

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, February 26, 2018
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

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

The mission of Santa Ana College is to be a leader and partner in meeting the intellectual, cultural, technological, and workforce development needs of our diverse community. Santa Ana College provides access and equity in a dynamic learning environment that prepares students for transfer, careers and lifelong intellectual pursuits in a global community.

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

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session. **Completion of the information on the form is voluntary.** Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

Please note the board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the board that are not on the agenda may, at the board's discretion, be referred to staff or placed on the next agenda for board consideration.

1.5 Approval of Minutes – Regular meeting of February 5, 2018

Action

1.6 Approval of Consent Calendar

Action

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

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

2.0 STRATEGIC PLANNING UPDATE

- 2.1 Board of Trustee's Annual Strategic Planning Update Information
The strategic planning update will include the following documents and activities:
- A review of the Board's Planning Design, as adopted on February 19, 2013.
 - An Annual Progress Report on the Rancho Santiago Community College District Goals.

3.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 3.1 Report from the Chancellor
3.2 Reports from College Presidents
- Enrollment
 - Facilities
 - College activities
- 3.3 Report from Student Trustee
3.4 Reports from Student Presidents
- Student activities
- 3.5 Report from Classified Representative
3.6 Reports from Academic Senate Presidents
- Senate meetings
- 3.7 Report from Board Committee Chairperson
- Board Facilities Committee

4.0 INSTRUCTION

- *4.1 Approval of VitaNavis Subscription Agreement Action
The administration recommends approval of the VitaNavis Subscription Agreement as presented.
- *4.2 Approval of Walgreens Experiential Learning Program Agreement Renewal with Walgreen Company Action
The administration recommends approval of the Walgreens Experiential Learning Program agreement renewal with Walgreen Company located in Deerfield, Illinois as presented.
- *4.3 Approval of Professional Services Agreement Renewal with the City of Glendale Action
The administration recommends approval of the new Professional Services Agreement with the City of Glendale located in Glendale, California as presented.

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

- *4.4 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the Orange County Fire Authority Action
The administration recommends approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the Orange County Fire Authority located in Irvine, California as presented.
- *4.5 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Brea Action
The administration recommends approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Brea located in Brea, California as presented.
- *4.6 Acceptance of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Fullerton Action
The administration recommends approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Fullerton located in Fullerton, California as presented.
- *4.7 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Anaheim Action
The administration recommends approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Anaheim located in Anaheim, California as presented.
- *4.8 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Orange Action
The administration recommends approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Orange located in Orange, California as presented.
- *4.9 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of West Covina Action
The administration recommends approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of West Covina located in West Covina, California as presented.
- *4.10 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of La Verne Action
The administration recommends approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of La Verne located in La Verne, California as presented.

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

- *4.11 Acceptance of Memorandum of Understanding for Construction Technology Instruction Using Multi-Craft Core Curriculum (MC3) with Tonia Reyes Uranga, Consulting Action
The administration recommends approval of the Memorandum of Understanding for Construction Technology Instruction Using Multi-Craft Core Curriculum (MC3) with Tonia Reyes Uranga, Consulting located in Long Beach, California as presented.
- *4.12 Acceptance of Professor Kathy Takahashi's Sabbatical Leave Report Action
The administration recommends acceptance of Professor Kathy Takahashi's Sabbatical Leave Report.
- *4.13 Acceptance of Professor Roy Shahbazian's Sabbatical Leave Report Action
The administration recommends acceptance of Professor Roy Shahbazian's Sabbatical Leave Report.
- *4.14 Acceptance of Professor Cher Carrera's Sabbatical Leave Report Action
The administration recommends acceptance of Professor Cher Carrera's Sabbatical Leave Report.
- *4.15 Acceptance of Professor Darlene Diaz's Sabbatical Leave Report Action
The administration recommends acceptance of Professor Darlene Diaz's Sabbatical Leave Report.
- *4.16 Acceptance of Professor Denise Foley's Sabbatical Leave Report Action
The administration recommends acceptance of Professor Denise Foley's Sabbatical Leave Report.
- *4.17 Approval of Classroom Lease Renewal with Orange Unified School District Action
The administration recommends approval of the SCC Orange Education Center classroom lease renewal with Orange Unified School District in Orange, California.
- 4.18 College and Career Access Pathways (CCAP) Agreement, a Dual Enrollment Partnership Agreement 2018-2019 between Rancho Santiago Community College District (RSCCD) and Santa Ana Unified School District Information
The administration recommends the College and Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement 2018-2019 between Rancho Santiago Community College District (RSCCD) and Santa Ana Unified School District located in Santa Ana, California be accepted for information.

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

- 4.19 AB288 College and Career Access Pathways (CCAP) Partnership Agreement between Rancho Santiago Community College District (RSCCD) and Orange Unified School District Information
The administration recommends the AB288 College and Career Access Pathways (CCAP) Partnership with Orange Unified School District in Orange, California be accepted for information.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers from January 23, 2017, to February 13, 2018.
- *5.3 Award of Bid #1338 – Prop 39 Year 5 LED Lighting at Santa Ana College, Santiago Canyon College, Digital Media Center, Orange County Sheriff’s Regional Training Academy and District Operations Center Action
The administration recommends the award of Bid #1338 for Prop 39 Year 5 LED Lighting at Santa Ana College, Santiago Canyon College, Digital Media Center, Orange County Sheriff’s Regional Training Academy and District Operations Center as presented.
- *5.4 Approval of Rejection of All Bids for Bid #1339 – Window Repairs at District Operations Center Action
The administration recommends rejection of all bids for Bid #1339 - Window Repairs at District Operations Center as presented.
- *5.5 Approval of Agreement with Architecture 9 PLLLP – Architectural Design Services for Barrier Removal/Signage and Wayfinding at Santa Ana College and Santiago Canyon College Action
The administration recommends approval of the agreement with Architecture 9 PLLLP for architectural design services for barrier removal/signage and Wayfinding at Santa Ana College and Santiago Canyon College as presented.
- *5.6 Approval of Agreement with Architecture 9 PLLLP – Architectural Services for ADA Barrier Removal Parking Lot 9 at Santa Ana College Action
The administration recommends approval of the agreement with Architecture 9 PLLLP for architectural services for ADA barrier removal Parking Lot 9 at Santa Ana College as presented.

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

- *5.7 Approval of Agreement with SVA Architects, Inc. – Architectural/Engineering Services for the Building K Assessment Project at Santa Ana College Action
The administration recommends approval of the agreement with SVA Architects, Inc. for architectural/engineering services for the Building K Assessment project at Santa Ana College as presented.
- *5.8 Approval of Amendment to Agreement with HPI Architecture – Architectural Design Services for the new Johnson Student Center Project at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with HPI Architecture for architectural design services for the new Johnson Student Center Project at Santa Ana College as presented.
- *5.9 Approval of Agreement with Flewelling & Moody – Architectural Design Services for Barrier Removal Exterior Phases 3A & 3B at Santiago Canyon College Action
The administration recommends approval of the agreement with Flewelling & Moody for architectural design services for Barrier Removal Exterior Phases 3A & 3B at Santiago Canyon College as presented.
- *5.10 Approval of Amendment to the Agreement with Leland Saylor Associates - Cost Estimating Consulting Services for the Orange Education Center DSA Certification Project for Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with Leland Saylor Associates for cost estimating consulting services for the Orange Education Center DSA Certification Project for Santiago Canyon College as presented.
- *5.11 Approval of Contract with Silver Creek Industries, Inc. Action
The administration recommends approval of the Centralia School District Contract #N15-2017/2018, issued to Silver Creek Industries, Inc., for the purchase and installation of DSA approved portable buildings, accessories and related installation supplies as presented.
- *5.12 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period December 17, 2017, through January 20, 2018.

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

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Education Futures Initiative – Teacher Preparation Pipeline Program Mini-Grant (SAC & SCC) \$ 240,000
 - Hunger Free Campus Support (SAC) \$ 43,996
 - Veteran Resource Center Ongoing Funding (SAC & SCC) \$ 77,199
- *6.2 Approval of Sub-Agreement between RSCCD and Jackstin for the Strong Workforce Program – Regional Funds Initiative Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *6.3 Approval of Sub-Agreement between RSCCD and SynED for the Deputy Sector Navigator Information and Communications Technology (ITC)/ Digital Media Grant Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *6.4 Approval of Sub-Agreement between RSCCD and Butte-Glenn, Chaffey, El Camino, Riverside, San Diego, State Center and Solano Community College Districts for the Career Technical Education (CTE) Data Unlocked Initiative Action
The administration recommends approval of these sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *6.5 Approval of Second Amendment to the Sub-Agreement between RSCCD and San Joaquin Delta Community College District for the Career Technical Education (CTE) Data Unlocked Initiative Action
The administration recommends approval of this amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

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

- *6.6 Approval of Second Amendment to the Sub-Agreement between RSCCD and Butte-Glenn Community College District for the Career Technical Education (CTE) Data Unlocked Initiative Action

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

- *6.7 Approval of Third Amendment to the Sub-Agreement between RSCCD and Concentric Sky for the Career Technical Education (CTE) Data Unlocked Initiative Action

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

- 6.8 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointment
 - (1) Vice President
 - g. Other Educational and Classified Administrators
2. Liability Claim (pursuant to Government Code Section 54956.95)
 - a. #EMP1704519
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Melanie L. Chaney, J.D., Partner – Liebert Cassidy Whitmore
Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources

Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association (CSEA), Chapter 888
Continuing Education Faculty Association (CEFA)

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

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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session. **Completion of the information on the form is voluntary.** Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

Please note the board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for board consideration.

7.0 HUMAN RESOURCES

7.1 Management/Academic Personnel Action

- Approval of Appointments
- Approval of Interim Assignments
- Ratification of Resignations/Retirements
- Approval of 2017-2018 Institutional Tenure Review Recommendations
- Approval of Changes of Classification
- Approval of Adjusted 2017/2018 Contract Extension Days
- Approval of Adjusted 2017/2018 Contract Stipends
- Approval of 2017/2018 Contract Stipends
- Approval of Leaves of Absence
- Approval of Beyond Contract/Overload Stipend
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Correction of Hourly New Hire/Rehire Name
- Approval of Non-paid Intern Services

7.2 Classified Personnel Action

- Approval of New Appointments
- Approval of Professional Growth Increments
- Approval of Longevity Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments

7.2 Classified Personnel (continued)

- 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 & Stipends

7.3 Approval of Employee Calendar for 2018-2019

Action

The administration recommends approval of the 2018-2019 Employee Calendar.

7.4 Approval of Non-Credit Instructional Calendar for 2018-2019

Action

The administration recommends approval of the 2018-2019 Non-Credit Instructional Calendar.

7.5 Approval of Services of Job Elephant

Action

The administration recommends approval of the services of Job Elephant as presented.

7.6 Rejection of Claim

Action

The district's claims administrator recommends that the board authorize the Chancellor, or designee, to reject claim #EMP1704519.

7.7 Adoption of Resolution No. 18-05 Authorizing Payment to a Trustee Absent from Board Meeting

Action

It is recommended that the board adopt Resolution No. 18-05 authorizing payment to Trustee Arianna P. Barrios who was absent from the February 5, 2018 board meeting.

7.8 Approval of Auto-Renewal Clause in Administrator Agreements/Contracts

Action

It is recommended that the Board of Trustees discuss the existing administrator contracts to determine any changes to be made in the existing administrator agreements/contracts. It is further recommended that the existing administrator agreements/contracts with the auto-renewal clause remain in place and newly hired administrators be offered an agreement/contract with the auto-renewal clause.

8.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on March 12, 2018.

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

Board of Trustees (Regular meeting)

Monday, February 5, 2018

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Ms. Nelida Mendoza. Other members present were Ms. Claudia Alvarez, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Mr. Phillip Yarbrough, and Mr. Gregory Pierot. Ms. Arianna Barrios was absent due to a work related emergency.

Administrators present during the regular meeting were Ms. Judy Chitlik, Mr. Peter Hardash, Dr. John Hernandez, Mr. Enrique Perez, and Dr. Linda Rose. Ms. Debra Gerard was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Dr. Barry Resnick, Counselor – Santiago Canyon College (SCC).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve addendums for Item 6.1 (Academic/Management Personnel) and Item 6.2 (Classified Personnel). The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot's vote was aye.

1.4 Public Comment

Dr. Kristin Guzman, Professor of History – Santa Ana College (SAC) spoke regarding budget forums.

1.5 Approval of Minutes – Regular meeting of January 22, 2018

It was moved by Mr. Hernandez and seconded by Mr. Yarbrough to approve the minutes of the regular meeting held January 22, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot's vote was aye.

1.6 Approval of Consent Calendar

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

3.1 Approval of College Work-Based Learning Planning and Tools Pilot Project Memorandum of Understanding with the Foundation for California Community Colleges

The board approved the College Work-Based Learning Planning and Tools Pilot Project Memorandum of Understanding with the Foundation for California Community Colleges in Sacramento, California as presented.

3.2 Approval of Educational Affiliation Agreement with Goodfellow Occupational Therapy

The board approved the educational affiliation agreement with Goodfellow Occupational Therapy in Fresno, California as presented.

3.3 Approval of Educational Affiliation Agreement with Rehabilitation Institute of Southern California

The board approved the educational affiliation agreement with the Rehabilitation Institute of Southern California in Orange, California as presented.

3.4 Approval of Clinical Training Affiliation Agreement Renewal with Mission Hospital (WITH School Instructor on Hospital Premises)

The board approved the Clinical Training Affiliation Agreement Renewal with Mission Hospital (WITH School Instructor on Hospital Premises) in Mission Viejo, California as presented.

3.5 Approval of Clinical Training Affiliation Agreement Renewal with Mission Hospital (WITHOUT School Instructor on Hospital Premises)

The board approved the Clinical Training Affiliation Agreement Renewal with Mission Hospital (WITHOUT School Instructor on Hospital Premises) in Mission Viejo, California as presented.

4.1 Approval of Payment of Bills

The board approved the payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved the budget increases, decreases and transfers from January 11, 2018 to January 22, 2018.

1.6 Approval of Consent Calendar (continued)

4.3 Approval of the Quarterly Financial Status Report (CCFS-311Q) for Period Approved ending December 31, 2017

The board approved the Quarterly Financial Status Report (CCFS-311Q) for the period ending December 31, 2017 as presented.

4.5 Approval of Change Order #1 – Resolution No. 16-27 – Agreement for Energy Conservation Services with Climatec, LLC for the Energy Management Systems Upgrade at Santa Ana College, Digital Media Center and Santa Ana College Orange County Sheriff’s Regional Training Academy

The board approved Change Order #1 – Resolution No. 16-27 – Agreement for Energy Conservation Services with Climatec, LLC for the Energy Management Systems Upgrade at Santa Ana College, Digital Media Center and Santa Ana College Orange County Sheriff’s Regional Training Academy as presented.

4.6 Acceptance of the Completion of Resolution No. 16-27 – Agreement for Energy Conservation Services with Climatec, LLC for the Energy Management Systems Upgrade at Santa Ana College, Digital Media Center and Santa Ana College Orange County Sheriff’s Regional Training Academy

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

4.7 Award of Bid #1337 – Building H Window Replacement at Santa Ana College

The board approved award of Bid #1337 to Patriot Contracting and Engineering, Inc. for Building H windows replacement at Santa Ana College as presented.

5.1 Approval of Resource Development Item

The board approved the budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:

- Strong Workforce Program – Regional Share (District) \$25,888,898

5.2 Approval of the Contractor Agreement between RSCCD and Moraine Valley Community College for the Deputy Sector Navigator Information and Communications Technology ICT/Digital Media Grant

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

1.7 Campaign for College Opportunity Presentation regarding Santa Ana College Associate Degree for Transfer Pathways

Ms. Linda Vasquez, Regional Affairs Director, for The Campaign for College Opportunity provided a presentation on the Santa Ana College Associate Degree for Transfer Pathways and diversity data for RSCCD. Board members received clarification on the presentation and expressed appreciation to Ms. Vasquez.

1.8 Public Hearing – Child Development Centers – CSEA Chapter 888 Initial Proposal to Rancho Santiago Community College District

There were no public comments.

1.9 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Centers – CSEA Chapter 888

There were no public comments.

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to suspend the rules and hear Item 5.3 (Approval of Engagement Letter Proposal from CliftonLarsonAllen for Consulting Services) at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot's vote was aye.

5.3 Approval of Engagement Letter Proposal from CliftonLarsonAllen for Consulting Services

It was moved by Mr. Yarbrough to approve the approval of the engagement letter proposal. It was moved by Mr. Hanna to postpone action on this item to the February 26, 2018 meeting. It was moved by Ms. Alvarez and seconded by Mr. Labrado to table action on this item. The motion to table action on this item carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. No – Mr. Yarbrough. Student Trustee Pierot's vote was aye.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Reports from College Presidents

The following college representatives provided reports to the board:

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

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

2.2 Report from Student Trustee

Mr. Pierot provided a report to the board.

Trustee Mendoza left the meeting at this time.

2.3 Reports from Student Presidents

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

Mr. Juan Esqueda, Student President, Santa Ana College

2.4 Report from Classified Representative

There was no report from a classified representative on behalf of the classified staff.

2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Ms. Monica Zarske, Academic Senate President, Santa Ana College
Mr. Michael DeCarbo, Academic Senate President, Santiago Canyon College

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, 4.5, 4.6 and 4.7 were approved as part of Item 1.6 (Consent Calendar).

4.4 Quarterly Investment Report as of December 31, 2017

The quarterly investment report as of December 31, 2017 was presented as information. Board members accepted the report.

5.0 GENERAL

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

5.3 Approval of Engagement Letter Proposal from CliftonLarsonAllen for Consulting Services

Discussion of this item took place following 1.9 (Public Hearing).

5.4 Board Member Comments

Ms. Alvarez wished everyone a Happy Valentine's Day.

Mr. Hanna reported on the CCLC Legislative Conference and meetings with legislators in which he participated. He also reported that he would be traveling to Washington, D.C. to attend the ACCT Legislative Summit and participate in meetings with legislators.

5.4 Board Member Comments (continued)

Mr. Hernandez reported on the CCLC Legislative Conference and meetings with legislators in which he participated. He also reported that he would be traveling to Washington, D.C. to attend the ACCT Legislative Summit and participate in meetings with legislators.

Mr. Yarbrough expressed his confidence in the team going to the ACCT Legislative Summit in Washington, D.C. He also expressed appreciation for the report on local hires the trustees received.

Mr. Pierot expressed his support of guided pathways.

1.5 Approval of Minutes – Regular meeting of January 22, 2018

Mr. Yarbrough noted that an amendment to the minutes to reflect that Ms. Monica Zarske did not give a report at the January 22, 2018 board of trustees meeting was approved by affirmation.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:02 p.m. to consider the following items:

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

2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association, Chapter 888

Mr. Pierot left the meeting at this time.

RECONVENE

The board reconvened at 6:15 p.m.

Closed Session Report

Ms. Alvarez reported that during closed session the board discussed public employment and labor negotiations.

The board took no action during closed session.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approval of Employment Agreement
- Approval of New and Revised Job Descriptions
- Approval of Appointment to Interim Assignment/Employment of Retired STRS Member
- Approval of Interim Assignment
- Approval of Extension of Interim Assignment
- Ratification of Resignations/Retirements
- Approval of FARSCCD Part-time Hourly Step Increases
- Approval of FARSCCD Beyond Contract/Overload Step Increases
- Approval of Change in Classification
- Approval of 2017/2018 Contract Extension Days
- Approval of Ending 2017/2018 Contract Stipend
- Approval of Adding 2017/2018 Contract Stipend
- Approval of Beyond Contract/Overload Stipends
- Approval of Leaves of Absence
- Approval of Adjustment to Column Placement
- Approval of CEFA Part-time Hourly Step Increase
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Intern Service

6.2 Classified Personnel

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

- Approval of 2017-2018 CSEA Salary Schedule
- Approval of New Appointments
- Approval of Temporary to Contract
- Approval of Longevity Increments
- Approval of Professional Growth Increment
- Approval of Out of Class Assignment

6.2 Classified Personnel (continued)

- Approval of Change in Position
- Approval of Leaves of Absence
- Ratification of Resignation/Retirement
- Approval of Temporary Assignment
- Approval of Change in Temporary Assignment
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignment
- Approval of Miscellaneous Positions
- Approval of Community Service Presenters and Stipends
- Approval of Student Assistant Lists

6.3 Authorization for Board Travel/Conferences

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

7.0 ADJOURNMENT

The next regular meeting and Annual Strategic Plan Update of the Board of Trustees will be held on Monday, February 26, 2018.

There being no further business, Ms. Mendoza declared the meeting adjourned at 6:16 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

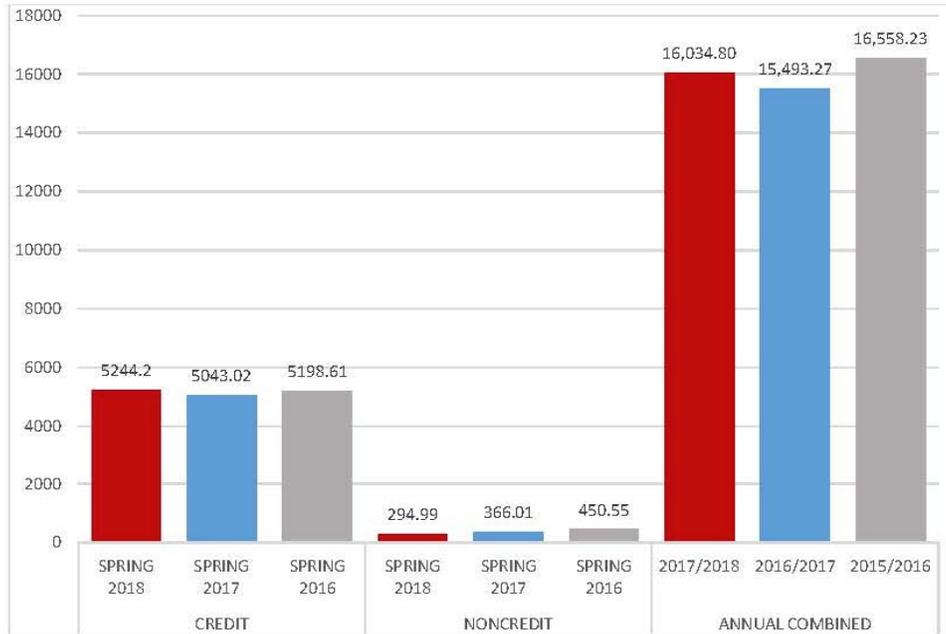
Approved: _____
Clerk of the Board

Minutes approved: February 26, 2018



SAC 2018 SPRING ENROLLMENT SNAPSHOT

Date: 02/05/18



PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET	7,302		
CREDIT SPRING PROJECTION	7,256	-46	-.7%
NONCREDIT SPRING TARGET	2,275		
NONCREDIT SPRING PROJECTION	2,050	-225	-10%
COMBINED ANNUAL TARGET	20,407		
COMBINED ANNUAL PROJECTION	20,001	-406	-2%

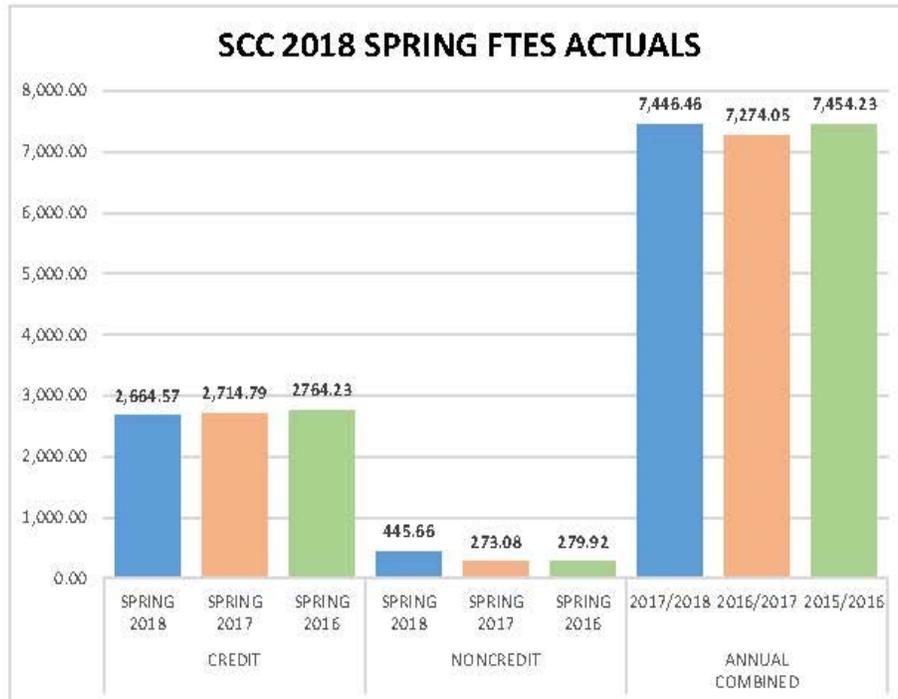
SOURCES:

Executive Dashboard
RG540 report



SCC 2018 SPRING ENROLLMENT SNAPSHOT

2/5/2018



PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET	2814		
CREDIT SPRING PROJECTION	2814	0	0.0%
NONCREDIT SPRING TARGET	1257		
NONCREDIT SPRING PROJECTION	1257	0	0.0%
COMBINED ANNUAL TARGET	8514		
COMBINED ANNUAL PROJECTION	8514	0	0.0%

SOURCES:

Executive Dashboard

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Vice Chancellor – Educational Services

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7460 – Office

Date: February 5, 2018
To: Dr. Raúl Rodríguez
From: Enrique Perez
Subject: Responses to Board Requests

From Trustee Claudia Alvarez

5.3 Approval of Engagement Letter Proposal from CliftonLarsonAllen for Consulting Services.

(A) Who's idea?

The proposal is addressed to Peter Hardash and in line 4 of the second paragraph it specifically states, "you have requested for CLA".

Did Peter in fact make this request?

Response: No, he did not. Trustee Yarbrough made the request.

If so, what was this request based on?

Response: This is currently unknown to District personnel.

Does Peter suspect that in fact a conflict of interest by District personnel exists?

Response: No, he does not.

IF so, who has the actual or apparent conflict?

Response: The District has not received any information regarding any potential conflicts of interest by District personnel.

IF it in fact involves District personnel, why has this issue not been brought up in closed session?

Response: The District has not received any information regarding any potential conflicts of interest by District personnel.

Is Peter recommending that we approve this proposal?

Response: No, he does not. The proposal is being presented for discussion / approval per Trustee Yarbrough's request.

When did the Chancellor become aware of this proposal?

Response: The Chancellor received the proposal on January 25, 2018.

(B) Who is this secret "third party"?

The proposal indicates the District received information from a third party:

Who in the District received what information?

Response: The District has not received any information regarding any potential conflicts of interest by District personnel.

Who is this third party?

Response: This is currently unknown to District personnel.

(C) The Foundation.

Is this the appropriate process to audit the Foundation?

Response: No, it is not. The District foundation board of directors may request an audit of the Foundation.

Doesn't the foundation conduct its own audits?

Response: Yes, independent auditors conduct a financial audit of the foundation as required by the state of California.

Do you know if the foundation also received this "information" and if so, did they engage in an audit?

Response: The chair of the foundation board of directors has confirmed that he has not received any information regarding any potential conflicts of interest by District personnel nor has any other member of the foundation board of directors informed him that they have received such information.

(D) Costs involved.

At first blush, the proposal gives a range of \$4500-\$9000 as costs. IF one continues reading the documents, the costs could multiply exponentially if we want a written report, they are subpoenaed, and/or they incur any legal fees in any of the follow up etc.

Is this 3rd party willing to personally incur the cost of this "investigation" and any other incurred costs as noted above?

Response: This is currently unknown to District personnel.

(E) Legal Counsel

Did the proponent of this item on our agenda, or any administrators consult with legal counsel regarding the liability and any other consequences for engaging in a potential unfounded "witch hunt" if no credible basis exist for this investigation.

Response: District personnel have been in communication with legal counsel; however, District personnel have not yet discussed the specific issues of the potential liability and/or other consequences if no credible basis exists for this investigation.

(F) Taxpayer's Money.

Where will this money come from and how will the expense be justified if this turns out to be the fulfillment of someone's political agenda and even if not?

Response: Assuming the District may initiate the audit, the District would pay for said services. If the District Foundation initiates the audit, the District Foundation would pay for said services.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana College – Student Services

To: Board of Trustees	Date: February 26, 2018
Re: Approval of VitaNavis Subscription Agreement	
Action: Request for Approval	

BACKGROUND

The Assessment Center coordinates and provides support for the Counseling 116 career assessments that are given to students. Students that take these courses take the Myers-Briggs (MBTI) and Strong Interest Inventory (SII). After the students complete the MBTI and SII a paper report with the results is printed for the Counselor and student to interpret and review in class. CPP, Inc. is the sole and exclusive source publisher of this assessment in the United States. As we continue the implementation of guided pathways and make changes based on AB705 mandates, we need a more versatile tool that is shorter and more interactive for students and Counselors.

ANALYSIS

CPP is designed to help individuals explore educational and career options on their own without offering a facilitated interpretation session. From student admission through graduation, it supports students’ understanding of their unique personal attributes and interests as they are considering or choosing a major and/or career. It is an unlimited access tool that can be used during individual counseling sessions, for high school students, undecided students, and would help support the guided pathway efforts at Santa Ana College. The cost of the first year subscription is \$29,995 which will be funded by Assessment Center instructional supplies account. Subsequent funding for the second year will determined after a thorough analysis of its use this first year.

RECOMMENDATION

It is recommended that the Board of Trustees approve the VitaNavis subscription agreement as presented.

Fiscal Impact: \$64,990	Board Date: February 26, 2018
Prepared by: Victoria Lugo, Interim Vice President of Student Services Maria Dela Cruz, Ph.D., Interim Dean of Counseling	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

VitaNavis™ Subscription Agreement

Version: June 2017

This *Subscription Agreement* (“**Agreement**”), dated February 5, 2018 (“**Effective Date**”), is between CPP, Inc., a California corporation (“**CPP**”) and the customer described below (“**Customer**”):

Customer Name:	Santa Ana College
Customer Address:	1530 W. 17th Street, Santa Ana, CA 92706

The parties agree as follows:

1. Services.

1.1. **VitaNavis Platform.** Customer will have access to the assessments offered by CPP, including (without limitation), the sixty (60) item Strong assessment (collectively, “**Assessments**”), and to the dashboarding and administrative functionality of the VitaNavis platform (“**Platform**”). Accounts are subscription-based (as detailed in the “**Fees & Payment Terms**” section below).

1.1.1. **Limited Number of Assessment Administrations.** Subject to the terms of this Agreement, during any particular subscription period (“**Subscription Period**”), Customer may only administer Assessments in the limited quantity described below. If Customer wishes to increase the number of Assessments authorized during a Subscription Period, Customer may contact a CPP representative for more information.

Authorized Number of Assessment Administrations:	unlimited within Santa Ana College
---	------------------------------------

2. Fees & Payment Terms.

2.1. **VitaNavis Platform.** In order to access the Platform, Customer must purchase a subscription at the rates detailed below (“**Subscription Fee**”). Payment of the Subscription Fee will grant Customer access to the Platform for the Subscription Period and for the administration of the Authorized Number of Assessments described above. Subscription Fees must be paid in advance upon account creation (or renewal, if applicable). If Customer would like to continue using the Platform after Customer’s current Subscription Period has expired, then Customer will be required to pay a renewal fee at the rates detailed below (“**Renewal Fee**”). Payment of the Renewal Fee will extend Customer’s access to the Platform for an additional one (1) year period, starting on the day after the expiration of Customer’s prior Subscription Period.

Subscription Fee:	\$29,995 for Year 1 (February 5, 2018 – February 4, 2019); \$34,995 for Year 2 (February 5, 2019 – February 4, 2020) and annually thereafter <i>Customer may choose not to renew for Year 2 by providing written notice to CPP at least sixty (60) days prior to the end of the Year 1 term.</i>
Subscription Period:	Years 1 & 2 – February 5, 2018 – February 4, 2020; Automatic annual renewal thereafter (subject to Section 8.2)

2.2. **Taxes.** Customer is responsible for all applicable federal, state, and local taxes, duties, fees, charges, surcharges, or other similar exactions, (whether such exactions are imposed directly upon Customer or upon CPP) (“**Taxes**”) imposed on Customer’s subscription to the Platform, the transactions that take place on the Platform, and any research services that Customer may choose to have CPP perform. “Taxes” do not include any taxes that are imposed on or measured by the net income of CPP. If Customer is tax-exempt, Customer may provide duly-executed documentation evidencing Customer’s tax-exempt status to CPP for consideration. If the documentation is accepted, CPP shall exempt Customer from Taxes on a going-forward basis, provided that Customer keeps all tax exemption documentation accurate and current.

3. **Data & Privacy.**

- 3.1. **Data Ownership.** Customer's use of the Platform involves several types of data, including (without limitation): the personal information of Customer's account users (e.g., employees of Customer who have access to the administrative aspects of the Platform) ("**Customer Personal Information**"); the personal information of those individuals ("**Respondents**") who take Assessments on the Platform ("**Respondents' Personal Information**"); and Respondents' responses to Assessments ("**Item Responses**").

Data ownership on the Platform works as follows: Customer may choose to administer one or more Assessments (up to the maximum authorized in Section 1.1.1 above) to Customer's Respondents using the Platform. Respondents can review the Assessment(s) and provide their Item Responses. As long as Item Responses remain in personally-identifiable format, they are owned and controlled by the Respondent. A Respondent can choose to disassociate his/her personal information from his/her Item Responses at any time using his/her account settings. Item Responses that are not personally-identifiable become general research data, which is owned and controlled by CPP.

CPP combines, aggregates, and otherwise manipulates Item Responses provided by Respondents with CPP's other research data to create a 'pool' of data relating to Customer's Respondents ("Platform Data"). During Customer's Subscription Period, and subject to the terms of this Agreement, Customer will have access to the Platform Data via the dashboard interface, but CPP will be the sole and exclusive owner and controller of Platform Data at all times, both during and after Customer's Subscription Period.

Customer will own and control Customer's Personal Information.

Notwithstanding anything to the contrary, this Section shall not operate to grant any proprietary or ownership interest to Customer in any of CPP's intellectual property, which shall remain the sole and exclusive property of CPP.

- 3.2. **Data Retention.** CPP will store data associated with Customer's account during the Subscription Period and any applicable renewal periods. Should Customer choose to terminate Customer's account, then CPP may, but is not required to, continue to store Customer's account information for a period of twelve (12) months. If Customer's account is terminated or suspended, Customer will not have access to Customer's data until Customer renews Customer's account, and CPP reserves the right to delete Customer's data at any time if Customer's account is suspended or no longer active.
- 3.3. **Privacy.** All personal information (for both Practitioner Users and Respondents) will be used in accordance with CPP's Privacy Policy, which is made available on the Platform and which CPP may update or amend from time to time.
- 3.4. **CPP Research & Product Development.** At all times, both during the term of Customer's subscription and thereafter, CPP reserves the right to retain all data generated via the Platform in non-personally identifiable format for CPP's research and product development purposes. Customer acknowledges that CPP may make use of any suggestions that Customer makes for improvements or changes to the Platform or related Assessments or services without compensation to Customer.

4. **Support, Downtime & Availability.**

- 4.1. **Support.** If Customer needs assistance with creating or using Customer's account, CPP will provide Customer with limited, basic support (as determined by CPP's sole discretion). Please contact help@vitanavis.com or your CPP representative for assistance.
- 4.2. **Downtime.** CPP shall use commercially reasonable efforts to make the Platform available at all times except for planned downtime and unavailability caused by circumstances beyond CPP's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, equipment malfunctions, power failures or Internet service provider failures. Notwithstanding any of the foregoing, Customer has no expectation regarding the availability of the Platform. Customer agrees that Customer's subscription is not contingent upon the delivery of any additional functionality or any additional support from CPP.
- 4.3. **Availability.** CPP reserves the right to make any modifications to the Platform at any time without notice to Customer. Customer acknowledges that Customer's access to the Platform is not contingent upon any specific features or services and Customer has no expectation regarding the intended functionality of the Platform.

5. Intellectual Property.

- 5.1. **CPP's Proprietary Rights.** Customer acknowledges and agrees that CPP is the sole and exclusive owner of all works and other products, including (without limitation) all Assessments and Reports, made available on the Platform, and the Platform itself. CPP reserves all rights, title, and interest in and to the Platform and the work and other products made available on the Platform, including all intellectual property rights. No rights are granted to Customer under this Agreement other than the limited license (subject to the terms of this Agreement) to make use of the Assessments and Reports as fully detailed in Section 5.2 below.
- 5.2. **CPP's Grant of Limited License to Customer.** Subject to the terms of this Agreement, and provided Customer has duly-purchased any applicable subscriptions, CPP grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to: (i) access the Platform; and (ii) administer Assessments in the limited quantity described in Section 1.1.1 to Customer's Respondents. This limited license shall only be in effect during Customer's fully-paid Subscription Period and any applicable renewal periods. This limited license is only for Customer's internal business purposes. Customer may not alter, modify, publicly perform or publicly display any works made available on the Platform, and Customer may not prepare any derivative works based on any works made available on the Platform. Customer may not administer Assessments or generate Reports in quantities above that described in Section 1.1.1. Customer may not sell, rent, lease, distribute for profit, or otherwise commercially exploit the works made available on the Platform.
- 5.3. **Restrictions.** Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of Customer's account and shall notify CPP immediately upon discovery of any unauthorized access or use. Customer shall not sell, resell, rent, or lease its access to the Platform or offer scoring services on a "service bureau" basis. Customer shall not use the Platform to store or transmit any infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights. Customer shall not use the Platform to store or transmit malicious code or software that will impair the functionality of the Platform or otherwise access the Platform in a manner not specifically authorized by this Agreement. Customer shall not interfere with or disrupt the performance of the Platform or attempt to gain unauthorized access to the Platform. Customer shall not contract with parties other than CPP for the scoring of any Assessments made available on the Platform. Customer promises not to use any personal information made available on the Platform in an unlawful or unethical manner. Customer shall not copy, frame, or mirror any portion of the Platform. Customer shall not reverse-engineer the Platform or any of the Assessments or Reports on the Platform or the scoring thereto. Customer shall not access the Platform in order to build a competitive product or service or to copy any features, functions, scoring, or content of the Platform. Customer shall not remove any copyright, patent, trademark, design right, trade secret, or any other proprietary rights notices from the Platform or the works or products made available on the Platform. Customer shall not make use of any CPP trademarks in any domain names.

6. Indemnification.

- 6.1. **By CPP.** If a third-party makes a claim that the Platform infringes any U.S. patent, copyright, trade secret, or other form of intellectual property ("**IP Claim**") against Customer, CPP will defend, indemnify, and hold Customer harmless against the IP Claim and pay all costs, damages, and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by CPP arising out of such IP Claim, provided that (i) Customer promptly notifies CPP in writing after Customer's receipt of notification of a potential claim; (ii) CPP may assume sole control of the defense of such claim and all related settlement negotiations; and (iii) Customer provides CPP, at CPP's request and expense, with the assistance, information, and authority necessary to perform CPP's obligations under this section. If Customer has services provided by other service providers that are subject to the IP Claim, then CPP's obligation will be to pay a *pro rata* portion of such damages, costs, liabilities, or expenses, based on the percentage of Customer's total end users for whom CPP has provided the claimed infringing services. CPP shall not be bound or materially prejudiced without its prior written consent. If, due to an IP Claim or the threat of an IP Claim, (i) the Platform is held by a court of competent jurisdiction, on in CPP's reasonable judgment may be held, to infringe by such a court, or (ii) Customer receives a valid court order enjoining Customer from using the Platform, or in CPP's reasonable judgment Customer may receive such an order, CPP shall in its reasonable judgment and at its expense, (a) replace or modify the Platform to be non-infringing without materially reducing the functionality of the Platform; (b) obtain for Customer a license to continue using the Platform; or (c) if a non-infringing version of the Platform or a license to use cannot be obtained on a commercially reasonable basis, then either party may terminate the use of the Platform without any liability.

6.2. **By Customer.** Customer agrees to defend and indemnify CPP, its officers, directors, employees, and assigns against any claims, damages, losses, costs, or liabilities of any kind (including reasonable attorneys' fees) arising out of or in connection with any actual or alleged breach of this Agreement, or in connection with any third-party suits or claims alleging matters which, if true, would constitute a breach of this Agreement.

7. **LIMITATION OF LIABILITY.** EXCEPT FOR CUSTOMER'S VIOLATION OF ANY OF CPP'S INTELLECTUAL PROPERTY RIGHTS OR MISUSE OF CPP'S CONFIDENTIAL INFORMATION, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF THE PLATFORM, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. EXCEPT FOR CUSTOMER'S VIOLATION OF ANY OF CPP'S INTELLECTUAL PROPERTY RIGHTS OR MISUSE OF CPP'S CONFIDENTIAL INFORMATION, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. PRODUCTS AND SERVICES ON THE PLATFORM ARE PROVIDED "AS-IS." CPP MAKES NO REPRESENTATION OR WARRANTY REGARDING THE PRODUCTS OR SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, CPP DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Term & Termination.**

8.1. **Term.** This Agreement shall go into effect on the Effective Date and shall remain in effect through the duration of Customer's Subscription Period (as may be renewed from time to time).

8.2. **Termination.**

8.2.1. **By Customer.** Customer may cancel its subscription at any time by providing thirty (30) days' written notice to CPP. Should Customer choose to cancel its subscription prior to the end of Customer's then-current Subscription Period, Customer will not receive a refund for any unused portion of the Subscription Period.

8.2.2. **By CPP.** If CPP determines, in its sole discretion, that Customer has materially breached this Agreement, then CPP may terminate Customer's subscription by providing written notice to Customer. Such termination by CPP shall be effective as of the date CPP provides such notice.

8.2.3. **Effects of Termination.** If Customer's subscription terminates or expires for any reason, then: (i) Customer shall lose all access to the Platform; (ii) Customer shall immediately stop making use of CPP's intellectual property (unless Customer has a separate, written agreement that authorizes Customer to do so); and (iii) Customer will not receive any refunds for any pre-purchased assessment administrations that Customer has not used prior to such termination or expiration.

9. **General Provisions.**

9.1. **Entire Agreement.** This Agreement, including all exhibits and addenda hereto, if applicable, constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

9.2. **Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, fiduciary, or employment relationship between the parties; the parties are independent contractors.

9.3. **Notices.** All notices, permissions, and approvals under this Agreement shall be in writing. Notices to CPP shall be addressed to the attention of its General Counsel. All notices to Customer shall be addressed to the most recent contact information associated with your account.

- 9.4. **No Waiver.** No failure or delay by either party in exercising any right under these this Agreement shall constitute a waiver of that right. Other than as expressly state herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 9.5. **Severability.** If any provision of these this Agreement is held by a court of competent jurisdiction to be contrary to law, that provision shall be severed from this Agreement, and the remaining provisions of this Agreement shall remain in effect.
- 9.6. **Assignment.** Customer may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of CPP. Notwithstanding the foregoing, CPP may assign its rights and obligations under this Agreement in their entirety without Customer's consent to CPP's affiliate(s) or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of CPP's assets not involving a direct competitor of Customer's.
- 9.7. **Governing Law.** This Agreement, and any disputes arising out of or related to this Agreement, shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.
- 9.8. **Venue.** Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Santa Clara County, California.
- 9.9. **Survival.** Any provisions of this Agreement that by their nature would survive shall survive any termination or expiration of this Agreement or termination or expiration of your account.

To evidence the parties' agreement to this Agreement, they have executed and delivered it on the dates indicated below:

Customer: Santa Ana College	CPP, Inc.
------------------------------------	------------------

Signature

Signature

Peter J. Hardash

Print Name

Print Name

Vice Chancellor, Business Operations/Fiscal Services

Title

Title

Date

Date



February 6, 2018

Maria Aguilar-Beltran
Santa Ana College
beltran_maria@sac.edu

To whom it may concern,

This letter is written to confirm that CPP, Inc. (“**CPP**”) is, by contract with the copyright owners, the sole and exclusive publisher of the following assessments in the United States:

- Myers-Briggs Type Indicator®;
- Thomas-Kilmann Conflict Mode Instrument™;
- Strong Interest Inventory®;
- iStartStrong®;
- SuperStrong®;
- FIRO® and FIRO-B®;
- CPI™; and
- Parker Team Player Survey™.

Authorized electronic versions of the instruments listed above can only be obtained through SkillsOne®, Elevate®, or VitaNavis® CPP’s online assessment delivery platforms.

Furthermore, CPP is the sole and exclusive source for paper versions of the following assessments:

- Strong Interest Inventory®; and
- FIRO® and FIRO-B®

CPP is also the sole and exclusive publisher of the following works in the United States:

- the *Introduction to Type*® series;
- the *Where Do I Go Next* booklet;
- the *Strong Interest Inventory*® *Manual and User’s Guide set*;
- the *MBTI*® *Manual*;

Finally, CPP is the sole and exclusive source for the following certification programs:

- MBTI® In-House Certification Program;
- FIRO-B® Certification Program; and
- CPI 260® Certification Program

Should you have any questions or concerns, please contact me at (800) 624-1765. CPP thanks you for your interest in our products and services.

Sincerely,

Jack Powers
CPP, Inc.

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Walgreens Experiential Learning Program Agreement Renewal with Walgreen Company	
Action:	Request for Approval	

BACKGROUND

Students in the Pharmacy Technology program are required to participate in externship activities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills learned in their college classes.

ANALYSIS

This Walgreens experiential learning program agreement renewal covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Walgreens experiential learning program agreement renewal shall be effective for three (3) years or until termination by written notice of either party. Dean Simon B. Hoffman and college staff have reviewed the Walgreens experiential learning program agreement renewal. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Walgreens experiential learning program agreement renewal with Walgreen Company, located in Deerfield, Illinois as presented.

Fiscal Impact:	None	Board Date: February 26, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

WALGREENS EXPERIENTIAL LEARNING PROGRAM AGREEMENT
(Non-Pharmacist)*

This Experiential Learning Program Agreement (the "Agreement") has been entered into as of the 26th day of February, 2018 (the "Effective Date") by and between Walgreen Co., an Illinois corporation, on behalf of itself and its domestic subsidiaries, with its principal place of business at 200 Wilmot Road, Deerfield, Illinois 60015 ("Walgreen") and the following "Organization:"

Rancho Santiago Community College District,

a Public College District of [State] California, with primary school/campus/office at Santa Ana College, 1530 West 17th Street, Santa Ana, CA 92706 and such additional schools/campuses as listed in Exhibit A, attached and incorporated herein.

WHEREAS, the Organization has established a curriculum or program to train its students, trainees, or clients to be pharmacy technicians or workers in other trades, skills, or qualifications, and

WHEREAS, Walgreen operates retail drug stores and other retail business facilities which employ pharmacy technicians and other skilled workers (each, a "Location"), and

WHEREAS, the parties agree that the development of a program (the "Program") whereby certain of the Organization's students, trainees, or clients (each, a "Participant") can obtain practical experience and learning in a retail, business, or pharmacy setting related to pharmacy and wellness services would benefit the Participant, the Organization, and the industry with Walgreen and similarly situated businesses, all of which will ultimately provide improved pharmacy and wellness related services to the community;

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows.

1. THE PROGRAM

The parties will design the Program to allow Participants to obtain practical experience in a Location in accordance with Walgreen's Experiential Guidelines and such other applicable trade associated guidelines on practice experiences (collectively hereinafter referred to as the "Program"). The Program will be designed to provide practical experience in accordance with applicable federal and state law and Program objectives as agreed upon by the parties, which shall be (a) similar to training in a vocational school, (b) for the benefit of the Participants as part of a learning experience, (c) without displacing regular employees, but acting under close personal supervision, (d) without immediate advantage to Walgreen from activities of Participants, (e) without guarantee of employment at conclusion of Participant's training period, and (f) with understanding by Organization, Walgreen, and Participants that the Participants are not entitled to wages or other compensation for the time of participation in the Program. Each Participant's participation in the program will be as agreed upon by the parties with respect to the Location, program period, number and schedule of hours. Use of the term "faculty" is intended to reference an educator, trainer, teacher, or other academic role. Use of the term employee is intended to include faculty, employees, staff, contractors, agents, and representatives of an entity.

* This form is for pharmacy technician and other non-pharmacist training programs, including general corporate, retail, and operational training programs. This form is NOT to be used for pharmacists, nurse practitioners, physician assistants, or other medical professional clinical programs.

2. TERM: TERMINATION

This Agreement will commence on the Effective Date and shall continue for a period of three (3) years (the "Term"). Notwithstanding the foregoing, at any time during the Term, either party may terminate this Agreement upon written notice to the other, such termination to be effective at the conclusion of the current academic semester, trimester or quarter, as applicable for the Organization.

3. WALGREEN RESPONSIBILITIES

3.1. **Supervision.** Walgreen will provide reasonable supervision and feedback to each Participant and to the Organization, including verifying in writing all hours and dates attended by a Participant. Walgreen will promptly report to the Organization the unsatisfactory progress (including without limitation unexcused absences) of any Participant. Walgreen will meet with designated faculty of the Organization as necessary to discuss and evaluate the Program, guidelines, and such other applicable matters with the Program.

3.2. **Equipment.** Walgreen will make available all required equipment, systems and supplies at the Location, including providing each Participant with sufficient orientation to the equipment and systems at the Location to enable the Participant to perform any tasks assigned.

3.3. **Capacity.** Walgreen will notify the Organization as to the number of Participants it can accommodate for an academic period.

3.4. **Staffing.** Walgreen will maintain at least its normal staffing levels while Participants are present at a Location. In no event will a Participant be expected or allowed to perform services in lieu of staff employees or otherwise displace regular employees.

4. ORGANIZATION RESPONSIBILITIES

4.1. **Program Coordinator.** The Organization will appoint one (1) faculty member to serve as the primary educational coordinator for the Program (the "Coordinator"). The Coordinator will be responsible for the overall management of each Participant's educational experience while participating in the Program. Either the Coordinator or another faculty or staff member will be on call at all times while Participants are present at any Location in connection with the Program.

4.2. **Permits.** The Organization shall maintain, at all times during the Term, accreditation as an educational institution; all licenses and permits necessary to the Program (including without limitation, an application for the applicable pharmacy technician's license for each Participant, if required by state or local law); and full and unrestricted accreditation of the Program from the applicable accrediting organization as agreed by the parties. The Organization shall promptly notify Walgreen of any adverse change in its accreditation or licensing status.

4.3. **Qualification of Participants.** The Organization shall ensure, through qualified faculty and curriculum, that each Participant is adequately prepared to benefit from his or her placement in the Program, including both classroom and laboratory instruction. A candidate's preparedness shall be measured by (i) academic performance indicating an ability to understand what the Participant will observe and perform while participating in the Program, (ii) an appreciation of the nature and gravity of the work Participant will observe and perform, and (iii) the candidate's deportment and conduct as appropriate for the setting.

4.4. **Background Testing.** The Organization will be primarily responsible for selecting each Participant who is to participate in the Program. Where required by applicable law, the Organization will verify that each Participant (a) has completed OSHA training for blood-borne pathogens; and (b) has obtained any required certifications to allow the Participant to provide education and counseling for the advanced pharmacy practice experiences and where permissible by law. The Organization will conduct a criminal background check for each Participant, including obtaining, as applicable, information from Federal, State (including the Participant's state of residence if different from the state in which the Organization is located) and local governmental sources. All background checks shall be conducted in a

manner that is consistent with the requirements of the Fair Credit Reporting Act and any applicable state laws. If the Organization becomes aware of any criminal, background and drug issues with any Participant in the Program, the Organization must inform Walgreen immediately. If any Participant's background check reveals a prior criminal record or any other negative material, the Organization and Walgreen will jointly evaluate whether such Participant should remain a candidate for the Program. Walgreen may audit the Organization's background check process and background check records of Participants placed in the Program. Also, and in accordance with Walgreen's Policies and Procedures, if a Participant is placed at a Walgreen Location and the Location is part of a random drug test, the Participant will also be tested.

4.5. **Preparation and Training.** The Organization will (a) be primarily responsible for the Participants' learning experiences and provide faculty sufficient to effectively implement the Experiential Learning Program; (b) provide the Participants with objective guidelines and contact information to the supervisors working with the Program; (c) Furnish Walgreen with a schedule of dates and hours for practical experience, as well as a list of names and contact information of participating Participants and faculty; and (d) coordinate with Walgreen personnel for preparation and evaluation of the Program.

4.6. **Compliance.** The Organization will instruct all of its Participants assigned to Walgreen with regard to compliance with all of its rules, regulations, policies, and procedures, including but not limited to those relating to the treatment of confidential information of Walgreen and its customers, as well as the responsibility and authority of Walgreen's personnel over patient care and administration. Organization shall instruct all of its Participants regarding that proper attire must be worn at all times in the Location. Prior to the commencement of participation in the Program, the Organization will also ensure that all Participants and faculty members involved in the Program become familiar with and adhere to all applicable requirements of HIPAA (as defined below) as well as Walgreen's standards, procedures and code of ethics.

4.7. **Access.** The Organization, its faculty, employees, and Participants shall respect and comply with any and all restrictions and requirements related to access to a Location, facility, area, system, record, data, information, equipment, product, or material of Walgreen, its employees, customers, patients, vendors, or contractors, as directed by Walgreen. The Organization agrees that Walgreen, in its sole discretion, may limit, restrict, terminate, or otherwise deny access by the Organization and its Participants, faculty, and employees at any time and upon immediate notice in any manner.

5. **PARTICIPANT RESPONSIBILITIES**

At all times while participating in the Program at a Location, all Participants shall adhere to Walgreen's workplace policies, rules and regulations, including those relating to the use of alcohol and other drugs, weapons, dress code, timeliness, patient privacy, confidentiality, and professional conduct; maintain good standing at the Organization, including maintaining a grade point average of 2.0 or higher; and maintain accurate, daily log sheets of all experiential hours.

6. **INSURANCE**

6.1. **Participant Health Insurance.** The Organization acknowledges that the Participant is not an employee of Walgreen, is not covered under Walgreen's health, dental, vision, or other medical insurance or benefits ("**Health Insurance**"), and Walgreen has no legal obligation to provide Health Insurance to the Participant.

6.2. **Organization Liability Insurance Requirements.** The Organization shall procure and maintain during the Term of this Agreement, at no cost or expense to Walgreen, insurance with the following coverage for the Organization, its faculty and Participants: (a) general liability policy in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year, and (b) professional liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year. Such policy shall specify that the liability coverage with regard to Walgreen under this Agreement is primary

and non-contributing. A certificate of such insurance shall be provided to Walgreen within ten (10) days after execution of this Agreement and annually thereafter on the anniversary of the Effective Date.

7. INDEMNIFICATION

7.1. **Indemnity by Organization.** To the fullest extent allowed by law, the Organization shall, during the term of this Agreement, indemnify and hold Walgreen and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees harmless from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for injuries, public liabilities, and property damage arising out of the negligent acts of any Participant or Organization employees in connection with the Program; provided however, that the Organization will not indemnify or hold Walgreen harmless for any claims or damages arising from the negligence or willful misconduct of Walgreen. This indemnification provision shall survive the termination of this Agreement for acts that arose while this Agreement was in effect.

7.2. **Indemnity by Walgreen.** To the fullest extent allowed by law, Walgreen shall, during the term of this Agreement, indemnify and hold the Organization and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees harmless from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for injuries, public liabilities, and property damage arising out of the negligent acts of Walgreen in connection with the Program; provided however, that Walgreen will not indemnify or hold the Organization harmless for any claims or damages arising from the negligence or willful misconduct of the Organization or any Participant or resulting from the failure of the Organization or any Participant to adhere to the Program and all applicable guidelines described in Paragraph 1 above. This indemnification provision shall survive the termination of this Agreement for acts that arose while this Agreement was in effect.

7.3. **Negligence.** Each party shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees to the full extent allowed by law.

8. CONFIDENTIALITY

8.1. **Definition.** Each party may be given access to the other party's confidential and proprietary information. "**Confidential Information**" shall mean material or information proprietary to either party or designated as Confidential Information by such party and not generally known by third parties. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): the existence and terms of this Agreement; Protected Health Information (as defined below), patient, customer, employee and student records, including names, addresses, telephone numbers, and other information related to patients, customers, employees, and students; marketing techniques and materials; marketing and development plans and procedures; financial information; proprietary Walgreen information; and proprietary Program design elements.

8.2. **Duty to Protect.** Each party will protect the other party's Confidential Information and will not disclose Confidential Information other than as permitted or required by the Agreement or as required by law. Any disclosures shall be to persons only as needs to be known with such persons being apprised of the confidentiality obligations and willing to comply with the terms of this Agreement.

8.3. **Exclusions.** Confidential Information will not include information which: (a) is or becomes available to the general public through no fault of the party receiving the Confidential Information (the "**Recipient**"); (b) is independently developed by the Recipient as evidenced by Recipient's own records; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is required to be disclosed by court order or as required by law. Before disclosing any Confidential Information under a court order or as required by law, the Recipient shall provide the other party (the "**Injured Party**") reasonable notice and the opportunity to object to or limit such disclosure. In addition to any other rights or remedies available to it at law, in equity, or pursuant to this Agreement (including without limitation the right to terminate the Agreement), the Injured Party shall be

entitled to injunctive relief to enforce the terms of this Agreement because the Injured Party may suffer irreparable harm in the event that the Recipient fails to comply with the terms of this Agreement and monetary damages may be inadequate to compensate for such breach.

8.4. **HIPAA Compliance.** Without limiting the foregoing, the Organization shall take all steps reasonably necessary to maintain strict compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320(d) et seq. and regulations promulgated thereunder (“HIPAA”). The Program may involve the Participant’s exposure to or use of Walgreen Protected Health Information (“Protected Health Information”), which shall mean any information created or received by Walgreen, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. The Organization acknowledges and agrees that all patient records of Walgreen shall be and remain the property of and in the custody of Walgreen, and instruct Participants to comply with Walgreen’s policies, restrictions, and requirements to protect the confidentiality of patient records and Protected Health Information. The Participants, the Organization, and its faculty and students will not retain or maintain any Protected Health Information outside of the Location during the Term, and may not retain or have access to Protected Health Information or any patient record of any Walgreen patient under this Agreement after participation in the Program.

8.5. **Survival.** The rights and obligations of this Article shall survive the expiration or sooner termination of this Agreement.

9. **PROGRAM PRACTICES**

9.1. **Recordkeeping.** Each party's respective educational, employment, healthcare and record keeping practices shall conform to all federal, state and local statutes, ordinances, and rules and regulations. The Organization agrees that it shall accept Participants for placement without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Walgreen will accept Participants into the Program without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Upon reasonable request, each party shall provide the other with any information or certificates which may be required to prove compliance with such statutes, ordinances, and rules and regulations or for licensure, accreditation, and quality assurance purposes.

9.2. **Termination of Participants.** Walgreen shall have the right to terminate, at any time, with or without notice, and in its sole discretion, the training of any Participant whose conduct is unsatisfactory or whose characteristics and activities are detrimental to Walgreen’s business or Walgreen's responsibility to provide quality health care. Termination of a Participant must be followed with a written communication to the Coordinator, including a statement of facts describing the Participant’s unacceptable conduct that resulted in such termination.

9.3. **No Guaranteed Offer.** Walgreen does not guarantee an offer of employment to any Participant in connection with the Program.

9.4. **No Compensation.** The parties understand and agree that neither party, nor any Participant, will be entitled to compensation hereunder for its participation in the Program. No Participant will be considered an employee of either the Organization or Walgreen as a result of participation in the Program, and neither the Organization nor Walgreen will be responsible for Worker’s Compensation coverage with respect to any Participant.

10. MISCELLANEOUS

10.1. **Force Majeure.** Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotion, or the like. Notwithstanding the above, strikes and labor disputes shall not constitute an excusable delay for either party under this Agreement. The Agreement may be terminated without penalty by the party whose performance has not been affected if non-performance continues for more than thirty (30) days.

10.2. **Headings, Counterparts.** Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.3. **Severability.** If any provision contained in this Agreement is held invalid, illegal, or unenforceable, then this Agreement will be construed as if such provision had never been contained herein.

10.4. **Compliance with Laws.** The parties will comply with all applicable laws, ordinances, rules, and regulations governing their respective duties or responsibilities under this Agreement.

10.5. **Independent Contractor.** The parties hereto are independent contractors and have no authority to act for the other party except as expressly provided in this Agreement. Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the Organization and Walgreen. This Agreement shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither Walgreen nor the Organization shall be under any obligation to any third party by reason of this Agreement or any term thereof.

10.6. **Publicity.** Neither party will use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity or press releases or advertising or in any manner, including customer lists, without that party's prior written consent. Consent of Walgreen shall not be valid unless obtained from Walgreen's corporate Vice President or Divisional Vice President of Corporate Communications.

10.7. **Conduct.** At all times while present at a Location, the Organization and its employees and students (including the Participants) will comply with all applicable Walgreen policies including without limitation: (i) no smoking; (ii) drug-free environment; (iii) dress code; (iv) non-harassment; (v) all safety and security policies (including a prohibition against weapons), (vi) computer security and use policies; (vii) HIPAA compliance; and (viii) code of conduct.

10.8. **Non-Assignment.** Neither party may assign or subcontract its duties or responsibilities under this Agreement without the prior written approval of the other party.

10.9. **Non-Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provisions hereof and no waiver shall be effective unless made in writing.

10.10. **Notices.** All notices under this Agreement (excluding routine communications) shall be personally delivered or sent by express, certified or registered mail, return receipt requested, to:

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

WALGREEN CO.:
Walgreen Co.
ATTN: Manager, Talent Acquisition
200 Wilmot Road, M.S. #1220
Deerfield, IL 60015
Attn: Manager, Talent Acquisition

With a copy to:

Santa Ana College
ATTN: Pharmacy Technology
1530 West 17th Street
Santa Ana, CA 92706-3398

With a copy to:

Walgreen Co.
ATTN: Commercial Legal Services
104 Wilmot Road, M.S. #1434
Deerfield, IL 60015

Notices shall be deemed given upon receipt or refusal to accept delivery.

10.11. **Entire Agreement.** This Agreement, together with all exhibits attached hereto, represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties. No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by authorized representatives of each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written and do each hereby warrant and represent that its respective signatory who has signed this Agreement below is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

WALGREEN CO.

By: _____

By: _____

Name: Peter J. Hardash, Vice Chancellor

Name: _____

Title: Business Operations & Fiscal Services

Title: _____

Date: _____

Date: _____

APPROVED BY DEPARTMENT	
CONTRACTS LEGAL	BY: _____
TALENT ACQUISITION & DIVERSITY SERVICES	BY: _____
	BY: _____

EXHIBIT A

List of schools, colleges, campuses, locations, and divisions of Organization covered under the Agreement for participants from the Organization. Each should be listed with applicable details for name, address, primary contact with contact information, and such other relevant details for Program.

Santa Ana College
Pharmacy Technology Program
1530 West 17th Street
Santa Ana, CA 92706-3398

John Ross, CPhT
Department Chair
Rossjr_John@sac.edu
(714) 564-6622

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Professional Services Agreement Renewal with the City of Glendale	
Action:	Request for Approval	

BACKGROUND

The Santa Ana College Fire Technology Wellness Program has worked with the City of Glendale in the past providing wellness classes for the Glendale Fire Department. This professional services agreement renewal will allow the Santa Ana College Fire Technology Wellness Program to continue providing these classes.

ANALYSIS

This professional services agreement renewal covers the scope of work provided by the Santa Ana College Fire Technology Wellness program. This agreement generates a revenue of \$17,000 per year for the college and shall be effective for two (2) years, with an option to extend the agreement for one (1) additional year, if funding is available, or until termination by written notice of either party. Dean Simon B. Hoffman and college staff have reviewed the professional services agreement renewal.

RECOMMENDATION

It is recommended that the Board of Trustees approve this professional services agreement renewal with the City of Glendale, located in Glendale, California as presented.

Fiscal Impact:	None	Board Date: February 26, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF GLENDALE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
on behalf of SANTA ANA COLLEGE

THIS AGREEMENT ("Agreement"), effective March 1, 2018 ("Effective Date"), is between the CITY of Glendale ("CITY"), a municipal corporation, and Rancho Santiago Community College District, on behalf of Santa Ana College ("CONSULTANT"), a Public Education Institution (collectively, "PARTIES" or individually, "PARTY").

RECITALS

A. CITY is a public entity organized and existing under its Charter and the State of California's Constitution.

B. CONSULTANT represents that CONSULTANT is, and will continue to be for this Agreement's duration, a California Public Education Institution in good standing.

C. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner.

D. CONSULTANT desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, CITY engages CONSULTANT's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which CITY and CONSULTANT have entered into this Agreement. CITY and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

4.3(2)

2.0 TERM

2.1. This Agreement's Term is two years beginning on March 1, 2018 and ending on February 28, 2020 unless this Agreement ends sooner according to the terms elsewhere in this document. At City's sole option, and for consideration received, city has an option to extend this agreement by one additional year if funding is available.

3.0 SERVICES

3.1. **Scope of Work.** CONSULTANT shall perform Wellness Program Services, ("the Services") in accordance with the Scope of Work, which is attached as "Exhibit A" to this Agreement and is incorporated into it by this reference

3.2. **Written Authorization.**

(A) CONSULTANT shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONSULTANT provides additional services or materials without written authorization, or if CONSULTANT exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONSULTANT proceeds at CONSULTANT's own risk and without payment.

(B) CITY will authorize CONSULTANT to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONSULTANT to proceed with each task. In performing each phase or task, CONSULTANT shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONSULTANT and its Subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

4.3(3)

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to CITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

4.0 TIME FOR PERFORMANCE

4.1. CONSULTANT shall perform the Services according to the Project Time Schedule, which is attached as "Exhibit B" to this Agreement and is incorporated into it by this reference. CONSULTANT shall complete all of the Services by March 2020 (Year 2/2).

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from CITY's Project Manager.

4.3(4)

4.3. **Force Majeure.** If an event or condition constituting a “force majeure”— including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY’s control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

5.0 **PERSONNEL**

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet goals as required to coordinate, review, and ensure CONSULTANT’s performance under this Agreement. CITY’s Project Manager will oversee the administration of CONSULTANT’s tasks under this Agreement.

5.2. **Key Personnel.** CONSULTANT’s project team shall work under the direction of the Terri Wann who will appoint identified personnel to carry out tasks identified in the scope of work. CONSULTANT shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With CITY’s prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities (“Subconsultants”) that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT’s duties. CITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and CITY. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers’ compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT’s employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the

employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of CITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or

anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

6.0 FACILITIES

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use a CITY facility, CONSULTANT shall meet and confer with CITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. CITY's payment to CONSULTANT will be based upon CONSULTANT's Fee Schedule, which is attached as "Exhibit C" to this Agreement and is incorporated into it by this reference Except as itemized in the Fee Schedule, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

7.2. **Fee.** CITY shall pay for the Services in a lump sum, which is not to exceed seventeen thousand dollars per year (\$17,000), upon CONSULTANT's satisfactory completion of the Services and CONSULTANT's delivery of the work product.

7.3. If CITY requires additional work not included in this Agreement, CONSULTANT and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. **Maximum Cost.** CONSULTANT expressly acknowledges that the total cost to complete all tasks set forth in "Exhibit A" must not exceed Seventeen Thousand dollars (\$17,000) per year ("Maximum Cost"). When CONSULTANT has billed 75% of the Maximum Cost, CONSULTANT shall provide written notice to CITY's Project Manager that CONSULTANT has expended 75% of the Maximum Cost.

7.5. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.6. **Invoices.** CONSULTANT shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

8.0 **AUDIT BY CITY**

8.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

9.0 **DATA, RECORDS, PROPRIETARY RIGHTS**

9.1. [This section left blank intentionally.]

9.2. **Ownership and Use.**

CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT's work product, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights that arise from creation of the work under this Agreement vest in CITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without CITY's prior written authorization, CONSULTANT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. **Public Records Act.**

(A) CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions. CONSULTANT acknowledges that CITY has no obligation to notify CONSULTANT when a request for records is received.

(B) CONSULTANT shall identify in advance all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(C) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONSULTANT may, when notified by City of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONSULTANT fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring

liability to CONSULTANT, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS

10.1. CONFLICT OF INTEREST. CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONSULTANT will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

10.2. CAMPAIGN CONTRIBUTIONS.

(A) CONSULTANT and its Subconsultants shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONSULTANT's and its Subconsultants' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

(1) A consultant (including a subconsultant)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and

(2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a consultant (or a subconsultant) has provided a campaign contribution.

(B) CONSULTANT acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Agreement is less than \$50,000, CONSULTANT still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

(1) CONSULTANT and CITY amend the Scope of Services in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or

(2) CITY, Glendale Successor Agency, or the Housing Authority awards CONSULTANT another contract which has a total anticipated or actual value of \$50,000 or more, or awards CONSULTANT a combination or series of contracts which have a value of \$5,000 or more.

(C) CONSULTANT represents and certifies that:

(1) CONSULTANT has read and fully understands the provisions of Municipal Code Section 1.10.060;

(2) CONSULTANT will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and

(3) CONSULTANT shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to CITY, and during this Agreement's Term, CONSULTANT shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit D" to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

12.0 INDEMNITY

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— CONSULTANT, its employees, agents, Subconsultants, and persons whom CONSULTANT employs or hires (individually and collectively, "CONSULTANT INDEMNITOR") shall indemnify, defend, and hold harmless

CITY, its officers, agents, employees, and representatives (individually and collectively, "CITY INDEMNITEE") from and against a "liability" [as defined in Subparagraph (A) below], or an "expense" [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of a CONSULTANT INDEMNITOR:

(A) "Liability" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the liability is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) "Expense" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney's fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONSULTANT INDEMNITOR's defense and indemnification obligations:

(A) Do not apply to a liability, or an expense, or both, that arise out of, pertain to, or relate to the sole negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONSULTANT INDEMNITOR's insurance policy provides an upfront defense to CITY, CONSULTANT INDEMNITOR's obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel reasonably acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the CITY INDEMNITEE; or

12.5. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide CITY with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

12.6. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;

- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If CITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to satisfactorily perform the Services specified in this Agreement, CITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within 30 days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within 30 days after receiving CITY's Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONSULTANT has corrected the Default;

(B) CITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) CONSULTANT for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in CITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

- (1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or
- (2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY or CONSULTANT may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 GENERAL PROVISIONS

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit D.
- (3) Exhibit B.
- (4) Exhibit A.
- (5) Exhibit C.

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law.** California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If a PARTY waives the other PARTY's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the PARTY from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. **Further Assurances.** Upon CITY's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

- (1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or
- (2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to

personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;

or

- (4) Facsimile.

(B) All written notices or correspondence sent in the described manner will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;

(3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or

(4) The date of transmission, when sent by facsimile.

(C) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the place, or facsimile number, for giving notice.

CITY: City of Glendale
Dept.: Fire
421 Oak Street
Glendale, CA 91204
Attn: Julie Schaeffer

Tel. No. (818) 550-5687
Fax. No. (818) 547-1031

CONSULTANT: Santa Ana College
Fire Technology Department
1530 W 17th Street
Santa Ana, CA 92706-3398
Attn: Terri Wann

Tel. No. (714) 564-6861
Fax. No. (714) 564-6850

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its term; and

(C) They have executed this Agreement on the date opposite their signature.

Executed at Glendale, California.

CITY OF GLENDALE:

By _____
(Name) _____
(Title) _____

Date: _____, 20__

**CONSULTANT:
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
On behalf of SANTA ANA COLLEGE**

By _____

Date: _____, 20__

(Name) Peter J. Hardash

(Title) Vice Chancellor, Business Operations & Fiscal Services

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT LIST

- | | |
|----------------------------------|-------------------------------|
| “Exhibit A”:
(1 page) | Scope of Work |
| “Exhibit B”:
(1 page) | Project Time Schedule |
| “Exhibit C”:
(1 page) | Fee Schedule |
| “Exhibit D”:
(6 pages) | Insurance Requirements |

Exhibit A Scope of Work

The Instructor, as an independent contractor, agrees to perform during the term of this Agreement, a Wellness Class for the City of Glendale Fire Department. The estimated number of students that will participate in the class will be approximately 155. Wellness Classes will begin in March each fiscal year and be completed by March of the following year. The class will include the following:

- The Fitness Assessment will include a 12-lead ECG, graded exercise test, blood pressure, pulmonary function, body composition assessment, and various strength and flexibility tests. This is a fitness evaluation not a medical assessment a doctor does not evaluate the results. Students are encouraged to take their individualized fitness profile to their doctor for review.
- Individualized Fitness Assessment Results Profile will be provided to each participant.
- A minimum of 8 hours of lectures/workshops on health, fitness, and nutrition topic will be given during the duration of the Wellness Class. Classes will be repeated up to four times per shift, for a total of up to 12 lecture/workshops to cover each topic.
- Students enrolled in the Wellness Class also have access to registered dieticians, exercise physiologists, and injury prevention specialists throughout the year.
- Upon request the Fire Department will receive an aggregate report showing the Fire Department average fitness scores in the following areas: Cardiovascular fitness, muscular fitness, body composition, and coronary risk.

**Exhibit B
Project Time Schedule**

Year one: Begins March 2018

Year two: Begins March 2019

Year three: Optional Begins March 2020

**Exhibit C
Fee Schedule**

Annual fee schedule is dependent upon class size and current tuition fees for California residents; provided, however that in no event will the amount payable under this Agreement exceed the Maximum Cost set forth in paragraph 7.4 of the Agreement.

The expected number of participants is approximately 155

Year one commencing March 2018:

\$104.00 per person (\$92.00 registration fee + \$12.00 materials fee) for California Resident and \$674.00 per person for non-Residents.
Total Estimated Cost: based on 155 participants (CA residents) = \$16,120.00

TOTAL NOT TO EXCEED \$17,000

Year two commencing March 2019:

\$104.00 per person (\$92.00 registration fee + \$12.00 materials fee) for California Resident and \$674.00 per person for non-Residents.
Total Estimated Cost: based on 155 participants (CA residents) = \$16,120.00

TOTAL NOT TO EXCEED \$17,000

Option Year Three commencing March 2020:

\$104.00 per person (\$92.00 registration fee + \$12.00 materials fee) for California Resident and \$674.00 per person for non-Residents.
Total Estimated Cost: based on 155 participants (CA residents) = \$16,120.00

TOTAL NOT TO EXCEED \$17,000

Exhibit D Insurance Requirements

1.0 GENERAL REQUIREMENTS

1.1 The CONSULTANT shall provide evidence of self-insurance for Workers' Compensation, General Liability, and Professional Liability acceptable to the City's Risk Manager or City Attorney, OR the following:

1.2 At all times the insurance company issuing the policy must meet all three of these requirements unless waived by City of Glendale's Risk Manager or City Attorney:

- (A) It must be "admitted" insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance's "List of Surplus Line Insurers" ("LESLI");
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must Carry a minimum A.M. Best Company Financial Strength Rating of "A: VIII," or better.

1.3 If the agreement requires any of the foregoing insurance coverage's to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY – with the final Application for Payment – all certificates and additional insured endorsements evidencing the coverage's continuation.

1.4 A deductible or self-insured retention is subject to CITY's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit or insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

The CITY acknowledges that CONSULTANT has a \$25,000 Self-Insured Retention on its General Liability insurance and agrees that such SIR is acceptable for the Services.

1.5 Despite any conflicting or contrary provision in CONSULTANT's insurance policy:

- (A) CONSULTANT's insurance is primary;
- (B) Other insurances (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT's insurance;
- (C) CITY's insurance, or self-insurance, or both, will not contribute with CONSULTANT's insurance policy;
- (D) CONSULTANT and CONSULTANT's insurance company waive – and shall not exercise – any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;
- (E) CONSULTANT's insurance policy applies separately to each insured or

additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insured's will not increase an insurance company's limits of liability;

(F) CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and

(G) CITY is not liable for a premium payment or another expense under CONSULTANT's policy.

1.6 At any time during the duration of this Agreement, CITY may do any one or more of the following:

(A) Review this Agreement insurance coverage requirements; or

(B) Require that CONSULTANT:

(1) Obtain and maintain less insurance depending on CITY's assessment of any one or more of the following factors:

(a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;

(b) The nature or number of accidents, claims or lawsuits arising out of, or in any way connected with the services of CONSULTANT under this Agreement; or

(2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or

(3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suite arising out of this Agreement.

1.7 CONSULTANT shall maintain the insurance policy without interruption, from the Projects' commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after Final Payment.

1.8 CONSULTANT shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.9 CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.10 At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required – including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program – all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.11 If CONSULTANT hires, employs or uses a Subconsultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall

ensure that the Subconsultant:

- (A) Delivers to CITY – for its review, or approval, or both – all insurance policies, certificates, and endorsements that this Agreement requires; and
- (B) Furnishes CITY, at any time upon its request, with a complete copy of the Subconsultant’s insurance policy or policies for CITY’s review, or approval, or both.

1.12 CONSULTANT’s failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONSULTANT’s performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.

2.0 CONSULTANT’S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

2.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

- (A) A “certificate of insurance” for each required liability insurance coverage;
- (B) General Liability and Automobile Liability endorsement forms reflecting the coverage required by this Agreement, unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A statement on the certificate of insurance that the CONSULTANT and insurer have waived rights of subrogation for Commercial, Business owners Liability Coverage and Workers’ Compensation coverage;
- (D) A “certificate of insurance” for Workers’ Compensation insurance; or If CONSULTANT is self-insured for workers’ compensation, a copy of the “Certificate of Consent to Self-insure from the State of California; or If CONSULTANT is lawfully exempt from worker’s compensation laws, an “Affirmation of Exemption from Labor Code §3700” form;
- (E) A complete copy of CONSULTANT’s Professional Liability insurance policy, including all forms and endorsements attached to it.

2.2 CITY will neither sign this Agreement nor issue a “Notice to Proceed” until the City Attorney or City’s Risk Manager has reviewed and approved the insurance documents. CITY’s decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY’s written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate’s or an endorsement’s form and content, or both.

3.0 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

3.1 This Agreement’s insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the

indemnification and defense provisions in Article 12 of the Agreement.

4.0 "PROFESSIONAL LIABILITY" INSURANCE

4.1 Without limiting CONSULTANT's liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

4.2 The Professional Liability policy must:

- (A) Include "errors and omissions" coverage or "malpractice" coverage;
- (B) Provide limits of liability in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
 - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
- (C) Cover a claim or claims arising out of the performance of professional services by:
 - (1) CONSULTANT;
 - (2) CONSULTANT's Subconsultant(s);
 - (3) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or
 - (4) Anyone whose acts CONSULTANT or its Subconsultant(s) may be liable; and
- (D) Provide coverage for:
 - (1) The duration of this Agreement; and
 - (2) At least three (3) years after the Project's completion:
 - (a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an "extended reporting period" ("ERP") or a "discovery" feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy's expiration, or following CITY's recordation of its "notice of completion" for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
 - (b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with "prior acts" coverage), for a period of three (3) years following the initial policy's expiration, or following CITY's recordation of its "notice of completion" for the Project, whichever date is later. Each policy must have a "retroactive date" that coincides with, or is earlier than, this Agreement's Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

4.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY's review and approval, in its sole discretion.

4.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

5.0 "WORKERS' COMPENSATION" INSURANCE

5.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this

Agreement:

- (A) Complete Workers' Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer's Liability insurance in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

5.2 CONSULTANT shall provide CITY with a "certificate of insurance" and a statement on the certificate of insurance documenting that there is in place a subrogation endorsement, or that CONSULTANT and insurer have waived rights of subrogation, "Waiver of Our Right to Recover From Others"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement's workers' compensation insurance requirements.

5.3 CITY shall not be liable to CONSULTANT's personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT's failure to comply with this Agreement's workers' compensation insurance requirements.

6.0 "COMMERCIAL GENERAL LIABILITY" OR "BUSINESS OWNERS LIABILITY" INSURANCE

6.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultant's to obtain and maintain— a "Commercial General Liability" or a "Business owners Liability" insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, and property damage. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insured's.

6.2 The liability insurance must include all major divisions of coverage and must cover:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit

6.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Contractual Liability

6.4 CONSULTANT shall provide CITY with a "certificate of insurance," an "additional insured endorsement," and a statement on the certificate documenting that there is in place a subrogation endorsement or that CONSULTANT and insurer have waived rights of subrogation, "Waiver of Transfer to Rights of Recovery Against Others"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed

by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

6.5 The “certificate of insurance” and an “additional insured endorsement” must state: “The City of Glendale and its officers, agents, employees, and representatives are included as additional insured’s under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought.”

7.0 “BUSINESS AUTOMOBILE” LIABILITY INSURANCE

7.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultant’s to obtain and maintain— a “Business Automobile” insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, and property damage. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insured’s.

7.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
- (C) TWO MILLION DOLLARS (\$2,000,000) combined single limit (“CSL”).

7.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

7.4 CONSULTANT shall provide CITY with a “certificate of insurance” and an “additional insured endorsement”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

7.5 The “certificate of insurance” and an “additional insured endorsement” must state: “The City of Glendale and its officers, agents, employees, and representatives are included as additional insured’s under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought.”

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the Orange County Fire Authority	
Action:	Request for Approval	

BACKGROUND

This is a standard inter-agency instructional services agreement renewal with the Orange County Fire Authority.

ANALYSIS

This standard inter-agency instructional services agreement renewal is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard inter-agency instructional services agreement renewal shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal has been reviewed by Dean Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$700,000 for each fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with the Orange County Fire Authority, located in Irvine, California as presented.

Fiscal Impact:	\$700,000	Board Date: February 26, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **Orange County Fire Authority, P.O. Box 57115, Irvine, CA, 92619-7115** (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. **Services**. Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. **Student Attendance Records**. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency 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 Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 200,000 student contract hours or \$700,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology / Associate Dean of Criminal Justice.

2. Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

4. Indemnification. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term. This Agreement shall be in effect as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

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

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

Orange County Fire Authority
P.O. Box 57115
Irvine, CA 92619-7115

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

11. Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

Agency: ORANGE COUNTY FIRE
AUTHORITY
P.O. Box 57115
Irvine, CA 92619-7115

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

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations and Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.

4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities; the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses:** The District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Brea	
Action:	Request for Approval	

BACKGROUND

This is a standard inter-agency instructional services agreement renewal with the City of Brea.

ANALYSIS

This standard inter-agency instructional services agreement renewal is administered in compliance with the guidelines issued by the State of California Community College Chancellor’s Office. This standard inter-agency instructional services agreement renewal shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal has been reviewed by Dean Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$38,500 for each fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with the City of Brea, located in Brea, California as presented.

Fiscal Impact:	\$38,500	Board Date: February 26, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Brea, 1 Civic Center Circle, Brea, CA, 92821-5732** (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. **Services**. Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. **Student Attendance Records**. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency 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 Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 11,000 student contract hours or \$38,500.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology / Associate Dean of Criminal Justice.

2. Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

4. Indemnification. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term. This Agreement shall be in effect as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

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

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

11. Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

Agency: CITY OF BREA
1 Civic Center Circle
Brea, CA 92821-5732

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

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations and Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.

4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities; the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses:** The District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Fullerton	
Action:	Request for Approval	

BACKGROUND

This is a standard inter-agency instructional services agreement renewal with the City of Fullerton.

ANALYSIS

This standard inter-agency instructional services agreement renewal is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard inter-agency instructional services agreement renewal shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal has been reviewed by Dean Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$42,000 for each fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with the City of Fullerton, located in Fullerton, California as presented.

Fiscal Impact:	\$42,000	Board Date: February 26, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Fullerton, 312 East Commonwealth Avenue, Fullerton, CA, 92832-2017** (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. **Services**. Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. **Student Attendance Records**. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency 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 Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 12,000 student contract hours or \$42,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology / Associate Dean of Criminal Justice.

2. Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

4. Indemnification. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term. This Agreement shall be in effect as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

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

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

City of Fullerton
312 East Commonwealth Ave.
Fullerton, CA 92832-2017

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

11. Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

Agency: CITY OF FULLERONT
312 East Commonwealth Ave.
Fullerton, CA 92832-2017

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

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations and Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.

4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities; the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses:** The District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Anaheim	
Action:	Request for Approval	

BACKGROUND

This is a standard inter-agency instructional services agreement renewal with the City of Anaheim.

ANALYSIS

This standard inter-agency instructional services agreement renewal is administered in compliance with the guidelines issued by the State of California Community College Chancellor’s Office. This standard inter-agency instructional services agreement renewal shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal has been reviewed by Dean Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$126,000 for each fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with the City of Anaheim, located in Anaheim, California as presented.

Fiscal Impact:	\$126,000	Board Date: February 26, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Anaheim, 2400 East Orangewood Avenue, Anaheim, CA, 92806** (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. **Services**. Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. **Student Attendance Records**. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency 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 Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 36,000 student contract hours or \$126,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology / Associate Dean of Criminal Justice.

2. Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

4. Indemnification. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term. This Agreement shall be in effect as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

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

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

City of Anaheim
2400 East Orangewood Avenue
Anaheim, CA 92806

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

11. Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

Agency: CITY OF ANAHEIM
2400 East Orangewood Avenue
Anaheim, CA 92806

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

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations and Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.

4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities; the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses:** The District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Orange	
Action:	Request for Approval	

BACKGROUND

This is a standard inter-agency instructional services agreement renewal with the City of Orange.

ANALYSIS

This standard inter-agency instructional services agreement renewal is administered in compliance with the guidelines issued by the State of California Community College Chancellor’s Office. This standard inter-agency instructional services agreement renewal shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal has been reviewed by Dean Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$70,000 for each fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with the City of Orange, located in Orange, California as presented.

Fiscal Impact:	\$70,000	Board Date: February 26, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the **Rancho Santiago Community College** District, 2323 North Broadway, Santa Ana, California 92706 (District) and the **City of Orange, 176 South Grand Street, Orange, CA, 92866** (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. **Services**. Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. **Student Attendance Records**. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency 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 Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 20,000 student contract hours or \$70,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology / Associate Dean of Criminal Justice.

2. Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

4. Indemnification. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term. This Agreement shall be in effect as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

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

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

City of Orange
176 South Grand Street
Orange, CA 92866

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

11. Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

Agency: CITY OF ORANGE
176 South Grand Street
Orange, CA 92866

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

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations and Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.

4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities; the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses:** The District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of West Covina	
Action:	Request for Approval	

BACKGROUND

This is a standard inter-agency instructional services agreement renewal with the City of West Covina.

ANALYSIS

This standard inter-agency instructional services agreement renewal is administered in compliance with the guidelines issued by the State of California Community College Chancellor’s Office. This standard inter-agency instructional services agreement renewal shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal has been reviewed by Dean Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$70,000 for each fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with the City of West Covina, located in West Covina, California as presented.

Fiscal Impact:	\$70,000	Board Date: February 26, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of West Covina, 1435 West Puente Avenue, West Covina, CA, 91790** (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. **Services**. Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. **Student Attendance Records**. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency 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 Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 20,000 student contract hours or \$70,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology / Associate Dean of Criminal Justice.

2. Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

4. Indemnification. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term. This Agreement shall be in effect as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

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

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

City of West Covina
1435 West Puente Avenue
West Covina, CA 91790

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

11. Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

Agency: CITY OF WEST COVINA
1435 West Puente Avenue
West Covina, CA 91790

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

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations and Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.

4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities; the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses:** The District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of La Verne	
Action:	Request for Approval	

BACKGROUND

This is a standard inter-agency instructional services agreement renewal with the City of La Verne.

ANALYSIS

This standard inter-agency instructional services agreement renewal is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard inter-agency instructional services agreement renewal shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal has been reviewed by Dean Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$70,000 for each fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with the City of La Verne, located in La Verne, California as presented.

Fiscal Impact:	\$70,000	Board Date: February 26, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of La Verne, 2061 Third Street, La Verne, CA, 91750** (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. **Services**. Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. **Student Attendance Records**. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency 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 Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 20,000 student contract hours or \$70,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology / Associate Dean of Criminal Justice.

2. Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

4. Indemnification. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term. This Agreement shall be in effect as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

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

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

City of La Verne
2061 Third Street
La Verne, CA 91750

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

11. Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

Agency: CITY OF LA VERNE
2061 Third Street
La Verne, CA 91750

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

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations and Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.
2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.
4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities; the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses:** The District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Memorandum of Understanding for Construction Technology Instruction Using Multi-Craft Core Curriculum (MC3) with Tonia Reyes Uranga, Consulting	
Action:	Request for Approval	

BACKGROUND

At the December 4, 2017 RSCCD Board of Trustees meeting, the Multi-Craft Core Curriculum (MC3) agreement was approved. The agreement supports Santa Ana College School of Continuing Education's state-approved certificate program in Construction Technology. Attached is the Memorandum of Understanding for Construction Technology Instruction Using Multi-Craft Core Curriculum (MC3) with Tonia Reyes Uranga, Consulting who is working as a sub-contractor for the Orange County Development Board and is agreeing to provide funds to support the program.

ANALYSIS

The Construction Technology Program is a collaborative effort between Santa Ana College and the Los Angeles/Orange Counties Building and Construction Trades Council, Orange County One Stop Center, Santa Ana Work Center and the Orange County Development Board to offer Pre-Apprenticeship Construction Technology instruction utilizing the Multi-Craft Core Curriculum (MC3) to noncredit students. Santa Ana College proposes to accept \$22,000 in funding from Tonia Reyes Uranga Consulting for the Construction Technology Program to support the purchase of supplies and instructional materials for the program.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Understanding for Construction Technology Instruction Using Multi-Craft Core Curriculum (MC3) with Tonia Reyes Uranga, Consulting, located in Long Beach, California as presented.

Fiscal Impact : \$22,000 Income for Program	Board Date: February 26, 2018
Prepared by: Lorena Chavez, Director, Special Programs, SAC School of Continuing Education James Kennedy, Ed.D., Vice President, SAC School of Continuing Education	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

Memorandum of Understanding
for
Construction Technology Instruction using Multi-Craft Core Curriculum (MC3) with
TONIA REYES URANGA, CONSULTING

The **Rancho Santiago Community College District** (hereinafter “District”) and **TONIA REYES URANGA, CONSULTING** – who is working as a sub-contractor for the **Orange County Development Board** (hereinafter “Funder”) (hereinafter the District and the Funder shall be referred to as the “Partners”) are parties to a collaborative effort with the Los Angeles/Orange Counties Building and Construction Trades Council, Orange County One Stop Center, Santa Ana Work Center and the Orange County Development Board to offer Pre-Apprenticeship Construction Technology instruction utilizing the Multi-Craft Core Curriculum (MC3).

By signing this MOU, Partners signify their commitment to offer a class instructing students in the Multi-Craft Core Curriculum (MC3) (hereinafter “Program”), by providing the following modules in the pre-apprenticeship training curriculum, according to the terms and conditions of the previously approved Licensing Agreement between North American’s Building Trades Unions and the District:

1. *Safety Training*. Safety training on all aspects of the job – from tool use, to hazard recognition, fall protection and personal protective equipment – is critical both in the preparatory program and on a jobsite. Most students will need to learn more specific skills once they enter an apprenticeship, but they should be taught the basics of workplace safety and health.
2. *Focus on employability* - Incorporate basic workplace skills such as showing up on time, wearing the right clothes, bringing a lunch, working on a team and being responsive to a supervisor. Show evidence of communication with the registered apprenticeship program(s) about expectations and practices on the job site or within a given occupation, and how these practices are incorporated into the preparatory program.
3. *Physical fitness* - Incorporate into the preparatory program physical work that will be done in the apprenticeship career path, so students will be physically prepared. May include stretching, strength, flexibility and cardiovascular conditioning to the extent necessary for the trade or occupation the student is pursuing.
4. *Math skills* - Evidence of applied mathematical concepts relevant to the level of math the student will need to meet or exceed minimum qualifications and be a successful candidate in the apprenticeship program. Applied math concepts should identify common scenarios involving math for the trade or occupation to use in the classroom.
5. *Heritage of the American Worker* – Incorporate into curriculum, so students can show a solid foundation in understanding the history of the building and construction trades unions, apprenticeship programs, and workplace safety and construction industry standards, and the rights of the American worker.

In order to ensure that students successfully learn the MC3 curriculum, the funder agrees to:

1. Serve an advisory role, to evaluate student success
2. Provide an amount of funding not to exceed \$22,000 for the class. The funding will be used specifically for hands-on equipment and materials for projects related to the MC3 course.

These items will remain the property of the District upon completion of the program. In addition, funding will be used to pay for the \$75 MC3 licensing fee for each student enrolled in the program up to 25 students.

In order to ensure that students successfully learn the MC3 curriculum and document successful completion to the funder the District agrees to:

1. Provide MC3 instruction by an approved MC3 Certified instructor
2. Provide facilities for instruction of the MC3 Curriculum
3. Support any grant eligibility reporting reasonably required by the Funder for this program, which may include distributing printed or electronic surveys or other information gathering methods to participating students, in accordance with applicable law.

This Agreement shall become effective on February 27, 2018 and shall remain in full force and effect until June 30, 2018 or cancelled by either Rancho Santiago Community College District or the Funder upon the giving of ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

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

TONIA REYES URANGA, CONSULTING

Signature:

Date:

Tonia Reyes Uranga,
2475 Oregon Ave
Long Beach, CA 90806
(562) 544-7163
tonia.reyesuranga@gmail.com

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To: Board of Trustees	Date: February 26, 2018
Re: Approval of Professor Kathy Takahashi’s Sabbatical Leave Report	
Action: Request for Approval	

BACKGROUND

Santa Ana College Professor of Biology Kathy Takahashi has returned from an Independent Research/Professional Growth Sabbatical Leave during the fall 2016 and spring 2017 semesters. In fall 2017, the Sabbatical Leave Committee requested and received Professor Takahashi’s Leave Report.

ANALYSIS

The Sabbatical Leave Committee reviewed Professor Takahashi’s submitted leave report and supporting materials. After careful consideration, the Committee accepted and approved Professor Takahashi’s Sabbatical Leave Report and materials. The summary report is attached.

RECOMMENDATION

It is recommended that the Board of Trustees approve Professor Kathy Takahashi’s Sabbatical Leave Report.

Fiscal Impact: None	Board Date: February 26, 2018
Prepared by: Shelly Jaffray, Interim Vice President of Academic Affairs and Co-chair, Sabbatical Leave Committee.	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

Sabbatical Report 2017-2018

Kathy Takahashi

Activities

Professional Development

I focused my sabbatical on professional development. It has been a long time since I have been at the bench. I really miss doing research and knew that I had not had hands on experience with the latest techniques in the fields of biotechnology and microbiology. So, I attended as many training sessions, workshops, webinars and lectures as I possibly could. People from companies, universities and colleges here and in many other states were kind enough to teach me a variety of techniques. Some of these included, flow cytometry, cGMP compliance, pipette calibration and maintenance, CRISPR/Cas 9, stem cell propagation, maintenance and differentiation, antibiotic testing and identification. There were other topics as well but these were the ones I decided to focus on and bring inside the classroom. In several of these instances, after the training, I was able to continue on with the trainer to perform research in that particular area. I brought back to Santa Ana College as many of the research techniques as I could for use in the biotechnology and microbiology labs.

Independent Research –

My research focused on bring new techniques into the classroom at Santa Ana College and to determine if it would be possible to conduct independent ongoing research in our labs at Santa Ana College. Projects included CRISPR/Cas9 genome editing, growth factor production and purification for cell culture, siRNA silencing in *C. elegans*, plant cell tissue, and antibiotic screening and discovery.

Overall the projects themselves were successful. There are many new techniques that we can add to our lab classes that will make student learning more project based. Unfortunately, while there are many exciting projects to spark student interest, due to the physical set-up of our Biotech prep space it is not possible to conduct independent student research without disrupting the traditional classes. We have a nice work space that we have worked hard to equip for Biotech class prep and for independent research. Unfortunately, the only way to enter it is by passing through a classroom space. It would definitely be disruptive to an instructor to have students entering and exiting the Biotech prep area at various times.

So, the challenge became to learn the new techniques and adapt them to a more narrowly defined classroom application. What I tried to develop were exciting technique driven projects that could be accomplished in a short period of time.

CRISPR/Cas9 – This project began with a lot of reading and investigation to become familiar with the technique myself. After which time, I spent several weeks learning and practicing this technique at a few different labs. The majority of my training was done at ThermoFisher Scientific. Finally, I designed and tested out three projects for use in the classroom. Project One – involves editing CHO (Chinese hamster ovary) cells to express GFP (green fluorescent protein) by the mutation of a BFP (blue fluorescent protein) gene. Project Two – involves the editing of HeLa cells to produce growth factors for tissue culture. The CRISPR/Cas9 portion of this project was completed over the summer with the help of

Madison Area Technical College. I will not be able to perform this portion of the research at SAC until our tissue culture lab is operational. The lysate harvested from these cell lines will be used by SAC students in the Growth Factor Production project. Project Three – involves utilizing CRISPR/Cas9 to edit the genome of mutant *C. elegans* strains from Cold Spring Harbor labs. In this projects, students will repair functional mutations in *C. elegans* to “cure” their worms and return them to a wildtype phenotype and genotype. One of these projects will be conducted by the Biotech C: Nucleic Acids students each semester it is offered.

Growth Factor Production - One of the original project outlined was to clone, express, and purify restriction endonucleases for use in the Biotechnology classes. This project was replaced with the cloning and expression of growth factors for use in the Biotechnology Cell Culture class. This were two reasons for this change: (1) New England Biolabs helps educators by offering certain restriction endonuclease at prices that we cannot match, even by producing and purifying them ourselves. (2) The growth factors to grow Stem cells are even more expensive than restriction endonucleases. Unfortunately, since the growth factors need to be expressed in mammalian cells. Once our CO₂ incubator is installed and operational, we will be able to perform the expression portion. For now, our students will be able to purify the proteins, utilizing column chromatography on our BioRad NGC purification system in the Biotech B: Proteins class.

siRNA Silencing in *C. elegans* – Susan Groff from Middle College High School has been using *C. elegans* in her biology classes for years to study genotype, phenotype and gene mutations. During my sabbatical she showed me how to growth and culture the worms. Our original purpose was to see what reagents and media the Biotech A: Basic Skills class could make for her for her high school classes. After researching the Cold Spring Harbor strains that she was using, I discovered that the original purpose of these strains was to show siRNA silencing in a genome. Successful siRNA silencing in these mutants results in wildtype phenotypes. This project provided an exciting opportunity to look at gene silencing using siRNA vs. gene editing using CRISPR/Cas9. And to compare and contrast the strengths and weaknesses of each in a multicellular organism.

Plant Tissue Culture – As part of our industry advisory board meetings for biotechnology, one comment that is always raised is that students need to be trained in proper cell culture techniques. As we prep, to offer a Cell Culture class for the first time, one thing that stands out from all of our visits to Biotech programs at other campuses is that they teach this class with 7-10 Biosafety cabinets and we will be teaching it with 1 Biosafety cabinet. To alleviate student wait time, while practicing aseptic technique, the plant tissue culture project was born. Utilizing a “Biosafety practice cabinet” made of plastic and PVC, students will cultivate plant cells aseptically. Go through the steps of callus formation with the cells and then differentiate them into roots and stems.

Antibiotic Screening and Discovery – In this project, general microbiology students in collaboration with Yale University will isolate, screen and identify environmental microbes for the production of new antibiotic drugs. Sequencing data will be produced by Yale on the microbiology student isolates. This data will be used by the biotech students for a bioinformatic analysis.

All of this independent research was done in the labs of generous college or industry partners and then modified at SAC to be used as teaching tools. Our generous partners include ThermoFisher, Howard Hughes Medical Institute, Madison Area Technical College, Yale University, Cold Spring Harbor and BioRad.

Biotechnology Program Review at Various Colleges

I had the opportunity to visit several Biotechnology Certificate programs. At each of these campuses, I spent the day with the faculty, visited classes, toured their facilities, discusses successes and challenges. It was very nice to connect with faculty in other programs and have a chance to share ideas. It was also nice to hear that they face many of the same problems.

At Mira Costa and Solano Community Colleges, I spent considerably more time visiting and interacting with them to define an articulation pathway from our Biotech program to the Biomanufacturing Bachelor's degrees they are offering. Both campuses were inviting and enthusiastic about our students transferring to their programs. For both programs we will need to add a Statistics class to our curriculum as well as more time on the Bioreactor. Two of our students are planning to apply for admission to begin in Fall 2018.

Campuses Visited: Mira Costa College, Solano Community College, Mira Mesa College, Citrus College, and Ventura College

Industry Externships

During my sabbatical I was able to visit many local bioscience companies for short externships. These includes company tours, work at the bench, and insight into regulatory processes. These visits provided insight into the equipment, techniques and skills that our local companies are employing. At some companies, I was able to speak to many different people about how our interns are doing, how we can improve our program, and what soft and technical skills the companies value most. It was very gratifying to hear that many of these companies were originally very reluctant to take students from a community college. But after working with our students, they were impressed with their training and attitude and wanted to know when they could get more interns because they had already hired or offered jobs to the original interns. The additional areas that the majority of the companies would like to see training in include aseptic and cell culture techniques.

Companies Visited: ThermoFisher, Zymo Research, Applied Biomedical, Ventura Foods, Axis Research, Edwards Life Sciences, UCI Radiation Facility, Invitrogen, Sapphire Energy, Genetech, OC Crime Lab

High School Outreach

During this sabbatical, I worked very hard to develop relationships with many high school teachers and support them in their science efforts as well as explain what our biotech program has to offer. I spoke in many classrooms, work with the students on hand-on activities or laboratory experiments. I presented at many career and college night events. In addition, I worked with CTEp, OCDE, and UCCI to create high school curriculum that teachers can use as a bridge into our biotechnology program.

I worked with Saddleback High School to offer our Intro to Biotechnology course on their campus. When that did not work we brought Saddleback High School and Los Amigos High School students to Santa Ana College. I supervised transportation for this twice per week, scheduled rides, walked students

to and from the classroom. I supervised high school interns from Saddleback High School at Santa Ana College for 8 hours per week for the fall semester. I also had the opportunity to support well developed high school biotech classes by working with them to write articulation agreements for their classes with our biotech program.

High Schools & Programs Visited and Working With: Saddleback High School, Valley High School, OC CTEp, San Juan Hills High School, Dana Hills High School, Los Amigos High School, Westminster High School, Mater Dei High School, El Modena High School, Laguna Hills High School, Garden Grove High School, UCCI

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

To: Board of Trustees	Date: February 26, 2018
Re: Approval of Professor Roy Shahbazian's Sabbatical Leave Report	
Action: Request for Approval	

BACKGROUND

Santa Ana College Professor of Mathematics Roy Shahbazian has returned from an Independent Research Sabbatical Leave during the fall 2016 and spring 2017 semesters. In fall 2017, the Sabbatical Leave Committee requested and received Professor Shahbazian's Leave Report.

ANALYSIS

The Sabbatical Leave Committee reviewed Professor Shahbazian's submitted leave report and supporting materials. After careful consideration, the Committee accepted and approved Professor Shahbazian's Sabbatical Leave Report and materials. The narrative report is attached.

RECOMMENDATION

It is recommended that the Board of Trustees approve Professor Roy Shahbazian's Sabbatical Leave Report.

Fiscal Impact:	None	Board Date: February 26, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs and Co-chair, Sabbatical Leave Committee.	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

Narrative Report

Below is the plan from the approved Sabbatical application in black font. Each section of the plan is followed by a report in blue font.

Sabbatical Application Fall 2016-Spring 2017

Creating and Programming Mathematics Exercises

Summary

The purpose of the Independent Research is to develop a comprehensive set of Mathematics computer-generated exercises to be used in an online homework system. The exercises will be organized into lessons including videos followed first by basic exercises similar to the examples covered in the videos and then by progressively more advanced exercises. The exercises will be algorithmically generated randomized. Exercises with higher levels of difficulty will have a linked video explanation or written explanation for students needing guidance. The materials will be unified for ease of student use. The project will be informed by an advisory group of Math faculty. The resulting materials will be available to RSCCD faculty as well as students in the Math Center, Math Jam and for reviewing for placement tests. The materials will be available to all at no cost.

Develop exercises

The central task of the project is to select and develop 300 algorithmically generated Mathematics exercises. The exercises will have numbers in the question that are randomly generated so students can see examples and re-attempt questions with different numbers while providing an opportunity for each student to work out the exercise on their own. Each algorithmically generated exercise will be programmed to also calculate the correct answer based on the randomly selected numbers in the question so the student can receive feedback about their answer: correct, partially correct or incorrect.

The workflow for the exercises that need to be created is to first identify a question. This will contain fixed numbers and have a fixed answer. Appropriate ranges of possible random numbers will need to be selected to replace the fixed numbers. Then an algorithm to generate the numbers and the correct solution based on those changing numbers will need to be designed and programmed in the programming language of the MyOpenMath (IMathAS) platform.

Once the exercise is created, a video with a similar example will be identified and linked to the exercise. In those cases where a video with a similar example is not available, a written explanation with randomized numbers will be created as part of the project.

The exercise and example video/explanation will then be tested with multiple sets of random numbers. As errors are found, the exercise code will be debugged and re-tested until the exercise works correctly.

These 300 exercises along with 35 video-based assignments will be documented and available in the assignments as outlined below.

Attached is a spreadsheet listing 320 exercises created for Algebra, Trigonometry and Calculus courses. Following the spreadsheet is a view of those exercises. The table below summarizes the number of questions for each topic.

Topic	Courses	Number of Exercises
Algebra	Math 83, 84, 140, 170	203
Trigonometry	Math 160, 170	83
Calculus	Math 150, 180	30

There are also video assignments for the following courses.

Course	Number of Video Assignments
Math 170	49
Math 83	15
Math 150	32

The Math 170 videos assignments are available to anyone with an instructor account on MyOpenMath at the following link.

[143 Precalculus with Trig: OpenStax/Meier/Shahbazian](https://www.myopenmath.com/course/course.php?cid=20584)

<https://www.myopenmath.com/course/course.php?cid=20584>

Research on the varied approaches to teaching Algebra

Various educational organizations and publishers have created Algebra content for Business, Science, Technology, Engineering and Math (BSTEM) majors as well as for students preparing to take Statistics or Liberal Arts Math (SLAM). The content for these two “pathways” is uniquely presented and prioritized for the needs of these discipline areas. A summary of the current approaches to covering Algebra content will be prepared as a foundation for the project. The summary will identify the content most useful for RSCCD students to guide the later tasks in the project.

Based on posting to the CCC-OER mailing list, talking with faculty at several colleges and evaluating available OER content for pathway Algebra courses, the table below summarizes available approaches to content for those courses.

Name	Course	Summary
Wallace Beginning/Intermediate Algebra	Math 84	Flipped classroom, student-friendly, module-based course covering traditional Beginning and Intermediate Algebra topics
Sousa CK-12 Beginning Algebra and Intermediate Algebra	Math 84	Flipped classroom, rigorous chapter-based courses covering Beginning Algebra and Intermediate Algebra
Open Oregon Math 098	Math 83	Active-learning Math Literacy course but with some copyright content
Seattle Central Math 088	Math 83	Quantway-based Math Literacy course derived from Pierce College, WA and Dana Center Quantway. Covers about half of the topics needed for Math 83

Meetings with individual SAC Math faculty members

An individual meeting will be requested with each full-time faculty member of the SAC Math department for guidance and feedback. Guidance on types of exercises to include will be solicited as well as feedback on assignments. The meeting time, date and attendee will be documented.

Support will also be provided more widely to faculty who are adapting, developing, using or considering OER for Math courses. This will include meeting with individual or groups of instructors and supporting them via email or online forums.

I met with faculty regarding OER on 48 occasions in the past year. The dates are indicated on the [Sabbatical Time Log attached](#).

Establish and convene faculty advisory group

Faculty at various colleges have expressed interest in pathways Algebra. A group will be invited to participate in an advisory group to give guidance and feedback on the project. Through individual contact, each of them will have input on the schedule and agenda for meetings. As planned, this group would have tele-conference meetings. A summary of each meeting including the time, date, participant list and discussion topics will be documented and sent to the participants.

After meeting in person on Mar 4 with a faculty member at Pierce College, WA and via teleconference on Mar 7 with the Department Chair at Seattle Central College, WA, I met first with the Math 83 coordinator at SAC on numerous occasions and then with a group of three other SAC Math faculty interested in adapting the Quantway-based content from those two colleges for the SAC Math 83 curriculum. This group met on 10 Mondays from April to August 2017.

Research on course template organization

So that a template ideal for SAC students is developed, research on the organization and configuration of course templates will be conducted and summarized. Feedback from the advisory group will guide the selection of course template organization for this project. A summary of the selected course template organization will be documented.

Based on separate meetings with four SAC Math faculty, the preferred template organization was different for different courses. The table below summarizes the organization and settings for Math 83 and Math 150.

Course	Organization/Settings
Math 150 Business Calculus	Featured textbook link, optional video assignments, homework allows three attempts per exercise for early chapters and five attempts for later chapters with unlimited regenerations (similar exercises with different numbers). No deduction for late assignments.
Math 83 Beginning and Intermediate Algebra	Unit-based course with required Prep assignments including videos and text explanations. Homework allows three attempts per exercise with unlimited regenerations and a jump-to-answer button. No deduction for late assignments.

Organize exercises into corresponding lessons and enhance the assignment platform

The exercises selected and created above will be organized into assignments corresponding to lessons. An

introduction and instructions will be written for each assignment containing the selected relevant exercises. Settings for each assignment (e.g. scoring for re-attempted exercises, partial credit, deduction for submitting after a due date etc) will be configured as a suggested configuration for other instructors who may use the course template. These settings will be configured based on input from the advisory group and documented.

Improvements will also be made to the assignment-delivery platform (IMathAS) that students and instructors use to access the assignments.

Most of the exercises created were included in assignments for Math 83, 140, 150, 160 or 170. A template for a Precalculus was contributed and made available to all MyOpenMath/LumenOHM users. The template includes video assignments, active learning activities and homework assignments.

Improvements to the MyOpenMath/ImathAS platform were also made. These improvements allow instructors to more easily create video assignments, use drag-and-drop to adjust due dates and facilitate testing of exercises using a helper tool while programming them. Announcements about these features are attached. The following video announces the helper tool feature.

<https://youtu.be/1QpwmW7i46k?t=395>

Create flipped-classroom lessons

At least 35 flipped-classroom video assignments will be created by combining relevant video lessons with basic exercises which provide students an opportunity to practice solving problems using the concepts of the lesson. Many instructors are finding that assigning videos outside of class to allow time for more problem-solving and collaboration in class is beneficial to student learning and increases success. RSCCD Math faculty will have the option of using these flipped-classroom assignments.

Video assignments were created for the following courses.

Course	Number of Video Assignments
Math 170	49
Math 83	15
Math 150	32

Consultation with exercise programmers

Consultation with other experienced programmers is expected on this project. Guidance from experienced programmers including the creator of the programming language will raise the applicant's ability to program exercises and train others to do the same. These consultations will typically be by email or phone and will be documented.

Three top exercise programmers from Washington and Arizona were consulted in preparing an agenda for an exercise-programming training session. It was submitted but not accepted as a conference session for AMATYC, a popular Math conference for community college faculty.

Create directions for programming exercises

One of the challenging aspects of creating exercises is learning how the programming language works. The current instructions for writing the code for exercises is inadequate and would be much more useful if it included examples of how to use many aspects of the programming language. Following the experience of the project and consultation with other programmers, a manual will be created with clear directions and examples where appropriate. This manual will be shared with stakeholders and will be available upon the conclusion of the project.

Examples were added to a community-edited document explaining the details of exercise-programming. It's available at the following link which is also available in the MyOpenMath Support Course.

https://docs.google.com/document/d/1BHQ4qlrymh-DKY_4c2E_LPiy-pB5FuqCAvHByGYsU4I/edit?usp=sharing

Develop and provide a training sessions on using and programming exercises

A presentation will be developed and delivered for the purpose of training any faculty interested in using or creating algorithmically generated exercises. The presentation will cover the fundamentals of using and programming exercises as well as advanced topics. Increasing numbers of faculty are choosing to use OER which offers the freedom to customize exercises for RSCCD students, but in many cases instructors don't have the programming experience to take advantage of the flexibility OER offers. Multiple training sessions will be offered to ensure all faculty have the opportunity to benefit from the experience of this project. Follow-up trainings will be offered as well.

Training sessions for introductory and intermediate MyOpenMath users were offered with co-presenters at multiple times and locations as summarized below.

Date	Location
18 Aug 2016	SAC H-108
29 Oct 2016	Home of Coastline Math Dept Chair, Huntington Beach
5 Jan 2017	SAC L-207
7 Feb 2017	SAC L-207
4 Mar 2017	CMC ³ s Cal Poly Garden Vista Conference Room
7 Apr 2017	Irvine Valley College B118
20 Apr 2017	Orange Coast College MBCC 153-4
21 Aug 2017	SAC L-207
24 Aug 2017	SAC H-108

Time for each task

Task	Revised Time [Hours]
Develop exercises: Identify a question, select appropriate ranges of possible random numbers, program algorithm to generate the numbers and the correct solution, link video with a similar example or written explanation with randomized numbers, testing, debugging and re-testing until the exercise works correctly.	200
Research on the varied approaches to teaching Algebra	100
Meetings with individual SAC Math faculty members	100
Establish and convene faculty advisory group	30
Research on existing course template organization	20
Organize exercises into corresponding lessons and enhance platform	100
Create flipped classroom video assignments	210
Consultation with exercise programmers	40
Create directions for programming exercises	30
Develop and provide a training sessions on using and programming exercises	40
Total Time for all Tasks	870

[See the attached Time Log for details of the actual time spent totaling 881 hours.](#)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs

To: Board of Trustees	Date: February 26, 2018
Re: Acceptance of Professor Cher Carrera's Sabbatical Leave Report	
Action: Accept	

BACKGROUND

SCC Professor of Mathematics Cher Carrera returned from a spring 17 Independent Research/ Professional Growth Sabbatical Leave. In fall 2017, the Sabbatical Leave Committee requested and received Professor Carrera's Sabbatical Leave Report which included the attached summary.

ANALYSIS

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

RECOMMENDATION

It is recommended that the RSCCD Board of Trustees accept Professor Cher Carrera's Sabbatical Leave Report.

Fiscal Impact: None	Board Date: February 26, 2018
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs, and Co-chair, Sabbatical Leave Committee	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**Cher Carrera: A one-page written report as outlined in the FARSCCD contract, 4.14.7
Report on Sabbatical Leave**

During my Spring 2017 Sabbatical, I accomplished the three activities outlined in my original Sabbatical Leave Request:

(1) I produced 56 fully-worked, professional quality, example problems specifically designed to support clarity in the teaching and learning of College Algebra (Math 140). To do this, I learned and used LaTeX to create the examples and, if you visit the website, you will see that these are indeed full-fledged and professional looking. These examples add to a body of work that support student understanding and success. All 56 examples are available to both students and instructors via the SEC mathematics webpage.

<https://sccollege.edu/Departments/Mathematics/Pages/Math-140---Colege-Algebra.aspx>

(2) My reading revealed that among many native American cultures, number systems exist and there is some mention of linguistic forms of communication that suggest simple tribal arithmetic. However, there is strong evidence that structured mathematics in the North America happened only after contact with fur traders. It was at this point that involvement in trade made the abstraction of numbers necessary for trade. Before contact, such abstraction was unnecessary to hunting gathering cultures who lived in small bands. Measurement, with objective units never developed, as measurements with context-dependent relative units such as hand spans, arm lengths, or number of sleepsto determine distances, sufficed for constructions made entirely by the individual, who built what was needed by the family or band.

What this does bring to mind is the question of how to best serve our students who come from families or cultures where the understanding of mathematics has been more verbal and less abstract. However, this is a topic for a dissertation and well beyond the scope of these 80 hours.

(3) I attended the Idyllwild Arts Summer Academy to learn Cahuilla basketry to further understand the relationship of mathematics to textile production. After sharing my sabbatical work and reason for taking the class with the instructor, Rose Ann Hamilton, and the other students, we chatted a bit about the algebra that could be used in Native American basketry and weaving. However, I was quickly informed that this type of analysis and documentation is not used. In fact, Rose Ann stated that "Drawing or writing patterns is TABOO in our culture." She went on to say that the patterns and designs that are used are handed down through the generations in the traditional oral way and that all of the materials used are natural and hand-tooled thus varying too much to be able to define patterns mathematically.

After that initial conversation, I quickly realized that abstract mathematics as we learn it in school is merely a cultural overlay to the work of the Cahuilla Band of Indians. I enjoyed the remainder of the week learning basketry in the traditional way.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs

To: Board of Trustees	Date: February 26, 2018
Re: Acceptance of Professor Darlene Diaz's Sabbatical Leave Report	
Action: Accept	

BACKGROUND

SCC Professor of Mathematics Darlene Diaz returned from a spring 17 Academic Study/ Professional Growth Sabbatical Leave. In fall 2017, the Sabbatical Leave Committee requested and received Professor Diaz's Sabbatical Leave Report which included the attached summary.

ANALYSIS

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

RECOMMENDATION

It is recommended that the RSCCD Board of Trustees accept Professor Darlene Diaz's Sabbatical Leave Report.

Fiscal Impact: None	Board Date: February 26, 2018
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs, and Co-chair, Sabbatical Leave Committee	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



What happens here matters.

September 13, 2017

RE: **Sabbatical Report** from the 2016-2017 Academic Year

Dear Sabbatical Committee,

My name is Darlene Diaz, Professor of Mathematics in the Santiago Canyon College's mathematics department. I completed my sabbatical project where the goals were to

- Create a *Math N55: Beginning Algebra* textbook under the Creative Commons license. I created one textbook in which had a video icon in the margin for most examples where students can click the icon to view a video. This way students can see both a written example as well as an instructional video side-by-side.
- Successfully take two graduate courses at California State University, East Bay, part of their Master's in Education, Option in Online Teaching & Learning (MS-OTL) program: *Introduction to Online Teaching & Learning*, and *Models for Online Instruction*.

Both goals were met in addition to

- Creating the online learning management course in LumenOHM for online assignments to match with the textbook.
- Creating Class Notes for the lecture part of the course.
- Creating a homework packet with only the homework exercises (so students do not need to print out the entire book for just written assignments).
- Completing the certificate for California State University, East Bay, part of their Master's in Education, Option in Online Teaching & Learning (MS-OTL) program.

Since each student currently enrolled in Math N55 at SCC is paying \$98.75 for the textbook, with four sections, 36 students, that is a total of \$14,220 in textbook costs that students are paying for this course. Having the Math N55 textbook completed allows opportunity for students to have free textbooks and course materials for Math N55. My hope is that there is a textbook committee this academic year to review this textbook for adoption so that we can save our students of the financial burden of textbook costs.

Completing the certificate at California State University, East Bay, from the Education's department for Online Teaching & Learning (OTL), I created the online learning management system following the design for best practices in distance education. There are different modalities for different ways of learning, as well as further resources, all ADA accessible. The certificate in OTL furthered my skills and understanding in distance education and my confidence in teaching my hybrid/online courses. I have already implemented many of the pedagogies and methods from the OTL program.

Sincerely,

Darlene Diaz
Professor, Co-chair
Mathematics Department

4.15(2)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs

To: Board of Trustees	Date: February 26, 2018
Re: Acceptance of Professor Denise Foley's Sabbatical Leave Report	
Action: Accept	

BACKGROUND

SCC Professor of Biology Denise Foley returned from a fall 16/spring 17 Independent Research/ Professional Growth Sabbatical Leave. In fall 2017, the Sabbatical Leave Committee requested and received Professor Foley's Sabbatical Leave Report which included the attached summary.

ANALYSIS

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

RECOMMENDATION

It is recommended that the RSCCD Board of Trustees accept Professor Denise Foley's Sabbatical Leave Report.

Fiscal Impact: None	Board Date: February 26, 2018
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs, and Co-chair, Sabbatical Leave Committee	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Denise Foley Sabbatical Report 2016-2017

My sabbatical year was filled with activities that expanded my scientific knowledge and experience which will benefit the students of SCC. They are described below.

Research:

I spent over 480 hours over the course of an entire year on two research projects. The primary project involved determining the percentage of mislabeling occurring in catfish products available locally by analyzing the DNA of the purchased fish. The lead researcher (Dr. Hellberg), a graduate student at Chapman University and myself worked on the project. We hypothesized that Asian Basa and Swai would be substituted for American Catfish. This is not legal as it violates current labeling regulations and would likely be a monetary decision by a vendor. We did find 7 of 80 (~9%) products that had been marketed as catfish actually identified as the Asian varieties. A poster was presented by the graduate student at the National conference of the Institute of Food Technologists, a huge gathering of food scientists and food companies from across the nation. The graduate student won the top prize in her category for this research. The paper resulting from this work was submitted for publication, is currently out for peer review, and is attached to this report.

The second project was initiated by my former collaborator at Chapman (Dr. Prakash) who convinced me to work with her again since I was on sabbatical. We are investigating the use of gamma irradiation on apples. This project was born from the 2015 multi-state outbreak that occurred with caramel-coated apples. We contaminated the apples with a common food pathogen and then irradiated them at a facility at UCI to see the potential for improving safety. Her team also investigated various quality aspects of the apple such as color, texture, and nutritional components to determine if the irradiation significantly impacted any of these characteristics. We wanted to determine if irradiation treatment would be a viable option to reduce pathogen load. The work is ongoing but I should mention that a former (returning) student and current Instructional assistant of the STAR center wanted to work with me, so we trained him to work in the pathogen lab at Chapman. He participated in the project and has since adopted it as part of his thesis project. Because he enjoyed the work so much, he applied to and has now started the Masters in Food Science program (this Fall 2017 semester) at Chapman University.

My collaborator would like to continue with this and related lines of work and wants to develop a proposal for me to continue working with her. I have agreed to pursue this so long as we can include stipend-paid undergraduates from SCC in summer research experiences to work with me as well.

Faculty Development

I spent over 520 hours in various faculty development activities. The majority of hours were spent in touring companies with laboratories where our biotech students may find internship opportunities or jobs, weeklong workshops where I learned techniques in stem cell culture, gene editing techniques with CRISPR Cas9, micropipette calibration and repair, and workshops on teaching biotech-related topics. I also participated in Bio-link this year by co-presenting with Anson Lui on our lab math calculation project to other community college biotech instructors. While at this conference I attended several workshops on best practices for teaching biotechnology topics for students. Our lab math project has since morphed into a project that may include digital badging. I am currently investigating developing a digital badging proposal with an expert at Indiana State University (Daniel Hickey).

Another important activity was the time spent at Mira Costa Community College in San Diego and Solano College in Northern California. Both of these community colleges now offer a B.S. in

biomanufacturing. By meeting with the administration and faculty of these programs, my colleague, Kathy Takahashi and I became more clear as to what changes must be made to our biotechnology curriculum so that our students will be able to transfer smoothly into those programs to earn a bachelors degree. I plan to begin to author those changes in collaboration with Kathy Takahashi (SAC biotech/biology faculty) this year.

Another activity that developed during my sabbatical was the development of several lines of pathway development for biotechnology. I interacted, with my colleagues in neighboring community colleges as well as with Orange County Department of Education and others. Various outreach activities occurred and two major projects were developed. The first project was the development of a UCCI-approved biotechnology course entitled The Science and Ethics of Biotechnology. I was a part of the team that authored this high school course and began the curriculum development. Curriculum development is ongoing and I am still involved. The outline of the approved course which is available for any high school in California to adopt is attached. I worked on this course because the faculty involved in our Orange County Biotechnology Education Group agreed that this course would be appropriate to articulate as our Introduction to Biotechnology lecture and laboratory class (Bio190 and Bio190L) if taught as presented. Orange County Department of Education is supporting the effort to bring biotech to the high schools and thus by staying involved with OCDE, we are helping to build our biotech pathway.

While working with Orange County Department of Education and the Career Pathways team, an outreach project was initiated for Biotech and I was involved in coordinating with the lead project developer, the videographer, and students, collecting video release forms, providing access to the laboratories and commenting for editing purposes. The project is not yet complete and a very promising interactive site for biotech in Orange County is under development but two drafts of informational videos for the project are available. View them here:

<https://www.youtube.com/watch?v=sgN2thOn3Ws>

<https://vimeo.com/fallenleaffilms/review/220017703/b30f8665a5>

To conclude, my sabbatical year was filled with various activities to better prepare me to teach biotechnology and support this growing program.

Attachments:

Log of hours

Draft manuscript (submitted for publication)

SOP qPCR for Biology 193 class implementation

SOP for micropipette use in the laboratories

Certificate of completion ARTEL calibration and micropipette use workshop

Certificate of Completion stem cell workshop

CRISPR-Cas9 workshop follow-up email

UCCI-approved high school course *The Science and Ethics of Biotechnology*

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To: Board of Trustees	Date: February 26, 2018
Re: Approval of Classroom Lease Renewal with Orange Unified School District	
Action: Request for Approval	

BACKGROUND

Historically, RSCCD has rented classroom space from the Orange Unified School District (OUSD) to provide additional instructional facilities for continuing education courses. This arrangement was first approved by the Board of Trustees on January 14, 1986. Renewal of the lease agreement is required for use of the space in 2017-18.

ANALYSIS

The 2017-18 cost to lease classroom space with the OUSD is \$15.38 per classroom hour, a 0.98% increase (\$0.15) compared to the previous year (2016-17). It is estimated that the Santiago Canyon College, Orange Education Center will need to lease approximately 2,920 hours of classroom space during the 2017-18 fiscal year for a cost of \$44,909.60. Attached is a copy of the required online OUSD Facility Use Application form. The details of the request for facility use are completed as the need for classrooms is determined.

RECOMMENDATION

It is recommended that the Board of Trustees approve the SCC Orange Education Center classroom lease renewal with Orange Unified School District for the period of July 1, 2017 through June 30, 2018 as presented.

Fiscal Impact: \$15.38 per classroom hour	Board Date: February 26, 2018
Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Event Request

Group: SCC Orange Education Center [Create New Group](#)

Classification: Group A - Community Organizations
[Classification Descriptions](#)

Primary Contact for Request: -- Select One --

Event Request

Event Name:

Event Description:

Event Type: -- Select One --

Event Category: Rental

Name of Adult Leader/Supervisor:

Total Number of People Expected:

Will fees be charged? Yes No

Description of Fees to be Charged:

Use of Revenue Funds:

Special Requests:

Event Request

Agreement Description

ATTACHMENT A

RULES AND REGULATIONS

1. Use and occupancy of school property shall be primarily for public school purposes. Any authorized use of the property for other than public school purposes shall be subordinate to this primary purpose

ELIGIBILITY FOR USE

2. All groups qualifying under the provisions of the Civic Center Act may use school facilities for non-stop purposes. **They must adhere to the rules and regulations as set forth by the Governing Board of Trustees.** In general, the subject matter of such meetings shall pertain to the recreational, educational, scientific, literary, economic, political, artistic or moral interests of the Community, or for the discussion of matters of general or public interest.

3. All groups qualifying for use of OUSD facility fall under the provisions of the Civic Center Act and Board Policy, even as amended from time to time. **Use of religious services must be in accordance with the following: a fair market rental will be charged, religious organizations may use school facilities in accordance with E.C. 38130-38139.**

3a. All groups shall comply with applicable city ordinances relating to business and charitable solicitations.

4. Specific restrictions are contained in the laws of the State against the use of school property by subversive groups, for denominational or sectarian purposes, or if the purpose of the meeting is immoral, offensive, or harmful activity. **The facilities will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by fore, violence, or other unlawful means.**

SAFETY

5. A Civic Center permit does not necessarily authorize the use of certain school district equipment nor the use of any student body equipment; Arrangements for the supervision, operation and payment for the use of any special equipment made available shall be made with the school administrator approving the permit.

6. No structures may be erected or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the school administrator issuing the permit.

7. Any use of school facilities for non-school purposes shall comply with State and local fire, health and safety laws.

FEE/RENTAL CHARGE

8. Charges shall be determined from the Board-approved Table of Charges at the time the permit is issued or after group receives a copy of the approved application/permit.

9. All fees may be paid by cash, certified check, personal check, or cashier's check made payable to Orange Unified School District.

10. Rental rates do not include custodians, cafeteria personnel, ushers, stagehands or other personnel of a similar nature.

11. Using OUSD's reservation system, all cancellation's are required to be submitted not less than five (5) days to permit event date, to avoid full charges. You must log onto your reservation user account and cancel date (s) not needed. NOTE: cancellations made less than five (5) days prior to permitted event may result in charges to the applicant as though the facility were used.

SPECIAL REGULATIONS

12. No booking will be made which will interfere with any arranged school function. School use of all facilities has first consideration and permits are revocable at any time.

13. A Certificate of Insurance **MUST BE** uploaded verifying that the Applicant has General, Professional, Automobile, Worker's Compensation and Abuse & Molestation liability coverages applicable to bodily injury and property damage with a limit of liability of at least \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Orange Unified School District shall be named as the ADDITIONAL INSURED.

14. When food service in a cafeteria or kitchen is desired, arrangements must be made through the Director of Nutritional Services.

GENERAL RULES GOVERNING USE

15. The school administrator may deny any application or cancel any permit when in his/her opinion the use may be contrary to any existing laws or create a condition that may cause a disturbance of the peace.

16. No Alcoholic beverages, narcotics, weapons, dangerous objects, tobacco products, golfing, skateboarding, or dog/pet-walking shall be used/allowed on school district property.

17. All electronic applications submitted, will be directed to the school administrator, NOT LESS THAN 15 days before, and NO EARLIER THAN 90 days before the desired use is to take place.

18. The term "Organization" is defined to mean any persons or group of persons who make application for the use of school property or facilities. If the applicant is only one person, or two or more persons joined together in a partnership, the application must be signed by the person or by a majority of individuals who make up the partnership. If the agency is an organized group, the person making the application shall show evidence of authority to engage for such use of school facilities.

19. Any stage props used must be completely fireproofed by a certified agent of the user. The School District may request a certification from the Fire Department that all stage props have been certified as fireproof.

20. School facilities or property **will not be available for any entertainment involving the use of live animals of any type, kind or size, nor is straw, hay or any readily combustible material of a like manner to be used in any activity.** This is due to a condition of sanitation and fire hazard.

21. When a special activity takes place such as a television or radio broadcast and extra equipment is necessary, such as telephone lines, etc. the District Administration may require a special advance deposit from the applicant to help defray the cost of the special equipment. Any balance of the unused deposit will be returned to the applicant within ten (10) days after the date of the activity.

22. When the general public is allowed to park automobiles in school parking lots, they **must park in designated areas and in such a manner as to allow clear access to all buildings and fire hydrants**

DECLARATION OF APPLICANT:

1. The undersigned agrees to defend, Indemnify and Hold Harmless the Orange Unified School District, its board of trustees, agents and employees, individually and collectively, from and against all costs, losses, claims, actions, and judgments arising from personal injuries, property damage or otherwise, regardless of cause including the district's negligence, that may arise in any way from or be alleged to be caused by the undersigned's use or occupancy of district facilities, furniture or equipment.

2. The undersigned further agrees to provide a certificate of insurance, naming the district as an additional insured for liability coverages satisfactory to the district.

3. I, the undersigned, hereby certify that I will be personally responsible on behalf of the group/organization for any damages sustained by the school building, furniture, equipment, or ground accruing through the occupancy or use of said building and/or use of said building and/or grounds by the group/organization, normal wear and tear excepted.

4. I hereby certify that I have received and read the rules, regulations, as stated in ATTACHMENT A and that I, and the organization which I represent, will abide by them and will conform to all applicable provisions of the Constitution and laws of California and to all other rules and regulations of the District and its authorized agents which may be communicated to the applicant.

5. In executing this declaration, I certify that I have been duly authorized by the herein set forth applicant/organization to act in its behalf in making application for use of said facilities.



I agree to the Above Terms -

Event Request	
Group: SCC Orange Education Center	Application/Request ID: 95671
Event: ESL-Test	Event Type: Activity
Contact: Jose Vargas (7146285910)	Event Category: Rental
Adult Leader/Supervisor: J. Vargas	Insurance Letter: <input checked="" type="checkbox"/>
Class: Group A - Community Organizations	Application Approval Status: Pending
Application Date: 1/26/2018	Space Approval Status: Application Not Submitted
Event Description:	# of People Expected: 20
Special Requests:	
Approver Notes:	

Step 4 of 4

Filter spaces by property and click 'Select' at bottom for space wanted.

Property Type [?](#)

Elementary High School Middle
 Special Schools & Programs Stadium Stadium

Properties [?](#)

Anaheim Hills California Cambridge
 Canyon Rim Chapman Hills Crescent
 Esplanade Fairhaven Fletcher
 Handy Imperial Jordan
 Lampson LaVeta Linda Vista
 McPherson Magnet Nohl Canyon Olive
 Palmyra Panorama Prospect
 Running Springs Serrano Sycamore
 Taft Villa Park Elem School West Orange

Types of Spaces [?](#)

Black Top/Basketball Courts/Lunch Tables Classroom - Qty 1 Classroom - Qty 2
 Classroom - Qty 3 Classroom - Qty 4
 Classroom - Qty 5 Classroom - Qty 6 Classroom - Qty 7
 Computer Room/Library Field - Soccer Parking Lot
 Restroom Facilities Softball/Baseball Fields Staff Lounge

Apply Filter to Search for Matching Facilities/Spaces

Matches: 1

Search Results

Select



Computer Room/Library (Lampson)

[Click for Details](#)

Step 3 of 4 >> Next

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

To:	Board of Trustees	Date: February, 26 2018
Re:	College and Career Access Pathways (CCAP), a Dual Enrollment Partnership Agreement 2018-2019 between Rancho Santiago Community College District (RSCCD) and Santa Ana Unified School District.	
Action:	For Information	

BACKGROUND

Santa Ana College (SAC) and Santa Ana Unified School District desire to enter into this CCAP, a Dual Enrollment Partnership Agreement 2018-2019 for the purpose of expanding dual enrollment opportunities consistent with the provisions of AB 288, for high school students, with the goal of developing seamless pathways from high school to community college. Dual Enrollment is one of the five commitments, which falls under the Santa Ana Promise. This CCAP, a Dual Enrollment Partnership Agreement 2018-2019 will help further strengthen the collaboration between SAC and Santa Ana Unified School District.

ANALYSIS

The CCAP, a Dual Enrollment Partnership Agreement 2018-2019 will allow SAC to close dual enrollment classes to the public and in certain cases, collect apportionment that could not be collected if the CCAP, a Dual Enrollment Partnership Agreement 2018-2019 is not implemented. The CCAP, a Dual Enrollment Partnership Agreement 2018-2019 will allow SAC to offer additional opportunities for Santa Ana Unified School District students to complete identified pathways while they are high school students.

The CCAP, a Dual Enrollment Partnership Agreement 2018-2019 is presented as an informational item. At the following public board meeting, scheduled for March 12, 2018, the CCAP, a Dual Enrollment Partnership Agreement 2018-2019 will be presented as an action item.

RECOMMENDATION

The College and Career Access Pathways (CCAP), a Dual Enrollment Partnership Agreement 2018-2019, as of February 26, 2018, is presented as information.

Fiscal Impact:	Apportionment	Board Date: February 26, 2018
Prepared by:	Victoria Lugo, Interim Vice President of Student Services Alicia Kruizenga, Dean, Student Affairs	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2018-2019**

This is a College and Career Access Pathway Partnership Agreement (CCAP) hereinafter known as “Agreement” between Rancho Santiago Community College District (RSCCD) hereinafter known as “COLLEGE” and Santa Ana Unified School District hereinafter known as “SCHOOL DISTRICT”.

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Rancho Santiago Community College District; and

WHEREAS, the COLLEGE and the DISTRICT have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities; and

WHEREAS, the DISTRICT continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and desires to expand dual enrollment opportunities for students; and

WHEREAS, the COLLEGE is willing to offer college courses at DISTRICT high school campuses which will benefit DISTRICT students by providing a convenient location and schedule; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2(k)(3)

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NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for three years beginning on March 1, 2018, and ending on June 30, 2020, and requires renewal every three years by July 1, unless otherwise terminated in accordance with Section 22 of this Agreement.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.5 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.6 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of RSCCD and applicable law. Sec. 2 (a)

- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011. SAUSD students will not be required to pay the Health Fee, however, SAUSD will be expected to: provide appropriate health support to students and staff. Any fees deemed to be required by law will be paid from the Early College Endowment established as part of the Santa Ana Partnership's Innovation Award (and housed at the Santa Ana College Foundation).

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria will be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and RSCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and RSCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending Middle College High School as described in Section 11300 and consistent with Middle College High School provisions in Section 76001. Sec. 2 (3)(g)

- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3).
- 3.8 Students participating in a CCAP Agreement at Middle College High School may enroll in up to a maximum of 11 units per term.
- 3.9 Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.10 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne collaboratively by COLLEGE and SCHOOL DISTRICT.

- 5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)
- 5.4 Both COLLEGE and SCHOOL DISTRICT will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes.
- 5.5 All DISTRICT students must be fully matriculated to the college prior to taking COLLEGE courses including application, assessment, and orientation.
- 5.6 Dual enrollment students will have access to COLLEGE services such as the library, tutoring, student I.D. cards etc.
- 5.7 Student identification, recruitment, and selection into the dual enrollment program will be the responsibility of both the COLLEGE and SCHOOL DISTRICT

6. CCAP AGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE in consultation with the SCHOOL DISTRICT and with the approval of the COLLEGE Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.4 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly-selected and approved.
- 6.5 COLLEGE courses offered at SCHOOL DISTRICT sites will adhere to COLLEGE scheduling practices and the annual academic calendar. Exceptions may be made with approval of the SAC Vice President of Academic Affairs.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with RSCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course

descriptions, numbers, titles, and credits. Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.

- 6.8 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by RSCCD Business Procedure.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.11 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with RSCCD guidelines, policies, pertinent statutes, and regulations.
- 6.12 COLLEGE has the sole right to control and direct the instructional activities for all dual enrollment courses of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.13 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)
- 6.14 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, addressing course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by the COLLEGE for the college courses using the adopted evaluation of process and standards for faculty of the COLLEGE, subject to the approval of RSCCD.

- 7.9 The COLLEGE and SCHOOL DISTRICT will work jointly to recruit and select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of RSCCD specifically with regard to their duties as instructors.
- 7.10 The appropriate COLLEGE administrator, in consultation with the appropriate SCHOOL DISTRICT administrator, will grant final approval to SCHOOL DISTRICT teachers eligible to teach dual enrollment courses. RSCCD/SAC will orient the approved faculty member.
- 7.11 COLLEGE instructors will notify SCHOOL DISTRICT school counselors or higher education coordinators when a student enrolled in a college course provided under this CCAP agreement begins to struggle and will refer the student for additional support.
- 7.12 COLLEGE and SCHOOL DISTRICT instructors for dual enrollment courses will take attendance and notify the designated high school administrator/counselor of any attendance issues.
- 7.13 Instructors teaching dual enrollment courses will coordinate with and notify the designated high school administrator/counselor prior to dropping a student from their course.
- 7.14 SCHOOL DISTRICT instructors teaching dual enrollment college courses must submit grades to both the COLLEGE and SCHOOL DISTRICT.

8. MATERIALS and TEXTBOOKS

- 8.1 The COLLEGE and the SCHOOL DISTRICT will furnish all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The cost of such materials will be borne by the party collecting apportionment or ADA for the course. The parties understand that such equipment and materials are the purchaser's sole property.
- 8.2 The COLLEGE and the DISTRICT shall determine type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. Textbooks, equipment, and materials purchased by the school district shall be adopted for a term no less than three years.
- 8.3 The COLLEGE and the DISTRICT agree to store textbooks and physical course materials purchased by either party at DISTRICT school sites and facilities and utilize DISTRICT library and logistic systems to catalog and distribute textbooks and materials.
- 8.4 Textbooks purchased by the COLLEGE will be transferred to the DISTRICT for cataloging and distribution to school sites.

9. ASSESSMENT OF LEARNING AND CONDUCT

- 9.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 9.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 9.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 9.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

10. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 10.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with RSCCD policies and standards. Sec. 2 (c)(2)
- 10.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 10.3 The COLLEGE shall designate a dual enrollment coordinator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with RSCCD policies and standards. Sec. 2 (c)(2)
- 10.4 The SCHOOL DISTRICT shall designate a dual enrollment coordinator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 10.5 The dual enrollment coordinators from the COLLEGE and the SCHOOL DISTRICT will work collaboratively to perform services specified in 10.8 as part of their regular assignments.
- 10.6 The COLLEGE and SCHOOL DISTRICT dual enrollment coordinators will work together on the processes, procedures, and tracking mechanisms that will ensure compliance with dual enrollment course policies, regulations, and standards,

including the necessary qualifications and student documentation prior to students taking courses.

- 10.7 The COLLEGE and SCHOOL DISTRICT dual enrollment administrators and coordinators will ensure that SAUSD teachers adhere to course requirements, standards, learning materials, course logistics (including developing a schedule that adapts the COLLEGE course schedule to the student's regular high school schedule), and COLLEGE standards, policies, expectations, and systems. The COLLEGE and SCHOOL DISTRICT will maintain the existing coordination arrangement for MCHS, which is co-led by the MCHS principal and SAC's Vice President of Student Services.
- 10.8 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1) (A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

11. APPORTIONMENT

- 11.1 COLLEGE shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 11.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 11.3 When RSCCD pays for instructors, COLLEGE will collect apportionment. When SCHOOL DISTRICT pays for instructors, DISTRICT will collect ADA unless the instruction extends beyond the state mandated 240 instructional minutes per day for

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students attending comprehensive high schools and 180 minutes per day for students attending Lorin Griset Academy, Advanced Learning Academy Early College or Middle College High School. When SCHOOL DISTRICT instruction exceeds the minimum number of minutes required by the SCHOOL DISTRICT, the COLLEGE will also collect apportionment, in addition to the SCHOOL DISTRICT receiving ADA.

- 11.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and tit.5.

12. CERTIFICATIONS

- 12.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 12.2 RSCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 12.3 The SCHOOL DISTRICT agrees and acknowledges that RSCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement, as outlined in 10.3A and 10.3B.
- 12.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 12.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 12.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)

12.7 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

12.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

13. PROGRAM IMPROVEMENT

13.1 A joint COLLEGE and SCHOOL DISTRICT Dual Enrollment Committee will meet regularly to review the program and develop suggestions for improvement.

13.2 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and school counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

14. RECORDS

14.1 Permanent records of student attendance, grades and achievement will be maintained by both the SCHOOL DISTRICT and COLLEGE for SCHOOL DISTRICT students who enroll in course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades, and achievement for COLLEGE students shall be maintained by COLLEGE.

14.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14.3 SCHOOL DISTRICT instructors will submit grades to the COLLEGE when due according to the COLLEGE schedule. The SCHOOL DISTRICT will include all criteria identified by the COLLEGE for grading purposes. Upon completion of the SCHOOL DISTRICT semester, dual enrollment teachers will submit change of grade forms, when applicable, for students whose grades have changed since the end of the COLLEGE's semester.

- 14.4 Dual enrollment courses completed by SCHOOL DISTRICT students will be identified on both the COLLEGE and high school transcripts in the standard format and will not be identified as dual enrollment.

15. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

16. PRIVACY OF STUDENT RECORDS

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in a CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP

Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

17. REIMBURSEMENT

17.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

18. FACILITIES

18.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to RSCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

18.2 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

19. INDEMNIFICATION

19.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

19.2 The RSCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of RSCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the RSCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

20. INSURANCE

20.1 The SCHOOL DISTRICT, in order to protect RSCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to

provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE

20.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend RSCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

21. NON-DISCRIMINATION

21.1 Neither the SCHOOL DISTRICT nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

22. TERMINATION

22.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in the CCAP agreement.

22.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

23. MODIFICATION AND AMENDMENT

23.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

24. GOVERNING LAWS

24.1 This agreement shall be interpreted according to the laws of the State of California.

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

25.1 For locations outside the geographical boundaries of RSCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

26. SEVERABILITY

26.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

27. COUNTERPARTS

27.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on: _____

By: _____
SANTA ANA UNIFIED SCHOOL DISTRICT
Dr. Alfonso Jimenez, Deputy Superintendent, Chief Academic Officer

By: _____
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services

Rancho Santiago Community College District Board Meetings:

- (a) **Information Board Meeting Date:**
- (b) **Public Comment Board Meeting Date:**

School District Board Meetings:

- a (a) **Information Board Meeting Date:**
- (b) **Public Comment Board Meeting Date:**

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COLLEGE and SCHOOL DISTRICT agree as follows:

1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
College	Alicia Kruiuzenga Dean of Student Affairs	(714) 564-6971	Kruiuzenga_Alicia@sac.edu
School District	Edward Winchester Exec. Director, Secondary Education	(714)558-5724	Edward.Winchester@sausd.us

2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. Scheduling. No later than March of each year, the COLLEGE and the DISTRICT shall each designate a representative to review the availability of facilities for the following academic year and begin planning potential course offerings.
- b. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

1. **CCAP AGREEMENT PROGRAM YEAR FALL 2016 - SPRING 2017 - COLLEGE** has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2017-2018 COLLEGE: Santa Ana College SCHOOL DISTRICT: Santa Ana Unified School District

HIGH SCHOOL: Advanced Learning Academy

EDUCATIONAL PROGRAM: IGETC Pathways

TOTAL NUMBER OF STUDENTS TO BE SERVED:						TOTAL PROJECTED FTES:		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION	
Lifelong Understanding and Self-Development	CNSL 100	2017 Fall	1:30-3:11	M-Th	Courtney Berine	Santa Ana College	Advanced Learning Academy Secondary Campus	
Introduction to STEM Study Skills	CNSL 121	2017 Fall	1:30-3:11	M-Th	Angel H. Torres	Santa Ana College	Advanced Learning Academy Secondary Campus	
To Be Determined	To Be Determined	2018 Spring	To Be Determined	To Be Determined	To Be Determined	To Be Determined	Advanced Learning Academy Secondary Campus	

HIGH SCHOOL: Century High School
EDUCATIONAL PROGRAM: IGETC Pathways

TOTAL NUMBER OF STUDENTS TO BE SERVED:							TOTAL PROJECTED FTES:			
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION			
Introduction to Microsoft Office	BA 179	2017 Fall	8:00am - 8:56am	MTWThF	Chris Martin	SAUSD	Century High School			
Career/Life Planning and Personal Exploration	CNSL 116	2017 Fall	8:00am - 8:56am	MTWThF	Mireya Vazquez	SAUSD	Century High School			
Elementary Spanish II	SPAN 102	2017 Fall	10:19am-11:15am and after school	MTWThF	Martha Guerrero Phlam		Century High School			
Introduction to Microsoft Office	BA 179	2018 Spring	8:00am - 8:56am	MTWThF	Chris Martin	SAUSD	Century High School			
Career/Life Planning and Personal Exploration	CNSL 116	2018 Spring	8:00am - 8:56am	MTWThF	Mireya Vazquez	SAUSD	Century High School			
To Be Determined	To Be Determined	2018 Spring	To Be Determined	To Be Determined	To Be Determined	To Be Determined	Century High School			

HIGH SCHOOL: Lorin Griset High School
EDUCATIONAL PROGRAM: College Bridge Pathway

TOTAL NUMBER OF STUDENTS TO BE SERVED:							TOTAL PROJECTED FTES:			
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION			
Lifelong Understanding and Self-Development	CNSL 100	2018 Spring LGSA Quarter 3	9:18am – 10:08am	MTWThF	Adrian Rios	SAUSD	Lorin Griset Academy			
Effective Study Techniques	STDY 091	2018 Spring LGSA Quarter 4	9:18am – 10:08am	MTWThF	Adrian Rios	SAUSD	Lorin Griset Academy			

HIGH SCHOOL: Godinez High School
 EDUCATIONAL PROGRAM: College Math Pathway

TOTAL NUMBER OF STUDENTS TO BE SERVED:							TOTAL PROJECTED FTES:
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Mathematics for Liberal Arts Students	MATH 105	2017 Fall	8:00am – 9:00am	MTWThF	Chi Tran	SAUSD	Godinez High School
Mathematics for Liberal Arts Students	MATH 105	2017 Fall	1:50am – 2:47am	MTWThF	Chi Tran	SAUSD	Godinez High School
Statistics and Probability	MATH 219	2018 Spring	8:00am – 9:00am	MTWThF	Chi Tran	SAUSD	Godinez High School
Statistics and Probability	MATH 219	2018 Spring	1:50am – 2:47am	MTWThF	Chi Tran	SAUSD	Godinez High School

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

SCHOOL DISTRICT counselors selected students based on academic readiness and the alignment of the course content to students; educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

3. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.

BUILDING	CLASSROOM	DAYS	HOURS
Advanced Learning Academy	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Century High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Cesar Chavez High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Godinez High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Lorin Grisset Academy	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Middle College High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Saddleback High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Santa Ana High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Seegerstrom High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Valley High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs

To:	Board of Trustees	Date:	February 26, 2018
Re:	AB288 College and Career Access Pathways (CCAP) Partnership Agreement between Rancho Santiago Community College District (RSCCD) and Orange Unified School District		
Action:	For Information		

BACKGROUND: The AB 288 CCAP Partnership Agreement shall be for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

ANALYSIS: AB288 requires a CCAP Partnership Agreement be presented to each district's board twice at subsequent meetings that are open to the public. The CCAP Partnership Agreement is presented as an informational item. At the following public board meeting, scheduled for March 12, 2018, the CCAP Partnership Agreement will be presented as an action item. At that time the board shall take comments from the public and approve or disapprove the proposed AB288 Partnership Agreement. Santiago Canyon College and Orange Unified School District will enter into an AB288 CCAP partnership upon approval of the governing boards of each district.

RECOMMENDATION: The AB288 College and Career Access Pathways (CCAP) Partnership, as of February 26, 2018, is presented as information.

Fiscal Impact:	Apportionment	Board Date:	February 26, 2018
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs		
Submitted by:	John Hernandez, Ph.D., President		
Recommended by:	Raul Rodriguez, Ph.D., Chancellor		

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
PARTNERSHIP AGREEMENT**

This Agreement outlines the College and Career Access Pathways (CCAP) Partnership Agreement (hereafter “AGREEMENT”) between Rancho Santiago Community College District (hereafter “COLLEGE DISTRICT”) and the Orange Unified School District (hereafter “SCHOOL DISTRICT”).

1. LEGAL AUTHORITY

WHEREAS, the mission of the COLLEGE DISTRICT includes providing innovative educational opportunities and student support services that lead to the successful completion of degrees, transfer, career/technical education and basic skills proficiency; and

WHEREAS, the SCHOOL DISTRICT is a public school district serving grades 9-12 located within the regional service area of the COLLEGE DISTRICT, unless otherwise specified and agreed to as specified in AB 288 Sec. 2, Education Code Section 76004 (e); and

WHEREAS, dual enrollment partnerships represent a “strategy to provide critical support for underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate” *AB 288 Section 1 (d)*; and

WHEREAS, the COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this CCAP Partnership Agreement for purposes consistent with the provisions of AB 288, “offering or expanding dual enrollment opportunities for high school students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness;” and

WHEREAS, the Governing Boards of each district, at an open public meeting of that board, presented the AGREEMENT as an informational item; and at a subsequent open public meeting of that Board took comments from the public and approved the AGREEMENT;

COLLEGE DISTRICT Board Meetings:

- a. Information Board Meeting Date February 26, 2018
- b. Public Hearing Board Meeting Date March 12, 2018

SCHOOL DISTRICT Board Meetings:

- a. Information Board Meeting Date February 15, 2018
- b. Public Hearing Board Meeting Date March 8, 2018

*Note: “AB 288” refers to California Assembly Bill No. 288 Chapter 618
Note: “Education Code” and “EC” refer to the California Education Code*

NOW THEREFORE, the COLLEGE DISTRICT and SCHOOL DISTRICT agree to the terms outlined in this AGREEMENT.

2. TERMS OF CCAP PARTNERSHIP

2.1 College and Career Access Pathways (CCAP) Partnership

- a. The COLLEGE DISTRICT shall not enter into a College and Career Access Pathways (CCAP) partnership with a school district within the service area of another community college district except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership. *AB 288 Sec. 2, EC § 76004(c)*
 - i. If the course(s) will be located outside the boundaries of the COLLEGE DISTRICT, the COLLEGE DISTRICT must comply with the requirements of Title 5, sections 55300 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.
- b. By mutual agreement, the SCHOOL DISTRICT and the COLLEGE DISTRICT will develop College and Career Access Pathways which represent aligned, sequenced series of college-level courses to facilitate associate degree completion, four-year transfer (i.e., UC, CSU), or completion of a credential or certificate in career and technical education.
- c. The Governing Board of COLLEGE DISTRICT, prior to establishing a vocational or occupational training program (career technical education programs), shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. *EC § 78015 et seq*
- d. The SCHOOL DISTRICT and the COLLEGE DISTRICT will collaborate in a College and Career Access Pathways (CCAP) Partnership throughout the term of this AGREEMENT to offer CCAP courses to eligible students within the SCHOOL DISTRICT.
 - i. The COLLEGE DISTRICT is responsible for the educational program(s) and/or course(s) offered on-site at the SCHOOL DISTRICT.
- e. A description of the College and Career Access Pathways included under this AGREEMENT is appended to the document and shall be known as Appendix A. Any updates to Appendix A, by mutual agreement of the SCHOOL DISTRICT and the COLLEGE DISTRICT, shall be in accordance with AB 288 Sec. 2, Education

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Code Section 76004 and shall be submitted to the Chancellor's Office in accordance with applicable instructions.

- f. Enrollment in CCAP courses offered as part of this AGREEMENT at the SCHOOL DISTRICT during the regular school day will be limited to high school students in the SCHOOL DISTRICT. *AB 288 Sec. 2, EC § 76004(o)(1)*

2.2 CCAP Course Instruction

- a. Students enrolled in CCAP courses offered as part of this AGREEMENT shall be held to the same behavioral standards and standards of academic achievement as those expected of students in classes offered at the COLLEGE DISTRICT campus.
- b. The scope, nature, time, location and listing of courses to be offered by the COLLEGE DISTRICT at any school within the SCHOOL DISTRICT will be appended to this document each term during the duration of this AGREEMENT and shall be known as Appendix B. The original submission of this document to the Chancellor's Office shall include Appendix B, and subsequent submissions of Appendix B shall be in accordance with Chancellor's Office instructions.
- c. The COLLEGE DISTRICT shall not provide physical education course opportunities to students at the SCHOOL DISTRICT or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a) of AB 288 Sec. 2, Education Code Section 76004. *AB 288 Sec. 2, EC § 76004 (d)*
- d. The COLLEGE DISTRICT shall ensure that instruction to be claimed for unit credit under this AGREEMENT is under the immediate supervision and control of an employee of the COLLEGE DISTRICT who has met the minimum qualifications for instruction in the approved course discipline(s) as specified by the California Community Colleges Chancellor's Office. www.cccco.edu
- e. By mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT, SCHOOL DISTRICT personnel who meet Chancellor's Office minimum qualifications may be selected to provide instruction for CCAP courses offered as part of this AGREEMENT.
- f. The COLLEGE DISTRICT shall be employer of record for all CCAP instructors, regardless of whether the COLLEGE DISTRICT or SCHOOL DISTRICT assumes responsibility for payment of instructors.

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- g. Where the instructor of a CCAP course offered as part of this AGREEMENT is not a paid employee of the COLLEGE DISTRICT, the COLLEGE DISTRICT shall maintain an additional agreement/contract with each instructor requiring attendance to be reported by the instructor and stating that the COLLEGE DISTRICT has the primary right to control and direct the instructional activities of the instructor.
 - i. As employer of record for instructors of CCAP classes offered as part of this AGREEMENT, the COLLEGE DISTRICT shall direct and control instructional activities through such actions as providing instructors with orientations, manuals, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its on-campus instructors.
- h. The COLLEGE DISTRICT shall ensure that the instruction of courses offered as part of this CCAP Partnership AGREEMENT adheres to the official course outline of record and the student learning outcomes established by the associated COLLEGE DISTRICT academic department. Appendix B shall include the course outline of record for each course identified therein.
- i. The COLLEGE DISTRICT shall conduct formal evaluation of instructors of CCAP courses in accordance with its district policies and local collective bargaining agreements, as well as applicable local, state, and federal mandates in effect at the time in which instruction occurred.
- j. The SCHOOL DISTRICT shall designate personnel at each participating school campus (e.g., Principal) to provide on-site supervision of activity related to the CCAP partnership and communicate any matters with COLLEGE DISTRICT designated contact.
- k. The COLLEGE DISTRICT and SCHOOL DISTRICT shall ensure that instructors of CCAP classes do not have any other assigned duty during the instructional activity and that they are able to provide supervision and control necessary for the protection of the health and safety of students. As a general rule, instructors must be physically present in the classroom or lab or within line-of-sight of the students.
- l. Within the context of the CCAP Partnership with the SCHOOL DISTRICT, the COLLEGE DISTRICT may enroll a special part-time student in up to a maximum of 15 units per term so long as the units constitute no more than four (4) classes per term per school within the SCHOOL DISTRICT.

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- m. The maximum student enrollment per class for CCAP courses offered as part of this AGREEMENT shall be established in accordance with COLLEGE DISTRICT practices in effect at the time in which the course is offered and will take into consideration the room capacity of the SCHOOL DISTRICT.
- n. The SCHOOL DISTRICT will be immediately notified of any change in textbook selection initiated by a COLLEGE DISTRICT employee. Every attempt will be made to maintain selected textbooks for any given course if there is a change in the instructor.

2.3 Educational Facilities

- a. The SCHOOL DISTRICT shall provide adequate classroom space, inclusive of required technological or laboratory equipment, to conduct the instruction at its facilities, or other location mutually agreed upon by the COLLEGE DISTRICT and the SCHOOL DISTRICT.
 - i. If CCAP courses will be offered at a charter school site, the SCHOOL DISTRICT shall submit to the COLLEGE DISTRICT documentation that the site facilities have been certified as compliant with the Field Act of the California Education Code.
- b. Subject to mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT, the COLLEGE DISTRICT facilities may be used as expressed in Appendix B for any given term.
- c. Joint facilities use, solely as specified by the terms of this AGREEMENT, shall be extended at no charge to either party for activity directly related to the CCAP partnership.

2.4 Student Eligibility

- a. The COLLEGE DISTRICT and SCHOOL DISTRICT identify the following student populations as able to benefit from courses offered under this AGREEMENT: 1) underachieving students, 2) students from groups underrepresented in postsecondary education, 3) students seeking advanced studies while in high school, and 4) students seeking a credential/certificate in career and technical education. *AB 288 Sec. 2, EC § 76004(c)(1)*

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- b. A high school student interested in enrolling in a CCAP course offered under this AGREEMENT must apply to the COLLEGE DISTRICT and submit a *Santiago Canyon College Career Advancement Placement Form* signed by his/her parent and by the high school principal, counselor, or other designated personnel.
 - i. By endorsing a high school student's Concurrent Enrollment Application, the SCHOOL DISTRICT certifies its determination that the student has the potential for success in coursework offered by the COLLEGE DISTRICT.
- c. Enrollment shall be open to any eligible student within the SCHOOL DISTRICT who has been admitted to the COLLEGE DISTRICT and who meets applicable prerequisite requirements as specified in Appendix B for the term for which s/he is enrolled. Applicable prerequisite courses, training, or experience which are required as preparation for courses offered through this AGREEMENT will be determined by the COLLEGE DISTRICT and shall be in compliance with applicable law and COLLEGE DISTRICT policies and standards.

2.5 Student Registration and Enrollment

- a. The COLLEGE DISTRICT shall provide the necessary college application and registration forms currently in effect for dual enrollment under this AGREEMENT.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall collaborate to provide ancillary and support service in the areas of outreach and recruitment, assessment, placement, counseling, tutoring, and other related services as necessary. SCHOOL DISTRICT students requiring disability-related accommodations will be provided by SCHOOL DISTRICT in accordance to Section 504 or ADA requirements and as authorized by COLLEGE DISTRICT standards.
- c. The COLLEGE DISTRICT shall be responsible for processing student applications for dual enrollment under this AGREEMENT.
- d. A student who has been admitted to the COLLEGE DISTRICT and who meets applicable prerequisite requirements for CCAP coursework as specified in Appendix B may enroll in a maximum of 15 units per term if all of the following circumstances are satisfied *AB 288 Sec.2, EC § 76004(p)*:
 - i. The units constitute no more than four COLLEGE DISTRICT courses per term
 - ii. The units are part of an academic program that is part of the CCAP partnership agreement outlined in this AGREEMENT

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- iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential
- a. Students enrolled in CCAP courses offered as part of this AGREEMENT will be directed to the official catalog of the COLLEGE DISTRICT for information regarding applicable academic policies and procedures.
- b. A student who withdraws from a CCAP course offered as part of this AGREEMENT will not receive credit for that course from the COLLEGE DISTRICT.
- c. Grades earned by students enrolled in CCAP courses offered as part of this AGREEMENT will be posted on the student's official COLLEGE DISTRICT transcript.

2.6 Student Fees and Instructional Materials

- a. High school students enrolled in CCAP courses offered as part of this AGREEMENT shall not be assessed any fee that is prohibited by Section 49011 of the California Education Code. *AB 288 Sec. 2, EC § 76004(f)*
 - i. The total cost of textbooks and other instructional materials for CCAP courses shall be specified in Appendix B of this AGREEMENT. The SCHOOL DISTRICT shall assume responsibility for the cost of all instructional materials.
- b. High school students enrolled in a CCAP course offered as part of this AGREEMENT and who are properly classified as having "special part-time student" status as described in AB 288 Sec.2, Education Code Section 76004(p) and item 2.5(d) above shall be exempt from the following COLLEGE DISTRICT fee requirements *AB 288 Sec.2, EC § 76004(q)*:
 - i. Student Representation Fee (*EC § 76060.5*);
 - ii. Nonresident Tuition Fee (*EC § 76140*);
 - iii. Transcript Fees (*EC § 76223*);
 - iv. Course Enrollment Fees (*EC § 76300*); and

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- v. Apprenticeship Course Fees (*EC § 76350*).
- c. In accordance with COLLEGE DISTRICT policies, high school students enrolled in a course offered through this AGREEMENT may be assessed fees that are not prohibited by Section 49011 of the California Education Code and are otherwise permitted pursuant to the Education Code.

2.7 Student Records

- a. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall maintain the confidentiality of all student academic records and other personal student records in accordance with all applicable privacy laws, ordinances, regulations, and directives at the federal, state, and local levels. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall inform all of its officers, employees, and agents providing services as part of this AGREEMENT of the confidentiality of student academic records and other personal student records.
- c. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall enforce applicable policies and procedures to ensure that each student record received pursuant to this AGREEMENT is used solely for the purpose(s) consistent with the user's authority to access that information pursuant to applicable federal and state law.
- d. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the COLLEGE DISTRICT, the SCHOOL DISTRICT, and other state agencies where such inspection and audit does not conflict with the Education Code.
- e. In all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements will apply, including as prescribed by California Code of Regulations, Title 5, Sections 58003.1 et seq., 58020 et seq., 58030 and 59020 et seq.

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- f. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall securely transmit data files to each other upon the completion of articulated and dual enrolled courses according to each district's grade reporting deadlines. Upon completion of each term, OUSD will release student demographic information, grades and course completion data for students interested in acquiring college credit. Upon completion of each college term, SCC will release student demographic information, grades and course completion data for all OUSD students.
- g. If the COLLEGE DISTRICT and the SCHOOL DISTRICT determines that parent consent is necessary, it will be the SCHOOL DISTRICT's responsibility to attain such consent.

2.8 Regulatory Reporting

- a. The COLLEGE DISTRICT shall be responsible for the following as they relate to CCAP courses offered as part of this AGREEMENT:
 - i. Employer of record for purposes of assignment monitoring and reporting to the county office of education; and
 - ii. Reporting responsibilities pursuant to applicable federal teacher quality mandates.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall report annually to the California Community Colleges Chancellor's Office all of the following information:
 - i. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. *AB 288 Sec. 2, EC § 76004(t)(1)(A)*
 - ii. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(B)*
 - iii. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(C)*

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- iv. The total number of full-time equivalent students generated by CCAP partnership community college district participants. *AB 288 Sec. 2, EC § 76004(t)(1)(D)*

2.9 State Apportionment

- a. The COLLEGE DISTRICT shall include students enrolled in CCAP courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) comply with current requirements for dual enrollment under applicable California law.
 - i. The COLLEGE DISTRICT may limit enrollment in a course solely to eligible high school students if the course is offered at a SCHOOL DISTRICT campus during the regular school day and the course is offered pursuant to this AGREEMENT. *AB 288 Sec. 2, EC § 76004(o)(1)*
 - ii. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to AB 288 Sec. 2, Education Code Section 76004 (p)(1) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. *AB 288 Sec. 2, EC § 76004(o)(1)*
- b. Neither the COLLEGE DISTRICT nor the SCHOOL DISTRICT shall receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. *AB 288 Sec. 2, EC § 76004(r)*
- c. The number of full-time equivalent students (FTES) that the COLLEGE DISTRICT will claim per term per school for CCAP courses offered as part of this AGREEMENT will vary depending upon the particular course(s) offered and the number of students enrolled in any given term. Course details (e.g., course name, course title, number of units) for any given term in which CCAP courses are offered at the SCHOOL DISTRICT can be found in Appendix B of this AGREEMENT.

2.10 Other Procedures, Terms, and Conditions

- a. The COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with current information pertaining to the procedures, terms, and conditions specified by its Governing Board regarding the following:

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

- i. Enrollment period;
- ii. Student fees ;
- iii. Number of class hours sufficient to meet the stated performance objectives (if applicable);
- iv. Supervision and evaluation of students; and
- v. Withdrawal of students prior to completion of a course of program.

Current COLLEGE DISTRICT policies and procedures are accessible on the college website at www.sccollege.edu

- b. The COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to applicable procedures, terms, and conditions set forth by federal, state, and local regulations related to CCAP partnerships.
- c. The COLLEGE DISTRICT shall assess the CCAP partnership and the provisions of this AGREEMENT in accordance with COLLEGE DISTRICT guidelines regarding the review of its programs and partnership agreements.

3. CERTIFICATIONS

- 3.1** This AGREEMENT certifies that any COLLEGE DISTRICT instructor teaching a CCAP course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011. All instructors employed by the COLLEGE DISTRICT must comply with the fingerprinting requirements set forth in the Education Code and COLLEGE DISTRICT board policies. *AB 288 Sec. 2, EC § 76004(h)*
- 3.2** This AGREEMENT certifies that any COLLEGE DISTRICT instructor teaching a CCAP course at the SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that campus. *AB 288 Sec. 2, EC § 76004(i)*
- 3.3** This AGREEMENT certifies that a qualified SCHOOL DISTRICT teacher teaching a CCAP course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COLLEGE DISTRICT faculty

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member teaching the same course at the partnering COLLEGE DISTRICT. *AB 288 Sec. 2, EC § 76004(j)*

3.4 This AGREEMENT certifies that both the COLLEGE DISTRICT and the SCHOOL DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications and evaluation of the teacher or faculty member teaching a CCAP partnership course offered for high school credit. *AB 288 Sec. 2, EC § 76004(l)*

3.5 This AGREEMENT certifies that any remedial course taught by COLLEGE DISTRICT faculty at the SCHOOL DISTRICT campus as part of a CCAP partnership shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student’s junior or senior year to ensure the student is prepared for college-level work upon graduation. *AB 288 Sec. 2, EC § 76004(n)*

3.6 The COLLEGE DISTRICT certifies that:

- a. Degree and certificate programs offered by the COLLEGE DISTRICT have been approved by the California Community Colleges Chancellor’s Office; courses that constitute the programs are part of the approved programs, or the COLLEGE DISTRICT has received delegated authority to separately approve those courses locally. *CCR, Title5, § 58050(a)(1)*
- b. A COLLEGE DISTRICT course offered for college credit at the SCHOOL DISTRICT campus does not reduce access to the same course offered at the COLLEGE DISTRICT campus. *AB 288 Sec. 2, EC § 76004(k)(1)*
- c. A COLLEGE DISTRICT course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership. *AB 288 Sec. 2, EC § 76004(k)(2)*
- d. Participation in a CCAP partnership is consistent with the core mission of the COLLEGE DISTRICT pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE DISTRICT. *AB 288 Sec. 2, EC § 76004(k)(3)*

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- e. The COLLEGE DISTRICT does not receive full compensation for the direct education costs of the course(s) offered as part of this AGREEMENT from any public or private agency, individual, or group. *EC § 84752; CCR, Title5, § 58051.5*
- f. The COLLEGE DISTRICT is responsible for obtaining certification from the SCHOOL DISTRICT verifying that the instructional activity to be conducted will not be fully funded by other sources. *EC § 84752; CCR, Title5, § 58051.5*

4. INDEMNIFICATION

- 4.1** The COLLEGE DISTRICT agrees to indemnify, defend, and hold harmless the SCHOOL DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the COLLEGE DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the COLLEGE DISTRICT's property or any property in the care, custody or control of the COLLEGE DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from acts of negligence by the COLLEGE DISTRICT, its officials, officers, employees, or other agents.
- 4.2** The SCHOOL DISTRICT agrees to indemnify, defend, and hold harmless the COLLEGE DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the SCHOOL DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the SCHOOL DISTRICT's property or any property in the care, custody or control of the SCHOOL DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from acts of negligence by the SCHOOL DISTRICT, its officials, officers, employees, or other agents.

5. NON-DISCRIMINATION

- 5.1** It is the policy of the COLLEGE DISTRICT to provide fair and equitable treatment of all individuals participating in its programs without regard to ethnicity, religion, sexual identity, national origin, ancestry, age, or physical handicap.
- 5.2** The COLLEGE DISTRICT is committed to providing a work and learning environment free of intimidation, harassment and unlawful discrimination. The COLLEGE

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DISTRICT and the SCHOOL DISTRICT share in the responsibility of providing a harassment-free employment and educational environment in complying with both federal and state mandates and guidelines regarding non-discrimination and sexual harassment.

6. INSURANCE

- 6.1** Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

7. CCAP POINTS OF CONTACT

- 7.1** The COLLEGE DISTRICT and the SCHOOL DISTRICT shall each appoint an educational administrator, as identified in Appendix B of this AGREEMENT, to serve as designated point of contact for the CCAP Partnership.
- 7.2** The COLLEGE DISTRICT and the SCHOOL DISTRICT are each responsible for providing immediate written notification to the other party regarding any changes in contact information over the course of any given term.

8. FILING OF CCAP PARTNERSHIP AGREEMENT

- 8.1** A copy of this AGREEMENT shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership between the COLLEGE DISTRICT and the SCHOOL DISTRICT.
- 8.2** Any revision and subsequent submission of this AGREEMENT (including any appendices) shall be by mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT and shall be in accordance with the California Community Colleges Chancellor's Office instructions.

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9. TERM OF CCAP PARTNERSHIP AGREEMENT

9.1 The term of this AGREEMENT shall be for one year beginning on the start date for the 2018 – 2019 and shall be renewable annually unless otherwise cancelled or terminated by the COLLEGE DISTRICT or the SCHOOL DISTRICT pursuant to Section 10 of this AGREEMENT. Per Education Code Section 81644, this continuing contract will be renewed annually, unless cancelled otherwise, for a period not to exceed 5 years.

10. CANCELLATION AND TERMINATION OF CCAP PARTNERSHIP AGREEMENT

10.1 Either the COLLEGE DISTRICT or the SCHOOL DISTRICT may cancel this AGREEMENT for convenience with a minimum 30-day written notice prior to the start of any course(s) to be offered as part of the CCAP partnership.

10.2 Either the COLLEGE DISTRICT or the SCHOOL DISTRICT may terminate this AGREEMENT for convenience with a minimum 30-day written notice specifying the date and scope of such termination. Such notice of termination shall not affect students currently enrolled in CCAP courses offered as part of this AGREEMENT.

11. NOTICES

11.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered to the other party or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, at the following addresses and to the attention of the persons indicated below.

COLLEGE DISTRICT

Rancho Santiago Community College District

2323 North Broadway

Santa Ana, California 92706-1640

ATTN: Mr. Peter Hardash, Vice Chancellor of Finance Services

SCHOOL DISTRICT

Orange Unified School District

1401 North Handy Street

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

Orange, California 92867

ATTN: Dr. Gunn Marie Hansen, Superintendent of Schools

12. ACCEPTANCE OF FACSIMILE SIGNATURES

12.1 The COLLEGE DISTRICT and the SCHOOL DISTRICT agree that agreements ancillary to this AGREEMENT and related documents to be entered into in connection with this AGREEMENT will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

13. GOVERNING LAW

13.1 This AGREEMENT has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Orange County.

14. SEVERABILITY

14.1 If any provisions of this AGREEMENT are or become contrary to State law or regulations of other agencies or decisions of courts of competent jurisdictions, the COLLEGE DISTRICT and the SCHOOL DISTRICT agree to renegotiate such provisions accordingly.

15. AUTHORIZATION WARRANTY

15.1 The COLLEGE DISTRICT and the SCHOOL DISTRICT hereby represent and warrant that the persons executing this AGREEMENT for each District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation set forth in this AGREEMENT and that all requirements of the District have been fulfilled to provide such actual authority.

16. COUNTERPARTS

16.1 This AGREEMENT may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

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IN WITNESS WHEREOF, the COLLEGE DISTRICT and the SCHOOL DISTRICT have caused this AGREEMENT to be subscribed in its behalf by its duly authorized officers, the day, month, and year indicated below.

Rancho Santiago Community College District

By: _____ Date _____
Peter Hardash
Vice Chancellor, Finance Services

Orange Unified School District

By: _____ Date _____
Dr. Gunn Marie Hansen
Superintendent of Schools

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618
Note: "Education Code" and "EC" refer to the California Education Code
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APPENDIX A

Pursuant to California Assembly Bill No. 288, the COLLEGE DISTRICT and SCHOOL DISTRICT enter into this partnership agreement to offer College and Career Pathways (CCAPs) to high school students for the purposes of expanding dual enrollment opportunities to facilitate college and career readiness, particularly among students who may not already be college-bound or who are underrepresented in higher education.

The goal of the CCAP partnership is to offer seamless pathways from high school to community college to promote: 1) academic preparation for transfer to four-year colleges/universities; and/or 2) completion of career and technical education programs for entry into the workforce.

The following pathways are included in this CCAP partnership agreement between the COLLEGE DISTRICT and SCHOOL DISTRICT:

1. Intersegmental General Education Transfer Curriculum (IGETC) Pathway*

This pathway includes COLLEGE DISTRICT courses which have been approved to meet the lower-division general education requirements at any CSU or University of California campus.

** The specific courses offered during any particular term may vary. All courses offered within this pathway shall represent courses approved for the Intersegmental General Education Transfer Curriculum (IGETC) for UC and CSU in the semester in which they are offered.*

SAMPLE IGETC Pathway:

Term/Year	9th	10th	11th	12th
Fall	Counseling 101: Educational, Personal, Cultural, and Career Exploration (3 units)	American Sign Language 110: American Sign Language I (4 units) OR Spanish 101: Elementary Spanish I (5 units)	Communication 100: Introduction to Interpersonal Communication (3 units) OR Communication 110: Public Speaking (3 units)	History 120: The United States to 1877 (3 units) OR History 121: The United States Since 1877 AND English 101, 102 or 103: Composition, Literature or Critical Thinking (4 units)
Spring	Kinesiology 104: Healthful Living (3 units)	American Sign Language 111: American Sign Language II (4 units) OR Spanish 102: Elementary Spanish II (5 units)	Psychology 100: Introduction to Psychology (3 units) OR Sociology 100: Introduction to Sociology (3 units) AND Earth Science 100: Physical Geology (3 units) OR Any course from IGETC Area 5B/5C	Political Science 101: Introduction to Political Science (3 units) OR Any course from IGETC Area 4 AND English 101, 102 or 103: Composition, Literature or Critical Thinking (4 units)
Summer	TV/Video Communications 104: History of Film 1945 to Present (3 units) OR Music 101: Music Appreciation (3 units)	TV/Video Communications 104: History of Film 1945 to Present (3 units) OR Music 101: Music Appreciation (3 units)	Biology 259: Environmental Biology (4 units)	
OTHER			College level math to be determined and taken in either junior or senior year.	

APPENDIX B – SUBMISSION FOR _____ [INSERT TERM(S)/YEAR]

Appendix B must be completed and submitted for each term during which COLLEGE DISTRICT coursework is offered at the SCHOOL DISTRICT as part of a College and Career Access Pathways (CCAP) partnership governed by California Assembly Bill No. 288, Chapter 618.

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	INSTRUCTOR PAID BY:	LOCATION
1.		<input type="checkbox"/> Fall <input type="checkbox"/> Spring				<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS
2.		<input type="checkbox"/> Fall <input type="checkbox"/> Spring				<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS
3.		<input type="checkbox"/> Fall <input type="checkbox"/> Spring				<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS
4.		<input type="checkbox"/> Fall <input type="checkbox"/> Spring				<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS

INSTRUCTIONAL MATERIALS AND COSTS - The total cost of textbooks and other instructional materials for SCHOOL DISTRICT students participating as part of this CCAP partnership will be borne by school district, pursuant to the terms of this AGREEMENT. The selection of the textbook will be made by the COLLEGE DISTRICT instructor.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1.				
2.				
3.				
4.				

COLLEGE DISTRICT
 Marilyn Flores, Ph.D.
 Vice President, Academic Affairs
 Santiago Community College
 8045 East Chapman
 Orange, California 92869

SCHOOL DISTRICT
 Gunn Marie Hansen, Ph.D.
 Superintendent of Schools
 Orange Unified School District
 1401 North Handy Street
 Orange, California 92867

Rancho Santiago Comm Coll District

Board Meeting of 02/26/18

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 01/24/18 Thru 02/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65434	General Fund Unrestricted	0.00	1,319.00	-1,319.00	92*0492650	92*0492650
65464	General Fund Unrestricted	0.00	5.00	-5.00	92*0492974	92*0492974
65841	General Fund Unrestricted	0.00	1,300.00	-1,300.00	92*0497444	92*0497444
65897	General Fund Unrestricted	54,385.01	0.00	54,385.01	92*0498140	92*0498150
65898	General Fund Unrestricted	57.00	0.00	57.00	92*0498160	92*0498160
65899	General Fund Unrestricted	2,470.93	0.00	2,470.93	92*0498166	92*0498181
65902	General Fund Unrestricted	19,724.35	0.00	19,724.35	92*0498191	92*0498213
65903	General Fund Unrestricted	23,901.94	0.00	23,901.94	92*0498217	92*0498223
65904	General Fund Unrestricted	1,297.97	0.00	1,297.97	92*0498224	92*0498228
65909	General Fund Unrestricted	13,237.84	0.00	13,237.84	92*0498237	92*0498252
65911	General Fund Unrestricted	2,478.34	0.00	2,478.34	92*0498262	92*0498282
65917	General Fund Unrestricted	3,980.31	0.00	3,980.31	92*0498326	92*0498339
65918	General Fund Unrestricted	31,345.84	0.00	31,345.84	92*0498350	92*0498357
65920	General Fund Unrestricted	3,178.70	0.00	3,178.70	92*0498377	92*0498388
65921	General Fund Unrestricted	44,171.63	0.00	44,171.63	92*0498393	92*0498437
65922	General Fund Unrestricted	55,384.12	0.00	55,384.12	92*0498438	92*0498457
65923	General Fund Unrestricted	23,055.95	0.00	23,055.95	92*0498460	92*0498472
65926	General Fund Unrestricted	13,208.81	0.00	13,208.81	92*0498478	92*0498487
65927	General Fund Unrestricted	2,188.52	0.00	2,188.52	92*0498490	92*0498507
65929	General Fund Unrestricted	22,782.15	0.00	22,782.15	92*0498524	92*0498634
65934	General Fund Unrestricted	16,002.30	0.00	16,002.30	92*0498642	92*0498649
65935	General Fund Unrestricted	10,820.54	0.00	10,820.54	92*0498650	92*0498666
65937	General Fund Unrestricted	21,167.87	0.00	21,167.87	92*0498683	92*0498714
65939	General Fund Unrestricted	12,126.41	0.00	12,126.41	92*0498723	92*0498749
65940	General Fund Unrestricted	21.00	0.00	21.00	92*0498751	92*0498751
65943	General Fund Unrestricted	21,455.74	0.00	21,455.74	92*0498759	92*0498786
65944	General Fund Unrestricted	27,684.41	0.00	27,684.41	92*0498812	92*0498821
65945	General Fund Unrestricted	11,162.72	0.00	11,162.72	92*0498822	92*0498854
65948	General Fund Unrestricted	22,859.52	0.00	22,859.52	92*0498874	92*0498910
65949	General Fund Unrestricted	3,363.02	0.00	3,363.02	92*0498917	92*0498932
65953	General Fund Unrestricted	52,474.19	0.00	52,474.19	92*0498947	92*0498973
Total Fund 11 General Fund Unrestricted		\$515,987.13	\$2,624.00	\$513,363.13		

5.1(1)

Checks Written for Period 01/24/18 Thru 02/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65892	General Fund Restricted	0.00	30.00	-30.00	92*0498116	92*0498116
65897	General Fund Restricted	40,449.83	0.00	40,449.83	92*0498146	92*0498152
65898	General Fund Restricted	58,589.95	0.00	58,589.95	92*0498153	92*0498159
65899	General Fund Restricted	36,827.61	0.00	36,827.61	92*0498161	92*0498183
65902	General Fund Restricted	3,919.68	0.00	3,919.68	92*0498195	92*0498212
65903	General Fund Restricted	9,493.02	0.00	9,493.02	92*0498216	92*0498221
65905	General Fund Restricted	40.82	0.00	40.82	92*0498229	92*0498229
65909	General Fund Restricted	8,437.36	0.00	8,437.36	92*0498241	92*0498253
65911	General Fund Restricted	5,413.06	0.00	5,413.06	92*0498257	92*0498283
65917	General Fund Restricted	40,451.81	0.00	40,451.81	92*0498324	92*0498347
65918	General Fund Restricted	331.95	0.00	331.95	92*0498348	92*0498348
65919	General Fund Restricted	2,518.79	0.00	2,518.79	92*0498359	92*0498365
65920	General Fund Restricted	35,051.43	0.00	35,051.43	92*0498366	92*0498392
65921	General Fund Restricted	6,088.82	0.00	6,088.82	92*0498394	92*0498412
65922	General Fund Restricted	1,095.85	0.00	1,095.85	92*0498455	92*0498455
65923	General Fund Restricted	54,156.67	0.00	54,156.67	92*0498458	92*0498471
65926	General Fund Restricted	1,206.69	0.00	1,206.69	92*0498481	92*0498485
65927	General Fund Restricted	33,999.84	0.00	33,999.84	92*0498488	92*0498505
65928	General Fund Restricted	38,600.12	0.00	38,600.12	92*0498508	92*0498523
65934	General Fund Restricted	7,441.88	0.00	7,441.88	92*0498641	92*0498647
65935	General Fund Restricted	294,210.43	0.00	294,210.43	92*0498651	92*0498676
65937	General Fund Restricted	13,252.74	0.00	13,252.74	92*0498682	92*0498717
65938	General Fund Restricted	3,835.16	0.00	3,835.16	92*0498718	92*0498722
65939	General Fund Restricted	9,753.99	0.00	9,753.99	92*0498726	92*0498750
65943	General Fund Restricted	25,206.69	0.00	25,206.69	92*0498763	92*0498809
65944	General Fund Restricted	139,402.51	0.00	139,402.51	92*0498810	92*0498817
65948	General Fund Restricted	22,868.19	0.00	22,868.19	92*0498876	92*0498911
65949	General Fund Restricted	11,286.13	0.00	11,286.13	92*0498912	92*0498931
65953	General Fund Restricted	56,117.63	0.00	56,117.63	92*0498946	92*0498974
Total Fund 12 General Fund Restricted		\$960,048.65	\$30.00	\$960,018.65		

Checks Written for Period 01/24/18 Thru 02/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65897	GF Unrestricted One-Time Func	1,485.36	0.00	1,485.36	92*0498148	92*0498148
65899	GF Unrestricted One-Time Func	11,760.97	0.00	11,760.97	92*0498164	92*0498176
65902	GF Unrestricted One-Time Func	318,769.88	0.00	318,769.88	92*0498193	92*0498215
65903	General Fund Unrestricted	37,893.83	0.00	37,893.83	92*0498220	92*0498222
65911	GF Unrestricted One-Time Func	9,000.00	0.00	9,000.00	92*0498278	92*0498278
65918	GF Unrestricted One-Time Func	7,578.00	0.00	7,578.00	92*0498349	92*0498358
65921	GF Unrestricted One-Time Func	172.38	0.00	172.38	92*0498400	92*0498401
65922	GF Unrestricted One-Time Func	1,873.45	0.00	1,873.45	92*0498456	92*0498456
65926	GF Unrestricted One-Time Func	1,412.26	0.00	1,412.26	92*0498479	92*0498479
65927	GF Unrestricted One-Time Func	33,314.92	0.00	33,314.92	92*0498491	92*0498499
65935	GF Unrestricted One-Time Func	99.00	0.00	99.00	92*0498661	92*0498661
65937	GF Unrestricted One-Time Func	2,150.00	0.00	2,150.00	92*0498716	92*0498716
65939	GF Unrestricted One-Time Func	9,688.75	0.00	9,688.75	92*0498724	92*0498724
65948	GF Unrestricted One-Time Func	603.96	0.00	603.96	92*0498900	92*0498900
65949	GF Unrestricted One-Time Func	2,298.22	0.00	2,298.22	92*0498919	92*0498919
65953	General Fund Restricted	12,368.90	0.00	12,368.90	92*0498963	92*0498963
Total Fund 13 General Fund Restricted		\$450,469.88	\$0.00	\$450,469.88		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65896	Child Development Fund	1,373.13	0.00	1,373.13	92*0498136	92*0498139
65901	Child Development Fund	1,737.52	0.00	1,737.52	92*0498186	92*0498190
65908	Child Development Fund	5,747.72	0.00	5,747.72	92*0498232	92*0498236
65910	Child Development Fund	56.06	0.00	56.06	92*0498254	92*0498256
65916	Child Development Fund	16,791.42	0.00	16,791.42	92*0498304	92*0498323
65925	Child Development Fund	2,988.71	0.00	2,988.71	92*0498474	92*0498477
65931	Child Development Fund	28.01	0.00	28.01	92*0498636	92*0498636
65936	Child Development Fund	1,704.18	0.00	1,704.18	92*0498677	92*0498681
65941	Child Development Fund	711.06	0.00	711.06	92*0498752	92*0498756
65947	Child Development Fund	13,460.19	0.00	13,460.19	92*0498857	92*0498873
65952	Child Development Fund	1,410.72	0.00	1,410.72	92*0498937	92*0498945
Total Fund 33 Child Development Fund		\$46,008.72	\$0.00	\$46,008.72		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65819	Capital Outlay Projects Fund	0.00	515.00	-515.00	92*0497260	92*0497260
65900	Capital Outlay Projects Fund	28,018.50	0.00	28,018.50	92*0498184	92*0498185
65906	Capital Outlay Projects Fund	3,028.71	0.00	3,028.71	92*0498230	92*0498230
65915	Capital Outlay Projects Fund	81,084.26	0.00	81,084.26	92*0498290	92*0498303
65924	Capital Outlay Projects Fund	1,227.93	0.00	1,227.93	92*0498473	92*0498473
65933	Capital Outlay Projects Fund	178,880.42	0.00	178,880.42	92*0498638	92*0498640
65942	Capital Outlay Projects Fund	16,390.06	0.00	16,390.06	92*0498757	92*0498758
65946	Capital Outlay Projects Fund	13,827.00	0.00	13,827.00	92*0498855	92*0498856
65951	Capital Outlay Projects Fund	7,622.84	0.00	7,622.84	92*0498934	92*0498936
Total Fund 41 Capital Outlay Projects Fun		\$330,079.72	\$515.00	\$329,564.72		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65895	Bond Fund, Measure Q	226,139.57	0.00	226,139.57	92*0498132	92*0498135
65912	Bond Fund, Measure Q	1,847,978.70	0.00	1,847,978.70	92*0498284	92*0498285
65914	Bond Fund, Measure Q	6,189.66	0.00	6,189.66	92*0498288	92*0498289
65932	Bond Fund, Measure Q	2,917.68	0.00	2,917.68	92*0498637	92*0498637
65950	Bond Fund, Measure Q	12,000.00	0.00	12,000.00	92*0498933	92*0498933
Total Fund 43 Bond Fund, Measure Q		\$2,095,225.61	\$0.00	\$2,095,225.61		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65894	Property and Liability Fund	242.40	0.00	242.40	92*0498131	92*0498131
65907	Property and Liability Fund	620.53	0.00	620.53	92*0498231	92*0498231
65913	Property and Liability Fund	6,304.42	0.00	6,304.42	92*0498286	92*0498287
Total Fund 61 Property and Liability Fund		\$7,167.35	\$0.00	\$7,167.35		

Checks Written for Period 01/24/18 Thru 02/12/18

65930	Workers' Compensation Fund	13,087.52	13,087.52	0.00	92*0498635	92*0498635
Total Fund 62 Workers' Compensation Fu		<u><u>\$13,087.52</u></u>	<u><u>\$13,087.52</u></u>	<u><u>\$0.00</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	513,363.13
Total Fund 12 General Fund Restricted	960,018.65
Total Fund 13 General Fund Restricted	450,469.88
Total Fund 33 Child Development Fund	46,008.72
Total Fund 41 Capital Outlay Projects Fund	329,564.72
Total Fund 43 Bond Fund, Measure Q	2,095,225.61
Total Fund 61 Property and Liability Fund	7,167.35
Total Fund 62 Workers' Compensation Fund	0.00
Grand Total:	<u><u>\$4,401,818.06</u></u>

Checks Written for Period 01/24/18 Thru 02/12/18

<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>
311801531	Bookstore Fund	562,653.05	149,013.54	413,639.51	31*0108654	31*0108716
311802103	Bookstore Fund	147,360.46	1,794.20	145,566.26	31*0108717	31*0108729
311802210	Bookstore Fund	58,623.24	0.00	58,623.24	31*0108730	31*0108753
Total Fund 31 Bookstore Fund		<u>\$768,636.75</u>	<u>\$150,807.74</u>	<u>\$617,829.01</u>		

Checks Written for Period 01/24/18 Thru 02/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
711801427	Associated Students Fund	5,430.87	0.00	5,430.87	71*0008315	71*0008322
711801531	Associated Students Fund	2,995.70	70.00	2,925.70	71*0008323	71*0008332
711802103	Associated Students Fund	500.47	0.00	500.47	71*0008333	71*0008335
711802210	Associated Students Fund	6,233.67	0.00	6,233.67	71*0008336	71*0008349
Total Fund 71 Associated Students Fund		<u>\$15,160.71</u>	<u>\$70.00</u>	<u>\$15,090.71</u>		

Checks Written for Period 01/24/18 Thru 02/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
721801427	Representation Fee Trust Fund	42,248.00	0.00	42,248.00	72*0000139	72*0000139
Total Fund 72 Representation Fee Trust Fun		<u>\$42,248.00</u>	<u>\$0.00</u>	<u>\$42,248.00</u>		

Checks Written for Period 01/24/18 Thru 02/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
761801427	Community Education Fund	17,490.00	0.00	17,490.00	76*0007332	76*0007334
761801531	Community Education Fund	10,715.34	0.00	10,715.34	76*0007335	76*0007338
761802210	Community Education Fund	9,733.37	0.00	9,733.37	76*0007339	76*0007343
Total Fund 76 Community Education Fund		\$37,938.71	\$0.00	\$37,938.71		

Checks Written for Period 01/24/18 Thru 02/12/18

<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>
791801427	Diversified Trust Fund	36,044.76	0.00	36,044.76	79*0021249	79*0021258
791801531	Diversified Trust Fund	60,363.72	0.00	60,363.72	79*0021259	79*0021267
791802210	Diversified Trust Fund	13,504.75	0.00	13,504.75	79*0021268	79*0021283
Total Fund 79 Diversified Trust Fund		<u><u>\$109,913.23</u></u>	<u><u>\$0.00</u></u>	<u><u>\$109,913.23</u></u>		

Checks Written for Period 01/24/18 Thru 02/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
811801427	Diversified Agency Fund	14,929.74	0.00	14,929.74	81*0048470	81*0048479
811801531	Diversified Agency Fund	10,656.50	0.00	10,656.50	81*0048480	81*0048492
811802103	Diversified Agency Fund	1,400.23	183.74	1,216.49	81*0048493	81*0048498
811802210	Diversified Agency Fund	19,130.27	0.00	19,130.27	81*0048499	81*0048524
Total Fund 81 Diversified Agency Fund		\$46,116.74	\$183.74	\$45,933.00		

SUMMARY

Total Fund 31 Bookstore Fund	617,829.01
Total Fund 71 Associated Students Fund	15,090.71
Total Fund 72 Representation Fee Trust Func	42,248.00
Total Fund 76 Community Education Fund	37,938.71
Total Fund 79 Diversified Trust Fund	109,913.23
Total Fund 81 Diversified Agency Fund	45,933.00
Grand Total:	<u><u>\$868,952.66</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 01/23/2018 To 02/13/2018
Board Meeting on 02/26/2018**

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
2000	CLASSIFIED SALARIES		12,054
3000	EMPLOYEE BENEFITS	3,831	
4000	SUPPLIES & MATERIALS		8,850
5000	OTHER OPERATING EXP & SERVICES	14,641	
6000	CAPITAL OUTLAY	2,432	
Total Transfer Fund 11		\$20,904	\$20,904
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES	24,499	
2000	CLASSIFIED SALARIES	39,306	
3000	EMPLOYEE BENEFITS	129,521	
4000	SUPPLIES & MATERIALS	9,391	
5000	OTHER OPERATING EXP & SERVICES		156,483
6000	CAPITAL OUTLAY		31,322
7000	OTHER OUTGO		15,912
7900	RESERVE FOR CONTINGENCIES	1,000	
Total Transfer Fund 12		\$203,717	\$203,717
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
1000	ACADEMIC SALARIES		5,742
2000	CLASSIFIED SALARIES		8,485
3000	EMPLOYEE BENEFITS		1,993
4000	SUPPLIES & MATERIALS		18,100
5000	OTHER OPERATING EXP & SERVICES		20,404
6000	CAPITAL OUTLAY		18,746
7900	RESERVE FOR CONTINGENCIES	73,470	
Total Transfer Fund 13		\$73,470	\$73,470
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES	7,435	
2000	CLASSIFIED SALARIES	1,312	
3000	EMPLOYEE BENEFITS		1,212
4000	SUPPLIES & MATERIALS		4,400
5000	OTHER OPERATING EXP & SERVICES		3,650
6000	CAPITAL OUTLAY	515	
Total Transfer Fund 33		\$9,262	\$9,262

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 01/23/2018 To 02/13/2018
Board Meeting on 02/26/2018**

BUDGET TRANSFERS	From	To
<u>Fund 41: Capital Outlay Projects Fund</u>		
6000 CAPITAL OUTLAY		871
7900 RESERVE FOR CONTINGENCIES	871	
	\$871	\$871
<u>Fund 62: Workers' Compensation Fund</u>		
5000 OTHER OPERATING EXP & SERVICES		139,338
7900 RESERVE FOR CONTINGENCIES	139,338	
	\$139,338	\$139,338
<u>Fund 79: Diversified Trust Fund</u>		
5000 OTHER OPERATING EXP & SERVICES		48,305
7900 RESERVE FOR CONTINGENCIES	48,305	
	\$48,305	\$48,305

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.

RECOMMENDATION

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

5.2(2)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 01/23/2018 To 02/13/2018
Board Meeting on 02/26/2018**

BUDGET INCREASES AND DECREASES

		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	(76,574)	
8600	STATE REVENUES	34,038,898	
8800	LOCAL REVENUES	50,000	
1000	ACADEMIC SALARIES		208,602
2000	CLASSIFIED SALARIES		822,908
3000	EMPLOYEE BENEFITS		347,493
4000	SUPPLIES & MATERIALS		1,689
5000	OTHER OPERATING EXP & SERVICES		32,684,216
6000	CAPITAL OUTLAY		(52,584)
Total Transfer Fund 12		\$34,012,324	\$34,012,324
<u>Fund 79: Diversified Trust Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		1,044
7900	RESERVE FOR CONTINGENCIES		(1,044)
Total Transfer Fund 79		\$0	\$0

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 01/23/2018 To 02/13/2018
Board Meeting on 02/26/2018**

BUDGET TRANSFERS		From	To
Fund 12: General Fund Restricted			
B022701	01/26/18		
1000	ACADEMIC SALARIES	1,348	
2000	CLASSIFIED SALARIES	12,574	
3000	EMPLOYEE BENEFITS	16,382	
4000	SUPPLIES & MATERIALS		1,000
5000	OTHER OPERATING EXP & SERVICES		32,054
6000	CAPITAL OUTLAY	2,750	
Total Reference B022701		\$33,054	\$33,054
Reason:	Special Project Adjustment		
Description:	Adjustments to existing 17/18 Equity Regular Year Budget		
B022737	02/06/18		
1000	ACADEMIC SALARIES	46,246	
2000	CLASSIFIED SALARIES	43,418	
3000	EMPLOYEE BENEFITS	58,867	
4000	SUPPLIES & MATERIALS		12,584
5000	OTHER OPERATING EXP & SERVICES		105,782
7000	OTHER OUTGO		30,165
Total Reference B022737		\$148,531	\$148,531
Reason:	Special Project Adjustment		
Description:	Adjustments to existing 17/18 #2549 S/Equity		
B022740	02/06/18		
1000	ACADEMIC SALARIES		52,378
3000	EMPLOYEE BENEFITS	52,378	
Total Reference B022740		\$52,378	\$52,378
Reason:	Special Project Adjustment		
Description:	Cover 4 personnel and benefits Strong Workforce.		
B022746	02/07/18		
5000	OTHER OPERATING EXP & SERVICES		1,000
7900	RESERVE FOR CONTINGENCIES	1,000	
Total Reference B022746		\$1,000	\$1,000
Reason:	Special Project Adjustment		
Description:	Travel: Sacramento-LEA Mtgs.: Feb, Apr, Jne. LEA is newly adopted statute for provision of Medicaid payments.		
B022764	02/09/18		
4000	SUPPLIES & MATERIALS	29,995	
5000	OTHER OPERATING EXP & SERVICES		29,995
Total Reference B022764		\$29,995	\$29,995
Reason:	Special Project Adjustment		
Description:	Purchase counseling assessment for student use.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 01/23/2018 To 02/13/2018
Board Meeting on 02/26/2018**

BUDGET TRANSFERS **From** **To**

Fund 13: GF Unrestricted One-Time Funds

B022668	01/24/18			
5000		OTHER OPERATING EXP & SERVICES		36,000
7900		RESERVE FOR CONTINGENCIES	36,000	

Total Reference B022668	\$36,000		\$36,000
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Reason: Adjustment

Description: One-time facility renovations. President Cabinet conference expenses

B022669	01/25/18			
4000		SUPPLIES & MATERIALS		10,600
5000		OTHER OPERATING EXP & SERVICES		10,650
7900		RESERVE FOR CONTINGENCIES	21,250	

Total Reference B022669	\$21,250		\$21,250
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Reason: Adjustment

Description: One-time awards for programs w/o ongoing funding source (PNO)

B022759	02/08/18			
1000		ACADEMIC SALARIES		5,742
2000		CLASSIFIED SALARIES		8,485
3000		EMPLOYEE BENEFITS		1,993
7900		RESERVE FOR CONTINGENCIES	16,220	

Total Reference B022759	\$16,220		\$16,220
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Reason: Adjustment

Description: One time Award Library Extended Hours Staffing

Fund 41: Capital Outlay Projects Fund

B022763	02/09/18			
6000		CAPITAL OUTLAY		871
7900		RESERVE FOR CONTINGENCIES	871	

Total Reference B022763	\$871		\$871
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Reason: Special Project Adjustment

Description: Cover SAC HVAC Maintenance Repairs for D Building

Fund 62: Workers' Compensation Fund

B022777	02/12/18			
5000		OTHER OPERATING EXP & SERVICES		139,338
7900		RESERVE FOR CONTINGENCIES	139,338	

Total Reference B022777	\$139,338		\$139,338
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Reason: Adjustment

Description: Additional Workers Comp Prem: 16-17 Estimated Payroll Vs. Actual

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 BUDGET BOARD REPORT
 From 01/23/2018 To 02/13/2018
 Board Meeting on 02/26/2018**

BUDGET TRANSFERS		From	To
<u>Fund 79: Diversified Trust Fund</u>			
B022710	01/29/18		
5000	OTHER OPERATING EXP & SERVICES		48,305
7900	RESERVE FOR CONTINGENCIES	48,305	
Total Reference B022710		\$48,305	\$48,305
Reason: Special Project Adjustment			
Description: Move budget: contingency account: pay back DO salary cost: Charge to 79-7855 instead of 13-3487			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 01/23/2018 To 02/13/2018
Board Meeting on 02/26/2018**

BUDGET INCREASES AND DECREASES

Revenue Appropriation

Fund 12: General Fund Restricted

B022681 01/26/18

8800	LOCAL REVENUES	25,000	
2000	CLASSIFIED SALARIES		17,978
3000	EMPLOYEE BENEFITS		6,061
5000	OTHER OPERATING EXP & SERVICES		961

Total Reference B022681

\$25,000 \$25,000

Reason: Special Project Adjustment

Description: Orange County SBDC #3653 Small Business Access to Capital
Santa Ana/Anaheim budget Augmentation.

B022700 01/26/18

8100	FEDERAL REVENUES	40,493	
1000	ACADEMIC SALARIES		28,248
2000	CLASSIFIED SALARIES		784
3000	EMPLOYEE BENEFITS		12,479
4000	SUPPLIES & MATERIALS		(410)
5000	OTHER OPERATING EXP & SERVICES		(608)

Total Reference B022700

\$40,493 \$40,493

Reason: Special Project Adjustment

Description: #1108 WIOA Title II Bgt FY 17/18 SCC-non credit.

B022703 01/26/18

8100	FEDERAL REVENUES	(51,283)	
1000	ACADEMIC SALARIES		(20,180)
2000	CLASSIFIED SALARIES		(9,604)
3000	EMPLOYEE BENEFITS		(4,548)
4000	SUPPLIES & MATERIALS		(16,546)
5000	OTHER OPERATING EXP & SERVICES		(405)

Total Reference B022703

\$(51,283) \$(51,283)

Reason: Special Project Adjustment

Description: #1106 WIOA Title II Bgt FY 17/18 SCC non credit

B022705 01/29/18

8100	FEDERAL REVENUES	244,148	
1000	ACADEMIC SALARIES		61,675
2000	CLASSIFIED SALARIES		156,515
3000	EMPLOYEE BENEFITS		55,223
4000	SUPPLIES & MATERIALS		12,217
5000	OTHER OPERATING EXP & SERVICES		1,115
6000	CAPITAL OUTLAY		(42,597)

Total Reference B022705

\$244,148 \$244,148

Reason: Special Project Adjustment

Description: #1102 WIOA Title II Bgt FY 17/18

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 01/23/2018 To 02/13/2018
Board Meeting on 02/26/2018**

BUDGET INCREASES AND DECREASES **Revenue** **Appropriation**

B022706	01/29/18		
8100	FEDERAL REVENUES	(2,510)	
1000	ACADEMIC SALARIES		54,000
2000	CLASSIFIED SALARIES		(36,680)
3000	EMPLOYEE BENEFITS		(20,632)
4000	SUPPLIES & MATERIALS		802

Total Reference B022706	\$(2,510)	\$(2,510)
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Reason: Special Project Adjustment
Description: #1102 WIOA Title II OEC Budget FY17/18

B022707	01/29/18		
8100	FEDERAL REVENUES	(207,531)	
1000	ACADEMIC SALARIES		(67,640)
2000	CLASSIFIED SALARIES		(11,625)
3000	EMPLOYEE BENEFITS		(97,318)
4000	SUPPLIES & MATERIALS		(6,032)
5000	OTHER OPERATING EXP & SERVICES		(17,029)
6000	CAPITAL OUTLAY		(7,887)

Total Reference B022707	\$(207,531)	\$(207,531)
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Reason: Special Project Adjustment
Description: #1106 WIOA Title II Budget FY 17/18 (SAC Non-credit)

B022708	01/29/18		
8100	FEDERAL REVENUES	9,860	
1000	ACADEMIC SALARIES		28,010
2000	CLASSIFIED SALARIES		(18,164)
3000	EMPLOYEE BENEFITS		(3,138)
4000	SUPPLIES & MATERIALS		4,152
6000	CAPITAL OUTLAY		(1,000)

Total Reference B022708	\$9,860	\$9,860
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Reason: Special Project Adjustment
Description: #1109 WIOA TITLE II BGT FY1718 (SAC NON-CREDIT)

B022709	01/29/18		
8100	FEDERAL REVENUES	(126,736)	
1000	ACADEMIC SALARIES		47,603
2000	CLASSIFIED SALARIES		(79,413)
3000	EMPLOYEE BENEFITS		(61,390)
4000	SUPPLIES & MATERIALS		(2,817)
5000	OTHER OPERATING EXP & SERVICES		(27,619)
6000	CAPITAL OUTLAY		(3,100)

Total Reference B022709	\$(126,736)	\$(126,736)
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Reason: Special Project Adjustment
Description: #1101 WIOA Title II Budget FY17/18 (SAC-noncredit)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 01/23/2018 To 02/13/2018
Board Meeting on 02/26/2018**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B022721	01/31/18		
8600	STATE REVENUES	8,000,000	
2000	CLASSIFIED SALARIES		115,472
3000	EMPLOYEE BENEFITS		67,066
4000	SUPPLIES & MATERIALS		500
5000	OTHER OPERATING EXP & SERVICES		7,816,962
Total Reference B022721		\$8,000,000	\$8,000,000
Reason:	New Budget		
Description:	#2255 Workforce Dvlpmt Economically Distressed Areas		
B022724	01/31/18		
8800	LOCAL REVENUES	25,000	
2000	CLASSIFIED SALARIES		9,685
3000	EMPLOYEE BENEFITS		315
4000	SUPPLIES & MATERIALS		8,750
5000	OTHER OPERATING EXP & SERVICES		6,250
Total Reference B022724		\$25,000	\$25,000
Reason:	New Budget		
Description:	Create Mexican Consulate budget for project 12-3354.		
B022726	02/01/18		
8600	STATE REVENUES	150,000	
1000	ACADEMIC SALARIES		59,633
2000	CLASSIFIED SALARIES		25,305
3000	EMPLOYEE BENEFITS		15,203
5000	OTHER OPERATING EXP & SERVICES		49,859
Total Reference B022726		\$150,000	\$150,000
Reason:	New Budget		
Description:	Zero Textbook Cost Degree Phase II new (SAC)		
B022761	02/08/18		
8600	STATE REVENUES	25,888,898	
2000	CLASSIFIED SALARIES		640,249
3000	EMPLOYEE BENEFITS		363,379
4000	SUPPLIES & MATERIALS		2,000
5000	OTHER OPERATING EXP & SERVICES		24,881,270
6000	CAPITAL OUTLAY		2,000
Total Reference B022761		\$25,888,898	\$25,888,898
Reason:	New Budget		
Description:	#2225 Strong Workforce Program Regional Share (DO) Rnd2 Y1 funding FY17/18.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 01/23/2018 To 02/13/2018
Board Meeting on 02/26/2018**

BUDGET INCREASES AND DECREASES

Revenue Appropriation

Fund 79: Diversified Trust Fund

B022719	01/30/18		
5000		OTHER OPERATING EXP & SERVICES	1,044
7900		RESERVE FOR CONTINGENCIES	(1,044)

Total Reference B022719

\$0	\$0
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Reason: Special Project Adjustment

Description: Adjust budgets to split SAC/SCC income & expenses

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

To:	Board of Trustees	Date:	February 26, 2018
Re:	Award of Bid #1338 – Prop 39 Year 5 LED Lighting at Santa Ana College, Santiago Canyon College, Digital Media Center, Orange County Sheriff’s Regional Training Academy and District Operations Center		
Action:	Request for Approval		

BACKGROUND:

On November 6, 2012, Proposition 39 was passed by the voters that will provide energy efficient project funds for California K-12 and community colleges for a period of five years. Rancho Santiago Community College District has been awarded Proposition 39 funds in addition to qualifying for possible energy rebates through the California Community Colleges Investor Owned Utilities (CCCIU) program. The District-wide LED Lighting Project at Santa Ana College, Santiago Canyon College, Digital Media Center, the Orange County Sheriff’s Regional Training Academy, and District Operations Center were submitted to the CCCIU to qualify for Year 5 Proposition 39 funding. The LED Lighting Project was identified as an energy efficient project and reviewed in partnership with the CCCIU and Southern California Edison to deem the project eligible. The CCCIU reviewed the District’s application along with the energy efficiency report prepared by consultant engineers. The consultant’s findings identified energy savings of 384,152 kWh/yr resulting in an energy demand savings of 17.58 kW/yr. The energy efficiency recommendations include converting exterior and interior lighting to higher efficiency LED lighting to improve energy efficiency, increase performance, and lower maintenance costs at most exterior wall mounted lights and select interior lights at multiple buildings located at Santa Ana College, Santiago Canyon College, Digital Media Center, and Orange County Sheriff’s Regional Training Academy. Proposition 39 Year 5 funds in the amount of \$993,328 have been allocated and received by the District. The District anticipates other estimated energy saving rebates from Southern California Edison in the amount of \$81,816. As a condition of receiving the Proposition 39 funds, all funded projects must be completed and closeout by June 28, 2019 and will need to comply with all state mandates for procurement, expenditure reporting and auditing requirements.

This is an approval for the award of Bid #1338 for Prop 39 Year 5 LED lighting at Santa Ana College, Santiago Canyon College, Digital Media Center, Orange County Sheriff’s Regional Training Academy, and District Operations Center.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCAA), Bid #1338 for Prop 39 Year 5 LED Lighting at Santa Ana College, Santiago Canyon College, Digital Media Center, Orange County Sheriff’s Regional Training Academy and District Operations Center was advertised on January 13, 2018 and January 20, 2018. A Notice Calling for Bids was sent to 35 contractors from the District’s qualified contractors list on January 18, 2018.

Five (5) mandatory job walks were conducted at Santa Ana College, Santiago Canyon College, Digital Media Center, Orange County Sheriff’s Regional Training Academy and District Operations Center on January 23, 2018 and there were 11 attendees. Bids were opened on February 2, 2018 as noted on the attached bid summary. The District received seven (7) bids for the project. Retro-Tek Energy Service, Inc. (Vista) submitted the lowest responsive bid in the amount of \$333,999.00. District staff conducted a due diligence review to ensure compliance with license and bid bond requirements. After review of the bids received, the District recommends approval of award of Bid #1338 to Retro-Tek Energy Service, Inc.

The anticipated start date is March 12, 2018. The estimated construction duration is two hundred (200) days.

This project is funded by State Proposition 39 Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1338 to Retro-Tek Energy Service, Inc. for Prop 39 Year 5 LED Lighting at Santa Ana College, Santiago Canyon College, Digital Media Center, Orange County Sheriff’s Regional Training Academy and District Operations Center as presented.

Fiscal Impact:	\$333,999.00	Board Date: February 26, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Facility Planning, District Construction and Support Services
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640

BID SUMMARY

BID #1338	PROJECT: Prop 39 Year 5 LED Lighting at SAC, SCC, DMC, OCSRTA and DOC	TIME: 2:00 P.M. DATE: February 2, 2018
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BIDDERS	TOTAL BASE BID AMOUNT
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Retro-Tek Energy Service, Incorporated 269 Woodland Drive Vista, CA 92803	\$333,999.00
Baker Electric, Incorporated 1298 Pacific Oaks Place Escondido, CA 92029	\$386,341.00
Inter-Pacific, Incorporated 1421 Edinger Avenue Tustin, CA 92780	\$418,721.67
Pacific Lighting Management, Incorporated 1638 East Edinger Avenue, Unit #B Santa Ana, CA 92705	\$432,079.00
Clear Blue Energy Corporation 17150 Via Del Campo, Suite 203 San Diego, CA 92127	\$440,692.03
J. Kim Electric, Incorporated 842 West Las Palmas Drive Fullerton, CA 92835	\$504,848.00
Steele Contracting, Incorporated dba Coast Electric 152 East Dyer Road, Suite F Santa Ana, CA 92707	\$549,489.64

7 TOTAL BIDDERS

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Reject all Bids for Bid #1339 – Window Repairs at District Operations Center	
Action:	Request for Approval	

BACKGROUND:

The District Operations Center building has not had any significant window repairs since it was built in 1968. This project is to replace the existing weather stripping along the exterior window system to increase the energy efficiency within the building. The window repairs are planned to be undertaken in phases with half of the building being done at one time. The District does not recommend moving forward with this bid at this time as it was above the target budget.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1339 for window repairs at the District Operations Center was advertised and a Notice of Inviting Bids was sent to six (6) contractors from the District's qualified contractors list on January 11, 2018.

A mandatory job walk was conducted on January 17, 2018 and there were two (2) attendees. Bids were opened on January 30, 2018, as noted on the attached bid summary. The District received one (1) bid for the project. The District recommends rejecting the bid, due to the bid exceeding the target budget range. Staff is currently re-evaluating the scope of work, the budget, and construction schedule, and does not recommend awarding the bid at this time. Per Board Policy 6603, regarding Informal Bidding Procedures, the Vice Chancellor of Business Operation/Fiscal Services has rejected all bids under the authority of CUPCCAA.

RECOMMENDATION:

It is recommended that the Board of Trustees reject all bids for Bid #1339 - Window Repairs at District Operations Center as presented.

Fiscal Impact:	N/A	Board Date: February 26, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Facility Planning, District Construction and Support Services
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640

BID SUMMARY

BID #1339

PROJECT: Windows Repairs at
the District Operations Center

TIME: 2:00 P.M.

DATE: January 30, 2018

REJECT ALL BIDS

BIDDER

TOTAL BASE BID AMOUNT

Huntington Glazing, Incorporated
4800 South Huntington Drive
Los Angeles, CA 90032

\$248,900

1 TOTAL BIDDER

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Agreement with Architecture 9 PLLLP - Architectural Design Services for Barrier Removal/Signage and Wayfinding at Santa Ana College and Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural design services for barrier removal/signage and wayfinding at Santa Ana College and Santiago Canyon College. The District is in need of professional services for programming, design, and construction administration services for new wayfinding signage, including the replacement of pedestrian walkway signs. The architect will prepare construction documents, specifications, retain agency approval, assist with bidding and construction administration services for new wayfinding monument signs and signage along pedestrian walkways at both Santa Ana College and Santiago Canyon College. The existing wayfinding and pedestrian walkway signage is inadequate and limited at both campuses and is in need of improvement. The new signage is needed to improve wayfinding, navigation on campus for both vehicles and pedestrians, to address barrier removal associated with accessibility compliance and will provide clear direction to buildings and locations across campus for students, visitors and staff.

ANALYSIS:

A Request for Proposal (RFP) #1718-186 for architectural design services for barrier/removal/signage and wayfinding at Santa Ana College and Santiago Canyon College was solicited on January 8, 2018 to twenty (20) prequalified architects with a due date of January 25, 2018. The District received three (3) proposals including Architecture 9 PLLLP (Rancho Cucamonga), Little Diversified Architectural Consulting, Inc. (Newport Beach) and WLC Architects (Rancho Cucamonga). A screening panel convened on January 26, 2018 to review the proposals and interviewed Architecture 9 PLLLP and Little Diversified Architectural Consulting, Inc. on January 31, 2018. The selection and interview panel recommends Architecture 9 PLLLP by consensus based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, fee and interview performance. The selection was also based on consideration of the project schedule, familiarity with the scope of work and familiarity with the campus. It is recommended that the District enter into an agreement with Architecture 9 PLLLP for architectural design services for the barrier removal/signage and wayfinding project at Santa Ana College and Santiago Canyon College.

The services covered by this agreement shall commence February 27, 2018 and end December 31, 2018. The contract is a total not-to-exceed fee of \$25,600.00, which includes \$300 in reimbursables. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay and State Scheduled Maintenance Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Architecture 9 PLLLP for architectural design services for barrier removal/signage and wayfinding at Santa Ana College and Santiago Canyon College as presented.

Fiscal Impact:	\$25,600 (includes reimbursables)	Board Date: February 26, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 02/26/18

Project: Barrier Removal/Signage and Wayfinding

Site: **Santa Ana College &
Santiago Canyon College**

Consultants: **Architecture 9 PLLLP**

Type of Service: Architectural Design Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$25,300.00	\$300.00	2/27/2018		12/31/2018
Total Agreement Amount	\$25,600.00				

AGREEMENT NO: 0264.00/ DESCRIPTION:

This agreement #0264.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$25,600.00**

Contract End Date: **12/31/2018**

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Agreement with Architecture 9 PLLLP – Architectural Services for ADA Barrier Removal Parking Lot 9 at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural services related to the Americans with Disabilities Act (ADA) Barrier Removal Parking Lot 9 at Santa Ana College. Parking Lot 9 was used as a construction laydown area for the Central Plant project and subsequently some areas need to be resurfaced and refinished. The District requires professional architectural services for design and construction services for assistance with the project to repair and replace asphalt and base in the parking lot, including making ADA minor upgrades for the reinstallation of ADA parking and replacement of an asphalt sidewalk with concrete. These improvements will restore a portion of Parking Lot 9 and improve path of travel from the accessible parking spaces.

ANALYSIS:

A Request for Proposal (RFP) #1718-188 for architectural services for ADA Barrier Removal Parking Lot at Santa Ana College was solicited on December 5, 2017 to four (4) pre-qualified architects with a due date of December 21, 2017. The District received one (1) proposal from Architecture 9 PLLLP (Rancho Cucamonga). A selection panel reviewed the proposal on January 5, 2018. The selection panel recommends Architecture 9 PLLLP after a thorough review based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, reference checks, approach to the project, fee, schedule, knowledge, experience, and ability to meet the anticipated schedule.

The services covered by this agreement shall commence February 27, 2018 and end December 31, 2018. The contract is a total not-to-exceed fee of \$21,625.00, which includes \$2,000 in reimbursables. The District has reviewed the fee and finds it reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Architecture 9 PLLLP for architectural services for ADA barrier removal Parking Lot 9 at Santa Ana College as presented.

Fiscal Impact:	\$21,625 (includes reimbursables)	Board Date: February 26, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 02/26/18

Project: ADA Barrier Removal Parking Lot 9 Project

Site: **Santa Ana College**

Consultants: Architecture 9 PLLLP

Type of Service: Architectural Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$19,625.00	\$2,000.00	2/27/2018		12/31/2018
Total Agreement Amount	\$21,625.00				

AGREEMENT NO: 0266.00/ DESCRIPTION:

This agreement #0266.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$21,625.00**

Contract End Date: **12/31/2018**

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Agreement with SVA Architects, Inc. – Architectural/Engineering Services for the Building K Assessment Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural and engineering services for the assessment of Building K (Auto Diesel and Welding) at Santa Ana College. This building was built in 1958 and over the years, the college has utilized the building for its auto diesel and welding program. The District has been requested to assist the campus with an installation of a new ventilation system for the welding program, which would include venting for 28 welding stations. Prior to the installation of a new system, the District needs to undertake a building condition assessment which involves review of fire, life safety, mechanical, structural, electrical, plumbing and areas of access compliance. Significant modifications to any building or facility require a condition review to ensure that any changes can be undertaken properly. The site and building modification request requires the assistance of professional architects and engineers for further evaluation and assessment to better inform the District and college regarding the scope of work necessary prior to the installation of a venting system or before any upgrades to the building are undertaken.

ANALYSIS:

A Request for Proposal (RFP) #1718-190 for architectural/engineering services for the Building K assessment project at Santa Ana College was solicited on January 8, 2018 to eight (8) pre-qualified architects with a due date of January 22, 2018. The District received two (2) proposals from Lionakis (Newport Beach) and SVA Architects, Inc. (Santa Ana). A screening panel convened on January 23, 2018 to review the proposals and interviewed Lionakis and SVA Architects, Inc. on January 29, 2018. The selection and interview panel recommends SVA Architects, Inc. by consensus based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, fee and interview performance. The selection was also based on consideration of the project schedule, familiarity with the scope of work and familiarity with the campus.

The services covered by this agreement shall commence February 27, 2018 and end June 30, 2018. The contract is a total not-to-exceed fee of \$25,500.00, which includes \$500 in reimbursables. The District has reviewed the fee and finds it reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with SVA Architects, Inc. for architectural/engineering services for the Building K assessment project at Santa Ana College as presented.

Fiscal Impact:	\$25,500 (includes reimbursables)	Board Date: February 26, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 02/26/18

Project: Building K Assessment

Site: **Santa Ana College**

Consultants: **SVA Architects, Inc.**

Type of Service: Architectural/Engineering Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$25,000.00	\$500.00	2/27/2018		6/30/2018
Total Agreement Amount	\$25,500.00				

AGREEMENT NO: 0265.00/ DESCRIPTION:

This agreement #0265.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$25,000.00**

Contract End Date: **6/30/2018**

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Amendment to Agreement with HPI Architecture - Architectural Design Services for the new Johnson Student Center Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for additional architectural design services. On September 8, 2014 the Board of Trustees approved an agreement with HPI Architecture for architectural services related to the new Johnson Student Center Project at Santa Ana College – to see original agreement, please [click here](#).

The project is in the last phase of design and has been submitted to the Division of the State Architect (DSA). Additional design services are needed to address further plan review comments provided by the District and due to changes with scope of work limits between the various projects of Central Plant and the Johnson Student Center. Additional changes are needed to accommodate revisions to the lunch kiosk located in the “West Plaza”, minor changes to reconfigure the road south of Johnson Center to better accommodate pedestrian traffic by extending the sidewalk, and relocate an existing fire hydrant to a new location due to its current location being in the path of travel of pedestrians. The minor comments and changes to the scope of work and design will greatly improve the site conditions on campus and the architect has sufficient time to incorporate the changes into the plans prior to a final DSA approval.

ANALYSIS:

The amendment is to increase the contract by \$50,000.00, which includes \$20,000 in reimbursables. The revised total contract amount is \$3,145,043.80. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with HPI Architecture for architectural design services for the new Johnson Student Center Project at Santa Ana College as presented.

Fiscal Impact:	\$50,000 (includes reimbursables)	Board Date: February 26, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 2/26/18

Project: Johnson Student Center

Site: **Santa Ana College**

Consultants: **HPI Architecture**

Type of Service: Professional Design Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$2,105,735.00		9/9/2014	6/30/2019
Amendment #1	\$25,000.00		9/9/2014	6/30/2019
Amendment #2	\$471,755.80		9/9/2014	12/31/2020
Amendment #3	\$368,919.00		9/9/2014	6/30/2021
Amendment #4	\$79,809.00		9/9/2014	6/30/2021
Amendment #5	\$43,825.00		9/9/2014	6/30/2021
Amendment #6	\$30,000.00	\$20,000.00	9/9/2014	6/30/2021
Total Agreement Amount	\$3,145,043.80			

AGREEMENT NO 0076.00/DESCRIPTION:

Amendment #6 for additional architectural design services.

This agreement #0076.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$50,000.00**

Contract End Date: **6/30/2021**

SIXTH AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **27th** day of **FEBRUARY** in the year **2018**, between **HPI ARCHITECTURE** hereinafter referred to as **“CONSULTANT”** and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as **“DISTRICT”**.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #00076.00 entered into on September 8, 2014, and amended on January 12, 2015, January 11, 2016, April 12, 2017, May 30, 2017, and September 11, 2017 to provide architectural services for the new Johnson Student Center at Santa Ana College for the Rancho Santiago Community College District. Please amend the AGREEMENT to include the following:
 - A. By adding additional project scope per the attached Exhibit A; and
 - B. By increasing the AGREEMENT amount by FIFTY THOUSAND DOLLARS (\$50,000) from THREE MILLION NINETY-FIVE THOUSAND FORTY-THREE DOLLARS AND 80/100 (\$3,095,043.80); for a total AGREEMENT amount of THREE MILLION NINE HUNDRED FIFTY-FIVE THOUSAND FORTY-THREE DOLLARS AND 80/100 (\$3,145,043.80).
2. Except as amended herein, the terms and conditions of AGREEMENT #00076.00 effective September 8, 2014, shall remain in full force and effect.

HPI ARCHITECTURE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By _____
Print Name _____
Title _____
Date _____
Email _____

By _____
Peter J. Hardash
Vice Chancellor, Business Operations and Fiscal Services
Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facilities Planning, District Construction and Support Services

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

EXHIBIT "A"

A. Project Scope:

The following items of additional scope are included in this Amendment:

Additional Allowance:

1. To be used with prior written approval by the District for revisions to various project scopes such as, but not limited to: revisions to Santa Ana Unified School District's lunch kiosk located in the "West Plaza", additional funding for the south road reconfiguration, and relocation of existing fire hydrant(s).

B. Compensation / Fee Schedule:

1. Total not-to-exceed amendment fee is **FIFTY THOUSAND DOLLARS (\$50,000)**. Included in this not-to-exceed fee is the following:
 - a) Additional Allowance: **THIRTY THOUSAND DOLLARS (\$30,000)**. The District shall agree upon all allowance expenses in writing, prior to any expenses occurring.
 - b) Additional Reimbursable Expenses: Increase the reimbursable fee allowance by **TWENTY THOUSAND DOLLARS (\$20,000)**, for approved reimbursable expenses as defined in Article 8 of the "Agreement".

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

To:	Board of Trustees	Date:	February 26, 2018
Re:	Approval of Agreement with Flewelling & Moody - Architectural Design Services for Barrier Removal Exterior Phases 3A & 3B at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND:

This is a new agreement for architectural design services for the Barrier Removal Exterior Phases 3A & 3B project at Santiago Canyon College. This project is part of the Blaser settlement and is dual funded by Scheduled Maintenance and Capital Outlay funds. A qualified architect is needed to assist the District in preparing plans that will be submitted to the Division of the State Architect (DSA). The project scope of work is to remove barriers along the accessible path of travel. Existing non-compliant sloped concrete sidewalks and curb ramps will be removed and replaced to provide compliant slopes. Existing non-compliant sloped asphalt pedestrian crosswalks in limited locations will be removed and replaced with compliant concrete crosswalks. The new concrete crosswalks will facilitate contrast from the asphalt paved Campus Loop Road, increase pedestrian safety, and provide a more durable surface.

ANALYSIS:

A Request for Proposal (RFP) #1718-189 for architectural design services for the Barrier Removal Exterior Phases 3A & 3B project at Santiago Canyon College was solicited on December 12, 2017 to nineteen (19) prequalified architects with a due date of January 11, 2018. The District received seven (7) proposals including Architecture 9 PLLLP (Rancho Cucamonga), Dougherty Architects (Costa Mesa), Little Diversified Architectural Consulting, Inc. (Newport Beach), Flewelling & Moody (Lancaster), Lentz Morrissey Architecture, Inc. (Santa Ana), PBK Architects, Inc. (Costa Mesa), and WLC Architects (Rancho Cucamonga). A screening panel convened on January 12, 2018 to review the proposals and interviewed Flewelling & Moody and Lentz Morrissey Architecture, Inc. on January 17, 2018. The selection and interview panel recommends Flewelling & Moody by consensus based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, fee and interview performance. The selection was also based on consideration of the project schedule, familiarity with the scope of work and familiarity with the campus. It is recommended that the District enter into an agreement with Flewelling & Moody for architectural design services for the Barrier Removal Exterior Phases 3A & 3B project at Santiago Canyon College.

The services covered by this agreement shall commence February 27, 2018 and end December 31, 2019. The contract is a total not-to-exceed fee of \$75,000. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay and State Scheduled Maintenance Funds. 5.9(1)

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Flewelling & Moody for architectural design services for Barrier Removal Exterior Phases 3A & 3B at Santiago Canyon College as presented.

Fiscal Impact:	\$75,000	Board Date: February 26, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 02/26/18

Project: Barrier Removal Exterior Phases 3A & 3B

Site: **Santiago Canyon College**

Consultants: **Flewelling & Moody**

Type of Service: Architectural Design Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$75,000.00		2/27/2018		12/31/2019
Total Agreement Amount	\$75,000.00				

AGREEMENT NO: 0262.00/ DESCRIPTION:

This agreement #0262.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$75,000.00**

Contract End Date: **12/31/2019**

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Amendment to Agreement with Leland Saylor Associates - Cost Estimating Consulting Services for the Orange Education Center DSA Certification Project for Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On May 11, 2015 the Board of Trustees approved an agreement with Leland Saylor Associates for cost estimating consulting services for the Orange Education Center (OEC) Division of State Architect (DSA) Certification project of the Santiago Canyon College located on North Batavia Street in the City of Orange. The original agreement expired June 30, 2017 and needs to be amended for time. The project design has been delayed due to on-going environmental site investigations. To see original agreement, please [click here](#).

ANALYSIS:

The amendment to this agreement is to extend the contract duration. The services covered by this agreement commenced on May 12, 2015 and the new end date is June 30, 2019. There are no additional costs for this amendment.

This project is funded by Measure E, Redevelopment and Budget Stabilization Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with Leland Saylor Associates for cost estimating consulting services for the Orange Education Center DSA Certification Project for Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: February 26, 2018
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 2/26/18

Project: Orange Education Center

Site: **Santiago Canyon College**

Consultants: **Leland Saylor Associates**

Type of Service: Cost Estimate Services

Agreement Summary	Amount	Reimbursables	Start	Duration	
					End
Original Contract Amount	\$58,590.00	\$1,000.00	5/12/2015		6/30/2016
Amendment #1		N/A	5/12/2015		6/30/2017
Amendment #2		N/A	5/12/2015		6/30/2019
Total Agreement Amount	\$59,590.00				

AGREEMENT NO: 0116.00/ DESCRIPTION:

Amendment #2 to extend for time only.

This agreement #0116.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

N/A

Total Proposed Amount:

Contract End Date:

6/30/2019

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **27th** day of **February** in the year **2018**, between **LELAND SAYLOR & ASSOCIATES, INC.** hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0116.00 entered into on May 11, 2015, and amended on June 13, 2016 to provide Cost Estimating Services for the Orange Education Center Building Certification Project. Please amend the AGREEMENT to include the following:
 - A. Extend contract time from June 30, 2017 to June 30, 2019.
2. Except as amended herein, the terms and conditions of AGREEMENT 0116.00 effective May 12, 2015, shall remain in full force and effect.

LELAND SAYLOR & ASSOCIATES, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____
Print Name _____
Title _____
Date _____
Email _____

By _____
Peter J. Hardash
Vice Chancellor, Business Operations and Fiscal Services
Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction & Support Servs.

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

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

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Contract with Silver Creek Industries, Inc.	
Action:	Request for Approval	

BACKGROUND

The Campus Safety/Security department at Santiago Canyon College temporarily resides in the U portables on the northeast side of the campus. This location is not conducive to our students and staff. In order to safely serve and protect the college and to provide a secure educational environment, the department requires an operations center that is more centrally located on the campus with higher visibility. Campus Safety/Security also needs additional space to accommodate staff, dispatch operations, an emergency operations, burden-cart chargers, locker rooms, restrooms and secure storage space for weapons and other equipment. The purchase of a new portable building would allow the District to meet both departmental and campus needs.

ANALYSIS

After reviewing product-line availability, technical specifications, performance requirements, portables options and general conditions, the staff selected Silver Creek Industries, Inc. (Silver Creek) for the purchase and installation of the required portable offices, accessories and related installation supplies.

In October 2017, the Centralia School District awarded Contract #N15-2017/2018 to Silver Creek for the purchase and installation of DSA approved, new portable structures including accessories and related installation supplies. This is a cooperative contract, competitively bid and meets the legal requirements to utilize the piggyback method, set forth in Public Contract Code Section #20652. Silver Creek's contract pricing structure is based on portables size, restroom options, structural requirements and additive alternates. The Facility Planning, District Construction and Support Services Department estimated the initial purchase for this project to be \$780,000. This contract expires on October 16, 2019.

This project is to be funded by Capital Outlay funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Centralia School District contract #N15-2017/2018, issued to Silver Creek Industries, Inc., for the purchase and installation of DSA approved portable buildings, accessories and related installation supplies as presented.

Fiscal Impact:	\$780,000 for initial purchase	Board Date: February 26, 2018
Prepared by:	Linda Melendez, Interim Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

12/17/2017 thru 01/20/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-B0001350	1/8/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	CECI MATTHEW VINCENT	630.00
18-B0001351	1/9/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	SMART & FINAL	350.00
18-B0001352	1/9/2018	79	Auxiliary Services Office	Drinking Water Service	PARADISE SPRINGS DRINKING WATER	336.00
18-B0001353	1/17/2018	76	Community Education	Non-Instructional Supplies	OFFICE DEPOT	500.00
18-B0001354	1/18/2018	71	Student Activities	Other Operating Exp & Services	CAROLINA BIOLOGICAL SUPPLY CO	778.07
18-B0001355	1/19/2018	79	Continuing Education Division	Non-Instructional Supplies	DON BOOKSTORE	3,200.18
18-P0049715	12/18/2017	12	Continuing Education Division	Conference Expenses	CACRAO CALIF ASSOC OF COMMUNITY	295.00
18-P0049716	12/18/2017	12	Transfer Center	Food and Food Service Supplies	MARTHA C. VARGAS	800.00
18-P0049717	12/18/2017	12	Transfer Center	Other Participant Travel Exp	RLJ LODGING TRUST MASTER TRS INC	12,164.62
18-P0049718	12/18/2017	12	Veterans Resource Center	Conference Expenses	WESTOP	560.00
18-P0049719	12/18/2017	12	Veterans Resource Center	Conference Expenses	HILTON HAWAIIAN VILLAGE LESSEE LLC	1,236.97
18-P0049720	12/18/2017	11	Information Tech Svcs Office	Conference Expenses	ELLUCIAN COMPANY L.P.	4,275.00
18-P0049721	12/18/2017	43	Facility Planning Office	Buildings - DSA Fees	DEPT OF GENERAL SERVICES	11,180.00
18-P0049722	12/18/2017	41	Facility Planning Office	Site Improv - DSA Fees	DEPT OF GENERAL SERVICES	10,836.01
18-P0049723	12/18/2017	12	Veterans Resource Center	Conference Expenses	BRENDA ESTRADA	125.00
18-P0049724	12/18/2017	13	Maintenance	Contracted Services	PREVENT LIFE SAFETY SVCS INC	14,835.00
18-P0049725	12/18/2017	11	Safety & Parking - DO	Ammunition/Firearm Supplies	DOOLEY ENTERPRISES	6,640.11
18-P0049726	12/18/2017	12	Orange Educ Ctr-Instruction	Instructional Supplies	DON BOOKSTORE	60.61
18-P0049727	12/18/2017	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	233.74
18-P0049728	12/18/2017	12	Nursing	Instructional Supplies	WOLTERS KLUWER CLINICAL DRUG INFORMATION INC	978.23
18-P0049729	12/18/2017	12	Student Equity	Advertising	ABEL TORRES	600.00
18-P0049730	12/18/2017	12	Student Equity	Advertising	NGUOI VIET DAILY NEWS	1,411.20
18-P0049731	12/18/2017	12	Student Equity	Advertising	VIET BAO DAILY NEWS INC	1,050.00
18-P0049732	12/18/2017	12	Sci. Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	3,029.17
18-P0049733	12/18/2017	12	Sci. Math, Health Sci Office	Instructional Supplies	HARDY DIAGNOSTICS	253.84
* 18-P0049734	12/18/2017	11	Continuing Education Division	Packaging/Mail Prep/Processing	ADVANCED WEB OFFSET INC	11,976.69
* 18-P0049734	12/18/2017	12	Continuing Education Division	Packaging/Mail Prep/Processing	ADVANCED WEB OFFSET INC	8,337.30
PO Amt Total for *18-P0049734 :						20,313.99
18-P0049735	12/18/2017	12	Modern Languages	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
18-P0049736	12/18/2017	12	Counseling	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
18-P0049737	12/18/2017	12	Student Equity	Books Paid for Students	DON BOOKSTORE	2,500.00
18-P0049738	12/18/2017	12	Spanish	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
18-P0049739	12/18/2017	11	Educational Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	600.00
18-P0049740	12/18/2017	12	Geology	Transportation - Student	SILVERADO STAGES, INC.	787.50
18-P0049741	12/18/2017	12	Veterans Resource Center	Conference Expenses	WELLS FARGO BANK	531.40

Legend: * = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0049742	12/18/2017	12	Biology	Non-Instructional Supplies	KAESER & BLAIR INC	1,319.48
18-P0049744	12/19/2017	11	Networking	Software License and Fees	GOLDEN STAR TECHNOLOGY, INC.	13,746.87
18-P0049745	12/19/2017	12	Safety & Parking - DO	Lease Agreement - Facility	ORANGE COUNTY SHERIFF'S	1,034.94
18-P0049746	12/19/2017	12	Small Business Dev Ctr Office	Contracted Services	MUSC, LLC DBA AGENCY 51	14,700.00
18-P0049747	12/19/2017	12	Pharmacy Technology	Contracted Services	TRANSCAT, INC.	1,400.00
18-P0049748	12/19/2017	41	Facility Planning Office	Bldg Impr - Environmental	ALTA ENVIRONMENTAL	3,206.80
18-P0049749	12/19/2017	11	Maintenance & Operations	Non-Instructional Supplies	KULI IMAGE INC YKUSTOM IMPRINTS	201.33
18-P0049750	12/19/2017	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	8,020.25
18-P0049751	12/19/2017	33	EHS Administration	Non-Instructional Supplies	LOWE'S HOME IMPROVEMENT	115.58
18-P0049752	12/19/2017	12	Assessment	Contracted Services	CAPP ASSOCIATES INC	3,650.00
18-P0049753	12/19/2017	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	PEARSON ED.	675.49
18-P0049754	12/19/2017	11	Maintenance	Non-Instructional Supplies	REGENCY LIGHTING	5,000.00
18-P0049755	12/19/2017	12	Continuing Education Division	Non-Instructional Supplies	DENNIS JAMES CLEEK	6,000.00
18-P0049756	12/19/2017	12	Biology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	400.00
18-P0049757	12/19/2017	12	EOPS	Instructional Supplies	DON BOOKSTORE	1,000.00
* 18-P0049758	12/19/2017	12	CJ/Academies	Instructional Supplies	DUMMIES UNLIMITED INC	1,509.17
* 18-P0049758	12/19/2017	13	CJ/Academies	Equip-All Other >\$1,000-\$5,000	DUMMIES UNLIMITED INC	4,509.34
						PO Amt Total for *18-P0049758 :
						6,018.51
						500.00
18-P0049759	12/19/2017	11	Board of Trustees	Conference Expenses	ZEKE F. HERNANDEZ	500.00
18-P0049760	12/19/2017	13	Communications & Media Studies	Equip-Mod Furn>\$1,000 < \$5,000	CN SCHOOL AND OFFICE SOLUTIONS INC	36,889.98
18-P0049761	12/19/2017	12	Puente	Food and Food Service Supplies	REINA E. SANABRIA	315.54
18-P0049762	12/19/2017	11	Music	Contracted Repair Services	WILLIAMS ROBERT	270.00
18-P0049763	12/19/2017	41	Facility Planning Office	Buildings - Lic/Tax/Agcy Fees	ORANGE COUNTY FIRE AUTHORITY	515.00
18-P0049764	12/19/2017	13	Maintenance	Contracted Services	WEST COAST FIRE & INTEGRATION INC	8,000.00
18-P0049765	12/19/2017	12	Safety & Parking - DO	Contracted Repair Services	SOUTHERN AUTO BODY	4,729.79
18-P0049766	12/19/2017	33	CDC Centennial Education Ctr	Instructional Supplies	LAKESHORE LEARNING MATERIALS	3,000.00
18-P0049767	12/19/2017	12	Welding	Equip-All Other >\$1,000-\$5,000	APPLE COMPUTER INC	2,454.54
18-P0049768	12/19/2017	12	EOPS	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	800.00
18-P0049769	12/19/2017	13	Student Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	192.84
18-P0049770	12/19/2017	12	Art Gallery	Instructional Supplies	HOME DEPOT	288.85
18-P0049771	12/19/2017	12	SAC Continuing Ed-Instruction	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	270.33
18-P0049772	12/20/2017	11	Board of Trustees	Conference Expenses	JOHN R. HANNA	500.00
18-P0049773	12/20/2017	11	Board of Trustees	Conference Expenses	CCLC COMMUNITY COLLEGE LEAGUE	535.00
18-P0049774	12/20/2017	41	Facility Planning Office	Bldg Impr - AE Fee	HAMMEL GREEN & ABRAHAMSON INC	940.00
18-P0049775	12/20/2017	11	Board of Trustees	Conference Expenses	CCLC COMMUNITY COLLEGE LEAGUE	535.00

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0049776	12/20/2017	12	Safety & Parking - DO	Non-Instructional Supplies	ALLURA PRINTING INC	835.08
18-P0049777	12/20/2017	11	Mailroom	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	79.93
18-P0049778	12/20/2017	12	CJ/Academies	Instructional Supplies	PEYTON VENTURES LLLC	538.64
18-P0049779	12/20/2017	13	Student Services Office	Equip-All Other >\$200 < \$1,000	VARIDESK LLC	851.23
18-P0049780	12/20/2017	11	Learning Support Center	Maint Contract - Office Equip	XEROX CORP	299.00
18-P0049781	12/20/2017	12	Resource Development	Equip-All Other >\$1,000-<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	6,591.49
18-P0049782	12/20/2017	12	Financial Aid Office	Non-Instructional Supplies	EAGLE GRAPHICS INC	5,958.36
18-P0049783	12/20/2017	11	CJ/Academies	Maint/Oper Service Agreements	ORANGE COAST PLUMBING INC	2,590.00
18-P0049784	12/20/2017	11	Maintenance	Contracted Repair Services	COAST ELECTRIC	734.43
18-P0049785	12/20/2017	11	Maintenance	Contracted Repair Services	ALLEYCAT DEVELOPMENT INC	5,000.00
18-P0049786	12/20/2017	12	EOPS	Other Exp Paid for Students	SCHOOL DATEBOOKS	1,100.14
18-P0049787	12/20/2017	11	International Student Program	Non-Instructional Supplies	MAP SHOP LLC	138.25
18-P0049788	12/20/2017	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	10,039.47
18-P0049789	12/20/2017	12	Student Equity	Books Paid for Students	DON BOOKSTORE	5,000.00
18-P0049790	12/20/2017	12	Financial Aid Office	Food and Food Service Supplies	STATER BROS	250.00
18-P0049791	12/20/2017	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	434.00
18-P0049792	12/20/2017	13	SAC Continuing Ed-Instruction	Contracted Services	QUALITY OFFICE FURNISHINGS INC	2,280.37
18-P0049793	12/20/2017	12	EOPS	Fees Paid for Students	PHI THETA KAPPA	380.00
18-P0049794	12/20/2017	12	Student Equity	Books Paid for Students	DON BOOKSTORE	5,000.00
18-P0049795	12/20/2017	12	EOPS	Non-Instructional Supplies	EAGLE GRAPHICS INC	1,592.16
18-P0049796	12/20/2017	13	Biology	Equip-All Other >\$200 < \$1,000	QUALITY OFFICE FURNISHINGS INC	40,915.51
18-P0049797	12/21/2017	12	MESA	Conference Expenses	COMMUNITY COLLEGE ASSOC OF MESA DIRECTORS	1,690.00
18-P0049798	12/21/2017	12	Resource Development	Conference Expenses	COLUMBIA BOOKS INC	795.00
18-P0049799	12/21/2017	11	Public Affairs/Gov Rel Office	Conference Expenses	NCMPR NAT'L COUNCIL FOR MARKETING	1,250.00
18-P0049800	12/21/2017	33	CDC Administration	Conference Expenses	CCDAA CALIF CHILD DEV ADMIN ASSOC	40.00
18-P0049801	12/21/2017	12	Resource Development	Conference Expenses	FRANCISCO VILASENOR	500.00
18-P0049802	12/21/2017	12	Resource Development	Conference Expenses	MARIA N. GIL	500.00
18-P0049803	12/21/2017	12	Resource Development	Conference Expenses	THOMPSON INFORMATION SERVICES	795.00
18-P0049804	12/21/2017	11	District Wide Technology	Contracted Services	SIDEPATH INC	13,650.00
18-P0049805	12/21/2017	13	Occupational Therapy	Instructional Supplies	MICHELLE R. PAROLISE	222.65
18-P0049806	12/21/2017	12	Kinesiology - Intercoll Athlet	Instructional Supplies	MIZUNO USA INC	262.06
18-P0049807	12/21/2017	12	Kinesiology - Intercoll Athlet	Instructional Supplies	ON TRACK	899.30
18-P0049808	12/21/2017	12	SAC Continuing Ed-Instruction	Software License and Fees	FAIRFIELD LANGUAGE TECHNOLOGIES	5,750.00
18-P0049809	12/21/2017	12	Kinesiology - Intercoll Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	454.92

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
* 18-P0049810	12/21/2017	11	Resource Development	Equip-All Other >\$200 <\$1,000	VARIDESK LLC	533.36
* 18-P0049810	12/21/2017	12	Resource Development	Equip-All Other >\$200 <\$1,000	VARIDESK LLC	1,600.09
						2,133.45
						PO Amt Total for *18-P0049810 :
18-P0049811	12/21/2017	33	EHS Santa Ana College	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	255.80
18-P0049812	12/21/2017	11	District Wide Technology	Non-Instructional Supplies	B & H PHOTO VIDEO INC	258.55
18-P0049813	12/21/2017	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	322.93
18-P0049814	12/21/2017	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	CAMBRIDGE UNIV PRESS	1,396.88
18-P0049815	12/21/2017	12	Biology	Equip-All Other >\$200 <\$1,000	VERNIER SOFTWARE & TECHNOLOGY LLC	7,998.54
18-P0049816	12/21/2017	11	District Wide Technology	Contracted Services	ATTUNIX CORPORATION	8,780.00
18-P0049817	12/21/2017	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	CENGAGE LEARNING/ EDUC. TO GO	2,225.49
18-P0049818	12/21/2017	12	Orange Educ Ctr-Instruction	Instructional Supplies	COLAMCO INC	1,551.60
18-P0049819	12/21/2017	12	Manufacturing Technology	Software License and Fees	GOENGINEER	5,144.00
18-P0049820	12/21/2017	13	Student Services Office	Equip-All Other >\$200 <\$1,000	SEHI COMPUTER PRODUCTS	742.68
18-P0049821	12/21/2017	11	Digital Media Center	Contracted Repair Services	ACERO	478.50
18-P0049822	12/21/2017	41	Facility Planning Office	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	100.06
18-P0049823	12/21/2017	41	Facility Planning Office	Equip-All Other >\$200 <\$1,000	GOLDEN STAR TECHNOLOGY, INC.	899.74
18-P0049824	12/21/2017	12	Nursing	Software License and Fees	SIMMEDICATE INC.	11,000.00
18-P0049825	12/21/2017	41	Facility Planning Office	Buildings - Geotech/Geohaz	KOURY ENGINEERING & TESTING INC	15,500.00
18-P0049826	12/21/2017	12	Health Sciences Education	Instructional Supplies	WELLS FARGO BANK	49.54
18-P0049827	12/21/2017	12	Anthropology	Software License and Fees	JOURNEY ED MARKETING	796.80
18-P0049828	12/21/2017	13	Chemistry	Equip-Tablet/Laptop>\$200<\$1000	GOLDEN STAR TECHNOLOGY, INC.	10,672.49
18-P0049829	12/21/2017	12	Engineering	Software License and Fees	RAPID GLOBAL BUSINESS SOLUTIONS INC	3,038.57
18-P0049830	12/22/2017	12	Career Ed & Work Dev Office	Conference Expenses	OLSON AMANDA KAY MARIE	325.00
18-P0049831	12/22/2017	41	Facility Planning Office	Site Improv - Contractor Svcs	J.L. COBB PAINTING & CONSTRUCTION	3,600.00
18-P0049832	12/22/2017	12	Career Ed & Work Dev Office	Conference Expenses	OLSON AMANDA KAY MARIE	325.00
18-P0049833	12/22/2017	11	Maintenance & Operations	Contracted Services	BERNEL INC.	2,680.00
18-P0049834	12/22/2017	11	Maintenance	Contracted Repair Services	VORTEX INDUSTRIES	900.00
18-P0049835	12/22/2017	41	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	QUALITY OFFICE FURNISHINGS INC	17,931.59
18-P0049836	12/22/2017	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	2,000.00
18-P0049837	12/22/2017	12	Corporate Training Institute	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	42,368.15
18-P0049838	12/22/2017	12	Veterans Resource Center	Software License and Fees	HEIBERG CONSULTING INC	499.00
18-P0049839	12/30/2017	13	Student Services Office	Equip-All Other >\$200 <\$1,000	AMAZON COM	785.50
18-P0049840	12/30/2017	13	Student Services Office	Equip-All Other >\$200 <\$1,000	SEHI COMPUTER PRODUCTS	1,485.36
18-P0049843	12/30/2017	11	District Wide Technology	Equip-All Other > \$5,000	CDW GOVERNMENT INC.	9,322.36
18-P0049844	12/30/2017	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	1,248.55

Legend: * = Multiple Funds for this P.O.

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12/17/2017 thru 01/20/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0049845	1/2/2018 1	12	Career Ed & Work Dev Office	Conference Expenses	MANAS HOSPITALITY	494.00
18-P0049846	1/3/2018 1	11	President's Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
18-P0049847	1/3/2018 1	12	Continuing Education Division	Food and Food Service Supplies	PROPORTION MEAL LLC	346.00
18-P0049848	1/3/2018 1	11	Transportation	Contracted Repair Services	TENNANT SALES & SVC CO	4,000.00
18-P0049849	1/3/2018 1	12	Orange Educ Ctr-Instruction	Instructional Supplies	1-WORLD GLOBES & MAPS	338.33
18-P0049850	1/3/2018 1	12	Geography	Instructional Supplies	FORESTRY SUPPLIERS INC	317.41
18-P0049851	1/3/2018 1	33	EHS Administration	Contracted Services	POMBO JAIME A	800.00
18-P0049852	1/3/2018 1	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	477.84
18-P0049853	1/3/2018 1	12	Financial Aid Office	Non-Instructional Supplies	SCHICK RECORDS MGMT	226.28
18-P0049854	1/3/2018 1	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	290.52
18-P0049855	1/3/2018 1	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	347.43
18-P0049856	1/3/2018 1	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	2,606.06
18-P0049857	1/3/2018 1	11	Administrative Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
18-P0049858	1/3/2018 1	12	Geography	Instructional Supplies	VWR FUNDING INC	111.48
18-P0049859	1/3/2018 1	12	Orientation/Coord/Training	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
18-P0049860	1/3/2018 1	11	Humanities & Social Sci Office	Non-Instructional Supplies	DON BOOKSTORE	35.00
18-P0049861	1/3/2018 1	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	CAMBRIDGE UNIV PRESS	934.99
18-P0049862	1/3/2018 1	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	720.36
18-P0049863	1/3/2018 1	13	Student Services Office	Non-Instructional Supplies	VARIDESK LLC	161.63
18-P0049864	1/3/2018 1	12	Kinesiology - Physical Educ	Instructional Supplies	IMAGE PRINTING SOLUTIONS	131.99
18-P0049865	1/3/2018 1	12	Geography	Instructional Supplies	AMAZON COM	532.19
18-P0049866	1/3/2018 1	11	Public Affairs/Gov Rel Office	Inst Dues & Memberships	COMMUNITY COLLEGE PUBLIC RELATIONS	200.00
18-P0049867	1/3/2018 1	12	Special Services Office	Food and Food Service Supplies	DON BOOKSTORE	400.00
18-P0049868	1/3/2018 1	11	Honors Program	Inst Dues & Memberships	HONORS TRANSFER COUNCIL OF CALIF	120.00
18-P0049869	1/3/2018 1	12	Pharmacy Technology	Equip-Mod Furn > \$5,000	CN SCHOOL AND OFFICE SOLUTIONS INC	18,623.26
18-P0049870	1/4/2018 1	43	Facility Planning Office	Buildings - OCIP	ARTHUR J. GALLAGHER & CO.	62,332.80
18-P0049871	1/4/2018 1	11	Maintenance & Operations	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	808.00
18-P0049872	1/4/2018 1	13	Maintenance	Contracted Services	BLUERAY MANAGEMENT	875.00
18-P0049873	1/4/2018 1	13	Maintenance	Contracted Services	AMERICAN RELOCATION & LOGISTICS INC	11,192.72
18-P0049874	1/4/2018 1	12	EOPS	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,578.82
18-P0049875	1/4/2018 1	12	Pharmacy Technology	Contracted Services	ONE ZERO DIGITAL MEDIA LLC	2,850.00
18-P0049876	1/5/2018 1	12	Health Sciences Education	Instructional Supplies	CF MEDICAL, INC.	790.45
18-P0049877	1/5/2018 1	12	Nursing	Equip-Fed Prgm > \$5,000	EXCELLUS TECHNOLOGIES INC.	20,597.50
18-P0049878	1/5/2018 1	12	Special Services Office	Non-Instructional Supplies	AMAZON COM	10.74
18-P0049879	1/5/2018 1	13	Student Services Office	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	1,736.71
18-P0049880	1/5/2018 1	13	Student Services Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,412.26
18-P0049881	1/5/2018 1	13	Student Services Office	Non-Instructional Supplies	DELL COMPUTER	329.39

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12/17/2017 thru 01/20/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0049882	1/8/2018 1	11	International Student Program	Courier/Delivery Services	FEDEX	183.57
18-P0049883	1/8/2018 1	12	Engineering	Software License and Fees	PATON GROUP	100.00
18-P0049884	1/8/2018 1	43	Facility Planning Office	Buildings - OCIP	ARTHUR J. GALLAGHER & CO.	18,759.00
18-P0049885	1/8/2018 1	12	Small Business Dev Ctr Office	Food and Food Service Supplies	SMART & FINAL	500.00
18-P0049887	1/8/2018 1	12	Student Equity	Contracted Services	YENPASOOK MARISSA	5,254.00
18-P0049888	1/8/2018 1	11	International Student Program	Courier/Delivery Services	OCS AMERICA, INC.	340.49
* 18-P0049889	1/8/2018 1	12	Upward Bound	Other Exp Paid for Students	NEDERLANDER GROUP SALES L.A.	565.00
* 18-P0049889	1/8/2018 1	13	Santiago Canyon College	Other Operating Exp & Services	NEDERLANDER GROUP SALES L.A.	2,500.00
PO Amt Total for *18-P0049889 :						3,065.00
18-P0049890	1/8/2018 1	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	46.00
18-P0049891	1/8/2018 1	12	Orange Educ Ctr-Instruction	Instructional Supplies	HOME DEPOT	350.42
18-P0049892	1/8/2018 1	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	CDW GOVERNMENT INC.	383.78
18-P0049893	1/8/2018 1	11	District Wide Technology	Contracted Services	SIDEPATH INC	9,750.00
18-P0049894	1/8/2018 1	13	Transportation	Equip-Vehicles >\$5,000	YALE CHASE	5,386.42
18-P0049895	1/8/2018 1	11	Maintenance	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	855.00
18-P0049896	1/8/2018 1	11	Maintenance	Contracted Repair Services	PYRO-COMM SYSTEMS INC	3,548.84
18-P0049897	1/8/2018 1	11	Maintenance	Non-Instructional Supplies	BLUERAY MANAGEMENT	162.00
18-P0049898	1/8/2018 1	11	District Wide Technology	Equip-All Other >\$200 < \$1,000	CABLE EXPRESS CORP	4,548.25
18-P0049899	1/8/2018 1	11	Business Division Office	Inst Dues & Memberships	NASBITE	400.00
18-P0049900	1/8/2018 1	11	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,117.08
18-P0049901	1/8/2018 1	12	LA/OC Regional Consortia	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	4,070.50
18-P0049902	1/9/2018 1	12	Geography	Instructional Supplies	VWR FUNDING INC	58.79
18-P0049903	1/9/2018 1	12	Communications	Instructional Supplies	AMAZON COM	9.16
18-P0049904	1/9/2018 1	12	Geography	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	65.46
18-P0049905	1/9/2018 1	12	Geography	Instructional Supplies	THE MAP SHOP OF CHARLOTTE INC	401.31
18-P0049906	1/9/2018 1	12	Fire Academy	Instructional Supplies	SAM CARBIS SOLUTIONS GROUP INC	76.50
18-P0049907	1/9/2018 1	11	Digital Media Center	Contracted Services	COAST ELECTRIC	977.81
18-P0049908	1/9/2018 1	13	Public Affairs/Gov Rel Office	Other Licenses & Fees	AAA FLAG AND BANNER	2,851.58
18-P0049909	1/9/2018 1	13	Maintenance	Contracted Services	PAINTING & DECOR INC	8,970.00
18-P0049910	1/9/2018 1	13	Continuing Education Division	Contracted Services	IMMEL DESIGN INC	632.49
18-P0049911	1/9/2018 1	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	6,000.00
18-P0049912	1/9/2018 1	12	Biology	Instructional Supplies	MICROTECH SCIENTIFIC	1,000.00
18-P0049913	1/9/2018 1	12	Foster Youth	Food and Food Service Supplies	TLAQUEPAQUE BAKERY & GRILL	756.00
18-P0049914	1/9/2018 1	13	Santiago Canyon College	Transportation - Student	SILVERADO STAGES, INC.	997.50
18-P0049915	1/9/2018 1	12	Geology	Transportation - Student	AIRPORT VAN RENTAL INC	384.32

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0049916	1/9/2018	12	Chemistry	Instructional Supplies	DWK LIFE SCIENCES LLC	55.47
18-P0049917	1/9/2018	12	Human Development	Instructional Supplies	LAKESHORE LEARNING MATERIALS	350.00
18-P0049918	1/9/2018	12	Human Development	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	200.00
18-P0049919	1/9/2018	12	Human Development	Instructional Supplies	CM SCHOOL SUPPLY CO	200.00
18-P0049920	1/9/2018	12	Student Development	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	354.38
18-P0049921	1/9/2018	12	Student Equity	Contracted Services	GALE RICHARD	4,000.00
18-P0049922	1/9/2018	12	Health Sciences Education	Instructional Supplies	POCKET NURSE	1,974.36
18-P0049923	1/10/2018	12	LA/OC Regional Consortia	Conference Expenses	CCLC COMMUNITY COLLEGE LEAGUE	535.00
18-P0049924	1/10/2018	11	Information Tech Svcs Office	Conference Expenses	ELLUGIAN COMPANY L.P.	5,480.72
18-P0049925	1/10/2018	12	DSPS Office	Advertising	GOTCHA MEDIA HOLDINGS LLC	600.00
18-P0049926	1/10/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	GRAINGER	393.70
18-P0049927	1/10/2018	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	209.50
18-P0049928	1/10/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	367.20
18-P0049929	1/10/2018	12	Family & Consumer Studies	Instructional Supplies	TIFFANY L. HEREMANS	33.27
18-P0049930	1/10/2018	11	Purchasing	Reproduction/Printing Expenses	IMAGE PRINTING SOLUTIONS	1,494.49
18-P0049931	1/10/2018	11	Graphic Communications	Software License and Fees	WELLS FARGO BANK	959.88
18-P0049932	1/10/2018	12	Kinesiology - Physical Educ	Instructional Supplies	NAT'L SPORTS APPAREL LLC	1,782.47
18-P0049933	1/10/2018	11	Fiscal Services Office	Reproduction/Printing Expenses	SYSTEMS PRINTING INC	797.35
18-P0049934	1/10/2018	11	Risk Management	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	112.00
18-P0049935	1/10/2018	13	Maintenance	Contracted Repair Services	KAISER ROBERT	14,000.00
18-P0049936	1/10/2018	12	Student Equity	Contracted Services	YENPASOOK MARISSA	49.95
18-P0049937	1/10/2018	12	Kinesiology - Physical Educ	Instructional Supplies	PRO PERFORMANCE SPORTS	183.05
18-P0049938	1/10/2018	12	Kinesiology - Physical Educ	Instructional Supplies	LAURIE SALLINGER	2,009.23
18-P0049939	1/10/2018	12	Welding	Equip-All Other >\$1,000-<\$5,000	VALLEJOS SERVICES	14,443.36
18-P0049940	1/10/2018	12	Small Business Dev Ctr Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
18-P0049941	1/10/2018	12	Small Business Dev Ctr Office	Food and Food Service Supplies	SMART & FINAL	300.00
18-P0049942	1/10/2018	12	Kinesiology - Physical Educ	Instructional Supplies	CALIFORNIA ULTIMATE DESIGNS	3,709.25
18-P0049943	1/10/2018	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	7,029.51
18-P0049944	1/10/2018	12	Student Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	200.00
18-P0049945	1/10/2018	12	Kinesiology - Physical Educ	Instructional Supplies	MIZUNO USA INC	81.67
18-P0049946	1/10/2018	11	Safety & Security Office	Contracted Services	ARROW PARKING LOT SERVICE, INC	14,975.00
18-P0049947	1/10/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	NAT'L SPORTS APPAREL LLC	1,085.56
18-P0049948	1/10/2018	11	Chancellor's Office	Conference Expenses	WELLS FARGO BANK	896.96
18-P0049949	1/10/2018	12	Media Systems	Instructional Supplies	PURELAND SUPPLY LLC	7,309.77
18-P0049950	1/10/2018	12	Photography	Instructional Supplies	SAMY'S CAMERA	599.84
18-P0049951	1/11/2018	11	Maintenance	Repair & Replacement Parts	WALTERS WHOLESALE ELECTRIC CO	700.38
18-P0049952	1/11/2018	12	Student Equity	Food and Food Service Supplies	JAY'S CATERING	1,825.84

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0049953	1/11/2018	11	Educational Services Office	Non-Instructional Supplies	BADGE EXPRESS	54.48
18-P0049954	1/11/2018	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	90.49
18-P0049955	1/11/2018	11	Library Services	Library Books - Periodicals	HISPANIC OUTLOOK IN HIGHER ED.	50.00
18-P0049956	1/11/2018	11	Library Services	Library Books - Periodicals	GAME INFORMER MAGAZINE	24.98
18-P0049957	1/11/2018	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	11,437.77
18-P0049958	1/11/2018	12	Biology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
18-P0049959	1/11/2018	41	Facility Planning Office	Non-Instructional Supplies	HANDI PRODUCTS, INC.	2,200.71
18-P0049960	1/11/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,148.92
18-P0049961	1/11/2018	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	750.00
18-P0049962	1/11/2018	12	Nursing	Equip-All Other >\$200 < \$1,000	K LOG CO	913.47
18-P0049963	1/11/2018	11	Maintenance	Non-Instructional Supplies	PIONEER MANUFACTURING COMPANY INC.	1,170.59
18-P0049964	1/11/2018	11	Kinesiology - Physical Educ	Contracted Repair Services	ALL AMERICAN SPORTS CORP	10,106.05
18-P0049965	1/11/2018	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	282.14
18-P0049966	1/11/2018	12	Photography	Instructional Supplies	SAMY'S CAMERA	3,937.96
18-P0049967	1/11/2018	12	Resource Development	Contracted Services	ARZOUAMANIAN ARINEH	14,600.00
18-P0049968	1/11/2018	13	Sci. Math, Health Sci Office	Transportation - Student	AIRPORT VAN RENTAL INC	1,043.37
18-P0049969	1/11/2018	12	LA/OC Regional Consortia	Contracted Services	LINODE LLC	120.00
18-P0049970	1/11/2018	11	District Wide Technology	Software License and Fees	INTERNET2	5,000.00
18-P0049971	1/11/2018	12	Transfer Center	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	7,000.00
18-P0049972	1/11/2018	11	Maintenance	Contracted Repair Services	QUALITY FENCE CO INC	650.00
18-P0049973	1/11/2018	13	Maintenance	Contracted Services	QUALITY FENCE CO INC	3,602.00
18-P0049974	1/11/2018	13	Maintenance	Contracted Services	QUALITY FENCE CO INC	4,800.00
18-P0049975	1/11/2018	13	Maintenance	Contracted Services	PRIMEX WIRELESS INC	499.00
18-P0049976	1/11/2018	12	Geography	Instructional Supplies	B & H PHOTO VIDEO INC	1,070.60
18-P0049977	1/11/2018	12	LA/OC Regional Consortia	Conference Expenses	WELLS FARGO BANK	202.98
18-P0049978	1/12/2018	11	Educational Services Office	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	60.00
18-P0049979	1/12/2018	33	CDC Administration	Other Licenses & Fees	DEPT OF SOCIAL SERVICES	605.00
18-P0049980	1/12/2018	13	Maintenance	Contracted Services	PAINTING & DECOR INC	14,370.00
18-P0049981	1/12/2018	33	CDC Administration	Other Licenses & Fees	NAEYC	775.00
18-P0049982	1/16/2018	12	DSPS Office	Conference Expenses	ACCCA	325.00
18-P0049983	1/16/2018	62	Risk Management	Self Insurance Claims	US HEALTHWORKS MEDICAL GROUP, PC	215.24
18-P0049984	1/16/2018	12	Human Resources Office	Personnel Recruiting	JOB ELEPHANT COM INC	9,100.00
18-P0049985	1/16/2018	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	1,000.00
18-P0049986	1/16/2018	12	Counseling	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	1,500.00
18-P0049987	1/16/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	VERNIER SOFTWARE & TECHNOLOGY LLC	5,848.67
18-P0049988	1/16/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	355.45
18-P0049989	1/16/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	1,289.42

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Environment: Production

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0049990	1/16/2018	12	EOPS	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	1,000.00
18-P0049991	1/16/2018	11	Publications	Non-Instructional Supplies	VERITIV OPERATING COMPANY	2,812.28
18-P0049992	1/16/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	350.23
18-P0049993	1/16/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	TRIARCH INC	3,995.71
18-P0049994	1/16/2018	12	Kinesiology - Intercolli Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	106.82
18-P0049995	1/16/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	FLINN SCIENTIFIC INC	49.58
18-P0049996	1/16/2018	11	International Student Program	Contracted Services	WHOLEREN, LLC	6,700.00
18-P0049997	1/16/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	1,467.33
18-P0049998	1/16/2018	13	Maintenance	Contracted Services	PAINTING & DECOR INC	6,930.00
18-P0049999	1/16/2018	12	Assessment	Contracted Services	CPP INC	1,114.40
18-P0050000	1/16/2018	13	Occupational Therapy	Equip-All Other >\$1,000-<\$5,000	NORTH COAST MEDICAL INC	5,287.69
18-P0050001	1/16/2018	13	Maintenance	Contracted Services	CLIMATEC LLC	7,400.00
18-P0050002	1/16/2018	13	Maintenance	Contracted Services	CLIMATEC LLC	13,373.00
18-P0050003	1/16/2018	13	Maintenance	Contracted Services	CLIMATEC LLC	15,113.00
18-P0050004	1/17/2018	13	Maintenance	Contracted Services	DAY LITE MAINTENANCE CO INC	2,784.87
18-P0050005	1/17/2018	12	Television (TV/Film/Video)	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	300.00
18-P0050006	1/17/2018	12	Student Services Office	Transportation - Student	CERTIFIED TRANSPORTATIONS	5,300.00
18-P0050007	1/17/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	DON BOOKSTORE	285.54
18-P0050008	1/17/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	351.71
18-P0050009	1/17/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	205.10
18-P0050010	1/17/2018	12	Student Services Office	Instructional Supplies	DON BOOKSTORE	19,996.00
18-P0050011	1/17/2018	12	Biology	Equip-All Other >\$1,000-<\$5,000	MICROBIO ENGINEERING INC	9,589.92
18-P0050012	1/17/2018	12	Student Equity	Non-Instructional Supplies	AMAZON COM	736.75
18-P0050013	1/17/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	24,988.50
18-P0050014	1/17/2018	11	Broadcast Journalism	Non-Instructional Supplies	VMI INC	488.48
18-P0050015	1/18/2018	12	Engineering	Instructional Supplies	MICRO CENTER	909.60
18-P0050016	1/18/2018	13	Student Services Office	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	1,873.45
18-P0050017	1/18/2018	13	Fire Academy	Contracted Repair Services	TECHNICAL AUTOMOTIVE, INC.	6,222.98
18-P0050018	1/18/2018	12	Safety & Parking - DO	Contracted Repair Services	SOUTHERN AUTO BODY	1,580.08
18-P0050019	1/18/2018	11	Transportation	Contracted Repair Services	ARIZONA MACHINERY	5,131.40
18-P0050020	1/18/2018	12	Student Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
18-P0050021	1/18/2018	12	EOPS	Other Exp Paid for Students	THE DRIP COFFEE	400.00
18-P0050022	1/18/2018	13	Transportation	Equip-Vehicles >\$5,000	SELMAN CHEVROLET COMPANY	63,000.02
18-P0050023	1/18/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	8,020.25
18-P0050024	1/18/2018	12	Distance Education	Purchases - New Books	DON BOOKSTORE	1,800.00
18-P0050025	1/18/2018	13	Public Affairs/Gov Rel Office	Advertising	HAGGARTY PRINTING INC	603.96
18-P0050026	1/18/2018	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	350.00

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Environment: Production

LoginID: DR21189

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0050027	1/18/2018	11	Maintenance & Operations	Contracted Repair Services	PROFESSIONAL PLUMBING &	175.00
18-P0050028	1/18/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	DENNIS JAMES CLEEK	764.81
18-P0050029	1/18/2018	13	Maintenance	Equip-All Other > \$5,000	T-STAR ENTERPRISES, INC.	6,375.51
18-P0050030	1/18/2018	61	Risk Management	Uninsured Losses/Loss Disposal	UNITED AUTOMOTIVE SVC INC	620.54
18-P0050031	1/18/2018	11	Public Affairs/Gov Rel Office	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	754.25
18-P0050032	1/18/2018	11	Public Affairs/Gov Rel Office	Equip-All Other >\$200 < \$1,000	CDW GOVERNMENT INC.	564.30
18-P0050033	1/18/2018	11	Safety & Security Office	Security Systems & Services	ORANGE COUNTY FIRE AUTHORITY	100.00
18-P0050034	1/18/2018	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	JOHN WILEY & SONS	61.31
18-P0050035	1/18/2018	12	EOPS	Food and Food Service Supplies	JAY'S CATERING	837.27
18-P0050036	1/18/2018	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	3,336.76
18-P0050037	1/18/2018	11	Maintenance & Operations	Contracted Repair Services	ACCESS SECURITY CONTROLS INTL INC	713.75
18-P0050038	1/18/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	AFTON DIRECT LLC	266.02
18-P0050039	1/18/2018	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	AMAZON COM	405.14
18-P0050040	1/18/2018	12	Small Business Dev Ctr Office	Food and Food Service Supplies	HOF'S HUT RESTAURANTS, INC.	678.50
18-P0050041	1/18/2018	12	Small Business Dev Ctr Office	Food and Food Service Supplies	SANDOR'S GOURMET CATERING, INC	439.62
18-P0050042	1/18/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	BIO RAD LABORATORIES	1,161.85
18-P0050043	1/18/2018	12	Small Business Dev Ctr Office	Food and Food Service Supplies	PARADISE BAKERY & CAFE	362.49
18-P0050044	1/18/2018	12	Small Business Dev Ctr Office	Food and Food Service Supplies	CRAVE RESTAURANT GROUP, LLC	1,610.72
18-P0050045	1/18/2018	11	District Wide Technology	Equip-All Other >\$1,000-<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	3,175.60
18-P0050046	1/18/2018	33	CDC Administration	Equip-All Other >\$200 < \$1,000	COMMUNITY PLAYTHINGS	1,072.35
18-P0050047	1/18/2018	33	CDC Administration	Equip-All Other >\$200 < \$1,000	LAKESHORE LEARNING MATERIALS	590.47
18-P0050048	1/18/2018	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	53.00
18-P0050049	1/19/2018	41	Facility Planning Office	Bldg Impr - Relocation/Moving	CHIPMAN CORPORATION	335.00
18-P0050050	1/19/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	QUEZADA PRO LANDSCAPE INC	3,028.71
18-P0050051	1/19/2018	13	Maintenance	Non-Instructional Supplies	GRAINGER	731.79
18-P0050052	1/19/2018	11	Maintenance	Non-Instructional Supplies	WOODWARD'S ACE HARDWARE	2,000.00
18-P0050053	1/19/2018	12	Academic Affairs Office	Instructional Supplies	WATERLINE TECHNOLOGIES	10,000.00
18-P0050054	1/19/2018	12	Small Business Dev Ctr Office	Contracted Services	ENTREPRENEURIAL LEARNING	4,395.10
18-P0050055	1/19/2018	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	ETA CUISENAIRE	1,362.75
18-P0050056	1/19/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	COLAMCO INC	818.90
18-P0050057	1/19/2018	11	Business Division Office	Reproduction/Printing Expenses	RSCCD	400.00
18-P0050058	1/19/2018	12	Sci. Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	4,740.14
18-P0050059	1/19/2018	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	5,726.40
18-P0050060	1/19/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,085.18
18-P0050061	1/19/2018	12	Biology	Instructional Supplies	BIO RAD LABORATORIES	618.49
18-P0050062	1/19/2018	33	EHS Administration	Food and Food Service Supplies	SMART & FINAL	1,000.00
18-P0050063	1/19/2018	12	Occupational Therapy	Instructional Supplies	S&S WORLDWIDE INC	193.07

Legend: * = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-PO050064	1/19/2018	33	ODC Santiago Canyon College	Instructional Supplies	LAKESHORE LEARNING MATERIALS	2,294.23
18-PO050065	1/19/2018	11	Maintenance	Non-Instructional Supplies	HOME DEPOT	2,500.00
18-PO050066	1/19/2018	11	Maintenance	Non-Instructional Supplies	GRAINGER	3,500.00
18-PO050067	1/19/2018	12	Chemistry	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	393.51
18-PO050068	1/19/2018	12	Student Equity	Books Paid for Students	DON BOOKSTORE	28,000.00
18-PO050069	1/19/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	297.95
18-PO050070	1/19/2018	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	2,174.32
18-PO050071	1/19/2018	12	Resource Development	Conference Expenses	WELLS FARGO BANK	292.97
18-PO050072	1/19/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	PATRIOT CONTRACTING &	7,390.00
18-PO189345	12/18/2017	11	Admin Services Office	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	4,598.66
18-PO189346	12/18/2017	11	Admin Services Office	Excess/Copies Usage	CANON FINANCIAL SERVICES, INC	592.37
18-PO189347	12/18/2017	12	Continuing Education Division	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	1,555.10
18-PO189348	12/18/2017	12	Continuing Education Division	Excess/Copies Usage	CANON FINANCIAL SERVICES, INC	118.12
18-PO189349	12/18/2017	12	Library Services	Library Books - Databases	OCLC ONLINE COMPUTER LIBRARY	29,385.21
18-PO189350	12/19/2017	12	LA/OC Regional Consortia	Contracted Services	ECONOMIC MODELING SPECIALISTS	36,000.00
18-PO189351	12/19/2017	12	LA/OC Regional Consortia	Contracted Services	OC SUPERINTENDENT OF SCHOOLS	35,000.00
18-PO189352	12/19/2017	11	Reprographics	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	5,622.18
18-PO189353	12/19/2017	11	Reprographics	Excess/Copies Usage	CANON FINANCIAL SERVICES, INC	3,000.00
18-PO189354	12/19/2017	11	Mailroom	Lease Agreement - Equipment	CANON SOLUTIONS AMERICA, INC	1,244.51
18-PO189355	12/19/2017	11	Purchasing	Lease Agreement - Equipment	PITNEY BOWES	1,244.51
18-PO189356	12/20/2017	11	SAC Continuing Ed-Instruction	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	4,870.46
18-PO189357	12/21/2017	11	District Wide Technology	Contracted Services	COAST ELECTRIC	8,780.00
18-PO189358	12/22/2017	11	SAC Continuing Ed-Instruction	Excess/Copies Usage	CANON SOLUTIONS AMERICA, INC	2,155.00
18-PO189359	1/3/2018	12	Career Ed & Work Dev Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	300.00
18-PO189360	1/3/2018	12	Career Ed & Work Dev Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	300.00
18-PO189361	1/8/2018	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	9,576.06
18-PO189362	1/8/2018	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	1,114.82
18-PO189363	1/8/2018	12	Safety & Parking - DO	Software License and Fees	RAVE WIRELESS, INC	4,000.00
18-PO189364	1/10/2018	33	EHS Administration	Excess/Copies Usage	XEROX CORP	1,181.93
18-PO189365	1/10/2018	12	Small Business Dev Ctr Office	Excess/Copies Usage	XEROX CORP	1,351.53
18-PO189366	1/12/2018	11	Purchasing	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,277.35
18-PO189367	1/12/2018	11	Purchasing	Excess/Copies Usage	KONICA MINOLTA BUSINESS	200.00
18-PO189368	1/12/2018	12	Financial Aid Office	Contracted Services	SANTIAGO CANYON COLLEGE FOUNDATION	70,000.00
18-PO043510	1/18/2018	41	Facility Planning Office	Bldg Impr - AE Fee	LENTZ MORRISSEY ARCHITECTURE INC	40,500.00

Grand Total:

1,521,918.40

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF000593	12/18/2017	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$79.20
GM-CAF000594	12/20/2017	31	SAC Café	General Merchandise	PENS ETC.	\$1,792.41
GM-CAF000595	1/2/2018	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,694.05
GM-CAF000596	1/2/2018	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$72.00
GM-CAF000597	12/29/2017	31	SAC Café	General Merchandise	RYAN DISTRIBUTORS	\$1,597.90
GM-CAF000598	1/5/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,386.70
GM-CAF000599	1/9/2018	31	SAC Café	General Merchandise	PEPSI COLA CO	\$579.74
GM-CAF000600	1/4/2018	31	SAC Café	General Merchandise	RYAN DISTRIBUTORS	\$1,096.02
GM-CAF000601	1/8/2018	31	SAC Café	General Merchandise	RYAN DISTRIBUTORS	\$1,325.70
GM-CAF000602	1/9/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$673.10
GM-CAF000603	1/11/2018	31	SAC Café	General Merchandise	PEPSI COLA CO	\$811.78
GM-CAF000604	1/10/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$299.80
GM-CAF000605	1/12/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$200.00
GM-CAF000606	1/18/2018	31	SAC Café	General Merchandise	PENS ETC.	\$445.32
GM-CAF000607	1/18/2018	31	SAC Café	General Merchandise	MELODEE ICE CREAM	\$193.00
GM-CAF000608	1/16/2018	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$68.88
GM-CAF000609	1/18/2018	31	SAC Café	General Merchandise	PEPSI COLA CO	\$803.79
GM-CAF000610	1/17/2018	31	SAC Café	General Merchandise	RYAN DISTRIBUTORS	\$808.28
GM-CAF000611	1/18/2018	31	SAC Café	General Merchandise	RYAN DISTRIBUTORS	\$1,292.48
GM-CAF000612	1/20/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$658.30
GM-DON002817	12/18/2017	31	SAC Bookstore	General Merchandise	PAPYRUS	\$651.75
GM-DON002818	12/20/2017	31	SAC Bookstore	General Merchandise	EL DORADO TRADING GROUP	\$2,646.20
GM-DON002819	12/20/2017	31	SAC Bookstore	General Merchandise	PENS ETC.	\$539.14
GM-DON002820	12/20/2017	31	SAC Bookstore	General Merchandise	PENS ETC.	\$176.40
GM-DON002823	1/18/2018	31	SAC Bookstore	General Merchandise	PENS ETC.	\$207.66
GM-EXPR001317	12/17/2017	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$176.60
GM-EXPR001318	12/20/2017	31	Don Express	General Merchandise	PENS ETC.	\$300.24
GM-EXPR001320	1/2/2018	31	Don Express	General Merchandise	PEPSI COLA CO	\$2,044.24
GM-EXPR001321	1/2/2018	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$137.94
GM-EXPR001322	12/29/2017	31	Don Express	General Merchandise	RYAN DISTRIBUTORS	\$1,437.74
GM-EXPR001323	1/5/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,595.09
GM-EXPR001324	1/8/2018	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$59.88
GM-EXPR001325	1/8/2018	31	Don Express	General Merchandise	PEPSI COLA CO	\$483.68
GM-EXPR001326	1/4/2018	31	Don Express	General Merchandise	RYAN DISTRIBUTORS	\$2,184.79
GM-EXPR001327	1/9/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,032.40
GM-EXPR001328	1/11/2018	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,405.26
GM-EXPR001329	1/10/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$774.44

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-EXPR001330	1/12/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$547.50
GM-EXPR001331	1/16/2018	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$185.82
GM-EXPR001332	1/18/2018	31	Don Express	General Merchandise	PEPSI COLA CO	\$940.95
GM-EXPR001333	1/18/2018	31	Don Express	General Merchandise	RYAN DISTRIBUTORS	\$1,118.87
GM-EXPR001334	1/20/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,095.30
GM-HAWK002512	12/21/2017	31	SCC Bookstore	General Merchandise	FOUR POINT PRODUCTS	\$61.68
GM-HAWK002513	1/4/2018	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$369.90
GM-HAWK002514	1/4/2018	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$19.08
GM-HAWK002515	1/4/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$407.56
GM-HAWK002516	1/8/2018	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$181.41
GM-HAWK002517	1/8/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$262.44
GM-HAWK002519	1/8/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,589.13
GM-HAWK002520	1/10/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRIBUTORS	\$1,370.66
GM-HAWK002521	1/11/2018	31	SCC Bookstore	General Merchandise	EL DORADO TRADING GROUP	\$346.68
GM-HAWK002523	1/11/2018	31	SCC Bookstore	General Merchandise	CASEMETRO LLC, SMASHDISCOUNT	\$290.76
GM-HAWK002524	1/16/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$714.41
GM-HAWK002526	1/16/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$204.20
TR-CEC000056	1/9/2018	31	CEC Bookstore	Trade Book	OXFORD UNIVERSITY PRESS	\$876.00
TX-CEC000451	12/21/2017	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$4,649.00
TX-CEC000452	12/21/2017	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$3,794.40
TX-CEC000453	12/21/2017	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$2,970.00
TX-CEC000454	12/21/2017	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$1,072.00
TX-CEC000457	1/18/2018	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$411.00
TX-CEC000458	1/18/2018	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$424.75
TX-CEC000459	1/18/2018	31	CEC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$455.00
TX-DON004814	12/19/2017	31	SAC Bookstore	Textbook	ESCIENCE LABS	\$576.00
TX-DON004815	12/21/2017	31	SAC Bookstore	Textbook	NORTON, INC.	\$6,000.00
TX-DON004816	12/21/2017	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,687.50
TX-DON004817	12/21/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$2,894.20
TX-DON004818	12/22/2017	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$43,332.50
TX-DON004819	12/29/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$12,531.31
TX-DON004820	12/29/2017	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$42,596.04
TX-DON004821	12/30/2017	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$151,232.70
TX-DON004822	1/2/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,088.40
TX-DON004823	1/2/2018	31	SAC Bookstore	Textbook	AMAZON	\$440.00
TX-DON004824	1/2/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$1,471.50
TX-DON004825	1/2/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$520.00

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON004826	1/2/2018	31	SAC Bookstore	Textbook	AMAZON	\$572.00
TX-DON004827	1/2/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$32.50
TX-DON004828	1/3/2018	31	SAC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$568.80
TX-DON004829	1/4/2018	31	SAC Bookstore	Textbook	SAGE PUBLICATIONS, INC.	\$1,904.00
TX-DON004830	1/10/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$8,263.77
TX-DON004831	1/16/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$18,189.95
TX-DON004832	1/18/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$8,019.01
TX-DON004833	1/18/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$20,815.10
TX-DON004834	1/18/2018	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$6,249.67
TX-DON004835	1/18/2018	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$3,922.00
TX-DON004836	1/18/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$72,881.04
TX-DON004837	1/18/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$95,894.03
TX-DON004838	1/18/2018	31	SAC Bookstore	Textbook	ALFRED PUBLISHING CO. INC	\$47.92
TX-DON004839	1/18/2018	31	SAC Bookstore	Textbook	SOUTHWEST ED ENTERPRISES	\$1,680.00
TX-DON004840	1/18/2018	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$7,520.65
TX-DON004841	1/18/2018	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$15,097.05
TX-DON004842	1/18/2018	31	SAC Bookstore	Textbook	INDUSTRIAL PRESS	\$70.08
TX-DON004843	1/18/2018	31	SAC Bookstore	Textbook	HAYDEN-MCNEIL	\$3,095.05
TX-DON004844	1/18/2018	31	SAC Bookstore	Textbook	KJOS MUSIC CO	\$382.80
TX-DON004846	1/18/2018	31	SAC Bookstore	Textbook	ACS DIVCHED EXAM INST.	\$200.00
TX-DON004847	1/18/2018	31	SAC Bookstore	Textbook	FAIRCHILD	\$54.40
TX-DON004848	1/18/2018	31	SAC Bookstore	Textbook	BAKER & TAYLOR	\$65.85
TX-DON004849	1/18/2018	31	SAC Bookstore	Textbook	NATL ASSOC GEOLOGY TCHERS	\$32.82
TX-DON004850	1/18/2018	31	SAC Bookstore	Textbook	JAMRIC PRESS INTERNATIONAL	\$226.10
TX-DON004851	1/18/2018	31	SAC Bookstore	Textbook	WEST GROUP	\$40.68
TX-DON004852	1/18/2018	31	SAC Bookstore	Textbook	ACEBO	\$173.60
TX-DON004853	1/18/2018	31	SAC Bookstore	Textbook	NYSTROM	\$1,115.10
TX-DON004854	1/18/2018	31	SAC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$196.80
TX-DON004855	1/18/2018	31	SAC Bookstore	Textbook	TOWNSEND PRESS	\$2,383.60
TX-DON004856	1/18/2018	31	SAC Bookstore	Textbook	HARPER COLLINS TRADE DIV.	\$192.50
TX-DON004857	1/18/2018	31	SAC Bookstore	Textbook	IFSTA	\$5,569.84
TX-DON004859	1/18/2018	31	SAC Bookstore	Textbook	University Readers	\$870.35
TX-DON004860	1/18/2018	31	SAC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$5,581.09
TX-DON004861	1/18/2018	31	SAC Bookstore	Textbook	AMAZON	\$2,594.61
TX-DON004862	1/18/2018	31	SAC Bookstore	Textbook	NORTON, INC.	\$18,662.53
TX-DON004863	1/18/2018	31	SAC Bookstore	Textbook	HUMAN KINETICS PUBS, INC.	\$218.40
TX-DON004864	1/18/2018	31	SAC Bookstore	Textbook	NATIONAL SAFETY COUNCIL	\$285.00

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON004865	1/18/2018	31	SAC Bookstore	Textbook	FLAT WORLD KNOWLEDGE	\$840.00
TX-DON004866	1/18/2018	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$287.98
TX-DON004867	1/18/2018	31	SAC Bookstore	Textbook	KENDALL PUBLISHING	\$2,696.40
TX-DON004868	1/18/2018	31	SAC Bookstore	Textbook	PRO-ED INC	\$225.00
TX-DON004869	1/18/2018	31	SAC Bookstore	Textbook	UNIVERSITY OF CHICAGO PRE	\$99.00
TX-DON004870	1/18/2018	31	SAC Bookstore	Textbook	MORTON	\$366.70
TX-DON004871	1/18/2018	31	SAC Bookstore	Textbook	AMERICAN LIBRARY ASSOC	\$594.00
TX-DON004872	1/18/2018	31	SAC Bookstore	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$1,907.25
TX-DON004873	1/18/2018	31	SAC Bookstore	Textbook	JONES & BARTLETT LEARNING	\$5,157.46
TX-DON004874	1/18/2018	31	SAC Bookstore	Textbook	DAWN SIGN PRESS	\$4,562.17
TX-DON004875	1/18/2018	31	SAC Bookstore	Textbook	ARGUS	\$15,470.00
TX-DON004876	1/18/2018	31	SAC Bookstore	Textbook	QUESTIVA CONSULTANTS	\$5,756.80
TX-DON004877	1/18/2018	31	SAC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$8,662.87
TX-DON004878	1/18/2018	31	SAC Bookstore	Textbook	MOSBY ELSEVIER	\$641.40
TX-DON004879	1/18/2018	31	SAC Bookstore	Textbook	CHANNING L. BETE	\$106.00
TX-DON004880	1/18/2018	31	SAC Bookstore	Textbook	SAGE PUBLICATIONS, INC.	\$1,818.40
TX-DON004881	1/18/2018	31	SAC Bookstore	Textbook	POLICE FIRE PUBLISHING	\$1,119.30
TX-DON004882	1/18/2018	31	SAC Bookstore	Textbook	PARADIGM PUBLISHING CO.	\$1,718.00
TX-DON004883	1/18/2018	31	SAC Bookstore	Textbook	RANDOM HOUSE, INC.	\$551.26
TX-DON004886	1/18/2018	31	SAC Bookstore	Textbook	TREEHOUSE VIDEO	\$1,017.45
TX-DON004887	1/18/2018	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$2,206.22
TX-DON004888	1/18/2018	31	SAC Bookstore	Textbook	BREADAN PUBLISHING	\$200.00
TX-DON004889	1/18/2018	31	SAC Bookstore	Textbook	CADCIM TECHNOLOGIES	\$261.00
TX-DON004890	1/18/2018	31	SAC Bookstore	Textbook	WEST ACADEMIC	\$800.00
TX-DON004892	1/18/2018	31	SAC Bookstore	Textbook	SCHROFF DEVELOPMENT CORP	\$339.00
TX-DON004893	1/18/2018	31	SAC Bookstore	Textbook	ASSOCIATED PRESS	\$183.50
TX-DON004894	1/18/2018	31	SAC Bookstore	Textbook	TAYLOR & FRANCIS	\$249.44
TX-DON004895	1/18/2018	31	SAC Bookstore	Textbook	PENGUIN PUTNAM INC	\$48.32
TX-DON004896	1/18/2018	31	SAC Bookstore	Textbook	DAVIS, F.A., COMPANY	\$1,169.64
TX-HAWK003607	12/21/2017	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$27,722.23
TX-HAWK003615	12/21/2017	31	SCC Bookstore	Textbook	ACS DIVCHED EXAM INST.	\$320.00
TX-HAWK003616	12/21/2017	31	SCC Bookstore	Textbook	HAYDEN-MCNEIL	\$298.50
TX-HAWK003617	12/21/2017	31	SCC Bookstore	Textbook	KJOS MUSIC CO	\$38.28
TX-HAWK003618	12/21/2017	31	SCC Bookstore	Textbook	KENDALL PUBLISHING	\$7,356.56
TX-HAWK003620	12/21/2017	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$63,545.49
TX-HAWK003621	12/21/2017	31	SCC Bookstore	Textbook	XYZ TEXTBOOKS	\$1,665.00
TX-HAWK003622	12/21/2017	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$2,458.85

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-HAWK003623	12/21/2017	31	SCC Bookstore	Textbook	MCGRW-HILL CREATE (PRIMIS)	\$15,178.88
TX-HAWK003624	12/21/2017	31	SCC Bookstore	Textbook	BVT PUBLISHING	\$450.00
TX-HAWK003625	12/21/2017	31	SCC Bookstore	Textbook	MCGRW-HILL PUBLISHING CO	\$32,120.50
TX-HAWK003626	12/21/2017	31	SCC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$20,520.00
TX-HAWK003627	12/21/2017	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$10,709.54
TX-HAWK003628	12/21/2017	31	SCC Bookstore	Textbook	MORTON	\$2,350.74
TX-HAWK003629	12/21/2017	31	SCC Bookstore	Textbook	NORTON, INC.	\$1,155.00
TX-HAWK003630	12/21/2017	31	SCC Bookstore	Textbook	VISTA HIGHER LEARNING	\$12,480.00
TX-HAWK003631	12/21/2017	31	SCC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$14,507.86
TX-HAWK003635	12/21/2017	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$42,804.60
TX-HAWK003636	12/21/2017	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$1,757.94
TX-HAWK003637	12/21/2017	31	SCC Bookstore	Textbook	DAWN SIGN PRESS	\$2,166.05
TX-HAWK003638	12/21/2017	31	SCC Bookstore	Textbook	NORTON, INC.	\$7,031.00
TX-HAWK003639	12/21/2017	31	SCC Bookstore	Textbook	MCGRW-HILL PUBLISHING CO	\$5,375.00
TX-HAWK003640	12/21/2017	31	SCC Bookstore	Textbook	XYZ TEXTBOOKS	\$7,925.00
TX-HAWK003641	12/21/2017	31	SCC Bookstore	Textbook	CHANNING L. BETE	\$589.00
TX-HAWK003643	12/21/2017	31	SCC Bookstore	Textbook	BLUEDOOR	\$19,224.00
TX-HAWK003644	12/21/2017	31	SCC Bookstore	Textbook	ARCHIMEDES PUBLISHING	\$1,584.00
TX-HAWK003645	12/21/2017	31	SCC Bookstore	Textbook	ACR PUBLICATIONS	\$1,264.80
TX-HAWK003648	12/21/2017	31	SCC Bookstore	Textbook	HUMAN KINETICS PUBS, INC.	\$4,074.00
TX-HAWK003649	12/21/2017	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$7,911.00
TX-HAWK003650	1/2/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$142.50
TX-HAWK003651	1/2/2018	31	SCC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$84.96
TX-HAWK003653	1/9/2018	31	SCC Bookstore	Textbook	MPS FORMERLY VHPS	\$11,817.50
TX-HAWK003655	1/9/2018	31	SCC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$4,541.44
TX-HAWK003660	1/9/2018	31	SCC Bookstore	Textbook	NORTON, INC.	\$19,353.18
TX-HAWK003661	1/9/2018	31	SCC Bookstore	Textbook	UNIVERSITY ENTERPRISES	\$1,620.00
TX-HAWK003662	1/9/2018	31	SCC Bookstore	Textbook	AMAZON	\$10,469.69
TX-HAWK003663	1/9/2018	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$14,913.15
TX-HAWK003664	1/9/2018	31	SCC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$3,594.48
TX-HAWK003665	1/9/2018	31	SCC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$421.31
TX-HAWK003667	1/9/2018	31	SCC Bookstore	Textbook	J.A.MAJORS	\$614.52
TX-HAWK003669	1/9/2018	31	SCC Bookstore	Textbook	MCGRW-HILL PUBLISHING CO	\$4,956.55
TX-HAWK003670	1/9/2018	31	SCC Bookstore	Textbook	EDUCATIONAL TEXTBOOK COMP	\$852.00
TX-HAWK003671	1/9/2018	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$4,731.75
TX-HAWK003672	1/9/2018	31	SCC Bookstore	Textbook	PERSEUS BOOKS GROUP	\$140.00
TX-HAWK003673	1/9/2018	31	SCC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$488.00

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-HAWK003675	1/9/2018	31	SCC Bookstore	Textbook	MCGRW-HILL CREATE (PRIMIS)	\$3,102.84
TX-HAWK003677	1/9/2018	31	SCC Bookstore	Textbook	ROCKWELL PUBLISHING	\$407.56
TX-HAWK003678	1/9/2018	31	SCC Bookstore	Textbook	TAYLOR & FRANCIS	\$1,516.32
TX-HAWK003679	1/9/2018	31	SCC Bookstore	Textbook	AGAINST THE CLOCK	\$111.98
TX-HAWK003685	1/9/2018	31	SCC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$576.04
TX-HAWK003686	1/9/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$2,567.51
TX-HAWK003687	1/9/2018	31	SCC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$3,984.94
TX-HAWK003688	1/10/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$5,840.81
TX-HAWK003689	1/11/2018	31	SCC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$833.20
TX-HAWK003690	1/16/2018	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$1,592.41
TX-HAWK003691	1/16/2018	31	SCC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$1,593.20
TX-HAWK003693	1/16/2018	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$465.00
TX-HAWK003694	1/16/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$239.57
TX-HAWK003695	1/18/2018	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$131.25
TX-HAWK003696	1/18/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$6,281.22
TX-HAWK003697	1/18/2018	31	SCC Bookstore	Textbook	ELSEVIER HEALTH SCIENCE	\$987.60
TX-HAWK003698	1/18/2018	31	SCC Bookstore	Textbook	NORTON, INC.	\$2,623.36
TX-HAWK003699	1/18/2018	31	SCC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$1,964.96
TX-HAWK003701	1/18/2018	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$511.50
TX-HAWK003702	1/18/2018	31	SCC Bookstore	Textbook	J.A.MAJORS	\$295.88
TX-HAWK003703	1/18/2018	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$10,374.60
TX-HAWK003704	1/18/2018	31	SCC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$1,332.92
TX-HAWK003706	1/18/2018	31	SCC Bookstore	Textbook	UNIVERSITY ENTERPRISES	\$784.00
TX-HAWK003707	1/18/2018	31	SCC Bookstore	Textbook	MCGRW-HILL CREATE (PRIMIS)	\$693.90
TX-HAWK003708	1/18/2018	31	SCC Bookstore	Textbook	AMERICAN WATER WORKS ASSN	\$1,093.30
TX-HAWK003709	1/18/2018	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$630.60
TX-HAWK003711	1/18/2018	31	SCC Bookstore	Textbook	BVT PUBLISHING	\$927.84
TX-HAWK003712	1/18/2018	31	SCC Bookstore	Textbook	MCGRW-HILL PUBLISHING CO	\$4,781.52

Grand Total: \$1,132,754.48

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
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvst
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invest
99	Foundation Endowment Fund

Legend: * = Multiple Funds for this P.O.

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 16, 2017 THROUGH JANUARY 20, 2018
BOARD MEETING OF FEBRUARY 26, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0049734	\$20,313.99	Printing of Spring 2018 Continuing Education class schedules for the Orange Education Center	SCC-OEC	Received Quotations: *1. Advanced Web Offset 2. Trend Offset Printing *Successful Bidder
18-P0049760	\$36,889.98	Furniture for the Media Center at Santa Ana College	SAC-Communications & Media Studies	Purchased from the Hawthorne School District Bid #13-14-1 Board Approved: March 24, 2014
18-P0049796	\$40,915.51	Stools and chairs for classroom use at Santa Ana College	SAC-Biology	Received Quotations: *1. Quality Office Furnishings 2. Strategic Furniture Group 3. Sierra School Equipment Company *Successful Bidder
18-P0049825	\$15,500.00	Geotechnical and geohazard engineering consulting services for the Russell Hall Replacement project at Santa Ana College	DO-Facility Planning	Board Approved: January 22, 2018
18-P0049835	\$17,931.59	Outdoor tables for Santiago Canyon College - U Portables	DO-Facility Planning	Received Quotations: *1. Quality Office Furnishings 2. CN Culver Newlin *Successful Bidder
18-P0049837	\$42,368.15	Desktop, laptop, and tablet computers with accessories and extended warranties	DO-DMC	Sole Source Board approved: July 25, 2005

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 16, 2017 THROUGH JANUARY 20, 2018
BOARD MEETING OF FEBRUARY 26, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0049869	\$18,623.26	Modular panels for Santa Ana College	SAC-Pharmacy Technology	Purchased from the Hawthorne School District Bid #13-14-1 Board Approved: March 24, 2014
18-P0049870	\$62,332.80	Additional builder's risk coverage for the Science Center Project at Santa Ana College	DO-Facility Planning	Required insurance coverage
18-P0049877	\$20,597.50	Students Auscultation Manikin	SAC-Nursing	Received Quotations: *1. Excellus Technologies 2. Moore Medical *Successful Bidder
18-P0049884	\$18,759.00	Extention of OCIP insurance coverage for the Central Plant project at Santa Ana College	DO-Facility Planning	Required insurance coverage
18-P0050003	\$15,113.00	Installation and programming of EMS controls at Santiago Canyon College	SCC-Maintenance	Vendor to work on their EMS software
18-P0050010	\$19,996.00	Textbooks for Santa Ana College Middle College students	SAC-Middle College	Requisition approved by Frances Gusman on January 17, 2018
18-P0050013	\$24,988.50	Site improvements for the security office at Santa Ana College	DO-Facility Planning	Received Quotations: *1. Newbuild Construction 2. De La Torre Commercial Interiors *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 16, 2017 THROUGH JANUARY 20, 2018
BOARD MEETING OF FEBRUARY 26, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0050022	\$63,000.02	New 2018 Chevrolet Express 12-passenger van	SAC-Maintenance	Received Quotations: *1. Selman Chevrolet 2. Premier Chevrolet *Successful Bidder
18-P0050068	\$28,000.00	Spring and Summer 2018 book vouchers for Santiago Canyon College EOPS students	SCC-EOPS	Requisition approved by Joseph Alonzo on January 19, 2018
18-P0189349	\$29,385.21	Annual Subscription to Worldshare Management Service including unlimited cataloging and electronic resources	SAC-Library Services	The software is the main search engine and operating system to various online library resources and is commonly used by California community college libraries.
18-P0189350	\$36,000.00	Economic Impact Analysis services	DO-Educational Services	Board Approved: October 23, 2017
18-P0189351	\$35,000.00	Subagreement for the Strong Workforce Program - Regional Funds Initiative to sponsor the 2017 Orange County School Counselor Symposium Event	DO-Educational Services	Board Approved: September 25, 2017
18-P0189368	\$70,000.00	Subaward to implement the Santiago Canyon College STEM Scholars Academy project	SCC-Financial Aid	Board Approved: September 28, 2015
18-PO043510	\$40,500.00	Architectural consultant services	DO-Facility Planning	Board Approved: October 10, 2016

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 16, 2017 THROUGH JANUARY 20, 2018
BOARD MEETING OF FEBRUARY 26, 2018**

P.O. #	Amount	Description	Department	Comment
TX-DON004818	\$43,332.50	Textbooks purchased for resale	SAC Bookstore	Purchased from McGraw-Hill Publishing Co. Manager review and approval : Jennie Adams - 12/22/2017
TX-DON004820	\$42,596.04	Textbooks purchased for resale	SAC Bookstore	Purchased from MBS Textbook Exchange. Manager review and approval : Jennie Adams - 12/29/2017
TX-DON004821	\$151,232.70	Textbooks purchased for resale	SAC Bookstore	Purchased from Pearson Education. Manager review and approval : Jennie Adams - 12/30/2017
TX-DON004831	\$18,189.95	Textbooks purchased for resale	SAC Bookstore	Purchased from Nebraska Book Company. Manager review and approval : Jennie Adams 1/16/2018
TX-DON004833	\$20,815.10	Textbooks purchased for resale	SAC Bookstore	Purchased from MBS Textbook Exchange. Manager review and approval : Jennie Adams 1/18/2018
TX-DON004836	\$72,881.04	Textbooks purchased for resale	SAC Bookstore	Purchased from Pearson Education. Manager review and approval : Jennie Adams - 1/18/2018
TX-DON004837	\$95,894.03	Textbooks purchased for resale	SAC Bookstore	Purchased from Cengage Learning. Manager review and approval : Jennie Adams - 1/18/2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 16, 2017 THROUGH JANUARY 20, 2018
BOARD MEETING OF FEBRUARY 26, 2018**

P.O. #	Amount	Description	Department	Comment
TX-DON004841	\$15,097.05	Textbooks purchased for resale	SAC Bookstore	Purchased from MPS Formerly VHPS. Manager review and approval : Jennie Adams - 1/18/2018
TX-DON004862	\$18,662.53	Textbooks purchased for resale	SAC Bookstore	Purchased from Norton, Inc. Manager review and approval : Jennie Adams - 1/18/2018
TX-DON004875	\$15,470.00	Textbooks purchased for resale	SAC Bookstore	Purchased from Argus. Manager review and approval : Jennie Adams - 1/18/2018
TX-HAWK003607	\$27,722.23	Textbooks purchased for resale	SCC Bookstore	Purchased from Nebraska Book Company. Manager review and approval : Bill Jeffery 1/18/2018
TX-HAWK003620	\$63,545.49	Textbooks purchased for resale	SCC Bookstore	Purchased from Pearson Education. Manager review and approval : Bill Jeffery 12/21/2017
TX-HAWK003623	\$15,178.88	Textbooks purchased for resale	SCC Bookstore	Purchased from McGraw-Hill Create (Primis). Manager review and approval : Bill Jeffery 12/21/2017
TX-HAWK003625	\$32,120.50	Textbooks purchased for resale	SCC Bookstore	Purchased from McGraw-Hill Publishing Co. Manager review and approval : Bill Jeffery 12/21/2017

PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 16, 2017 THROUGH JANUARY 20, 2018
BOARD MEETING OF FEBRUARY 26, 2018

P.O. #	Amount	Description	Department	Comment
TX-HAWK003626	\$20,520.00	Textbooks purchased for resale	SCC Bookstore	Purchased from John Wiley & Sons, Inc. Manager review and approval : Bill Jeffery 12/21/2017
TX-HAWK003635	\$42,804.60	Textbooks purchased for resale	SCC Bookstore	Purchased from Pearson Education. Manager review and approval : Bill Jeffery 12/21/2017
TX-HAWK003643	\$19,224.00	Textbooks purchased for resale	SCC Bookstore	Purchased from Bluedoor. Manager review and approval : Bill Jeffery 12/21/2017
TX-HAWK003660	\$19,353.18	Textbooks purchased for resale	SCC Bookstore	Purchased from Norton, Inc. Manager review and approval : Bill Jeffery 1/9/2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Board Date: February 26 2018
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical program were developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<p>1. Education Futures Initiative – Teacher Preparation Pipeline Program Mini-Grant (SAC & SCC)</p> <p>Grant award from the California Community Colleges Chancellor’s Office to expand education pathways to address teacher shortages; build sustainable Teacher Preparation Pipeline (TPP) pathways within Career Technical Education programs and transfer pathways; facilitating access to teaching careers, and diversify the teaching workforce; and work with K-12 and CSU education partners to prepare high quality teachers. (17/18). <i>The match required is 50% of the grant award at \$60,000 that consists of state-funded support staff.</i></p> <ul style="list-style-type: none"> • SAC \$120,000 • SCC \$120,000 	01/23/2018	\$240,000
<p>2. Hunger Free Campus Support (SAC)</p> <p>A one-time funding allocation from the California Community Colleges Chancellor’s Office to provide particular services that address the food security of students within the campus. Funding will support a food pantry or a regular food distribution on campus and ensure students have the information needed to enroll in CalFresh. (17/18). <i>No match required.</i></p>	09/22/2017	\$43,996
<p>3. Veteran Resource Center Ongoing Funding (SAC & SCC)</p> <p>Grant award from the California Community Colleges Chancellor’s Office to support the expansion of community college Veteran Resource Centers (VRCs) across the state. (17/18). <i>No match required.</i></p> <ul style="list-style-type: none"> • SAC \$55,819 • SCC \$21,380 	01/26/2018	\$77,199

RECOMMENDATION

It is recommended that the Board approve these items and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$361,195	Board Date: February 26, 2018
Item Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2xxx

NAME: Education Futures Initiative – Teacher Preparation Pipeline Program (Santa Ana College)

FISCAL YEAR 2017/2018

CONTRACT PERIOD: 02/01/2018 - 01/31/2020

CONTRACT AWARD: \$120,000 (Year 1)

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Chabot-Las Positas Community College District

PRIME AWARD #: TBD

SUB-AWARD #: TBD

PROJ ADM: Maria Dela Cruz

PROJ DIR: Steve Bautista

Date: 02/09/2018

GL Account String	Description	New Budget	
		Debit	Credit
12-2xxx-000000-10000-8659	Other Reimb Categorical Allow : Santa Ana College		120,000
12-2xxx-679000-10000-5865	Indirect Costs : Santa Ana College (4%)	4,615	
12-2xxx-619000-15330-1483	Beyond Contr - Reassigned Time : Center for Teacher - Steve Bautista, Regional Facilitation \$1,500 stipend/semester (spring, fall)	3,000	
12-2xxx-631000-15330-1483	Beyond Contr - Reassigned Time : Center for Teacher - Steve Bautista, Campus Lead/Faculty Facilitation \$35.97/hr. x 36 hrs./LHE x 2 LHE x 2 (spring, fall)	5,180	
12-2xxx-631000-15330-1484	Int/Sum Beynd Contr-Reassigned : Center for Teacher - Steve Bautista, Campus Lead/Faculty Facilitation \$49.47/hr. x 36 hrs./LHE x 2 LHE (summer)	3,562	
12-2xxx-649000-15330-2130	Classified Employees : Center for Teacher Education Tanisha Burrus, Student Services Coord. (50%)	30,784	
12-2xxx-649000-15717-4210	Books, Mags & Subscrip-Non-Lib : Human Development Textbooks (Loan Program for Students and class sets for Dual Enrollment courses)	10,000	
12-2xxx-649000-15330-4610	Non-Instructional Supplies : Center for Teacher Edu - general office supplies \$308 - supplies/materials for 350 participants @ \$4,000 for Annual Road to Teaching Conference	4,308	
12-2xxx-649000-15330-4710	Food and Food Service Supplies : Center for Teacher - hospitality for Regional Collaborative Meetings \$250/meeting x (6) bi-monthly meetings - \$1,500 - Educators Social/End of the Year Student Recognition (Certificates/Hospitality) - \$2,000	3,500	
12-2xxx-649000-15330-5100	Contracted Services : Center for Teacher Education - Project Tomorrow: student fieldwork/internship training and placement	15,000	
12-2xxx-649000-15330-5220	Mileage/Parking Expenses : Center for Teacher Educa	250	
12-2xxx-649000-15330-5940	Reproduction/Printing Expenses : Center for Teacher - printing/publications of outreach materials	2,000	
12-2xxx-649000-15330-6410	Equip-All Other >\$1,000<\$5,000 : Center for Teacher - LCD Projector for outreach presentations	2,500	

6.1(2)

SPECIAL PROJECT DETAILED BUDGET #2xxx

NAME: Education Futures Initiative – Teacher Preparation Pipeline Program (Santa Ana College)

FISCAL YEAR 2017/2018

CONTRACT PERIOD: 02/01/2018 - 01/31/2020

PROJ ADM: Maria Dela Cruz

CONTRACT AWARD: \$120,000 (Year 1)

PROJ DIR: Steve Bautista

PRIME SPONSOR: California Community Colleges Chancellor's Office

Date: 02/09/2018

FISCAL AGENT: Chabot-Las Positas Community College District

PRIME AWARD #: TBD

SUB-AWARD #: TBD

GL Account String	Description	New Budget	
		Debit	Credit
12-2xxx-675000-15330-5100	Contracted Services : Center for Teacher Education - Curriculum Alignment and Professional Dvlp. Training for HS CTE Teachers @ (3) teachers x \$1,500 - \$4,500 - Conference speakers and workshop facilitators - \$7,500	12,000	
12-2xxx-675000-15330-5210	Conference Expenses : Center for Teacher Education - Statewide Leadership Conf. (required travel) - \$1,500 - Travel to NACCTEP/AACTE National Conf. - \$2,000	3,500	
12-2xxx-130590-15717-1310	Part-Time Instructors : Human Development CDEV adjunct faculty (3 unit class/HS/semester) : \$68.52/hr. x 18 hrs./unit x 3 units x 2 sem. X 2 HSs	14,801	
12-2xxx-679000-15330-5100	Contracted Services : Center for Teacher Education - Technical Assistance and Data Collection	5,000	
Total 2xxx - Education Futures TPP (SAC)		120,000	120,000

The match required is \$60,000 (50% of grant award). The match consists of state-funded staff as listed below.

Description	Amount
Funding Source: Student Success and Support Program	
Tanisha Burrus, Student Services Coordinator (35%)	21,549
Benefits for full-time Coordinator (35%)	11,094
Match Total SSSP	32,643
Funding Source: Strong Workforce Program Regional	
Benefits for staff supporting the Education Futures Initiative: Because grant funds are so limited, the grant only allows a portion of funds to cover benefits. However, in order to support the scaling-up efforts and augment program development, the college is able to support benefits for certificated (1000s) and classified (2000s) salaries funded by Education Futures through Strong Workforce Program regional share funds.	27,357
Match Total SWP	27,357
Total Match	60,000

6.1(3)

SPECIAL PROJECT DETAILED BUDGET #2xxx

NAME: Education Futures Initiative – Teacher Preparation Pipeline Program (Santiago Canyon College)

FISCAL YEAR 2017/2018

CONTRACT PERIOD: 02/01/2018 - 01/31/2020

PROJ ADM: Ruth Babeshoff

CONTRACT AWARD: \$120,000 (Year 1)

PROJ DIR: Janis Perry

PRIME SPONSOR: California Community Colleges Chancellor's Office

Date: 02/09/2018

FISCAL AGENT: Chabot-Las Positas Community College District

PRIME AWARD #: TBD

SUB-AWARD #: TBD

GL Account String	Description	New Budget	
		Debit	Credit
12-2xxx-000000-20000-8659	Other Reimb Categorical Allow : Santiago Canyon Col		120,000
12-2xxx-679000-20000-5865	Indirect Costs : Santiago Canyon College (4%)	4,615	
12-2xxx-619000-29345-1483	Beyond Contr - Reassigned Time : Pathways to Teachi - Program Facilitator 720 hrs x \$29.59	21,308	
12-2xxx-631000-29345-1430	Part-Time Counselors : Pathways to Teaching - PT Counselor 400 hrs x \$52.83	21,133	
12-2xxx-631000-29345-1433	Beyond Contract - Counselors : Pathways to Teaching - Beyond Contract Counseling 236 hrs x \$61.16	14,434	
12-2xxx-631000-29345-1435	Int/Sum - Counselors,Part-Time : Pathways to Teachi - PT Counselors Int/Sum 200 hrs x \$52.83	10,566	
12-2xxx-649000-29345-4210	Books, Mags & Subscrip-Non-Lib : Pathways to Teachi - Textbooks (Loan Program for Students and class sets for Dual Enrollment courses)	3,000	
12-2xxx-649000-29345-4310	Instructional Supplies : Pathways to Teaching - PTPP Student Study Center	1,500	
12-2xxx-649000-29345-4610	Non-Instructional Supplies : Pathways to Teaching - supplies/general office supplies - \$500 - supplies/materials for Annual Tomorrow's Teachers Conference - \$500	1,000	
12-2xxx-649000-29345-4710	Food and Food Service Supplies : Pathways to Teachi - Food for Annual Tomorrow's Teachers conf. - \$1,081 - Food/hospitality for partnership meetings - \$1,314 - Future Teacher of Excellence student recognition (certificates/hospitality) - \$400	2,795	
12-2xxx-649000-29345-5100	Contracted Services : Pathways to Teaching - Project Tomorrow - Workbased Learning/Student Internships (30 students)	20,000	
12-2xxx-649000-29345-5220	Mileage/Parking Expenses : Pathways to Teaching	949	
12-2xxx-649000-29345-5850	Fingerprinting : Pathways to Teaching - Live scan/fingerprinting for low income students	600	
12-2xxx-649000-29345-5904	Other Participant Prog Svc/Exp : Pathways to Teachi - Presidential service learning program (PVSLA)	600	
12-2xxx-649000-29345-5940	Reproduction/Printing Expenses : Pathways to Teachi - printing of outreach materials (partners/regional)	2,500	

6.1(4)

Original Budget

Board Approval Date: February 26, 2018

Prepared by: Maria Gil

1 of 2

Accountant: TBD

SPECIAL PROJECT DETAILED BUDGET #2xxx

NAME: Education Futures Initiative – Teacher Preparation Pipeline Program (Santiago Canyon College)
FISCAL YEAR 2017/2018

CONTRACT PERIOD: 02/01/2018 - 01/31/2020
CONTRACT AWARD: \$120,000 (Year 1)
PRIME SPONSOR: California Community Colleges Chancellor's Office
FISCAL AGENT: Chabot-Las Positas Community College District
PRIME AWARD #: TBD
SUB-AWARD #: TBD

PROJ ADM: Ruth Babeshoff
PROJ DIR: Janis Perry
Date: 02/09/2018

GL Account String	Description	New Budget	
		Debit	Credit
12-2xxx-649000-29345-5955	TB/Hep Tests & Physicals Exp : Pathways to Teaching - TB tests for low income students	500	
12-2xxx-649000-29345-5966	Transportation - Student : Pathways to Teaching - student transportation for university field trips	6,500	
12-2xxx-675000-29345-5100	Contracted Services : Pathways to Teaching - CSUF STEM Institute speakers/facilitators - \$1,000 - Tomorrow's Teachers conference speakers - \$4,000	5,000	
12-2xxx-675000-29345-5210	Conference Expenses : Pathways to Teaching	3,000	
	Total 2xxx - Education Futures TPP (SCC)	120,000	120,000

The match required is \$60,000 (50% of grant award). The match consists of state-funded staff as listed below.

Description	Amount
Funding Source: General Apportionment (Unrestricted)	
Janis Perry, Project Director (29%)	31,253
Benefits for Project Director (29%)	14,038
Match Total General Funds	45,291
Funding Source: Strong Workforce Program Regional	
Benefits for certificated staff supporting the Education Futures Initiative: Because grant funds are so limited, the grant only allows a portion of funds to cover benefits. However, in order to support the scaling-up efforts and augment program development, the college is able to support benefits for certificated (1000s) salaries funded by Education Futures through Strong Workforce Program regional share funds.	14,709
Match Total SWP	14,709
Total Match	60,000

6.1(5)

SPECIAL PROJECT DETAILED BUDGET # 2349

NAME: Hunger Free Campus

FISCAL YEAR: 2017/18

CONTRACT PERIOD: 07/01/17 - 06/30/18

PROJ ADM: Alicia Kruienza

SAC Allocations: \$43,996

PROJ DIR:

Prime Sponsor: CCC Chancellor's Office

Date: 01/31/18

Fiscal Agent: Rancho Santiago CCD

Prime Award No.: N/A

GL Account	Description	Debit	Credit
12-2349-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		43,996
12-2349-649000-19100-4610	Non-Instructional Supplies	9,000	
12-2349-649000-19100-4710	Food and Food Service Supplies	1,996	
12-2349-649000-19100-5100	Contracted Services	30,000	
12-2349-649000-19100-5800	Advertising	2,000	
12-2349-649000-19100-5940	Reproduction/Printing Services	1,000	
Totals for PROJECT 2349	Hunger Free Campus	43,996	43,996

6.1(6)

SPECIAL PROJECT DETAILED BUDGET # 2596
NAME: Veteran Resource Center Ongoing Funding
FISCAL YEAR: 2017/18

CONTRACT PERIOD: 01/26/18 - 06/30/19
CONTRACT INCOME: \$55,819 (SAC)

PROJ. ADM. Alicia Kruiuzenga
 PROJ. DIR. Brenda Estrada

Prime Sponsor: CCCCCO

Date: 02/09/18

Fiscal Agent: Rancho Santiago CCD

CFDA #: N/A; Award # N/A

GL Accounts	Description	Debit	Credit
12-2596-000000-10000-8629	Other Gen Categorical Apportionments		55,819
12-2596-631000-19725-1430	Part-time Counselors	9,851	
12-2596-631000-19725-3115	STRS - Non-instructional	1,421	
12-2596-631000-19725-3325	Medicare - Non-Instructiona	143	
12-2596-631000-19725-3435	H & W - Retiree Fund Non-Inst	358	
12-2596-631000-19725-3515	SUI - Non-Instructional	5	
12-2596-631000-19725-3615	WCI - Non-Instructional	222	
12-2596-648000-19725-4610	Non-Instructional Supplies	15,000	
12-2596-648000-19725-5100	Contracted Services	5,000	
12-2596-648000-19725-5905	Other Participant Travel Expenses	15,000	
12-2596-648000-19725-5950	Software License & Fees	5,000	
12-2596-675000-19725-5210	Conference Expenses	3,819	
Totals for PROJECT: 2596	Veteran Resource Center (VRC) Ongoing Funding (SAC)	55,819	55,819

6.1(7)

SPECIAL PROJECT DETAILED BUDGET # 2596
NAME: Veteran Resource Center Ongoing Funding
FISCAL YEAR: 2017/18

CONTRACT PERIOD: 01/26/18 - 06/30/19

CONTRACT INCOME: \$21,380 (SCC)

PROJ. ADM. Syed Rizvi

PROJ. DIR. Sheena Tran

Prime Sponsor: CCCCCO

Date: 02/09/18

Fiscal Agent: Rancho Santiago CCD

CFDA #: N/A; Award # N/A

GL Accounts	Description	Debit	Credit
12-2596-000000-20000-8629	Other Gen Categorical Apportionments		21,380
12-2596-648000-29500-2320	Classified Employees - Hourly	8,411	
12-2596-648000-29500-3215	PERS - Non-Instructional	653	
12-2596-648000-29500-3315	OASDHI - Non-Instructional	261	
12-2596-648000-29500-3325	Medicare - Non-Instructiona	122	
12-2596-648000-29500-3335	PARS - Non-Instructional	55	
12-2596-648000-29500-3435	H & W - Retiree Fund Non-Inst	305	
12-2596-648000-29500-3515	SUI - Non-Instructional	4	
12-2596-648000-29500-3615	WCI - Non-Instructional	189	
12-2596-648000-29500-4610	Non-Instructional Supplies	1,000	
12-2596-648000-29500-4710	Food and Food Services Supplies	500	
12-2596-648000-29500-5100	Contracted Services	1,380	
12-2596-675000-29500-5210	Conference Expenses	3,000	
12-2596-675000-29500-5220	Mileage/Parking Expenses	500	
12-2596-648000-29500-6409	Equipment - All Other >\$200 <\$1,000	2,000	
12-2596-648000-29500-6414	Equipment - Mod Furn >\$1,000 < \$5,000	3,000	
Totals for PROJECT: 2596	Veteran Resource Center (VRC) Ongoing Funding (SCC)	21,380	21,380

6.1(8)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Sub-Agreement between RSCCD and Jackstin for the Strong Workforce Program-Regional Share Initiative	
Action:	Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to community colleges to support collaborative, regional work to improve the quality of career technical education programs and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program – Regional Share, and is responsible for developing sub-agreements and contracts to implement the projects approved by the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

ANALYSIS

The Orange County region approved Strong Workforce Program-Regional Share, Round 2 Year 1, regional projects to address Strong Workforce Program goals. One of the approved projects was the Regional Marketing & Branding Project that includes a Virtual Career Center component, called the "Career Café." The company that developed and designed the statewide California Career Café will serve as a partner in Orange County's project to design and develop an Orange County-focused Career Café, to make critical career advisement resources accessible to all current and potential students in our region.

Project Director: Sarah Santoyo**Project Administrator:** Enrique Perez**RECOMMENDATION**

It is recommended that the Board approve this sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$60,000.00 (grant-funded)	Board Date: February 26, 2018
Prepared by: Sarah Santoyo, Executive Director, Resource Development	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
JACKSTIN**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Jackstin (hereinafter “SUBCONTRACTOR”) for work on the Career Café component of the Orange County Regional Marketing Project (hereinafter “Project”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Strong Workforce Program – Regional Share for the Los Angeles and Orange County region,” (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to distribute and monitor funds for projects that expand the availability of quality community college career technical education and workforce development courses, programs, pathways, credentials, certificates and degrees,

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from February 26, 2018 – December 31, 2018.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$60,000 USD.

6.2(2)

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Project Scope of Work and Budget (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the Project Lead and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar, work to be performed, or outcomes of the Agreement are not substantially affected.

5. Payment

Invoices will be set at Set Quarterly Rate of \$15,000 USD. This Set Quarterly Rate will break up the Total Cost into 4 invoices submitted for payment using the Quarter Terms schedule provided below under Item 6. Invoices.

6. Invoices

Invoices must be itemized and be submitted no more frequently than monthly, and at least quarterly, following the schedule provided below:

Quarter Terms	Invoice Due Date
July 1 st – September 30 th	October 25 th
October 1 st – December 31 st	January 25 th
January 1 st – March 31 st	April 25 th
April 1 st – June 30 th	July 25 th

RSCCD may request back-up documentation for expenditures, if required to substantiate the work performed and/or to adhere to compliance terms and standards. Invoices should be submitted to the following:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Director of Grants
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, if requested by the Project Lead and/or RSCCD.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the Project Lead and RSCCD.

6.2(3)

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

12. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

13. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

14. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

6.2(4)

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo, Executive Director of Resource Development
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:
Primary Contact:
Jackson Kelly and Justin Kelly
Jackstin
1013 Grove Place
Costa Mesa, CA 92627
714-907-4268, Jackstin@gmail.com

PROJECT LEAD:
Anthony Teng, Dean, Advanced Technology and Applied Science
Saddleback College
28000 Marguerite Parkway
Mission Viejo, California 92692
(949) 583-4895, ateng@saddleback.edu

15. Total Agreement
This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

16. Amendments
This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions
This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this

6.2(5)

Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions, if applicable, described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: Jackstin

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: Jackson Kelly

Title: Co-Founder of Jackstin

Date: _____

Board Approval Date: February 26, 2018

26-4762776
Employer/Taxpayer Identification Number (EIN)

Exhibit A: Scope of Work

Project Proposal

Jackstin will serve as a key project partner to redesign and develop the web-based California Career Café to focus on the Orange County region, by providing web development and design services, maintenance and hosting services, and continued support as a member of the project team. The California Career Café was one of Jackstin’s projects, and they will be able to bring specific knowledge and experience from designing and maintaining the state site to ensure continuity for the Orange County-based site.

Service	Cost
1) Hosting costs for website	\$1,000.00
2) Website support and maintenance	\$15,000.00
• Redesigning site to make it Orange County applicable	\$19,750.00
• Making website improvements	\$5,250.00
• Functionality/troubleshooting	\$2,250.00
• Upgrading the CMS or plugins	\$1,250.00
• Updating content as needed	\$2,500.00
• Adding programs matrix with links to individual colleges	\$10,000.00
• Updating salary information	\$3,000.00
TOTAL	\$60,000.00

Description of Jackstin

Jackstin’s tagline is “The Go-To Web Guys,” providing expertise in web technology and services. Since 2003, Jackstin has done intricate coding that makes the impossible possible and look great doing it. Our company has the business and web development acumen to make beautiful things happen. Our clients are often surprised by the solutions we come up with. They’re even more surprised by how quickly those solutions begin working for them. We design with the end goal in mind, using a results-oriented approach that is practical and economical, as well as visually and aesthetically stunning.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Sub-Agreement between RSCCD and SynED for the Deputy Sector Navigator Information and Communications Technology (ICT)/Digital Media Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Deputy Sector Navigator - Information Communications Technology (ICT)/Digital Media grant #16-158-006 by the California Community Colleges Chancellor's Office – Workforce & Economic Development Division. The purpose of the ICT/DM grant is to focus its efforts to helping to close the state's skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

ANALYSIS

The DSN ICT has identified partners that will provide Information and Communications Technology/ Digital Media grant (ICT/DM) services within the Orange County region. Through this sub-agreement SynED will coordinate and support the Cyber Girls Project, the CyberPatriot Competition, Orange County Mayors' Cyber Cup, ITIS (C-ID) Course Alignment Project, ITTP Level 1 Course Additions, and IT Fundamentals Course Curriculum Development. The total cost will not exceed \$70,840.

Project Director: Steve Linthicum **Project Administrator:** Sarah Santoyo

RECOMMENDATION

It is recommended that the Board approve this sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$70,840.00 (grant-funded)	Board Date: February 26, 2018
Prepared by: Sarah Santoyo, Executive Director, Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SYNED**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and SynED (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded a “Information and Communications Technology/Digital Media Sector” grant #16-158-006, (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, to improve the alignment of community college programs with employers and industry workforce needs in the Information Communications Technology sector; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from February 27, 2018 through March 31, 2018.

3. Total Cost

The total cost to RSCCD for performance of this Agreement up to but not exceeding \$70,840.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by RSCCD, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the

total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

SUBCONTRACTOR will submit an invoice for 70% of the total cost upon execution of the Agreement, and will submit an invoice for the final payment upon completion of the Scope of Work. In the event that the entire Scope of Work is not completed, the final invoice will be modified to reflect the work completed as determined by RSCCD and SUBCONTRACTOR. Payments under this Agreement will be up to but not exceeding the amount listed above under Article I.3. "Total Cost."

6. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. Invoices should include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Steve Linthicum, Director ICT/Digital Media Deputy Sector Navigator
2323 North Broadway, Suite 350
Santa Ana, CA 92706

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

9. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

10. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-

contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

11. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

12. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

13. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

14. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

15. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event

such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

Rancho Santiago Community College District
Steve Linthicum, Director ICT/Digital Media Deputy Sector Navigator
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-1417; Linthicum_steve@rsccd.edu

SUBCONTRACTOR: SynED
2060-D Avenida de Los Arboles
Suite 771
Thousand Oaks, CA 91362
(310) 613-4534, syoung@SynEd.com

17. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

18. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the

amendment is made in writing and signed by authorized officials of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/16 and Article II, Rev. 04/16), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 4/16) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the date that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: SynED

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: February 26, 2018

SynED

2060-D Avenida de Los Arboles
Suite 771
Thousand Oaks, CA 91362

Scott Young

(310) 613-4534
syoung@SynEd.com
www.SynEd.com



P R O P O S A L

ORANGE COUNTY REGION – ICT SECTOR SUPPORT PROJECTS

Prepared for:

Steve Linthicum, JD, CISSP

Rancho Santiago Community College District

2323 North Broadway, Suite 350

Santa Ana, CA 92706

P (714) 480-7466 E linthicum_steve@rsccd.edu

Proposal Issued:

February 12, 2018

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of SynED. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.

Table of Contents

TABLE OF CONTENTS	2
EXECUTIVE SUMMARY	3
PROJECT DEFINITION	5
PROJECT MANAGEMENT	5
PROJECT PROFILE	6
<i>The Project Background</i>	<i>6</i>
<i>SynED’s Signature Project Management</i>	<i>6</i>
<i>Project Component: ITIS (C-ID) Course Alignment</i>	<i>6</i>
<i>Project Component: Cyber Girls Project</i>	<i>7</i>
<i>Project Component: Develop ITTP Level 1 Course Additions</i>	<i>9</i>
<i>Project Component: CyberPatriot Coordination</i>	<i>10</i>
<i>Project Component: Orange County Mayors’ Cyber Cup</i>	<i>11</i>
<i>Project Component: IT Fundamentals Course Curriculum</i>	<i>13</i>
RSCCD’S INVESTMENT	14
PRELIMINARY PROJECT SCHEDULE	15
<i>Sign Letter of Engagement</i>	<i>15</i>
<i>Commence work on project</i>	<i>15</i>
<i>Final Deliverable</i>	<i>15</i>
ABOUT SYNED	16

Executive Summary

SynED is pleased to submit this proposal to the Rancho Santiago Community College District to implement a support project for the Orange County Region, ICT-DM Sector initiative.

This proposal is designed to support the Orange County ICT Sector efforts to help ensure that sector objectives are realized by supporting the following efforts:

- ITIS (C-ID) Course Alignment
- Cyber Girls Support
- Development of ITTP Level 1 Course Additions
- CyberPatriot Coordination
- Orange County Mayors' Cyber Cup
- T Fundamentals Course Curriculum

Our team has **deep expertise** in managing projects like this and will work closely with Steve Linthicum, the Orange County Region ICT-DM Deputy Sector Navigator, to ensure that quality, qualified specialists are used to execute the tasks contained in the scope of this project.

It is important to understand that successful regional projects are multifaceted and require a number of components. We leverage quality, turn-key components for infrastructure services to help ensure that your foundation is trouble free and sustainable. SynED then helps you focus on the core elements of your program that make it relevant to the needs of your business community and local population in general.

What this means for you:

No start up time. We are ready to start on Day One. From our experience, we will save your staff a significant amount of startup time to understand the technical issues, the challenges, and, most importantly, how to set up a digital badging that can sustain relevance over time.

We believe in the mission of the California Community Colleges. We have deep experience and first-hand knowledge of the mission and purpose of the college. We bring our enthusiasm and professionalism to your local employers as an ambassador for your brand. We ourselves have worked in education and industry. We can serve as a bridge between the college and the local employer community.

You will gain significant cost efficiencies. Because of the research work already done, there will be cost savings to the college. Contract dollars will go further and your internal team will gain the value



of preparation work already done. As a result, the college will be up and running with a project that will bring value in this calendar year.

Project Definition

This section will delineate all the relevant information pertaining to this project.

Project Management

All successful projects have defined personnel in responsible roles. This project will have the following individuals as project managers:

RSCCD Project Lead: Steve Linthicum

Steve recently accepted the role as Deputy Sector Navigator (ICT/Digital Media) for the Orange County Region, after retiring from his role as a tenured faculty member at Sierra College in Rocklin, California, in June 2017. Additionally, Steve's responsibilities are being expanded to serve as a Co-Project Director for the Cybersecurity Apprenticeship Innovation Grant issued by the California Community College Chancellor's Office to Coastline Community College in Orange County, California.

SynEd's Project Lead: Scott Young - Director

Scott has been providing results-based technology and operational solutions to higher education and fortune 100 companies for over 25 years. He has also been actively involved in workplace education for the past 15 years supporting companies with competency-based curriculum design and assessment.

Project Profile

This section provides a detailed description of the components being implemented, the configuration, customizations, and graphic requirements in the project.

The Project Background

This project is in direct response to a need realized from research done in the Orange County Region. Various sub-projects in this project are designed to support a strong offering of ITIS programs from high school through Community College. Awareness and education are key to answering the demand evident in the ICT sector.

SynED's Signature Project Management

This project will follow the SynED continual quality cycle of implementation. We bring technical expertise, key industry relations, and experience with implementing various projects for community colleges.

One key issue we stress is the importance of building in a **quality control feature** for the future. Like community colleges in general, we plan for stability and future value.

This proposal identifies the **details, scope and timing** of each phase and provides a total cost breakout for executing each sub-project.

We remain available and accessible to help the College of the Canyons implement and maintain this project.

Project Component: ITIS (C-ID) Course Alignment

Review the curriculum selected Colleges that they currently have in place that aligns with the IT Technician certificates I, II, III and determine if any of the courses are missing or need modification. Assist in making required changes and take the courses through the College's Curriculum Approval Process by May 2018. All courses will be submitted for C-ID approval.

Selected Colleges:

- Coastline Community College
- Long Beach Community College

- Cypress College
- LA Mission College

Deliverables:

- Review the curriculum each College currently has in place that aligns with the IT Technician certificates I, II, III by February 2018.
- Send Notice of Intent to the LA/OC regional consortium by February/March 2018.
- Write or modify curriculum that is needed to align courses with the C-ID descriptors and IT Technician certificates by February or March, 2018.
- Take updated courses and certificates through the College's Curriculum Approval Process by May 2018.
- Have the approved curriculum submitted to the State for C-ID review and approval by May 2018.
- Submit modified courses for Chancellor's Office Approval by May 2018 or as soon as C-ID approval is received.

Project Component: Cyber Girls Project

Plan and organize a one-day event for middle school and high school girls to experience hands-on activities related to cybersecurity and technology. The event will include 2 activities and 3 break-out workshops.

Selected Colleges:

- Coastline Community College
- Fullerton College

The purpose of the event is to provide female students with an opportunity to work with computers and learn about cybersecurity. They also have a chance to meet with professionals and college students to learn about career and academic pathways leading to cybersecurity professions.

The event will host 100+ female students, 20 professionals, 5 staff, and 7 college mentors.

One-day event for local Orange County female students in middle school and high school. Each College will host for facilities and computer equipment.

Finding Mentors

In order to provide a rich experience for the attendees at the event, mentors were invited to engage with students during the workshops and at lunch.

- Industry professionals with an interest in engaging with youth girls on cybersecurity topics
- College students with an interest in engaging with youth girls on cybersecurity topics

Marketing and promotions

This will be broadcast to all teachers and online social media to encourage participation and develop interest in the event.

- Add event to Facebook
- Develop website www.cybertechgirls.org
- Create and maintain registration on Constant Contacts
- Send email distributions and reminders about the event using Mail Chimp

Activities

These activities help students understand the significance of binary in technology and help build confidence through empowerment talks.

- Binary bracelets; students use beads to make a bracelet that represents their first initial and last initial in binary
- Empowerment exercise; students will listen to an empowerment talk and follow up with a post-it that describes the thing they feel they do well

Workshops

These workshops are done on rotation throughout the day to give students the opportunity to experience each one. Industry professionals and college mentors help to run the rooms where the workshops are held.

- Digital crime scene & forensics lab
 - Students walk through a crime scene and gather digital evidence in the form of thumb drives, cell phones, etc.
 - After gathering evidence, students go to the forensic lab to analyze evidence using OS Forensics based on a given scenario in which pictures of rhinoceros and sailboats are deemed illegal
- A+ workshop
 - Students work to dis-assemble and then re-assemble a desktop computer
- Web design
 - Students are given a Wix account with a theme pre-selected
 - Students create 2 pages on the Wix site about personal cyber wellness topics
 - Students use pre-selected images and websites as resources for the site pages

Project Component: Develop ITTP Level 1 Course Additions

Identified colleges, with the exception of a course that is aligned with the CompTIA A+ certification, has all of the other necessary courses that will enable its students to achieve the Information Technology Technician Pathway (ITTP) Level 1 designation. Colleges will develop the curriculum necessary that is aligned with the CompTIA IT Fundamentals and A+ certifications.

Selected Colleges:

- Santa Ana College

- Santiago Canyon College

Deliverables:

- A. Review the curriculum the selected College currently has in place that aligns with the IT Technician Pathway Level I by February 2018.
- B. Send Notice of Intent to the LA/OC regional consortium by February/March 2018.
- C. Write course curriculum for the following two (2) courses by February/March, 2018.
 - a. A new course that is aligned with the CompTIA IT Fundamentals certification's exam objectives that will serve as a foundational course designed to prepare students for entry into the Information and Communication Technology Essentials course (ITIS 110).
 - b. A new course titled Information and Communication Technology Essentials that is designed to both contain content associated with the exam objectives for the certification exams associated with the CompTIA A+ certifications and is aligned with the ITIS 110 C-ID designated course.
- D. Take these new courses and certificates through the College's Curriculum Approval Process by May 2018.
- E. Have the approved curriculum for the ITIS 110 designated course submitted to the State for C-ID review and approval by May 2018.
- F. Submit courses for Chancellor's Office Approval by May 2018 or as soon as C-ID approval is received.

Project Component: CyberPatriot Coordination

Coordinators will receive guidance and oversight from CIM faculty while working with mentors, students, and others to promote cyber competition involvement. Coordinators will be primarily responsible for running the CyberPatriot program at the College and will also work on promoting and coordinating other cyber competitions and events at the College. Coordinators will be expected to contribute to the regional competition curriculum and work with the Regional CyberPatriot Coordinator to develop and implement best practices for events.

Although coordinators will often work individually and will receive input from a variety of constituency groups, they should seek guidance and oversight from the CIM faculty under the direction of the Dean.

Selected Colleges:

- Irvine Valley College

Deliverables:

- Coordinate CyberPatriot training and competition events
- Assist with coordination and development of mentors
- Assist coaches with registration and invoice processes
- Locate and coordinate volunteers for cyber events
- Provide IVC CyberPatriot numbers to the Regional Coordinator
- Coach, promote, organize, and coordinate various cyber competitions (e.g. NCL, WRCCDC)
- Work with Regional Coordinator to develop annual calendar of CyberPatriot training and competition events
- Coordinate event activities including volunteers, mentors, supplies, food, badges, and clean up
- Help with college outreach activities and seek new opportunities to engage possible students
- Develop lab concepts and implement competition training environments with oversight and guidance from faculty
- Prepare preliminary budget and draft for approval
- Process paperwork for events and activities, including liability and media release forms

Project Component: Orange County Mayors' Cyber Cup

Activities coordination for the Orange County Mayors' Cup, to be held at Coastline Community College in April 2018. The competition will be coordinated with two to three other competitions to be held in Sacramento and possibly California's Central Valley. Cyber competition will involve 8-10 high school teams located in cities across Orange County.

Competition will be designed to duplicate last year's Sacramento Mayor's Cup, utilizing a yet to be chosen framework. This cross-regional event will be utilized to serve as identifying student teams from the Region's high schools who will advance to a subsequent Statewide competition.

Project Component: IT Fundamentals Course Curriculum

Prepare curriculum, lesson plans, and labs associated with the above described course. Content is defined as:

Course Outline:

- Lesson 1: Identifying computer hardware
- Lesson 2: Identifying computer software
- Lesson 3: Setting up a basic workstation
- Lesson 4: Configuring network access
- Lesson 5: Working with files, folders and applications
- Lesson 6: Configuring and using wireless devices
- Lesson 7: Securing computing devices
- Lesson 8: Supporting computers and users

Deliverables per lesson:

- Guiding powerpoint
- 2 quizzes
- 1 test
- Minimum 1 project idea

Teach a five (5) day class at the WASTC Summer Faculty Development at Coastline Community College, scheduled for June 2018.

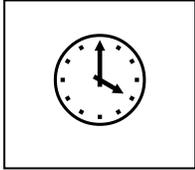


RSCCD's Investment

This is a fixed bid project. SynEd makes every attempt to be as accurate and professional as possible in the bidding process. Should the scope or requirements of this project change, whether by customer request or by items uncovered by SynEd, SynEd will issue a request for a change order which must be approved by customer before proceeding.

Task	Amount	Notes
ITIS (C-ID) Course Alignment Project	\$21,840.00	
Cyber Girls Project	\$12,000.00	
Development of ITTP Level 1 Course Additions	\$7,200.00	
CyberPatriot Coordination	\$14,200.00	
Orange County Mayors' Cyber Cup	\$6,000.00	
IT Fundamentals Course Curriculum	\$9,600.00	
Total Cost	\$70,840.00	

Preliminary Project Schedule



This section proposes a project schedule. This schedule is preliminary and will most likely be adjusted for actual dates before or after the project is approved.

Sign Letter of Engagement

Client will provide an executed contract on or before **February 27, 2018**.

Commence work on project

Work on the project will commence on **February 27, 2018**.

Final Deliverable

The project will be delivered, fully tested and deployed on or before

March 31, 2018.

NOTE: Delays in getting content or approvals will cause these proposed dates to be extended by the length of the delay.

Appendix A

ABOUT SYNED

SynED is a non-profit organization providing higher education professional services to facilitate development of new models of curriculum delivery, industry alliance and service in an increasingly complex and rapidly changing environment.

Our network of professionals provides services and support to help you get things done that your staff and faculty do not have the expertise or bandwidth to do. We help you leverage your existing resources and initiatives while adding the people, processes and technology needed to achieve your goals and maximize your outcomes.

We identify emerging best practices for effective articulation between employers, jobseekers and education providers. We identify issues, processes and technologies based on evidence and identify goals and objectives that meet the needs of your stakeholders.

Our Current Projects and Initiatives include:

- Managing Business Processes
- Project Management
- Program Marketing and Outreach
- Advisory Panels Round Tables and Focus Groups
- Case Studies and Advisory Reports
- Environmental Scans and Needs Assessments
- Micro Credential Implementation
- Vendor Capabilities Assessment and Specification
- Professional Development
- Communication and Marketing Analysis
- Scholarship Development
- EdTech proof of concept development

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Sub-Agreements between RSCCD and Butte-Glenn, Chaffey, El Camino, Riverside, San Diego, State Center and Solano Community College Districts for the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community College Chancellor's Office's CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

ANALYSIS

The Chancellor's Office has allocated \$440,000 to each Sector Navigator in the state to support Industry Sector Projects in Common throughout the state, that focus on developing industry-informed career pathways that prepare students for jobs needed within the regional labor markets. Sector Navigators are industry experts who work state-wide to identify workforce trends, share educational best practices, and develop connection opportunities between businesses/employers and the colleges.

Sector Navigator	Host Organization	Agreement Number
Advanced Manufacturing	El Camino CCD	DO-18-2220-144
Advanced Transportation & Renewables	San Diego CCD	DO-18-2220-147
Agriculture, Water & Environmental Technologies	State Center CCD	DO-18-2220-145
Energy, Utilities and Construction	Chaffey CCD	DO-18-2220-151
Global Trade & Logistics	Riverside CCD	DO-18-2220-146
Health	Butte-Glenn CCD	DO-18-2220-150
Life Sciences/Biotech	San Diego CCD	DO-18-2220-148
Retail/Hospitality/Tourism	El Camino CCD	DO-18-2220-143
Small Business	Solano County CCD	DO-18-2220-149
<i>As the Sector Navigator for ICT/Digital Media is hosted by Rancho Santiago CCD the \$440,000 allocation will be developed as a budget in Datatel.</i>		

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

It is recommended that the Board approve these sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$3,960,000.00 (grant-funded)	Board Date: February 26, 2018
Prepared by: Sarah Santoyo, Executive Director, Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
EL CAMINO COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and El Camino Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the Sector Navigator for Advanced Manufacturing. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from February 26, 2018 through December 31, 2018.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$440,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*), approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment

Ninety percent (90%) of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for that disbursement. Final payment of the remaining 10% shall be contingent upon approval by the PRIME SPONSOR. Payments to the SUBCONTRACTOR may not exceed the amount listed above under Article I.3. "Total Costs."

6. Invoices

To receive the first payment, the SUBCONTRACTOR must submit an invoice that includes a description of the plan for ISPICS projects. RSCCD may request back-up documentation, if required to adhere to compliance terms and standards. Final payment is contingent upon completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon the PRIME SPONSORS approval of a final report, if required by the PRIME SPONSOR. Invoices should be submitted to the following:

Rancho Santiago Community College District
ATTN: Sarah Santoyo
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, as requested by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD or PRIME SPONSOR in a timely manner.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and RSCCD.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR or RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to the PRIME SPONSOR or RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or

employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the PRIME SPONSOR and/or RSCCD. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Jose Anaya, Sector Navigator
El Camino College
13430 Hawthorne Blvd.
Hawthorne, CA 90250
(310) 973-3163, janaya@elcamino.edu

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *El Camino
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: February 26, 2018

95-6001060

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

EXHIBIT A

Sector Navigator Scope of Work for Industry Sector Projects-in-Common

Background

A number of Strong Workforce Recommendations were identified that had economy of scale for “projects in-common” across all regions, including the Strong Workforce Recommendation to *Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market.* These projects are referred to as “**industry sector projects in-common**” (ISPIC) across the state or in multi-regions. Existing **Sector Navigator (SN)** and Deputy Sector Navigator (DSN) investments have provided effective practices for addressing this recommendation and a number of the goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

In order to identify opportunities that bring SN and DSN seeded programs to scale, the SNs have been asked to collaborate with colleges and Regional Consortiums. The SN would be able to match a SWP investment from a regional or local share with Industry Sector Projects in Common (Sector Projects) funding. Each Sector Navigator will have up to \$400,000 to subscribe for leveraging with regional or local share SWP funds.

ISPIC opportunities will be identified and provided by Sector Navigators (SN). These opportunities will help our regions and colleges optimize their Strong Workforce Program funds. By co-investing in data-backed programs colleges will be able to further plans, and bring about targeted student outcomes. We encourage colleges, regions, SNs, and DSNs to focus on the six ambitious goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

Chancellor’s Office Expectations

- Regional Consortia’s fully integrate ISPIC into their regional planning and deliberations regarding SWP regional priorities.
- All SNs, on behalf of their sector will populate a final version of the template provided by the Chancellor’s Office with their final ISPICS.
- ISPICs will be "rolled up" into a comprehensive list of ISPICs by sector, which RCs will use to communicate within regions.
- Once we have a list of ISPICs:
 - RCs first communicate ISPICs to CEOs/CIOs/CTE Deans within their regions;
 - SNs communicate broadly as necessary to garner support; and
 - DSNs communicate to relevant faculty/other stakeholders within their regions
- The Team encourages SNs to consider limiting the number of ISPICs per sector to max 3-4
- SNs will convene calls with interested partners, to develop ISPICs in a manner that is most suitable for their sector and partner colleges.
- During term of their ISPIC funding the SN, in collaboration with the DSNs that share their sector, will manage their sector projects; which will entail:

- Holding partners accountable regarding expending resources on agreed upon budget and strategy.
- Participating in future reporting requirements.

Funding Criteria

Automatic

ISPICS projects must entail the following:

1. Two or more regions;
2. A college or Regional Consortia provides a match with their Strong Workforce Program funds¹;
3. Data driven evidence of the effectiveness of the proposed Sector Project;
4. A supply and demand justification for the proposed regions; and
5. SWP Measures driven strategy with projected outcomes

Requiring WEDD Approval

Should a Sector not meet the *Automatic* threshold, an SN on behalf of their sector may seek their Monitor's Dean's approval for a Sector Project. The threshold provided below is in acknowledgement that SNs and DSNs help the community college system engage and respond rapidly when new technologies, processes, or policies have a rapid impact on the industries they serve. *These early interventions are often where new instructional resources are developed and traditional programs become updated.* They often start with incumbent worker or administrator level training, but may take a while to incorporate into credit programs. For consideration by the assigned dean, the proposal must include the following:

1. Two or more regions;
2. Supply and demand justification for each region;
3. SWP measures driven strategy;
4. Private sector match; and
5. Demonstrated emergent industry sector need

¹ **The SWP** is the principal emphasis regarding leveraging resources, however, college and regional match funds may be used; such as Adult Education Block Grant funds, Carl D. Perkins CTE funds, and other college funding.

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SAN DIEGO COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and San Diego Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the Sector Navigator for Advanced Transportation & Renewables. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from February 26, 2018 through December 31, 2018.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$440,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*), approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment

Ninety percent (90%) of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for that disbursement. Final payment of the remaining 10% shall be contingent upon approval by the PRIME SPONSOR. Payments to the SUBCONTRACTOR may not exceed the amount listed above under Article I.3. "Total Costs."

6. Invoices

To receive the first payment, the SUBCONTRACTOR must submit an invoice that includes a description of the plan for ISPICS projects. RSCCD may request back-up documentation, if required to adhere to compliance terms and standards. Final payment is contingent upon completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon the PRIME SPONSORS approval of a final report, if required by the PRIME SPONSOR. Invoices should be submitted to the following:

Rancho Santiago Community College District
ATTN: Sarah Santoyo
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, as requested by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD or PRIME SPONSOR in a timely manner.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and RSCCD.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR or RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to the PRIME SPONSOR or RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or

employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the PRIME SPONSOR and/or RSCCD. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Peter Davis, Sector Navigator
(619) 473-0090
outrchpd@me.com

Mailing Address:

San Diego Miramar College
Dean, Business Technical Careers & Workforce Initiatives
10440 Black Mountain Road
San Diego, CA 92126

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers'

Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: *San Diego Community College District*

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

By: _____
Name: _____
Title: _____
Date: _____

Board Approval Date: February 26, 2018

95-2644299
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

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Sector Navigator Scope of Work for Industry Sector Projects-in-Common

Background

A number of Strong Workforce Recommendations were identified that had economy of scale for “projects in-common” across all regions, including the Strong Workforce Recommendation to *Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market*. These projects are referred to as “**industry sector projects in-common**” (ISPIC) across the state or in multi-regions. Existing **Sector Navigator (SN)** and Deputy Sector Navigator (DSN) investments have provided effective practices for addressing this recommendation and a number of the goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

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¹ **The SWP** is the principal emphasis regarding leveraging resources, however, college and regional match funds may be used; such as Adult Education Block Grant funds, Carl D. Perkins CTE funds, and other college funding.

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
STATE CENTER COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and State Center Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the Sector Navigator for Agriculture, Water & Environmental Technologies. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

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SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

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4. Budget

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Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and RSCCD.

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SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

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SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to the PRIME SPONSOR or RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

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15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or

losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

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18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Nancy Gutierrez, Sector Navigator
Reedley College
995 N. Reed Ave.
Reedley, CA 93654
(559) 637-2530, nancy.gutierrez@reedleycollege.edu

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *State Center
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: February 26, 2018

94-1574802

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

EXHIBIT A

Sector Navigator Scope of Work for Industry Sector Projects-in-Common

Background

A number of Strong Workforce Recommendations were identified that had economy of scale for “projects in-common” across all regions, including the Strong Workforce Recommendation to *Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market.* These projects are referred to as “**industry sector projects in-common**” (ISPIC) across the state or in multi-regions. Existing **Sector Navigator (SN)** and Deputy Sector Navigator (DSN) investments have provided effective practices for addressing this recommendation and a number of the goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

In order to identify opportunities that bring SN and DSN seeded programs to scale, the SNs have been asked to collaborate with colleges and Regional Consortiums. The SN would be able to match a SWP investment from a regional or local share with Industry Sector Projects in Common (Sector Projects) funding. Each Sector Navigator will have up to \$400,000 to subscribe for leveraging with regional or local share SWP funds.

ISPIC opportunities will be identified and provided by Sector Navigators (SN). These opportunities will help our regions and colleges optimize their Strong Workforce Program funds. By co-investing in data-backed programs colleges will be able to further plans, and bring about targeted student outcomes. We encourage colleges, regions, SNs, and DSNs to focus on the six ambitious goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

Chancellor’s Office Expectations

- Regional Consortia’s fully integrate ISPIC into their regional planning and deliberations regarding SWP regional priorities.
- All SNs, on behalf of their sector will populate a final version of the template provided by the Chancellor’s Office with their final ISPICS.
- ISPICs will be "rolled up" into a comprehensive list of ISPICs by sector, which RCs will use to communicate within regions.
- Once we have a list of ISPICs:
 - RCs first communicate ISPICs to CEOs/CIOs/CTE Deans within their regions;
 - SNs communicate broadly as necessary to garner support; and
 - DSNs communicate to relevant faculty/other stakeholders within their regions
- The Team encourages SNs to consider limiting the number of ISPICs per sector to max 3-4
- SNs will convene calls with interested partners, to develop ISPICs in a manner that is most suitable for their sector and partner colleges.
- During term of their ISPIC funding the SN, in collaboration with the DSNs that share their sector, will manage their sector projects; which will entail:

- Holding partners accountable regarding expending resources on agreed upon budget and strategy.
- Participating in future reporting requirements.

Funding Criteria

Automatic

ISPICS projects must entail the following:

1. Two or more regions;
2. A college or Regional Consortia provides a match with their Strong Workforce Program funds¹;
3. Data driven evidence of the effectiveness of the proposed Sector Project;
4. A supply and demand justification for the proposed regions; and
5. SWP Measures driven strategy with projected outcomes

Requiring WEDD Approval

Should a Sector not meet the *Automatic* threshold, an SN on behalf of their sector may seek their Monitor's Dean's approval for a Sector Project. The threshold provided below is in acknowledgement that SNs and DSNs help the community college system engage and respond rapidly when new technologies, processes, or policies have a rapid impact on the industries they serve. *These early interventions are often where new instructional resources are developed and traditional programs become updated.* They often start with incumbent worker or administrator level training, but may take a while to incorporate into credit programs. For consideration by the assigned dean, the proposal must include the following:

1. Two or more regions;
2. Supply and demand justification for each region;
3. SWP measures driven strategy;
4. Private sector match; and
5. Demonstrated emergent industry sector need

¹ **The SWP** is the principal emphasis regarding leveraging resources, however, college and regional match funds may be used; such as Adult Education Block Grant funds, Carl D. Perkins CTE funds, and other college funding.

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CHAFFEY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Chaffey Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the Sector Navigator for Energy, Construction & Utilities. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from February 26, 2018 through December 31, 2018.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$440,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*), approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment

Ninety percent (90%) of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for that disbursement. Final payment of the remaining 10% shall be contingent upon approval by the PRIME SPONSOR. Payments to the SUBCONTRACTOR may not exceed the amount listed above under Article I.3. "Total Costs."

6. Invoices

To receive the first payment, the SUBCONTRACTOR must submit an invoice that includes a description of the plan for ISPICS projects. RSCCD may request back-up documentation, if required to adhere to compliance terms and standards. Final payment is contingent upon completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon the PRIME SPONSORS approval of a final report, if required by the PRIME SPONSOR. Invoices should be submitted to the following:

Rancho Santiago Community College District
ATTN: Sarah Santoyo
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, as requested by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD or PRIME SPONSOR in a timely manner.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and RSCCD.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR or RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to the PRIME SPONSOR or RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or

employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the PRIME SPONSOR and/or RSCCD. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Jim Caldwell, Sector Navigator
Chaffey College
13170 Seventh Street
Chino, CA 91710
(925) 899-2665, jcaldwell@workforceincubator.com

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Chaffey Community
College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: February 26, 2018

95-6000558

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

EXHIBIT A

Sector Navigator Scope of Work for Industry Sector Projects-in-Common

Background

A number of Strong Workforce Recommendations were identified that had economy of scale for “projects in-common” across all regions, including the Strong Workforce Recommendation to *Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market.* These projects are referred to as “**industry sector projects in-common**” (ISPIC) across the state or in multi-regions. Existing **Sector Navigator (SN)** and Deputy Sector Navigator (DSN) investments have provided effective practices for addressing this recommendation and a number of the goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

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**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Riverside Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the Sector Navigator for Global Trade & Logistics. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or

employees.

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Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

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All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

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Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Jeff Williamson, Sector Navigator
Riverside Community College District
3801 Market Street
Riverside, CA 92501
(951) 571-6458, jeff.williamson@rccd.edu

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Riverside
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: February 26, 2018

33-0831357

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

EXHIBIT A

Sector Navigator Scope of Work for Industry Sector Projects-in-Common

Background

A number of Strong Workforce Recommendations were identified that had economy of scale for “projects in-common” across all regions, including the Strong Workforce Recommendation to *Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market.* These projects are referred to as “**industry sector projects in-common**” (ISPIC) across the state or in multi-regions. Existing **Sector Navigator (SN)** and Deputy Sector Navigator (DSN) investments have provided effective practices for addressing this recommendation and a number of the goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

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ISPIC opportunities will be identified and provided by Sector Navigators (SN). These opportunities will help our regions and colleges optimize their Strong Workforce Program funds. By co-investing in data-backed programs colleges will be able to further plans, and bring about targeted student outcomes. We encourage colleges, regions, SNs, and DSNs to focus on the six ambitious goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

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4. Private sector match; and
5. Demonstrated emergent industry sector need

¹ **The SWP** is the principal emphasis regarding leveraging resources, however, college and regional match funds may be used; such as Adult Education Block Grant funds, Carl D. Perkins CTE funds, and other college funding.

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Butte-Glenn Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the Sector Navigator for Health. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from February 26, 2018 through December 31, 2018.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$440,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*), approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

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To receive the first payment, the SUBCONTRACTOR must submit an invoice that includes a description of the plan for ISPICS projects. RSCCD may request back-up documentation, if required to adhere to compliance terms and standards. Final payment is contingent upon completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon the PRIME SPONSORS approval of a final report, if required by the PRIME SPONSOR. Invoices should be submitted to the following:

Rancho Santiago Community College District
ATTN: Sarah Santoyo
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Santa Ana, CA 92706
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9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and RSCCD.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

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SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to the PRIME SPONSOR or RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

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SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

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SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or

employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the PRIME SPONSOR and/or RSCCD. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 350
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(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Linda Zorn, Sector Navigator
Butte College
Skyway Center – Economic & Workforce Development
3536 Butte Campus Drive
Oroville, CA 95965
(530) 879-9069, zornli@butte.edu

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Butte-Glenn
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: February 26, 2018

94-1637174

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

EXHIBIT A

Sector Navigator Scope of Work for Industry Sector Projects-in-Common

Background

A number of Strong Workforce Recommendations were identified that had economy of scale for “projects in-common” across all regions, including the Strong Workforce Recommendation to *Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market.* These projects are referred to as “**industry sector projects in-common**” (ISPIC) across the state or in multi-regions. Existing **Sector Navigator (SN)** and Deputy Sector Navigator (DSN) investments have provided effective practices for addressing this recommendation and a number of the goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

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AND
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(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Sandra Slivka, Sector Navigator
San Diego Community College Grants and Contracts
3375 Camino Del Rio South
San Diego, CA 92108
(619) 388-7490, sslivka@sdccd.edu

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

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ARTICLE II

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This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *San Diego
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____
Date: _____

Board Approval Date: February 26, 2018

95-2644299

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

EXHIBIT A

Sector Navigator Scope of Work for Industry Sector Projects-in-Common

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A number of Strong Workforce Recommendations were identified that had economy of scale for “projects in-common” across all regions, including the Strong Workforce Recommendation to *Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market.* These projects are referred to as “**industry sector projects in-common**” (ISPIC) across the state or in multi-regions. Existing **Sector Navigator (SN)** and Deputy Sector Navigator (DSN) investments have provided effective practices for addressing this recommendation and a number of the goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

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ISPIC opportunities will be identified and provided by Sector Navigators (SN). These opportunities will help our regions and colleges optimize their Strong Workforce Program funds. By co-investing in data-backed programs colleges will be able to further plans, and bring about targeted student outcomes. We encourage colleges, regions, SNs, and DSNs to focus on the six ambitious goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

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1. Two or more regions;
2. Supply and demand justification for each region;
3. SWP measures driven strategy;
4. Private sector match; and
5. Demonstrated emergent industry sector need

¹ **The SWP** is the principal emphasis regarding leveraging resources, however, college and regional match funds may be used; such as Adult Education Block Grant funds, Carl D. Perkins CTE funds, and other college funding.

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
EL CAMINO COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and El Camino Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the Sector Navigator for Retail/Hospitality/Tourism. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from February 26, 2018 through December 31, 2018.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$440,000.00 USD.

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SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*), approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

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Ninety percent (90%) of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for that disbursement. Final payment of the remaining 10% shall be contingent upon approval by the PRIME SPONSOR. Payments to the SUBCONTRACTOR may not exceed the amount listed above under Article I.3. "Total Costs."

6. Invoices

To receive the first payment, the SUBCONTRACTOR must submit an invoice that includes a description of the plan for ISPICS projects. RSCCD may request back-up documentation, if required to adhere to compliance terms and standards. Final payment is contingent upon completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon the PRIME SPONSORS approval of a final report, if required by the PRIME SPONSOR. Invoices should be submitted to the following:

Rancho Santiago Community College District
ATTN: Sarah Santoyo
2323 North Broadway, Suite 350
Santa Ana, CA 92706
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8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and RSCCD.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR or RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to the PRIME SPONSOR or RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or

employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the PRIME SPONSOR and/or RSCCD. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
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Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Phillip Sutton, Sector Navigator
El Camino College
16007 Crenshaw Blvd.
Torrance, CA 90506
(310) 973-3172, psutton@elcamino.edu

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

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By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: February 26, 2018

95-6001060

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

EXHIBIT A

Sector Navigator Scope of Work for Industry Sector Projects-in-Common

Background

A number of Strong Workforce Recommendations were identified that had economy of scale for “projects in-common” across all regions, including the Strong Workforce Recommendation to *Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market*. These projects are referred to as “**industry sector projects in-common**” (ISPIC) across the state or in multi-regions. Existing **Sector Navigator (SN)** and Deputy Sector Navigator (DSN) investments have provided effective practices for addressing this recommendation and a number of the goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

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Sarah Santoyo
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(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Charles Eason, Sector Navigator
Solano College
4000 Suisun Valley Road
Fairfield, CA 94534
(707) 863-7846, charles.eason@solano.edu

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

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ARTICLE II

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This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Solano County
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: February 26, 2018

94-6002197

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

EXHIBIT A

Sector Navigator Scope of Work for Industry Sector Projects-in-Common

Background

A number of Strong Workforce Recommendations were identified that had economy of scale for “projects in-common” across all regions, including the Strong Workforce Recommendation to *Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market.* These projects are referred to as “**industry sector projects in-common**” (ISPIC) across the state or in multi-regions. Existing **Sector Navigator (SN)** and Deputy Sector Navigator (DSN) investments have provided effective practices for addressing this recommendation and a number of the goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

In order to identify opportunities that bring SN and DSN seeded programs to scale, the SNs have been asked to collaborate with colleges and Regional Consortiums. The SN would be able to match a SWP investment from a regional or local share with Industry Sector Projects in Common (Sector Projects) funding. Each Sector Navigator will have up to \$400,000 to subscribe for leveraging with regional or local share SWP funds.

ISPIC opportunities will be identified and provided by Sector Navigators (SN). These opportunities will help our regions and colleges optimize their Strong Workforce Program funds. By co-investing in data-backed programs colleges will be able to further plans, and bring about targeted student outcomes. We encourage colleges, regions, SNs, and DSNs to focus on the six ambitious goals outlined in the Board of Governor’s recently adopted [Vision for Success](#).

Chancellor’s Office Expectations

- Regional Consortia’s fully integrate ISPIC into their regional planning and deliberations regarding SWP regional priorities.
- All SNs, on behalf of their sector will populate a final version of the template provided by the Chancellor’s Office with their final ISPICS.
- ISPICs will be "rolled up" into a comprehensive list of ISPICs by sector, which RCs will use to communicate within regions.
- Once we have a list of ISPICs:
 - RCs first communicate ISPICs to CEOs/CIOs/CTE Deans within their regions;
 - SNs communicate broadly as necessary to garner support; and
 - DSNs communicate to relevant faculty/other stakeholders within their regions
- The Team encourages SNs to consider limiting the number of ISPICs per sector to max 3-4
- SNs will convene calls with interested partners, to develop ISPICs in a manner that is most suitable for their sector and partner colleges.
- During term of their ISPIC funding the SN, in collaboration with the DSNs that share their sector, will manage their sector projects; which will entail:

- Holding partners accountable regarding expending resources on agreed upon budget and strategy.
- Participating in future reporting requirements.

Funding Criteria

Automatic

ISPICS projects must entail the following:

1. Two or more regions;
2. A college or Regional Consortia provides a match with their Strong Workforce Program funds¹;
3. Data driven evidence of the effectiveness of the proposed Sector Project;
4. A supply and demand justification for the proposed regions; and
5. SWP Measures driven strategy with projected outcomes

Requiring WEDD Approval

Should a Sector not meet the *Automatic* threshold, an SN on behalf of their sector may seek their Monitor's Dean's approval for a Sector Project. The threshold provided below is in acknowledgement that SNs and DSNs help the community college system engage and respond rapidly when new technologies, processes, or policies have a rapid impact on the industries they serve. *These early interventions are often where new instructional resources are developed and traditional programs become updated.* They often start with incumbent worker or administrator level training, but may take a while to incorporate into credit programs. For consideration by the assigned dean, the proposal must include the following:

1. Two or more regions;
2. Supply and demand justification for each region;
3. SWP measures driven strategy;
4. Private sector match; and
5. Demonstrated emergent industry sector need

¹ **The SWP** is the principal emphasis regarding leveraging resources, however, college and regional match funds may be used; such as Adult Education Block Grant funds, Carl D. Perkins CTE funds, and other college funding.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Second Amendment to the Sub-Agreement between RSCCD and San Joaquin Delta Community College District for the Career Technical Education (CTE) Data Unlocked Initiative Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community College Chancellor's Office's CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

ANALYSIS

The California Community Colleges Chancellor's Office approved an amendment to the Scope of Work for San Joaquin Delta Community College District to implement additional activities for the CTE Data Unlocked initiative: including integration and development of a research data warehouse, creation of analytic models, tool creation, and outreach to K-12 feeder districts. The amended Scope of Work entails a corresponding increase to the Total Cost to \$730,000 consisting of \$130,000 for the original scope of work and \$600,000 for the expanded scope of work, as well as an extension of the term by changing the end date of the Agreement from 12/31/17 to 6/30/18. This 2nd Amendment is to revise Exhibit A to include a detailed budget justification for the Expanded Scope of Work that was the subject of the 1st Amendment.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

It is recommended that the Board approve this amendment to the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: none	Board Date: February 26, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**2nd AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT**

This **2nd Amendment** to the grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT (hereinafter “SUBCONTRACTOR”), to amend that certain Agreement, DO-16-2220-08, between the Parties that commenced on June 1, 2016. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges;

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, the PRIME SPONSOR and SUBCONTRACTOR have agreed to modify the Scope of Work, increase the Total Cost, and extend the Period of Performance of the Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

Item 1. Statement of Work is amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A and Exhibit A, Extended Scope of Work, October 2017, and Exhibit A, 2nd Amendment: detailed budget for Extended Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this 2nd AMENDMENT, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this 2nd AMENDMENT to the Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *San Joaquin Delta
Community College District*

By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: February 26, 2018

By: _____

Name: _____

Title: _____

Date: _____

94-1044400

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A, 2nd Amendment: detailed budget for Extended Scope of Work

San Joaquin Delta
Community College District
CONTRACT NUMBER
Amendment # 1
6-10
Perez x5820 11/1/17

**1st AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT**

This 1st Amendment to the grant sub-agreement (hereinafter “Agreement”) is entered into on this 23rd day of October, 2017, between Rancho Santiago Community College District (hereinafter “RSCCD”) and SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT (hereinafter “SUBCONTRACTOR”), to amend that certain Agreement, DO-16-2220-08, between the Parties that commenced on June 1, 2016. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges;

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, the PRIME SPONSOR and SUBCONTRACTOR have agreed to modify the Scope of Work, increase the Total Cost, and extend the Period of Performance of the Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

Item 1. Statement of Work is amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A and Exhibit A, Extended Scope of Work, October 2017*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

Item 2. Period of Performance is amended as follows:

2. Period of Performance

The period of performance for this Agreement shall be from June 1, 2016 through June 30, 2018.

Item 4. Total Cost is amended as follows:

4. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$730,000, which consists of \$130,000 for the original scope of work and \$600,000 for the amended scope of work.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this 1st AMENDMENT, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this 1st AMENDMENT to the Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: 
Name: Peter J. Hardash
Vice Chancellor
Title: Business Operations/Fiscal Services
Date: 10/23/17
Board Approval Date: October 23, 2017

SUBCONTRACTOR: San Joaquin Delta
Community College District

By: 
Name: Jeff Menze
Title: VP of Administrative Service
Date: 11/2/2017
94-1044400
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A, *revised October 2017*: Scope of Work and Budget

EXHIBIT A

Objective	Tasks	Responsible	Phase 1	Phase 2	TOTALS
Training Support for Regional Workshops	Attend Monthly Executive Meetings	EVP (1); Assistant (1)	EVP (2 hours x 2 and 6 hours x 2); Assistant (1.5 hour)	EVP (2 hours x 6 and 6 hours x 6); Assistant (3.5 hours)	
	Attend IEPI Workshops	EVP (2); VP of Technology (1); Help Desk/Data Analyst (1); Senior Research and Data Analyst (1); Sr. Director of Data Science (1); Research and Data Analyst (1); Outreach Specialist (1); Outreach and Data Recruit Specialist (2); Assistant (1)	10 Trainings; EVP (6 hours x 3); EVP (6 hours x 2); Outreach Specialist (10 hours x 6); VP of Technology (6 hours x 1); Help Desk/Data Analyst (22); Senior Research and Data Analyst (6 hours x 2); Research and Data Analyst (6 hours x 2); Sr. Director of Data Science (6 hours x 1); Outreach and Data Recruit Specialist (8 hours x 5); Assistant (10.5 hours) Travel = \$5,967		
	Present LaunchBoard at event(s)	EVP (1); Outreach Specialist (1); Outreach and Data Recruit Specialist (2)	1 Event - EVP (3 hours); Outreach Specialist (3 hours x 1); Outreach and Data Recruit Specialist (3 hours x 2)	1 Event - EVP (3 hours); Outreach Specialist (3 hours x 1); Outreach and Data Recruit Specialist (3 hours x 2)	
Category Total			\$43,000	\$4,859	\$47,859
Train LaunchBoard Fellows	TA Fellows training	Outreach Specialist (1); EVP (2)	1 Training; Outreach Specialist (6 hours x 1); EVP (6 hours x 1)		
	IEPI Teams and Key Talent training	Outreach Specialist (1); EVP(2)		2 Training; Outreach Specialist (6 hours x 2); EVP (6 hours x 2) Travel = \$995	
	Technical assistance to TA Fellows, IEPI Teams, and Key Talent as needed	President (1); EVP (2); VP of Technology (1); Help Desk/Data Analyst (1); Senior Research and Data Analyst (1); Sr. Director of Data Science (1); Outreach Specialist (1); Outreach and Data Recruit Specialist (2)	President (1 hour); EVP (1 hour x 2); VP of Technology (2 hours); Help Desk/Data Analyst (4 hours); Senior Research and Data Analyst (1 hour); Sr. Director of Data Science (1 hour); Outreach Specialist (4 hours); Outreach and Data Recruit Specialist (4 hours x 2)	President (1 hour); EVP (1 hour x 2); VP of Technology (2 hours); Help Desk/Data Analyst (8 hours); Senior Research and Data Analyst (1 hour); Sr. Director of Data Science (1 hour); Outreach Specialist (4 hours); Outreach and Data Recruit Specialist (4 hours x 2)	
Category Total			\$4,500	\$9,668	\$14,168
Train Power-Users	Power-Users training	President (1); EVP (2); VP of Technology (1); Help Desk/Data Analyst (1); Senior Research and Data Analyst (1); Sr. Director of Data Science (1); Research and Data Analyst (1); Outreach Specialist (1); Outreach and Data Recruit Specialist (2)		10 Trainings; President (1 hour); EVP (6 hours x 3); EVP (6 hours x 2); Outreach Specialist (10 hours x 6); VP of Technology (6 hours x 1); Help Desk/Data Analyst (18); Senior Research and Data Analyst (6 hours x 2); Research and Data Analyst (6 hours x 2); Sr. Director of Data Science (6 hours x 1); Outreach and Data Recruit Specialist (8 hours x 5); Assistant (10.5 hours) Travel = \$1,989	

EXHIBIT A

Tr	Technical assistance to Power-users as needed	EVP (2); VP Leadership (1); VP of Technology (1); Help Desk/Data Analyst (1); Senior Research and Data Analyst (1); Sr. Director of Data Science (1); Outreach Specialist (1); Outreach and Data Recruit Specialist (2)	EVP (1 hour x 2); VP Leadership (5); VP of Technology (2 hours); Help Desk/Data Analyst (4 hours); Senior Research and Data Analyst (1 hour); Sr. Director of Data Science (1 hour); Outreach Specialist (4 hours); Outreach and Data Recruit Specialist (4 hours x 2)	EVP (1 hour x 2); VP Leadership (5); VP of Technology (2 hours); Help Desk/Data Analyst (8 hours); Senior Research and Data Analyst (1 hour); Sr. Director of Data Science (1 hour); Outreach Specialist (4 hours); Outreach and Data Recruit Specialist (4 hours x 2)	
		Category Total	\$3,500	\$9,463	\$12,963
Technical Assistance	Review applications for CTE Data Unlocked TA Fellows	EVP (1)	Review 28 Applications (7 hours); 1 Meeting (1 hour)		
	Technical Assistance of IEPI trainings	Help Desk/Data Analyst(1)	1 hour x 10 trainings Travel = \$995		
	Technical Assistance for Power-User trainings	Help Desk/Data Analyst(1)		1 hour x 10 trainings Travel = \$1,989	
	Technical Assistance to Colleges as needed	President (1); EVP (2); VP of Technology (1); VP Leadership (1); Help Desk/Data Analyst (1); Senior Research and Data Analyst (1); Sr. Director of Data Science (1); Research and Data Analyst (1); Outreach Specialist (1); Outreach and Data Recruit Specialist (2)		President (2 hours); EVP - 4 x 2; VP Leadership (10); VP of Technology (10); Help Desk/Data Analyst (40); Senior Research and Data Analyst (10); Sr. Director of Data Science (10 hours); Research and Data Analyst (10); Outreach Specialist (20 hours); Outreach and Data Recruit Specialist (31.5 hours x 2)	
		Category Total	\$4,400	\$18,415	\$22,815
Tool Development	Determine feasibility of implementing requested modifications to the LaunchBoard tool from the field	ERP EVP (2), VP of Technology (1), Sr. Director of Data Science (1), Sr. Data Analyst (1), Programmer (1); IT Technician (1); Research and Data Analyst (1)	1 meeting; ERP EVP (1 hour x 2), Sr. Director of Data Science (1 hour), and VP of Technology (1 hour); Sr. Data Analyst (1), Programmer (1); IT Technician (1); Research and Data Analyst (1)	3 meetings; ERP EVP (1 hour x 2 x 3), Sr. Director of Data Science (1 hour x 3); VP of Technology (1 hour x 3); Sr. Data Analyst (1 hour x 3); Programmer (1 hour x 3); IT Technician (1 hour x 3); Research and Data Analyst (1 hour x 3)	
	Integrate feasible requested modifications to improve usability and data integration	VP of Technology (1), Sr. Director of Data Science (1), Sr. Data Analyst (1), Programmer (1); IT Technician (1); Research and Data Analyst (1)	Analysis and Programming: VP of Technology (20), Sr. Director of Data Science (10), Sr. Data Analyst (40), Programmer (30); IT Technician (10); Research and Data Analyst (5)	Analysis and Programming: VP of Technology (10), Sr. Director of Data Science (10), Sr. Data Analyst (25), Programmer (10); IT Technician (10); Research and Data Analyst (5)	
		Category Total	\$3,600	\$18,355	\$21,955
		Project Implementation Total	\$59,000	\$60,760	\$119,760
Other Operation & Implementation Costs					\$10,240
TOTAL PROJECT					\$130,000

San Joaquin Delta		Community College District	
CONTRACT		Amendment #1	
NUMBER	16-10		
Perez	x5820	10/3/17	

Scope: Extended Scope of Work, rev. October 2017

Funding Source: CTE Data Unlocked

RFA Specification Number:

Funding Fiscal Year: 17/18

Funds: \$600,000

Contractor/Subcontractor contact information:

Name: Minerva Perez

Company: San Joaquin Delta College

Address: 5151 Pacific Ave., Stockton, CA 95207

Email: mperez@deltacollege.edu

Phone: (209) 954-5820

Year one:

Payment Schedule

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.
- Grantee may submit request for progress payments at the time that year-to-date quarterly and expenditures reports are submitted pursuant to section 4 of this Article. Payment will be made after review and approval of the quarterly reports by the Chancellor's Office. Progress payment(s) can only be made up to 90% of the total grant amount as the last 10% is withheld pending satisfactory performance and submittal of final performance and expenditure reports.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by July 31, 2018. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

Scope

Finalize and deploy a process to integrate multiple measures outputs including the application of self-reported data, validated non-cognitive variables, and integration of Cal-PASS Plus K-12 data, placement algorithms for placement into the California Community College Chancellor's Office approved data warehouse. This includes integration and development of a research data warehouse, creation of analytic models, tool creation, and outreach to K-12 feeder districts.

Objectives

Utilizing the Cal-PASS Plus system of data, we will continue to support the 70+ pilot colleges for multiple measures for placement. We will also expand the research warehouses capacity for real time placement for students of all 114 California Community Colleges.

5.5 (7)

6.5(11)

Tasks

1. The MMAP data warehouse will be stored in The Lee Belarmino, Sr. District Data Center at San Joaquin Delta College. The data will be on separate hardware from the Cal-PASS Plus infrastructure with minimal data elements required from Cal-PASS Plus to place students. All data will be secured with SHA2-512 encryption practices and available via API with OAuth2.0 security, or secure FTP. Ongoing rebuilds of statewide and local placement models will continue to be generated with new data and new indicators for success. The MMAP data will also be available for overlay over the course/pathway mapper product to simulate course paths based off student's high school placement with removal of remedial coursework when deemed appropriate. Technical assistance will be provided to all current pilot colleges and prospective colleges when required.
2. In addition to the technical aspects of the project webinars and recruitment will run concurrently to migrate all colleges to MMAP for disjunctive placement. The outreach and recruitment of K-12 partners to their feeder colleges will happen regularly for more complete coverage of high school transcript data.
3. Bi-weekly security audits and intrusion protection/intrusion detection logs will be available to partners of the project.
4. Sr. Data Fellow embedded at the Chancellor's Office to serve as the instrument of communication between parties.

Intellectual Property

Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will allow Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to

compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "California Community Colleges, Chancellor's Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.

All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.

All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.

In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising

out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

As a condition of receiving funding from the California Community College Chancellor's Office, educational materials created using those funds should be made available by the grantee under the Creative Commons Attribution License (CC BY) with the following symbol included.



All marketing and advertising will need to carry DWM logo and all Press Releases will need to be approved by the CCCCCO.

Period of Performance

The period of this Agreement is from July 1, 2017 – June 30, 2018

Budget

\$600,000

Through a sub-contract with Rancho Santiago CCD, the Contractor's work will be financially supported.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

CCCCO

By: _____

Print Name: _____

Title: _____

Date: _____

San Joaquin Delta College

By: Kathy Hart

Print Name: Kathy Hart

Title: Superintendent/President

Date: 10/4/2017

Rancho Santiago CCD

By: _____

Print Name: _____

Title: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 13th day of June, 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from June 1, 2016 through December 31, 2017.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$130,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Project Budget (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

Forty percent (40%) of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for that disbursement. Thereafter, RSCCD shall reimburse SUBCONTRACTOR for the cost of the work performed through an invoicing process (see I.6 "Invoices"), up to but not exceeding the amount listed above under Article I.3. "Total Costs".

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. RSCCD may request back-up documentation for expenditure, if required to adhere to compliance terms and standards. Final payment is contingent upon completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon RSCCD's approval of a final report, if required by the PRIME SPONSOR. Invoices should be submitted to the following:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Director of Grants
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, according to the schedule provided by, and as requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and

expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo, Director of Grants
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Name: Minerva Perez Title: Project Director
Address: 5151 Pacific Avenue
City, State Zip: Stockton, CA 95207
Phone: (209) 954-5820 Email: mperez@deltacollege.edu

Additional organizational contacts are listed in the Contact Sheet (*Exhibit B*).

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: Name

By: 
Name: Peter J. Hardash

By: _____
Name: _____

Title: Vice Chancellor
Business Operations/Fiscal Services

Title: _____

Date: _____
6/15/16

Date: _____

Board Approval Date: June 13, 2016

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work and Budget

Exhibit B: Contact Sheet

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14

EXHIBIT A

Chancellor's Office
California Community Colleges

District: Rancho Santiago
College: Rancho Santiago
RFA: 15-197-001

Sub-award: San Joaquin Delta College - Data Unlocked
Phase 1

Object	Classification	Hours	Rate	Total	Requested Funds
1000	Salaries - Instructional				
2000	Salaries - Non-Instructional				\$57,352
	Project Management				
	<i>Jim Lanich, President</i>	2	\$295	590	
	<i>Ken Sorey, Exec. Vice President</i>	35	\$200	7000	
	<i>Holly Fisackerly, VP of Leadership Devel.</i>	10	\$170	1700	
	<i>Kim Nail, CFO</i>	5	125	625	
	Reseach Team				
	<i>Teresa Cummings, Exec. Vice President, Research</i>	45	190	8550	
	<i>John Hetts, Sr. Director Data Science</i>	24	160	3840	
	<i>Alan Chan, Research and Data Analyst</i>	30	100	3000	
	<i>Elliott Rice, Data Analysts</i>	24	85	2040	
	Technology Team				
	<i>Anthony Dalton, VP of Technology</i>	33	160	5280	
	<i>Johnny Barajas, IT Technician</i>	11	85	935	
	<i>Steve Mendoza, Web Programmer</i>	17	95	1615	
	Helpdesk Team				
	<i>Angie Lowe, Help Desk/Data Analyst</i>	60	70	4200	
	Outreach Team				
	<i>Hameed Formoli, Outreach/Data Recruitment</i>	42	60	2520	
	<i>Victoria Pluim, Outreach/Data Recruitment</i>	50	60	3000	
	<i>Megan Rafferty, Outreach/Data Recruitment</i>	110	75	8250	
	<i>Cedi McCorckle, Admin Assistant</i>	14	40	560	
	Delta				
	<i>Colleen Byars - Fiscal technician (11%)</i>			3647	
3000	Benefits ERP-Included in hourly rates Delta- Fiscal technician				\$1,473
4000	Supplies and Materials				\$235
5000	Other Operating Expenses and Services Travel (ERP) \$5060 (Training, Recruitment, Meetings) <i>Air 6@\$350 (EVP/Outreach, presentations/meetings, So. Cal.)</i> <i>Auto 5@\$75 (EVP/Outreach, presentations/meetings, No. Cal.)</i> <i>Auto Rental 6@\$60 (EVP/Outreach/Tech trainings)</i> <i>Parking 5@\$25 (EVP/Outreach, presentations/meetings, So. Cal.)</i> <i>Lodging 7@\$200 (EVP/Outreach, presentations/meetings, So. Cal.)</i> <i>Meals (\$75 per diem) 8@\$75 (EVP/Outreach, presentations/meetings, So. Cal.)</i> <i>Misc \$100</i>				\$5,060
6000	Capital Outlay				
	Total Direct Costs				\$64,120

EXHIBIT A

Chancellor's Office
California Community Colleges

District: Rancho Santiago
College: Rancho Santiago
RFA:

San Joaquin Delta College - Data Unlocked
Phase 2

Object	Classification	Hours	Rate	Total	Requested Funds
1000	Salaries - Instructional				
2000	Salaries - Non-Instructional				\$59,217
	Project Management				
	<i>Jim Lanich, President</i>	3	295	885	
	<i>Ken Sorey, Exec. Vice President</i>	35	200	7000	
	<i>Holly Fisackerly, VP of Leadership Devel.</i>	10	170	1700	
	<i>Kim Nail, CFO</i>	5	125	625	
	Reseach Team				
	<i>Teresa Cummings, Exec. Vice President, Research</i>	45	190	8550	
	<i>John Hetts, Sr. Director Data Science</i>	26	160	4160	
	<i>Alan Chan, Research and Data Analyst</i>	65	100	6500	
	<i>Elliott Rice, Data Analysts</i>	24	85	2040	
	Technology Team				
	<i>Anthony Dalton, VP of Technology</i>	35	160	5600	
	<i>Johnny Barajas, IT Technician</i>	13	85	1105	
	<i>Steve Mendoza, Web Programmer</i>	17	95	1615	
	Helpdesk Team				
	<i>Angie Lowe, Help Desk/Data Analyst</i>	55	70	3850	
	Outreach Team				
	<i>Hameed Formoli, Outreach/Data Recruitment</i>	57	60	3420	
	<i>Victoria Pluim, Outreach/Data Recruitment</i>	57	60	3420	
	<i>Megan Rafferty, Outreach/Data Recruitment</i>	60	75	4500	
	<i>Cedi McCorckle, Admin Assistant</i>	15	40	600	
	Delta				
	<i>Colleen Byars - Fiscal technician</i>			3647	
3000	Benefits ERP- Included in hourly rates				
	Delta - Fiscal technician			1473	\$1,473
4000	Supplies and Materials				\$205
5000	Other Operating Expenses and Services				\$4,985
	Travel (ERP)		\$4985		
	(Training, Recruitment, Meetings)				
	<i>Air 6@\$350 (EVP/Outreach, presentations/meetings, So. Cal.)</i>				
	<i>Auto 5@\$75 (EVP/Outreach, presentations/meetings, No. Cal.)</i>				
	<i>Auto Rental 6@\$60 (EVP/Outreach/Tech trainings)</i>				
	<i>Parking 5@\$25 (EVP/Outreach, presentations/meetings, So. Cal.)</i>				
	<i>Lodging 7@\$200 (EVP/Outreach, presentations/meetings, So. Cal.)</i>				
	<i>Meals (\$75 per diem) 7@\$75 (EVP/Outreach, presentations/meetings, So. Cal.)</i>				
6000	Capital Outlay				
	Total Direct Costs				\$65,880

EXHIBIT A

Objective	Tasks	Responsible	Phase I	Phase II	Totals
Training Support for Regional Workshops	Attend Monthly Executive Meetings	EVP (1); Assistant (1)	EVP (2 hours x 2 and 6 hours x 2); Assistant (1.5 hour)	EVP (2 hours x 6 and 6 hours x 6); Assistant (3.5 hours)	
	Attend IEPI Workshops	EVP (2); VP of Technology (1); Help Desk/Data Analyst (1); Senior Research and Data Analyst (1); Sr. Director of Data Science (1); Research and Data Analyst (1); Outreach Specialist (1); Outreach and Data Recruit Specialist (2); Assistant (1)	10 Trainings; EVP (6 hours x 3); EVP (6 hours x 2); Outreach Specialist (10 hours x 6); VP of Technology (6 hours x 1); Help Desk/Data Analyst (22); Senior Research and Data Analyst (6 hours x 2); Research and Data Analyst (6 hours x 2); Sr. Director of Data Science (6 hours x 1); Outreach and Data Recruit Specialist (8 hours x 5); Assistant (10.5 hours) Travel = \$5,967		
	Present LaunchBoard at event(s)	EVP (1); Outreach Specialist (1); Outreach and Data Recruit Specialist (2)	1. Event - EVP (3 hours); Outreach Specialist (3 hours x 1); Outreach and Data Recruit Specialist (3 hours x 2)	1 Event - EVP (3 hours); Outreach Specialist (3 hours x 1); Outreach and Data Recruit Specialist (3 hours x 2)	
Category Total			\$43,000	\$4,859	\$47,859
d Fellows	TA Fellows training	Outreach Specialist (1); EVP (2)	1 Training; Outreach Specialist (6 hours x 1); EVP (6 hours x 1)		
	IEPI Teams and Key Talent training	Outreach Specialist (1); EVP(2)		2 Training; Outreach Specialist (6 hours x 2); EVP (6 hours x 2) Travel = \$995	

EXHIBIT A

	Category Total	\$3,500	\$9,463	\$12,963
	EVP (1)	Review 28 Applications (7 hours); 1 Meeting (1 hour)		
	Help Desk/Data Analyst(1)	1 hour x 10 trainings Travel = \$995		
	Help Desk/Data Analyst(1)		1 hour x 10 trainings Travel = \$1,989	
	President (1); EVP (2); VP of Technology (1); VP Leadership (1); Help Desk/Data Analyst (1); Senior Research and Data Analyst (1); Sr. Director of Data Science (1); Research and Data Analyst (1); Outreach Specialist (1); Outreach and Data Recruit Specialist (2)		President (2 hours); EVP - 4 x 2; VP Leadership (10); VP of Technology (10); Help Desk/Data Analyst (40); Senior Research and Data Analyst (10); Sr. Director of Data Science (10 hours); Research and Data Analyst (10); Outreach Specialist (20 hours); Outreach and Data Recruit Specialist (31.5 hours x 2)	
	Category Total	\$4,400	\$18,415	\$22,815
<i>Technical Assistance</i>	ERP EVP (2), VP of Technology (1), Sr. Director of Data Science (1), Sr. Data Analyst (1), Programmer (1); IT Technician (1); Research and Data Analyst (1)	1 meeting; ERP EVP (1 hour x 2), Sr. Director of Data Science (1 hour), and VP of Technology (1 hour); Sr. Data Analyst (1), Programmer (1); IT Technician (1); Research and Data Analyst (1)	3 meetings; ERP EVP (1 hour x 2 x 3), Sr. Director of Data Science (1 hour x 3); VP of Technology (1 hour x 3); Sr. Data Analyst (1 hour x 3), Programmer (1 hour x 3); IT Technician (1 hour x 3); Research and Data Analyst (1 hour x 3)	
<i>Development</i>	Determine feasibility of implementing requested modifications to the LaunchBoard tool from the field			

EXHIBIT A

Tool De	Integrate feasible requested modifications to improve usability and data integration	VP of Technology (1), Sr. Director of Data Science (1), Sr. Data Analyst (1), Programmer (1); IT Technician (1); Research and Data Analyst (1)	Analysis and Programming: VP of Technology (20), Sr. Director of Data Science (10), Sr. Data Analyst (40), Programmer (30); IT Technician (10); Research and Data Analyst (5)	Analysis and Programming: VP of Technology (10), Sr. Director of Data Science (10), Sr. Data Analyst (25), Programmer (10); IT Technician (10); Research and Data Analyst (5)	
		Category Total	\$3,600	\$18,355	\$21,955
		ERP Totals	\$59,000	\$60,760	\$119,760
	Other Operation & Implementation costs (Delta)		\$5,120	\$5,120	\$10,240
			TOTAL PROJECT		\$130,000

PROJECT: CTE DATA UNLOCKED

CONTACT PAGE**Legal entity/host**

District Name San Joaquin Delta Community College

Address 5151 Pacific Avenue

City Stockton State CA ZIP 95207

Responsible Administrator*(should not be same as Chair)*

Name Dr. Kathy Hart Phone 209-954-5018

Title Superintendent/President

E-mail Address khart@deltacollege.edu

Project Director

Name Minerva Perez Phone 209-954-5820

E-mail Address mperez@deltacollege.edu

District Chief Business Officer (or authorized designee)

Name Jeff Menge Phone 209-954-5707

Title Assistant Controller

E-mail Address jmenge@deltacollege.edu

Person Responsible for Budget Certification

Name Natalie Matyurin Phone (209) 954-5034

Title Fiscal Analyst

E-mail Address nmatyurin@deltacollege.edu

APPENDIX A

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

The Workforce and Economic Development Program CTE Data Unlocked Grant

Program-Specific Legal Terms and Conditions (Effective January 15, 2016)

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the California Community Colleges, Chancellor's Office (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget.

Payment shall be made as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.
- Grantee may submit request for progress payments at the time that year-to-date quarterly and expenditures reports are submitted pursuant to section 4 of this Article. Payment will be made after review and approval of the quarterly reports by the Chancellor's Office. Progress payment(s) can only be made up to 90% of the total grant amount as the last 10% is withheld pending satisfactory performance and submittal of final performance and expenditure reports.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by July 31, 2018. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

Grantee agrees to expend matching funds at least equal to the match identified on the face sheet of this Grant Agreement. Payments shall be based on project costs reduced to the extent of required matching funds.

2. Budget Changes

- Grant recipient(s) may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.
- Adding or deleting budget categories are subject to the prior approval of the Project Monitor. Prior approval for these additions and/or deletions is made through the Chancellor's Office on-line quarterly reporting system. Once the requested change is approved, the affected quarterly budget will be updated electronically.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected.

3. Application Amendment Requests

If circumstances occur during the performance period that would materially affect outcomes(s) of the approved Grant Application, the grant recipient is required to contact the Project Monitor for further instructions.

4. Reporting

The Recipient shall prepare and submit to the Division of Workforce and Economic Development quarterly "Year-to-Date Expenditure and Progress Reports" using the online reporting system at:

<https://misweb.cccco.edu/SB70/prod/logon.cfm>

These reports are due on or before the following dates:

YEAR ONE

Reports	Due Dates
1 st Quarter Year-to-Date Expenditure and Progress Report	July 25, 2016
2 nd Quarter Year-to-Date Expenditure and Progress Report	October 25, 2016
3 rd Quarter Year-to-Date Expenditure and Progress report	January 25, 2017

4 th Quarter Year-to-Date Expenditure and Progress Report	April 25, 2017
YEAR TWO	
Reports	Due Dates
1 st Quarter Year-to-Date Expenditure and Progress Report	July 25, 2017
2 nd Quarter Year-to-Date Expenditure and Progress Report	October 25, 2017
3 rd Quarter Year-to-Date Expenditure and Progress report	January 25, 2018
4 th Quarter Year-to-Date Expenditure and Progress Report	April 25, 2016
Final Claim of Expenditures and Final Report due	July 31, 2018

NOTE: If the above reporting dates fall on a weekend or a holiday the report shall be due by close of business on the last working day **prior to the reporting deadline**. Extensions of reporting deadlines require written approval of the Project Monitor.

The Final Performance and Expenditure Report must be received by the Division of Workforce and Economic Development no later than July 31, 2018.

5. The Chancellor's Office reserves the right to evaluate a grantees performance as follows:

- Reasonable and timely progress meeting the objectives of the grant; and
- Submission of a final report.

ARTICLE II

Standard Legal Terms and Conditions

(Revision 5/15/14)

1. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

2. Amendments

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond

Article II-Standard Legal Terms and Conditions

the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement remain in full force and effect and shall not be affected thereby.

4. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at California Community Colleges, Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

7. Project Director and Key Personnel

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.

8. Project Monitor

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

9. Budget Concerns

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

10. Assignment

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

11. Subcontracts or Subgrants

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.

Article II-Standard Legal Terms and Conditions

- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).
- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 - 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
 - 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 - 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

12. Audit

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract or subgrant related to performance of this Grant Agreement.

13. Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

*Article II-Standard Legal Terms and Conditions***14. Travel**

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be limited to those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

15. Standards of Conduct

Grantee hereby assures that, in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. **Conducting Business with Relatives.** No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. **Conducting Business Involving Close Personal Friends and Associates.** In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

Article II-Standard Legal Terms and Conditions

- d. Avoidance of Conflicts of Economic Interests.
 - 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 - 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 - 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

Article II-Standard Legal Terms and Conditions

- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.
- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.
- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant

Article II-Standard Legal Terms and Conditions

Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "California Community Colleges, Chancellor's Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

Article II-Standard Legal Terms and Conditions

- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.
- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering

Article II-Standard Legal Terms and Conditions

into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

19. Real Property and Equipment

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.

Article II-Standard Legal Terms and Conditions

- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

21. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee.

Article II-Standard Legal Terms and Conditions

In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

- c. **Gratuities.** The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

23. Waiver

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

24. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-

Article II-Standard Legal Terms and Conditions

insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

25. Law Governing

It is understood and agreed that this Grant Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Grant Agreement shall be in Sacramento County, Sacramento, California.

26. Participation in Grant-Funded Activities

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.
- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable

Article II-Standard Legal Terms and Conditions

credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.

- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

28. Eligibility for Noncitizens

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

29. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing

Article II-Standard Legal Terms and Conditions

Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.

Article II-Standard Legal Terms and Conditions

- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:

Article II-Standard Legal Terms and Conditions

1. Receive a copy of the Grantee's drug-free policy statement; and,
2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

32. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

33. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

Article II-Standard Legal Terms and Conditions

3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

34. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

35. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

36. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

37. Debarment, Suspension, and Other Responsibility Matters

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee 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 this Grant Agreement been convicted of or had a civil judgment rendered against them for

Article II-Standard Legal Terms and Conditions

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
 4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Second Amendment to Sub-Agreement between RSCCD and Butte-Glenn Community College District for the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community College Chancellor's Office's Career Technical Education (CTE) Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners selected by the California Community Colleges Chancellor's Office.

ANALYSIS

To support colleges to build capacity to implement Strong Workforce Taskforce Recommendations and collect metrics for the Strong Workforce Program, the Chancellor's Office allocated \$50,000 grant awards to all colleges and continuing education centers in the state. The timeline for the Fiscal Agent to disburse these awards was from 7/1/16 - 10/31/17. Butte College requested an amendment to their agreement to extend the term by changing the end date from March 30, 2018 to June 30, 2018. An amendment to the sub-agreement has been developed accordingly.

Project Director: Sarah Santoyo

Project Administrator: Enrique Perez

RECOMMENDATION

It is recommended that the Board approve this amendment to the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: none	Board Date: February 26, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raul Rodriguez, Ph.D., Chancellor	

**2nd AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

This **2nd Amendment** to the grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Butte-Glenn Community College District (hereinafter “SUBCONTRACTOR”), on behalf of Butte College to amend that certain Agreement, DO-17-2220-14, between the Parties that commenced on July 18, 2016. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges;

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, the PRIME SPONSOR and SUBCONTRACTOR have agreed to extend the Period of Performance of the Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

Item 2. Period of Performance is amended as follows:

2. Period of Performance

The period of performance for this Agreement shall be from July 19, 2016 through June 30, 2018.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this 2nd AMENDMENT to the Agreement to be executed as of the day that both Parties have signed the Agreement. Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this 1st AMENDMENT, remain unchanged.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Butte-Glenn Community
College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: February 26, 2018

94-1637174

Employer/Taxpayer Identification Number (EIN)

**1st AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

This 1st Amendment to the grant sub-agreement (hereinafter "Agreement") is entered into on this 23rd day of October, 2017, between Rancho Santiago Community College District (hereinafter "RSCCD") and Butte-Glenn Community College District (hereinafter "SUBCONTRACTOR"), on behalf of Butte College to amend that certain Agreement, DO-17-2220-14, between the Parties that commenced on July 18, 2016. RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges;

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, the PRIME SPONSOR and SUBCONTRACTOR have agreed to extend the Period of Performance of the Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

Item 2. Period of Performance is amended as follows:

2. Period of Performance

The period of performance for this Agreement shall be from October 24, 2017 through March 30, 2018.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this 1st AMENDMENT to the Agreement to be executed as of the day that both Parties have signed the Agreement. Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this 1st AMENDMENT, remain unchanged.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: *Butte-Glenn Community College District*

By:

Name:

Peter J. Hardash

Vice Chancellor

Title:

Business Operations/Fiscal Services

Date:

10/24/17

Board Approval Date: October 23, 2017

By:

Name:

Title:

Date:

ANDREW B. SULESKI

~~Vice President for Administration~~

11/15/17

94-1637174

Employer/Taxpayer Identification Number (EIN)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 18th day of July, 2016, between Rancho Santiago Community College District (hereinafter "RSCCD") and Butte-Glenn Community College District (hereinafter "SUBCONTRACTOR"), on behalf of the Butte College. RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 19, 2016 through October 31, 2017.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$50,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment indicating that the required training has been completed. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

One invoice is to be submitted for payment for the total costs of the agreement that includes a statement indicating the date(s) the training was completed. Invoices must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Director of Grants
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

10. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

11. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

12. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

13. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

14. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of

mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

15. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Sarah Santoyo, Director of Grants
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Madeline Bird
Research Analyst
3536 Butte Campus Dr.
Oroville, CA 95965-8303
birdma@butte.edu
(530) 895-2218

Official Notices:

Butte-Glenn Community College District
Vice President for Administration
3536 Butte Campus Dr.
Oroville, CA 95965-8303
(530) 895-2353

17. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

18. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: *Butte-Glenn Community College District*

By: 
Name: Peter J. Hardash

By: 
Name: ANDREW B. SULOWSKI

Title: Vice Chancellor
Business Operations/Fiscal Services

Title: V.P. FOR ADMINISTRATION

Date: 7/19/16

Date: 8/9/17

Board Approval Date: July 18, 2016

94 1637174
Employer/Taxpayer Identification Number (EIN)

41

List of Exhibits Exhibit A: Scope of Work

Exhibit B: Articles I, Rev. 01/16 and Article II, Rev. 05/14 (*NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.*)

#94

COMPLETE



Collector: Web Link 1 (Web Link)
Started: Friday, May 27, 2016 9:19:08 AM
Last Modified: Wednesday, June 01, 2016 9:02:10 AM
Time Spent: Over a day
IP Address: 205.155.141.7

PAGE 2: Eligibility

Q1: Which college do you represent?

Butte College

Q2: Has your college sent both a senior leader (CEO, CIO, or CSSO) and at least one additional staff person to spring CTE Data Unlocked training?

Yes

Q3: If either a senior leader (CEO, CIO, CSSO) or another college representative has been unable to attend spring training, who should we contact to schedule a training during summer or early fall? (please provide a name, email, and phone number)

Respondent skipped this question

PAGE 3: Current Data Usage

Q4: Where does your college get information on CTE outcomes at other colleges or training providers? (Please check all that apply)

Advisory committees,
 Statewide or national data systems (e.g., Datamart, LaunchBoard, IPEDS)

Q5: Where does your college get information on employment and earnings? (Please check all that apply)

Advisory committees,
 Surveys (e.g., CTE Outcomes Survey, post-graduation surveys, employer surveys)
 ,
 Statewide data systems (e.g., Salary Surfer, Wage Tracker, LaunchBoard, Perkins report)

Q6: Where does your college get information on labor market information like projected job openings and desired skills? (Please check all that apply)

Conversations with students and employers,
 Advisory committees,
 Statewide or national data systems (e.g., LMID, Bureau of Labor Statistics, O*NET)

PAGE 4: Technical Assistance

Q7: What support would your college like from a technical assistance provider? (Please select one)

Training on CTE data tools

PAGE 5: Technical Assistance: Data Clean-Up

Q8: What type of support would your college like with data clean-up? (Please select one)	<i>Respondent skipped this question</i>
Q9: Who on your campus will be responsible for working with the technical assistance provider?	<i>Respondent skipped this question</i>
Q10: Would you be interested in pooling resources with other colleges?	<i>Respondent skipped this question</i>
Q11: Do you have any additional detail that you'd like to share about your request? (optional response)	<i>Respondent skipped this question</i>
Q12: When would you like to receive this assistance? (Please check all that apply)	<i>Respondent skipped this question</i>

PAGE 6: Technical Assistance: Training

Q13: What type of support would your college like with training? (Please select one)	Deep dive training into a scenario such as program review, planning, or accreditation, where participants do hands-on work to find data in statewide tools and apply it to local processes
Q14: Who on your campus will be responsible for working with the technical assistance provider?	
Name	Baba Adam
Job Title	Director Institutional Research
Email Address	adamba@butte.edu
Phone Number	530-895-2987
Q15: Would you be interested in pooling resources with other colleges?	Yes
Q16: Do you have any additional detail that you'd like to share about your request? (optional response)	<i>Respondent skipped this question</i>
Q17: When would you like to receive this assistance? (Please check all that apply)	March/April 2017

PAGE 7: Technical Assistance: Data Integration

Q18: What type of support would your college like with integrating data into college processes? (Please select one)	<i>Respondent skipped this question</i>
Q19: Who on your campus will be responsible for working with the technical assistance provider?	<i>Respondent skipped this question</i>
Q20: Would you be interested in pooling resources with other colleges?	<i>Respondent skipped this question</i>

Q21: Do you have any additional detail that you'd like to share about your request? (optional response) *Respondent skipped this question*

Q22: When would you like to receive this assistance? (Please check all that apply) *Respondent skipped this question*

PAGE 8: Designing Technical Assistance

Q23: A member of the CTE Data Unlocked team will contact your college in mid-June to discuss how best to design a technical assistance solution that meets your needs. Please identify the appropriate person for us to contact. *Respondent skipped this question*

Q24: Does your college need help in determining how to use the \$50,000 as well? *Respondent skipped this question*

PAGE 9: Technical Assistance: Self-Defined

Q25: Please describe the specific support you would like from a technical assistance provider. (500 word maximum) *Respondent skipped this question*

Q26: Who on your campus will be responsible for working with the technical assistance provider? *Respondent skipped this question*

Q27: Would you be interested in pooling resources with other colleges? *Respondent skipped this question*

Q28: When would you like to receive this assistance? (Please check all that apply) *Respondent skipped this question*

PAGE 10: Funding

Q29: **How does your college intend to spend the \$50,000? (Please select one)** Assistance with integrating data into college processes

PAGE 11: Funding: Data Clean-Up

Q30: How will a consultant or expanded staffing support your college in doing data clean-up? *Respondent skipped this question*

Q31: Who on your campus will be responsible for managing the work that will be done with this funding? *Respondent skipped this question*

Q32: Would you be interested in pooling resources with other colleges? *Respondent skipped this question*

Q33: Do you have any additional detail that you'd like to share about your request? (optional response) *Respondent skipped this question*

Q34: Would you like help identifying a consultant for this task? *Respondent skipped this question*

PAGE 12: Funding: Data Integration

Q35: How will your college use the funding to integrate data into college processes (select all that apply)?

Pay someone to provide additional training and facilitation on data integration

Pay someone to pull and format data from CTE data tools to support program review, biannual program evaluation, and accreditation

Pay someone to pull and format data from CTE data tools to support program or sector planning

Pay someone to pull and format data from CTE data tools to support college planning

Q36: Who on your campus will be responsible for managing the work that will be done with this funding?

Name: Baba Adam
 Job Title: Director, Institutional Research
 Email Address: adamba@butte.edu
 Phone Number: 530-895-2987

Q37: Would you be interested in pooling resources with other colleges? Yes

Q38: Do you have any additional detail that you'd like to share about your request? (optional response) *Respondent skipped this question*

Q39: Would you like help identifying a consultant for this task? Yes

PAGE 13: Funding: Communications

Q40: How will your college use the funding to create communications materials? *Respondent skipped this question*

Q41: Who on your campus will be responsible for managing the work that will be done with this funding? *Respondent skipped this question*

Q42: Would you be interested in pooling resources with other colleges? *Respondent skipped this question*

Q43: Do you have any additional detail that you'd like to share about your request? (optional response) *Respondent skipped this question*

Q44: Would you like help identifying a consultant for this task? *Respondent skipped this question*

PAGE 14: Funding: Tool Adoption

Q45: How will your college use the funding to support adoption of CTE data tools? *Respondent skipped this question*

Q46: Who on your campus will be responsible for managing the work that will be done with this funding? *Respondent skipped this question*

Q47: Would you be interested in pooling resources with other colleges? *Respondent skipped this question*

Q48: Do you have any additional detail that you'd like to share about your request? (optional response) *Respondent skipped this question*

Q49: Would you like help identifying a consultant to support the adoption of CTE data tools? *Respondent skipped this question*

PAGE 15: Funding: Self-Defined

Q50: Please describe the way you intend to use the \$50,000 (500 word maximum) *Respondent skipped this question*

Q51: Would you be interested in pooling resources with other colleges? *Respondent skipped this question*

Q52: Would you like help identifying a consultant for this task? *Respondent skipped this question*

PAGE 16: Funding Design

Q53: A member of the CTE Data Unlocked team will contact your college in mid-June to discuss how best to design a funding solution that meets your needs. Please identify the appropriate person for us to contact. *Respondent skipped this question*

APPENDIX A

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

The Workforce and Economic Development Program CTE Data Unlocked Grant

Program-Specific Legal Terms and Conditions
(Effective January 15, 2016)

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the California Community Colleges, Chancellor's Office (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget.

Payment shall be made as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.
- Grantee may submit request for progress payments at the time that year-to-date quarterly and expenditures reports are submitted pursuant to section 4 of this Article. Payment will be made after review and approval of the quarterly reports by the Chancellor's Office. Progress payment(s) can only be made up to 90% of the total grant amount as the last 10% is withheld pending satisfactory performance and submittal of final performance and expenditure reports.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by July 31, 2018. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

Grantee agrees to expend matching funds at least equal to the match identified on the face sheet of this Grant Agreement. Payments shall be based on project costs reduced to the extent of required matching funds.

2. Budget Changes

- Grant recipient(s) may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.
- Adding or deleting budget categories are subject to the prior approval of the Project Monitor. Prior approval for these additions and/or deletions is made through the Chancellor's Office on-line quarterly reporting system. Once the requested change is approved, the affected quarterly budget will be updated electronically.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected.

3. Application Amendment Requests

If circumstances occur during the performance period that would materially affect outcomes(s) of the approved Grant Application, the grant recipient is required to contact the Project Monitor for further instructions.

4. Reporting

The Recipient shall prepare and submit to the Division of Workforce and Economic Development quarterly "Year-to-Date Expenditure and Progress Reports" using the online reporting system at:

<https://misweb.cccco.edu/SB70/prod/logon.cfm>

These reports are due on or before the following dates:

YEAR ONE

Reports	Due Dates
1 st Quarter Year-to-Date Expenditure and Progress Report	July 25, 2016
2 nd Quarter Year-to-Date Expenditure and Progress Report	October 25, 2016
3 rd Quarter Year-to-Date Expenditure and Progress report	January 25, 2017

4 th Quarter Year-to-Date Expenditure and Progress Report	April 25, 2017
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YEAR TWO

Reports	Due Dates
1 st Quarter Year-to-Date Expenditure and Progress Report	July 25, 2017
2 nd Quarter Year-to-Date Expenditure and Progress Report	October 25, 2017
3 rd Quarter Year-to-Date Expenditure and Progress report	January 25, 2018
4 th Quarter Year-to-Date Expenditure and Progress Report	April 25, 2016
Final Claim of Expenditures and Final Report due	July 31, 2018

NOTE: If the above reporting dates fall on a weekend or a holiday the report shall be due by close of business on the last working day **prior to the reporting deadline**. Extensions of reporting deadlines require written approval of the Project Monitor.

The Final Performance and Expenditure Report must be received by the Division of Workforce and Economic Development no later than July 31, 2018.

5. The Chancellor's Office reserves the right to evaluate a grantees performance as follows:

- Reasonable and timely progress meeting the objectives of the grant; and
- Submission of a final report.

ARTICLE II

Standard Legal Terms and Conditions

(Revision 5/15/14)

1. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

2. Amendments

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond

Article II-Standard Legal Terms and Conditions

the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement remain in full force and effect and shall not be affected thereby.

4. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at California Community Colleges, Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

7. Project Director and Key Personnel

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.

8. Project Monitor

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

9. Budget Concerns

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

*Article II-Standard Legal Terms and Conditions***10. Assignment**

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

11. Subcontracts or Subgrants

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.

Article II-Standard Legal Terms and Conditions

- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).
- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 - 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
 - 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 - 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

12. Audit

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract or subgrant related to performance of this Grant Agreement.

13. Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

14. Travel

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be limited to those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

15. Standards of Conduct

Grantee hereby assures that, in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

Article II-Standard Legal Terms and Conditions

- d. Avoidance of Conflicts of Economic Interests.
1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

Article II-Standard Legal Terms and Conditions

- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.
- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.
- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant

Article II-Standard Legal Terms and Conditions

Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "California Community Colleges, Chancellor's Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

Article II-Standard Legal Terms and Conditions

- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.
- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering

Article II-Standard Legal Terms and Conditions

into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

19. Real Property and Equipment

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.

Article II-Standard Legal Terms and Conditions

- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

21. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee.

Article II-Standard Legal Terms and Conditions

In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

- c. **Gratuities.** The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

23. Waiver

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

24. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-

Article II-Standard Legal Terms and Conditions

insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

25. Law Governing

It is understood and agreed that this Grant Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Grant Agreement shall be in Sacramento County, Sacramento, California.

26. Participation in Grant-Funded Activities

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.
- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable

Article II-Standard Legal Terms and Conditions

credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.

- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

28. Eligibility for Noncitizens

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

29. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing

Article II-Standard Legal Terms and Conditions

Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.

Article II-Standard Legal Terms and Conditions

- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:

Article II-Standard Legal Terms and Conditions

1. Receive a copy of the Grantee's drug-free policy statement; and,
2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

32. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

33. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

Article II-Standard Legal Terms and Conditions

3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

34. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

35. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

36. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

37. Debarment, Suspension, and Other Responsibility Matters

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee 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 this Grant Agreement been convicted of or had a civil judgment rendered against them for

Article II-Standard Legal Terms and Conditions

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
 4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 26, 2018
Re:	Approval of Third Amendment to Sub-Agreement between RSCCD and Concentric Sky for the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community College Chancellor's Office's CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

ANALYSIS

The Chancellor's Office has selected Concentric Sky as an implementation partner to develop UI/UX as commissioned by EdResults, WestEd, and/or the California Community Colleges Chancellor's Office, Workforce & Economic Development Division. The Chancellor's Office requested that the start date for the original Agreement be revised from February 28, 2017 to February 1, 2017. Also, the end date in the original Agreement was listed as February 29, 2019, which extends past the end date of the grant funds, December 31, 2018. Therefore through the 1st Amendment to the Agreement, Item 2. Period of Performance was revised to have a start date of February 1, 2017 and an end date of February 28, 2018. However, the Chancellor's Office would like to extend the term of the Agreement to June 30, 2018 for Concentric Sky to continue to provide services for the project. This 3rd Amendment to the Agreement has been developed accordingly.

Project Director: Sarah Santoyo**Project Administrator:** Enrique Perez**RECOMMENDATION**

It is recommended that the Board approve this amendment to the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: (none)	Board Date: February 26, 2018
Prepared by: Sarah Santoyo, Executive Director, Resource Development	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**THIRD AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CONCENTRIC SKY**

This **Third Amendment** to the grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and CONCENTRIC SKY (hereinafter “SUBCONTRACTOR”), to amend that certain Agreement between the parties which commenced on February 27, 2017, and

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to revise the term of the Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

Item 2. Period of Performance, page 1, of the Agreement is amended as follows:

2. Period of Performance

The period of performance for this Agreement shall be from February 1, 2017 through June 30, 2018.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this THIRD AMENDMENT to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *CONCENTRIC SKY*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: Wayne Skipper

Title: CEO

Date: _____

Board Approval Date: February 26, 2018

72-1605102

Employer/Taxpayer Identification Number (EIN)

**SECOND AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CONCENTRIC SKY**

This **Second Amendment** to the grant sub-agreement (hereinafter "Agreement") is entered into on this 11th day of September, 2017, between Rancho Santiago Community College District (hereinafter "RSCCD") and CONCENTRIC SKY (hereinafter "SUBCONTRACTOR"), to amend that certain Agreement between the parties which commenced on February 1, 2017, and

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to revise the Statement of Work and Total Cost of the Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

Item 1. Statement of Work, page 1, of the Agreement is amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (Exhibit A, *revised August 2017*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions and to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

Item 3. Total Cost, page 1, of the Agreement is amended as follows:

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$440,000, which consists of the \$200,000 originally allocated to the work to be performed and an increase of \$240,000 for the expanded Scope of Work (see Exhibit A, *revised August 2017*).

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this SECOND AMENDMENT, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this SECOND AMENDMENT to be executed as of the day that both Parties have signed the Agreement.

Second Amendment to Sub-Agreement between RSCCD and CONCENTRIC SKY

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: CONCENTRIC SKY

By:
Name:



Peter J. Hardash

Title:

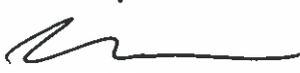
Vice Chancellor
Business Operations/Fiscal Services

Date:

9/14/17

Board Approval Date: September 11, 2017

By:
Name:



Wayne Skipper

Title:

CEO

Date:

9/19/17

72-1605102

Employer/Taxpayer Identification Number (EIN)

EXHIBIT A, revised August 2017

Concentric Sky will develop UI/UX (User Interface/User Experience) Design, at a rate of \$110/hour, as commissioned by EdResults, WestEd, and/or the California Community Colleges Chancellor's Office, Workforce and Economic Development Division.

Original Scope of Work: billed work hours up to \$200,000.

Expanded Scope of Work: additional billed work hours up to \$240,000.

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CONCENTRIC SKY**

This First Amendment to the grant sub-agreement (hereinafter "Agreement") is entered into on this 13th day of March, 2017, between Rancho Santiago Community College District (hereinafter "RSCCD") and CONCENTRIC SKY (hereinafter "SUBCONTRACTOR"), to amend that certain Agreement between the parties which commenced on February 27, 2017, and

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to revise the term of the Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

Item 2. Period of Performance, page 1, of the Agreement is amended as follows:

2. Period of Performance

The period of performance for this Agreement shall be from February 1, 2017 through February 28, 2018.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this FIRST AMENDMENT to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: CONCENTRIC SKY

By: 
Name: Peter J. Hardash

By: 
Name: Wayne Skipper

Title: Vice Chancellor
Business Operations/Fiscal Services

Title: CEO

Date: 3/15/17

Date: 3/20/17

Board Approval Date: March 13, 2017

Employer/Taxpayer Identification Number (EIN)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CONCENTRIC SKY**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 27th day of February, 2017, between Rancho Santiago Community College District (hereinafter "RSCCD") and Concentric Sky (hereinafter "SUBCONTRACTOR"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from February 28, 2017 through February 29, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000 USD.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as

appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Invoices

SUBCONTRACTOR will submit invoices that include the Agreement number (refer to footer) and be submitted on a monthly basis, but no later than on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Director of Grants
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo Sarah@rsccd.edu

6. Payment

RSCCD shall remit payment to the SUBCONTRACTOR for the cost of the work performed through an invoicing process (see 1.5 "Invoices"), up to but not exceeding the amount listed above under Article 1.3. "Total Costs".

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, if requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to

be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the Prime Sponsor. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event

that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo, Director of Grants
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Wayne Skipper, CEO
1045 Willamette St.
Eugene, OR 97401
wayne@concentricskv.com

Fiscal Contact:
Gerri Couper, Controller
1045 Willamette St.
Eugene, OR 97401
(541) 342-8456
accounting@concentricskv.com

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

[Reminder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: CONCENTRIC SKY

By: 
Name: Peter J. Hardash

By: 
Name: Wayne Skipper

Title: Vice Chancellor
Business Operations/Fiscal Services

Title: CEO

Date: _____

Date: _____

Board Approval Date: February 27, 2017

3/8/17

72-1605102
Employer/Taxpayer Identification Number (EIN)

EXHIBIT A

Scope of Work

Concentric Sky will develop UI/UX as is commissioned by EdResults, WestEd, and/or CCCC Workforce & Economic Development Division.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
February 26, 2018**

MANAGEMENT

Appointment

Rizvi, Syed
Vice President, Student Services
Santiago Canyon College

Effective: March 1, 2018
Salary Placement: A-7 \$171,394.03/Year

Interim Assignment

Dela Cruz, Maria
Interim Dean, Counseling Division
Santa Ana College

Effective: January 29, 2018
Salary Placement: B-1 \$126,807.39

Ratification of Resignation/Retirement

Kikawa, Eve
Dean, Fine & Performing Arts Division
Santa Ana College

Effective: August 7, 2018 (Last Day)
Reason: Retirement

FACULTY

2018/2019 Institutional Tenure Review Recommendations/Attachment #1

Change of Classification

Martino, Danielle
Professor, Astronomy
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 21, 2017
From: III-15 \$92,937.19/Year
To: IV-15 \$95,670.38/Year
From: III-5 \$67.47/Lecture Hour
To: IV-5 \$70.84/Lecture Hour

Taylor, Michael D.
Professor, Astronomy
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 21, 2017
From: III-15 \$92,937.19/Year
To: IV-15 \$95,670.38/Year
From: III-5 \$67.47/Lecture Hour
To: IV-5 \$70.94/Lecture Hour

FACULTY (CONT'D)

Adjusted 2017/2018 Contract Extension Days

Beyersdorf, Matthew
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: January 29 -June 30, 2018
From: 78.48 Contract Extension Days
To: 39.5 Contract Extension Days
Contract Extension Rate: VII-16 \$532.62/Day
Reason: Reassigned Time-Academic Administration

Woodhead, Ian
Professor, Kinesiology/Head Coach,
Women's Soccer
Mathematics & Sciences Division
Santiago Canyon College

Effective: July 1, 2017 – June 30, 2018
From: 20 Contract Extension Days
To: 21 Contract Extension Days
Contract Extension Rate: VI-A \$537.53/Day
Reason: Coaching Duties

Adjusted 2017/2018 Contract Stipend

Rabii-Rakin, Narges
Professor, History
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

From: August 21, 2017 – June 2, 2018
To: August 21, 2017 – February 5, 2018
From: \$6,000.00/Year
To: \$3,000.00/Semester

2017/2018 Contract Stipend

Crammer, Cale
Assistant Professor, Political Science
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: January 29 – June 2, 2018
Amount: \$3,000.00 Semester

Leave of Absence

Budarz, Timo
Professor, Physics
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: February 5 – February 26, 2018
Reason: Parental Leave

Cass, Ann T.
Instructor/Counselor
Counseling & Student
Support Services Division
Santiago Canyon College

Effective: December 04, 2017 – March 04, 2018
Reason: Maternity Leave

FACULTY (CONT'D)

Leave of Absence (cont'd)

Coyne, Claire
Professor, Geology
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: January 29 – June 2, 2018
Reason: Banked Leave Withdrawal - 3.0 LHE

Danova, Veselka
Assistant Professor, Math
Mathematics & Health Sciences Division
Santiago Canyon College

Effective: January 29 – June 2, 2018
Reason: Banked Leave Withdrawal - 5.0 LHE

Enriquez, Rosemarie
Professor/Counselor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: January 29 - May 31, 2018
Reason: Banked Leave Withdrawal – 16.0 LHE

Ratification of Resignation/Retirement

Enriquez, Rosemarie
Professor/Counselor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: May 31, 2018 (Last Day)
Reason: Retirement

Beyond Contract/Overload Stipend

Hardy, Michelle
Assistant Professor, Human Development/
Early Childhood Education/Child Development
Human Services & Technology Division
Santa Ana College

Effective: January 2, 2018
Amount: \$821.00
Reason: Program Development
(Project #1214)

Part-time Hourly New Hires/Rehires

Andre, Larry
Instructor, Vocational: Non-credit
Continuing Education Division/Centennial
Education Center
Santa Ana College

Effective: February 14, 2018
Hourly Lecture Rate: I-3 \$48.69

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Burciaga, Stefanie R. Effective: February 08, 2018
Instructor, Speech Language Pathology Asst. Hourly Lecture Rate: II-3 \$58.29
Human Services & Technology Division
Santa Ana College

Carrillo, Jacqueline C. Effective: February 8, 2018
Instructor, Fashion Design & Merchandising Hourly Lecture/Lab Rates: I-3 \$55.51/\$59.96
Human Services & Technology Division
Santa Ana College

Czerniawski, Jennifer L. Effective: February 05, 2018
Instructor, Psychology Hourly Lecture/Lab Rates: IV-3 \$64.25/\$57.83
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Dertsakyan, Petros Effective: February 05, 2018
Instructor, Biology Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46
Science, Mathematics and
Health Sciences Division
Santa Ana College

Dibernardo, Louis M. Effective: February 12, 2018
Instructor, Biology (equivalency) Hourly Lecture Rate: \$70.84
Science, Mathematics and
Health Sciences Division
Santa Ana College

Fraser, Rebecca K. Effective: January 30, 2018
Substitute Child Development Teacher Hourly Rate: \$17.50
Child Development/Educational Services Division
District Operations

Fugate, Adam J. Effective: February 12, 2018
Instructor, Emergency Medical Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96
Technologies (EMT)
Health Sciences & Nursing
Science, Mathematics & Health
Sciences Division
Santa Ana College

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Haglund, Becky A. Effective: February 05, 2018
Clinical Nurse Hourly Rate: IV-5 \$70.84
Science, Mathematics &
Health Sciences Division
Santa Ana College

Hamamura, Stacey M. Effective: February 06, 2018
Instructor, Chemistry Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.49
Mathematics & Sciences Division
Santiago Canyon College

Hiciu, Diana C. Effective: February 12, 2018
Instructor, EMLS (equivalency) Hourly Lecture Rate: II-3 \$58.29
Humanities & Social Sciences Division
Santa Ana College

Hugenberger, Scott G. Effective: February 05, 2018
Instructor, Physics Hourly Lecture Rate: \$64.25
Science, Mathematics and
Health Sciences Division
Santa Ana College

Jure, Josiah J. Effective: February 05, 2018
Instructor, English Hourly Lecture Rate: II-3 \$58.29
Humanities & Social Sciences Division
Santa Ana College

Kroupa, Thomas F. Effective: February 06, 2018
Instructor, Biology Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46
Mathematics & Sciences Division
Santiago Canyon College

Luke, Becki J. Effective: February 06, 2018
Instructor, Vocational/Business Skills Hourly Lecture Rate: I-3 \$48.29
Continuing Education Division (OEC)
Santiago Canyon College

Maxwell, Thomas J. Effective: February 26, 2018
Instructor, Criminal Justice Hourly Lecture/Lab Rates: I-3 \$58.29/\$49.96
Human Services & Technology Division
Santa Ana College

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
February 26, 2018

Page 6

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Nguyen, Hanh T.
Instructor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: February 09, 2018
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46

Pham, Huyentran L.
Instructor, Fashion Design & Merchandising
Human Services & Technology Division
Santa Ana College

Effective: February 06, 2018
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Correction of Hourly New Hire/Rehire Name

From: Lourenco, Elena M
To: Lourenco, Elena M.
Instructor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: February 05, 2018
Hourly Lecture/Lab Rates: 58.29/\$52.46

From: Nelson, Robert
To: Nelson, Richard
Human Services & Technology Division
Santa Ana College

Effective: January 26, 2018
Hourly Lecture/Lab Rates: 1-3 \$55.51/\$49.96

Non-paid Intern Service

Gutierrez-Lucero, Maria del Pilar
Business Administration-Finance Intern
Administrative Services
Santiago Canyon College

Effective: February 27 – June 30, 2018
College Affiliation: Chapman University
Discipline: MBA-Finance

Rose, Danielle
Athletic Training Intern
Kinesiology
Mathematics & Sciences Division
Santiago Canyon College

Effective: February 27 – June 30, 2018
College Affiliation: CSU, Fullerton
Discipline: Athletic Training

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2018/2019
INSTITUTIONAL TENURE REVIEW RECOMMENDATIONS

ATTACHMENT #1

LAST NAME	FIRST NAME	DIVISION	LOCATION	RECOMMENDATION
Axtell	Christina	Humanities & Social Sci	SAC	Tenure
Baquero	Jaymie	Kinesiology, Health & Athletics	SAC	Tenure
Beltran	Jennie	Science, Math, & Health Sci	SAC	Tenure
Bennett	Sarah	Fine & Performing Arts	SAC	Contract III
Bradley	Kyle	Science, Math, & Health Sci	SAC	Tenure
Briones	Michael	Fine & Performing Arts	SAC	Contract III
Buechler	Michael	Human Svcs & Tech	SAC	Tenure
Bui	Annette	Extended Opportunities Programs & Services	SAC	Contract II
Carpio	Brenda	Arts, Humanities & Social Sci	SCC	Contract III
Carriker	Lisa	Science, Mathematics & Health Sciences Division	SAC	Contract II
Chaidez	Maria	Counseling & Student Support Svcs	SCC	Contract III
Chamberlain	Amberly	Fine & Performing Arts Division	SAC	Contract II
Clark	Stephanie	Fine & Performing Arts	SAC	Tenure
Cotter	Matthew	Math & Science	SCC	Contract III
Crammer	Cale	Arts, Humanities & Social Sci	SCC	Contract III
Cummings	Reyna	Fine & Performing Arts	SAC	Contract III
Daugherty	Seth	Institutional Effectiveness, Library & Learning Sup Svcs	SCC	Contract III
Deluna	Daniel	Humanities & Social Sci	SAC	Tenure
Dermody	Michael	Fine & Performing Arts	SAC	Contract III
Diller	Jeffrey	Humanities & Social Sci	SAC	Tenure
Dinh-Mahavongtrakul	Minhan	Science, Math, & Health Sci	SAC	Contract III
Dufala	Christopher	Fine & Performing Arts	SAC	Contract III
Dumon	Dori	Business Division	SAC	Contract II
English	Noemi	Human Svcs & Tech	SAC	Tenure
Estrada	Maria	Student Services	SAC	Contract III
Freese	Amy	Arts, Humanities & Social Sci	SCC	Contract III
Funaka	Marygrace	Human Svcs & Tech	SAC	Tenure
Galvan	Juana	Counseling & Student Support Svcs	SCC	Contract III
Gonzalez	Adrianna	Continuing Ed	SAC	Tenure
Govea-Von Velasco	Melissa	Arts, Humanities & Social Sci	SCC	Contract III
Guevara	Angela	Continuing Ed	SCC	Contract III
Gutierrez	Erika	Arts, Humanities & Social Sci	SCC	Contract III
Ha	Michael	Continuing Ed	SAC	Contract II
Hall	Kathryn	Arts, Humanities & Social Sci	SCC	Contract III
Hardy	Michelle	Human Svcs & Tech	SAC	Tenure
Horenstein	Daniel	Science, Mathematics & Health Sciences Division	SAC	Contract II
Jang	Charles	Science, Math, & Health Sci	SAC	Tenure
Jones	Louise	Science, Math, & Health Sci	SAC	Tenure
Kelley	Sara	Humanities & Social Sci	SAC	Contract III
Khalid	Donna	Continuing Ed	SAC	Contract III
King	Judith	Fine & Performing Arts	SAC	Contract III
Knight	Annie	Fine & Performing Arts	SAC	Tenure
Kowsari	Ali	Business	SAC	Contract III
Lamourelle	Chantal	Human Svcs & Tech	SAC	Contract III
Lange	Megan	Humanities & Social Sci	SAC	Contract II
Littlejohn (Lastra)	Stacey	Science, Math, & Health Sci	SAC	Tenure
Lopez Mercedes	Jose	Continuing Ed	SAC	Contract II
Madrigal	Osiel	Continuing Ed	SAC	Contract III
Mandir	Joshua	Science, Math, & Health Sci	SAC	Tenure
Marr	John	Fine & Performing Arts	SAC	Tenure
McCallick	Mark	Business	SAC	Tenure
McKenna	Dawn	Human Services & Technology Division	SAC	Contract II
Medina	Moises	Humanities & Social Sci	SAC	Tenure
Mirbeik Sabzevary	Mohammadreza	Continuing Ed	SAC	Contract III
Moreno	Alejandro	Continuing Ed	SAC	Contract III
Muir	Shannon	Counseling	SAC	Contract III
Nguyen	Kelly	Science, Math, & Health Sci	SAC	Contract III
Nguyen	Thu T.	Counseling	SAC	Tenure
Oase	Daniel	Continuing Ed	SCC	Contract III
Oh	Suanne	Science, Mathematics & Health Sciences Division	SAC	Contract II
Ortiz	Rebecca	Humanities & Social Sci	SAC	Contract II
Papa	Elenor Gael	Science, Math, & Health Sci	SAC	Contract III
Pastrana	Leo	Counseling	SAC	Tenure
Peraza	Daniel	Counseling Division	SAC	Contract II
Petrocelli	Rachel	Arts, Humanities & Social Sci	SCC	Contract III
Pham	Elaine	Continuing Ed	SCC	Contract III
Pierce	Cathryn	Fine & Performing Arts	SAC	Tenure
Ramirez	Adriana	Humanities & Social Sci	SAC	Contract II
Rocke	Brandon	Humanities & Social Sci	SAC	Tenure
Romero	Martin	Science, Math, & Health Sci	SAC	Tenure
Rudd	James	Human Svcs & Tech	SAC	Tenure
Salcido	Denise	Continuing Ed	SCC	Contract III
Saterfield	Kalonji	Fine & Performing Arts	SAC	Contract III
Seitz	Carol	Science, Math, & Health Sci	SAC	Contract III
Shirah	Melissa	Business & Career Technical Ed	SCC	Contract III
Siddiqui	Shereen	Arts, Humanities & Social Sci	SCC	Contract III
Simmerman	Stacy	Humanities & Social Sci	SAC	Contract III
Smith	Kimberly	Business	SAC	Contract III
Smith	Sean	Science, Mathematics & Health Sciences Division	SAC	Contract II
Sung	Linda	Business	SAC	Contract III
Tolentino	Justin	Science, Math, & Health Sci	SAC	Contract III
Turner	Mark	Student Svcs	SAC	Tenure
Valles	Rodrigo	Humanities & Social Sci	SAC	Contract III
Viera	Violeta	Continuing Ed	SAC	Contract III
Walczak	Katharine	Humanities & Social Sci	SAC	Tenure
Weber	Merari	Continuing Ed	SAC	Contract III

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
FEBRUARY 26, 2018**

CLASSIFIEDNew Appointment

Baldemor, Amparo Senior Accountant (CL17-1067) Fiscal Services/ District	Effective: February 5, 2018 Grade 15, Step 6 \$71,743.69
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Flores, Jazmine Admissions & Records Specialist II (CL17-1054) Admissions/ SCC	Effective: February 5, 2018 Grade 8, Step 1 \$40,067.73
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Professional Growth Increments

Motley, Elizabeth District Safety Officer/ District	Effective: March 1, 2018 Grade 9, Step 6 + 2.5%Bil + 10%L + 1PG (500) \$60,542.51
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Longevity Increments

Motley, Elizabeth District Safety Officer/ District	Effective: January 1, 2018 Grade 9, Step 6 + 2.5%Bil + 10%L \$60,042.51
Vu, Ruby Financial Aid Computer Tech./ SAC	Effective: January 1, 2018 Grade 10, Step 6 + 2.5%L + 6PG (3000) \$62,151.45

Out of Class Assignment

Aguilar, Sandra Accountant/ Continuing Ed./ CEC	Effective: 01/16/18 – 02/09/18 Grade 13, Step 5 + 5%L + 5PG (2500) \$66,965.50
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Change in Position

Do, Vinh From: Custodian To: Skilled Maintenance Worker (CL17-1076) Admin. Services/ SCC	Effective: January 30, 2018 Grade 11, Step 1 \$45,583.45
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Change in Salary Placement

Austin, Dolores
Administrative Secretary/ Continuing Ed./
CEC
Effective: January 1, 2018
Grade 12, Step 6 + 2.5%Bil + 5%L
\$64,594.98 *Correction*

Denim, Susan
Senior Clerk/ Financial Aid/ SCC
Effective: February 1, 2018
Grade 8, Step 6 + 2PG (1000)
\$52,217.35 *Correction*

Leave of Absence

Andrade, Jose
Accountant/ Continuing Ed./ CEC
Effective: 01/16/18 – 02/13/18
Reason: FMLA/Parental Leave

CLASSIFIED HOURLY

New Appointments

Do, Chi V
Learning Facilitator (CL17-1046)
Humanities & Soc. Sci./ SAC
Effective: February 7, 2018
Up to 19 hours/week School Session
Grade 8, Step A \$19.18/Hour

Hernandez, Gabriela
Counseling Assistant (CL17-1073)
EOPS/ SAC
Effective: February 12, 2018
19 Hours/Week 12 Months/Year
Grade 5, Step A \$17.12/Hour

Lazaro, Janet
Administrative Clerk (CL17-1063)
Continuing Education/ OEC
Effective: February 8, 2018
19 Hours/Week 12 Months/Year
Grade 10, Step A + 2.5%Bil \$21.43/Hour

Professional Growth Increment

Corona, Jose
Student Program Specialist/
Foundation/Scholarship/ SAC
Effective: March 1, 2018
Grade 10, Step A + 2PG (500)
\$20.90/Hour + \$41.67/Mo. PG

Chaikaew, Jarunee
Instructional Assistant/ Continuing Ed./
CEC
Effective: March 1, 2018
Grade 5, Step A + 9 PG (2250)
\$17.12/Hour + \$187.50/Mo. PG

Additional Hours for Ongoing Assignment

Cuevas, Manuel Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 01/11/18 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Do, Chi V Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 02/27/18 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Gardea, Omar Learning Center Specialist/ Continuing Ed./ CEC	Effective: 01/02/18 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Hughes, Jessica Instructional Assistant/ Science & Math/ SCC	Effective: 02/05/18 - 06/03/18 Not to exceed 19 consecutive working days in any given period.
Leung, Sharon Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 01/11/18 – 06/30/18 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Arredondo, Mayra Job Developer/ Business Div./ SAC	Effective: 02/06/18 – 05/11/18
Flores, Juan Instructional Assistant/ Continuing Ed./ CEC	Effective: 02/12/18 – 06/29/18
Garcia, Waldo Counseling Assistant/ Continuing Ed./ CEC	Effective: 02/28/18 – 03/30/18
Lyons, Derlinda Instructional Assistant/ Human Services & Tech./ SAC	Effective: 02/05/18 – 04/13/18
MacKowiak, Paige Administrative Clerk/ Human Services & Tech./ SAC	Effective: 01/23/18 – 03/30/18

Substitute Assignments cont'd

Quinonez, Dahlia High School & Comm. Outreach Spec./ Continuing Ed./ CEC	Effective: 02/26/18 – 06/30/18
Rodriguez, Rosalba Instructional Assistant/ Continuing Ed./ CEC	Effective: 02/12/18 – 06/29/18
Rosales Lopez, Jose Custodian/ Continuing Ed./ CEC	Effective: 12/10/17 – 06/30/18

MISCELLANEOUS POSITIONS

Ahumada, David Presenter I/ Business & Career Tech./ SCC	Effective: 01/30/18 – 06/30/18
Budd Bredek, Julia Presenter I/ Business & Career Tech./ SCC	Effective: 01/30/18 – 06/30/18
Hiatt, Courtney Coaching Assistant/ Kinesiology/ SCC	Effective: 01/28/18
Lee, Cindy Presenter I/ Business & Career Tech./ SCC	Effective: 01/30/18 – 06/30/18
Marquez, Cristina Presenter I/ Business & Career Tech./ SCC	Effective: 01/30/18 – 06/30/18
Ramirez Vega, Esther Presenter I/ Business & Career Tech./ SCC	Effective: 01/30/18 – 06/30/18
Santiago, Itzhel Presenter I/ Business & Career Tech./ SCC	Effective: 01/30/18 – 06/30/18

**SANTA ANA COLLEGE
STUDENT ASSISTANT NEW HIRE LIST**

Cruz, Raquel L.	Effective:	02/06/18-06/30/18
Garcia, Karina	Effective:	02/07/18-06/30/18
Guapilla, Eduardo	Effective:	02/05/18-06/30/18
Hellens, Rozzalle L.	Effective:	02/07/18-06/30/18
Je, Haeweon	Effective:	02/12/18-06/30/18
Phan, Thu H.	Effective:	02/12/18-06/30/18
Ramirez, Raymond E.	Effective:	02/06/18-06/30/18
Salgado, Anabel	Effective:	02/05/18-06/30/18

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT NEW HIRE LIST**

Cortes, Sandra	Effective:	01/29/2018 – 06/30/2018
Duran Aguilar, Jose	Effective:	01/31/2018 – 06/30/2018
Gomez, Oscar	Effective:	01/31/2018 – 06/30/2018
Harris, Nolan	Effective:	02/05/2018 – 06/30/2018
Martinez III, Miguel	Effective:	02/01/2018 – 06/30/2018
Mizban, Adam (Revised start date)	Effective:	01/29/2018 – 06/30/2018
Nguyen, Vy Hong Hai	Effective:	01/29/2018 – 06/30/2018
Wisnia, Robert	Effective:	02/05/2018 – 06/30/2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To: Board of Trustees	Date: February 26, 2018
Re: Approval of Employee Calendar (2018-2019)	
Action: Request for Action	

BACKGROUND

In accordance with the negotiated holidays specified in the Agreement between the District and California School Employees Association (CSEA) and its Chapter 579, the 2018-2019 Employee Calendar has been developed.

ANALYSIS

The calendar reflects the holidays designated in the Education Code, plus all additional holidays listed in the CSEA bargaining agreement.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2018-2019 Employee Calendar.

Fiscal Impact: None.	Board Date: February 26, 2018
Prepared by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EMPLOYEE CALENDAR 2018 - 2019

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
JULY	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31	1	2	3	4
AUGUST	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
SEPTEMBER	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	1	2	3	4	5	6
	7	8	9	10	11	12	13
OCTOBER	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
NOVEMBER	18	19	20	21	22	23	24
	25	26	27	28	29	30	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
DECEMBER	23	24	25	26	27	28	29
	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
JANUARY	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	1	2
FEBRUARY	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	1	2
	3	4	5	6	7	8	9
MARCH	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
APRIL	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
MAY	19	20	21	22	23	24	25
	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
JUNE	23	24	25	26	27	28	29
	30						

Independence Day: July 4

Labor Day: September 3

Veterans Day: November 12
Thanksgiving: November 22-23

Holiday Recess: December 24-28
New Year's Day: January 1

Martin Luther King Jr. Day: January 21

Lincoln's Birthday: February 15
Presidents' Day: February 18

Cesar Chavez Day: March 29

Spring Break: April 11-12

Memorial Day: May 27

Board Approved: 02/26/2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**HUMAN RESOURCES**

To: Board of Trustees	Date: February 26, 2018
Re: Approval of Non-Credit Instructional Calendar (2018-2019)	
Action: Request for Action	

BACKGROUND

In conjunction with the Faculty Association of Rancho Santiago Community College District (FARSCCD) and the Continuing Education Faculty Association (CEFA), the 2018-2019 non-credit instructional calendar has been developed.

ANALYSIS

The calendar has been developed in accordance with the FARSCCD and CEFA contracts and relevant Title 5 regulations.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2018-2019 Non-Credit Instructional Calendar.

Fiscal Impact: None.	Board Date: February 26, 2018
Prepared by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RSCCD NON-CREDIT INSTRUCTIONAL CALENDAR 2018 - 2019

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
AUGUST	12	13	14	15	16	17	18	<p align="center"><i>Faculty Projects: August 13-17</i></p> <p align="center">Fall 2018: Instruction Begins August 20</p> <p align="center"><i>Labor Day: September 3</i></p> <p align="center"><i>Veterans Day: November 12</i></p> <p align="center"><i>Thanksgiving Break: November 22-24</i></p> <p align="center">End Fall 2018 - Decemember 14</p> <p align="center"><i>Winter Recess: December 17 - January 1</i></p>
	19	20	21	22	23	24	25	
	26	27	28	29	30	31	1	
SEPTEMBER	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
OCTOBER	30	1	2	3	4	5	6	
	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30	31	1	2	3	
NOVEMBER	4	5	6	7	8	9	10	
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	1	
DECEMBER	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
JANUARY	30	31	1	2	3	4	5	<p align="center"><i>Faculty Projects: Jan 2, 3, & 4</i></p> <p align="center">Spring 2019: Instruction Begins January 7</p> <p align="center"><i>Martin Luther King Day: January 21</i></p> <p align="center"><i>Lincoln's Birthday: February 15</i></p> <p align="center"><i>President's Day: February 18</i></p> <p align="center"><i>Cesar Chavez Day Observed: March 29</i></p> <p align="center"><i>Spring Break April 1-6 (Subject to Change)</i></p> <p align="center"><i>OEC Commencement: May 16</i></p> <p align="center"><i>CEC Commencement: May 17</i></p> <p align="center">End Spring 2019 - May 17</p> <p align="center">Summer Session: Instruction Begins May 20</p> <p align="center"><i>Memorial Day: May 27</i></p> <p align="center"><i>Independence Day Observed: July 4</i></p> <p align="center">End Summer Session - July 27</p>
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
	27	28	29	30	31	1	2	
FEBRUARY	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	1	2	
MARCH	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
APRIL	31	1	2	3	4	5	6	
	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30	1	2	3	4	
MAY	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30	31	1	
JUNE	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
JULY	30	1	2	3	4	5	6	
	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30	31	1	2	3	
AUGUST	4	5	6	7	8	9	10	

Board Approved: 02/26/2018

RSCCD noncredit programs operate on an open-entry/open-exit year-round calendar. Term dates may be adjusted throughout the academic year in response to changing district, site and student needs.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To: Board of Trustees	Date: February 26, 2018
Re: Approval of Services of Job Elephant	
Action: Request for Approval	

BACKGROUND

Since 2007, Rancho Santiago Community College District has utilized the services of Job Elephant in several publication. Job Elephant, on our behalf, handles the administrative task to post all RSCCD job vacancies including graphic design for display advertising. They take all the information of our job vacancies from the job announcements posted in our employment website and provide us with ad copy of approval before posting which save us countless person-hours. Job Elephant tracks every ad we place to generate date on the effectiveness of our advertising. Included in their service, Job Elephant have an annual contract with posting different media/publications such as the Chronicle of Higher Education and several diversity publications.

ANALYSIS

The Human Resources Department seeks the approval of the Board of Trustees to engage in the recruitment and advertising services with the Job Elephant. The fiscal impact of this request is approximately \$25,000 per year.

Job Elephant invoices the District on a yearly basis if their services is utilized.

This contracted service will be funded by the Human Resources budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the services of Job Elephant as presented.

Fiscal Impact: Estimated at approximately \$25,000	Board Date: February 26, 2018
Prepared by: Elouise Marasigan, Director, Employment Services, Equity and Diversity, Human Resources	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: February 26, 2018
Re:	Rejection of Claim	File # EMP1704519
Action:	Request for Authorization	

The district's claims administrator recommends that the Board of Trustees authorize the Chancellor, or designee, to reject claim # EMP1704519.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 18-05

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on February 5, 2018, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Arianna P. Barrios was not present at the board meeting; and

Whereas, the board has determined that Trustee Barrios’s absence was due to a business commitment deemed as a hardship by the board;

NOW, THEREFORE, BE IT RESOLVED that Trustee Barrios shall be paid at the regular rate of compensation for the board meeting on February 5, 2018.

Dated this 26^h day of February 2018.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Chancellor

To: Board of Trustees	Date: February 26, 2018
Re: Approval of Auto-Renewal Clause in Administrator Agreements/Contracts	
Action: Request for Action	

BACKGROUND

At its meeting of August 14, 2017 the board of trustees discussed the auto-renewal clause that is included in the existing agreement/contract for the district's administrators. To insure good fiscal management, the board wanted to evaluate the value of the auto-renewal clause in the administrator agreement/contract and its effect on the accountability of the administrators.

Executive Management (Vice Chancellors and College Presidents) have a three-year agreement/contract. The Chancellor and all other administrators have a two-year agreement/contract.

At the conclusion of the discussion at the August 14, 2017 meeting, the board asked that the Chancellor present information on the auto-renewal clause so that the board may take action as required.

ANALYSIS

A survey was conducted of the four Orange County community college districts and five single college districts in the surrounding area that were identified as those with whom RSCCD most often competes for administrators. Information regarding the auto-renewal clause in the agreement/contract and administrator compensation was collected:

- Seven of the nine institutions have auto-renewal clauses in their administrator contracts.
- RSCCD ranks seventh out of the nine institutions in executive management compensation
- RSCCD ranks ninth out of the nine institutions in administrator compensation.

To insure accountability of its administrators, the district is guided by AR 7150.2 – Management Evaluation Procedure, which provides for scheduled evaluations of its administrators.

Well-qualified administrators are key in managing the district. RSCCD is located in a very competitive recruiting area. The district's low base salaries create a challenging environment in which to recruit administrators and the elimination of the auto-renewal clause would further erode the district's ability to compete with the surrounding institutions.

RECOMMENDATION

It is recommended that the Board of Trustees discuss the existing administrator contracts to determine any changes to be made in the existing administrator agreements/contracts. Further it is recommended the existing administrator agreements/contracts with the auto-renewal clause remain in place and newly hired administrators are offered an agreement/contract with the auto-renewal clause.

Fiscal Impact: None	Board Date: February 26, 2018
Prepared by: Raúl Rodríguez, Ph.D., Chancellor	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

ADMINISTRATOR EMPLOYMENT AGREEMENTS/CONTRACTS

TITLE	GROUP
Assistant Dean, Admissions & Records Immediate Supervisor: Dean of Enrollment & Support Services	Management
Assistant Dean, Disabled Students Programs & Services Immediate Supervisor: Dean of Enrollment & Student Support Services	Management
Assistant Dean, Financial Aid, Scholarship & Veterans Immediate Supervisor: Dean of Enrollment & Support Services	Management
Assistant Dean, Student Services Immediate Supervisor: College President	Management
Assistant Vice Chancellor, Educational Services Position no longer exist	Management
Assistant Vice Chancellor, Facility Planning, District Construction & Support Services Immediate Supervisor: Vice Chancellor of Business Operations/Fiscal Services	Management
Assistant Vice Chancellor, Fiscal Services Immediate Supervisor: Vice Chancellor of Business Operations/Fiscal Services	Management
Assistant Vice Chancellor, Human Resources Immediate Supervisor: Vice Chancellor of Human Resources	Management
Assistant Vice Chancellor, Information Technologies Services Immediate Supervisor: Vice Chancellor of Business Operations/Fiscal Services	Management
Assistant Vice Chancellor, LAOC Regional Consortium Immediate Supervisor: Vice Chancellor of Educational Services	Management
Associate Dean, Business & Career Technical Education Immediate Supervisor: Dean of Business & Career Technical Education	Management
Associate Dean, Criminal Justice Academies Immediate Supervisor: Dean of Human Services & Technology Division	Management
Associate Dean, Disabled Student Programs & Services Immediate Supervisor: Vice President of Student Services	Management
Associate Dean, EOPS Immediate Supervisor: Vice President of Student Services	Management
Associate Dean, Financial Aid Immediate Supervisor: Vice President of Student Services	Management
Associate Dean, Fire Technology Immediate Supervisor: Dean of Human Services & Technology Division	Management
Associate Dean, Health Science & Nursing Immediate Supervisor: Dean of Science, Math & Health Sciences Division	Management
Associate Dean, Instructional & Student Services Position no longer exist	Management
Associate Dean, Student Development Immediate Supervisor: Vice President of Student Services	Management
Chancellor Immediate Supervisor: Board of Trustees	Cabinet
Dean, Arts, Humanities & Social Sciences Immediate Supervisor: Vice President of Academic Affairs	Management
Dean, Business Immediate Supervisor: Vice President of Academic Affairs	Management
Dean, Business & Career Technical Education Immediate Supervisor: Vice President of Academic Affairs	Management
Dean, Counseling Immediate Supervisor: Vice President of Student Services	Management
Dean, Counseling & Student Support Services Immediate Supervisor: Vice President of Student Services	Management

TITLE	GROUP
Dean, Enrollment & Support Services Immediate Supervisor: Vice President of Student Services	Management
Dean, Fine & Performing Arts Immediate Supervisor: Vice President of Academic Affairs	Management
Dean, Human Services & Technology Immediate Supervisor: Vice President of Academic Affairs	Management
Dean, Humanities & Social Sciences Immediate Supervisor: Vice President of Academic Affairs	Management
Dean, Institutional Effectiveness, Library & Learning Support Services Immediate Supervisor: Vice President of Academic Affairs	Management
Dean, Instruction & Student Services Immediate Supervisor: Vice President of Continuing Education	Management
Dean, Kinesiology, Health & Athletics Immediate Supervisor: Vice President of Academic Affairs	Management
Dean, Mathematics & Sciences Immediate Supervisor: Vice President of Academic Affairs	Management
Dean, Science, Mathematics & Health Science Immediate Supervisor: Vice President of Academic Affairs	Management
Dean, Student Affairs Immediate Supervisor: Vice President of Student Services	Management
Director, Facility Planning, District Construction & Support Services Immediate Supervisor: Asst VC, Facility Planning, District Construction & Support Svcs	Management
Director, Workforce Education Immediate Supervisor: Vice Chancellor of Educational Services	Management
Executive Director, Adult Education Block Grant Immediate Supervisor: Vice President of Continuing Education	Management
Executive Director, Child Development Services Immediate Supervisor: Vice Chancellor of Educational Services	Management
President, Santa Ana College Immediate Supervisor: Chancellor	Cabinet
President, Santiago Canyon College Immediate Supervisor: Chancellor	Cabinet
Vice Chancellor, Business Operations & Fiscal Services Immediate Supervisor: Chancellor	Cabinet
Vice Chancellor, Educational Services Immediate Supervisor: Chancellor	Cabinet
Vice Chancellor, Human Resources Immediate Supervisor: Chancellor	Cabinet
Vice President, Academic Affairs Immediate Supervisor: College President	Management
Vice President, Administrative Services Immediate Supervisor: College President	Management
Vice President, Continuing Education Immediate Supervisor: College President	Management
Vice President, Student Services Immediate Supervisor: College President	Management

Rancho Santiago Community College District
ADMINISTRATIVE REGULATION
Chapter 7
Human Resources

AR 7150.2 – Management Evaluation Procedure

1. Frequency of Evaluation

All managers will be evaluated the first two years of employment in a new position, and at least once every three (3) years thereafter. Additional evaluations may be made at the request of the supervising Cabinet officer.

2. Evaluation Responsibility

It is the responsibility of the Human Resources Office to inform the immediate supervisor of the names of those managers due for evaluation by August 1st. The immediate supervisor shall notify the manager by September 15th that he/she is scheduled for evaluation that academic year.

3. Process

- A. The manager will submit to the immediate supervisor a written self-assessment and other appropriate documentation by November 1. Documentation may include but is not limited to:
 - 1) Addressing the three performance standards:
 - a) Leadership/supervision skills
 - b) Professional performance/job duties
 - c) Knowledge base
 - 2) Professional development activities
 - 3) Contributions to the college, district and/or the community in congruence with the overall mission of the college including the improvement of student learning
- B. The manager and the immediate supervisor will agree on a distribution of the evaluation form to staff. However, distribution must include all fulltime employees who are directly supervised by the manager. In addition, distribution should include management colleagues, representatives from outside agencies and part-time staff as deemed appropriate by the immediate supervisor. Distribution will occur by November 1 and be due back to the supervisor within two weeks.
- C. The immediate supervisor is responsible for distribution of the forms with directions to have them returned for tabulation and typing of comments. Comments will be typed to maintain anonymity of respondents. A copy of the results will be given to the manager by February 15.
- D. By May 1st of the academic year in which the evaluation is being completed, the immediate supervisor will consult and review with the manager the self-assessment and results of the evaluation survey, and provide the final written evaluation.
- E. Following the conference with the supervisor, the manager has thirty (30) calendar days to submit a written response to the evaluation.

4. Recommendation

On the basis of the evaluation, the supervisor will recommend that:

- A. the manager continue in the position
- B. the manager be reassigned
- C. the manager be terminated
- D. the manager have a second evaluation (within one year)
 - 1) If a second evaluation is recommended, the immediate supervisor will have the option of using the complete evaluation process, or the self-assessment component as appropriate to address Specific Suggestions for Improvement and/or Improvement Plan. For example, if the area identified as needing improvement is interpersonal skills, the second evaluation shall require the use of the survey instrument.
 - 2) The immediate supervisor will consult and review with the manager the results of the second evaluation and provide the final evaluation.
 - 3) Following the conference with the supervisor, the manager has thirty (30) calendar days to submit a written response to the evaluation.
 - 4) On the basis of the second evaluation, the supervisor will recommend:
 - a) That the manager continue in the position
 - b) That the manager be reassigned
 - c) That the manager be terminated

The final evaluation will be forwarded through the appropriate Vice-Chancellor or President and transmitted to Human Resources.

Responsible Manager: Vice Chancellor, Human Resources

Revised: February 2011

Renumbered: May 18, 2015 (Previously AR7008.2)

Revised: September 19, 2016