

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

To:	Board of Trustees	Date: September 24, 2018
Re:	Approval of Agreement with Cambridge West Partnership, LLC	
Action:	Request for Approval	

**BACKGROUND**

The Legislature and Governor of California have approved a new apportionment model to determine state funding amounts for California Community Colleges. This new model takes effect immediately for the 2018-19 fiscal year. Previously, apportionment funding was primarily determined through Full Time Equivalent Students (FTES) units. Starting in 2018-19, funding will be determined on a combination of factors including FTES units, student outcomes, and assistance provided to low income students. Over the first three years, the formula will transition colleges to an increased percentage of funding based on non-FTES factors while decreasing the percentage of funding based on FTES.

**ANALYSIS**

The new Student Centered Funding Formula (SCFF) will dramatically change the way state funding is determined for the district. Due to the dynamic nature of this new model, the District's funding may fluctuate from year to year with changes in performance measures or demographic data. As such, it is imperative that we understand the new funding model and develop a new internal district Budget Allocation Model to mirror these changes.

Cambridge West Partnership, LLC (CWP) has worked with the State Chancellor's Office behind the scenes in the development of the new funding model. They have a strong and detailed understanding of the new funding model and all its components. CWP will assist the District with the development of a new internal college Budget Allocation Model, data analysis, and simulations. They will also provide the Fiscal Resources Committee (FRC) with an understanding of the SCFF as well as identifying focus areas to improve outcome elements at the college level.

The Agreement with CWP is at a rate of \$160 per hour for all work, with a not to exceed cost of \$57,600. Any requested printing will be billed separately.

Funding for the consultant is provided by the State Chancellor's Office Institutional Effectiveness Partnership Initiative (IEPI).

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Agreement with Cambridge West Partnership, LLC as presented.

Fiscal Impact:	\$57,600	Board Date: September 24, 2018
Prepared by:	Leanna Nolan, Senior Clerk, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Student Centered Funding Formula  
PROJECT PROPOSAL**

Cambridge West Partnership, LLC (CWP) is pleased to provide a proposal to assist Rancho Santiago Community College District with the development of a white paper to broaden awareness and understanding of the Student Centered Funding Formula (SCFF). CWP will assist the District with the development of a Multi-college district internal revenue allocation model and will provide the Fiscal Resources Committee (FRC) members with an understanding of the SCFF as well as identifying focus areas to improve outcome elements at the college level.

The SCFF white paper will include the following:

1. Executive Summary
2. Purpose
3. Detailed overview of the funding components
4. Districtwide data elements & analysis
5. Future obligations of the district (i.e. goal alignment, data verification)

The District allocation model assistance will include the following tasks:

1. Evaluation of the current district's Budget Allocation Model (BAM)
2. Evaluation of individual college data using SCFF metrics
3. Review available SCFF metrics (past 5 years) to establish trends for each metric
4. Develop an outcomes comparison of the surrounding districts and colleges
5. Develop a draft multi-college internal allocation model based on current data and district wide priorities

Process – Participate in the District steering committee meetings to:

1. Improve awareness and understanding of the SCFF elements
2. Discuss the Vision for Success goal alignment requirements outlined in the trailer bill
3. Review, modify and propose the draft revenue allocation model using college specific SCFF data elements
4. Review and discuss the outcomes comparisons data and identify SCFF topics to discuss at the colleges
5. Work with the FRC to identify potential data integrity abnormalities

We anticipate completing this project in 360 hours at a rate of \$ 160.00 per hour or a total not to exceed \$57,600. Actual hours will be billed. Printing (if requested) will be billed separately.

We plan to begin this project upon approval of the proposal and expect completion by April 30<sup>th</sup>, 2019. Based on the findings, the project scope and schedule may change with the agreement of both parties.

# **CONTRACT AGREEMENT**

## **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND CAMBRIDGE WEST PARTNERSHIP, LLC**

This AGREEMENT (“AGREEMENT”) between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a public educational agency (“DISTRICT”) and CAMBRIDGE WEST PARTNERSHIP, LLC (“CONTRACTOR”) shall be effective upon the execution date of this AGREEMENT. DISTRICT and CONTRACTOR are referred to herein individually as “PARTY” and collectively as “PARTIES.”

WHEREAS, DISTRICT desires to obtain special services (SERVICES) to assist Rancho Santiago Community College District with the development and presentation of a Student Centered Funding Formula (SCFF) white paper and development of a multi-college district internal revenue allocation model, as described in “project proposal” attached hereto; and

WHEREAS, CONTRACTOR warrants and represents to DISTRICT that CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES in a timely manner and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

### **ARTICLE I: CONTRACTOR’S SERVICES AND RESPONSIBILITIES**

1. CONTRACTOR shall timely and competently provide those SERVICES set forth in ATTACHMENT 1 of this AGREEMENT.
2. CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. CONTRACTOR agrees it shall take all special precautions necessary to protect the CONTRACTOR’S employees, DISTRICT’S employees, and members of the public from risk of harm arising out the nature of the work.
3. CONTRACTOR consents to use of CONTRACTOR’S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

### **ARTICLE II: COMPENSATION**

1. DISTRICT agrees to pay the CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT. District will be billed at \$160 an hour for 360 hours. Total contract not to exceed \$57,600. Printing (if requested) will be billed separately.
2. CONTRACTOR shall bill the DISTRICT on milestone completions. Billing shall include necessary support sufficient to satisfy the requirements of the DISTRICT. Invoices shall include information that shows progress billing and percentage of phase or phases completed to date of billing.

3. Invoices for payment of services by the CONTRACTOR shall be paid by the DISTRICT within a 45-day period from the invoice receipt date from the CONTRACTOR.

### **ARTICLE III: TERM, TERMINATION**

1. This AGREEMENT shall commence on the effective date of execution by the PARTIES, with CONTRACTOR'S SERVICES to commence on or about September 1<sup>st</sup>, 2018. All SERVICES shall be completed by no later than Oct. 30th, 2018 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, terminate this AGREEMENT and compensate CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than five days after the day of mailing, whichever occurs first.

### **ARTICLE IV: INDEMNITY AND INSURANCE**

1. CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of CONTRACTOR or of any Officer, Director, Agent, or Employee of CONTRACTOR.

2. DISTRICT agrees to indemnify and hold harmless CONTRACTOR, its officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of DISTRICT or of any Trustees, Officer, Director, Agent, or Employee of DISTRICT.

3. DISTRICT may require CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate.

### **ARTICLE V: INDEPENDENT CONTRACTOR**

1. CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. CONTRACTOR has no authority to bind DISTRICT. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to CONTRACTOR and its employees.

### **ARTICLE VI: MISCELLANEOUS PROVISIONS**

1. An inducement to the DISTRICT for entering into this AGREEMENT is the professional reputation and competence of CONTRACTOR and its employees. Neither this AGREEMENT, nor any

interest therein may be assigned by CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

6. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY.

7. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

**TO DISTRICT:**

Peter Hardash  
Vice Chancellor  
Business Operations/Fiscal Services  
Rancho Santiago Community College District  
714.480.7340 Office

**TO CONTRACTOR:**

Cambridge West Partnership, LLC  
C. M. Brahmhatt, Managing Director  
14451 Chambers Road, Suite 140  
Tustin, California 92780

Any such notices personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

**DISTRICT**

**CAMBRIDGE WEST PARTNERSHIP, LLC**

\_\_\_\_\_  
Peter Hardash,  
Vice Chancellor  
Business Operations/Fiscal Services  
Rancho Santiago Community College District

\_\_\_\_\_  
C.M. Brahmbhatt, Managing Director

Dated: \_\_\_\_\_

Federal ID No. 20-5500381  
Dated: \_\_\_\_\_