORE	Textbook	NORTON, INC.	\$1,378.00
TX-DON006765	8/17/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$1,394.85
TX-DON006766	8/17/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$8,840.00
TX-DON006767	8/17/2021	31	SAC BOOKSTORE	Textbook	CADCIM TECHNOLOGIES	\$420.00
TX-DON006768	8/17/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$2,029.86
TX-DON006769	8/17/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$75.00
TX-DON006770	8/17/2021	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	\$6,382.32
TX-DON006772	8/17/2021	31	SAC BOOKSTORE	Textbook	VINDY	\$375.00
TX-DON006773	8/18/2021	31	SAC BOOKSTORE	Textbook	XANEDU	\$218.60
TX-DON006775	8/18/2021	31	SAC BOOKSTORE	Textbook	NORTON, INC.	\$3,180.00
TX-DON006776	8/18/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	223.68
TX-DON006777	8/18/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	402.87
TX-DON006779	8/18/2021	31	SAC BOOKSTORE	Textbook	JONES & BARTLETT LEARNING	5264
TX-DON006780	8/19/2021	31	SAC BOOKSTORE	Textbook	XANEDU	869.6
TX-DON006782	8/19/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	159.03
TX-DON006783	8/19/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	1580
TX-DON006784	8/20/2021	31	SAC BOOKSTORE	Textbook	JONES & BARTLETT LEARNING	2023.8
TX-DON006785	8/20/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	349.6
TX-DON006786	8/20/2021	31	SAC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	1035

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006787	8/20/2021	31	SAC BOOKSTORE	Textbook	NORTON, INC.	1750
TX-DON006788	8/20/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	637.9
TX-DON006789	8/20/2021	31	SAC BOOKSTORE	Textbook	XANEDU	162.6
TX-DON006790	8/23/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	120
TX-DON006791	8/23/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	33.75
TX-DON006792	8/23/2021	31	SAC BOOKSTORE	Textbook	NORTON, INC.	513
TX-DON006794	8/23/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	2070
TX-DON006795	8/23/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	1394.85
TX-DON006796	8/23/2021	31	SAC BOOKSTORE	Textbook	MPS FORMERLY VHPS	936.45
TX-DON006797	8/23/2021	31	SAC BOOKSTORE	Textbook	INGRAM BOOK CO	129.2
TX-DON006798	8/23/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	374.95
TX-DON006799	8/23/2021	31	SAC BOOKSTORE	Textbook	VINDY	222
TX-DON006800	8/23/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	970
TX-DON006801	8/23/2021	31	SAC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	1900
TX-DON006802	8/23/2021	31	SAC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	1570
TX-DON006804	8/23/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	73.95
TX-DON006805	8/24/2021	31	SAC BOOKSTORE	Textbook	VINDY	44.99
TX-DON006806	8/24/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	110.4
TX-DON006807	8/24/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	188.95
TX-DON006808	8/24/2021	31	SAC BOOKSTORE	Textbook	VINDY	41.63
TX-DON006809	8/24/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	151.5
TX-DON006810	8/24/2021	31	SAC BOOKSTORE	Textbook	NATIONAL ACADEMY OF SPORTS MEDICINE	1600
TX-DON006811	8/24/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	16.72
TX-DON006812	8/24/2021	31	SAC BOOKSTORE	Textbook	VINDY	75.73
TX-DON006813	8/24/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	206.4
TX-DON006814	8/24/2021	31	SAC BOOKSTORE	Textbook	XANEDU	50.6
TX-DON006815	8/25/2021	31	SAC BOOKSTORE	Textbook	VINDY	43.44
TX-DON006816	8/25/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	14.48
TX-DON006817	8/25/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	489.8
TX-DON006818	8/25/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	59.3
TX-DON006819	8/25/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	650
TX-DON006820	8/25/2021	31	SAC BOOKSTORE	Textbook	VISTA HIGHER LEARNING	1690
TX-DON006821	8/25/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	525
TX-DON006822	8/25/2021	31	SAC BOOKSTORE	Textbook	PARADIGM PUBLISHING CO.	1663.2
TX-DON006824	8/26/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	2249.2
TX-DON006825	8/26/2021	31	SAC BOOKSTORE	Textbook	VINDY	160
TX-DON006826	8/26/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	80
TX-DON006827	8/26/2021	31	SAC BOOKSTORE	Textbook	VINDY	125.6

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006828	8/26/2021	31	SAC BOOKSTORE	Textbook	VINDY	92
TX-DON006830	8/26/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	11.32
TX-DON006831	8/26/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	56.6
TX-DON006832	8/26/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	700
TX-DON006833	8/26/2021	31	SAC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	647.6
TX-DON006834	8/26/2021	31	SAC BOOKSTORE	Textbook	IFSTA	696
TX-DON006836	8/26/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	41
TX-DON006837	8/26/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	105.32
TX-DON006838	8/26/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	44.99
TX-DON006840	8/26/2021	31	SAC BOOKSTORE	Textbook	INGRAM BOOK CO	32
TX-DON006841	8/27/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	33.47
TX-DON006842	8/27/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	53.5
TX-DON006843	8/30/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	27.47
TX-DON006844	8/30/2021	31	SAC BOOKSTORE	Textbook	DAWN SIGN PRESS	679.6
TX-DON006845	8/30/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	37.28
TX-DON006846	8/30/2021	31	SAC BOOKSTORE	Textbook	VINDY	111.84
TX-DON006847	8/30/2021	31	SAC BOOKSTORE	Textbook	VINDY	54
TX-DON006848	8/30/2021	31	SAC BOOKSTORE	Textbook	MPS FORMERLY VHPS	454.75
TX-DON006849	8/30/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	2749.75
TX-DON006850	8/30/2021	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	2175
TX-DON006852	8/30/2021	31	SAC BOOKSTORE	Textbook	PLURAL PUBLISHING	569.6
TX-DON006853	8/30/2021	31	SAC BOOKSTORE	Textbook	MPS FORMERLY VHPS	200
TX-DON006854	8/30/2021	31	SAC BOOKSTORE	Textbook	IFSTA	616
TX-DON006856	8/31/2021	31	SAC BOOKSTORE	Textbook	KENDALL PUBLISHING	2059.2
TX-DON006858	8/31/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	327.6
TX-DON006859	8/31/2021	31	SAC BOOKSTORE	Textbook	VINDY	90
TX-DON006860	9/1/2021	31	SAC BOOKSTORE	Textbook	SOUTHWEST ED ENTERPRISES	448
TX-DON006861	9/1/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	479.85
TX-DON006862	9/1/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	1125
TX-DON006863	9/1/2021	31	SAC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	1380
TX-DON006865	9/2/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	177.75
TX-DON006866	9/2/2021	31	SAC BOOKSTORE	Textbook	POLICE FIRE PUBLISHING	849.5
TX-DON006867	9/2/2021	31	SAC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	950
TX-DON006868	9/2/2021	31	SAC BOOKSTORE	Textbook	VINDY	68
TX-DON006869	9/2/2021	31	SAC BOOKSTORE	Textbook	POLICE FIRE PUBLISHING	1699
TX-DON006870	9/2/2021	31	SAC BOOKSTORE	Textbook	POLICE FIRE PUBLISHING	849.5
TX-DON006871	9/2/2021	31	SAC BOOKSTORE	Textbook	POLICE FIRE PUBLISHING	509.7
TX-DON006872	9/2/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	490

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006873	9/2/2021	31	SAC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	779.4
TX-DON006874	9/2/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	107.68
TX-DON006875	9/3/2021	31	SAC BOOKSTORE	Textbook	PRO-ED INC	316
TX-DON006877	9/3/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	1500
TX-DON006878	9/3/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	1349.9
TX-DON006879	9/3/2021	31	SAC BOOKSTORE	Textbook	PLURAL PUBLISHING	313.44
TX-DON006880	9/3/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	172.25
TX-DON006881	9/3/2021	31	SAC BOOKSTORE	Textbook	ELSEVIER HEALTH SCIENCE	799.6
TX-DON006882	9/3/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	38.5
TX-HAWK004932	7/20/2021	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	898.61
TX-HAWK004933	7/20/2021	31	SCC BOOKSTORE	Textbook	TEXAS BOOK COMPANY	596.36
TX-HAWK004934	7/20/2021	31	SCC BOOKSTORE	Textbook	BVT PUBLISHING	3570
TX-HAWK004935	7/20/2021	31	SCC BOOKSTORE	Textbook	UNIVERSITY ENTERPRISES	8550
TX-HAWK004936	7/20/2021	31	SCC BOOKSTORE	Textbook	COGNELLA	533.7
TX-HAWK004937	7/20/2021	31	SCC BOOKSTORE	Textbook	DAWN SIGN PRESS	8079.16
TX-HAWK004938	7/20/2021	31	SCC BOOKSTORE	Textbook	DEAF LIFE PRESS/HPO BOOK	5544
TX-HAWK004939	7/20/2021	31	SCC BOOKSTORE	Textbook	EDUCATIONAL TEXTBOOK COMP	1846
TX-HAWK004941	7/20/2021	31	SCC BOOKSTORE	Textbook	WATTLES PUBLICATIONS	480
TX-HAWK004942	7/20/2021	31	SCC BOOKSTORE	Textbook	ACR PUBLICATIONS	1468.8
TX-HAWK004943	7/20/2021	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	943.67
TX-HAWK004944	7/20/2021	31	SCC BOOKSTORE	Textbook	BNI	2038.64
TX-HAWK004945	7/20/2021	31	SCC BOOKSTORE	Textbook	KENDALL PUBLISHING	1606.2
TX-HAWK004946	7/20/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	44852.15
TX-HAWK004948	7/20/2021	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	11538.98
TX-HAWK004949	7/20/2021	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	6586
TX-HAWK004950	7/20/2021	31	SCC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	5231
TX-HAWK004952	7/20/2021	31	SCC BOOKSTORE	Textbook	XANEDU	1125.84
TX-HAWK004954	7/20/2021	31	SCC BOOKSTORE	Textbook	HUMAN KINETICS PUBS, INC.	1086.4
TX-HAWK004955	7/20/2021	31	SCC BOOKSTORE	Textbook	MPS FORMERLY VHPS	6539.64
TX-HAWK004956	7/20/2021	31	SCC BOOKSTORE	Textbook	NORTON, INC.	11327.2
TX-HAWK004957	7/20/2021	31	SCC BOOKSTORE	Textbook	BROADVIEW PRESS	145.8
TX-HAWK004958	7/20/2021	31	SCC BOOKSTORE	Textbook	LOVING GUIDANCE	290
TX-HAWK004959	7/20/2021	31	SCC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	339.95
TX-HAWK004960	7/20/2021	31	SCC BOOKSTORE	Textbook	INTERNATIONAL CODE COUNCIL	409.8
TX-HAWK004961	7/20/2021	31	SCC BOOKSTORE	Textbook	BLUEDOOR	16190
TX-HAWK004962	7/20/2021	31	SCC BOOKSTORE	Textbook	TAYLOR & FRANCIS	1439.28
TX-HAWK004963	7/20/2021	31	SCC BOOKSTORE	Textbook	SAGE PUBLICATIONS, INC.	912
TX-HAWK004964	7/20/2021	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	2832

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-HAWK004965	7/20/2021	31	SCC BOOKSTORE	Textbook	LAD CUSTOM PUBLISHING	502.55
TX-HAWK004966	7/20/2021	31	SCC BOOKSTORE	Textbook	AGAINST THE CLOCK	223.96
TX-HAWK004967	7/20/2021	31	SCC BOOKSTORE	Textbook	REGISTRY OF INTERPRETERS FOR THE DEAF	1300
TX-HAWK004968	7/20/2021	31	SCC BOOKSTORE	Textbook	INGRAM BOOK CO	341.4
TX-HAWK004969	7/20/2021	31	SCC BOOKSTORE	Textbook	RITTENHOUSE BOOK DISTRIBUTORS	37.5
TX-HAWK004970	7/20/2021	31	SCC BOOKSTORE	Textbook	VINDY	276
TX-HAWK004971	7/20/2021	31	SCC BOOKSTORE	Textbook	CAMBRIDGE UNIVERSITY PRES	1862
TX-HAWK004972	8/11/2021	31	SCC BOOKSTORE	Textbook	KENDALL PUBLISHING	2788.8
TX-HAWK004973	8/11/2021	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	11247
TX-HAWK004974	8/11/2021	31	SCC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	384
TX-HAWK004975	8/13/2021	31	SCC BOOKSTORE	Textbook	BLUEDOOR	3190
TX-HAWK004976	8/16/2021	31	SCC BOOKSTORE	Textbook	XANEDU	1110.26
TX-HAWK004977	8/17/2021	31	SCC BOOKSTORE	Textbook	BLUEDOOR	10076.5
TX-HAWK004978	8/17/2021	31	SCC BOOKSTORE	Textbook	BLUEDOOR	3190
TX-HAWK004979	8/19/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	1749.75
TX-HAWK004980	8/19/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	1749.75
TX-HAWK004981	8/19/2021	31	SCC BOOKSTORE	Textbook	BLUEDOOR	2100
TX-HAWK004982	8/19/2021	31	SCC BOOKSTORE	Textbook	BAR CHARTS INC	2349.88
TX-HAWK004983	8/21/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	9199.2
TX-HAWK004984	8/23/2021	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	693.8
TX-HAWK004985	8/24/2021	31	SCC BOOKSTORE	Textbook	RITTENHOUSE BOOK DISTRIBUTORS	85
TX-HAWK004986	8/26/2021	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	725.75
TX-HAWK004987	8/26/2021	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	250
TX-HAWK004988	8/26/2021	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	272.85
TX-HAWK004989	8/26/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	9899
TX-HAWK004990	8/26/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	1399.8
TX-HAWK004991	8/26/2021	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	855.43
TX-HAWK004992	8/26/2021	31	SCC BOOKSTORE	Textbook	XANEDU	154.4
TX-HAWK004993	8/30/2021	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	3648
TX-HAWK004995	8/31/2021	31	SCC BOOKSTORE	Textbook	VINDY	2291.54
TX-HAWK004996	8/31/2021	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	2709
TX-HAWK004997	8/31/2021	31	SCC BOOKSTORE	Textbook	VINDY	755
TX-HAWK004998	8/31/2021	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	3239.8
TX-HAWK004999	8/31/2021	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	7130
TX-HAWK005000	8/31/2021	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	6860
TX-HAWK005001	8/31/2021	31	SCC BOOKSTORE	Textbook	XANEDU	185.6
TX-HAWK005002	9/1/2021	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	1095.3
TX-HAWK005003	9/1/2021	31	SCC BOOKSTORE	Textbook	ACR PUBLICATIONS	648

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-HAWK005004	9/2/2021	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	101.25
TX-HAWK005005	9/2/2021	31	SCC BOOKSTORE	Textbook	VINDY	297.5
TX-HAWK005006	9/2/2021	31	SCC BOOKSTORE	Textbook	TAYLOR & FRANCIS	1104
TX-HAWK005007	9/2/2021	31	SCC BOOKSTORE	Textbook	MPS FORMERLY VHPS	1385.52
TX-HAWK005008	9/2/2021	31	SCC BOOKSTORE	Textbook	KENDALL PUBLISHING	2531.4
TX-HAWK005009	9/2/2021	31	SCC BOOKSTORE	Textbook	VINDY	357
TX-HAWK005010	9/2/2021	31	SCC BOOKSTORE	Textbook	VINDY	103.5
						\$532,040.88

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
89	Fiscal Agent Custodian Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvst
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

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Legend: * = Multiple Funds for this P.O.

Printed: 9/7/2021 7:56:37AM

Environment: Production

LoginID: DR21189

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
19-B0001552	07/18/21*	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	08/12/21	43	MCCARTHY BLDG CO INC	47,801,396.16	CHANGE ORDER #3, 8/12/21; DECREASE PO BY \$677,862.83 PER THE FACILITY PLANNING CHANGE ORDER SUMMARY. BOARD APPROVED: 08/09/2021	DR21189
19-B0001552 Changed in: PO Amount, Printed Coments						
22-B0001935	07/18/21*	79	KONICA MINOLTA BUSINESS	6,000.00		GC25569
22-B0001935	08/11/21	79	KONICA MINOLTA BUSINESS	12,000.00		GC25569
22-B0001935 Changed in: PO Amount						
19-P0057108	07/18/21*	41	LSA ASSOCIATES INC	25,940.00	AMENDMENT #2 12/18/20 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2021 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/15/2020. BOARD APPROVED: 12/14/2020	DR21189
19-P0057108	08/11/21	41	LSA ASSOCIATES INC	35,940.00	AMENDEMENT #3, 8/11/21; INCREASE PO BY \$10,000 FOR A TOTAL AGREEMENT AMOUNT OF \$35,940 AND EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2022 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED AUGUST 10, 2021. BOARD APPROVED: AUGUST 9, 2021	DR21189
19-P0057108 Changed in: PO Amount, Printed Coments						
20-P0061512	08/23/21	12	FISHER SCIENTIFIC	4,832.77	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: 4/24/17	JA53205
20-P0061512	08/30/21	12	FISHER SCIENTIFIC	4,489.90	Change order #1, dated 8/30/21. Amendment to PO is due cancellation to line item #4. Items has been back order for more than a yeare. Therefore vendor is unable to supply item. 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: 4/24/17	JM13964
20-P0061512	08/30/21	12	FISHER SCIENTIFIC	4,489.90	Change order #1, dated 8/30/21. Amendment to PO is due to cancellation of line item #4. Items has been back order for more than a yeare. Therefore vendor is unable to supply items. 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: 4/24/17	JM13964
20-P0061512 Changed in: PO Amount, Printed Coments						
21-P0062258	08/11/21	12	FISHER SCIENTIFIC	5,776.44	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.	JA53205

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* 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-P0062258	08/11/21	12	FISHER SCIENTIFIC	2,888.22	Change order #1, dated 8/11/21. Line item 1 and 3 are CANCELLED due items still on back order. Vendor cannot provide an ETA. 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-P0062258	08/11/21	12	FISHER SCIENTIFIC	2,888.22	Change order #1, dated 8/11/21. Line item 1 and 3 are CANCELLED due to items still on back order. Vendor cannot provide an ETA. 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-P0062258 Changed in: PO Amount, Printed Coments						
21-P0062381	07/18/21*	12	FISHER SCIENTIFIC	429.59	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-P0062381	08/11/21	12	FISHER SCIENTIFIC	0.00	Change order #1, dated 8/11/21. This PO is CANCELLED due to vendor unable to supply the items in time. 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-P0062381 Changed in: PO Amount, Printed Coments						
21-P0063266	08/20/21	12	SNAP ON EQUIPMENT	2,922.48		MS37758
21-P0063266	08/23/21	12	SNAP ON EQUIPMENT	2,621.60		JM13964
21-P0063266 Changed in: PO Amount						
21-P0063665	07/18/21*	12	HOME DEPOT	267.58		JM13964
21-P0063665	08/10/21	12	HOME DEPOT	0.00	Change order #1, Dated 8/10/21. This PO is CANCELLED. Amendment is due to vendor unable to provide items on time. Per department request.	JM13964
21-P0063665 Changed in: PO Amount, Printed Coments						
21-P0063676	07/18/21*	12	DUO SAFETY LADDER CORPORATIO	10,147.14		JM13964
21-P0063676	07/27/21	12	DUO SAFETY LADDER CORPORATIO	0.00	Change order #1, dated 7/27/21. This PO is CANCELLED due to vendor unable to agree with the Districts Purchase Order terms and conditions.	JM13964
21-P0063676 Changed in: PO Amount, Printed Coments						

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* 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-P0063802	07/18/21*	12	GOLDEN STAR TECHNOLOGY, INC.	55,777.02	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.	JM13964
21-P0063802	07/22/21	12	GOLDEN STAR TECHNOLOGY, INC.	55,777.02	CHANGE ORDER #1, DATED 7/22/21 AMEND ACCOUNT TO 12-1234-499900-17100-6412 & 12-1234-499900-17100-5900 FOR ALL ITEMS OF THE FUNDING DELIVERY DEADLINE MARCH 11, 2022. 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.	JM13964
21-P0063802 Changed in: Printed Coments						
21-P0063821	07/18/21*	12	GOLDEN STAR TECHNOLOGY, INC.	14,873.87	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.	JM13964
21-P0063821	07/22/21	12	GOLDEN STAR TECHNOLOGY, INC.	14,873.87	CHANGE ORDER #1, DATED 7/22/21 AMEND ACCOUNT TO 12-1234-079900-15120-6412 & 12-1234-079900-15120-5900 FOR ALL ITEMS OF THE FUNDING DELIVERY DEADLINE MARCH 11, 2022. 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.	JM13964
21-P0063821 Changed in: Printed Coments						
21-P0063822	07/18/21*	12	GOLDEN STAR TECHNOLOGY, INC.	4,693.87	CHANGE ORDER #1, DATED 6/23/21 AMEND ACCOUNT TO 12-1234-079900-15140-6412 & 12-1234-079900-15140-5900 FOR ALL ITEMS OF THE FUNDING DELIVERY DEADLINE MARCH 11, 2022. 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.	JM13964
21-P0063822	07/22/21	12	GOLDEN STAR TECHNOLOGY, INC.	4,693.87	CHANGE ORDER #1, DATED 7/22/21 AMEND ACCOUNT TO 12-1234-079900-15140-6412 & 12-1234-079900-15140-5900 FOR ALL ITEMS OF THE FUNDING DELIVERY DEADLINE MARCH 11, 2022. 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.	JM13964
21-P0063822 Changed in: Printed Coments						
21-P0064416	07/18/21*	12	CDW GOVERNMENT INC.	5,902.78	VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS CONDITIONS OF FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC) CONTRACT #CB-185-17; BOARD APPROVED: JULY 15, 2019	FC78314
21-P0064416	08/03/21	12	CDW GOVERNMENT INC.	14,644.96	Change Order #1 8/3/21 Cancel item #1 and add item #2. Product out of stock and alternate item provided.	FC78314
21-P0064416 Changed in: PO Amount, Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0064448	08/05/21	12	AIRGAS, INC.	9,920.78		ET18911
21-P0064448	08/17/21	12	AIRGAS, INC.	10,090.73	Change order #1, dated 8/17/21. To add s line item for the additional cost to Shipping and Handling Per department request.	JM13964
21-P0064448	08/17/21	12	AIRGAS, INC.	10,090.73	Change order #1, dated 8/17/21. To add a line item for the additional cost to Shipping and Handling Per department request.	JM13964
21-P0064448 Changed in: PO Amount, Printed Coments						
21-P0064455	07/18/21*	12	DIGITAL NETWORKS GROUP INC	39,120.35		JM13964
21-P0064455	08/12/21	12	DIGITAL NETWORKS GROUP INC	39,120.35	Change order #1, dated 8/12/21. Amendment to PO is due to the update of vendor name and information as per department request.	JM13964
21-P0064455	08/17/21	12	AVIDEX INDUSTRIES LLC	39,120.35	Change order #1, dated 8/12/21. Amendment to PO is due to the update of vendor name and information as per department request.	JM13964
21-P0064455 Changed in: Vendor, Printed Coments						
21-P0064523	08/17/21	12	CARRIGAN TING-PI JOYCE	150,000.00		DP29747
21-P0064523	08/26/21	12	CARRIGAN TING-PI JOYCE	150,000.00	Change Order #1 8/26/21 Amend item #1 Account Number to 12-2247-619000-25162-5100	FC78314
21-P0064523 Changed in: Printed Coments						
22-P0064582	08/12/21	12	SECTORPOINT INC	194,637.00		VG84135
22-P0064582	08/24/21	12	SECTORPOINT INC	210,424.92	CHANGE ORDER #1 8/24/21 ADD ITEM 2 FOR ADDITIONAL SERVICE ON SCC WEBSITE REDESIGN	FC78314
22-P0064582 Changed in: PO Amount, Printed Coments						
21-P0064592	07/18/21*	33	FARMERS AND MERCHANTS BANK O	1,212.28		AT00368
21-P0064592	08/18/21	33	FARMERS AND MERCHANTS BANK O	0.00	CHANGE ORDER #1, 08/18/2021 TO CANCEL PO DUE TO DELIVERY AFTER PROJECT DEADLINE PER DEPARTMENT REQUEST.	EE88439
21-P0064592 Changed in: PO Amount, Printed Coments						
22-P0064650	07/18/21*	33	SMART & FINAL	500.00		AT00368
22-P0064650	07/28/21	33	SMART & FINAL	1,200.00	Change order #1, dated 7/28/21. Amendment to PO by increasing the original amount of \$500 to \$1,200 as per department request.	JM13964
22-P0064650 Changed in: PO Amount, Printed Coments						
22-P0064680	07/18/21*	13	BISHOP CO	1,500.00		FC78314
22-P0064680	08/10/21	13	SHERRILL INC	1,500.00		FC78314
22-P0064680 Changed in: Vendor						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
22-P0064764	07/20/21	12	OFFICE DEPOT BUSINESS SVCS	5,000.00		AA61269
22-P0064764	08/11/21	12	OFFICE DEPOT BUSINESS SVCS	5,000.00	CHANGE ORDER #1 8/11/21 ADD LILY VASQUEZ AS AUTHORIZED TO INPUT AND ADD CRISSY GASCON AS AUTHORIZED TO RELEASE ORDER. Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Master Services Agreement #00004526, Board Approved 07/12/2021.	FC78314
22-P0064764	08/11/21	12	OFFICE DEPOT BUSINESS SVCS	5,000.00	CHANGE ORDER #1 8/11/21 ADD LILIANA VASQUEZ AS AUTHORIZED TO INPUT AND ADD CRISSY GASCON AS AUTHORIZED TO RELEASE ORDER. Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Master Services Agreement #00004526, Board Approved 07/12/2021.	FC78314
22-P0064764 Changed in: Printed Coments						
22-P0064804	07/18/21*	11	OFFICE DEPOT BUSINESS SVCS	500.00	Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # 00004526. Board Approved: 7/12/21	DG69704
22-P0064804	07/22/21	11	OFFICE DEPOT BUSINESS SVCS	500.00	Change Order#1 , 07/22/2021 Adding Christina Talarico as additional Authorized Person to Input as per Dept. Request Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # 00004526. Board Approved: 7/12/21	DG69704
22-P0064804 Changed in: Printed Coments						
22-P0064849	07/19/21	11	ADVANTAGE WEST INVESTMENT EN	25,000.00		JM13964
22-P0064849	07/19/21	11	ADVANTAGE WEST INVESTMENT EN	25,000.00	Vendor to furnish the following custodial supplies in accordance with the terms and conditions of CMAS Contract Number: 04-13-73-0024A; Board Approved: 02/23/15.	JM13964
22-P0064849 Changed in: Printed Coments						
22-P0064894	07/20/21	11	OFFICE DEPOT BUSINESS SVCS	1,092.50	Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # CB-15-003, extended through 6/30/21 due to COVID-19. Board Approved: 10/26/15	DG69704
22-P0064894	07/20/21	11	OFFICE DEPOT BUSINESS SVCS	1,000.00	Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # CB-15-003, extended through 6/30/21 due to COVID-19. Board Approved: 10/26/15	DG69704
22-P0064894 Changed in: PO Amount						
22-P0064904	07/20/21	12	MEDICA TESTING GROUP	30,000.00		JM13964
22-P0064904	08/30/21	12	MEDICA TESTING GROUP	32,670.00	Change order #1, dated 8/30/21. Amendment is to increase the original PO amount of \$30,000 by \$2,670. Whereby the PO total is adjusted to \$32,670 in order to cover payment of invoices #129 and #130. As per department request.	JM13964
22-P0064904 Changed in: PO Amount, Printed Coments						
22-P0064911	07/20/21	12	FISHER SCIENTIFIC	2,249.58		JM13964

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
22-P0064911	07/20/21	12	FISHER SCIENTIFIC	2,249.58	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
22-P0064911 Changed in: Printed Coments						
22-P0064914	07/21/21	12	OREMOR OF TUSTIN INC	4,000.00		DR21189
22-P0064914	07/21/21	12	OREMOR OF TUSTIN INC	1.00		DR21189
22-P0064914 Changed in: PO Amount						
22-P0064931	07/21/21	11	OFFICE DEPOT BUSINESS SVCS	41.50		JM13964
22-P0064931	07/21/21	11	OFFICE DEPOT BUSINESS SVCS	41.50	Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # CB-15-003, extended through 9/1/21 due to COVID-19. Board Approved: 10/26/15.	JM13964
22-P0064931 Changed in: Printed Coments						
22-P0064932	07/21/21	12	FISHER SCIENTIFIC	1,029.30	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: 4/24/17	FC78314
22-P0064932	08/05/21	12	FISHER SCIENTIFIC	814.07	CHANGE ORDER #1 8/5/21 AMEND UNIT PRICE FOR ITEMS #1 AND #4, PER QUOTE #1196-4926-15. 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: 4/24/17	FC78314
22-P0064932 Changed in: PO Amount, Printed Coments						
22-P0064948	07/22/21	11	EBERHARD EQUIPMENT	2,000.00	SAC M & O	DG69704
22-P0064948	07/22/21	11	EBERHARD EQUIPMENT	2,000.00		DG69704
22-P0064948 Changed in: Printed Coments						
22-P0064974	07/26/21	12	WORLDPOINT ECC	232.65		FC78314
22-P0064974	08/04/21	12	WORLDPOINT ECC INC	232.65		FC78314
22-P0064974 Changed in: Vendor						
22-P0064993	07/27/21	11	FOUNDATION FOR CALIFORNIA CO	14,896.70		DR21189
22-P0064993	07/29/21	11	THINKEDU, LLC	14,896.70	CHANGE ORDER #1, 7/29/21; UPDATE VENDOR ID TO 3RD PARTY, AS REQUESTED BY THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	DR21189
22-P0064993 Changed in: Vendor, Printed Coments						
22-P0065001	07/27/21	12	ATI ASSESSMENT TECHNOLOGIES	6,713.04		JM13964

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
22-P0065001	08/11/21	12	ASCEND LEARNING HOLDINGS, LL	6,713.04	Change order #1, dated 8/11/21. Amendment due to update to vendor information and to current GL account to the correct TOPS code. As per department request.	JM13964
22-P0065001	08/11/21	12	ASCEND LEARNING HOLDINGS, LL	6,713.04	Change order #1, dated 8/11/21. Amendment due to update to vendor information and to change current GL account to the correct TOPS code. As per department request.	JM13964
22-P0065001 Changed in: Vendor, Printed Coments						
22-P0065014	07/28/21	12	QUALITY OFFICE FURNISHINGS I	8,532.02	VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS OF CMAS CONTRACT #4-13-71-0017D BOARD APPROVED: 12/09/2019	FC78314
22-P0065014	08/17/21	12	THE HON COMPANY LLC	8,532.02	CHANGE ORDER #1 8/17/21 AMEND VENDOR NAME TO THE HON COMPANY, C/O QUALITY OFFICE FURNISHINGS. VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS OF CMAS CONTRACT #4-13-71-0017D BOARD APPROVED: 12/09/2019	FC78314
22-P0065014 Changed in: Vendor, Printed Coments						
22-P0065015	07/28/21	13	COAST ELECTRIC	5,580.00		FC78314
22-P0065015	08/12/21	13	COAST ELECTRIC	11,564.00	Change Order #1 8/12/21 Increase PO by \$5984.00 due to additional issues were discovered.	FC78314
22-P0065015 Changed in: PO Amount, Printed Coments						
22-P0065021	07/28/21	12	GOLDEN STAR TECHNOLOGY, INC.	1,146.20	ENDOR 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.	JM13964
22-P0065021	07/28/21	12	GOLDEN STAR TECHNOLOGY, INC.	1,146.20	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.	JM13964
22-P0065021 Changed in: Printed Coments						
22-P0065022	07/28/21	41	CN SCHOOL AND OFFICE SOLUTIO	5,675.31	VENDOR TO PROVIDE THE FOLLOWING FURNITURE ITEMS FOR THE FOURTH FLOOR LOBBY RECEPTION AT THE DISTRICT OPERATIONS CENTER, PER ATTACHED QUOTE #461269R3, DATED 5/14/21	JM13964
22-P0065022	08/12/21	41	CN SCHOOL AND OFFICE SOLUTIO	4,574.85	CHANGE ORDER #1, DATED 8/12/21. AMENDMENT DUE TO MANUFACTURING ISSUES. THEREFORE PRODUCT ITEMS AND PRICE QUOTE WERE REVISED. LINE ITEM #6 IS REMOVED FROM PO. AS PER DEPARTMENT REQUEST. VENDOR TO PROVIDE THE FOLLOWING FURNITURE ITEMS FOR THE FOURTH FLOOR LOBBY RECEPTION AT THE DISTRICT OPERATIONS CENTER, PER ATTACHED QUOTE #461269R3, DATED 5/14/21	JM13964
22-P0065022	08/12/21	41	CN SCHOOL AND OFFICE SOLUTIO	4,157.95	CHANGE ORDER #1, DATED 8/12/21. AMENDMENT DUE TO MANUFACTURING ISSUES. THEREFORE PRODUCT ITEMS AND PRICE QUOTE WERE REVISED. LINE ITEM #6 IS REMOVED FROM PO. AS PER DEPARTMENT REQUEST. VENDOR TO PROVIDE THE FOLLOWING FURNITURE ITEMS FOR THE FOURTH FLOOR LOBBY RECEPTION AT THE DISTRICT OPERATIONS CENTER, PER ATTACHED QUOTE #461269R3, DATED 5/14/21	JM13964

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
22-P0065022	08/12/21	41	CN SCHOOL AND OFFICE SOLUTIO	4,159.04	CHANGE ORDER #1, DATED 8/12/21. AMENDMENT DUE TO MANUFACTURING ISSUES. THEREFORE PRODUCT ITEMS AND PRICE QUOTE WERE REVISED. LINE ITEM #6 IS REMOVED FROM PO. AS PER DEPARTMENT REQUEST. VENDOR TO PROVIDE THE FOLLOWING FURNITURE ITEMS FOR THE FOURTH FLOOR LOBBY RECEPTION AT THE DISTRICT OPERATIONS CENTER, PER ATTACHED QUOTE #461269R3, DATED 5/14/21	JM13964
22-P0065022	08/12/21	41	CN SCHOOL AND OFFICE SOLUTIO	4,157.95	CHANGE ORDER #1, DATED 8/12/21. AMENDMENT DUE TO MANUFACTURING ISSUES. THEREFORE PRODUCT ITEMS AND PRICE QUOTE WERE REVISED. LINE ITEM #6 IS REMOVED FROM PO. AS PER DEPARTMENT REQUEST. VENDOR TO PROVIDE THE FOLLOWING FURNITURE ITEMS FOR THE FOURTH FLOOR LOBBY RECEPTION AT THE DISTRICT OPERATIONS CENTER, PER ATTACHED QUOTE #461269R3, DATED 5/14/21	JM13964
22-P0065022	08/17/21	41	CN SCHOOL AND OFFICE SOLUTIO	5,517.78	CHANGE ORDER #1, DATED 8/12/21. AMENDMENT DUE TO MANUFACTURING ISSUES. THEREFORE PRODUCT ITEMS AND PRICE QUOTE WERE REVISED. LINE ITEM #6 IS REMOVED FROM PO. AS PER DEPARTMENT REQUEST. VENDOR TO PROVIDE THE FOLLOWING FURNITURE ITEMS FOR THE FOURTH FLOOR LOBBY RECEPTION AT THE DISTRICT OPERATIONS CENTER, PER ATTACHED QUOTE #461269R3, DATED 5/14/21	JM13964
22-P0065022 Changed in: PO Amount, Printed Coments						
22-P0065041	07/29/21	12	CASTILLO CRYSTAL	5,500.00	Counseling: MESA Program Name: Abby Ramirez Email: ramirez_abigail@sac.edu	JM13964
22-P0065041	07/29/21	12	CASTILLO CRYSTAL	5,500.00		JM13964
22-P0065041 Changed in: Printed Coments						
22-P0065062	08/03/21	33	OFFICE DEPOT BUSINESS SVCS	500.00		AT00368
22-P0065062	08/04/21	33	OFFICE DEPOT BUSINESS SVCS	500.00	Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # 00004526. Board Approved: 7/12/21	DG69704
22-P0065062 Changed in: Printed Coments						
22-P0065077	08/03/21	33	SYSCO FOOD SVC	14,000.00		AT00368
22-P0065077	08/26/21	33	SYSCO FOOD SVC	7,700.00	CHANGE ORDER #1 8/26/21 DECREASE ITEM #1 BY \$3465 AND ITEM 2 BY \$2535.	FC78314
22-P0065077 Changed in: PO Amount, Printed Coments						
22-P0065079	08/03/21	12	UNITED RENTALS	250.00	Larisa Sergeyeva	EE88439
22-P0065079	08/03/21	12	UNITED RENTALS	250.00		EE88439
22-P0065079 Changed in: Printed Coments						
22-P0065080	08/03/21	12	OFFICE DEPOT	5,000.00	Larisa Sergeyeva	EE88439
22-P0065080	08/03/21	12	OFFICE DEPOT	5,000.00		EE88439
22-P0065080 Changed in: Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
22-P0065081	08/03/21	11	HAJOCA CORPORATION	4,000.00	CJTC-SD	EE88439
22-P0065081	08/03/21	11	HAJOCA CORPORATION	4,000.00		EE88439
22-P0065081 Changed in: Printed Coments						
22-P0065083	08/23/21	12	OFFICE DEPOT BUSINESS SVCS	6,210.00	Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # CB-15-003, extended through 9/1/21 due to COVID-19. Board Approved: 10/26/15.	DT25624
22-P0065083	09/01/21	12	OFFICE DEPOT BUSINESS SVCS	4,210.00	Change order #1, dated 9/1/21. To amend PO by reducing the total amount from \$6,210.00 to \$4,210.00 as per department request. Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # CB-15-003, extended through 9/1/21 due to COVID-19. Board Approved: 10/26/15.	JM13964
22-P0065083 Changed in: PO Amount, Printed Coments						
22-P0065084	08/04/21	33	HOME DEPOT	1,000.00		DG69704
22-P0065084	08/04/21	33	HOME DEPOT	1,000.00	***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.***	DG69704
22-P0065084 Changed in: Printed Coments						
22-P0065164	08/10/21	11	NATIONWIDE FIRE & SAFETY	500.00	SAC - FIRE ACADEMY	DG69704
22-P0065164	08/10/21	11	NATIONWIDE FIRE & SAFETY	500.00		DG69704
22-P0065164 Changed in: Printed Coments						
22-P0065172	08/10/21	12	HOME DEPOT	6,500.00		DG69704
22-P0065172	08/10/21	12	HOME DEPOT	6,500.00	***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.***	DG69704
22-P0065172 Changed in: Printed Coments						
22-P0065201	08/11/21	12	OFFICE DEPOT BUSINESS SVCS	1,324.00		FC78314
22-P0065201	08/11/21	12	OFFICE DEPOT BUSINESS SVCS	1,324.00	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Master Services Agreement #00004526, Board Approved 07/12/2021	FC78314
22-P0065201 Changed in: Printed Coments						
22-P0065211	08/26/21	12	ADVANCED WEB OFFSET INC	14,831.47		FC78314
22-P0065211	08/26/21	12	ADVANCED WEB OFFSET INC	17,259.76	Change Order #1 8/26/21 Add item 3 for Mail Prep Charges.	FC78314
22-P0065211 Changed in: PO Amount, Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
22-P0065264	08/19/21	11	OFFICE DEPOT BUSINESS SVCS	250.00	Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # CB-15-003, extended through 6/30/21 due to COVID-19. Board Approved: 10/26/15	DG69704
22-P0065264	08/19/21	11	OFFICE DEPOT BUSINESS SVCS	250.00	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Master Services Agreement #00004526, Board Approved 07/12/2021.	JM13964
22-P0065264 Changed in: Printed Coments						
22-P0065275	08/19/21	12	GOLDEN STAR TECHNOLOGY, INC.	2,834.82		FC78314
22-P0065275	08/26/21	12	GOLDEN STAR TECHNOLOGY, INC.	3,090.90	Change Order #1 8/26/21 Increase unit price for items 1 and 2.	FC78314
22-P0065275 Changed in: PO Amount, Printed Coments						
22-P0065301	08/23/21	13	MCR TECHNOLOGIES INC	5,186.35		JM13964
22-P0065301	08/27/21	13	ONICON INCORPORATED	5,186.35	Change order #1, dated 8/27/21. To amend assigned vendor ID to PO due to items must be ordered from a different division. As per department request.	JM13964
22-P0065301 Changed in: Vendor, Printed Coments						
22-P0065321	08/24/21	12	B & H PHOTO VIDEO INC	692.92		FC78314
22-P0065321	08/27/21	12	B & H PHOTO VIDEO INC	2,904.14	CHANGE ORDER #1 8/27/21 CANCEL ITEM 1 AND ADD ITEM 2 FOR THE REPLACEMENT.	FC78314
22-P0065321 Changed in: PO Amount, Printed Coments						
22-P0065323	08/24/21	33	COSTCO	387.86		JM13964
22-P0065323	08/24/21	33	FARMERS AND MERCHANTS BANK O	387.86		JM13964
22-P0065323	08/24/21	33	FARMERS AND MERCHANTS BANK O	398.57		FC78314
22-P0065323 Changed in: PO Amount, Vendor						
22-P0065353	08/26/21	33	WALSVICK JENNIFER EILEEN	24,000.00		JM13964
22-P0065353	09/03/21	33	WALSVICK JENNIFER EILEEN	24,000.00	Change order #1, dated 9/3/21. Amendment to PO is to correct the agreement period of 8/10/2021 to 6/30/2021 to reflect as 8/10/21 to 6/30/2022 per department request.	JM13964
22-P0065353	09/03/21	33	WALSVICK JENNIFER EILEEN	24,000.00	Change order #1, dated 9/3/21. Amendment to PO is to correct the agreement period of 8/10/2021 to 6/30/2021 to reflect as 8/10/2021 to 6/30/2022 per department request.	JM13964
22-P0065353 Changed in: Printed Coments						
22-P0065377	08/30/21	12	BELLS OF STEEL USA INC	1,712.43	Santa Ana College Basic Fire Academy Attn: Fred Ramsey 18301 Gothard St. Huntington Beach, Ca 92648. Administrator: Joe Dulla. Quote # QU-0025	JM13964
22-P0065377	08/30/21	12	BELLS OF STEEL USA INC	1,712.43		JM13964
22-P0065377 Changed in: Printed Coments						
22-P0065401	08/31/21	12	AMAZON COM	15.28		JM13964

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
22-P0065401	08/31/21	12	AMAZON COM	21.82		JM13964
22-P0065401 Changed in: PO Amount						
22-P0065412	09/01/21	12	SMART & FINAL	2,185.00		DG69704
22-P0065412	09/02/21	12	SMART & FINAL	2,000.00		FC78314
22-P0065412 Changed in: PO Amount						
22-P0065424	09/02/21	33	AMAZON COM	26.19		JM13964
22-P0065424	09/02/21	33	AMAZON COM	26.15		JM13964
22-P0065424 Changed in: PO Amount						
21-P0219304	07/18/21*	12	SO ORANGE COUNTY COMMUNITY C	2,325,332.00	CHANGE ORDER NO: 1, 10/29/2020; TO INCREASE PO AMOUNT BY \$58,560 FOR A TOTAL PO AMOUNT OF \$2,325,332 PER AMENDED PARTICIPATION AGREEMENT DATED 10/26/2020.	EE88439
21-P0219304	07/28/21	12	SO ORANGE COUNTY COMMUNITY C	2,105,168.00	CHANGE ORDER #2, 7/28/21; DECREASE PO BY \$220,164 FOR A TOTAL AGREEMENT AMOUNT OF \$1,903,971, PER THE AMENDED PARTICIPATION AGREEMENT DATED JULY 1, 2021.	DR21189
21-P0219304	07/28/21	12	SO ORANGE COUNTY COMMUNITY C	2,105,168.00	CHANGE ORDER #2, 7/28/21; DECREASE PO BY \$220,164 FOR A TOTAL AGREEMENT AMOUNT OF \$2,105,168, PER THE AMENDED PARTICIPATION AGREEMENT DATED JULY 1, 2021.	DR21189
21-P0219304 Changed in: PO Amount, Printed Coments						
21-P0219330	07/18/21*	12	NORTH ORANGE COUNTY CCD	1,057,920.00	CHANGE ORDER #1, 10/6/20; INCREASE PO BY \$469,239 FOR A TOTAL AGREEMENT AMOUNT OF \$1,057,920 PER THE AMENDED PARTICIPATION AGREEMENT DATED 9/14/20.	DR21189
21-P0219330	07/28/21	12	NORTH ORANGE COUNTY CCD	1,136,408.00	CHANGE ORDER #2, 7/28/21; INCREASE PO BY \$78,488 FOR A TOTAL AGREEMENT AMOUNT OF \$1,136,408 PER THE AMENDED PARTICIPATION AGREEMENT DATED 7/12/21.	DR21189
21-P0219330 Changed in: PO Amount, Printed Coments						
21-P0219351	07/18/21*	11	OPERATING ENGINEERS TRAINING	382,849.00		CE28973
21-P0219351	08/03/21	11	OPERATING ENGINEERS TRAINING	357,012.99	Change Order #1 8/3/21 Decrease PO by \$25,836.01. PO is zeroed out.	FC78314
21-P0219351 Changed in: PO Amount, Printed Coments						
21-P0219352	07/18/21*	11	ORANGE COUNTY ELECTRICAL JOI	372,100.00		CE28973
21-P0219352	08/03/21	11	ORANGE COUNTY ELECTRICAL JOI	320,253.47	Change Order #1 8/3/21 Decrease PO by \$51,846.53. PO is zeroed out.	FC78314
21-P0219352 Changed in: PO Amount, Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0219353	07/21/21	11	SO CALIF SURVEYORS	138,787.00		DE68698
21-P0219353	08/03/21	11	SO CALIF SURVEYORS	102,906.05	Change Order #1 8/3/21 Decrease PO by \$35,880.95. PO is zeroed out.	FC78314
21-P0219353 Changed in: PO Amount, Printed Coments						
21-P0219354	07/18/21*	11	METROPOLITAN WATER DISTRICT	35,270.00		VG84135
21-P0219354	08/03/21	11	METROPOLITAN WATER DISTRICT	31,169.60	Change Order #1 8/3/21 Decrease PO by \$4,100.40. PO is zeroed out.	FC78314
21-P0219354 Changed in: PO Amount, Printed Coments						
21-P0219355	07/18/21*	11	CALIF NEVADA TRAINING TRUST	323,098.00		ET18911
21-P0219355	08/03/21	11	CALIF NEVADA TRAINING TRUST	260,680.89	Change Order #1 8/3/21 Decrease PO by \$62,417.11. PO is zeroed out.	FC78314
21-P0219355 Changed in: PO Amount, Printed Coments						
21-P0219374	07/18/21*	13	ORANGE COUNTY SHERIFFS	63,001.00		CE28973
21-P0219374	07/20/21	13	ORANGE COUNTY SHERIFFS	81,134.00	Change Order #1 7/20/21 Increase PO by \$18,133.00	FC78314
21-P0219374 Changed in: PO Amount, Printed Coments						
22-P0229140	07/18/21*	12	WILSHIRE CONNECTION LLC	43,725.00		DR21189
22-P0229140	07/21/21	12	WILSHIRE CONNECTION LLC	47,700.00	CHANGE ORDER #1, 7/21/21; INCREASE LINE ITEM 1 BY 1 ADDITIONAL MONTH TO COMPLETE FULL YEAR OF FUNDING, PER DEPARTMENT CHANGE ORDER REQUEST.	DR21189
22-P0229140 Changed in: PO Amount, Printed Coments						
22-P0229143	07/18/21*	11	WARE DISPOSAL CO INC	5,238.24	VENDOR TO PROVIDE THE WITH THE TERMS AND CONDITIONS OF AMENDMENT TO AGREEMENT, BID #1347, BOARD APPROVED 11/26/18; AND AMENDMENT, BOARD APPROVED: 1/11/2021.	DR21189
22-P0229143	08/12/21	11	WARE DISPOSAL CO INC	5,284.03	CHANGE ORDER #1, 8/12/21; ADD LINE ITEM TO COVER OVERFILL FEES FROM INVOICE #804861. VENDOR TO PROVIDE THE WITH THE TERMS AND CONDITIONS OF AMENDMENT TO AGREEMENT, BID #1347, BOARD APPROVED 11/26/18; AND AMENDMENT, BOARD APPROVED: 1/11/2021.	DR21189
22-P0229143 Changed in: PO Amount, Printed Coments						

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* This entry shows the PO on the given date, not that it changed on this date.

**PURCHASE ORDERS SUPPLEMENT
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P.O. #	Amount	Description	Department	Comment
22-B0001946	\$100,000.00	Contracted Services with P2S Engineering to provide fire alarm and fire safety consultant services.	Auxiliary Services Office-Dist	Board Approved: March 23, 2020 Auxiliary Services Director Review: Jennie Adams, 08/02/2021
22-B0001947	\$60,000.00	Contracted Repair Services Cosco Fire Protection to provide fire protection system repair services Districtwide	Auxiliary Services Office-Dist	Board Approved: October 26, 2020 Auxiliary Services Director Review: Jennie Adams, 08/02/2021
22-B0001948	\$100,000.00	Contracted Services with Cosco Fire Protection to provide Districtwide fire protection system testing, inspection, monitoring and maintenance services	Auxiliary Services Office-Dist	Board Approved: October 26, 2020 Auxiliary Services Director Review: Jennie Adams, 08/02/2021
22-P0064849	\$25,000.00	Annual purchase order for custodial supplies	SAC -Custodial	Purchased from the California Multiple Awards Schedule (CMAS) Contract #04-13-73-0024A Board Approved: February 23, 2015
22-P0064881	\$47,957.37	Electronic library resource subscriptions for the Santiago Canyon College Library	SCC -Library Services	Annual renewal
22-P0064882	\$85,233.40	Redesign services for the Santiago Canyon College Continuing Education website	SCC -Continuing Education Division	Purchased from the California Multiple Awards Schedule (CMAS) Contract #3-19-70-3411B Board Approved: April 26, 2021
22-P0064904	\$30,000.00	Weekly COVID-19 testing for athletes, students, staff and faculty at the Santa Ana College campus	SAC -President's Office	Board Approved: June 21, 2021

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P.O. #	Amount	Description	Department	Comment
22-P0064912	\$43,000.00	Consulting services for cost estimating on the Access Control Pilot Program project for various sites	DO -Facility Planning Office	Board Approved: July 12, 2021
22-P0064920	\$75,000.00	General legal services from Public Agency Law Group	DO -Business Services	Board Approved: June 21, 2021
22-P0064921	\$100,000.00	General legal services from Orbach Huff & Henderson LLP	DO -Business Services	Board Approved: June 21, 2021
22-P0064923	\$17,150.00	Institutional membership dues for Santa Ana College and Santiago Canyon College with the California Community College Athletic Association	DO -Chancellor's Office	Annual renewal
22-P0064926	\$158,000.00	Installation and mounting of furnishings and equipment in the new Science Center building at Santa Ana College	DO -Facility Planning Office	Bid #1407 Board Approved: June 21, 2021
22-P0064935	\$100,000.00	Digital marketing campaign advertisements for Santa Ana College and Santiago Canyon College Schools of Continuing Education for Fall 2021	Continuing Education Division	Board Approved: July 12, 2021
22-P0064943	\$61,234.38	Laptop computers for student use with hard drive duplication services and extended warranties	SCC -Continuing Education Division	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015
22-P0064969	\$48,077.00	Professional Services agreement to serve as the ICT/Digital Media Regional Director of Employer Engagement	DO -LAOCRC	Board Approved: July 12, 2021

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P.O. #	Amount	Description	Department	Comment
22-P0064976	\$20,000.00	Radio and digital media marketing campaign advertisements for the Santa Ana College School of Continuing Education Fall 2021 semester	SAC -Continuing Education Division	Board Approved: July 12, 2021
22-P0064977	\$26,867.00	Monthly electricity usage at Orange Education Center, Main Street	SCC -Continuing Education Division	Utility fees
22-P0065003	\$156,167.49	Insurance premium to cover builder's risk insurance for the new Health Sciences building at Santa Ana College	DO -Facility Planning Office	Required Insurance
22-P0065004	\$41,267.00	Institutional membership dues for the Community College League of California	DO -Chancellor's Office	Annual renewal
22-P0065009	\$20,000.00	Radio marketing campaign advertisements for the Santiago Canyon College Fall 2021 semester	SCC -Continuing Education Division	Board Approved: July 12, 2021
22-P0065017	\$25,000.00	Consulting services to provide redevelopment audits	DO -Fiscal Services Office	Board Approved: July 16, 2018
22-P0065027	\$88,625.00	Water conservation irrigation controller upgrade at Santa Ana College	DO -Facility Planning Office	Bid #1408 Board Approved: August 9, 2021
22-P0065034	\$25,137.90	Electronic library resource subscriptions for the Santa Ana College Library	SAC -Library Services	Annual renewal
22-P0065035	\$15,586.30	Apple iPads with AppleCare support for Nursing at Santa Ana College	SAC -Nursing	Sole Source Board approved: July 25, 2005

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P.O. #	Amount	Description	Department	Comment
22-P0065045	\$149,240.00	Professional services to connect students and employers and work with colleges to facilitate student participation in work-based learning opportunities	DO -LAOCRC	Board Approved: June 21, 2021
22-P0065055	\$58,516.41	Laptop computers with extended warranties and a charging cart for student use in public work classes at the OC Conservation Corps	SCC -Public Works	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015
22-P0065076	\$39,900.00	Electrical engineering consulting services for the Building K Welding Lab Electrical Load Assessment project at Santa Ana College	SAC -Welding	Board Approved: May 24, 2021
22-P0065101	\$55,707.75	Instructional hours with Newport Beach Fire and Marine Department for firefighter core competency classes	SAC -Fire Academy	Board Approved: June 25, 2018
22-P0065102	\$47,545.00	Instructional hours with the City of Huntington Beach for firefighter core competency classes	SAC -Fire Academy	Board Approved: June 25, 2018
22-P0065103	\$16,166.50	Instructional hours with the City of Fullerton for firefighter core competency classes	SAC -Fire Academy	Board Approved: February 26, 2018
22-P0065109	\$346,993.13	Purchase of a 2021 Ram5500 Crew Cab Chassis 4x4 with customizations and the welding equipment to be installed on the vehicle	SAC -Welding	Board Approved: July 12, 2021

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P.O. #	Amount	Description	Department	Comment
22-P0065114	\$271,575.50	Instructional hours with the Orange County Fire Authority for firefighter core competency classes	SAC -Fire Academy	Board Approved: February 26, 2018
22-P0065115	\$24,617.00	Instructional hours with the Downey Fire Department for firefighter core competency classes	SAC -Fire Academy	Board Approved: June 11, 2018
22-P0065116	\$25,810.00	Instructional hours with the City of Rialto for firefighter core competency classes	SAC -Fire Academy	Board Approved: April 26, 2021
22-P0065117	\$21,133.50	Instructional hours with the City of Rialto for firefighter core competency classes	SAC -Fire Academy	Board Approved: April 26, 2021
22-P0065119	\$48,887.00	Instructional hours with the San Bernardino County for firefighter core competency classes	SAC -Fire Academy	Board Approved: September 10, 2018
22-P0065120	\$23,499.88	Instructional hours with the City of West Covina for firefighter core competency classes	SAC -Fire Academy	Board Approved: February 26, 2018
22-P0065122	\$25,469.00	Instructional hours with the State of California Department of Parks and Recreation for firefighter core competency classes	SAC -Fire Academy	Board Approved: February 27, 2017
22-P0065124	\$74,295.45	Drones and drone equipment	SAC -Criminal Justice Training Academy	Received Quotations: *1. Advexure LLC 2. DSLR Pros *Successful Bidder

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P.O. #	Amount	Description	Department	Comment
22-P0065160	\$16,800.00	Pigeon treatment services for Santa Ana College	SAC -Maintenance	Received Quotations: *1. American City Pest Control *Successful Bidder
22-P0065161	\$49,876.31	Baseball scoreboard replacement at Santa Ana College	SAC -Maintenance	Received Quotations: *1. Sports Facilities Group *Successful Bidder
22-P0065176	\$39,809.09	Laptop computers with extended warranties and a charging cart for use in Manufacturing Technology at Santa Ana College	SAC -Manufacturing Technology	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015
22-P0065199	\$261,563.00	Virtual one-stop services for RSCCD students	DO -ITS	Board Approved: August 9, 2021
22-P0065211	\$17,259.76	Continuing Education class schedules for Fall 2021	Continuing Education Division	
22-P0065214	\$38,000.00	Web design services for Santa Ana College's current website	SAC -Student Information Support	Board Approved: July 15, 2019
22-P0065236	\$38,183.12	Laptop computers with extended warranties and charging cart for staff use in the Santa Ana College Centennial Education Center Career Tech Education division	SAC -Short-Term Vocational	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015
22-P0065246	\$46,457.00	Materials testing and inspection services for the Orange Education Center Site Remediation Project	DO -Facility Planning Office	Board Approved: August 9, 2021

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P.O. #	Amount	Description	Department	Comment
22-P0065247	\$50,000.00	Inspector of Record services for the Orange Education Center Site Remediation Project	DO -Facility Planning Office	Board Approved: August 9, 2021
22-P0065252	\$37,633.00	Annual dues to the Accrediting Commission for Community and Junior Colleges	SAC -Accreditation	
22-P0065254	\$84,000.00	Development and implementation of ad placement strategy for Google Search, YouTube video network and digital audio to reach potential students	SAC -Public Affairs/Gov Rel Office	Board Approved: July 12, 2021
22-P0065268	\$40,597.37	Waste Receptacles for the new Science Center at Santa Ana College	DO -Facility Planning Office	Purchased from the California Multiple Awards Schedule (CMAS) Contract #4-13-73-0024A Board Approved: February 23, 2015
22-P0065271	\$32,995.56	Apple iPads with AppleCare support, Apple Pencils and adapters for faculty classroom use in the Math and Science Department at Santiago Canyon College	SCC -Academic Affairs Office	Sole Source Board approved: July 25, 2005
22-P0065276	\$16,561.10	Development and implementation of post card mailings promoting the Fall 2021 semester at Santa Ana College	SAC -Public Affairs/Gov Rel Office	Board Approved: August 9, 2021
22-P0065318	\$19,505.06	Sit-stand desktop workstations and display desk mounts	SCC -Admin Services Office	Received Quotations: *1. Golden Star Technology 2. CDW-Government *Successful Bidder

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P.O. #	Amount	Description	Department	Comment
22-P0065328	\$62,500.00	Fall 2021 book vouchers for EOPS students at Santiago Canyon College	SCC -EOPS	
22-P0065353	\$24,000.00	Supervision and field Instruction to Master of Social Work student interns in the Child Development program	DO -CDS	Board Approved: August 9, 2021
22-P0065366	\$24,471.57	Computer and monitor stands for faculty and staff workrooms and offices in the new Science Center at Santa Ana College	DO -Facility Planning Office	Purchased from the California Multiple Awards Schedule (CMAS) Contract #4-18-75-0035B Board Approved: March 9, 2020
22-P0065390	\$22,652.00	Insurance contribution and coverage for Real Property Value, Personal Property Value and EDP Value of the Science Center at Santa Ana College	DO -Risk Management	Required Insurance
22-P0065395	\$22,569.13	Floor mats for the Santa Ana College gyms	SAC -Maintenance	Received Quotations: *1. Hillyard Floor Care Supply 2. Gorm Inc *Successful Bidder
22-P0065397	\$37,951.84	Laptop computers with extended warranties for student use in the Fashion Design and Merchandising program	SAC -Administrative Services Office	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
22-P0065407	\$200,000.00	Metered postage for USPS bulk mail	DO -Mailroom	
22-P0065419	\$50,000.00	State Fire Training instructional material fees	SAC -Fire Academy	Board Approved: August 12, 2019

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P.O. #	Amount	Description	Department	Comment
22-P0065420	\$156,261.88	Laptop computers to be used by staff, students and faculty as loaners	SCC -Continuing Education Division	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
22-P0065422	\$54,219.90	Air filters to be used in buildings campus-wide	SAC -Custodial	Received Quotations: *1. Medic Air LLC 2. Filtration Group Torrance *Successful Bidder
22-P0229199	\$98,427.00	Annual renewal of Adobe Creative Cloud and Adobe Sign software	DO -ITS	Board Approved: July 15, 2019
22-P0229200	\$15,986.25	Annual cloud hosting renewal for Astra Schedule software	DO -ITS	Board Approved: June 21, 2021
22-P0229201	\$17,970.75	Annual support renewal for Astra Schedule software	DO -ITS	Board Approved: June 21, 2021
22-P0229203	\$40,666.53	Annual renewal of Rave Alert and Rave Guardian software	DO -Safety & Parking	Board Approved: June 21, 2021
22-P0229204	\$114,000.00	District-wide dark fiber connectivity service	DO -ITS	Board Approved: April 15, 2013
22-P0229220	\$26,400.00	Lease of office space in the Santora Building located at 207 N. Broadway, Ste Q, Santa Ana, CA 92706	SAC -Fine and Performing Arts	Board Approved: September 23, 2019

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P.O. #	Amount	Description	Department	Comment
22-P0229221	\$110,000.00	Instructional agreement with the California Narcotic Officers Association for Law Enforcement Training	SAC -Criminal Justice Training Academy	Board Approved: September 19, 2019
22-P0229222	\$21,000.00	Instructional agreement with the Tustin Police Department for Advanced Peace Officer Training	SAC -Criminal Justice Training Academy	Board Approved: January 24, 2019
22-P0229223	\$60,000.00	Instructional agreement with Adlerhorst Int, LLC for Law Enforcement Training	SAC -Criminal Justice Training Academy	Board Approved: September 11, 2017
22-P0229224	\$60,000.00	Instructional agreement with Serrato and Associates for Gang Law Enforcement Training	SAC -Criminal Justice Training Academy	Board Approved: April 13, 2020
22-P0229225	\$50,000.00	Instructional agreement with the City of Santa Ana for Law Enforcement Training	SAC -Criminal Justice Training Academy	Board Approved: July 17, 2017
22-P0229228	\$70,000.00	Lease of facilities for the Santa Ana College Basic Fire Academy	SAC -Fire Academy	Board Approved: July 13, 2020
22-P0229229	\$200,000.00	Instructional service agreement with Santa Ana Beauty for vocational cosmetology education and esthetician education program	SCC -Cosmetology	Board Approved: June 21, 2021
22-P0229230	\$50,000.00	Professional services for discrimination investigations	DO -Risk Management	Board Approved: May 28, 2019

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P.O. #	Amount	Description	Department	Comment
22-P0229241	\$22,000.00	Instructional agreement for noncredit classes in the instructional program areas of: ESL, Adult High School Diploma or equivalent, short term Career Education, Adults with Disabilities and classes for older adults	SCC -OEC	Board Approved: April 12, 2021
22-P0229244	\$16,800.00	Pest Control Services at Santa Ana College, the Santa Ana College Child Development Center, Centennial Education Center, and the Centennial Education Center Child Development Center	SAC -Maintenance	Board Approved: June 21, 2021
22-P0229245	\$318,750.00	Sub-agreement with Placentia-Yorba Linda Unified School District to create, support and/or expand high-quality career technical education programs at the K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: February 8, 2021
22-P0229246	\$50,000.00	Professional services related to investigative activity for Title IX concerns	DO -Risk Management	Board Approved: May 28, 2019
22-P0229249	\$63,000.00	Instructional agreement with Taller San Jose Hope Builders for courses in short-term career technical education	SCC -OEC	Board Approved: September 29, 2020
22-P0229256	\$50,000.00	Investigative and Title IX Hearing Officer services	DO -Equal Opportunity & Compliance	Board Approved: September 15, 2020

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P.O. #	Amount	Description	Department	Comment
22-P0229265	\$149,792.89	Annual renewal of Cisco System Con-Smartnet software	DO -ITS	Received Quotations: *1. Presidio Networked Solutions 2. Cisco Systems *Successful Bidder
22-P0229266	\$174,624.00	Annual elevator testing, inspection and preventative maintenance services at Santa Ana College	SAC -Maintenance	Board Approved: April 12, 2021
22-P0229269	\$18,000.00	Maintenance plan for emergency blue phones throughout the District	DO -Safety & Parking	Board Approved: June 21, 2021
TX-DON006731	\$16,800.00	Textbooks purchased for resale from McGraw-Hill Publishing	SAC -Bookstore	Auxiliary Services Director Review: Jennie Adams, 08/09/2021
TX-DON006734	\$15,488.18	Textbooks purchased for resale from Pearson Education	SAC -Bookstore	Auxiliary Services Director Review: Jennie Adams, 08/10/2021
TX-HAWK004946	\$44,852.15	Textbooks purchased for resale from Pearson Education	SCC -Bookstore	Auxiliary Services Senior Accountant Review: Kathy White, 07/20/2021
TX-HAWK004961	\$16,190.00	Textbooks purchased for resale from Bluedoor	SCC -Bookstore	Auxiliary Services Senior Accountant Review: Kathy White, 07/20/2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 27, 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.	Los Angeles/Orange County Regional Consortium – (DO) <i>Augmentation</i> Augmentation award from the California Community Colleges Chancellor’s Office Workforce & Economic Development Division to operate the regional consortium for community college Career Technical Education leaders in Los Angeles and Orange Counties. (21/22). <i>No match required.</i>	07/01/2021	\$100,000
2.	Student Support Services Regular Program – Year 1 (SAC) First year of a five-year federal grant award from the U.S. Department of Education to provide low-income, first-generation students with comprehensive services that include early outreach, advisement, educational planning, college and placement preparation, targeted academic skill development, and financial aid and scholarship workshops to improve student persistence and academic achievement. (21/22). <i>No match required.</i>	08/18/2021	\$348,002
3.	Student Support Services Regular Program – Year 2 (SCC) Second year of a five-year federal grant award from the U.S. Department of Education to provide 140 low-income, first-generation students with comprehensive services that include early outreach, advisement, educational planning, college and career preparation, intensive monitoring and intervention, mentoring and coaching, and financial literacy and planning workshops to improve student persistence and academic achievement. (21/22). <i>No match required.</i>	09/01/2021	\$261,888
4.	Student Support Services Veterans Program – Year 2 (SAC) Second year of a five-year federal grant award from the U.S. Department of Education to provide 120 low-income, first-generation and/or disabled SAC veteran students with comprehensive services that include assessment and advisement, educational planning, college and career preparation, targeted academic skill development, intensive monitoring and intervention, mentoring and coaching, and veterans’ benefits, financial literacy and planning workshops. (21/22). <i>No match required.</i>	09/01/2021	\$261,888
5.	Student Support Services Veterans Program – Year 2 (SCC) Second year of a five-year federal grant award from the U.S. Department of Education to provide 120 low-income, first-generation and/or disabled SAC veteran students with comprehensive services that include assessment and advisement, educational planning, college and career preparation, intensive	09/01/2021	\$261,888

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
monitoring and intervention, mentoring and coaching, financial literacy and planning workshops, targeted academic skill development through tutors and other learning resources, and financial aid and scholarship workshops. (21/22). <i>No match required.</i>		
6. Upward Bound – Year 5 (SAC) Fifth year of a five-year federal grant from the U.S. Department of Education to increase high school graduation rates, increase competency in college preparatory classes, and increase university entrance rates. (21/22). <i>No match required.</i>	08/18/2021	\$314,096
7. Upward Bound Math & Science Program – Year 5 (SCC) Fifth year of a five-year federal grant award from the U.S. Department of Education to increase the number of low-income and potentially first-generation college students that enroll in and complete college Science, Technology, Engineering, and Math (STEM) degree programs, by providing comprehensive educational and support services for disadvantaged high schools students from two target high schools in the Orange Unified School District. The Upward Bound Math Science Program would serve as a critical bridge to four-year degree programs and careers for disadvantaged students who aspire to STEM professions. (21/22). <i>No match required.</i>	10/01/2021	\$297,601
8. Workforce Innovation and Opportunity Act, Title II – Adult Education and Family Literacy Act (SAC & SCC) Federal grant award from the California Department of Education for the Workforce Innovation and Opportunity Act (WIOA) Title II, Adult Education and Family Literacy Act Sections 225, 231, and 243 to provide supplemental funds supporting noncredit adult education and literacy instruction for adult learners. The Act expands and promotes the development of integrated services that incorporate Adult Basic Education (ABE), Adult Secondary Education (ASE), English as a Second Language (ESL), Vocational Literacy, ESL-Citizenship, El Civics and correctional institutionalized education. (21/22). <i>The non-federal match is \$685,487 (25% of the grant award) that consists of general apportionment state-funded certificated noncredit faculty.</i>	07/19/2021	\$2,741,947
<ul style="list-style-type: none"> • SAC \$2,134,836 • SCC \$ 607,111 		

RECOMMENDATION

It is recommended that the Board approve these items and that the Vice Chancellor, Business Services or her designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact:	\$4,587,310	Board Date: September 27, 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	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 27, 2021
Re: Approval of Second Amendment to Lease with St. Peter Evangelical Lutheran Church	
Action: Request for Approval	

BACKGROUND

Child Development Services provides early care and education services for children and families within the Rancho Santiago Community College District (RSCCD) at St. Peter Evangelical Lutheran Church located at 1510 N. Parton Street, Santa Ana, CA. This location offers services to 125 children and a lab school experience to the college students enrolled in Child Development and Nursing coursework at Santa Ana College and Santiago Canyon College through the district's contract with the California Department of Education, Early Learning and Care Division.

The original lease agreement was Board approved on June 15, 2020. The first amendment to this lease agreement extended the duration of the term from December 31, 2020 to December 31, 2021. All other terms and conditions of the lease remained unchanged. The first amendment to the lease agreement was Board approved on November 9, 2020.

To access a copy of the lease agreement and first amendment, please [click here](#).

ANALYSIS

This second amendment to the lease between RSCCD and St. Peter Evangelical Lutheran Church for the purposes of operating a child development lab school will extend the duration of the term from December 31, 2021 to June 30, 2022. All other terms and conditions of the lease remain unchanged.

The lease costs are paid by Child Development Services categorical funds.

RECOMMENDATION

It is recommended that the Board approve the second amendment to the lease with St. Peter Evangelical Lutheran Church and that the Vice Chancellor, Business Services or her designee be authorized to sign and enter into a related agreement on behalf of the district.

Fiscal Impact:	\$7,729 per month (Not to exceed \$46,374)	Board Date: September 27, 2021
Prepared by:	Janneth Linnell, Executive Director, Child Development Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**SECOND AMENDMENT TO LEASE BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND ST. PETER
EVANGELICAL LUTHERAN CHURCH**

This Second Amendment to Agreement is dated effective as of the later of September 27, 2021 or the date fully executed by both parties ("Effective Date") and is entered into by and between Rancho Santiago Community College District ("District"), and St. Peter Evangelical Lutheran Church (hereinafter called "Contractor").

District and Contractor entered into a certain Agreement originally dated effective June 15, 2020 (the "Agreement") and First Amendment dated effective November 9, 2020.

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

1. Section 2 - Term is hereby amended to extend the Agreement from December 31, 2021 to June 30, 2022.
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between District and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

IN WITNESS WHEREOF, District and Contractor have executed and delivered this Amendment effective as of the Effective Date.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

BY: _____
Signature

Print Name: _____

Print Name: Iris I. Ingram

Print Title: _____

Title: Vice Chancellor, Business Services

Date: _____

Date:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 27, 2021
Re: Approval of Five-Year Agreement with Ellucian Inc. for Cloud Application Hosting Services	
Action: Request for Approval	

BACKGROUND

On September 14, 2015, the Board of Trustees approved an agreement with Ellucian Inc. for Application Management Services with the future option to upgrade into Application Hosting Services in the Ellucian cloud. To view the September 14, 2015 docket, click [here](#). On April 11 2016, the Board of Trustees approved the option to upgrade from Application Management Services to Application Hosting Services for the District's Enterprise Resource Planning (ERP) application and Student Information System (SIS) through a five-year contract. To view the April 11 2016 docket, click [here](#). These services support the hosting of mission critical applications, including Colleague UI, Web Advisor, Self Service, Ellucian Mobile and ImageNow, which are hosted directly by Ellucian Inc. On December 9, 2019, the Board approved new negotiated terms and conditions for the agreement, along with an amendment for cost increases of \$374,862 and a contract term of 14 months ending in October 14, 2020. To view the December 9, 2019 docket, click [here](#).

As a result of these cost increases, the Information Technology Services (ITS) department, following recommendations from the Technology Advisory Group (TAG), has been assessing cost saving alternatives for hosting the District's ERP and SIS since October 2019. Comprehensive analysis conducted showed potential cost savings of up to 54% over a five-year period by having the district self-host these systems in its own cloud with either Amazon Web Services (AWS) or Microsoft Azure, the industry leaders. However, the planning and time required to transition to these alternatives was significant. As such, on October 19, 2020, the Board of Trustees approved an additional one-year contract extension with Ellucian Inc. for cloud application hosting services ending on September 30, 2021. This additional time would provide the District sufficient time to begin a system transition process. To view the October 12, 2020 docket, click [here](#).

ANALYSIS

While system transitional efforts were underway, Ellucian Inc. approached the District with a new five-year cloud application hosting services contract proposal that matched the 54% cost savings the District could derive over a five-year period by self hosting in its own cloud. Given the effort required to self host, and that Ellucian Inc.'s new proposal provides the same level of savings, the administration recommends continuing to contract with Ellucian Inc. for cloud application hosting services for the next five years.

The performance period for cloud application hosting services will commence October 1, 2021 and end on September 30, 2026. The cost for the first year is of \$538,188. The contract includes a 3% annual price escalation for the duration of the contract. The district intends to execute an option to remove contract components with 90-day notice, during the first contract year, to derive an additional annual savings of \$95,190 per year. To view the Ellucian Master Agreement and Cloud Services Renewal Order Form, click [here](#).

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Five-Year Agreement with Ellucian Inc. for Cloud Application Hosting Services as presented.

Fiscal Impact:	\$538,188 (Year 1 – 3% increase per year)	Board Date: September 27, 2021
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 27, 2021
Re: Approval of Professional Services Agreement with Joel Anguiano	
Action: Request for Approval	

BACKGROUND

Santa Ana Unified School District (SAUSD) has a very successful and growing debate and speech program. Data shows that these type of programs provide students with a great opportunity to sharpen their written and oral communication skills, analytical thinking, expand their vocabulary, and increase their self-confidence. These students also tend to do very well academically at the high school and college levels. Many of the students that participate in these programs want to continue to be involved in debate and speech as they pursue their studies at the community college level. Currently, Santiago Canyon College offers a debate and speech program while Santa Ana College does not. There has been discussion by administration and between faculty on the possibility of developing a top nationally ranked debate and speech program at each of the colleges.

ANALYSIS

This professional services agreement will allow Mr. Anguiano to work with faculty and administration at both colleges to assess the feasibility of such a program at each college, determine the financial and human resources required to build a top ranked program if faculty support for such a program is garnered, the impact such a program would have on enrollment, and ultimately prepare a plan of recommended actions to develop such a program. Mr. Anguiano has designed such top ranked programs at other educational institutions and is a well-known debate and speech expert.

The period of performance is for September 28, 2021 to June 30, 2022, which encompasses the 2021/2022 school year. The cost shall not exceed \$35,200, which shall be paid by the Educational Services Division at the District Office.

RECOMMENDATION

It is recommended that the Board approve the Professional Services Agreement and that the Vice Chancellor, Business Services or her designee be authorized to sign and enter into related agreement on behalf of the district.

Fiscal Impact: \$35,200	Board Date: September 27, 2021
Prepared by: Patricia S. Dueñez, Assistant to the Vice Chancellor	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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 Educational Services and Joel Anguiano, having its principal business address located at 5905 Flounder Drive, El Paso, TX 79924 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

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

2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on September 28, 2021, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2022 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for 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 thirty-five thousand two hundred Dollars (\$35,200) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property

of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

by statutory insurance requirement of the State of California;

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

Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

District: Rancho Santiago Community College District

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

With a copy to: (District Department Responsible for Contract)
RSCCD-Educational Services Dept.
Enrique Perez, J.D.
2323 N. Broadway #302
Santa Ana, CA 92706

Contractor: Joel Anguiano
5905 Flounder Drive
El Paso, TX 79924

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

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

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

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

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

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

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

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless

District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

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

28. Failure to Perform. As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

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

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Iris I. Ingram

Print Title: Vice Chancellor, Educational Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __Joel Anguiano

Print Title: __Speech and Debate Consultant

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Insert detailed Scope of Work & Payment Schedule

Within this document is the proposal regarding the individual event coaching of the Speech and debate program.

Overview

Data shows that speech and debate programs provide students with a great opportunity to sharpen their written and oral communication skills, analytical thinking, expand their vocabulary, and increase their self-confidence. These students also tend to do very well academically at the high school and college levels. Many of the students that participate in these programs want to continue to be involved in debate and speech as they pursue their studies at the community college level. Currently, Santiago Canyon College offers a debate and speech program while Santa Ana College does not. There has been discussion by administration and between faculty on the possibility of developing a top nationally ranked debate and speech program at each of the colleges.

Summary

Mr. Anguiano will work with faculty and administration at both colleges to assess the feasibility of such a program at each college, determine the financial and human resources required to build a top ranked program if faculty support the program, the impact such a program would have on enrollment, and ultimately prepare a plan of recommended actions to develop such a program.

Mr. Anguiano anticipates completing this work in 220 hours at the rate of \$160.00 per hour. Project cost not to exceed \$35,200. Actual hours will be billed on a monthly basis. All invoices must include the Purchase Order number.

Mr. Anguiano plans to begin this work upon approval of the agreement and expects completion by June 30, 2022. Based on the findings, the project scope and schedule may change with the agreement of both parties.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To: Board of Trustees	Date: August 9, 2021
Re: First Reading of Board Policy	
Action: Information	

BACKGROUND

The Board Policy Committee met on June 15, 2021 and reviewed new and revised policies. Revisions to BP 7132 Management Medical/Dental Insurance Benefits are being presented for a first reading.

ANALYSIS

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies that comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. District Administration also recommends revisions to existing policies and adoption of new policies as required.

The Board Policy Committee is recommending the attached policy be updated and revised as recommended by District Administration:

- Board Policy 7132 Management Medical/Dental Insurance Benefits

RECOMMENDATION

This policy is presented for a first reading as an information item.

Fiscal Impact: None	Board Date: August 9, 2021
Prepared by: Debra Gerard, Executive Assistant to the Chancellor	
Submitted by: Debra Gerard, Executive Assistant to the Chancellor	
Recommended by: Marvin Martinez, Chancellor	

Rancho Santiago Community College District
BOARD POLICY
Chapter 7
Human Resources

BP 7132 Management Medical/Dental Insurance Benefits

Eligibility

All management employees (including cabinet-level employees) who have an assignment of 50% or more are eligible for District-paid Group Medical/Dental benefits. The District's contribution in each succeeding year will be the District's cost for medical/dental benefits during the immediate preceding year plus an amount not to exceed 6%.

Health Insurance

The District will provide management employees with a cafeteria health insurance program. Each employee will receive a cash allocation based upon the medical insurance option selected. The allocation for employees working under a contract of 50% to 79% will be prorated. The employee can assign this allocation or any part of it toward additional insurance coverage (dental, vision) or may receive it as cash.

Life Insurance

Active employees will receive life insurance benefits in the amount of the employee's annual salary or \$50,000, whichever is greater.

Medicare

Health plan enrollment is conditioned on the effective assignment of any Medicare benefits for which the enrollee would be eligible. Retirees eligible for Medicare (65 years and older) shall enroll in Medicare Parts A and B as well as a District sponsored Medicare Medigap plan that includes automatic enrollment in Part D.

Employees who are not age 65 or otherwise qualify for Medicare at the time of retirement are required to enroll in Medicare A & B when they turn age 65 or otherwise qualify before age 65.

Retired Staff

For the purposes of determining benefit eligibility under this policy, retirement is defined as a management employee's termination from full-time District employment which is concurrent with ~~his/her~~ **their** retirement under STRS and/or PERS.

Retired management employees shall receive District-paid medical/dental benefits based upon the following eligibility criteria:

- Managers whose first date of full-time service was prior to May 31, 1986, shall receive the same District-paid medical insurance coverage as is provided to active management employees up to age 65, after which they shall enroll in Medicare A & B, be responsible for the Medicare A, B, & D premiums, and receive a District paid Medigap plan for life.

- Managers whose first date of full-time service was on or after May 31, 1986, and who serve as a manager for at least fifteen (15) years shall receive the same District-paid medical insurance coverage as is provided to active management employees, up to age 65, after which they shall enroll in Medicare A & B, be responsible for their own Medicare A, B, & D premiums, and receive a District paid Medigap plan until age 70, after which such retirees may continue coverage at their own expense.
- Managers employed under individual administrative contracts retiring on or after July 1, 1975, with less than fifteen (15) but with five (5) or more years of service to the District may participate in medical/dental benefits by paying their own premiums.
- Surviving dependent spouses of retired management employees (with five or more years of service with the District) may continue dependent spousal benefits at their own expense.
- ~~• Surviving dependent spousal benefits will continue at District expense for administrators hired prior to July 1, 1989, and for supervisory/confidential employees hired prior to April 11, 2005.~~
- ~~• Surviving dependent spouses of those employees hired on or after these respective dates (and having five or more years of service with the District) may continue surviving dependent spousal benefits at their own expense.~~

Revised: April 25, 2016 (Previously BP4402)

Revised: xxxxxx, 2021

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

To:	Board of Trustees	Date: September 27, 2021
Re:	Adoption of Board of Trustees Annual Self-Evaluation Instrument, List of Designated Recipients, and Self-Evaluation Timeline	
Action:	Request for Approval	

BACKGROUND

In accordance with Board Policy 2745, the Board Policy Committee met on September 2, 2020, to review the survey instrument to be used for the Board’s self-evaluation.

ANALYSIS

Board Policy 2745 stipulates that the Board will conduct its self-evaluation no later than December. The following self-evaluation process has been developed in order to complete the process by the December 13, 2021, Board meeting:

- September 27, 2021 - Board designates individuals to provide input to the Board using the self- evaluation instrument.
- October 12, 2021 - Staff/Students/Community complete Board’s self-evaluation instrument.
- October 29, 2021
- November 8, 2021 Board reviews tabulated input from designated individuals and conducts annual self-evaluation meeting.
- November 9, 2021 - Board members complete self-evaluation instrument.
- November 24, 2021
- December 13, 2021 Board reviews and discusses tabulated self-evaluation results and creates annual unit goals.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the self-evaluation survey instrument, the list of designated individuals who will receive the survey, and the self-evaluation timeline outlined above.

Fiscal Impact: None	Board Date: September 27, 2021
Prepared by: Maria Vicencio, Executive Assistant to the Board of Trustees	
Submitted by: Marvin Martinez, Chancellor	
Recommended by: Marvin Martinez, Chancellor	



Student/Staff/Community Input Regarding RSCCD Board of Trustees, 2021

The Board of Trustees conducts an annual self-evaluation using the following instrument. Prior to conducting its self-evaluation, the Trustees review input from students, employees, and residents who, because of their position or regular attendance at board meetings, have some familiarity with internal board operations and performance. Your responses to this survey will provide meaningful input to the board in their self-evaluation process.

1. Board Organization and Operation

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board members respect each others' opinions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board conducts its meetings in compliance with state laws, including The Brown Act.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board members understand that they have no legal authority beyond board meetings.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board members regularly seek the opinion of the student trustee.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2. Policy Role

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board meetings focus on policy issues that relate to board responsibilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board focuses on policy in board discussion, not administrative matters.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board is knowledgeable about the mission and purpose of the institution.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board clearly delegates the administration of the colleges to the chancellor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Through the chancellor, the board ensures compliance with federal and state laws and measures for emergency response.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

3. Strategic Planning

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board understands the budget process.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board gives adequate attention to the mission, goals, and future planning of the district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board regularly develops and reviews goals for continuous improvement.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board understands the colleges' educational programs and services.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board is appropriately involved in defining the vision and goals of the district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. Board Relations with the Chancellor, Presidents, Faculty, and Staff

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board keeps the chancellor informed of community contacts.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board follows a procedure for annual evaluations of the chancellor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board and chancellor have a positive, cooperative relationship.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board understands its role and that of the chancellor, presidents, faculty, and staff.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board follows communication procedures with staff, ensuring the chancellor is informed of such communication.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board considers the input from all of its constituencies prior to making decisions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board follows the requirements of collegial consultation with the Academic Senates as outlined in BP 2410.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. Community Relations - Advocacy

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board members are knowledgeable about community college and state-related issues.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board acts as an advocate for community colleges.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board members participate actively in community activities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board agendas include legislative and state policy issues that will impact the district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board members act on behalf of the entire community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board recognizes and celebrates positive accomplishments of the district and colleges.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board works to build a positive image of the district in the community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board members adhere to policies for dealing with college, community citizens, and the media.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The community and district employees are aware of who the elected trustees are and their role in district governance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

6. Diversity, Equity and Inclusion

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board maintains policies that support and encourage the district's work on diversity, equity, and inclusion.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board's practices enable it to achieve diversity, equity, and inclusion throughout the district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board meetings foster a culture of open communication and transparency, and enables forums for discussion of diversity, equity, and inclusion.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board acknowledges and respects the right of individual cultural customs, beliefs, and practices.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board is committed to increasing diversity of its members to better represent the community we serve.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

7. Board Leadership, Ethics, and Standards of Conduct

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board understands collective bargaining and its role in the process.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board practices appropriate collegial consultation (participatory governance).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board maintains confidentiality of privileged information.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board makes decisions in the best interest of students, the colleges, and the entire district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board operates ethically without conflict of interest following established board policies.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board members participate in trustee development activities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

8. Please indicate your affiliation to the Rancho Santiago Community College District and/or its colleges (Santa Ana College and Santiago Canyon College):

- Classified
- Community Member
- Faculty
- Management
- Student

Other (please specify)

9. How often do you attend Board of Trustees meetings?

- Regularly (16+ meetings)
- Frequently (11-15 meetings)
- Occasionally (6-10 meetings)
- Rarely (1-5 meetings)
- Never (0)

10. How useful do you think this questionnaire is to the Board's self-evaluations process?

- Very useful
- Somewhat useful
- Neutral
- Not very useful

Comment

11. What are the Board's greatest strengths?

12. What are the major accomplishments of the Board in the past year?

13. What are the areas in which the Board could improve?

**DESIGNATED RECIPIENTS OF
BOARD OF TRUSTEES SELF-EVALUATION INSTRUMENT**

September 27, 2021

Associated Student Government Officers
Academic Senates Officers
Chancellor
College Presidents
College Vice Presidents
Vice Chancellors
Assistant Vice Chancellors
Officers of the District's employee unions
Community members who serve on the District Bond Oversight Committees
Community members who serve on the Foundations
Accreditation representatives at each college
Chief, District Safety & Security
Lieutenants, Safety & Security
10 Community Members
5 Part-Time Faculty Members
5 Full-Time Faculty Members
5 Administrators
5 Department Chairpersons
5 Students
10 Classified Staff Members

2021 Board Self-Evaluation Proposed Timeline

Board Policy 2745 stipulates that the Board will conduct its self-evaluation no later than December. The following self-evaluation process has been developed in order to complete the process by the December 13, 2021, Board meeting:

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November 23, 2021

December 13, 2021 Board reviews and discusses tabulated self-evaluation results and creates annual unit goals.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

September 27, 2021

MANAGEMENT

Employment Agreement/Attachment #1

Reardon, William H.
Associate Dean, Fire Technology
Human Services and Technology Division
Santa Ana College
Academic Administrator

Extensions of Interim Assignments

Armstrong, Joanne L.

Interim Dean

Arts, Humanities and Social
Sciences Division

Santiago Canyon College

Effective: September 1, 2021 – June 30, 2022

Salary Placement: B-1 \$159,960.27/Year

Gascon, Christine M.

Interim Dean, Instruction & Student Services

Continuing Education Division

Santiago Canyon College

Effective: September 1, 2021 – June 30, 2022

Salary Placement: B-2 \$167,958.28/Year

(Plus 5% for Special Assignment/Pilot Program)

Quimzon, Eden M.

Interim Executive Director, Adult

Education Block

Continuing Education Division

Santiago Canyon College

Effective: September 1, 2022 – June 30, 2022

Salary Placement: C-2 \$156,447.80/Year

Jensen, Michael H.

Lieutenant

District Safety and Security

District

Effective: September 21, 2021 – December 17, 2021

Salary Placement: H-3 \$115,245.53/Year

Prado, Francisco O.

Lieutenant

District Safety and Security

District

Effective: September 21, 2021 – December 17, 2021

Salary Placement: H-3 \$115,245.53/Year

FACULTY

Contract LHE Workload Adjustments

Medina, Guillermo
Assistant Professor, Kinesiology
Head Coach, Men's Soccer
Mathematics and Sciences Division
Santiago Canyon College

Effective: August 16, 2021 – June 4, 2022
Fall 2021: 14.7 LHE
Spring 2022: 15.3 LHE
(30 LHE/Yearly Total)

Shekarabi, Nooshan
Professor, Political Science
Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: August 16, 2021 – June 4, 2022
Fall 2021: 14.5 LHE
Spring 2022: 15.5 LHE
(30 LHE/Yearly Total)

Change of Location/Site

Aguilera, Yolanda
Master Teacher/Site Supervisor
Child Development Center
Child Development Services
District

Effective: August 16, 2021
From: Centennial Education Center/Sepulveda
To: Santa Ana College East

Escobar Pacheco, Ximena
Master Teacher/Assistant Director
Child Development Center
Child Development Services
District

Effective: August 16, 2021
From: Santa Ana College East
To: Centennial Education Center/McFadden

Banked Leaves of Absence

Colunga, Molly
Professor, Reading
Humanities and Social Sciences Division
Santa Ana College

Effective: August 16, 2021 – December 11, 2021
Reason: Partial Bank Leave–Withdrawing 2.0 LHE

Hager, Benjamin
Associate Professor, Mathematics
Science, Mathematics, and Health
Sciences Division
Santa Ana College

Effective: August 16, 2021 – December 11, 2021
Reason: Partial Bank Leave–Withdrawing 2.5 LHE

Mandir, Joshua
Associate Professor, Chemistry
Science, Mathematics, and Health
Sciences Division
Santa Ana College

Effective: August 16, 2021 – December 11, 2021
Reason: Partial Bank Leave–Withdrawing 3.0 LHE

FACULTY (CONT'D)

Banked Leaves of Absence (cont'd)

Martino, Danielle
Professor, Astronomy
Mathematics and Sciences Division
Santiago Canyon College

Effective: August 16, 2021 – December 11, 2021
Reason: Partial Bank Leave–Withdrawing 2.5 LHE
(Concurrent with Fall 2021 Sabbatical)

Yamada, Ted
Professor, Chemistry
Science, Mathematics, and Health
Sciences Division
Santa Ana College

Effective: August 16, 2021 – December 11, 2021
Reason: Partial Bank Leave–Withdrawing 7.2 LHE

Part-time Hourly New Hires/Rehires

Bales, Shannon L.
Instructor, Legal Assisting/Paralegal
Business Division
Santa Ana College

Effective: October 18, 2021
Hourly Lecture Rate: I-3 \$65.88

Cardenas, Ilda M.
Instructor, Library Science
Fine and Performing Arts Division
Santa Ana College

Effective: January 31, 2022
Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26

Carmona, Nicole V.
Instructor, Criminal Justice
Human Services and Technology Division
Santa Ana College

Effective: September 13, 2021
Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26

Estrada, Ray L.
Instructor, Vocational/Culinary
Continuing Education Division
Santa Ana College

Effective: September 1, 2021
Hourly Lecture Rate: II-3 \$55.72

Gonzalez, Elizabeth A.
Instructor, Medical Assisting
Science, Mathematics and Health
Sciences Division
Santa Ana College

Effective: September 28, 2021
Hourly Lecture/Lab Rates: I-3 \$65.88/\$59.29

Hawe, Darrin L.
Site Director II
Continuing Education Division
Santiago Canyon College

Effective: August 30, 2021
Hourly Rate: \$62.00

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Lee, Sheryl F. Effective: September 8, 2021
Site Director II Hourly Rate: \$62.00
Continuing Education Division
Santa Ana College

Lee, Tina D. Effective: October 18, 2021
Instructor, Office Technologies Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26
Business Division
Santa Ana College

Orozco, Andrea Effective: August 30, 2021
Instructor, Older Adults/Physical Fitness Hourly Lecture Rate: I-3 \$54.37
Continuing Education Division
Santa Ana College/Santiago Canyon College

Shomph, Crystal R. Effective: August 23, 2021
Instructor, Stagecraft Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26
Dual Enrollment, Orange County High
School of the Arts
Fine and Performing Arts Division
Santa Ana College

Truong-Sawicki, Lee Lee N. Effective: September 3, 2021
Instructor, Music (equivalency) Hourly Lecture/Lab Rates: I-3 \$65.88/\$59.29
Arts, Humanities and Social Sciences Division
Santiago Canyon College

Vazquez, Candice D. Effective: September 1, 2021
Instructor, Vocational Health Care/Certified Nursing Hourly Lecture Rate: I-3 \$54.37
Assistant
Continuing Education Division
Santa Ana College

Adjusted Effective Date

Escobedo, Narciso Effective: August 18, 2021
Instructor, High School Subjects/Bridge Hourly Lecture Rate: II-3 \$55.72
Continuing Education Division
Santiago Canyon College

FACULTY (CONT'D)

Step Increase

Carrillo, Marco A.
Librarian
Fine and Performing Arts Division
Santa Ana College

Effective: August 16, 2021
New Hourly Rate: II-5 \$64.82

Delja, Teri K.
Nurse
Health and Wellness Center
Student Services
Santa Ana College

Effective: August 16, 2021
New Hourly Rate: I-5 \$61.74

Kim, June
Librarian
Fine and Performing Arts Division
Santa Ana College

Effective: August 16, 2021
New Hourly Rate: II-5 \$64.82

Petersen, Denise
Nurse
Health and Wellness Center
Student Services
Santa Ana College

Effective: February 1, 2021
New Hourly Rate: I-5 \$59.36
Effective: August 16, 2021
New Hourly Rate: I-5 \$61.74

Non-paid Intern Service

Castro, Miranda C.
Human Services Intern
Counseling and Student Support
Services Division
Santiago Canyon College

Effective: September 28, 2021 – June 30, 2022
College Affiliation: CSU, Fullerton

Chavez, Lizbeth L.
Human Services Intern
Counseling and Student Support
Services Division
Santiago Canyon College

Effective: September 28, 2021 – June 30, 2022
College Affiliation: CSU, Fullerton

Mckonic, Christina V.
Human Services Intern
Counseling and Student Support
Services Division
Santiago Canyon College

Effective: September 28, 2021 – June 30, 2022
College Affiliation: CSU, Fullerton

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Vasquez, Ana E.
Political Science Intern
Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: September 28, 2021 – December 12, 2021
College Affiliation: CSU, Long Beach

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and William H. Reardon (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”
2. **Position.** District hereby employs Administrator in the position of Associate Dean of Fire Technology (“Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.
3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing September 3, 2021 and ending June 30, 2023. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).
4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.
5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.
6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the

term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$167,764.82 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the

necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

Board Approval Date: September 27, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
SEPTEMBER 27, 2021**

CLASSIFIEDLongevity Increments

Arriola, Joseph Custodian Administrative Services Santa Ana College	Effective: October 1, 2021 Grade 4, Step 6 + 7.5% Graveyard Shift + 7.5% Longevity \$59,604.82
Bains, Kelsey Athletic Trainer Therapist Kinesiology Santiago Canyon College	Effective: October 1, 2021 Grade 15, Step 6 + 2 Professional Growth (1000) + 5% Longevity \$89,352.51
Butler, Aaron Gardener Utility Worker Administrative Services Santa Ana College	Effective: November 1, 2021 Grade 8, Step 4 + 7.5% Longevity \$58,565.54
Casas, Alan Support Services Assistant Continuing Education Santa Ana College	Effective: October 1, 2021 Grade 11, Step 6 + 7.5% Longevity \$73,401.45
Chapple, Felomina Buyer Purchasing District	Effective: December 1, 2021 Grade 14, Step 6 + 7.5% Longevity \$85,720.59
Garcia, Jesse Athletic Field Grounds Worker Administrative Services Santa Ana College	Effective: December 1, 2021 Grade 9, Step 6 + 10% Longevity \$68,856.49
Herrera, Melven Custodian Administrative Services Santiago Canyon College	Effective: November 1, 2021 Grade 4, Step 6 + 7.5% Graveyard Shift + 10% Longevity \$60,900.58

Longevity Increments cont'd

Jusay, Modesto Custodian Administrative Services Santa Ana College	Effective: December 1, 2021 Grade 4, Step 6 + 7.5% Graveyard Shift + 10% Longevity \$60,900.58
Lynch, Loan Auxiliary Services Specialist Administrative Services Santa Ana College	Effective: October 1, 2021 Grade 10, Step 6 + 7.5% Longevity \$70,238.89
Quinonez Tapia, Edgar Senior District Safety Officer District	Effective: December 1, 2021 Grade 13, Step 6 + 2.5% Longevity \$77,534.01
Santamaria, Mark HVAC Mechanic Administrative Services Santa Ana College	Effective: November 1, 2021 Grade 13, Step 6 + 5% Longevity \$79,425.09
Scott, Brigitte Administrative Secretary Science, Mathematics and Health Sciences Santa Ana College	Effective: December 1, 2021 Grade 12, Step 6 + 5% Longevity \$75,478.93
Tran, Angela Alternate Media Specialist Disabled Student Program Services Santa Ana College	Effective: October 1, 2021 Grade 13, Step 6 + 13 Professional Growth (6500) + 7.5% Longevity \$87,816.16
Tran, Trini Applications Specialist IV Information Technology Services District	Effective: December 1, 2021 Grade 22, Step 6 + 5% Longevity \$139,232.45

Professional Growth Increments

Garcia Carmona, Javier High School and Community Outreach Specialist Student Affairs Santa Ana College	Effective: October 1, 2021 Grade 13, Step 6 + 2.5% Bilingual + 5 Professional Growth (2500) \$80,034.01
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Out of Class Assignment

Alcantar, Ashley Financial Aid Analyst Financial Aid Santa Ana College	Effective: 09/01/21 – 10/31/21 Grade 11, Step 4 + 2 Professional Growth (1000) \$62,919.08
Bizon, Veronica Administrative Clerk Continuing Education Santa Ana College	Effective: 08/23/21 – 06/30/22 Grade 10, Step 4 + 7.5% Longevity + 2.5% Bilingual + 2 Professional Growth (500) \$65,713.73
Ceja, Daniel Lead Custodian Administrative Services Santiago Canyon College	Effective: 09/07/21 – 06/30/22 Grade 8, Step 4 + 2.5% Longevity + 7.5% Graveyard Shift \$59,927.53
Fouste, James Sergeant District Safety and Security District	Effective: 07/29/21 – 06/30/22 Grade K, Step 1 \$80,635.10 <i>Supervisory</i>
Naguib Estefanous, Nancy Financial Aid Technician Financial Aid Santa Ana College	Effective: 09/01/21 – 10/31/21 Grade 8, Step 6 + 1 Professional Growth (500) \$60,570.15

Change in Position

Aguilar, Gina Senior District Safety Officer District	Effective: 10/04/21 Grade 13, Step 6 \$75,642.94 <i>Change to Day Shift</i>
Spaulding, Thomas Senior District Safety Officer District	Effective: 10/03/21 Grade 13, Step 6 + 7.5% Graveyard Shift \$81,316.16 <i>Change to Graveyard Shift</i>
Herndon, Timothy Senior District Safety Officer District	Effective: 10/06/21 Grade 13, Step 6 + 2.5% Longevity + 5% Swing Shift \$81,316.16 <i>Change to Swing Shift</i>

Leave of Absence

Banderas, Justin
Library Technician
Library/ Santiago Canyon College

Effective: 08/24/21 – 06/30/22
Reason: FMLA-Intermittent Leave

Trujillo Gonzalez, Araceli
Student Program Specialist
Continuing Education/ Santa Ana College

Effective: 08/24/21 – 11/15/21
Reason: FMLA/Parental Leave

Rodriguez, Hector
Auxiliary Services Specialist
Auxiliary Services
Santa Ana College

Effective: 09/20/21 – 11/26/21
Reason: FMLA

CLASSIFIED HOURLY

New Appointments

Arauz, Kimberly
Student Services Specialist
Student Services
Santa Ana College

Effective: August 26, 2021
Grade 10, Step A \$24.52/Hour
Reinstate

Longevity Increments

Gardea, Omar
Learning Center Specialist
Continuing Education
Santa Ana College

Effective: November 1, 2021
Grade 10, Step A + 7.5% Longevity
\$24.19/Hour

Out of Class Assignment

Nguyen, Jan
International Student Program Specialist
Student Services
Santiago Canyon College

Effective: 10/11/21 – 02/18/22
Grade 11, Step A \$25.60/Hour

Leave of Absence

Barbery, Monica
Counseling Assistant
Continuing Education
Santa Ana College

Effective: 10/07/21 – 03/01/22
Reason: Unpaid Leave of Absence

Ratification of Resignation/Retirement

Labat, Michael
Instructional Assistant
Continuing Education
Santiago Canyon College

Effective: September 10, 2021
Reason: Resignation

Pizano, Daisy
Admissions and Records Specialist I
Continuing Education
Santa Ana College

Effective: September 10, 2021
Reason: Resignation

Reynolds, Noel
Disabled Student Program Specialist
Counseling
Santa Ana College

Effective: August 12, 2021
Reason: Resignation

Rios, Denise
Instructional Assistant
Student Affairs
Santa Ana College

Effective: August 25, 2021
Reason: Resignation

TEMPORARY ASSIGNMENT

Short Term Assignment

Faraci, Kendra
Transfer Center Specialist
Counseling
Santa Ana College

Effective: 09/28/21 – 12/31/21
Grade 11, Step A \$25.60/Hour

Hale, Jillian
Instructional Assistant
Mathematics and Sciences
Santiago Canyon College

Effective: 09/28/21 – 06/03/22
Grade 5, Step A \$20.08/Hour

Lopez, Julian
Instructional Assistant
Continuing Education
Santa Ana College

Effective: 09/28/21 – 06/30/22
Grade 5, Step A \$20.08/Hour

Ruiz, Jessica
Instructional Assistant
Continuing Education
Santa Ana College

Effective: 09/28/21 – 06/30/22
Grade 5, Step A \$20.08/Hour

Short Term Assignment cont'd

Tran, Ngoc
Genera Office Clerk
Small Business Development Center
Educational Services

Effective: 01/01/22 – 06/30/22
Grade 3, Step 1 \$18.83/Hour

Ubierna, Kendra
Transfer Center Specialist
Counseling
Santa Ana College

Effective: 09/28/21 – 12/31/21
Grade 11, Step A \$25.60/Hour

West, Ryan
Instructional Assistant
Mathematics and Sciences
Santiago Canyon College

Effective: 12/12/21 – 12/31/21
Grade 5, Step A \$20.08/Hour

Change in Temporary Assignment

Rodil, Jessamine
Instructional Assistant
Student Services
Santa Ana College

Effective: 07/01/21 – 08/08/21
Grade 5, Step A \$20.08/Hour

Additional Hours for Ongoing Assignment

Corona, Jose
Student Program Specialist
College Advancement
Santa Ana College

Effective: 08/23/21 – 12/31/21
Not to exceed 19 consecutive days in any
given period.

DeVera, Breanna
Instructional Assistant
Mathematics and Sciences
Santiago Canyon College

Effective: 08/23/21 – 12/11/21
Not to exceed 19 consecutive days in any
given period.

Nguyen, Jay
International Student Program Specialist
Student Services
Santiago Canyon College

Effective: 10/11/21 – 02/18/22
Not to exceed 19 consecutive days in any
given period.

Ontiveros, Tara
Student Services Coordinator
Student Services
Santiago Canyon College

Effective: 08/09/21 – 06/30/22
Not to exceed 19 consecutive days in any
given period.

Additional Hours for Ongoing Assignment cont'd

Walters, Amy
Instructional Assistant
Mathematics & Sciences
Santiago Canyon College
Effective: 08/23/21 – 12/11/21
Not to exceed 19 consecutive days in any given period.

Williams, Bonnie
Administrative Clerk
Human Services and Technology
Santa Ana College
Effective: 08/16/21 – 06/30/22
Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Merino Gonzalez, Jaime
Custodian
Administrative Services
Santiago Canyon College
Effective: 09/07/21 – 06/30/22

Narvaez Ramirez, Jesus Amador
Custodian
Administrative Services
Santiago Canyon College
Effective: 08/31/21 – 06/30/22

Sanchez, Raymonde
Lead Publications Assistant
Administrative Services
Santiago Canyon College
Effective: 08/18/21 – 06/30/22

Tolentino, Alfredo
Gardener Utility Worker
Administrative Services
Santiago Canyon College
Effective: 09/01/21 – 10/29/21

Reyes, Gloria
Administrative Secretary
Student Services
Santiago Canyon College
Effective: 08/30/21 – 11/30/21
Not to exceed 19 consecutive days in any given period.

MISCELLANEOUS POSITIONS

Coleman, Pamela
Business Expert Professional II
Small Business Development Center
Educational Services
Effective: 07/01/21 – 06/30/22

MISCELLANEOUS POSITIONS cont'd

Felten Rachel Effective: 07/01/21 – 06/30/22
Business Expert Professional II
Small Business Development Center
Educational Services

Fernandez, Isai Effective: 09/14/21
Coaching Assistant
Kinesiology
Santa Ana College

Hasman, Gisele Effective: 08/23/21 – 06/30/22
Business Expert Professional II
Small Business Development Center
Educational Services

Huerta, Thannia Effective: 09/13/21
Coaching Assistant
Kinesiology
Santa Ana College

Instructional Associates/Associate Assistants

Criminal Justice

Sanders, Christopher Effective: 09/28/21

COMMUNITY SERVICE PRESENTERS

Stipends Effective 08/11/21 – 09/10/21

Rudd, James Amount: \$ 592.20

Rudd, James Amount: \$ 888.30

VOLUNTEERS

Magray, Andre Effective: 09/28/21 – 06/30/22
Volunteer
Kinesiology
Santa Ana College

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Alfaro, Kiara	Effective:	09/08/21-06/30/22
Chavez, Vanessa	Effective:	09/08/21-06/30/22
Cuevas, Erika	Effective:	09/07/21-06/30/22
Elias, Marvin	Effective:	09/20/21-06/30/22
Gatica, Selina	Effective:	09/07/21-06/30/22
Guadarrama, Rosa C.	Effective:	09/15/21-06/30/22
Gutierrez Real, Katia	Effective:	09/20/21-06/30/22
Huynh, Tien Q.	Effective:	09/13/21-06/30/22
Mendez, Joshua A.	Effective:	09/14/21-06/30/22
Moosavi Dehaghani, Nikie	Effective:	09/20/21-06/30/22
Nguyen, Le Nhu Q.	Effective:	09/07/21-06/30/22
Nguyen, Ngoc Tram	Effective:	09/21/21-06/30/22
Nguyen, Nhut M.	Effective:	09/07/21-06/30/22
Nguyen, Thong	Effective:	09/13/21-06/30/22
Ortiz, Angel J.	Effective:	09/09/21-06/30/22
Phi, Phuong Anh	Effective:	09/20/21-06/30/22
Perez, Raychel L.	Effective:	09/03/21-06/30/22
Ruiz, Jennifer M.	Effective:	09/14/21-06/30/22

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT LIST**

Aguilar, Andrea	Effective:	09/08/2021 – 06/30/2022
Martinez, Janette	Effective:	09/02/2021 – 06/30/2022
Rusk, Denise	Effective:	08/30/2021 – 06/30/2022
Valle, Citlalli	Effective:	09/01/2021 – 06/30/2022
Velazquez, Ruth	Effective:	09/02/2021 – 06/30/2022

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: September 27, 2021
Re:	Approval of Professional Services Agreement with Shaw HR Consulting, Inc.	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District has a responsibility to support compliance with Title I of the Americans with Disabilities (ADA) and the California Fair Employment and Housing Act (FEHA). Over the last few years, Human Resources have experienced an increase in the number of disability accommodation requests by our employees. While many of these requests are temporary in nature and can be dealt with temporary restrictions in the workplace, some of the accommodation requests are more complex and require comprehensive and practical solutions.

ANALYSIS

Shaw HR Consulting, Inc. is recognized as a statewide leader in helping public sector employers manage their most challenging personnel issues, particularly when it comes to disability compliance obligations. Shaw HR Consulting, Inc. provides advice and practical assistance with managing the disability interactive process including developing essential function job analysis and facilitating the good faith interactive process meeting. For the period of July 1, 2021 to June 30, 2022.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with Shaw HR Consulting, Inc. as presented.

Fiscal Impact: Based on Utilization	Board Date: September 27, 2021
Prepared by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Submitted by: Cheng Yu Hou, 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 Shaw HR Consulting, Inc., having its principal business address located at 107 N. Reino Road, #414, Newbury Park, CA 91320 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 1, 2021, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2022 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

giving a written notice of termination.

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Three Hundred Fifty Dollars (\$350 per hour) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected

by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

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

Other Insurance Requirements

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

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

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

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

Agreement.

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District (“Confidential Information”). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District’s policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

District: Rancho Santiago Community College District
 Iris, I. Ingram, Vice Chancellor of Business Services
 2323 N. Broadway

Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Alistair Winter
Assistant Vice Chancellor, Human Resources
2323 N. Broadway
Santa Ana, CA 92706

Contractor: Rachel Shaw, President/Principal Consultant
107 N. Reino Road, #414
Newbury Park, CA 91320

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

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

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

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

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

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

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

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

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

28. Failure to Perform. As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

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

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Iris I. Ingram

Print Title: Vice Chancellor, Business Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __Rachel Shaw

Print Title: __President/Principal Consultant

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 and Payment Schedule (see attachment)

Who We Are

Thank you for the opportunity to provide you with a list of services and professional fees for Shaw HR Consulting, Inc. Our consultants are Human Resource professionals who understand Risk Management and California and federal Disability and Leave Laws and can help your organization with specific case management, customized training, implementing best practice policies and procedures and workplace investigations.

Services

Our consultants provide the following services:

- FEHA/ADA Disability Interactive Process Coordination and Facilitation
- Essential Functions Position Analysis™ Development
- Fitness-For-Duty Management
- Family Medical Leave Act, California Family Rights Act, and other State Leave Laws
- Customized Trainings & Workshops
- FEHA/ADA Lawsuit File Review / Expert Witness
- Workplace Investigations

Fees

Consulting Services and travel time are billed with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed as follows:

- Rachel Shaw: \$350 per hour
- Angel Ho: \$275 per hour
- All other Staff: \$250 per hour
- Workplace Investigations: \$275 per hour

For accommodation meeting facilitation requiring 400 miles or more of travel (roundtrip), a minimum day rate of \$4,500 applies, plus flight, rental car, hotel fees or mileage, if incurred.

When flight scheduling requires travel the day before the work is to be completed, a \$2,500 flat travel day rate applies. This cost is incurred only when flights cannot be scheduled on the day of the work assignment and ensure a timely arrival.

Fees for customized trainings and workshops are as follows:

- Full day session is \$8,000, plus flight, rental car and hotel fees, if incurred. Fee includes preparation call, customized training materials and word version samples for up to 75 participants. For each participant over 75, an additional fee of \$30 per participant applies.

For information on fees for expert witness and litigation support, please contact Rachel Shaw directly.

Terms

Payments are due within 30-days.

Thank You

Thank you again for the opportunity to provide you with a list of services and our fee schedule. Please contact us if you have any questions, and we look forward to being of service to your organization.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources

To:	Board of Trustees	Date: September 27, 2021
Re:	Approval of Fringe Benefit Providers for Calendar Year 2022	
Action:	Request for Authorization	

BACKGROUND

The Joint Benefits Committee annually reviews fringe benefit coverage and renewal proposals for District employees and retirees. The committee recommends that the District maintain its current fringe benefit providers for the 2022 calendar year.

ANALYSIS

The renewal rates are as follows:

- Blue Cross PPO - + 3.0%
- Blue Cross HMO - + 3.0%
- Companion Care Supplemental Plan – -5.82%
- MetLife Dental PPO – 0.00%
- Delta Dental HMO – +2.00%
- Kaiser HMO - +0.66%
- VSP - - 5.00%

Below are the recommended benefit providers for 2022:

<u>Company</u>	<u>Coverage</u>
Anthem BlueCross (PPO/HMO)	Health Care
Kaiser (HMO)	Health Care
CompanionCare	Retiree Health Care
Retiree First	Retiree Health Care
Delta Dental (HMO)	Dental Care
MetLife Dental (PPO)	Dental Care
The Hartford BasicLife Insurance	District Paid Life Insurance
The Hartford Voluntary Life Insurance	Voluntary Life Insurance
VSP Voluntary Vision	Voluntary Vision Plan
AFLAC	Voluntary - Cancer; Accident Insurance & Disability Insurance
MetLife	Auto/Home/Pet Insurance
	Hyatt Legal Plans
American Fidelity	Section 125 Plan Administrator
	Voluntary Cancer, Accident Insurance, & Disability Insurance.
United Pet Care	Voluntary veterinary discount plan.
Health Advocate	Employee Assistance Program

RECOMMENDATION

It is recommended that the Board of Trustees approve the insurance programs recommended by the Joint Benefits Committee and to authorized the Chancellor, or his designee, to enter into the appropriate agreements with the above companies for January 1, 2022 – December 31, 2022.

Fiscal Impact: Overall increase of Approximately \$683,000 if all benefits remain as-is.	Board Date: September 27, 2021
Prepared by: Don Maus, Director, Workplace Safety and Risk Management	
Submitted by: Cheng Yu Hou, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources

To:	Board of Trustees	Date: September 27, 2021
Re:	Rejection of Claim	File # 2108261
Action:	Request for Authorization	

The district's claims administrator recommends that the Board of Trustees authorize the Chancellor, or designee, to reject claim # 2108261.