

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, March 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.

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

Action

1.4 Public Comment

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 March 12, 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.

- 1.7 Public Hearing – Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from Student Trustee
2.2 Reports from Student Presidents
 - Student activities2.3 Report from Classified Representative
2.4 Reports from Academic Senate Presidents
 - Senate meetings2.5 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events2.6 Report from the Chancellor
2.7 Reports from Board Committee Chairpersons
 - Board Facilities Committee

3.0 INSTRUCTION

- *3.1 Approval of Three Month Instructional Services Agreement with Pacific Clinics Action
The administration recommends approval of the three month instructional services agreement with Pacific Clinics as presented.
- *3.2 Approval of One Year Instructional Services Agreement with Pacific Clinics Action
The administration recommends approval of the one year instructional services agreement with Pacific Clinics as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund and Interfund Transfers Action
The administration recommends approval of budget increases/decreases, transfers, and intrafund and interfund transfers from February 24, 2018, to March 13, 2018.

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

- *4.3 Approval of 2018-2019 Tentative Budget Assumptions Action
The administration recommends approval of the 2018-2019 Tentative Budget Assumptions as presented.
- *4.4 Approval of Change Order #1 for Danny Letner Inc. dba Letner Roofing Company for Bid #1333 for Roof Replacement at District Operations Center Action
The administration recommends approval of change order #1 for Danny Letner Inc. dba Letner Roofing Company for Bid #1333 for roof replacement at District Operations Center as presented.
- *4.5 Acceptance of Completion of Bid #1333 for Roof Replacement at District Operations Center and Approval of Recording of Notice of Completion Action
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- *4.6 Approval of Amendment to Agreement with Hammel, Green & Abrahamson, Inc. for Architectural Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College (SAC) Action
The administration recommends approval of the amendment to the agreement with Hammel, Green & Abrahamson, Inc. for architectural services for Russell Hall Replacement at SAC as presented.
- *4.7 Approval of Amendment to Agreement with Knowland Construction Services for Division of the State Architect (DSA) Inspector of Record Services for Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Knowland Construction Services for DSA Inspector of Record Services for the Central Plant, infrastructure and mechanical upgrades project at SAC as presented.
- *4.8 Approval of Amendment to Agreement with Koury Engineering & Testing, Inc. for Soils Testing and Inspection Services for Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College Action
The administration recommends approval of the amendment with Koury Engineering & Testing, Inc. for soils testing and inspection services for the Central Plant, infrastructure and mechanical upgrades project at SAC as presented.
- *4.9 Approval of Amendment to Agreement with Linik Corporation for Project Management Services for Santa Ana College Projects Action
The administration recommends approval of the amendment to the agreement with Linik Corporation for project management services for SAC projects as presented.

- *4.10 Approval of Amendment to Agreement with Smith-Emery Laboratories for Materials Testing and Inspection Consulting Services for Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Smith-Emery Laboratories for materials testing and inspection consulting services for the Central Plant, infrastructure and mechanical upgrades project at SAC as presented.
- *4.11 Approval of Agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Services for Fan Coil Unit Replacement for Building D at Santiago Canyon College (SCC) Action
The administration recommends approval of the agreement with Sindoni Consulting & Management Services, Inc. for commissioning services for the fan coil unit replacement project at Building D at SCC as presented.
- *4.12 Approval of Canvas ILP SaaS Subscription with Ellucian Inc. Action
The administration recommends approval of the subscription for Canvas ILP SaaS with Ellucian Inc. as presented.
- *4.13 Approval of Surplus Property Action
The administration recommends approval of declaring the list of equipment as surplus property and utilizing The Liquidation Company to conduct an auction as presented.
- *4.14 Approval of Donation of Fire Engine from City of Orange Action
The administration recommends approval of the acceptance of the donation of a 1997 Seagraves Fire Engine from the City of Orange as presented.
- *4.15 Approval of Independent Contractor Action
The administration recommends approval of the following independent contractor: Susan M. Coleman/Education 4 Work to perform services in relation to the OCCareerCafe project including management and implementation of project, working with counselors and deans from Orange County colleges, completing grant reporting requirements, researching new content and guide revisions, and managing grant funding. Dates of service are March 27, 2018, through December 31, 2018. The fee is estimated at \$45,000.

- *4.16 Approval of Independent Contractor Action
The administration recommends approval of the following independent contractor: Christine Friend/Roll It Out, Inc. to provide administrative assistance to the grant team including coordination of meetings, webinars and conferences in relation to the OCCareerCafe project. In addition, she will work with counselors from Orange County colleges to assess student needs, review and revise content, research programs, and attend consortium meetings as needed. Dates of service are March 27, 2018, through December 31, 2018. The fee is estimated at \$20,000.
- *4.17 Approval of Independent Contractor Action
The administration recommends approval of the following independent contractor: Rita Jones/RJ Coaching and Consulting to provide website assistance, make presentations on the website project and develop story maps in relation to the OCCareerCafe project. In addition, she will work with counselors from Orange County colleges to assess student needs, review and revise content, research programs, and attend consortium meetings as needed. Dates of service are March 27, 2018, through December 31, 2018. The fee is estimated at \$45,000.
- *4.18 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period January 21, 2018, through February 17, 2018.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Project RAISE (Regional Alliance in STEM [science, technology, engineering, and mathematics] Education) – \$20,000
Year 2 (SCC)
- *5.2 Approval of Sub-Agreement between RSCCD and Integrative Impact, LLC for Career Technical Education (CTE) Data Unlocked 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 a related contractual agreement on behalf of the district.

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

- *5.3 Approval of Sub-Agreements between RSCCD and Kern, Los Rios, Sequoias, Yosemite and West Hills Community College Districts for Career Technical Education Data Unlocked Initiative Action
The administration recommends approval of the sub-agreements 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.
- *5.4 Approval of Sub-Agreements between RSCCD and Contra Costa, Grossmont-Cuyamaca, Los Angeles, MiraCosta, North Orange County, Ohlone, Pasadena Area, Peralta, San Diego, San Francisco, San Mateo County, Southwestern, and Ventura County Community College Districts for Career Technical Education Data Unlocked Initiative Action
The administration recommends approval of the sub-agreements 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.
- *5.5 Approval of First Amendment to Sub-Agreement between RSCCD and Chaffey Community College District for Career Technical Education Data Unlocked Initiative Action
The administration recommends approval of the 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.
- 5.6 Adoption of Board Policy Action
The administration recommends adoption of the revised Board Policy 7600 – Campus Security Officers.
- 5.7 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

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

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

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
Continuing Education Faculty Association (CEFA)

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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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.

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6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Changes of Assignments
- Approval of Appointments to Interim Assignment/Employment of Retired State Teachers' Retirement System (STRS) Member
- Approval of 2017-2018 Contract Extension Days
- Approval of Changes of Assignment/Location
- Approval of Adjusted Effective Dates for Addition of 2017-2018 Contract Stipend
- Approval of Voluntary Reduced Workloads
- Approval of Beyond Contract/Overload Stipends
- Approval of 2018-2019 Sabbatical Leaves
- Approval of Adjusted Banked Leaves/Withdrawals
- Approval of Leaves of Absence
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Services

6.2 Classified Personnel

Action

- Approval of Hourly Ongoing to Contract Assignments
- Approval of Temporary to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Return to Regular Assignments

6.2 Classified Personnel (cont.)

- Approval of Changes in Position
- Ratification of Resignations/Retirements
- Approval of New Appointments
- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Student Assistant Lists

6.3 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Continuing Education Faculty Association (CEFA) Action

It is recommended that the board receive and file the district's initial bargaining proposal to CEFA and schedule a public hearing for April 9, 2018.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on April 9, 2018.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

2323 North Broadway, #107

Santa Ana, CA 92706

Board of Trustees

(Regular meeting)

Monday, March 12, 2018

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:31 p.m. by Ms. Nelida Mendoza. Other members present were Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, and Mr. Gregory Pierot. Ms. Claudia Alvarez and Mr. Phillip Yarbrough arrived at the time noted. Ms. Arianna Barrios was not in attendance due to being honored at the State Capitol's Distinguished Women of the Year Ceremony.

Administrators present during the regular meeting were Ms. Judy Chitlik, Mr. Peter Hardash, Dr. John Hernandez, Dr. Raúl Rodríguez, and Dr. Linda Rose. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Dr. James Kennedy, Vice President of Continuing Education, Santa Ana College (SAC).

Ms. Alvarez arrived at this time.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Labrado and seconded by Mr. Hanna to approve a revised page to the agenda, and 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, and Ms. Mendoza. Student Trustee Pierot's advisory vote was aye.

1.4 Public Comment

Ms. Shantel Thornton, SAC faculty member, spoke regarding the non-renewal of her probationary faculty contract.

Mr. Mark Smith, Santiago Canyon College (SCC) faculty member, spoke regarding safety on the campus amid shootings taking place across the country.

1.4 Public Comment (continued)

Mr. Ricardo R. Castillo, Ms. Kathleen Patterson, Mr. Mario Robertson, and Ms. Sandra Wood spoke on behalf of the full-time tenured faculty members of the SAC Humanities & Social Sciences Division regarding the tenure review of two first-year candidates at SAC.

Mr. Yarbrough arrived during public comments by Mr. Castillo.

Mr. Antonio D. Federico spoke regarding the Chicano Studies and Ethnic Studies programs at SCC.

1.5 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve the minutes of the meeting held February 26, 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 advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 3.8 (College and Career Access Pathways, a Dual Enrollment Partnership Agreement 2018-2019 between RSCCD and Santa Ana Unified School District) removed from the Consent Calendar by Ms. Mendoza. 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 advisory vote was aye.

3.1 Approval of Educational Affiliation Agreement Renewal with Rowland Unified School District

The board approved the educational affiliation agreement renewal with Rowland Unified School District located in Rowland Heights, California as presented.

3.2 Approval of County of Orange Contract #Z1000000068, Amendment Number Twelve

The board approved the County of Orange Contract #Z1000000068, Amendment Number Twelve, located in Santa Ana, California as presented.

3.3 Approval of County of Orange Contract #MA-060-11010909, Amendment Number Seven

The board approved the County of Orange Contract #MA-060-11010909, Amendment Number Seven, located in Santa Ana, California as presented.

1.6 Approval of Consent Calendar (cont.)

3.4 Approval of County of Orange Contract #MA-060-13010027, Amendment Number Two

The board approved the County of Orange Contract #MA-060-13010027, Amendment Number Two, located in Santa Ana, California as presented.

3.5 Approval of Proposed Revisions for the 2018-2019 Santa Ana College Catalog
The board approved the 2018-2019 SAC Catalog as presented.

3.6 Approval of Santa Ana College Community Services Program for Summer 2018

The board approved the SAC Community Services Program for Summer 2018 as presented.

3.7 Approval of Santiago Canyon College Community Services Program for Summer 2018

The board approved the SCC Community Services Program for Summer 2018.

3.9 Approval of Assembly Bill (AB) 288 College and Career Access Pathways (CCAP) Partnership Agreement between Rancho Santiago Community College District and Orange Unified School District (OUSD)

The board approved the AB 288 College and Career Access Pathways Partnership Agreement with OUSD.

3.10 Approval of College Work-Based Learning Planning and Tools Pilot Project Memorandum of Understanding (MOU) with Foundation for California Community Colleges

The board approved the College Work-Based Learning Planning and Tools Pilot Project MOU with the Foundation for California Community Colleges.

3.11 Approval of Instructional Services Agreement with National Career Advancement Institute

The board approved the Instructional Services Agreement with the National Career Advancement Institute as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers from February 14, 2018, to February 23, 2018.

4.3 Approval of Agreement with Cumming Construction Management Planning and Project Management Services

The board approved the agreement with Cumming Construction Management for Planning and Project Management Services as presented.

1.6 Approval of Consent Calendar (cont.)

4.4 Approval of Agreement with HL Construction Management – Cost Estimating Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College

The board approved the agreement with HL Construction Management for Cost Estimating Consulting Services for Russell Hall Replacement at SAC as presented.

4.5 Approval of Agreement with Sandy Pringle Associates Inspection Consultants – Project Inspector Services for Barrier Removal Exterior Phase 1 – Parking and Barrier Removal Exterior Phase 2A – Exterior Path of Travel at Santiago Canyon College

The board approved the agreement with Sandy Pringle Associates Inspection Consultants for Project Inspector Services Barrier Removal Exterior Phase I – Parking and Barrier Removal Exterior Phase 2A – Exterior Path of Travel at SCC as presented.

4.6 Approval of Rejection of all Bids for Bid #1340 – Barrier Removal Exterior Parking Lot (Phase 1) at Santiago Canyon College

The board approved rejecting all bids for Bid #1340 for Barrier Removal Exterior Parking Lot (Phase 1) at SCC as presented.

4.7 Approval of Agreement for nDiscovery Managed Detection Services with Sage Data Security

The board approved the agreement for nDiscovery Managed Detection Services with Sage Data Security as presented.

5.1 Approval of Resource Development Items

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

- Board Financial Assistance Program (BFAP) (SCC) - \$ 1,799
 – *Adjustment*
- Full-Time Student Success Grant (SAC & SCC) \$480,091
 – *Augmentation*

1.7 Recognition in Honor of Women’s History Month

In honor of Women’s History Month, the board recognized Ms. Rosi Enriquez, Counselor/Professor, SCC; Ms. Eve Kikawa, Dean, Fine & Performing Arts, SAC; and Ms. Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction & Support Services, District; for helping shape America’s future through their public service, leadership, and professional achievements at the Rancho Santiago Community College District.

1.8 Presentation on National Council of Examiners for Engineering and Surveying (NCEES) 2017 Surveying Education Award

On behalf of the National Council of Examiners for Engineering and Surveying; Mr. Robert Stockton, Civil Engineering member of the California Board for Engineers, Land Surveyors, and Geologist; presented the 2017 Surveying Education Award to representatives from Santiago Canyon College.

1.9 Presentation on Santiago Canyon College Water Program

Mr. Stephen J. McLean, Associate Professor of Water Utility Science, gave a presentation on the Water Program at SCC. Board members received clarification on data related to the presentation from Mr. McLean.

1.10 Update on the Status of Deferred Action for Childhood Arrivals (DACA)

Mr. Austin Webster, Senior Associate, Townsend Public Affairs, provided an update on the status of DACA. Board members received clarification on data related to the presentation from Mr. Webster.

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to suspend the rules and hear Item 2.5 (Report from Classified Representative) at this time since Ms. Thomas had to leave the meeting early.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.5 Report from Classified Representative

Ms. Elizabeth Thomas, Financial Aid Analyst, Santiago Canyon College, provided a report to the board on behalf of the classified Staff.

2.1 Report from the Chancellor

Dr. Raúl Rodríguez, Chancellor, provided a report to the board.

2.2 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.

2.3 Report from Student Trustee

Mr. Pierot provided a report to the board.

Mr. Pierot left the meeting at this time due to a family matter.

2.4 Reports from Student Presidents

Mr. Edward Hou, Student President, Santiago Canyon College, provided a report to the board.

There was no representation from Santa Ana College.

2.5 Report from Classified Representative

This item was heard after Item 1.10 (Update on DACA).

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 Report from Board Committee Chairperson

Mr. Hernandez provided a report to the board of the March 8, 2018, Orange County Community Colleges Legislative Taskforce meeting.

3.0 INSTRUCTION

Items 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, and 3.9 through 3.11 were approved as part of Item 1.6 (Consent Calendar).

3.8 Approval of College and Career Access Pathways (CCAP), a Dual Enrollment Partnership Agreement 2018-2019 between Rancho Santiago Community College District and Santa Ana Unified School District (SAUSD)

Ms. Mendoza indicated her intention to abstain from the vote on this item due to a potential conflict of interest and passed the gavel to Mr. Yarbrough as vice president. It was moved by Ms. Alvarez and seconded by Mr. Hanna to approve the College and Career Access Pathways, a Dual Enrollment Partnership Agreement 2018-2019 between RSCCD and SAUSD as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough, and a vote of abstention from Ms. Mendoza. Student Trustee Pierot's advisory vote was aye.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

5.0 GENERAL

Item 5.1 was approved as part of Item 1.6 (Consent Calendar).

5.2 First Reading of Board Policy

Board Policy 7600 – Campus Safety Officers was presented for a first reading as an informational item.

5.3 Board Member Comments

Mr. Hanna provided a report on the recent meeting of the Community College League of California Advisory Committee on Legislation that included discussion on student financial aid, DACA students, and the budget.

Mr. Labrado asked that a condensed list of what to do in an emergency be posted in each classroom.

Ms. Alvarez congratulated Ms. Enriquez, Ms. Kikawa, and Ms. Matsumoto for being recognized in honor of Women’s History Month.

Ms. Alvarez thanked the faculty for informing the board of the process used to approve tenure for faculty members. She asked that the board president read the guidelines relating to public comments before public comments are given.

Ms. Alvarez informed the board that the new City of Santa Ana police chief, Mr. David Valentin, is a SAC alumni.

Ms. Alvarez and Mr. Hernandez reported that they attended the College of Education's Honor an Educator Ceremony on March 10 where RSCCD (including SAC and SCC) were honored by the California State University, Fullerton College of Education as recipients of the 2018 Distinguished Education Excellence Award.

Mr. Yarbrough asked that an update on the Orange Education Center be placed on the next agenda.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:42 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. Professional Experts
 - e. Volunteers
 - f. Student Workers

2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Public Employee Discipline/Dismissal/Release/Complaint (pursuant to Government Code Section 54957[b][1])

RECONVENE

The board reconvened at 8:20 p.m.

Public Comment

There were no public comments.

Closed Session Report

Ms. Alvarez reported during closed session the board discussed public employment and public employee discipline/dismissal/release. Ms. Alvarez reported the board took no reportable action at this time.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

It was moved by Mr. Yarbrough 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.

- Approve Employment Agreement
- Approve New Job Description
- Approve Appointment
- Approve Interim to Permanent
- Approve Change of Interim Assignment
- Approve Return to Regular Assignment
- Ratify Resignations/Retirements
- Approve 2018/2019 Tenure Review Recommendations
- Approve Temporary to Tenure Track
- Approve Hiring of Temporary Long-term Substitute
- Approve Return to Regular Assignment/Voluntary Workload Reduction
- Approve Addition of 2017-2018 Contract Stipend
- Approve Beyond Contract/Overload Stipend
- Approve Leave of Absence
- Approve Rescission of Leave of Absence
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Internship

6.2 Classified Personnel

It was moved by Mr. Yarbrough 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.

- Approve New Appointments
- Approve Temporary to Contract
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignment
- Approve Changes in Position
- Approve Changes in Salary Placement
- Approve Leave of Absence
- Ratify Resignations/Retirements
- Approve Temporary to Hourly Ongoing
- Approve Temporary Assignments
- Approve Change in Temporary Assignment
- Approve Additional Hours for Ongoing Assignment
- Approve Miscellaneous Positions
- Approve Instructional Associate/Associate Assistant
- Approve Community Service Presenters and Stipends
- Approve Volunteers

6.3 Approval of Memorandum of Understanding for Article 7 of Collective Bargaining Agreement between Rancho Santiago Community College District and California School Employees Association (CSEA), Chapter 579

It was moved Mr. Yarbrough and seconded by Ms. Alvarez to approve the MOU for Article 7 – Association Rights and Non-Discriminatory Practices of the Collective Bargaining Agreement between RSCCD and CSEA, Chapter 579. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.4 Approval of Revision to Article 23 of Collective Bargaining Agreement between Rancho Santiago Community College District and CSEA Chapter 579

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve Memorandum of Understanding for Article 23 – Effects of Lay Off of the Collective Bargaining Agreement between RSCCD and CSEA, Chapter 579. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.5 Presentation of Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve scheduling a public hearing for the next regularly scheduled board meeting. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.6 Approval of RSCCD Equal Employment Opportunity and Human Resources Plan

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the Equal Employment Opportunity and Human Resources Plan as presented. 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 of the Board of Trustees will be held on Monday, March 26, 2018.

There being no further business, Ms. Mendoza declared the meeting adjourned at 8:22 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

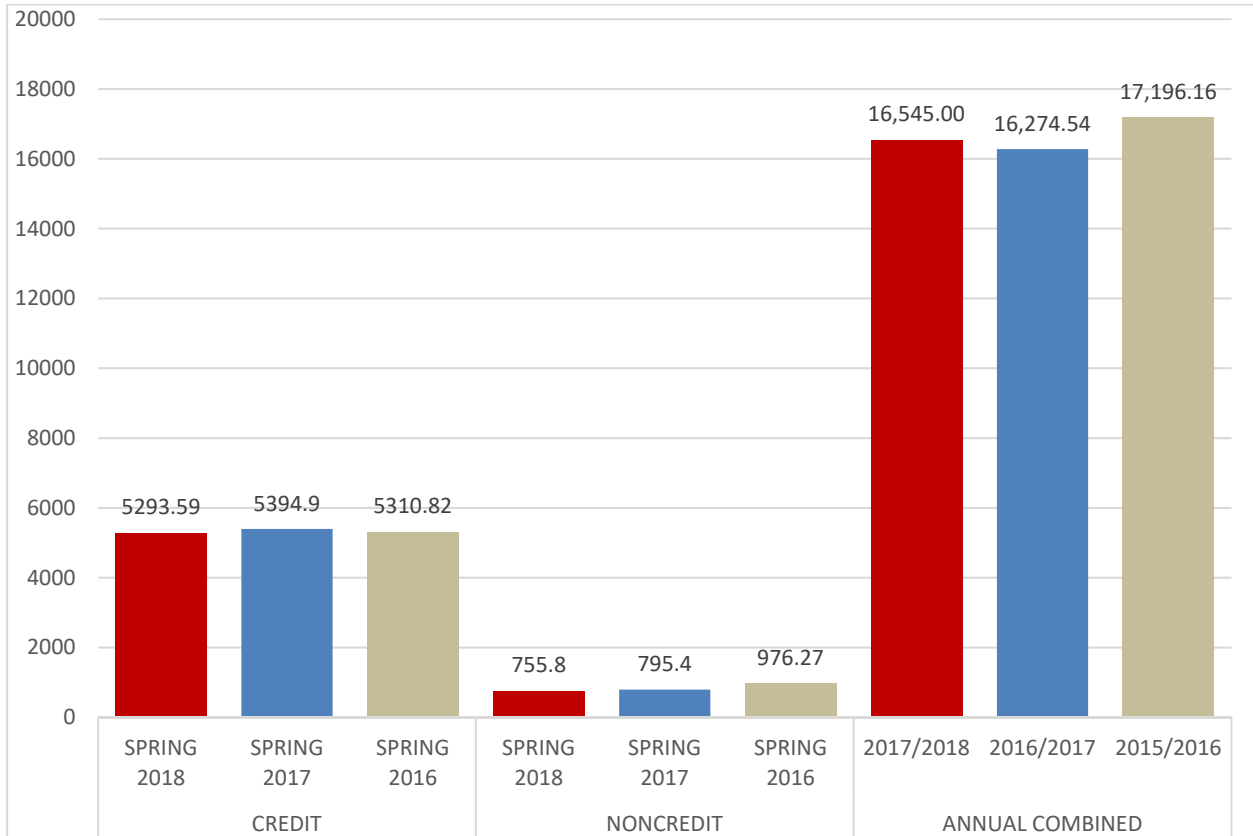
Approved: _____
Clerk of the Board

Minutes approved: March 26, 2018



SAC 2018 SPRING ENROLLMENT SNAPSHOT

Date: 03/09/18



PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET*	7,302		
CREDIT SPRING PROJECTION*	7,256	-56	-.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:

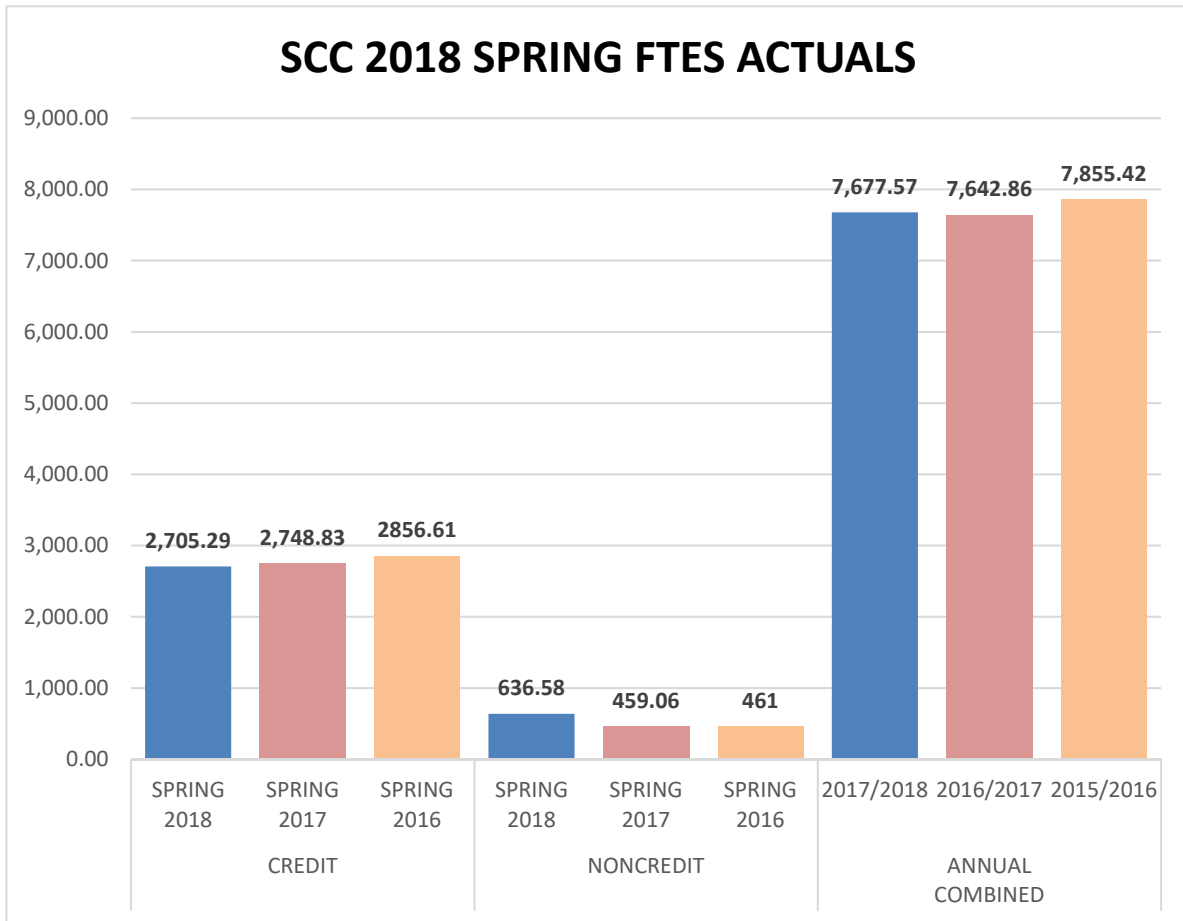
Executive Dashboard RG540 Report

*Includes Intersession



SCC 2018 SPRING ENROLLMENT SNAPSHOT

3/8/2018



PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET	2814		
CREDIT SPRING PROJECTION	2765	-49	1.7%
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**SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To: Board of Trustees	Date: March 26, 2018
Re: Approval of Three Month Instructional Services Agreement with the Pacific Clinics	
Action: Request for Approval	

BACKGROUND

The Pacific Clinics is requesting to enter into a three month Instructional Services Agreement with the Santiago Canyon College - Orange Education Center (SCC-OEC). Attached is the Instructional Service Agreement (SCC Contract # SCC 18-0326A) that describes the roles and responsibilities of SCC-OEC and Pacific Clinics. The agreement is for the period of April 1, 2018 through June 30, 2018.

ANALYSIS

Through this Instructional Services Agreement, SCC-OEC will provide noncredit Adults with Disabilities classes at the Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866. Pacific Clinics will provide the faculty who teach under this agreement. RSCCD will collect State apportionment for these classes and reimburse NCAI \$2.50 per student attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the three month Instructional Services Agreement with the Pacific Clinics as presented.

Fiscal Impact: Apportionment	Board Date: March 26, 2018
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

INSTRUCTIONAL SERVICES AGREEMENT

BETWEEN THE

PACIFIC CLINICS

AND THE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is entered into this First day of April 1, 2018, which date is enumerated for purposes of reference only, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "RSCCD," and the PACIFIC CLINICS, hereinafter referred to as "PACIFIC CLINICS."

WITNESSETH:

WHEREAS, RSCCD is authorized under Section 78021 of the California Education Code to establish contract education programs by agreement with any public or private agency, corporation, or association, to provide specific educational programs or training to meet the needs of these entities; and

WHEREAS, "contract education" is defined to mean those situations in which a community college district contracts with a public or private entity for the purposes of providing instruction or services or both by the community college; and

WHEREAS, RSCCD wishes to offer noncredit courses in certain facilities provided by the PACIFIC CLINICS; and

WHEREAS, RSCCD represents that it has minimum qualifications for instructors teaching these courses and the qualifications are consistent with requirements in other similar courses given at the RSCCD: and

WHEREAS, PACIFIC CLINICS represents that it is a public organization funded by the Orange County Health Care Agency through the Mental Health Services Act; Workforce Education & Training; and

WHEREAS, through this Agreement with PACIFIC CLINICS, RSCCD intends to provide educational programs for the benefit of eligible students of the RSCCD at various

facilities, including PACIFIC CLINICS' Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866; and

WHEREAS, PACIFIC CLINICS operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination; and

WHEREAS, PACIFIC CLINICS operates in physical facilities that meet requirements of State and local Health and Safety regulations and are adequate and suitable for the courses offered and the number of students in attendance; and

WHEREAS, PACIFIC CLINICS maintains current and accurate student attendance and progress records, and PACIFIC CLINICS consents to inspection of these records by authorized representatives of RSCCD, the California Community College Board of Governors, and other regulatory and administrative agencies;

NOW, THEREFORE, in consideration of the conditions, covenants, terms, agreements and recitals contained herein, it is mutually agreed as follows:

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A. RECITALS:

All the above recitals are true and correct.

B. TERM:

The term of this Agreement shall be for three months, commencing April 1, 2018 and terminating June 30, 2018, unless earlier terminated by either party in the manner set forth herein.

C. OPTIONAL TERMINATION:

PACIFIC CLINICS or RSCCD may terminate this Agreement, without cause, at the end of any semester or summer session, upon thirty days written notice to the other party.

D. RESPONSIBILITIES OF RSCCD:

1. RSCCD shall provide instruction and training to eligible students of the RSCCD at various facilities designated by PACIFIC CLINICS, including PACIFIC CLINICS Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866. RSCCD is responsible for the education programs conducted at these facility sites.
2. RSCCD shall provide classes for Adults with Disabilities. The courses of instruction under this agreement are listed in the annual Santiago Canyon College Catalog and as an attachment to this agreement (Attachment A). The total number of student attendance hours under this agreement shall not exceed 4,800.
3. The curriculum shall be as described in the RSCCD's Catalog and the program and course outlines on file in the Instruction Office as approved by the Curriculum Council, the Chancellor, the Board of Trustees of RSCCD, and the Chancellor's Office of the California Community Colleges.
4. RSCCD shall use selected PACIFIC CLINICS staff as instructors to provide the instruction and training covered in this Agreement. In order to meet the California Code of Regulations, Title 5, requirement, that students be under the immediate supervision of an "employee" of RSCCD, RSCCD will invoke the provision of Title 5, Section 58058(b).

Accordingly, PACIFIC CLINICS staff that is used, as instructors will be required to enter into written individual instructor service agreements with RSCCD regarding their responsibilities for delivering the curriculum called for in this Agreement.

RSCCD shall have the primary right to control and direct instructional activities of the instructor while instructor is conducting a class, or classes, given through an instructional service agreement between RSCCD and PACIFIC CLINICS.

5. Instruction to be claimed for apportionment by RSCCD under this Agreement shall be under the immediate supervision and control of an employee of the RSCCD (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California community college.
6. RSCCD's minimum qualifications for instructors teaching under this agreement are consistent with requirements in other similar courses offered within the RSCCD.
7. RSCCD shall demonstrate control and direction of the instructional courses offered under this agreement through such appropriate actions as providing the instructors with an orientation, instructor's manual, course outline, curriculum material, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
8. RSCCD has specified the courses of instruction within this Agreement (Attachment A), and the outlines of record for such courses have been approved by the college's curriculum committee as meeting Title 5 course standards, and the RSCCD's board of trustees has approved the courses.
9. RSCCD shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. RSCCD shall assure that the courses offered through this agreement, and the faculty and the students, are held to a level of rigor comparable to that of the other sections of noncredit education courses offered within the RSCCD.
10. RSCCD shall claim state apportionment for student attendance generated in classes covered by this Agreement. PACIFIC CLINICS shall not claim state apportionment for the same student attendance hours claimed by RSCCD.

11. RSCCD shall reimburse PACIFIC CLINICS for use of staff and facilities, in accordance with the terms stated in Section G, "PAYMENT."
12. RSCCD shall provide the normal administrative functions, including admissions, counseling, registration, and achievement records comparable to those maintained for any student of RSCCD.

E. RESPONSIBILITIES OF PACIFIC CLINICS:

1. PACIFIC CLINICS shall provide staff and facilities for RSCCD to utilize in the operation of its instructional programs for eligible students of the RSCCD.
2. PACIFIC CLINICS staff who are used as instructors under this Agreement will be appropriately credentialed to teach the subject areas covered by this Agreement.
3. Pursuant to California Code of Regulations, Title 5, Section 58058(b), PACIFIC CLINICS staff used as instructors under this Agreement will enter into individual agreements with RSCCD regarding their responsibilities as instructors for RSCCD, specifically for delivery of the curriculum covered by this Agreement. All instructor agreements will be kept on file by RSCCD.
4. RSCCD shall not be obligated to make any payment to PACIFIC CLINICS staff for services under the terms of this Agreement. Any and all salaries and benefits payable or owing to PACIFIC CLINICS staff who are used as instructors under the terms of this Agreement are the sole responsibility and liability of PACIFIC CLINICS.
5. PACIFIC CLINICS shall not be reimbursed for more than the total hours called for in the curriculum in any one subject area for any one student.
6. PACIFIC CLINICS shall provide all necessary instructional supplies and equipment for the students covered by the Agreement. All material and equipment supplied by PACIFIC CLINICS shall remain the property of PACIFIC CLINICS and shall not be removed from the premises without permission of PACIFIC CLINICS.
7. PACIFIC CLINICS shall not charge students receiving instruction and training under this Agreement additional cost for tuition.
8. PACIFIC CLINICS will provide those administrative functions essential for the operation of facilities, at its own expense, where the instructional programs under this agreement take place.

9. PACIFIC CLINICS shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.
10. PACIFIC CLINICS courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
11. PACIFIC CLINICS shall retain records of enrollees' attendance for at least five (5) years and shall, upon request, make them available for review by RSCCD, the Office of Private Postsecondary Education, and the Chancellor's Office of the California Community Colleges.

F. RESPONSIBILITIES OF RSCCD AND PACIFIC CLINICS:

1. RSCCD and PACIFIC CLINICS will make available as appropriate support services such as counseling, guidance and placement assistance for the students.
2. RSCCD and PACIFIC CLINICS will supervise students and evaluate student progress.
3. RSCCD and PACIFIC CLINICS will determine the withdrawal procedures and documentation applicable to students who seek to withdraw prior to completion of a course.
4. Procedures, Terms, and Conditions. The enrollment period for instructional programs under this agreement is determined by RSCCD and is unique to this program. The students do not pay enrollment fees for the education courses under this agreement. The RSCCD determines the number of class hours sufficient to meet the stated performance objectives.

G. PAYMENT:

1. RSCCD shall reimburse PACIFIC CLINICS for the use of staff and facilities at the rate of \$2.50 per student attendance hour, up to a maximum of 4,800 hours (\$12,000). The hours claimed under this Agreement must be certified to RSCCD for actual attendance

during the preceding month for all properly enrolled students. Such payment is considered full payment to cover all of PACIFIC CLINICS's contract cost of operating the instructional programs covered by this Agreement.

2. PACIFIC CLINICS shall submit certified statements and billing monthly to:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College

Orange Education Center

1465 N. Batavia Street

Orange, CA 92867

ATTENTION: Vice President, Continuing Education

3. PACIFIC CLINICS billing shall include evidence of positive attendance in accordance with State regulations. At the end of each month, RSCCD will send the total attendance hours posted for the month to PACIFIC CLINICS's designee for reconciliation and confirmation/certification so that an invoice can be generated. All billings shall include the total number of actual student attendance hours.
4. RSCCD shall reimburse PACIFIC CLINICS within twenty (20) days after receipt of billing.

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States Mail, first class postage prepaid and addressed as follows:

RSCCD:

Santiago Canyon College

Rancho Santiago Community College District

2323 North Broadway

Santa Ana, CA 92706-1640

Attention: Vice President, Continuing Education

**PACIFIC CLINICS:
PACIFIC CLINICS**

Recovery Education Institute
401 S. Tustin St. Building B
Orange, CA 92866
714-244-4322

Attention: Christine Hanna, Education Director

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF PACIFIC CLINICS AND RSCCD:

PACIFIC CLINICS is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between RSCCD and PACIFIC CLINICS, or any of PACIFIC CLINICS's agents or employees. PACIFIC CLINICS, its agents and employees shall not be entitled to any rights or privileges of RSCCD employees and shall not be considered in any manner to be RSCCD employees.

RSCCD is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between PACIFIC CLINICS and RSCCD, or any of RSCCD's agents or employees. RSCCD, its agents and employees, shall not be entitled to any rights or privileges of PACIFIC CLINICS employees and shall not be considered in any manner to be PACIFIC CLINICS employees.

J. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of RSCCD and PACIFIC CLINICS, with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

K. CERTIFICATION BY RSCCD:

RSCCD hereby certifies that on all student attendance from classes offered through this Agreement which it reports for state apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

L. CERTIFICATION BY PACIFIC CLINICS:

PACIFIC CLINICS hereby certifies that in receiving the compensation for attendance hours stipulated in this Agreement, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

M. INSURANCE:

1. PACIFIC CLINICS shall obtain and maintain insurance, at the expense of PACIFIC CLINICS, all workers' compensation insurance required by law for its employees in the operation of this program.
2. PACIFIC CLINICS shall maintain during the entire term of this Agreement insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate. Said coverage shall expressly name Rancho Santiago Community College District, its officers, agents, and employees, as Additional Insured. PACIFIC CLINICS shall provide to RSCCD a certificate of insurance and the Additional Insured Endorsement covering the contract period and stating the required coverage.
 - a. This coverage shall not be canceled or coverage reduced until notice has been mailed to RSCCD stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.
 - b. Such coverage as provided shall be primary and any coverage carried by RSCCD shall be excess and non-contributory.

N. INDEMNIFICATION:

RSCCD shall indemnify and hold PACIFIC CLINICS, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of RSCCD, its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RSCCD shall defend, at its expense, including attorney fees, PACIFIC CLINICS, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

PACIFIC CLINICS shall indemnify and hold RSCCD, its officers, agents, employees, and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of PACIFIC CLINICS, its officers, agents, employees, subcontracts, and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and PACIFIC CLINICS shall defend, at its expense, including attorney fees, RSCCD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

IN WITNESS WHEREOF, the parties have executed the AGREEMENT to provide education classes to eligible students of the RSCCD.

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

PACIFIC CLINICS

Signature:

Date:

Kris Giordano
Executive Vice President
PACIFIC CLINICS
800 S. Santa Anita
Arcadia, CA 91006
626-254-5000

Attachment A
COURSES OF INSTRUCTION

COURSES FOR ADULTS WITH DISABILITIES

WKPR 001	Transition to Higher Learning	60
WKPR 002	Self-Advocacy	60
WKPR 003	Getting Around Town	60
WKPR 004	Choosing the Right Employment Path	60
WKPR 005	Safety on the Job	60
WKPR 006	Communication Skills for Successful Employment	60
WKPR 007	Social Skills and Necessary Etiquette	60
WKPR 008	Building Critical Thinking Skills	60
WKPR 009	Beginning Computers	60
WKPR 011	Introduction to Handling Money	60
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WKPR 013	Applying Writing Skills on the Job	60

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To: Board of Trustees	Date: March 26, 2018
Re: Approval of One Year Instructional Services Agreement with the Pacific Clinics	
Action: Request for Approval	

BACKGROUND

The Pacific Clinics is requesting to enter into a one year Instructional Services Agreement with the Santiago Canyon College - Orange Education Center (SCC-OEC). Attached is the Instructional Service Agreement (SCC Contract # SCC 18-0326B) that describes the roles and responsibilities of SCC-OEC and Pacific Clinics. The agreement is for the period of July 1, 2018 through June 30, 2019.

ANALYSIS

Through this Instructional Services Agreement, SCC-OEC will provide noncredit classes in the instructional program areas of: English as a Second Language classes; adult High School Diploma or equivalent, short-term Career Technical Education; Adults with Disabilities; and programs for Older Adults. The classes will take place at the Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866. Pacific Clinics will provide the faculty who teach under this agreement. RSCCD will collect State apportionment for these classes and reimburse NCAI \$2.50 per student attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the one year Instructional Services Agreement with the Pacific Clinics as presented.

Fiscal Impact: Apportionment	Board Date: March 26, 2018
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

INSTRUCTIONAL SERVICES AGREEMENT

BETWEEN THE

PACIFIC CLINICS

AND THE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is entered into this First day of July 2018, which date is enumerated for purposes of reference only, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “RSCCD,” and the PACIFIC CLINICS, hereinafter referred to as “PACIFIC CLINICS.”

WITNESSETH:

WHEREAS, RSCCD is authorized under Section 78021 of the California Education Code to establish contract education programs by agreement with any public or private agency, corporation, or association, to provide specific educational programs or training to meet the needs of these entities; and

WHEREAS, "contract education" is defined to mean those situations in which a community college district contracts with a public or private entity for the purposes of providing instruction or services or both by the community college; and

WHEREAS, RSCCD wishes to offer noncredit courses in certain facilities provided by the PACIFIC CLINICS; and

WHEREAS, RSCCD represents that it has minimum qualifications for instructors teaching these courses and the qualifications are consistent with requirements in other similar courses given at the RSCCD: and

WHEREAS, PACIFIC CLINICS represents that it is a public organization funded by the Orange County Health Care Agency through the Mental Health Services Act; Workforce Education & Training; and

WHEREAS, through this Agreement with PACIFIC CLINICS, RSCCD intends to provide educational programs for the benefit of eligible students of the RSCCD at various

facilities, including PACIFIC CLINICS' Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866; and

WHEREAS, PACIFIC CLINICS operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination; and

WHEREAS, PACIFIC CLINICS operates in physical facilities that meet requirements of State and local Health and Safety regulations and are adequate and suitable for the courses offered and the number of students in attendance; and

WHEREAS, PACIFIC CLINICS maintains current and accurate student attendance and progress records, and PACIFIC CLINICS consents to inspection of these records by authorized representatives of RSCCD, the California Community College Board of Governors, and other regulatory and administrative agencies;

NOW, THEREFORE, in consideration of the conditions, covenants, terms, agreements and recitals contained herein, it is mutually agreed as follows:

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A. RECITALS:

All the above recitals are true and correct.

B. TERM:

The term of this Agreement shall be for one year, commencing July 1, 2018 and terminating June 30, 2019, unless earlier terminated by either party in the manner set forth herein.

C. OPTIONAL TERMINATION:

PACIFIC CLINICS or RSCCD may terminate this Agreement, without cause, at the end of any semester or summer session, upon thirty days written notice to the other party.

D. RESPONSIBILITIES OF RSCCD:

1. RSCCD shall provide instruction and training to eligible students of the RSCCD at various facilities designated by PACIFIC CLINICS, including PACIFIC CLINICS Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866. RSCCD is responsible for the education programs conducted at these facility sites.
2. RSCCD shall provide:
 - a. English as a Second Language Classes
 - b. Classes that lead toward the attainment of an adult high school diploma or preparation for a high school equivalency certification such as GED or HiSET.
 - c. Classes in short-term Career Technical Education
 - d. Classes for Adults with Disabilities
 - e. Classes for Older Adults

The courses of instruction under this agreement are listed in the annual Santiago Canyon College Catalog and as an attachment to this agreement (Attachment A). The total number of student attendance hours under this agreement shall not exceed 30,000 per fiscal year.

3. The curriculum shall be as described in the RSCCD's Catalog and the program and course outlines on file in the Instruction Office as approved by the Curriculum Council,

the Chancellor, the Board of Trustees of RSCCD, and the Chancellor's Office of the California Community Colleges.

4. RSCCD shall use selected PACIFIC CLINICS staff as instructors to provide the instruction and training covered in this Agreement. In order to meet the California Code of Regulations, Title 5, requirement, that students be under the immediate supervision of an "employee" of RSCCD, RSCCD will invoke the provision of Title 5, Section 58058(b).

Accordingly, PACIFIC CLINICS staff that is used, as instructors will be required to enter into written individual instructor service agreements with RSCCD regarding their responsibilities for delivering the curriculum called for in this Agreement.

RSCCD shall have the primary right to control and direct instructional activities of the instructor while instructor is conducting a class, or classes, given through an instructional service agreement between RSCCD and PACIFIC CLINICS.

5. Instruction to be claimed for apportionment by RSCCD under this Agreement shall be under the immediate supervision and control of an employee of the RSCCD (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California community college.
6. RSCCD's minimum qualifications for instructors teaching under this agreement are consistent with requirements in other similar courses offered within the RSCCD.
7. RSCCD shall demonstrate control and direction of the instructional courses offered under this agreement through such appropriate actions as providing the instructors with an orientation, instructor's manual, course outline, curriculum material, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
8. RSCCD has specified the courses of instruction within this Agreement (Attachment A), and the outlines of record for such courses have been approved by the college's curriculum committee as meeting Title 5 course standards, and the RSCCD's board of trustees has approved the courses.

9. RSCCD shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. RSCCD shall assure that the courses offered through this agreement, and the faculty and the students, are held to a level of rigor comparable to that of the other sections of noncredit education courses offered within the RSCCD.
10. RSCCD shall claim state apportionment for student attendance generated in classes covered by this Agreement. PACIFIC CLINICS shall not claim state apportionment for the same student attendance hours claimed by RSCCD.
11. RSCCD shall reimburse PACIFIC CLINICS for use of staff and facilities, in accordance with the terms stated in Section G, "PAYMENT."
12. RSCCD shall provide the normal administrative functions, including admissions, counseling, registration, and achievement records comparable to those maintained for any student of RSCCD.

E. RESPONSIBILITIES OF PACIFIC CLINICS:

1. PACIFIC CLINICS shall provide staff and facilities for RSCCD to utilize in the operation of its instructional programs for eligible students of the RSCCD.
2. PACIFIC CLINICS staff who are used as instructors under this Agreement will be appropriately credentialed to teach the subject areas covered by this Agreement.
3. Pursuant to California Code of Regulations, Title 5, Section 58058(b), PACIFIC CLINICS staff used as instructors under this Agreement will enter into individual agreements with RSCCD regarding their responsibilities as instructors for RSCCD, specifically for delivery of the curriculum covered by this Agreement. All instructor agreements will be kept on file by RSCCD.
4. RSCCD shall not be obligated to make any payment to PACIFIC CLINICS staff for services under the terms of this Agreement. Any and all salaries and benefits payable or owing to PACIFIC CLINICS staff who are used as instructors under the terms of this Agreement are the sole responsibility and liability of PACIFIC CLINICS.
5. PACIFIC CLINICS shall not be reimbursed for more than the total hours called for in the curriculum in any one subject area for any one student.

6. PACIFIC CLINICS shall provide all necessary instructional supplies and equipment for the students covered by the Agreement. All material and equipment supplied by PACIFIC CLINICS shall remain the property of PACIFIC CLINICS and shall not be removed from the premises without permission of PACIFIC CLINICS.
7. PACIFIC CLINICS shall not charge students receiving instruction and training under this Agreement additional cost for tuition.
8. PACIFIC CLINICS will provide those administrative functions essential for the operation of facilities, at its own expense, where the instructional programs under this agreement take place.
9. PACIFIC CLINICS shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.
10. PACIFIC CLINICS courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
11. PACIFIC CLINICS shall retain records of enrollees' attendance for at least five (5) years and shall, upon request, make them available for review by RSCCD, the Office of Private Postsecondary Education, and the Chancellor's Office of the California Community Colleges.

F. RESPONSIBILITIES OF RSCCD AND PACIFIC CLINICS:

1. RSCCD and PACIFIC CLINICS will make available as appropriate support services such as counseling, guidance and placement assistance for the students.
2. RSCCD and PACIFIC CLINICS will supervise students and evaluate student progress.
3. RSCCD and PACIFIC CLINICS will determine the withdrawal procedures and documentation applicable to students who seek to withdraw prior to completion of a course.

4. Procedures, Terms, and Conditions. The enrollment period for instructional programs under this agreement is determined by RSCCD and is unique to this program. The students do not pay enrollment fees for the education courses under this agreement. The RSCCD determines the number of class hours sufficient to meet the stated performance objectives.

G. PAYMENT:

1. RSCCD shall reimburse PACIFIC CLINICS for the use of staff and facilities at the rate of \$2.50 per student attendance hour, up to a maximum of 30,000 hours (\$75,000) per fiscal year. The hours claimed under this Agreement must be certified to RSCCD for actual attendance during the preceding month for all properly enrolled students. Such payment is considered full payment to cover all of PACIFIC CLINICS's contract cost of operating the instructional programs covered by this Agreement.
2. PACIFIC CLINICS shall submit certified statements and billing monthly to:
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College
Orange Education Center
1465 N. Batavia Street
Orange, CA 92867
ATTENTION: Vice President, Continuing Education
3. PACIFIC CLINICS billing shall include evidence of positive attendance in accordance with State regulations. At the end of each month, RSCCD will send the total attendance hours posted for the month to PACIFIC CLINICS's designee for reconciliation and confirmation/certification so that an invoice can be generated. All billings shall include the total number of actual student attendance hours.
4. RSCCD shall reimburse PACIFIC CLINICS within twenty (20) days after receipt of billing.

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States Mail, first class postage prepaid and addressed as follows:

RSCCD:

Santiago Canyon College
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640
Attention: Vice President, Continuing Education

**PACIFIC CLINICS:
PACIFIC CLINICS**

Recovery Education Institute
401 S. Tustin St. Building B
Orange, CA 92866
714-244-4322
Attention: Christine Hanna, Education Director

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF PACIFIC CLINICS AND RSCCD:

PACIFIC CLINICS is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between RSCCD and PACIFIC CLINICS, or any of PACIFIC CLINICS's agents or employees. PACIFIC CLINICS, its agents and employees shall not be entitled to any rights or privileges of RSCCD employees and shall not be considered in any manner to be RSCCD employees.

RSCCD is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and

employee, or principal and agent, between PACIFIC CLINICS and RSCCD, or any of RSCCD's agents or employees. RSCCD, its agents and employees, shall not be entitled to any rights or privileges of PACIFIC CLINICS employees and shall not be considered in any manner to be PACIFIC CLINICS employees.

J. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of RSCCD and PACIFIC CLINICS, with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

K. CERTIFICATION BY RSCCD:

RSCCD hereby certifies that on all student attendance from classes offered through this Agreement which it reports for state apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

L. CERTIFICATION BY PACIFIC CLINICS:

PACIFIC CLINICS hereby certifies that in receiving the compensation for attendance hours stipulated in this Agreement, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

M. INSURANCE:

1. PACIFIC CLINICS shall obtain and maintain insurance, at the expense of PACIFIC CLINICS, all workers' compensation insurance required by law for its employees in the operation of this program.
2. PACIFIC CLINICS shall maintain during the entire term of this Agreement insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate. Said

coverage shall expressly name Rancho Santiago Community College District, its officers, agents, and employees, as Additional Insured. PACIFIC CLINICS shall provide to RSCCD a certificate of insurance and the Additional Insured Endorsement covering the contract period and stating the required coverage.

- a. This coverage shall not be canceled or coverage reduced until notice has been mailed to RSCCD stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.
- b. Such coverage as provided shall be primary and any coverage carried by RSCCD shall be excess and non-contributory.

N. INDEMNIFICATION:

RSCCD shall indemnify and hold PACIFIC CLINICS, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of RSCCD, its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RSCCD shall defend, at its expense, including attorney fees, PACIFIC CLINICS, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

PACIFIC CLINICS shall indemnify and hold RSCCD, its officers, agents, employees, and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of PACIFIC CLINICS, its officers, agents, employees, subcontracts, and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and PACIFIC CLINICS shall defend, at its expense, including attorney fees, RSCCD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

IN WITNESS WHEREOF, the parties have executed the AGREEMENT to provide education classes to eligible students of the RSCCD.

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

PACIFIC CLINICS

Signature:

Date:

Kris Giordano
Executive Vice President
PACIFIC CLINICS
800 S. Santa Anita
Arcadia, CA 91006
626-254-5000

**Attachment A
COURSES OF INSTRUCTION**

COURSES IN HIGH SCHOOL SUBJECTS/GED/HISET

Course #	Course Title	Hours
HSENG 083	Composition 1	72
HSENG 084	Composition 2	72
HSENG 085	Composition 3	72
HSENG 020	Literature Brought to Life	72
HSENG 050	English Through Literature 11B	72
HSENG 051	English Through Literature 12B	72
HSENG 052	English Language Arts 1	72
HSENG 053	English Language Arts 2	72
HSENG 063	English Through Literature 11A	72
HSENG 064	English Through Literature 12A	72
HSENG 066	English Fundamentals 2	72
HSENG 067	English Fundamentals 3	72
HSENG 068	English Fundamentals 4	72
HSENG 070	The Short Story	72
HSENG 072	Poetry	72
HSENG 076	The Novel	72
HSENG 098	Building Vocabulary 3	72
HSRDG 089	Reading Proficiency Development	72
HSRDG 090	Reading Improvement	72
HSRDG 093	Building Reading Skills 1	72
HSRDG 094	Building Reading Skills 2	72
HSSCI 168	Life Science 1	72
HSSCI 169	Life Science 2	72
HSSCI 193	Basic Science 2	72
HSSCI 190	Physical Science 1	72
HSSCI 191	Physical Science 2	72

Course #	Course Title	Hours
HSSCI 192	Basic Science 1	72
HSENG 202	Survey of English Level 2	72
HSENG 203	Survey of English Level 3	72
HSSOC 218	US History 1: Colonization to Industrialization	72
HSSOC 219	US History 2: The Shaping of Modern America	72
HSSOC 215	Introduction to Economics	72
HSSOC 222	Government 1: United States Federal Government and Politics	72
HSSOC 229	World History, Geography, and Culture 1	72
HSSOC 230	World History, Geography, and Culture 2	72
HSSOC 216	World Cultures 1A	72
HSSOC 217	World Cultures 1B	72
HSART 020	Literature Brought to Life	72
HSART 070	Short Stories	72
HSART 828	Understanding American Through Art	72
HSART 837	The Film as Art	72
HSSCI 196	Health Science	72
HSMTH 156	Essential Mathematics 1	72
HSMTH 157	Essential Mathematics 2	72
HSMTH 158	Math Fundamentals 1	72
HSMTH 159	Math Fundamentals 2	72
HSMTH 163	Algebra 1A	72
HSMTH 164	Algebra 1B	72
HSMTH 165	Algebra 2A	72
HSMTH 166	Algebra 2B	72
HSMTH 167	Geometry A	72
HSMTH 168	Geometry B	72
ABE 023	Adult Basic Education Reading	72
ABE 024	Adult Basic Education Writing	72

Course #	Course Title	Hours
ABE 025	Adult Basic Education Mathematics	72
ABE 026	Adult Basic Education Spelling	72
HSOTH 050	Basics of Leadership Part 1	72
HSOTH 202	Basics of Leadership Part 2	72
HSS 338	Workforce Preparation	15
HSS 770	Orientation to College	8

COURSES FOR OLDER ADULTS

OAP 823	Manipulative Skills for Older Adults	72
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COURSES FOR ADULTS WITH DISABILITIES

WKPR 001	Transition to Higher Learning	60
WKPR 002	Self-Advocacy	60
WKPR 003	Getting Around Town	60
WKPR 004	Choosing the Right Employment Path	60
WKPR 005	Safety on the Job	60
WKPR 006	Communication Skills for Successful Employment	60
WKPR 007	Social Skills and Necessary Etiquette	60
WKPR 008	Building Critical Thinking Skills	60
WKPR 009	Beginning Computers	60
WKPR 011	Introduction to Handling Money	60
WKPR 012	Applying Reading Skills on the Job	60
WKPR 013	Applying Writing Skills on the Job	60

COURSES IN ENGLISH AS A SECOND (ESL) LANGUAGE

ESL 399	ESL Literacy	216
ESL 410	Beginning ESL	216
ESL 420	Beginning ESL 2	216
ESL 430	Beginning ESL 3	216
ESL 440	ESL Beginning 1-3 Multilevel	216
ESL 460	Intermediate ESL 1	216
ESL 470	Intermediate ESL 2	216
ESL 480	Intermediate ESL 3	216
ESL 500	Intermediate ESL 1-3 Multilevel	216
ESL 570	Conversation 1	72

ESL 580	Conversation 2	72
ESL 010	ESL Writing	72
ESL 510	English for Work 1	216
ESL 520	English for Work 2	216
ESL 530	American English Pronunciation	216
ESL 601	Advanced Grammar and Writing	96

COURSES IN SHORT-TERM CAREER TECHNICAL EDUCATION

VBUS 012	Workforce Readiness	60
VBUS 013	Introduction to Personal Management using MS Outlook	60
VBUS 014	Introduction to Mobile and Social Media	60
VBUS 097	Introduction to Personal Commerce on the Internet	60
VBUS 118	Introduction to Windows	60
VBUS 119	Introduction to Keyboarding and Basic Windows	60
VBUS 121	Introduction to Computer Software Applications	60
VBUS 258	Navigating the Internet	36
VBUS 260	Introduction to Word Processing using MS Word	60
VBUS 261	Introduction to Databases using MS Access	60
VBUS 262	Introduction to Spreadsheets using MS Excel	60
VBUS 302	Introduction to Web Page Development using HTML	60
VBUS 304	Introduction to Electronic Presentations using PowerPoint	60

Rancho Santiago Comm Coll District

Board Meeting of 03/26/18

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 02/27/18 Thru 03/13/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65960	General Fund Unrestricted	0.00	5,683.25	-5,683.25	92*0499027	92*0499027
65965	General Fund Unrestricted	0.00	50,610.94	-50,610.94	92*0499131	92*0499131
66022	General Fund Unrestricted	4,409.08	0.00	4,409.08	92*0499725	92*0499742
66023	General Fund Unrestricted	16,227.17	0.00	16,227.17	92*0499746	92*0499746
66026	General Fund Unrestricted	11,240.07	0.00	11,240.07	92*0499767	92*0499791
66027	General Fund Unrestricted	1,440.18	0.00	1,440.18	92*0499806	92*0499806
66028	General Fund Unrestricted	10,841.57	0.00	10,841.57	92*0499808	92*0499846
66030	General Fund Unrestricted	37,216.17	0.00	37,216.17	92*0499865	92*0499877
66031	General Fund Unrestricted	964.14	0.00	964.14	92*0499879	92*0499899
66032	General Fund Unrestricted	10,348.80	0.00	10,348.80	92*0499907	92*0499935
66033	General Fund Unrestricted	7,832.80	0.00	7,832.80	92*0499936	92*0499971
66034	General Fund Unrestricted	2,611.40	0.00	2,611.40	92*0499972	92*0499990
66035	General Fund Unrestricted	1,011.00	0.00	1,011.00	92*0499991	92*0500004
66036	General Fund Unrestricted	661.00	10.00	651.00	92*0500005	92*0500031
66037	General Fund Unrestricted	993.00	78.00	915.00	92*0500032	92*0500062
66038	General Fund Unrestricted	1,355.10	0.00	1,355.10	92*0500063	92*0500087
66039	General Fund Unrestricted	304.00	0.00	304.00	92*0500088	92*0500113
66041	General Fund Unrestricted	12,148.73	0.00	12,148.73	92*0500118	92*0500126
66042	General Fund Unrestricted	504,450.30	0.00	504,450.30	92*0500139	92*0500144
66045	General Fund Unrestricted	8,582.40	0.00	8,582.40	92*0500157	92*0500160
66046	General Fund Unrestricted	19,865.10	0.00	19,865.10	92*0500168	92*0500182
66052	General Fund Unrestricted	4,507.04	0.00	4,507.04	92*0500206	92*0500208
66054	General Fund Unrestricted	84,540.47	0.00	84,540.47	92*0500210	92*0500230
66055	General Fund Unrestricted	31,503.65	0.00	31,503.65	92*0500250	92*0500256
66058	General Fund Unrestricted	202,042.20	0.00	202,042.20	92*0500281	92*0500296
66059	General Fund Unrestricted	2,900.96	0.00	2,900.96	92*0500300	92*0500305
66060	General Fund Unrestricted	445.00	0.00	445.00	92*0500308	92*0500308
66061	General Fund Unrestricted	5,087.22	0.00	5,087.22	92*0500332	92*0500345
66062	General Fund Unrestricted	36,600.10	0.00	36,600.10	92*0500346	92*0500366
66063	General Fund Unrestricted	5,218.76	0.00	5,218.76	92*0500367	92*0500387
66064	General Fund Unrestricted	1,141.41	0.00	1,141.41	92*0500388	92*0500393
66065	General Fund Unrestricted	269.48	0.00	269.48	92*0500394	92*0500394
66066	General Fund Unrestricted	165.00	0.00	165.00	92*0500395	92*0500403
66067	General Fund Unrestricted	426.20	0.00	426.20	92*0500404	92*0500432
66068	General Fund Unrestricted	224.00	0.00	224.00	92*0500433	92*0500462
66069	General Fund Unrestricted	226.00	0.00	226.00	92*0500463	92*0500492
66070	General Fund Unrestricted	2,167.00	1,247.80	919.20	92*0500493	92*0500537
66074	General Fund Unrestricted	31,614.99	0.00	31,614.99	92*0500557	92*0500575
66075	General Fund Unrestricted	3,652.30	0.00	3,652.30	92*0500583	92*0500596
66076	General Fund Unrestricted	9,864.10	4,932.05	4,932.05	92*0500606	92*0500630
66081	General Fund Unrestricted	6,448.07	0.00	6,448.07	92*0500649	92*0500676

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66082	General Fund Unrestricted	8,399.92	0.00	8,399.92	92*0500677	92*0500695
66083	General Fund Unrestricted	4,298.08	0.00	4,298.08	92*0500704	92*0500727
66084	General Fund Unrestricted	2,868.22	0.00	2,868.22	92*0500743	92*0500760
66090	General Fund Unrestricted	5,683.25	0.00	5,683.25	92*0500809	92*0500809
66091	General Fund Unrestricted	2,139,644.97	0.00	2,139,644.97	92*0500812	92*0500834
66092	General Fund Unrestricted	2,209.82	0.00	2,209.82	92*0500841	92*0500852
Total Fund 11 General Fund Unrestricted		<u>\$3,244,650.22</u>	<u>\$62,562.04</u>	<u>\$3,182,088.18</u>		

Checks Written for Period 02/27/18 Thru 03/13/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65694	General Fund Restricted	0.00	5,980.00	-5,980.00	92*0495652	92*0495652
65801	General Fund Restricted	0.00	295.00	-295.00	92*0497033	92*0497033
65937	General Fund Restricted	0.00	63.34	-63.34	92*0498700	92*0498700
65939	General Fund Restricted	0.00	495.00	-495.00	92*0498732	92*0498732
66022	General Fund Restricted	110,545.07	358.16	110,186.91	92*0499724	92*0499745
66024	General Fund Restricted	47,264.75	0.00	47,264.75	92*0499747	92*0499762
66025	General Fund Restricted	4,671.24	0.00	4,671.24	92*0499763	92*0499766
66026	General Fund Restricted	173,739.59	0.00	173,739.59	92*0499770	92*0499797
66027	General Fund Restricted	3,028.78	0.00	3,028.78	92*0499798	92*0499801
66028	General Fund Restricted	2,459.69	0.00	2,459.69	92*0499811	92*0499829
66029	General Fund Restricted	28,521.48	0.00	28,521.48	92*0499847	92*0499864
66030	General Fund Restricted	5,117.21	0.00	5,117.21	92*0499869	92*0499870
66031	General Fund Restricted	65,046.73	0.00	65,046.73	92*0499878	92*0499906
66041	General Fund Restricted	5,205.62	0.00	5,205.62	92*0500121	92*0500138
66045	General Fund Restricted	9,199.57	0.00	9,199.57	92*0500153	92*0500162
66046	General Fund Restricted	18,029.11	0.00	18,029.11	92*0500163	92*0500180
66052	General Fund Restricted	312.22	0.00	312.22	92*0500205	92*0500205
66053	General Fund Restricted	3,780.00	0.00	3,780.00	92*0500209	92*0500209
66054	General Fund Restricted	1,586.51	0.00	1,586.51	92*0500214	92*0500222
66055	General Fund Restricted	18,120.03	0.00	18,120.03	92*0500231	92*0500266
66058	General Fund Restricted	3,929.47	0.00	3,929.47	92*0500280	92*0500293
66059	General Fund Unrestricted	7,266.12	0.00	7,266.12	92*0500297	92*0500307
66060	General Fund Restricted	6,509.40	0.00	6,509.40	92*0500309	92*0500328
66061	General Fund Restricted	7,282.75	0.00	7,282.75	92*0500329	92*0500339
66063	General Fund Restricted	10,578.73	0.00	10,578.73	92*0500373	92*0500377
66064	General Fund Restricted	1,110.93	0.00	1,110.93	92*0500389	92*0500389
66074	General Fund Restricted	1,448.08	0.00	1,448.08	92*0500571	92*0500571
66075	General Fund Restricted	5,318.77	0.00	5,318.77	92*0500576	92*0500595
66076	General Fund Restricted	48,264.65	24,063.08	24,201.57	92*0500597	92*0500631
66081	General Fund Restricted	271,628.69	0.00	271,628.69	92*0500650	92*0500675
66082	General Fund Restricted	15,281.21	0.00	15,281.21	92*0500685	92*0500693
66083	General Fund Unrestricted	33,456.73	0.00	33,456.73	92*0500699	92*0500728
66084	General Fund Restricted	29,970.02	0.00	29,970.02	92*0500729	92*0500761
66085	General Fund Restricted	52,822.07	0.00	52,822.07	92*0500763	92*0500786
66086	General Fund Restricted	5,465.00	0.00	5,465.00	92*0500787	92*0500802
66091	General Fund Restricted	26,163.91	0.00	26,163.91	92*0500810	92*0500823
66092	General Fund Restricted	8,575.69	0.00	8,575.69	92*0500836	92*0500849
66093	General Fund Restricted	16,424.52	0.00	16,424.52	92*0500853	92*0500867
Total Fund 12 General Fund Restricted		\$1,048,124.34	\$31,254.58	\$1,016,869.76		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66026	GF Unrestricted One-Time Func	32.43	0.00	32.43	92*0499792	92*0499792
66027	GF Unrestricted One-Time Func	13,568.47	0.00	13,568.47	92*0499802	92*0499807
66031	GF Unrestricted One-Time Func	4,473.79	1,610.00	2,863.79	92*0499888	92*0499896
66041	GF Unrestricted One-Time Func	4,815.07	0.00	4,815.07	92*0500117	92*0500136
66042	GF Unrestricted One-Time Func	30,368.00	0.00	30,368.00	92*0500140	92*0500140
66046	General Fund Restricted	1,539.90	0.00	1,539.90	92*0500178	92*0500178
66047	GF Unrestricted One-Time Func	16,356.00	0.00	16,356.00	92*0500183	92*0500183
66052	GF Unrestricted One-Time Func	1,200.00	0.00	1,200.00	92*0500204	92*0500204
66054	GF Unrestricted One-Time Func	1,706.23	0.00	1,706.23	92*0500218	92*0500223
66074	GF Unrestricted One-Time Func	17,541.19	0.00	17,541.19	92*0500565	92*0500567
66076	GF Unrestricted One-Time Func	255.56	127.78	127.78	92*0500608	92*0500624
66081	GF Unrestricted One-Time Func	426.17	0.00	426.17	92*0500648	92*0500648
66082	General Fund Unrestricted	21,925.33	0.00	21,925.33	92*0500680	92*0500698
66084	GF Unrestricted One-Time Func	14,769.66	0.00	14,769.66	92*0500730	92*0500762
66091	GF Unrestricted One-Time Func	10,754.56	0.00	10,754.56	92*0500816	92*0500832
66092	GF Unrestricted One-Time Func	1,018.31	0.00	1,018.31	92*0500835	92*0500846
66093	GF Unrestricted One-Time Func	1,518.30	0.00	1,518.30	92*0500857	92*0500857
66094	GF Unrestricted One-Time Func	776.78	0.00	776.78	92*0500868	92*0500868
Total Fund 13 GF Unrestricted One-Time		\$143,045.75	\$1,737.78	\$141,307.97		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66020	Child Development Fund	5,938.34	0.00	5,938.34	92*0499699	92*0499710
66040	Child Development Fund	1,264.02	0.00	1,264.02	92*0500114	92*0500116
66044	Child Development Fund	5,673.92	0.00	5,673.92	92*0500146	92*0500152
66051	Child Development Fund	15,646.05	0.00	15,646.05	92*0500200	92*0500203
66057	Child Development Fund	1,732.13	0.00	1,732.13	92*0500269	92*0500279
66073	Child Development Fund	3,304.43	0.00	3,304.43	92*0500546	92*0500556
66080	Child Development Fund	16,631.24	0.00	16,631.24	92*0500636	92*0500647
66087	Child Development Fund	5,734.41	0.00	5,734.41	92*0500803	92*0500806
Total Fund 33 Child Development Fund		<u>\$55,924.54</u>	<u>\$0.00</u>	<u>\$55,924.54</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66021	Capital Outlay Projects Fund	169,570.58	0.00	169,570.58	92*0499711	92*0499723
66043	Capital Outlay Projects Fund	3,516.00	0.00	3,516.00	92*0500145	92*0500145
66049	Capital Outlay Projects Fund	60,855.00	0.00	60,855.00	92*0500185	92*0500192
66056	Capital Outlay Projects Fund	5,460.00	0.00	5,460.00	92*0500267	92*0500268
66072	Capital Outlay Projects Fund	203,769.01	0.00	203,769.01	92*0500540	92*0500545
66077	Capital Outlay Projects Fund	2,728.27	0.00	2,728.27	92*0500632	92*0500633
66088	Capital Outlay Projects Fund	22,292.10	0.00	22,292.10	92*0500807	92*0500807
Total Fund 41 Capital Outlay Projects Fun		\$468,190.96	\$0.00	\$468,190.96		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66018	Bond Fund, Measure Q	135,631.03	0.00	135,631.03	92*0499695	92*0499696
66050	Bond Fund, Measure Q	1,831,390.55	0.00	1,831,390.55	92*0500193	92*0500199
66071	Bond Fund, Measure Q	37,037.00	0.00	37,037.00	92*0500538	92*0500539
66078	Bond Fund, Measure Q	14,295.61	0.00	14,295.61	92*0500634	92*0500634
Total Fund 43 Bond Fund, Measure Q		<u>\$2,018,354.19</u>	<u>\$0.00</u>	<u>\$2,018,354.19</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66019	Property and Liability Fund	11,050.35	0.00	11,050.35	92*0499697	92*0499698
Total Fund 61 Property and Liability Fund		<u><u>\$11,050.35</u></u>	<u><u>\$0.00</u></u>	<u><u>\$11,050.35</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66048	Workers' Compensation Fund	699.28	0.00	699.28	92*0500184	92*0500184
66079	Workers' Compensation Fund	220,425.00	0.00	220,425.00	92*0500635	92*0500635
66089	Workers' Compensation Fund	3,884.03	0.00	3,884.03	92*0500808	92*0500808
Total Fund 62 Workers' Compensation Fu		<u>\$225,008.31</u>	<u>\$0.00</u>	<u>\$225,008.31</u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,182,088.18
Total Fund 12 General Fund Restricted	1,016,869.76
Total Fund 13 GF Unrestricted One-Time Fund	141,307.97
Total Fund 33 Child Development Fund	55,924.54
Total Fund 41 Capital Outlay Projects Fund	468,190.96
Total Fund 43 Bond Fund, Measure Q	2,018,354.19
Total Fund 61 Property and Liability Fund	11,050.35
Total Fund 62 Workers' Compensation Fund	225,008.31
Grand Total:	<u><u>\$7,118,794.26</u></u>

Checks Written for Period 02/27/18 Thru 03/13/18

<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>
311802528	Bookstore Fund	171,858.28	35,201.84	136,656.44	31*0108820	31*0108861
311803210	Bookstore Fund	167,390.54	30,176.08	137,214.46	31*0108862	31*0108899
311803313	Bookstore Fund	28,922.43	0.00	28,922.43	31*0108900	31*0108902
Total Fund 31 Bookstore Fund		<u><u>\$368,171.25</u></u>	<u><u>\$65,377.92</u></u>	<u><u>\$302,793.33</u></u>		

Checks Written for Period 02/27/18 Thru 03/13/18

<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>
711803210	Associated Students Fund	9,946.82	2,029.52	7,917.30	71*0008362	71*0008381
711803313	Associated Students Fund	5,894.04	0.00	5,894.04	71*0008382	71*0008390
Total Fund 71 Associated Students Fund		<u><u>\$15,840.86</u></u>	<u><u>\$2,029.52</u></u>	<u><u>\$13,811.34</u></u>		

Checks Written for Period 02/27/18 Thru 03/13/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
721803210	Representation Fee Trust Fund	9,414.00	0.00	9,414.00	72*0000140	72*0000140
721803313	Representation Fee Trust Fund	3,936.00	0.00	3,936.00	72*0000141	72*0000143
Total Fund 72 Representation Fee Trust Fun		<u>\$13,350.00</u>	<u>\$0.00</u>	<u>\$13,350.00</u>		

Checks Written for Period 02/27/18 Thru 03/13/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
761802528	Community Education Fund	5,599.78	0.00	5,599.78	76*0007350	76*0007351
761803210	Community Education Fund	3,353.00	0.00	3,353.00	76*0007352	76*0007353
761803313	Community Education Fund	9,543.16	0.00	9,543.16	76*0007354	76*0007359
Total Fund 76 Community Education Fund		<u>\$18,495.94</u>	<u>\$0.00</u>	<u>\$18,495.94</u>		

Checks Written for Period 02/27/18 Thru 03/13/18

<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>
791802528	Diversified Trust Fund	8,708.69	0.00	8,708.69	79*0021297	79*0021312
791803103	Diversified Trust Fund	1,837.50	0.00	1,837.50	79*0021313	79*0021313
791803210	Diversified Trust Fund	19,938.17	250.00	19,688.17	79*0021314	79*0021335
791803313	Diversified Trust Fund	2,968.60	0.00	2,968.60	79*0021336	79*0021343
Total Fund 79 Diversified Trust Fund		<u>\$33,452.96</u>	<u>\$250.00</u>	<u>\$33,202.96</u>		

Checks Written for Period 02/27/18 Thru 03/13/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
811802528	Diversified Agency Fund	16,005.48	0.00	16,005.48	81*0048541	81*0048565
811803103	Diversified Agency Fund	4,550.36	0.00	4,550.36	81*0048566	81*0048574
811803210	Diversified Agency Fund	19,073.80	0.00	19,073.80	81*0048575	81*0048592
811803313	Diversified Agency Fund	11,596.82	0.00	11,596.82	81*0048593	81*0048611
Total Fund 81 Diversified Agency Fund		<u>\$51,226.46</u>	<u>\$0.00</u>	<u>\$51,226.46</u>		

SUMMARY

Total Fund 31 Bookstore Fund	302,793.33
Total Fund 71 Associated Students Fund	13,811.34
Total Fund 72 Representation Fee Trust Func	13,350.00
Total Fund 76 Community Education Fund	18,495.94
Total Fund 79 Diversified Trust Fund	33,202.96
Total Fund 81 Diversified Agency Fund	51,226.46
Grand Total:	<u><u>\$432,880.03</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT**

From 02/24/2018 To 03/13/2018

Board Meeting on 03/26/2018

11BACKGROUND

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		1,000
3000	EMPLOYEE BENEFITS		89
4000	SUPPLIES & MATERIALS	1,600	
5000	OTHER OPERATING EXP & SERVICES	3,239	
6000	CAPITAL OUTLAY		3,750
Total Transfer Fund 11		\$4,839	\$4,839
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES	8,943	
2000	CLASSIFIED SALARIES		159,432
3000	EMPLOYEE BENEFITS		126,111
4000	SUPPLIES & MATERIALS		39,542
5000	OTHER OPERATING EXP & SERVICES	426,193	
6000	CAPITAL OUTLAY		125,342
7000	OTHER OUTGO	15,291	
Total Transfer Fund 12		\$450,427	\$450,427
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
4000	SUPPLIES & MATERIALS		38,561
5000	OTHER OPERATING EXP & SERVICES	56,565	
6000	CAPITAL OUTLAY		47,211
7000	OTHER OUTGO		628,000
7900	RESERVE FOR CONTINGENCIES	657,207	
Total Transfer Fund 13		\$713,772	\$713,772
<u>Fund 31: Bookstore Fund</u>			
3000	EMPLOYEE BENEFITS		28,000
4000	SUPPLIES & MATERIALS		25,000
7900	RESERVE FOR CONTINGENCIES	53,000	
Total Transfer Fund 31		\$53,000	\$53,000

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT**

From 02/24/2018 To 03/13/2018

Board Meeting on 03/26/2018

BUDGET TRANSFERS	From	To
<u>Fund 33: Child Development Fund</u>		
1000 ACADEMIC SALARIES		22,071
2000 CLASSIFIED SALARIES	26,316	
3000 EMPLOYEE BENEFITS		8,175
4000 SUPPLIES & MATERIALS		1,526
5000 OTHER OPERATING EXP & SERVICES	1,921	
6000 CAPITAL OUTLAY	3,535	
	\$31,772	\$31,772
<u>Fund 72: Representation Fee Trust Fund</u>		
5000 OTHER OPERATING EXP & SERVICES		10,000
7900 RESERVE FOR CONTINGENCIES	10,000	
	\$10,000	\$10,000
<u>Fund 79: Diversified Trust Fund</u>		
4000 SUPPLIES & MATERIALS		3,570
5000 OTHER OPERATING EXP & SERVICES	5,664	
6000 CAPITAL OUTLAY		5,850
7900 RESERVE FOR CONTINGENCIES	3,756	
	\$9,420	\$9,420

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 02/24/2018 To 03/13/2018
Board Meeting on 03/26/2018**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8600	STATE REVENUES	(591,054)	
8800	LOCAL REVENUES	(2,937)	
1000	ACADEMIC SALARIES		130,177
2000	CLASSIFIED SALARIES		20,313
3000	EMPLOYEE BENEFITS		1,720
4000	SUPPLIES & MATERIALS		52,790
5000	OTHER OPERATING EXP & SERVICES		(805,051)
6000	CAPITAL OUTLAY		6,060
Total Transfer Fund 12		\$(593,991)	\$(593,991)
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
8800	LOCAL REVENUES	2,964	
1000	ACADEMIC SALARIES		1,771
2000	CLASSIFIED SALARIES		450
3000	EMPLOYEE BENEFITS		519
6000	CAPITAL OUTLAY		224
Total Transfer Fund 13		\$2,964	\$2,964
<u>Fund 33: Child Development Fund</u>			
8800	LOCAL REVENUES	26,158	
4000	SUPPLIES & MATERIALS		11,000
7900	RESERVE FOR CONTINGENCIES		15,158
Total Transfer Fund 33		\$26,158	\$26,158
<u>Fund 41: Capital Outlay Projects Fund</u>			
8900	OTHER FINANCING SOURCES	628,000	
7900	RESERVE FOR CONTINGENCIES		628,000
Total Transfer Fund 41		\$628,000	\$628,000
<u>Fund 74: Student Financial Aid Fund</u>			
8600	STATE REVENUES	1,750	
7000	OTHER OUTGO		1,750
Total Transfer Fund 74		\$1,750	\$1,750

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.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT**

From 02/24/2018 To 03/13/2018

Board Meeting on 03/26/2018

This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

BUDGET TRANSFERS		From	To
<u>Fund 12: General Fund Restricted</u>			
B022874	02/26/18		
2000	CLASSIFIED SALARIES		105,976
3000	EMPLOYEE BENEFITS		63,317
5000	OTHER OPERATING EXP & SERVICES	169,293	
Total Reference B022874		\$169,293	\$169,293
Reason:	Special Project Adjustment		
Description:	StrongWorkforce Pgm Regional Share Dist Research Dept Support Dir. OC Center of Excellence position.		
B022875	02/26/18		
2000	CLASSIFIED SALARIES		65,729
3000	EMPLOYEE BENEFITS		47,645
5000	OTHER OPERATING EXP & SERVICES	113,374	
Total Reference B022875		\$113,374	\$113,374
Reason:	Special Project Adjustment		
Description:	Dist. Rsch Dept: Research Analyst (1FTE) psn.		
B022972	03/06/18		
5000	OTHER OPERATING EXP & SERVICES	60,000	
6000	CAPITAL OUTLAY		60,000
Total Reference B022972		\$60,000	\$60,000
Reason:	Special Project Adjustment		
Description:	Academy Auditorium Projctr Replcmt Pgm 17/18		
B022984	03/06/18		
5000	OTHER OPERATING EXP & SERVICES	34,950	
6000	CAPITAL OUTLAY		34,950
Total Reference B022984		\$34,950	\$34,950
Reason:	Adjustment		
Description:	Cover pre-approved replacement items		
B023041	03/12/18		
2000	CLASSIFIED SALARIES		19,406
3000	EMPLOYEE BENEFITS		9,014
4000	SUPPLIES & MATERIALS		500
5000	OTHER OPERATING EXP & SERVICES	28,420	
6000	CAPITAL OUTLAY	500	
Total Reference B023041		\$28,920	\$28,920
Reason:	Special Project Adjustment		
Description:	Stu Equity re-org		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 02/24/2018 To 03/13/2018
Board Meeting on 03/26/2018**

BUDGET TRANSFERS		From	To
Fund 13: GF Unrestricted One-Time Funds			
B022924	03/01/18		
4000	SUPPLIES & MATERIALS		600
5000	OTHER OPERATING EXP & SERVICES		16,400
7900	RESERVE FOR CONTINGENCIES	17,000	
Total Reference B022924		\$17,000	\$17,000
Reason:	Adjustment		
Description:	5210 Conf: Model UN (5605)Contr RepSvcs. Music Eqpt Repairs (4610) Suppl's Arts&Humn.		
B022930	03/01/18		
7000	OTHER OUTGO		628,000
7900	RESERVE FOR CONTINGENCIES	628,000	
Total Reference B022930		\$628,000	\$628,000
Reason:	Adjustment		
Description:	ADJ bgt-interfund trnsfr out SCC-ADA Settlement		
B022981	03/06/18		
4000	SUPPLIES & MATERIALS		1,010
7900	RESERVE FOR CONTINGENCIES	1,010	
Total Reference B022981		\$1,010	\$1,010
Reason:	Adjustment		
Description:	Alloc funds for green machine replacement/repair parts		
B022983	03/06/18		
5000	OTHER OPERATING EXP & SERVICES	33,664	
6000	CAPITAL OUTLAY		33,664
Total Reference B022983		\$33,664	\$33,664
Reason:	Adjustment		
Description:	Facilities listing pending project. Benches for H Building		
B023008	03/08/18		
4000	SUPPLIES & MATERIALS		5,982
6000	CAPITAL OUTLAY		5,215
7900	RESERVE FOR CONTINGENCIES	11,197	
Total Reference B023008		\$11,197	\$11,197
Reason:	Adjustment		
Description:	Fund 17/18 maint/custodial approved one time expn's		
Fund 31: Bookstore Fund			
B022963	03/06/18		
4000	SUPPLIES & MATERIALS		25,000
7900	RESERVE FOR CONTINGENCIES	25,000	
Total Reference B022963		\$25,000	\$25,000
Reason:	Adjustment		
Description:	Increase in budgets for bookstore expenses		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 02/24/2018 To 03/13/2018
Board Meeting on 03/26/2018**

BUDGET TRANSFERS	From	To
B023024 03/12/18		
3000 EMPLOYEE BENEFITS		28,000
7900 RESERVE FOR CONTINGENCIES	28,000	
	\$28,000	\$28,000
Total Reference B023024		
Reason: Adjustment		
Description: Transfer funds to cover CalPERS for FY 17/18		
<u>Fund 72: Representation Fee Trust Fund</u>		
B023000 03/07/18		
5000 OTHER OPERATING EXP & SERVICES		10,000
7900 RESERVE FOR CONTINGENCIES	10,000	
	\$10,000	\$10,000
Total Reference B023000		
Reason: Adjustment		
Description: Cover ASACC Washington DC trip March 16-20, 2018		
<u>Fund 79: Diversified Trust Fund</u>		
B022871 02/26/18		
4000 SUPPLIES & MATERIALS		3,570
5000 OTHER OPERATING EXP & SERVICES		186
7900 RESERVE FOR CONTINGENCIES	3,756	
	\$3,756	\$3,756
Total Reference B022871		
Reason: Special Project Adjustment		
Description: Fund Commencement expenses		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT**

From 02/24/2018 To 03/13/2018

Board Meeting on 03/26/2018

BUDGET INCREASES AND DECREASES Revenue Appropriation

Fund 12: General Fund Restricted

B022895	02/28/18		
8600	STATE REVENUES	55,819	
1000	ACADEMIC SALARIES		9,851
3000	EMPLOYEE BENEFITS		2,149
4000	SUPPLIES & MATERIALS		15,000
5000	OTHER OPERATING EXP & SERVICES		28,819

Total Reference B022895		\$55,819	\$55,819
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Reason: Special Project Adjustment
Description: New budget SP2596 SAC Veteran Resource Ctr. Ongoing fndng.

B022898	02/28/18		
8600	STATE REVENUES	(950,000)	
5000	OTHER OPERATING EXP & SERVICES		(950,000)

Total Reference B022898		\$(950,000)	\$(950,000)
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Reason: Delete Budget
Description: Zero out project 2560 Technical Assistance Provider Career Pathways Design (TAP CPD) ended 6/30/17.

B022915	02/28/18		
8600	STATE REVENUES	43,996	
4000	SUPPLIES & MATERIALS		10,996
5000	OTHER OPERATING EXP & SERVICES		33,000

Total Reference B022915		\$43,996	\$43,996
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Reason: New Budget
Description: Hunger Free Campus PJ2349

B023009	03/08/18		
8600	STATE REVENUES	120,000	
1000	ACADEMIC SALARIES		26,543
2000	CLASSIFIED SALARIES		30,784
4000	SUPPLIES & MATERIALS		17,808
5000	OTHER OPERATING EXP & SERVICES		42,365
6000	CAPITAL OUTLAY		2,500

Total Reference B023009		\$120,000	\$120,000
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Reason: New Budget
Description: 17/18 NEWB EFI TPP/SAC

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 02/24/2018 To 03/13/2018
Board Meeting on 03/26/2018**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B023022	03/09/18		
8600	STATE REVENUES	120,000	
1000	ACADEMIC SALARIES		67,441
4000	SUPPLIES & MATERIALS		8,295
5000	OTHER OPERATING EXP & SERVICES		44,264
Total Reference B023022		\$120,000	\$120,000
Reason: New Budget			
Description: 17/18 NEWB EFI-TPP/SCC			
<u>Fund 33: Child Development Fund</u>			
B022943	03/02/18		
8800	LOCAL REVENUES	15,158	
7900	RESERVE FOR CONTINGENCIES		15,158
Total Reference B022943		\$15,158	\$15,158
Reason: Correction			
Description: Correct debit income acct			
<u>Fund 41: Capital Outlay Projects Fund</u>			
B022931	03/01/18		
8900	OTHER FINANCING SOURCES	628,000	
7900	RESERVE FOR CONTINGENCIES		628,000
Total Reference B022931		\$628,000	\$628,000
Reason: Adjustment			
Description: Interfund transfer in-SCC ADA Settlement			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT GL0080 - INTRAFUND AND INTERFUND TRANSFERS
From 02/24/2018 To 03/13/2018
Board Meeting on 03/26/2018**

INTERFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
03/01/18	J045649	Rcrd intrfnd trnsf Fd11 t:Fd41	628,000.00

RECOMMENDATION

It is recommended the Board approve the intrafund and interfund transfers as presented.

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

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of the 2018-19 Tentative Budget Assumptions	
Action:	Request for Approval	

BACKGROUND

Each year, the Board of Trustees approves Budget Assumptions that serve as the foundation used in the development of the district's annual budget.

ANALYSIS

The Governor's January Budget Proposal includes a major change in the way California community colleges will be funded. Moving away from solely a growth FTES dependent model, beginning in 2018-19 there will be a new Student Centered Funding Formula that encourages access for underrepresented students, provides additional funding in recognition of the need to provide additional support for low-income students, and rewards colleges' progress on improving student success metrics. This complicated proposed new formula is comprised of three components: 1) a Base Grant representing about 50% of the apportionment which will include a basic allocation for the number of colleges and centers in the district along with funding per full-time equivalent students (FTES) served, 2) a Supplemental Grant representing about 25% of the apportionment that pays a percentage of the credit FTES rate based on the number of students receiving College Promise Grants and the number of students receiving Pell Grants, and 3) a Student Success Incentive Grant representing about 25% of the apportionment that pays a percentage of the credit FTES rate based on the number of degrees and certificates awarded, the number of students who complete a degree or transfer in three years or less, and the number of Associate Degree for Transfer degrees granted by the district.

At this stage of the district's 2018-19 budget preparation cycle, however, details about how this new formula will actually work is still forthcoming. The Department of Finance is still making changes to the proposed new formula and the actual specifics to the mechanics of the new formula may not be available until the enactment of the state budget in June. Based on information known at this time provided by the state Chancellor's Office, the district is not including any potential funding changes, possible augmentations in revenues or stabilized loss of revenues, related to this new apportionment funding formula. The Governor's proposal does include an estimated 2.51% Cost of Living Adjustment (COLA) which is being budgeted in the district's budget assumptions. Although the proposal also includes 1% system wide growth funding, the district assumptions do not include any funding for growth based on the colleges' current FTES estimates and the fact that the district is in restoration in 2017-18 after declining and going into stabilization in 2016-17. The attached budget assumptions presume the district will fully restore in 2017-18 and maintain the same FTES funding again in 2018-19. With the remaining revenue assumptions, there is a projected net increase of approximately \$4.6 million in additional ongoing unrestricted funding and no additional one-time funding.

The new expenditure assumptions total approximately \$8.7 million in additional new ongoing costs including cost of COLA, step and column movement, a projected 2.5% increase in health and welfare benefits for the second half of the year, continuing PERS and STRS rate increases, and other increased costs. For this tentative budget, the district is also planning to make \$3 million in ongoing budget reductions. Based on these assumptions, the 2018-19 ongoing budget produces a structural deficit of \$1.1 million. Added to the prior year structural deficit and other net cost increases known to date, the total ongoing structural deficit is estimated at \$2.6 million. Dependent on the final state budget and the actual district allocations under the new funding formula, the district will need to determine if there is need for further budget reductions or use of the Budget Stabilization Fund on a one-time basis. If the 2018-19 new funding formula provides additional unrestricted revenues, those new unrestricted revenues will be added to the district budget, thereby reducing the deficit. In addition, the district is continuing to budget \$2 million from one-time funds for the SCC ADA lawsuit settlement costs.

As a reminder, the Tentative Budget each year is essentially a “placeholder” budget required in law in order to continue operations as of July 1. These Tentative Budget assumptions, which are the starting point to be used for building the 2018-19 Tentative Budget, were unanimously recommended by both the Fiscal Resources Committee and District Council. When additional information becomes available, such as the May Revise, these assumptions will be updated for the Tentative Budget presented to the Board of Trustees for approval on June 11, 2018. Once a state budget is enacted by the Legislature by the end of June, any necessary changes to our state funding can be made in the district’s proposed Adopted Budget scheduled for approval by the Board of Trustees on September 10, 2018.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2018-19 Tentative Budget Assumptions as presented.

Fiscal Impact:	TBD	Board Date: March 26, 2018
Prepared by:	Adam M. O’Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2018-19 Tentative Budget Assumptions
February 15, 2018**

I. State Revenue

A. Budgeting will continue to utilize the District's Budget Allocation Model (BAM) based on SB 361 for Tentative Budget as there are still many unknowns with the new state performance based funding formula.

B. FTES Workload Measure Assumptions:

Year	Base	Actual	Funded	Actual Growth
2013/14	28,185.04	28,688.93	28,688.93	1.79%
2014/15	28,688.93	28,908.08	28,908.08	0.76%
2015/16	28,908.08	28,901.64	28,901.64	-0.02%
2016/17	P3 28,901.64	27,517.31	28,901.64	-4.79%
2017/18	P1 28,901.64	29,007.65	29,007.65	-0-

a - based on submitted P3, District went into Stabilization in FY 2016-17

b - based on submitted P1, the district estimates borrowing 836.39 FTES from summer 2018

The district went into stabilization in 2016/17 and is in restoration in 2017/18.

To maintain the 2015/16 funding level the district borrowed from summer 2018 for reporting purposes.

A decision will need to be made by fiscal year end whether we have enough summer 2018 FTES to borrow to fully restore, or there will be a permanent additional reduction in ongoing revenue.

The governor's proposed budget includes 1% systemwide growth funding, 2.51% COLA, and no base allocation increase. Instead the budget includes a new Student-Focused Funding Formula, the details of which are not fully know at this time.

Projected COLA of 2.51%	\$4,000,000
Projected Growth/Access	\$0
Projected Base Allocation Increase	\$0
Continued Projected Deficit (est. 0.708%)	\$0
Apportionment Base Incr (Decr) for 2017/18	\$4,000,000

2018/19 Potential Growth at 0.5% based on 1% system 29,046

C. Education Protection Account (EPA) funding estimated at \$21,022,922 based on 2017/18 Advance. These are not additional funds. The EPA is only a portion of general purpose funds that offsets what would otherwise be state aid in the apportionments. We intend to charge a portion of faculty salaries to this funding source in compliance with EPA requirements.

D. Unrestricted lottery is projected at \$146 per FTES (\$4,339,229). Restricted lottery at \$48 per FTES (\$1,426,596). (2017/18 P1 of resident & nonresident factored FTES, 29,720.75 x 146 = \$4,339,229 unrestricted lottery; 29,720.75 x 48 = \$1,426,596.) Slight increase.

E. Estimated reimbursement for part-time faculty compensation is estimated at \$599,306 (2017/18 Advance). Unchanged.

F. Categorical programs will continue to be budgeted separately; self-supporting, matching revenues and expenditures. COLA is being proposed on certain categorical programs. Without COLA, other categorical reductions would be required to remain in balance if settlements were reached with bargaining groups. The colleges will need to budget for any program match requirements using unrestricted funds.

G. BOG fee waivers 2% administration funding estimated at 2017/18 Advance of \$307,714. Unchanged.

H. Mandates Block Grant estimated at a total budget of \$795,000. Unchanged. No additional one-time allocation proposed.

II. Other Revenue

I. Non-Resident Tuition budgeted at \$3,200,000. \$275,000 increase. (SAC \$2,400,000, SCC \$800,000)

J. Interest earnings estimated at \$725,000. Increase based on anticipated interest rate increases.

K. Other miscellaneous income (includes fines, fees, rents, etc.) is estimated at approximately \$350,000. Unchanged.

L. Apprenticeship revenue estimated at \$2,757,300. Unchanged.
(Corresponding expenses related to this allocation must be budgeted for additional apprenticeship course offerings)

M. Scheduled Maintenance/Instructional Equipment allocation \$6.8 million (no match required).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2018-19 Tentative Budget Assumptions
February 15, 2018

III. Appropriations and Expenditures

- A. As the District's budget model is a revenue allocation model, revenues flow through the model to the colleges as earned. The colleges have the responsibility, within their earned revenue, to budget for ALL necessary expenditures including but not limited to all full time and part time employees, utilities, instructional services agreements, multi-year maintenance and other contracts, supplies, equipment and other operating costs.
- B. The state is estimating a Cost of Living Allowance (COLA) of 2.51%. Any collectively bargained increased costs will be added to the budget. The estimated cost of a 1% salary increase is \$1.5 million.
- C. Step and column movement is budgeted at an additional cost of approximately \$1.26 million including benefits. (FARSCCD approximate cost \$601,000, CSEA approximate cost \$405,000, Management/Other approximate cost \$254,000)
- D. Health and Welfare benefit premium cost increase as of 1/1/19 is estimated at 2.5% for an additional cost of approximately \$402,000 for active employees and an additional cost of \$178,000 for retirees, for a combined increase of \$580,000. State Unemployment Insurance local experience charges are estimated at \$250,000 (2017/18 budgeted amount). Unchanged. CalPERS employer contribution rate will increase in 2018/19 from 15.531% to 17.70% for an increase of \$818,632. (Note: The cost of each 1% increase in the PERS rate is approximately \$350,000.) CalSTRS employer contribution rate will increase in 2018/19 from 14.43% to 16.28% for an increase of \$1,220,221. (Note: The cost of each 1% increase in the STRS rate is approximately \$700,000.)
- E. The full-time faculty obligation (FON) for Fall 2018 is estimated at 371. The District is currently recruiting to replace 13 faculty vacancies. The District expects to meet its obligation. SAC is recruiting for 10 vacancies. SCC is recruiting for 1 vacancies. The current cost for a new position is budgeted at Class VI, Step 12 at approximately \$136,969. Penalties for not meeting the obligation amount to approximately \$71,000 per FTE not filled.
- F. The current rate per Lecture Hour Equivalent (LHE) effective 7/1/17 for hourly faculty is \$1,275. Unchanged
- G. Retiree Health Benefit Fund (OPEB/GASB 45 Obligation) - The District will continue to contribute 3.63% of total salaries to fund the total actuarially determined Annual Required Contribution (ARC). The annual required contribution (ARC) for 2016/17 is \$11,722,578.
- H. Capital Outlay Fund - In addition to the state allocation for Scheduled Maintenance/Instructional Equipment, the District will continue to budget \$1.5 million for capital outlay needs.
- I. Utilities cost increases of 2.5%, estimated at \$100,000.
- J. Information Technology licensing contract escalation cost of 7%, estimated at \$125,000.
- K. Property and Liability Insurance transfer estimated at \$1,970,000. Unchanged.
- L. Other additional DS/Institutional Cost expenses totaling \$551,143:
 - P/T Intermediate Clerk 19hrs/12 months - Human Resources - ongoing
 - District Administrator Institutional Equity, Compliance and Title IX - Human Resources - ongoing
 - 3 New Senior District Safety Officer (armed) - District Safety - ongoing
- M. Child Development Fund - The District will continue to budget \$250,000 as an interfund transfer from the unrestricted general fund as a contingency plan. (\$140,000 was transferred in 2014/15 and 2015/16, 2016/17, and expected in 2017/18)
- N. Estimated annual cost of Santiago Canyon College ADA Settlement expenses of \$2 million from one-time funds.
- O. According to Chancellor's Cabinet budget reduction plan, round 2 ongoing reductions of \$3 million are incorporated in the tentative budget.

Rancho Santiago Community College District Unrestricted General Fund Summary 2018-19 Tentative Budget Assumptions Analysis February 15, 2018

*	<u>New Revenues</u>	Ongoing Only	One-Time
A	New Performance Based Funding Formula	?	
B	COLA 2.51%	\$4,000,000	
B	Growth (Borrow from summer)	1 \$0	
B	Base Allocation	\$0	
B	Deficit Factor est. at 0.708%	\$0	
D	Unrestricted Lottery	\$216,414	
H	Mandates Block Grant (one-time)	\$0	
I	Non-Resident Tuition	\$275,000	
J	Interest Earnings	\$60,000	
L	Apprenticeship - SCC	\$0	
EGHK	Misc Income	\$0	
	Total	\$4,551,414	\$0
	<u>New Expenditures</u>		
B	COLA 2.51%	\$4,000,000	
C	Step/Column	\$1,260,000	
D	Health and Welfare/Benefits Increase	\$580,000	
D	CalPERS Increase	\$818,632	
D	CalSTRS Increase	\$1,220,221	
E	Full Time Faculty Obligation Hires	\$0	
E/F	Hourly Faculty Budgets (Convert to Full Time)	\$0	
G	Increased Cost of Retiree Health Benefit ARC	\$0	
H	Capital Outlay/Scheduled Maintenance Match	\$0	
I	Utilities Increase	\$100,000	
J	ITS Licensing/Contract Escalation Cost	\$125,000	
K	Property, Liability and All Risks Insurance	\$0	
L	Other Additional DS/Institutional Costs	\$551,143	
N	SCC ADA Settlement Costs	\$0	\$2,000,000
O	Ongoing Budget Reductions	(\$3,000,000)	
	Total	\$5,654,996	\$2,000,000
	2018-19 Budget Year Surplus (Deficit)	(\$1,103,582)	
	2017/18 Structural Deficit	(\$1,346,566)	
	2017/18 Additional cost of CSEA settlement	(\$191,807)	
	2017/18 Additional cost of remaining CB settlements	?	
	2017/18 Savings in H/W Benefits (3.5% to 2.5%)	\$60,636	
	Total Net Surplus (Deficit)	(\$2,581,319)	(\$2,000,000)

Note: Budget Stabilization Fund Balance at 6/30/2018 is estimated at \$15 million.

¹ Based on the FTES reported on the 320 submitted at P1, to maintain the 2015/16 funding level the district borrowed from summer 2018 for reporting purposes. A decision will need to be made by fiscal year end whether we have enough summer 2018 FTES to borrow to fully restore, or there will be a permanent reduction in ongoing revenue.

* Reference to budget assumption number

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

To:	Board of Trustees	Date:	March 26, 2018
Re:	Approval of Change Order #1 - Danny Letner Inc. dba Letner Roofing Company for Bid #1333 - Roof Replacement at District Operations Center		
Action:	Request for Approval		

BACKGROUND:

On October 23, 2017, the Board of Trustees approved a contract with Danny Letner Inc. dba Letner Roofing Company for the roof replacement at the District Operations Center. This contract was for labor and installation costs only. The roof materials were owner furnished and were purchased under a separate contract with a California Multiple Award Schedules (CMAS) contract for a material cost of \$178,765.14. The roof system had deteriorated to its end of useful life and repairs and maintenance were ineffective. The roof is over 20 years old and several patches and repairs have occurred over the years. The roof continuously leaked with each rainfall inspite of repairs and needed to be replaced as it became more costly to deal with leaks and damage. The project consisted of removing old roofing material and installation of a new roof system. The new roof consist of a two (2) ply modified membrane continuous roof system with an aggregate surface to mitigate ponding and premature deterioration. The project was completed on February 19, 2018.

ANALYSIS:

Change Order #1 decreases the contract amount by \$25,000 which is a credit back to the District for an unused allowance related to unforeseen work. The contract amount has been decreased from \$340,000 to \$315,000. Pursuant to Board Policy and Administrative Regulation 6600, it is recommended that the Board of Trustees approve the change order.

If Change Order #1 is approved, a Notice of Completion is on the same agenda for approval to close out the contract.

This project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1 for Danny Letner Inc. dba Letner Roofing Company for Bid #1333 - Roof Replacement at District Operations Center as presented.

Fiscal Impact:	\$25,000 Credit	Board Date:	March 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 & Support Services
 2323 North Broadway, Rm 112
 Santa Ana, CA 92706

Board Date: March 26, 2018
 Project/Bid No. 1333
 Site: District Operations Center
 Change Order (CO) No. : #1

Project Name: Roof Replacement at the District Operations Center
 Contractor: Letner Roofing Company
 Contract #: P.O. # 18-P0049219

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
10/23/17	107	02/19/18	0	0	N/A

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$340,000.00	
Previous Change Orders	0	\$0.00	0.0%
This Change Order	0	(\$25,000.00)	-7.4%
Total Change Order (s)		(\$25,000.00)	-7.4%
Revised Contract Amount		\$315,000.00	

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Deductive change order for unused District allowance. The change order will result in a credit to the contract amount. District Allowance was for unforeseen repairs related to the removal of the existing roof. There were no deck, concrete, deck leveling or unforeseen mechanical or electrical conditions during the project.	Owner	5	0	(\$25,000.00)	\$0.00	(\$25,000.00)
Subtotal					(\$25,000.00)	\$0.00	(\$25,000.00)
Grand Total							(\$25,000.00)

- 1- CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

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

To:	Board of Trustees	Date: March 26, 2018
Re:	Accept the Completion of Bid #1333 - Roof Replacement at District Operations Center and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On October 23, 2017, the Board of Trustees approved a contract with Danny Letner Inc. dba Letner Roofing Company for the roof replacement at the District Operations Center. The project was completed on February 19, 2018.

ANALYSIS:

The District, upon approval by the Board of Trustees may record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$315,000.

The project was funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees accept the project as complete and approve the filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: March 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	

RECORDING REQUESTED BY:
Rancho Santiago Comm. College District
2323 N. Broadway
Santa Ana, CA 92706-1640

AND WHEN RECORDED MAIL TO:

Carri Matsumoto
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

NO FEES CHARGED PER GOVERNMENT CODE §27383

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as District Operations Center, located 2323 North Broadway, Suite 112, Santa Ana, caused improvements to be made to the property to with: Bid #1333 for Roof Replacement at District Operations Center, the contract for the doing of which was heretofore entered into on the 23rd day of October, 2017, which contract was made with Danny Letner Inc. dba Letner Roofing Company, Inc. PO 18-P0049219 as contractor; that said improvements were completed on the 19th day of February, 2018 and accepted by formal action of the governing Board of said District on the 26th day of March, 2018; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Western Surety Company.

I, the undersigned, say: I am the Vice Chancellor- Business/Fiscal Services of the Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2018 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by _____
Peter J. Hardash, Vice Chancellor
Rancho Santiago Community College District

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 20_____, by _____, proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

To:	Board of Trustees	Date:	March 26, 2018
Re:	Approval of Amendment to Agreement with Hammel, Green & Abrahamson, Inc. for Architectural Services - Russell Hall Replacement (Health Sciences Building) at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement for additional architectural design services. On October 23, 2017, the Board of Trustees approved an agreement with Hammel, Green & Abrahamson, Inc. for architectural services related to the Russell Hall Replacement (Health Sciences Building) at Santa Ana College. This project received State funding at the end of July 2017 and the District was authorized by the State Chancellor's Office to begin the preliminary planning phase. The project is currently eligible to receive approximately \$20.7 million in state funding with a 50% contribution in matching funding by the District. The District is only authorized to proceed in each phase with the approval of the State Chancellor's office. The state phases include preliminary plans, working drawings and construction.

The project includes two major scopes of work: 1) construction of a new 3-story health sciences building and 2) demolition of the existing 3-story Russell Hall Building. Due to the State requirements for funding, the District must adhere and comply with all deadlines and program requirements. The first deadline by the State was for the District to submit preliminary plans in March 2018 which has been submitted. The design team has completed the preliminary planning phase and schematic design cost estimating exercise, and the construction budget is currently estimated to be \$38,500,000 in comparison to the State's allocated budget of \$31,612,000. The new construction budget more accurately reflects the project scope of work and current projections in construction cost forecasting. Due to the revised construction budget revision, the architect's compensation for basic services has increased to align with the scope of work and estimated cost. To see the original agreement, please [click here](#).

ANALYSIS:

The amendment is to increase the contract by \$587,900. The revised total contract amount is \$3,422,900 and includes reimbursable expenses. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds and State Funding.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with Hammel, Green & Abrahamson, Inc. for architectural services - Russell Hall Replacement (Health Sciences Building) at Santa Ana College as presented.

Fiscal Impact:	\$587,900	Board Date: March 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: 3/26/18

Project: Russell Hall Replacement (Health Sciences Building) Site: **Santa Ana College**

Consultants: **Hammel, Green & Abrahamson, Inc.**

Type of Service: Architectural Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$2,700,000.00	\$135,000.00	10/24/2017		6/30/2023
Amendment #1	\$587,900.00		10/24/2017		6/30/2023
Total Agreement Amount	\$3,422,900.00				

AGREEMENT NO: 0248.00/ DESCRIPTION:

Amendment #1 for additional architectural services.

The agreement #0248.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$587,900.00**

Contract End Date: **6/30/2023**

FIRST AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **27th** day of **MARCH** in the year **2018**, between **HAMMEL, GREEN AND ABRAHAMSON, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0248.00 entered into on October 23, 2017 to provide Architectural Services for the Russell Hall Replacement (Health Sciences Building) project at Santa Ana College. Please amend the AGREEMENT to include the following:
 - 1. By revising the construction budget per the attached Exhibit A; and
 - 2. By increasing the AGREEMENT amount by FIVE HUNDRED EIGHTY-SEVEN THOUSAND NINE HUNDRED DOLLARS (\$587,900) from TWO MILLION EIGHT HUNDRED THIRTY FIVE THREE THOUSAND DOLLARS (\$2,835,000), for a total AGREEMENT amount of THREE MILLION FOUR HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED DOLLARS (\$3,422,900).
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0248.00, effective October 27, 2017, shall remain in full force and effect.

HAMMEL, GREEN, ABRAHAMSON, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
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"

1. Construction Budget:

The construction budget has been revised from \$31,621,000 to **\$38,500,000**.

2. Compensation for Basic Services:

Due to the construction budget increase, compensation for Basic Services has been revised from \$2,700,000 to **\$3,287,900**.

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

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of Amendment to Agreement with Knowland Construction Services for DSA Inspector of Record Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to extend time only. On September 28, 2015 the Board of Trustees approved an agreement with Knowland Construction Services for DSA Inspector of Record (IOR) Services for the Central Plant, Infrastructure and Mechanical Upgrades project at Santa Ana College. As required for all major construction projects, the District must hire a DSA-certified inspector to ensure the project is constructed in accordance with the DSA approved plans. During the design phase of the project, the anticipated substantial completion date was originally estimated for September 17, 2017 with final completion by mid-December 2017. Upon completion of award of the construction contract, the substantial completion target date was revised to January 5, 2018 with close-out activities to follow. The project has now reached substantial completion as of January 5, 2018 and is currently in the punch list phase of the project. The DSA Inspector of Record Services agreement needs to be amended for time to correlate with the construction contract substantial completion time and to provide adequate time for ensuring Division of State Architect (DSA) close-out activities for certification is completed and all required project documents are provided to the District. To see original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced September 29, 2015 and the new end date has been revised from March 31, 2018 to June 30, 2018. There are no additional costs for this amendment. The agreement remains based on a not-to-exceed fee in the amount of \$660,000. The amendment to this agreement is to extend the contract time only.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with Knowland Construction Services for DSA Inspector of Record Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: March 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: 3/26/18

Project: Central Plant, Infrastructure and Mechanical Upgrades Site: **Santa Ana College**

Consultants: Knowland Construction Services

Type of Service: DSA Inspector of Record Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$660,000.00	N/A	9/29/2015		3/31/2018
Amendment #1		N/A	9/29/2015		6/30/2018
Total Agreement Amount	\$660,000.00				

AGREEMENT NO: 0149.00/ DESCRIPTION:

Amendment #1 for extension of time only.

The agreement #0149.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **N/A**

Contract End Date: **6/30/2018**

FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **27th** day of **March** in the year **2018**, between **KNOWLAND CONSTRUCTION SERVICES** 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 #0149.00 entered into on September 28, 2015 to provide DSA Inspector of Record Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College for the Rancho Santiago Community College District. Please amend the AGREEMENT to include the following:
 - A. By extending the contract duration date from March 31, 2018 through June 30, 2018.
2. Except as amended herein, the terms and conditions of AGREEMENT 0149.00 effective September 29, 2015, shall remain in full force and effect.

KNOWLAND CONSTRUCTION SERVICES

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
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

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

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of Amendment to Agreement with Koury Engineering & Testing, Inc. for Soils Testing and Inspection Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to extend time only. On September 14, 2015 the Board of Trustees approved an agreement with Koury Engineering & Testing, Inc. for the Central Plant, Infrastructure and Mechanical Upgrades project at Santa Ana College. Soils material testing and inspection services are required during the course of construction and are a Division of State Architect (DSA) requirement for this project. During the design phase of the project, the anticipated substantial completion date was originally estimated for September 17, 2017 with final completion by mid-December 2017. Upon completion of award of the construction contract, the substantial completion target date was revised to January 5, 2018 with close-out activities to follow. The project has now reached substantial completion as of January 5, 2018 and is currently in the punch list phase of the project. The soils material testing and inspection services agreement needs to be amended for time to correlate with the construction contract substantial completion time and to provide adequate time for ensuring Division of State Architect (DSA) close-out activities for certification is completed and all required project documents are provided to the District. To see original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced September 15, 2015 and the new end date has been revised from March 31, 2018 to June 30, 2018. There are no additional costs for this amendment. The agreement remains based on a not-to-exceed fee in the amount of \$317,030. The amendment to this agreement is to extend the contract time only.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with Koury Engineering & Testing, Inc. for Soils Testing and Inspection Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: March 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: 3/26/18

Project: Central Plant, Infrastructure and Mechanical Upgrades Site: **Santa Ana College**

Consultant: **Koury Engineering and Testing, Inc.**

Type of Service: Soils Testing and Inspection Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$317,030.00	N/A	9/15/2015		3/31/2018
Amendment #1	N/A		9/15/2015		3/31/2018
Amendment #2	N/A		9/15/2015		6/30/2018
Total Agreement Amount	\$317,030.00				

AGREEMENT NO: 0144.00/ DESCRIPTION:

Amendment #2 for extension of time only.

The agreement #0144.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **N/A**

Contract End Date: **6/30/2018**

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **27th** day of **March** in the year **2018**, between **KOURY GEOTECHNICAL SERVICES, 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 #0144.00 entered into on September 14, 2015 and amended on September 12, 2016, to provide Geotechnical Testing & Inspection Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College for the Rancho Santiago Community College District. Please amend the AGREEMENT to include the following:
 - A. By extending the contract duration date from March 31, 2018 through June 30, 2018.
2. Except as amended herein, the terms and conditions of AGREEMENT 0144.00 effective September 15, 2015, shall remain in full force and effect.

KOURY GEOTECHNICAL SERVICES, 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
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

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

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of Amendment to Agreement with Linik Corporation - Project Management Services for Santa Ana College Projects	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to extend time only. On February 18, 2014 the Board of Trustees approved an agreement with Linik Corporation for project management consulting services for multiple Santa Ana College projects, which included the Central Plant Utility Infrastructure project. During the design phase of the project, the anticipated substantial completion date was originally estimated for September 17, 2017 with final completion by mid-December 2017. Upon completion of award of the construction contract, the substantial completion target date was revised to January 5, 2018 with close-out activities to follow. The project has now reached substantial completion as of January 5, 2018 and is currently in the punch list phase of the project. The project management agreement needs to be amended for time to correlate with the construction contract substantial completion time and to provide adequate time for ensuring Division of State Architect (DSA) close-out activities for certification is completed and all required project documents are provided to the District. To see original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced February 19, 2014 and the new end date has been revised from March 31, 2018 to December 31, 2018. There are no additional costs for this amendment. The agreement remains based on a not-to-exceed fee in the amount of \$3,293,950. The amendment to this agreement is to extend the contract time only.

This service agreement is funded by Measure Q and Capital Outlay.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with Linik Corporation for project management services for Santa Ana College projects as presented.

Fiscal Impact:	N/A	Board Date: March 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: 3/26/18

Project: Campus Improvements

Site: **Santa Ana College**

Consultants: **Linik Corporation**

Type of Service: Project Management Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$1,082,920.00	N/A	2/19/2014		12/31/2015
Amendment #1	\$2,211,030.00	\$50,000.00	2/19/2014		3/31/2018
Amendment #2		N/A	2/19/2014		12/31/2018
Total Agreement Amount	\$3,293,950.00				

AGREEMENT NO: 0027.00/ DESCRIPTION:

Amendment #2 for extension of time only.

The agreement #0027.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

12/31/2018

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **27th** day of **March** in the year **2018**, between **LINK CORPORATION** hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0027.00 entered into on February 18, 2014 and amended on December 8, 2014, to provide project management and planning consulting services for the facilities planning and construction and support services department for the Rancho Santiago Community College District. Please amend the AGREEMENT to include the following:
 - A. By extending the contract duration date from March 31, 2018 through December 31, 2018.
2. Except as amended herein, the terms and conditions of AGREEMENT 00027.00 effective February 18, 2014, shall remain in full force and effect.

LINK CORPORATION

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
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

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

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of Amendment to Agreement with Smith-Emery Laboratories for Materials Testing and Inspection Consulting Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to extend time only. On September 28, 2015 the Board of Trustees approved an agreement with Smith-Emery Laboratories for Materials Testing and Inspection Consulting Services for the Central Plant, Infrastructure and Mechanical Upgrades project. Materials testing and inspection services are required during the course of construction and are a DSA requirement for this project. During the design phase of the project, the anticipated substantial completion date was originally estimated for September 17, 2017 with final completion by mid-December 2017. Upon completion of award of the construction contract, the substantial completion target date was revised to January 5, 2018 with close-out activities to follow. The project has now reached substantial completion as of January 5, 2018 and is currently in the punch list phase of the project. The materials testing and special inspection consulting services agreement needs to be amended for time to correlate with the construction contract substantial completion time and to provide adequate time for ensuring Division of State Architect (DSA) close-out activities for certification is completed and all required project documents are provided to the District. To see original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced on September 29, 2015 and the new end date has been revised from March 31, 2018 to June 30, 2018. There are no additional costs for this amendment. The agreement remains based on a not-to-exceed fee in the amount of \$429,651. The amendment to this agreement is to extend the contract time only.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with Smith-Emery Laboratories for Materials Testing and Inspection Consulting Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: March 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: 3/26/18

Project: Central Plant, Infrastructure and Mechanical Upgrades Site: **Santa Ana College**

Consultants: **Smith-Emery Laboratories**

Type of Service: Materials Testing & Inspection Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$429,651.00	N/A	9/29/2015		3/31/2018
Amendment #1		N/A	9/29/2015		6/30/2018
Total Agreement Amount	\$429,651.00				

AGREEMENT NO: 0147.00/ DESCRIPTION:

Amendment #1 for extension of time only.

The agreement #0147.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

6/30/2018

FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **27th** day of **March** in the year **2018**, between **SMITH-EMERY LABORATORIES** 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 #0147.00 entered into on September 28, 2015 to provide Special Inspection and Material Testing Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College for the Rancho Santiago Community College District. Please amend the AGREEMENT to include the following:
 - A. By extending the contract duration date from March 31, 2018 through June 30, 2018.
2. Except as amended herein, the terms and conditions of AGREEMENT 0147.00 effective September 29, 2015, shall remain in full force and effect.

SMITH-EMERY LABORATORIES

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
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

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

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of Agreement with Sindoni Consulting & Management Services, Inc. - Commissioning Services for Fan Coil Unit Replacement - Building D at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement with Sindoni Consulting & Management Services, Inc. for the Fan Coil Replacement Project commissioning services at Building D located at Santiago Canyon College. The fan coil unit replacement project is a State funded 2017-2018 Scheduled Maintenance project. The replacement project will remove and replace the existing mechanical fan coil units as these units are at the end of life. The units have multiple problems ranging from electrical wiring issues, motor failures, inefficient cooling and heating coils, inadequate outside air, condensate drain problems, drain pan failures, air flow problems, utility piping problems, and maintenance accessibility problems. The objective of the proposed fan coil unit replacement is to improve energy efficiency, increase performance, lower maintenance costs, increase system reliability, and improve system stability. Building Commissioning is required per Administrative Regulations, California Code of Regulations, Title 24, Part 6, 2016 Building Energy Efficiency Standards and the District desires to hire an independent commissioning consultant to participate in the design review, system installation review, system functional testing, prepare system trend reports and analysis, and prepare a user system manual as a sustainable best management practice. The services provided by the commissioning agent will ensure proper functional testing is undertaken for all fan coil units in order to meet target energy efficiency measures.

ANALYSIS:

A Request for Proposal (RFP) #1718-196 for commissioning services for the fan coil unit replacement project at Building D at Santiago Canyon College was solicited January 19, 2018 to all six pre-qualified firms with a due date of February 12, 2018. The District received five responses from 3QC, Inc. (Pasadena); Farnsworth Group, Inc. (Claremont); Glumac (Irvine); Kitchell (Costa Mesa) and Sindoni Consulting & Management Services, Inc. (Newport Beach). A screening panel convened on February 13, 2018 to review the proposals and interviewed Farnsworth Group, Inc.; Glumac and Sindoni Consulting & Management Services, Inc. on February 20, 2018. After a thorough review, the panel recommends Sindoni Consulting & Management, Inc. by consensus based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, reference checks, project approach, fee, schedule, knowledge, experience, and ability to meet the anticipated schedule.

The services covered by this agreement shall commence March 27, 2018 and end December 31, 2018. The contract is a not to exceed fee of \$33,170.00, which includes \$600 in reimbursable expenses. The District has reviewed the fee and finds it reasonable and within industry standards.

This project is funded by State Scheduled Maintenance and Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Services for the Fan Coil Unit Replacement Project at Building D at Santiago Canyon College as presented.

Fiscal Impact:	\$33,170	Board Date: March 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: 03/26/18

Project: Fan Coil Unit Replacement at Building D

Site: **Santiago Canyon College**

Consultants: **Sindoni Consulting & Management Services, Inc.**

Type of Service: Commissioning Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$32,570.00	\$600.00	3/27/2018		12/31/2018
Total Agreement Amount	\$33,170.00				

AGREEMENT NO: 0272.00/ DESCRIPTION:

This agreement #0272.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$33,170.00**

Contract End Date: **12/31/2018**

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

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of Canvas ILP SaaS Subscription with Ellucian Inc.	
Action:	Request for Approval	

BACKGROUND

On January 9, 2017, the Board of Trustees approved the Instructure agreement for Canvas Learning Management System (LMS) for online learning environment for distance education. The District started the implementation in June 2017 and is using Canvas with a small group of instructors, but still currently utilize a hosted version of Blackboard ILP for most courses. By summer of 2018, the District is required to fully transition to Canvas and retire Blackboard completely per our Canvas agreements for both SAC and SCC.

ANALYSIS

In order to provide high-quality online classes & support our traditional on-campus classes, a purchase of a Canvas ILP software to integrate to Colleague information system is a vital tool. This software is only offered as a Software as a Service (SaaS) through Ellucian Inc. This tool allows for a near real-time integration with our hosted Colleague environment. The agreement is based upon our IPEDS FTE count of 18,999 and may fluctuate based on enrollment.

The District would like to enter into an agreement with Ellucian Inc. for Canvas ILP SaaS. The annual subscription in the amount of \$31,275 includes a 25% discount with no annual increase during the 36-month term. It is Ellucian's commitment that at the end of the 36 month term, that the renewal fee will not increase by more than 7%. There is a required implementation services at \$213 per hour at an estimated 34 hours, which is estimated at \$7,242. The term of the service is 36-months and will commence on the first day of the month following execution.

This project will be funded by the ITS operational budget by the savings received from retiring and ending the Blackboard agreement.

RECOMMENDATION

It is recommended that the Board of Trustees approve the subscription for Canvas ILP SaaS with Ellucian Inc. as presented.

Fiscal Impact:	\$93,825 est. (36-months) and implementation services at \$213/hour (est. 34 hours)	Board Date: March 26, 2018
Prepared by:	Lee Krichmar, Assistant VC of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



CLOUD SOFTWARE ORDER FORM

This Cloud Software Order Form (the "Order Form") is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (the "Client"). This Order Form amends the Agreement dated September 7, 2005 between the parties (the "Agreement") and, collectively, the Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form.

By the execution of this Order Form below, each party represents and warrants that it is bound by the signature of its respective signatory. Client has not relied on the availability of either any future version of any Cloud Software or any future Software product or service.

Ellucian		Client	
By:	_____	By:	_____
	<i>Authorized Signature</i>		<i>Authorized Signature</i>
Name:	_____	Name:	_____
	<i>Printed</i>		<i>Printed</i>
Title:	_____	Title:	_____
Date:	_____	Date:	_____

**The later date of signature above is the "Execution Date" of this Order Form.
Client's Billing Contact Information appears below.**

Client
Billing Contact Information

Name: _____

Address: _____

City, State, Zip: _____

1. **Additional Definitions.** Each term defined below has the meaning given to that term below whenever the term is used in this Order Form. Other capitalized terms are defined elsewhere in this Order Form.

“Client Data” means all electronic data or information submitted by Client to the Cloud Software, including without limitation any *“Client PII”* (meaning, personally identifiable information of Client’s students, faculty and employees that is regulated by various state and federal laws and regulations).

“Cloud Contract Year” means each period of twelve (12) consecutive months beginning on the Beginning Date or any anniversary thereof during the Cloud Software Term.

“Cloud Software” means the Software or Component System identified in Exhibit A as *“Cloud Software.”*

“Defect” means a material deviation between the Cloud Software and its Documentation for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.

“Documentation” means the on-line and hard copy functional and technical specifications that Ellucian provides for the Cloud Software, and that describe the functional and technical capabilities of the Cloud Software.

“Full Time Equivalent” or *“FTE”* is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System (*“IPEDS”*) client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.

“Maintenance” means providing Client with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Cloud Software (collectively, the *“Maintenance Standards”*) are specified in Exhibit B.

“New Releases” means new editions (*i.e.*, major and minor releases) of the Cloud Software.

“Software Supplement” means additional terms and conditions applying to particular Cloud Software, as specified in Exhibit A.

“Software Support Services” means, collectively, Maintenance and New Releases.

“Third Party Component Providers” means third parties utilized by Ellucian to provide components of the Cloud Software.

2. **License to Access and Use Cloud Software; Cloud Software Term.**

- 2.1 **Cloud Software.** For the Cloud Software identified in Exhibit A, and only during the Cloud Software Term (as defined below), Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client’s internal use only. This license is further subject to the usage parameters identified in each instance in Exhibit A.

- 2.2 **Cloud Software Term.** The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in Exhibit A) is the *“Initial Cloud Software Term.”* Following the Initial Cloud Software Term, Client’s license to access and use the Cloud Software as provided in Section 2.1 will automatically renew for consecutive Cloud Contract Years on a year-to-year basis (each a *“Renewal Cloud Contract Year”*), unless either party notifies the other in writing of its intent not to effect such a renewal at least ninety (90) days prior to the Expiration Date, or, for any Cloud Contract Year subsequent to the Expiration Date, at least ninety (90) days prior to the expiration of the then-current Cloud Contract Year. The Initial Cloud Software

Term combined with any Renewal Cloud Contract Year(s) is referred to herein as the “Cloud Software Term.”

3. Client Responsibilities and Prohibitions.

- Client's authorized users will be provided with passwords, and Client must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate, or render ineffective the password protection of the Cloud Software.
- Client will be responsible for its users' compliance with this Order Form.
- Client will be responsible for the accuracy, completeness, quality, and legality of Client Data and of the means by which it acquired Client Data.
- Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
- Client will use the Cloud Software only in accordance with this Order Form, the Documentation, and applicable laws.
- Client will not make the Cloud Software available to anyone other than its authorized users.
- Client will not sell, resell, rent, or lease the Cloud Software.
- This Order Form is expressly made subject to United States government and other applicable laws, regulations, orders, or other restrictions regarding export from the United States or another country, and import into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data, or other items. Client will not allow the Cloud Software, in whole or in part, to be exported outside of United States, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, a validated export license from the Office of Export Administration within the United States Department of Commerce and such other appropriate United States governmental authorities. Client is prohibited from directly or indirectly exporting (or re-exporting) or providing access to the Cloud Software: (i) to any country to which the United States has embargoed goods (including, for these purposes, any national or resident of any such country); or (ii) to anyone on the United States Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the United States Commerce Department's Denied Persons List.
- Client will not create any derivative works based on the Cloud Software.
- Client will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
- Client will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
- Client will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (1) is libelous, harmful to minors, obscene or constitutes pornography, (2) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful, or (3) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.
- Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements attached to Exhibit A. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Client agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of this Order Form, the terms of the Software Supplement will control.

- 4. Software Support Services for Cloud Software; Backup and Disaster Recovery.** During the Cloud Software Term, as part of the annual subscription fees set forth in Exhibit A, Ellucian will provide Software Support Services for the Cloud Software in accordance with the Maintenance Standards in the attached Exhibit B. The application of Software Support Services by Ellucian may result in changes in the form, timing, or other features

of the Cloud Software. Ellucian will apply the Software Support Services to the Cloud Software to include Maintenance and New Releases.

Ellucian will back up the Client Data. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of Client Data, but will only be responsible for appropriately backing up the Client Data contained in the Cloud Software. Ellucian will conduct regular backup of all Client Data. The retention of this backup data is separated into the following components:

- *Database* – backups will be retained for three (3) months
- *Point in Time* – backups will be retained for one (1) week

At the end of these durations, the oldest copies of files will be deleted.

Client may request copies of database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download on a monthly basis. Each database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.

Ellucian will maintain a disaster recovery plan for the Cloud Software. If the Cloud Software production environment is damaged in whole or in part preventing Ellucian from securely delivering the Cloud Software, Ellucian will failover the primary Cloud Software environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Cloud Software is declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Cloud Software became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. Note: Any Cloud Software downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined below.

5. **Cloud Software – Service Level Agreement.** Except as otherwise expressly provided for in any Software Supplement, Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the "SLA") in the attached Exhibit C.
6. **Personally Identifiable Information.** To effect the purposes of this Order Form, Client may from time to time provide Ellucian with Client PII (Client representing that it has the right to do so in each such instance). Ellucian represents that it maintains appropriate data security measures, including a written information security policy, to protect Client PII consistent with applicable laws and regulations. Further, to protect the privacy of Client PII, Ellucian will, for so long as it retains Client PII: (i) maintain the confidentiality of Client PII, as provided in the applicable section(s) of the Agreement regarding Client's confidential information generally; (ii) limit access to Client PII to Ellucian's employees, agents and subcontractors who have a need to access Client PII to fulfill Ellucian's obligations under this Order Form; (iii) require that its agents and subcontractors who have access to Client PII agree to abide by substantially similar (and no less restrictive) restrictions and conditions that apply to Ellucian with regard to such Client PII; and (iv) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of such Client PII and protect against unauthorized access to or use of such Client PII that could result in substantial harm or inconvenience to Client.
7. **Payment Terms; Suspension of Cloud Software; Delivery; Services Delivery.**

7.1 **Payment Terms.** Subscription fees for each Cloud Contract Year will be specified by Ellucian in an invoice issued in advance of each such Cloud Contract Year and will be due and payable within thirty (30) days from the date of invoice (but not earlier than the first day of the applicable Cloud Contract Year for which such subscription fees are being remitted).

7.2 Annual Subscription Fee Increases. The Total Annual Subscription Fee shown in Exhibit A represents the subscription fee for each Cloud Contract Year during the Initial Cloud Software Term and will not increase during the Initial Cloud Software Term except as expressly set forth herein.

For any Renewal Cloud Contract Year following the Initial Cloud Software Term, annual subscription fees will not increase by more than seven percent (7%) over the annual subscription fee payable for Cloud Software for the immediately preceding Cloud Contract Year.

7.3 FTE. Client's reported FTE as of the Execution Date is specified in Exhibit A (the "Contracted FTE"). Pricing in this Order Form for Cloud Software allows for up to a tier threshold of 18,999 FTE. Ellucian will perform an annual review of Client's FTE status. If upon review, Client's actual FTE exceeds the tier threshold, or if Client's technology capacity requirements otherwise increase or vary, Ellucian will have the right to charge additional fees associated with the increase or variation, at Ellucian's then-current standard fees in effect at the time of such increase. Upon the payment by Client of such fee, Client's Contracted FTE will be increased to equal the then-current actual FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that the Contracted FTE exceeds the actual FTE at any time during the Cloud Software Term. Without limitation, Client agrees to provide Ellucian with reasonable access to its personnel, facilities, and documentation for purposes of auditing the calculation of FTE.

7.4 Suspension of Cloud Software. If Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for subscription fees due for Cloud Software, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of the Cloud Software.

7.5 Delivery. Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client's access to the Cloud Software in accordance with this Order Form (the date on which Client is provided with this access is the "Delivery Date" for the purposes of the Cloud Software). In providing the Cloud Software under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

8. **Post Termination Actions.** Upon termination or expiration of the Cloud Software Term, Client access and use of the Cloud Software will immediately cease, and Client will have no further access to or use of the Cloud Software. Provided that Client has provided Ellucian with a written request at least thirty (30) days prior to the end of the Cloud Software Term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian's possession, in a commercially reasonable format. Such Client Data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies.

9. **Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants that, during the Cloud Software Term, the Cloud Software will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure or a correction of the Defect (in accordance with the Software Support Services provisions of this Order Form and the associated Maintenance Standards attached hereto as Exhibit B). If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 10 below, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Ellucian's sole obligation for breach of this limited warranty is contained in this Section 9. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A

PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

10. **LIMITATION OF LIABILITY.** FOR THE CLOUD SOFTWARE LICENSED PURSUANT TO THIS ORDER FORM, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE SUBSCRIPTION FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR THE CLOUD SOFTWARE GIVING RISE TO THE LIABILITY FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 10 WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS ORDER FORM OR THE AGREEMENT.
11. **Third Party Components.** Ellucian's obligation to provide Client with Cloud Services that include third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Services to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Services in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide to Client and Client's obligation to pay Ellucian for the applicable Cloud Services will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.
12. **Termination of On Premises Intelligent Learning Platform Maintenance Services.** Client's obligation to pay Maintenance fees for the Intelligent Learning Platform On-Premise software (only) will end effective the first day of the month following the Execution Date. Client has a continuing license to use the Intelligent Learning Platform on-premise software, in accordance with the terms and conditions contained in the Agreement, but Ellucian will continue to provide maintenance support upon such Intelligent Learning Platform on-premise software for a period of only six (6) months (the "Transition Period") from the Beginning Date specified in the Cloud Software Table in Exhibit A below. Client acknowledges and agrees that Ellucian's obligations to provide Maintenance (sometimes referred to elsewhere as Software Support Services and/or Improvements) during the Transition Period will be limited to telephone support, regulatory releases and defect corrections only. Specifically, Client will not be entitled to use any new product enhancements that may become available during the Transition Period (including, without limitation, provision of updates, telephone support, and error corrections) for Intelligent Learning Platform on-premise software, as provided-for under the Agreement. Credits for any prepaid Maintenance Fees or payments for the Intelligent Learning Platform On-Premise software that are applicable to any period of time from and after the Beginning Date, if any, shall be credited only against the subscription fees payable hereunder.

EXHIBIT A TO THE CLOUD SOFTWARE ORDER FORM

Ellucian Cloud Software

Cloud Software ^{1,2}	Beginning Date	Expiration Date	Software Supplement	Annual Subscription Fee
ELLUCIAN INTELLIGENT LEARNING PLATFORM for Canvas ^{3,4,5}	The first day of the next month following the Execution Date	The last day of the thirty-sixth (36 th) month after the Beginning Date	None	Included
TOTAL ANNUAL SUBSCRIPTION FEE:				\$31,275

Notes:

- ¹ The pricing contained in this Order Form is valid only if the Execution Date occurs on or before March 30, 2018.
- ² The Annual Subscription Fee(s) shown in the table above do not include implementation/setup services. For the additional fees set forth in the Services Order Form attached hereto as Exhibit D, Ellucian shall provide to Client the additional services identified in the table(s) contained within that Exhibit on the terms and conditions set forth in the Agreement as modified by this Order Form.
- ³ Ellucian currently utilizes Amazon Web Services (“AWS”) for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.
- ⁴ Client’s Contracted FTE is 18,761. See Section 7.3 above.
- ⁵ As of the date of this Order Form, the Ellucian Intelligent Learning Platform Baseline Software is designed for compatibility with the following Learning Management System (LMS): Blackboard, Moodle, D2L, or Canvas.

EXHIBIT B TO THE CLOUD SOFTWARE ORDER FORM

Maintenance Standards (Subscription Advantage Level)

1. Ellucian’s Action Line will be available to Client for Defect reporting five (5) days per week, Monday through Friday (excluding national holidays and Ellucian-observed holidays), from 8:00 AM to 8:00 PM (Eastern U.S. Time). However, Production outages will be supported 24x7x365 as long as Client contacts Ellucian’s Action Line via the telephone number provided to Client.
2. The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of the incident using the definitions below. Ellucian will review and validate the priority for open incidents, and may adjust the priority to better align with these definitions.

Ellucian uses reasonable commercial efforts to respond to Client’s Notifications in accordance with the following guidelines:

Priority Levels	Definition	Target Response Times
Priority 1 - Critical	A Notification that the production Cloud Software instance is not available for remote access by Client	1 hour or less
Priority 2 - High	A Notification that Client believes that a Defect has caused a partial failure of the Cloud Software or a failure that significantly hinders Client’s ability to perform data processing which is critical to Client’s operations on the day on which the alleged Defect is reported	4 hours or less
Priority 3 - Medium	A Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, the Cloud Software, or that causes a significant delay in Client’s ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is <u>not</u> critical to Client’s operations	1 business day or less
Priority 4 - Low	A Notification that Clients believes that a Defect exists, but it does not significantly affect critical processing	3 business days or less

For purposes of these targets, a “response” will mean an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to Ellucian’s obligation to respond to Client’s Notification(s), Client must follow Ellucian’s policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A “Notification” means a communication to Ellucian by means of: (i) Ellucian’s Action Line; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian’s then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which Ellucian will contact Client after triaging and routing. Ellucian will begin working the request to seek a resolution of the issue once communication with Client has been established to verify the request and depending on the priority level as described above.

EXHIBIT C TO THE CLOUD SOFTWARE ORDER FORM

Service Level Agreement

1. Coverage and Terminology.

This Service Level Agreement (the “SLA”) applies to the production Cloud Software instance supported under this Order Form.

Availability: “Availability” means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the production Cloud Software is available for remote access by Client as measured by Ellucian pursuant to the Service Level Objectives defined in the Service Level Objective section below.

Measurement: Availability is measured as the ratio of actual Availability to expected Availability resulting in an “Achieved Availability” percentage. Achieved Availability is determined by calculating the aggregate minutes, during the periods the production Cloud Software instance is scheduled to be available (“Scheduled Uptime”), that the production Cloud Software instance is unavailable for use by Client (“Unscheduled Outage”), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the production Cloud Software is scheduled to be unavailable with Client agreement (“Scheduled Downtime”), and rounded to the nearest 10th (tenth) unless otherwise indicated in the specific SLA definition. The “Achieved Availability” calculation is expressed as:

$$1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

For the avoidance of doubt, the unavailability of the production Cloud Software instance as a result of scheduled maintenance and emergency maintenance windows will not be considered a service outage and will not give rise to Service Level Credits.

2. Service Level Objective.

Ellucian aims to achieve one hundred percent (100%) Availability for the production Cloud Software instance. Subject to the terms in this SLA, Ellucian will provide ninety-nine and one half percent (99.5%) Availability for the production Cloud Software instance.

A monthly Availability report will be made available within ten (10) business days following Client’s written request.

3. Service Level Credits.

Except under the conditions mentioned in the Conditions section below, if the Availability of the production Cloud Software instance is less than ninety-nine and one-half percent (99.5%), Ellucian will issue a credit (a “Service Level Credit”) to Client according to the following tables.

<i>Production Cloud Software</i>	
Availability	Service Level Credit Issued by Ellucian *
>= 99.50%	None
99.00% - 99.49%	5% of applicable monthly fee
97.00% - 98.99%	10% of applicable monthly fee
95.00% - 96.99%	15% of applicable monthly fee

Production Cloud Software	
Availability	Service Level Credit Issued by Ellucian *
92.00% - 94.99%	20% of applicable monthly fee
<92%	25% of applicable monthly fee; plus 7% for each additional 3.3% of total downtime in the applicable calendar month, up to a maximum of 100% of the applicable monthly fee

* For the avoidance of doubt, and without limitation, Service Level Credits are subject to the terms and conditions provided for in Section 6 ("Service Level Credit Request, Payment Procedures") of this Exhibit C.

4. Maintenance Procedure.

- 4.1 Ellucian will use diligent efforts to announce scheduled maintenance as defined in the attached Exhibit C-1.
- 4.2 Ellucian reserves the right to perform emergency maintenance (for example, to restore Cloud Software or remediate security vulnerabilities) without any prior notification, should it be deemed necessary to protect and maintain the security, availability or integrity of the Cloud Software.

5. Conditions.

5.1 Client will not receive any Service Level Credits under this SLA in connection with any failure or deficiency caused by or associated with any of the following:

- Outages, delays, or latency elsewhere on the Internet (including but not limited upstream internet service providers (ISPs)) that hinder access to the Cloud Software;
- Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
- Domain Name Server (DNS) issues and DNS propagation outside the direct control of Ellucian;
- Browser or DNS caching that may make the production Cloud Software appear inaccessible when others can still access it;
- False SLA breaches reported as a result of outages or errors of any Ellucian measurement system;
- File transfer, email or webmail delivery and transmission;
- Circumstances beyond Ellucian’s reasonable control;
- Any issues caused by the action of third party software, contractors, or vendors (other than third parties authorized by Ellucian); or
- Functional Cloud Software setup, configuration, or functionality outside the scope of the Order Form.

5.2 Ellucian is not responsible for localized incidents affecting a subset of the population. Further, Ellucian is not responsible for intermittent availability issues such as those that cannot be documented, measured or repeated.

6. Service Level Credit Request, Payment Procedures.

- 6.1 As part of Ellucian’s obligation to provide the Cloud Software, Ellucian will provide oversight for monitoring this SLA utilizing the availability metrics information provided through the use of an industry standard monitoring tool (such tool will be the authoritative system for service level measurement under this SLA). Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests via email or Ellucian’s ticketing system. Each Service Level Credit request in connection with this SLA must include Client’s account name and the dates and times of the unavailability of the production Cloud Software and must be received by Ellucian within thirty (30) days after such production Cloud Software was not available as defined herein. If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the production Cloud Software was the cause of the unavailability, then Service Level Credits will be applied within two (2) billing cycles after Ellucian’s receipt of Client’s Service Level Credit request.
- 6.2 The Service Level Credit percentage will be based on the amount of the Cloud Software fee paid by Client for Cloud Software for the month being measured. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will in no event exceed the total Cloud Software fee paid by Client for such month. Service Level Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Level Credits are Client’s sole and exclusive remedy with respect to any failure or deficiency in the production Cloud Software. No Service Level Credits will be issued for non-production environments.
- 6.3 Note: Service Level Credits are not refundable and can be used only towards future billing charges for the Cloud Software. Provided, however, if a Service Level Credit is due in the last month of the Cloud Software Term, then the Service Level Credit will be applied against the fees due in the last month of the Cloud Software Term.

EXHIBIT C-1 TO CLOUD SOFTWARE ORDER FORM

Cloud Software Maintenance Procedures

Ellucian reserves the right to perform emergency maintenance (for example, to restore Cloud Software or remediate security vulnerabilities) without any prior notification to Client, if Ellucian determines that it is necessary to protect and maintain the security, availability or integrity of the Cloud Software.

Ellucian’s standard maintenance windows are as described below (NOTE: The below windows are maximums and will only be utilized if required). Ellucian will use diligent efforts to announce scheduled maintenance as defined by these maintenance windows.

Maintenance Windows				
Window	Duration	Days	Anticipated service disruption	Notification
Weekly	4 hours	Weekend	Low	48 hours
Monthly	8 hours	Weekend	Likely	1 week

Emergency changes required to restore disrupted Cloud Software will follow documented change processes and might not occur during a defined window.

EXHIBIT D TO THE CLOUD SOFTWARE ORDER FORM

PROFESSIONAL SERVICES

Ellucian agrees to provide to Client the additional services identified in the table(s) below for the additional fees set forth in the table(s) and on the terms and conditions set forth in the Agreement as modified by this Order Form. In performing the additional services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide. Ellucian will provide Client with the time and materials services identified in the Hourly Services Table below, during the period specified in that Table; for the avoidance of doubt, these are not “fixed fee” or “not to exceed” services, but rather time and materials services for which Client will pay Ellucian for services rendered at the hourly rate provided for in the Hourly Services Table.

HOURLY SERVICES TABLE: ¹

Description ²	Estimated Hours	Hourly Rate ³	Fee ⁴
Ellucian Intelligent Learning Platform Hourly Implementation Services	34	\$213	\$7,242
TOTAL HOURLY SERVICES FEE:			\$7,242

Notes to Hourly Services Table:

- ¹ The pricing contained in this Order Form is valid only if the Execution Date occurs on or before March 30, 2018.
- ² For a more detailed description of these services, see the Statement of Work (“SOW”) attached as Attachment A.
- ³ Hourly rates specified in this table will be held in place for services rendered on this implementation project for a period beginning on the Execution Date and ending one (1) year later. Requests for any additional services beyond the one (1) year period will need to be negotiated under separate Work Order and signed by both parties.
- ⁴ Client is advised that, without limitation, Ellucian personnel rendering services bill for preparation time and follow-up time. Where a number of hours is specified in the table with an associated hourly rate, the “Fee” is a good faith estimate based on the information available to Ellucian at the time of execution of this Agreement. The total amount that Client will pay for these services (i.e., the TOTAL HOURLY SERVICES FEE) will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.

Payment Terms – Time and Materials Services: Ellucian will invoice Client monthly for all time and materials services on an as-incurred basis in arrears, and payments will be due within thirty (30) days from invoice date.

Payment Terms – Expenses and Other Charges: Travel expenses and living expenses are additional. Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from invoice date.

Project Assumptions

The following assumptions apply to all Professional Services provided under this Order Form:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client’s site, and be the main point of contact for Ellucian throughout the implementation.
- Client will identify and provide access to the appropriate IT and application staff members to work with and assist Ellucian throughout the engagement. Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
- Services will be provided remotely unless otherwise determined during project planning.
- Training provided by Ellucian follows a ‘train-the-trainer’ methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in this Order Form.

- Client will commit to changing/modifying business processes to conform to Ellucian recommended practices and Ellucian common business process models. Client is responsible for managing staff expectations around Ellucian recommended practices for staff, faculty and students.
- Client will document processes, decisions and end user training materials unless otherwise indicated.
- Except as outlined in the SOW, the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, and customizations is the responsibility of Client.
- Client will ensure that the software release on the Client system is up-to-date and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.
- Prior to the commencement of applicable services, Client will provide Ellucian access to applicable on-premise Ellucian Software, will have all necessary hardware onsite and operational, and have all required software installed, other than software to be installed by Ellucian.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client's security and access policies and provide Ellucian access to their servers via a Virtual Private Network ("VPN") connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- All Professional Services to be provided hereunder are based on the implementation of the Baseline version of the Ellucian Software available as of the Execution Date.
- Any tasks, deliverables or services which are not described in this Order Form are out of scope and will not be provided by Ellucian.
- Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client's contact through a mutually agreed upon change order process.

**ATTACHMENT A TO EXHIBIT D
STATEMENT OF WORK**

Intelligent Learning Platform (“ILP”) SaaS for On-Premise SIS Scope of Work

Ellucian will conduct functional workshops designed to review and configure ILP settings to work for the Client business processes. Ellucian will also configure and validate ILP integration to both Learning Management System (“LMS”) and ERP.

Service Description

Engagement	High Level Tasks	Deliverables	Hours
Technical Planning, Kickoff and Turnover	<ul style="list-style-type: none"> • Technical planning and kickoff call • Technical turnover call 	<ul style="list-style-type: none"> • Training on system configurations 	4
COLLEAGUE ILP Configuration	<ul style="list-style-type: none"> • Production and test configuration of the ILP; • Configuration and validation of ILP integration to both LMS and Colleague; and • Integration setup and configuration to Ellucian Portal if applicable. 	<ul style="list-style-type: none"> • Configured non-production and production ILP environment 	14
ILP Consulting	<ul style="list-style-type: none"> • Functional overview of ILP and its features • Schedule course, user, and enrollment updates • Grade sync setup • Go live planning • Portal webpart setup if applicable 	<ul style="list-style-type: none"> • Reference guide • Decision workbook 	16

Included ILP Training

Intelligent Learning Platform for Colleague End Users

<http://d19wxyfg20eyk.cloudfront.net/learning/IntelligentLearningPlatformForColleagueEndUsers/index.html>

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

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of Surplus Property	
Action:	Request for Approval	

BACKGROUND

The District has accumulated a considerable amount of surplus property which requires an auction to dispose of this property. Legally, in order to dispose of District property, the Board must take action to declare any left over items as surplus prior to the auction.

ANALYSIS

An open house was held on February 28, 2018 for District staff to select usable items for their divisions or departments. The same day, an open house was held for non-profit organizations and school districts to select from the remaining items per District Board Policy BP6550. One (1) school district attended the preview. Attached is a listing of all the surplus property as of March 12, 2018. This record will change as items continually move in and out of storage. Also, there are non-inventoried, miscellaneous items and e-waste that are not listed but will be sold or disposed.

Therefore, it is recommended that The Liquidation Company (TLC) auctions off the District's surplus property in accordance with the terms and conditions of the current contract. The auctioneer's commission fee is 35% of the gross sales which is competitive for off-site auctions. The fee from TLC includes advertising, transportation, labor and other related functions. Their performance and service have been very satisfactory. The advantages of using TLC are that they take the majority of our surplus property which is rare among auctioneers and they are licensed e-waste collectors. The contract is good through June 30, 2018.

Following the auction, District staff shall discard any remaining surplus property. This is in accordance with Board Policy BP6550 and AR6550.

RECOMMENDATION

It is recommended that the Board of Trustees declare the attached list of equipment as surplus property and to utilize The Liquidation Company to conduct an auction as presented.

Fiscal Impact:	Revenue to be Determined	Board Date: March 26, 2018
Prepared by:	Linda Melendez, Interim Director of Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor	

Rancho Santiago Community College District

Surplus Inventory at March 12, 2018

TAG	TYPE	DESCRIPTION	SERIAL NO	USERS	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
12162	EQ	SCALE, POSTAGE, PITNEY BOWES	0009026-1	5WARE	0000	SW	SW	05/01/89	01/30/18	\$4,153.00
27623	EQ	CAMERA,KODAK DIGITAL MODEL	EKH90902735	5WARE	2061	SW	SW	05/20/99	02/05/18	\$1,077.39
301042	EQ	SONY VIDEO PROJECTOR	2001024	5WARE	0000	SW	SW	06/01/96	02/05/18	\$4,526.00
302779	EQ	WELDER, LINCOLN 250 AC/DC	C1951000396	5WARE	0000	SW	SW	03/01/96	01/17/18	\$1,147.00
302780	EQ	WELDER, LINCOLN 250 AC/DC	C1950700562	5WARE	0000	SW	SW	03/01/96	11/20/17	\$1,147.00
302980	EQ	WELDER, LINCOLN AC/DC	C1950500640	5WARE	0000	SW	SW	06/01/95	01/17/18	\$1,132.00
302982	EQ	WELDER, LINCOLN AC/DC	C1950500622	5WARE	0000	SW	SW	06/01/95	01/17/18	\$1,132.00
303967	EQ	AIRWAY MANAGEMENT TRAINER	19550	5WARE	0000	SW		03/01/96	02/02/18	\$1,287.00
304227	EQ	CONCRETE SURFACE GRINDER W/HEAD	90J58027-14	5WARE	0000	SW	SW	11/01/90	01/08/18	\$2,612.00
307162	EQ	WELDER, K1292CV,225 AMPS	A1089868	5WARE	0000	SW	SW	03/01/88	02/05/18	\$1,844.00
307363	TE	PLOTTER, HP	ESA-5909300	5WARE	0000	SW		12/01/95	11/07/17	\$7,169.00
308875	TE	LASERJET 4050N 17PPM 16MB	USQU000122	5WARE	0000	SW	SW	06/02/00	01/18/18	\$1,474.20
309574	EQ	AIRWAY MANAGEMENT TRAINER	19686	5WARE	0000	SW		03/01/96	02/02/18	\$1,287.00
309575	EQ	AIRWAY MANAGEMENT TRAINER	19741	5WARE	0000	SW		03/01/96	02/02/18	\$1,287.00
310426	EQ	WELDER,STICK, IDEALARC 250AC	C1000800328	5WARE	2370	SW	SW	10/26/00	01/16/18	\$1,090.43
310427	EQ	WELDER,STICK, IDEALARC 250AC	C1000800665	5WARE	2370	SW	SW	10/26/00	01/16/18	\$1,090.43
311214	TE	PRINTER, HP 2100TN BLACK AND	SUSGR112592	5WARE	0000	SW	SW	12/19/00	01/18/18	\$1,039.57
313903	TE	PRINTER, HP 4500N	JPPKH33858	5WARE	0000	SW	SW	03/13/02	01/18/18	\$2,291.83
314266	EQ	BOOM LIFT, GENIE	80674655	5WARE	7880	SW	SW	06/14/02	01/08/18	\$20,203.13
315078	TE	COMPUTER,	GQDJP41	5WARE	2370	SW	SW	04/19/04	02/22/18	\$1,147.99
315082	TE	COMPUTER,	1TDJP41	5WARE	2370	SW	SW	04/19/04	02/22/18	\$1,147.99
315083	TE	COMPUTER,	6TDJP41	5WARE	2370	SW	SW	04/19/04	02/22/18	\$1,147.99
315099	TE	COMPUTER,	JNDJP41	5WARE	2370	SW	SW	04/19/04	02/22/18	\$1,147.99
315106	TE	COMPUTER,	9RDJP41	5WARE	2370	SW	SW	04/19/04	02/22/18	\$1,147.99
315113	TE	COMPUTER,	4WDJP41	5WARE	2370	SW	SW	04/19/04	02/22/18	\$1,147.99
315121	TE	COMPUTER,	H1DJP41	5WARE	2370	SW	SW	04/19/04	02/22/18	\$1,147.99
315122	TE	COMPUTER,	GYDJP41	5WARE	2370	SW	SW	04/19/04	02/22/18	\$1,147.99
315258	TE	LAPTOP, MADELINE NGUYEN	JVD7Y41	5WARE	2090	SW		06/02/04	12/13/17	\$2,233.63
315334	TE	LAPTOP, YOLANDA MUGICA	2CYM251	5WARE	2090	SW		06/02/04	12/13/17	\$2,233.63
315337	TE	LAPTOP, RAMOS	DDYM251	5WARE	2090	SW		06/02/04	12/13/17	\$2,233.63
315505	EQ	Scantron Vending Traded in		5WARE	0000	SW	SW	02/18/04	12/12/17	\$4,685.81
315506	EQ	Scantron Vending Traded in		5WARE	0000	SW	SW	02/18/04	12/12/17	\$4,685.82
315747	EQ	PROJECTOR, VIDEO, CART MOUNTED	AJQN43800522	5WARE	3012	SW		12/06/04	11/17/17	\$2,087.59
315750	EQ	PROJECTOR,	AJQN43800378	5WARE	3012	SW		12/06/04	11/17/17	\$2,087.59
315753	EQ	PROJECTOR,	AJQN43800520	5WARE	3012	SW		12/06/04	11/17/17	\$2,087.59
315757	EQ	PROJECTOR,	AJQN43800492	5WARE	3012	SW		12/06/04	11/17/17	\$2,087.59
315761	EQ	PROJECTOR,	AJQN43800457	5WARE	3012	SW		12/06/04	11/17/17	\$2,087.59
315764	EQ	PROJECTOR,	AJQN43800500	5WARE	3012	SW		12/06/04	11/17/17	\$2,087.59

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TAG	TYPE	DESCRIPTION	SERIAL NO	USERS	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
315766	EQ	PROJECTOR,	AJQN43800390	5WARE	3012	SW		12/06/04	11/17/17	\$2,087.59
315767	EQ	PROJECTOR,	AJQN43800487	5WARE	3012	SW		12/06/04	11/17/17	\$2,087.59
315768	EQ	PROJECTOR,	AJQN43800548	5WARE	3012	SW		12/06/04	11/17/17	\$2,087.59
315771	EQ	PROJECTOR,	AJQN43800464	5WARE	3012	SW		12/06/04	11/17/17	\$2,087.59
315772	EQ	PROJECTOR,	AJQN43800452	5WARE	3012	SW		12/06/04	11/17/17	\$2,087.59
316243	TE	PRINTER, 4200N	USGNM46868	5WARE	2370	SW		01/04/05	11/17/17	\$1,419.67
316304	EQ	WORKSTATION,		5WARE	3012	SW	SW	01/28/05	02/20/18	\$2,407.15
316319	EQ	WORKSTATION,		5WARE	3012	SW	SW	12/23/04	02/20/18	\$2,978.34
316410	TE	Laptop,	1GQMR61	5WARE	0000	SW	SW	02/08/05	03/09/18	\$4,951.87
316529	EQ	WORKSTATION, PLEION		5WARE	3140	SW		03/28/05	11/07/17	\$3,342.13
316740	EQ	CAR CLUB	577419	5WARE	3580	SW	SW	06/30/05	11/14/17	\$6,285.80
316741	EQ	CAR CLUB	577418	5WARE	3580	SW	SW	06/30/05	11/14/17	\$6,285.80
316768	EQ	GOLF CART, CLUB CAR	PG0549-57422	5WARE	3580	SW	SW	06/29/05	11/14/17	\$10,346.43
316921	EQ	CAMERA, DIGITAL	3232391	5WARE	0000	SW	SW	09/22/05	01/03/18	\$1,853.21
317001	EQ	MARQUE, INDOOR	DY0006588	5WARE	2370	SW		01/25/06	02/01/18	\$1,867.31
317037	EQ	WELDER,	U1051015684	5WARE	2370	SW	SW	03/20/06	01/17/18	\$1,384.58
317038	EQ	WELDER,	U1051208334	5WARE	2370	SW	SW	03/20/06	01/17/18	\$1,384.58
317229	TE	PRINTER,	WHH361886G	5WARE	2711	SW	SW	05/22/06	01/09/18	\$1,397.52
317659	TE	COMPUTER,	JOOP7B1	5WARE	2412	SW	SW	07/03/06	01/18/18	\$1,268.97
318007	TE	COMPUTER,	8ZK9MB1	5WARE	2370	SW	SW	08/17/06	01/18/18	\$1,148.15
318139	TE	COMPUTER, LAPTOP	88BLDC1	5WARE	2711	SW	SW	01/24/07	01/18/18	\$1,545.67
318271	TE	PRINTER,	54300457LYD	5WARE	0000	SW		09/26/06	02/08/18	\$2,466.62
318304	TE	COMPUTER,	4Z7GYB1	5WARE	0000	SW	SW	10/13/06	01/16/18	\$1,320.61
318319	TE	COMPUTER, DELL	GXBMYP1	5WARE	2370	SW	SW	10/16/06	01/17/18	\$1,440.36
318335	EQ	TV, SONY LCD 32	8071487-L	5WARE	2210	SW	SW	10/25/06	02/05/18	\$1,700.31
318688	TE	LAPTOP COMPUTER, STUDENT USE	51QX3D1	5WARE	2370	SW	SW	06/26/07	01/04/18	\$1,515.58
318690	TE	COMPUTER, DELL	8RORKC1	5WARE	2190	SW	SW	02/20/07	01/17/18	\$1,594.34
318691	TE	COMPUTER, DELL		5WARE	2190	SW	SW	02/20/07	01/17/18	\$1,594.34
318697	TE	COMPUTER, DELL		5WARE	2190	SW	SW	02/20/07	01/17/18	\$1,594.34
318712	TE	COPIER,	AYX988069	5WARE	2415	SW		03/03/07	12/12/17	\$9,299.91
318867	EQ	CARPET EXTRACTOR,	7012003	5WARE	0000	SW	SW	03/28/07	01/08/18	\$3,349.95
318991	TE	COMPUTER, DELL	9V9CWC1	5WARE	2370	SW	SW	05/01/07	02/05/18	\$1,408.85
319086	TE	SCANNER,	US681A6001	5WARE	2490	SW		05/16/07	11/17/17	\$1,616.19
319087	TE	SCANNER,	US681A6194	5WARE	2490	SW		05/16/07	11/17/17	\$1,616.19
319163	TE	COMPUTER,	C6ZVZC1	5WARE	2417	SW	SW	05/29/07	01/17/18	\$1,615.63
319193	EQ	WELDER,		5WARE	2190	SW	SW	06/05/07	11/20/17	\$1,514.96
319194	EQ	WELDER,		5WARE	2190	SW	SW	06/05/07	01/16/18	\$1,514.96
319536	TE	COMPUTER, DELL	B5V93D1	5WARE	2190	SW	SW	06/28/07	02/05/18	\$1,201.17
319543	TE	COMPUTER, DELL	33V93D1	5WARE	2190	SW	SW	06/28/07	01/04/18	\$1,201.17

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TAG	TYPE	DESCRIPTION	SERIAL NO	USERS	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
319612	TE	COMPUTER, DELL	CGQ95D1	5WARE	2190	SW	SW	06/21/07	01/17/18	\$1,161.54
319622	TE	Computer, Dell	68C37D1	5WARE	0000	SW	SW	07/17/07	02/05/18	\$1,335.02
319870	EQ	Cart, Compact Cleaning		5WARE	0000	SW	SW	10/15/07	01/08/18	\$1,093.92
319871	EQ	Cart, Compact Cleaning		5WARE	0000	SW	SW	10/15/07	01/08/18	\$1,093.92
319921	TE	Catalyst, 3750 12 SFP	0950N090	5WARE	0000	SW	SW	10/24/07	02/05/18	\$7,537.86
320053	TE	COMPUTERS, DELL STANDARD	HM70LF1	5WARE	2002	SW	SW	02/08/08	01/18/18	\$1,026.17
320281	TE	PRINTER, HP 5200TN	SCNDXB02051	5WARE	2411	SW		04/23/08	12/11/17	\$2,287.51
320699	TE	CATALYST, CISCO 3560,	FD01222Z3CQ	5WARE	0000	SW	SW	06/30/08	02/05/18	\$2,207.51
320716	TE	CATALYST, CISCO 3560,	FD01222X1H9	5WARE	0000	SW	SW	06/30/08	02/05/18	\$2,207.51
321008	TE	CATALYST 3560 48 10/100	FD01230Y229	5WARE	3009	SW	SW	08/19/08	02/05/18	\$3,779.12
321122	TE	COMPUTERS, DELL OPTIPLEX	6TTSRL1	5WARE	0000	SW	SW	05/19/10	02/05/18	\$1,089.35
321192	TE	COMPUTERS, DELL, OPTIPLEX	HFNVRL1	5WARE	0000	SW	SW	05/25/10	01/17/18	\$1,191.54
321350	EQ	Que Ticket Printer		5WARE	2550	SW		02/16/11	02/22/18	\$5,554.09
321358	TE	Computer, Dell, Optiflex	2136NM1	5WARE	2437	SW	SW	08/17/10	02/05/18	\$1,081.09
321438	TE	COMPUTER,	9KH2PM1	5WARE	0000	SW	SW	09/09/10	03/09/18	\$1,135.84
322534	TE	Computer - Dell Optiplex	9JK9TR1	5WARE	2550	SW	SW	11/01/11	01/17/18	\$1,149.51
322542	TE	Computer - Dell Optiplex	9JM8TR1	5WARE	2550	SW	SW	11/01/11	01/17/18	\$1,149.51
322545	TE	Computer - Dell Optiplex	9JL9TR1	5WARE	2550	SW	SW	11/01/11	01/17/18	\$1,149.51
322627	TE	Wireless Access Points,	AY0005794	5WARE	0000	SW		02/01/12	11/16/17	\$1,496.17
322654	TE	Laptop - 14", 4.0GB	D7NQ4S1	5WARE	0000	SW	SW	02/16/12	01/08/18	\$1,369.14
322655	TE	Laptop - 14", 4.0GB Phil Yarbrough	D7NR5S1	5WARE	0000	SW	SW	02/16/12	01/08/18	\$1,369.14
322696	TE	Desktop Computer	8MV8MS1	5WARE	2061	SW	SW	04/04/12	01/17/18	\$1,386.06
322740	TE	Computer, Desktop, Dell	4WVFP1	5WARE	1838	SW	SW	05/21/12	01/17/18	\$1,074.12
322779	TE	Network Switch Configuration 1	SFDO1606Y1LM	5WARE	0000	SW	SW	06/19/12	02/05/18	\$4,380.15
323049	TE	COMPUTER, APPLE ZOFF IMAC	QP9060SBZE7	5WARE	2371	SW	SW	02/17/09	01/17/18	\$1,959.97
323072	TE	TRIPPLITE 5000VA 3U	9738ALCSM628700027	5WARE	0000	SW	SW	03/26/09	02/05/18	\$2,596.51
323323	EQ	Infusion Pump	13914198	5WARE	2194	SW	SW	05/01/09	02/05/18	\$3,672.27
323353	TE	COMPUTERS, DELL OPTIPLEX	D3WG8K1	5WARE	2002	SW	SW	06/15/09	01/17/18	\$1,093.27
323459	TE	CATALYST 3560 48 10/100	FD01332Y0H1	5WARE	0000	SW	SW	10/08/09	02/05/18	\$4,167.35
323462	TE	CATALYST 3560 48 10/100	FD01332Y07K	5WARE	0000	SW	SW	10/08/09	02/05/18	\$4,167.37
323641	TE	COMPUTER, DELL,	DV50PL1	5WARE	3026	SW	SW	03/11/10	02/05/18	\$1,034.42
323664	TE	COMPUTER, DELL,	DTSZNL1	5WARE	3026	SW	SW	03/08/10	02/05/18	\$1,034.42
323827	TE	COMPUTER,	6TFZNL1	5WARE	3026	SW	SW	03/18/10	01/18/18	\$1,018.45
324090	EQ	Refrigeration Freezer		5WARE	0000	SW		02/01/13	11/17/17	\$2,490.58
324110	TE	Imac	D25K22W6DNML	5WARE	7845	SW	SW	01/18/13	01/17/18	\$1,352.92
324135	TE	Computer, Desktop Apple	D25K4358DNML	5WARE	1845	SW		02/05/13	01/17/18	\$1,481.76
324144	TE	Computer, Desktop Apple	D25K42H7DNML	5WARE	1845	SW	SW	02/05/13	01/17/18	\$1,481.76
324219	TE	Compellent Storage System 2	3H2RQV1	5WARE	0000	SW	SW	04/15/13	02/05/18	\$16,984.24
324263	TE	Computer, Desktop, Dell	DW22TW1	5WARE	2994	SW	SW	04/04/13	01/04/18	\$1,151.69

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TAG	TYPE	DESCRIPTION	SERIAL NO	USERS	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
324359	TE	Storage System, Dell Compellent		5WARE	0000	SW	SW	05/01/13	02/05/18	\$20,771.92
325198	TE	Computer, Laptop, Dell	4JRMRY1	5WARE	0000	SW	SW	09/18/13	01/08/18	\$1,161.35
325572	TE	Computer, Desktop, Dell	5RCBK02	5WARE	2299	SW	SW	04/18/14	03/09/18	\$1,270.36
325576	TE	Computer, Desktop, Dell	SRDBK02	5WARE	2299	SW	SW	04/18/14	03/09/18	\$1,383.71
326160	TE	Computer, Desktop, Dell	C5FLX12	5WARE	0000	SW	SW	08/20/14	03/09/18	\$1,233.29
326230	EQ	Vending Machine Traded in	1324777	5WARE	0000	SW	SW	08/05/13	12/12/17	\$7,862.94
326283	TE	Computer, Desktop, Dell	BV5RM22	5WARE	0000	SW	SW	10/22/14	03/09/18	\$1,335.35
326284	TE	Computer, Desktop, Dell	BVPM22	5WARE	0000	SW	SW	10/22/14	03/09/18	\$1,335.35
326286	TE	Computer, Desktop, Dell	BV4PM22	5WARE	0000	SW	SW	10/22/14	03/09/18	\$1,335.35
F30638	EQ	SIGNAL GENERATOR, HP, 8640	2012A13292	5WARE	1815	SW		03/01/99	02/22/18	\$2,190.00
F30814	EQ	TRAINER, LAERDAL AIRWAY		5WARE	1810	SW		12/29/99	02/02/18	\$1,427.69
F30965	EQ	CAMERA,DIGITAL, KODAK DC695	EKTO1000412	5WARE	1803	SW	SW	06/21/00	02/05/18	\$739.19
F31654	EQ	PROJECTORS EPSON POWERLITE	CEJO1X1923K	5WARE	1814	SW		02/22/02	11/17/17	\$1,894.25
F32244	TE	ROUTER	FHK065X1JX	5WARE	1830	SW	SW	02/05/03	01/17/18	\$2,942.20
F33269	EQ	TV/DVD/VCR COMBO,	94782048	5WARE	1570	SW		05/23/05	12/11/17	\$393.74
F33271	EQ	TV/DVD/VCR COMBO,	12954263	5WARE	1570	SW		05/23/05	12/11/17	\$393.74
F33410	TE	PRINTER, 4350DTN	USBXM01217	5WARE	1803	SW	SW	01/24/05	01/17/18	\$2,442.85
F33993	TE	COMPUTER, DELL	2GK9CC1	5WARE	1819	SW	SW	01/12/07	01/17/18	\$1,474.71
F34144	EQ	PROJECTOR, FACULTY USE	ATLV65000565	5WARE	1103	SW		05/22/07	11/17/17	\$800.95
F34290	TE	Computer	GG12FD1	5WARE	1713	SW	SW	08/06/07	01/17/18	\$1,332.25
F34396	TE	Monitor Dell	1R9S	5WARE	1803	SW	SW	12/19/07	01/17/18	\$638.33
F34424	EQ	PROJECTOR, INFOCUS IN34EP	AVGV738E0300	5WARE	1106	SW		02/25/08	11/17/17	\$965.44
F34427	TE	Laptops	4GGKLF1	5WARE	1106	SW		02/12/08	02/22/18	\$1,524.38
F34449	TE	Computer Laptop, Dell	H7MXXF1	5WARE	1823	SW		04/01/08	02/22/18	\$1,617.47
F34532	TE	COMPUTERS, DELL, OPTIPLEX	3J127G1	5WARE	1102	SW	SW	05/13/08	02/05/18	\$1,052.22
F34555	TE	COMPUTERS, DELL, OPTIPLEX	1G127G1	5WARE	1102	SW	SW	05/13/08	02/05/18	\$1,052.67
F34775	TE	Computer, Dell Xeon 3040	36LTKH1	5WARE	1829	SW	SW	10/22/08	02/05/18	\$2,348.20
F34846	TE	Computer, Dell OptiPlex	SGH1	5WARE	1803	SW	SW	10/22/08	01/17/18	\$938.93
F34892	TE	Dell	8XQTHH1	5WARE	1823	SW	SW	10/22/08	02/05/18	\$1,114.69
F34904	TE	Dell	5YQTHH1	5WARE	1823	SW	SW	10/22/08	01/18/18	\$1,114.69
F34940	TE	COMPUTERS, DELL OPTIPLEX	B5TZHN1	5WARE	1106	SW	SW	10/22/08	02/05/18	\$977.98
F35106	TE	Computer	BJWSKH1	5WARE	1830	SW	SW	11/07/08	01/17/18	\$891.93
F35217	TE	Computer, Dell Desk Top	DPKLMJ1	5WARE	1603	SW	SW	04/16/09	01/17/18	\$943.42
F35218	TE	Computer, Dell Desk Top	GPKLMJ1	5WARE	1603	SW	SW	04/16/09	01/17/18	\$943.42
F35219	TE	Computer, Dell Desk Top	FPKLMJ1	5WARE	1603	SW	SW	04/16/09	01/17/18	\$943.42
F35220	TE	Computer, Dell Desk Top	HPKLMJ1	5WARE	1603	SW	SW	04/16/09	01/17/18	\$943.42
F35221	TE	Computer, Dell Desk Top	JKPLMJ1	5WARE	1603	SW	SW	04/16/09	01/17/18	\$943.42
F35252	TE	Computers, Dell Optiplex	70PGPJ1	5WARE	1814	SW	SW	05/04/09	01/18/18	\$1,078.98
F35253	TE	Computers, Dell Optiplex	40PGPJ1	5WARE	1814	SW	SW	05/04/09	01/04/18	\$1,078.97

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TAG	TYPE	DESCRIPTION	SERIAL NO	USERS	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
F35353	EQ	Manikin, Resusci Anne		5WARE	1545	SW		07/21/09	02/02/18	\$901.53
F35386	EQ	Torso, Resusci Anne Basic		5WARE	1545	SW		08/31/09	02/02/18	\$471.68
F35388	EQ	Torso, Resusci Anne Basic		5WARE	1545	SW		08/31/09	02/02/18	\$471.68
F35390	EQ	Manikin, Resusci Junior		1NURS	1545	SW		08/19/09	02/02/18	\$608.41
F35391	EQ	Airway Trainer		5WARE	1545	SW		08/19/09	02/02/18	\$1,323.94
F35392	EQ	Airway Trainer		5WARE	1545	SW		08/19/09	02/02/18	\$1,323.94
F35393	EQ	Airway Trainer		5WARE	1545	SW		08/19/09	02/02/18	\$1,323.94
F35717	TE	OptiPlex 960 Minitower	J9CNL1	5WARE	1605	SW	SW	03/29/10	01/17/18	\$1,154.34
F35788	EQ	Generator, 5 MHz Function	40111057405115082	5WARE	1830	SW		05/19/10	02/08/18	\$370.24
F35940	TE	Laptop,	CGZD0M1	5WARE	1268	SW	SW	06/08/10	01/16/18	\$1,365.75
F36017	TE	Computer,	7809PM1	5WARE	1314	SW	SW	09/16/10	01/18/18	\$1,533.42
F36126	TE	Laptop, Dell,	G9B1WM1	5WARE	1270	SW	SW	10/11/10	01/18/18	\$1,341.74
F36127	TE	Laptop, Dell,	GD91WM1	5WARE	1270	SW	SW	10/11/10	01/16/18	\$1,341.74
F36151	TE	Computer,	26C2MN1	5WARE	1809	SW	SW	10/27/10	01/18/18	\$2,000.84
F36152	TE	Computer,	25Z1MN1	5WARE	1809	SW		10/27/10	01/18/18	\$2,000.84
F36153	TE	Computer,	2601MN1	5WARE	1809	SW	SW	10/27/10	01/18/18	\$2,000.48
F36154	TE	Computer,	2611MN1	5WARE	1809	SW	SW	10/27/10	01/18/18	\$2,000.84
F36155	TE	Computer,	2621MN1	5WARE	1809	SW	SW	10/27/10	01/18/18	\$2,000.84
F36156	TE	Computer,	26C1MN1	5WARE	1809	SW	SW	10/27/10	01/18/18	\$2,000.84
F36157	TE	Computer,	26F1MN1	5WARE	1809	SW	SW	10/27/10	01/18/18	\$2,000.84
F36158	TE	Computer,	26G1MN1	5WARE	1809	SW	SW	10/27/10	01/18/18	\$2,000.84
F36160	TE	Computer,	2602MN1	5WARE	1809	SW	SW	10/27/10	01/18/18	\$2,000.84
F36161	TE	Computer,	2612MN1	5WARE	1809	SW	SW	10/27/10	01/18/18	\$2,000.84
F36162	TE	Computer,	26F2MN1	5WARE	1809	SW	SW	10/27/10	01/18/18	\$2,000.84
F36164	TE	Computer,	26G0MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36165	TE	Computer,	2610MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36166	TE	Computer,	26C0MN1	5WARE	1809	SW	SW	10/28/10	01/17/18	\$2,000.84
F36167	TE	Computer,	26D0MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36168	TE	Computer,	26F0MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36169	TE	Computer,	2600MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36170	TE	Computer,	25Z0MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36171	TE	Computer,	2620MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36172	TE	Computer,	25YZMN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36173	TE	Computer,	25ZZMN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36176	TE	Computer,	2641MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36177	TE	Computer,	2631MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36178	TE	Computer,	2651MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36180	TE	Computer,	2640MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36181	TE	Computer,	2650MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84

4.13 (6)

Rancho Santiago Community College District

Surplus Inventory at March 12, 2018

TAG	TYPE	DESCRIPTION	SERIAL NO	USERS	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
F36182	TE	Computer,	2650MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36183	TE	Computer,	2622MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36184	TE	Computer,	2642MN1	5WARE	1809	SW	SW	10/28/10	01/18/18	\$2,000.84
F36185	TE	Computer,	2652MN1	5WARE	1809	SW		10/28/10	01/18/18	\$2,000.84
F36338	TE	COMPUTERS, OPTIPLEX 980	JMK39P1	5WARE	1823	SW	SW	01/26/11	02/05/18	\$1,478.27
F36346	TE	COMPUTERS, OPTIPLEX 980	JMJ39P1	5WARE	1823	SW	SW	01/26/11	02/05/18	\$1,478.27
F36351	TE	COMPUTERS, OPTIPLEX 980	JMK49P1	5WARE	1823	SW	SW	01/26/11	02/05/18	\$1,478.27
F36352	TE	COMPUTERS, OPTIPLEX 980	JMK29P1	5WARE	1823	SW	SW	01/26/11	02/05/18	\$1,478.27
F36356	TE	COMPUTERS, OPTIPLEX 980	JMK69P1	5WARE	1823	SW	SW	01/26/11	01/04/18	\$1,478.27
F36358	TE	COMPUTERS, OPTIPLEX 980	JMKG9P1	5WARE	1823	SW	SW	01/26/11	02/05/18	\$1,478.27
F36361	TE	COMPUTERS, OPTIPLEX 980	JML39P1	5WARE	1823	SW	SW	01/26/11	02/05/18	\$1,478.27
F36363	TE	COMPUTERS, OPTIPLEX 980	JMJ29P1	5WARE	1823	SW	SW	01/26/11	02/05/18	\$1,478.27
F36368	TE	COMPUTERS, OPTIPLEX 980	JMHW8P1	5WARE	1823	SW	SW	01/26/11	02/05/18	\$1,478.27
F36369	TE	COMPUTERS, OPTIPLEX 980	JMJ19P1	5WARE	1823	SW	SW	01/26/11	02/05/18	\$1,478.27
F36373	TE	COMPUTERS, OPTIPLEX 980	JMKD9P1	5WARE	1823	SW	SW	01/26/11	02/05/18	\$1,478.27
F36452	TE	Laptop,	5CGP2M1	5WARE	1267	SW	SW	02/24/11	01/18/18	\$1,335.02
F36453	TE	Laptop,	DYHP2M1	5WARE	1267	SW	SW	02/24/11	01/16/18	\$1,335.02
F36608	TE	COMPUTERS, DELL OPTIPLEX	HKN8DP1	5WARE	1106	SW	SW	04/04/11	02/05/18	\$1,241.99
F36609	TE	COMPUTERS, DELL OPTIPLEX	HKM9DP1	5WARE	1106	SW	SW	04/04/11	02/05/18	\$1,241.99
F36623	TE	COMPUTERS, DELL OPTIPLEX	HKP3DP1	5WARE	1106	SW	SW	04/04/11	02/05/18	\$1,241.99
F36624	TE	COMPUTERS, DELL OPTIPLEX	HKR4DP1	5WARE	1106	SW	SW	04/04/11	01/04/18	\$1,241.99
F36625	TE	COMPUTERS, DELL OPTIPLEX	HKN5DP1	5WARE	1106	SW	SW	04/04/11	02/05/18	\$1,241.99
F36649	EQ	Fetal Monitor,	1400656	5WARE	1546	SW	SW	04/14/11	02/05/18	\$3,248.31
F36716	EQ	Airway Trainer	06271251	5WARE	1546	SW		03/22/11	02/02/18	\$1,644.99
F36717	EQ	Airway Trainer	08020034	5WARE	1546	SW		03/22/11	02/02/18	\$1,644.99
F36718	EQ	Airway Trainer	06090061	5WARE	1546	SW		03/22/11	02/02/18	\$1,644.99
F36733	EQ	Resusci Junior	18001001	5WARE	1546	SW		03/22/11	02/02/18	\$773.90
F36782	TE	COMPUTERS, OPTIPLEX 980	D74YFQ1	5WARE	1106	SW	SW	05/17/11	02/05/18	\$1,061.58
F36798	TE	COMPUTERS, OPTIPLEX 980	D770GQ1	5WARE	1106	SW	SW	05/17/11	02/05/18	\$1,061.58
F37003	TE	Computer, OptiPlex 990	BB49TR1	5WARE	1804	SW	SW	10/27/11	02/05/18	\$970.76
F37004	TE	Computer, OptiPlex 990	BB49TR1	5WARE	1804	SW	SW	10/27/11	02/05/18	\$970.76
F37010	TE	Computer, OptiPlex 990	BBP6TR1	5WARE	1804	SW	SW	10/27/11	02/05/18	\$970.76
F37013	TE	Computer, OptiPlex 990	BBD8TR1	5WARE	1804	SW	SW	10/27/11	02/05/18	\$970.76
F37017	TE	Computer, OptiPlex 990	BBH8TR1	5WARE	1804	SW	SW	10/27/11	02/05/18	\$970.76
F37022	TE	Computer, OptiPlex 990	BBDBTR1	5WARE	1804	SW	SW	10/27/11	02/05/18	\$970.76
F37023	TE	Computer, OptiPlex 990	BB68TR1	5WARE	1804	SW	SW	10/27/11	02/05/18	\$970.76
F37027	TE	Computer, Dell 990	BBK6TR1	5WARE	1804	SW	SW	10/27/11	02/05/18	\$970.76
F37031	TE	Computer, OptiPlex 990	BBN7TR1	5WARE	1804	SW	SW	10/27/11	02/05/18	\$970.76
F37242	TE	LAPTOPS, DELL LATITUDE	4WXV6R1	5WARE	1267	SW	SW	02/15/12	01/16/18	\$1,377.61

4.13 (7)

Rancho Santiago Community College District

Surplus Inventory at March 12, 2018

TAG	TYPE	DESCRIPTION	SERIAL NO	USERS	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
F37243	TE	LAPTOPS, DELL LATITUDE	4GPC7R1	5WARE	1267	SW	SW	02/15/12	01/16/18	\$1,277.79
F37259	TE	Computer - iMac, 21.5	D25H50JADHJR	5WARE	1814	SW	SW	02/10/12	11/17/17	\$1,365.05
F37501	TE	Computer, Desktop, Dell	8SKPNS1	5WARE	1106	SW	SW	05/09/12	01/04/18	\$1,201.72
F37568	TE	Computer, Desktop, Dell	JD8NPS1	5WARE	1106	SW	SW	06/06/12	02/05/18	\$1,045.86
F37599	EQ	Chair, Virco Inc		5WARE	1603	SW	SW	06/04/12	12/02/17	\$236.65
F37742	TE	Computer, Desktop, Dell		5WARE	1847	SW	SW	08/09/12	01/04/18	\$1,132.50
F37747	TE	Computer, Desktop, Dell		5WARE	1847	SW	SW	08/09/12	01/04/18	\$1,132.50
F37771	TE	Computer, Desktop, Dell		5WARE	1847	SW	SW	08/09/12	01/04/18	\$1,132.50
F37773	TE	Computer, Desktop, Dell		5WARE	1847	SW	SW	08/09/12	01/04/18	\$1,132.50
F37778	TE	Computer, Desktop, Dell		5WARE	1847	SW	SW	08/09/12	01/04/18	\$1,132.50
F37786	TE	Computer, Desktop, Dell		5WARE	1847	SW	SW	08/09/12	01/04/18	\$1,132.50
F37792	TE	Computer, Desktop, Dell		5WARE	1847	SW	SW	08/09/12	01/04/18	\$1,132.50
F37796	TE	Computer, Desktop, Dell		5WARE	1847	SW	SW	08/09/12	01/04/18	\$1,132.50
F37807	TE	Computer, Desktop, Dell		5WARE	1847	SW	SW	08/09/12	01/04/18	\$1,132.50
F37861	EQ	Full Body Manikin	LMC5TG	5WARE	1546	SW		10/30/12	02/02/18	\$3,006.40
F38002	EQ	Infusion Pump,Hospira A+,	14016081	5WARE	1810	SW	SW	01/22/13	02/05/18	\$1,203.57
F38151	TE	Computer, Desktop,	256CSW1	5WARE	1102	SW	SW	03/08/13	01/17/18	\$523.92
F38153	TE	Computer, Desktop,	25GDSW1	5WARE	1102	SW	SW	03/08/13	01/17/18	\$523.92
F38755	TE	Document Camera/Projector	2104403	5WARE	1102	SW		06/30/14	11/17/17	\$1,289.52
F38806	TE	SW	2YW5M02	5WARE	1102			06/30/14	01/17/18	\$960.01
F38896	TE	Computer, Laptop, Dell	1Q39J12	5WARE	1716	SW	SW	08/27/14	01/04/18	\$1,435.61

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

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of Donation of Fire Engine from the City of Orange	
Action:	Request for Approval	

BACKGROUND

Fire agencies throughout Orange County occasionally donates surplus vehicles to the Santa Ana College Fire Academy as the surplus vehicles become available in their fleet. Board Policy 3208 requires that such donations be accepted by Board of Trustee action.

ANALYSIS

The City of Orange Fire Department has a fire engine for donation to the Santa Ana College Fire Academy for training purposes. The fire engine is a 1977 Seagraves Fire Engine, ID# 1F9EW28T4NCST2026 with 142,660 miles and has a fair market value that ranges between \$5,500 and \$8,000. The fire engine has been maintained extremely well, is in good condition and will be put to use in support of the day-to-day activities related to the delivery of fire training skills for students enrolled in the Santa Ana College Fire Academy.

RECOMMENDATION

It is recommended that the Board of Trustees approve the acceptance of the donation of a 1997 Seagraves Fire Engine from the City of Orange as presented.

Fiscal Impact:	None	Board Date: March 26, 2018
Prepared by:	Linda Melendez, Interim Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



ORANGE CITY FIRE DEPARTMENT

FIRE DEPARTMENT • WWW.CITYOFORANGE.ORG • PHONE: (714) 288-2500 • FAX: (714) 744-6035

Gary Dominguez
Director of Fire Instruction
Santa Ana College
1530 W. 17th St. A-113
Santa Ana, CA 92706-3398

Dear Mr. Dominguez,

The Orange City Fire Department, as we have done in the past, would like to donate a surplus fire engine to the Santa Ana Basic Fire Academy. I understand that the vehicle would actually be donated to the Rancho Santiago Community College District and the purpose of this correspondence is to formalize that intent.

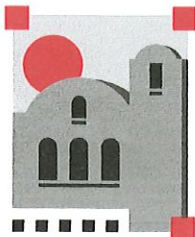
The identifying vehicle information is as follows:

- 1997 Seagraves Fire Engine
- Miles 142,660.00
- ID# 1F9EW28T4NCST2026
- Fair Market value ranges between \$5,500-\$8,000

Please let me know you need anything from me.

Regards,

Robert Stefano
Deputy Chief of Operations
Orange City Fire Department
Office (714) 288-2504
Cell (949) 533-2049
Fax (714) 744-6035
Rstefano@cityoforange.org



SANTA ANA COLLEGE

1530 West 17th St. • Santa Ana, CA • 92706-3398 • (714) 564-6000 • www.sac.edu

Digital Media Center

1300 S. Bristol St.
Santa Ana, CA 92704-3424
(714) 241-5812

Centennial Education Center

2900 W. Edinger Ave.
Santa Ana, CA 92704-3902
(714) 241-5700

Basic Fire Academy

18301 Gothard St.
Huntington Beach, CA 92648
(714) 841-9645

**CJTC-Orange County Sheriff's
Regional Training Academy**

15991 Armstrong Ave.
Tustin, CA 92782
(714) 566-9200

Gary Dominguez
Director of Fire Instruction
1530 W. 17th St. A-113
Santa Ana, CA 72706-3398

March 12, 2018

Linda Melendez
Interim Director Purchasing Services
2323 N. Broadway
Santa Ana, CA 92706-7300


RE: Intent to Accept Donation

Dear Ms. Melendez,

The Orange Fire Department has formally indicated their intent to donate a fire engine to be used in our Santa Ana College Fire Academy. This fire engine has been maintained extremely well, is in good condition and will be put into use in support of the day-to-day activities related to the delivery of fire training skills for students enrolled in the Santa Ana College Fire Academy.

It is my intent as Director of Fire Instruction, with your approval, to accept this donation from the Orange Fire Department.

Sincerely,


Gary Dominguez
Director of Fire Instruction
Santa Ana College
Office (714) 564 – 6406
Dominguez_Gary@sac.edu

PRESIDENT: Linda D. Rose, Ed.D.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:

Claudia C. Alvarez • Arianna P. Barrios • John R. Hanna • Zeke Hernandez • Lawrence "Larry" R. Labrado • Nelida Mendoza • Phillip E. Yarbrough

CHANCELLOR: Raúl Rodríguez, Ph.D.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: March 26, 2018

INDEPENDENT CONTRACTORS

Susan M. Coleman/Education 4 Work

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Attachment C - Biography

Service: To perform services in relation to the OCCareerCafe project including management and implementation of project, working with counselors and deans from Orange County colleges, complete grant reporting requirements, research new content and guide revisions, and manage grant funding

Date(s) of Service: March 27, 2018 through
December 31, 2018

Fee: \$45,000

Requested by: Sarah Santoyo

Funded by: Resource Development
12-2225-684000-53345-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 27th of March, 2017 by and between Susan M. Coleman/Education 4 Work herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

TO PERFORM SERVICES IN RELATION TO THE OC CAREER CAFÉ PROJECT INCLUDING MANAGEMENT AND IMPLEMENTATION OF PROJECT, WORKING WITH COUNSELORS AND DEANS FROM ORANGE COUNTY COLLEGES, COMPLETE GRANT REPORTING REQUIREMENTS, RESEARCH NEW CONTENT AND GUIDE REVISIONS, AND MANAGE GRANT FUNDING PER SUBMITTED SCOPE OF WORK.

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services not to exceed Forty Five Thousand Dollars & No Cents (\$45,000.00).

The contracted services are to commenced on or about March 27, 2018 and completed on or about, but not later than December 31, 2018.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

Attachment "A"

PO# 18-P

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Peter J. Hardash

Printed Name

Title

Vice Chancellor of Business
Operations/Fiscal Services

Title

Address

City/State

Date

Date

Susan M. Coleman

Scope of Work

Services to be provided:

- Management of the OCCareerCafe project
- Work with all OC Colleges to assess needs of CTE counselors and deans
- Work collaboratively with the Regional Consortium team to implement regional project
- Complete all grant reporting requirements
- Provide leadership for the grant TEAM
- Research new content and guide revision of the website
- Provide leadership and design expertise for the graphic revision of the website
- Manage OCCareerCafe TEAM
- Manage grant funding

Scope of Work with Budget

Consultant Name: Education 4 Work

Scope of Work	Budget
Management of the OCCareerCafe project	\$ 22,500.00
Work with all OC Colleges to assess needs of CTE counselors and deans	\$ 3,000.00
Work collaboratively with the Regional Consortium team to implement regional project	\$ 5,000.00
Complete all grant reporting requirements	\$ 1,500.00
Provide leadership for the grant TEAM	\$ 2,000.00
Research new content and guide revision of the website	\$ 5,000.00
Provide leadership and design expertise for the graphic revision of the website	\$ 4,000.00
Manage OCCareerCafe TEAM Included above Manage grant funding	\$ 2,000.00
TOTAL SERVICE COST:	\$ 45,000.00

Susan M. Coleman

Susan M. Coleman has 37 years +experience as a faculty, administrator and grant coordinator for a variety of grant projects. Susan provided oversight for the management and implementation of the grant projects related to SB70, statewide advisory committees and Doing What Matters. She has been the leader for the development of the CaCareerCafe project since 2005. She has worked with the Regional Consortium development and management since the late 90’s and made numerous presentations on grant projects and activities

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: March 26, 2018

INDEPENDENT CONTRACTORS

Christine Friend/Roll It Out, Inc.

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Attachment C - Biography

Service: To provide administrative assistance to grant team including coordination of meetings, webinars and conferences in relation to the OCCareerCafe project. Will work with counselors from Orange County colleges, assessing student needs, reviewing and revising content, researching programs, and attending consortium meetings as needed.

Date(s) of Service: March 27, 2018 through December 31, 2018

Fee: \$20,000

Requested by: Sarah Santoyo

Funded by: Resource Development
12-2225-684000-53345-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 27th of March, 2017 by and between Christine Friend/Roll It Out, Inc herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

TO PROVIDE ADMINISTRATIVE ASSISTANCE TO GRANT TEAM INCLUDING COORDINATION OF MEETINGS, WEBINARS AND CONFERENCES IN RELATION TO THE OC CAREER CAFÉ PROJECT. WILL WORK WITH COUNSELORS FROM ORANGE COUNTY COLLEGES, ASSESSING STUDENT NEEDS, REVIEWING AND REVISING CONTENT, RESEARCHING PROGRAMS, AND ATTENDING CONSORTIUM MEETINGS AS NEEDED PER SUBMITTED SCOPE OF WORK.

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services not to exceed Twenty Thousand Dollars & No Cents (\$20,000.00).

The contracted services are to commenced on or about March 27, 2018 and completed on or about, but not later than December 31, 2018.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

Attachment "A"

PO# 18-P

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Peter J. Hardash

Printed Name

Title

Vice Chancellor of Business
Operations/Fiscal Services

Title

Address

City/State

Date

Date

Christine Friend

Scope of Work

Services to be provided:

- Administrative assistance to the grant TEAM
- Arrange meetings, webinars and conferences as required
- Research program, pathways and sector information
- Revise content as required
- Edit and organize content for website and presentations
- Work collaboratively with the website team

Scope of Work with Budget	
Consultant Name: Roll It Out, Inc.	
Scope of Work	Budget
Administrative assistance to the grant TEAM	\$ 10,000.00
Arrange meetings, webinars and conferences as required	\$ 1,000.00
Research program, pathways and sector information	\$ 5,000.00
Revise content as required	\$ 2,000.00
Edit and organize content for website and presentations	\$ 2,000.00
Work collaboratively with the website team	
TOTAL SERVICE COST:	\$ 20,000.00

Christine Friend

Christine Friend has over 20 years' experience as a seasoned senior-level administrative team member in varied industries such as education, non-profits, mergers and acquisitions, real estate and hospitality. Most recently, Christine worked with an inspiring grant team in the position of Project Specialist for the California Career Café (CCC); a virtual career center for California community college students. Among other administrative duties, Christine facilitated and hosted CCC webinars for the purpose of informing and training users on CCC website functions and career tools; she coordinated statewide counselor workshops, designed and implemented presentations and organized print material for CCC seminars. Christine is passionate about and greatly enjoys supporting important career development resources that lead community college students to meaningful learning experiences and successful lives and careers.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: March 26, 2018

INDEPENDENT CONTRACTORS

Rita Jones/RJ Coaching and Consulting

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Attachment C - Biography

Service: To provide website assistance, make presentations on the website project and develop story maps in relation to the OCCareerCafe project. Will work with counselors from Orange County colleges, assessing student needs, reviewing and revising content, researching programs, and attending consortium meetings as needed.

Date(s) of Service: March 27, 2018 through December 31, 2018

Fee: \$45,000

Requested by: Sarah Santoyo

Funded by: Resource Development
12-2225-684000-53345-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 27th of March, 2017 by and between Rita Jones/RJ Coaching herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

TO PROVIDE WEBSITE ASSISTANCE, MAKE PRESENTATIONS ON THE WEBSITE PROJECT AND DEVELOP STORY MAPS IN RELATION TO THE OC CAREER CAFÉ PROJECT. WILL WORK WITH COUNSELORS FROM ORANGE COUNTY COLLEGES, ASSESSING STUDENT NEEDS, REVIEWING AND REVISING CONTENT, RESEARCHING PROGRAMS, AND ATTENDING CONSORTIUM MEETINGS AS NEEDED PER SUBMITTED SCOPE OF WORK.

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services not to exceed Forty Five Thousand Dollars & No Cents (\$45,000.00).

The contracted services are to commenced on or about March 27, 2018 and completed on or about, but not later than December 31, 2018.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

Attachment "A"

PO# 18-P

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Peter J. Hardash

Printed Name

Title

Vice Chancellor of Business
Operations/Fiscal Services

Title

Address

City/State

Date

Date

Rita Jones

Scope of Work

Services to be provided:

- Work with counselors from OC colleges on OCcte counselor committee
- Assess student needs for OCCareerCafe
- Review and revise content on CACareerCafe
- Research CTE programs in OC colleges for the program matrix
- Work with TEAM on the graphic and content revision for the OCCareerCafe website
- Develop storymaps for all sectors and pathways
- Make presentation on the OCCareerCafe website project
- Work collaboratively with OcCareerCafe TEAM
- Attend consortium meetings as needed

Scope of Work with Budget	
Consultant Name: RJ Coaching	
Scope of Work	Budget
Work with counselors from OC colleges on OCcte counselor committee	\$ 2,000.00
Assess student needs for OCCareerCafe	\$ 3,000.00
Review and revise content on CACareerCafe	\$16,000.00
Research CTE programs in OC colleges for the program matrix	\$10,000.00
Work with TEAM on the graphic and content revision for the OCCareerCafe website	\$ 5,000.00
Develop storymaps for all sectors and pathways	\$ 3,000.00
Make presentation on the OCCareerCafe website project	\$ 2,000.00
Work collaboratively with OcCareerCafe TEAM	\$ 2,000.00
Attend consortium meetings as needed	\$ 2,000.00
TOTAL SERVICE COST:	\$45,000.00

Rita Jones

Rita Jones, Project Coordinator, has coordinated grant projects for the Coast Community College District for 12 years and Irvine Valley College for 6 years. Rita has a master's degree in education and counseling and has taught career planning and master student classes. Rita has worked collaboratively with high schools, community colleges and business and industry partners to implement education reform and Doing What Matters initiatives. She has organized annual workshops for counselors in Orange County and statewide to address comprehensive career development activities and resources. Rita has worked on the CaCareerCafe grant project TEAM as coordinator since 2005.

Purchase Order List

01/21/2018 thru 02/17/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-B0001356	1/25/2018	71	Student Activities	Other Operating Exp & Services	CSU FULLERTON AUXILIARY SVCS CORP	1,722.93
18-B0001357	2/6/2018 1	81	Auxiliary Services Office	Diversified Agency Fund Expens	4 IMPRINT	1,245.27
18-B0001358	2/8/2018 1	79	Auxiliary Services Office	Other Operating Exp & Services	OFFICE DEPOT BUSINESS SVCS	1,000.00
18-B0001359	2/8/2018 1	79	Auxiliary Services Office	Other Operating Exp & Services	DE LAGE LANDEN FINANCIAL SERVICES	2,350.00
18-B0001360	2/8/2018 1	79	Auxiliary Services Office	Other Operating Exp & Services	SCHICK RECORDS MGMT	650.00
18-B0001361	2/8/2018 1	79	Auxiliary Services Office	Other Operating Exp & Services	BOYD & ASSOCIATES	450.00
18-B0001365	2/14/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	SILVERADO STAGES, INC.	577.50
18-B0001366	2/13/2018	79	Admissions & Records	Equip-All Other >\$1,000<\$5,000	SUNTWIST, INC.	1,762.54
18-B0001367	2/13/2018	79	Admissions & Records	Equip-Tablet/Laptop>\$200<\$1000	VERSARE SOLUTIONS, LLC	1,083.97
18-B0001368	2/14/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	4 IMPRINT	644.17
18-B0001369	2/15/2018	71	Student Life & Leadership	Other Operating Exp & Services	ALBERTSON'S/SAFEWAY	150.00
18-P0050073	1/22/2018	13	Student Services Office	Conference Expenses	CISOA	470.00
18-P0050074	1/22/2018	12	Student Equity	Conference Expenses	AFRICAN AMERICAN MALE EDUC. NETWORK & DEV.	600.00
18-P0050075	1/22/2018	13	Maintenance	Contracted Repair Services	DELCO ELECTRIC ENTERPRISES INC	14,000.00
18-P0050076	1/22/2018	12	Student Equity	Conference Expenses	AFRICAN AMERICAN MALE EDUC. NETWORK & DEV.	600.00
18-P0050077	1/22/2018	12	Student Equity	Conference Expenses	AFRICAN AMERICAN MALE EDUC. NETWORK & DEV.	600.00
18-P0050078	1/22/2018	13	Maintenance	Contracted Services	D4 SOLUTIONS INC.	10,555.63
18-P0050079	1/22/2018	12	Financial Aid Office	Contracted Services	ECMC SOLUTIONS CORP	3,000.00
18-P0050080	1/22/2018	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	6,428.90
18-P0050081	1/22/2018	13	Maintenance	Contracted Services	ACTION DOOR CONTROLS INC	263.31
18-P0050082	1/22/2018	12	Human Svcs & Technology Office	Instructional Supplies	APPERSON	156.46
18-P0050083	1/22/2018	12	Chemistry	Instructional Supplies	DWK LIFE SCIENCES LLC	1,175.51
18-P0050084	1/22/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	COMMERCIAL AQUATIC SVCS	17,090.00
18-P0050085	1/22/2018	33	CDC Centennial Education Ctr	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	335.39
18-P0050086	1/22/2018	11	Maintenance	Repair & Replacement Parts	WALTERS WHOLESALE ELECTRIC CO	846.62
18-P0050087	1/22/2018	11	Information Tech Svcs Office	Conference Expenses	CISOA	900.00
18-P0050088	1/22/2018	11	Purchasing	Non-Instructional Supplies	APPLE COMPUTER INC	268.24
18-P0050089	1/22/2018	11	Digital Media Center	Contracted Repair Services	CONTROL AIR CONDITIONING CORP	2,332.21
18-P0050090	1/23/2018	33	EHS Administration	Contracted Services	WALSVICK JENNIFER EILEEN	21,000.00
18-P0050091	1/23/2018	12	Engineering	Contracted Services	THE ACME NETWORK	23,000.00
18-P0050092	1/23/2018	11	Public Affairs/Gov Rel Office	Software License and Fees	NASDAQ OMX CORP SOLUTIONS INC	2,376.00
18-P0050093	1/23/2018	12	Pharmacy Technology	Books, Mags & Subscrip-Non-Lib	AMAZON COM	505.17
18-P0050094	1/23/2018	11	Publications	Non-Instructional Supplies	CANON SOLUTIONS AMERICA, INC	6,060.94
18-P0050095	1/23/2018	12	Paralegal	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,117.08
18-P0050096	1/23/2018	12	Family & Consumer Studies	Equip-Fed Prgm > \$5,000	TUKATECH INC	7,542.50
18-P0050097	1/23/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	DE LA TORRE COMMERCIAL	1,494.62
18-P0050098	1/23/2018	12	Continuing Education Division	Lease Agreement - Facility	DELHI CENTER	665.00

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Purchase Order List

01/21/2018 thru 02/17/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0050099	1/23/2018	13	Maintenance	Contracted Repair Services	PREVENT LIFE SAFETY SVCS INC	13,895.00
18-P0050100	1/23/2018	11	Academic Affairs Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	209.76
18-P0050101	1/23/2018	11	District Wide Technology	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	8,258.82
18-P0050102	1/23/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	ETA CUISENAIRE	64.52
18-P0050103	1/23/2018	33	CDC Centennial Education Ctr	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	668.50
18-P0050104	1/24/2018	12	Special Services Office	Conference Expenses	CALIFORNIA COMMUNITY COLLEGES CALWORKS ASSOC	450.00
18-P0050105	1/24/2018	12	Special Services Office	Conference Expenses	KANHAIYA LLC	302.40
18-P0050106	1/24/2018	12	Special Services Office	Conference Expenses	WELLS FARGO BANK	924.59
18-P0050107	1/24/2018	12	Student Equity	Conference Expenses	AFRICAN AMERICAN MALE EDUC. NETWORK & DEV.	600.00
18-P0050108	1/24/2018	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	262.21
18-P0050109	1/24/2018	12	EOPS	Conference Expenses	WMK SACRAMENTO LLC	126.28
18-P0050110	1/24/2018	12	EOPS	Conference Expenses	WELLS FARGO BANK	377.96
18-P0050111	1/24/2018	12	Financial Aid Office	Non-Instructional Supplies	SCHICK RECORDS MGMT	56.57
18-P0050112	1/24/2018	12	Athletics	Instructional Supplies	LAURIE SALLINGER	815.64
18-P0050113	1/24/2018	12	Kinesiology - Physical Educ	Instructional Supplies	NAT'L SPORTS APPAREL LLC	553.75
18-P0050114	1/24/2018	12	Financial Aid Office	Food and Food Service Supplies	CARLS JR SPECIAL EVENTS DEPT	2,505.19
18-P0050115	1/24/2018	11	Facility Planning Office	Reproduction/Printing Expenses	IMAGE PRINTING SOLUTIONS	924.09
18-P0050116	1/24/2018	11	Admin Services Office	Other Licenses & Fees	WELLS FARGO BANK	28.70
18-P0050117	1/24/2018	13	Santiago Canyon College	Advertising	Q1 MEDIA INC	5,000.00
18-P0050118	1/24/2018	12	Chemistry	Instructional Supplies	VWR FUNDING INC	540.85
18-P0050119	1/24/2018	12	Pharmacy Technology	Instructional Supplies	HEALTH CARE LOGISTICS INC	2,786.00
18-P0050120	1/24/2018	12	Counseling	Food and Food Service Supplies	ALBERTSON'S/SAFEWAY	255.00
18-P0050121	1/24/2018	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	802.74
18-P0050122	1/24/2018	12	SAC Research	Conference Expenses	RP GROUP	1,000.00
18-P0050123	1/24/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	ACCO ENGINEERED SYSTEMS INC	820,406.00
18-P0050124	1/24/2018	11	Broadcast Journalism	Contracted Repair Services	WELLS FARGO BANK	344.00
18-P0050127	1/24/2018	12	Continuing Education Division	Lease Agreement - Facility	OC CHILDREN'S THERAPEUTIC ART CTR	1,401.75
18-P0050128	1/24/2018	12	Upward Bound	Software License and Fees	HEIBERG CONSULTING INC	300.00
18-P0050129	1/24/2018	11	Library Services	Maint Contract - Office Equip	BIBLIOTHECA LLC	5,111.82
18-P0050130	1/24/2018	12	Student Services Office	Software License and Fees	CARD INTEGRATORS INC	6,949.88
18-P0050131	1/24/2018	13	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	7,000.00
18-P0050132	1/24/2018	12	Biology	Instructional Supplies	MICROTECH SCIENTIFIC	628.40
18-P0050133	1/24/2018	12	Financial Aid Office	Maint Contract - Office Equip	FORMAX	2,498.00
18-P0050134	1/24/2018	61	Risk Management	Prop, Liab, Boiler & Machine	HUNTINGTON T BLOCK	850.00
18-P0050135	1/25/2018	12	Pathways to Teaching	Conference Expenses	WELLS FARGO BANK	1,914.31
18-P0050136	1/25/2018	12	Academic Affairs Office	Conference Expenses	WELLS FARGO BANK	638.91
18-P0050137	1/25/2018	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	CAMBRIDGE UNIV PRESS	813.09

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0050138	1/25/2018	41	Facility Planning Office	Site Improv - AE Fee	ARCHITECTURE 9 PLLLP	17,995.00
18-P0050139	1/25/2018	11	Business Division Office	Inst Dues & Memberships	AMERICAN ASSOC FOR PARALEGAL ED	500.00
18-P0050140	1/25/2018	12	Continuing Education Division	Lease Agreement - Facility	OUR LADY OF THE PILLAR CHURCH	661.50
18-P0050141	1/25/2018	12	Fire Academy	Instructional Agreements	DEPT OF FORESTRY & FIRE PROTECTION	5,944.00
18-P0050142	1/25/2018	12	Engineering	Transportation - Student	SILVERADO STAGES, INC.	561.75
18-P0050143	1/25/2018	12	Fire Academy	Instructional Agreements	DEPT OF FORESTRY & FIRE PROTECTION	3,936.00
18-P0050144	1/25/2018	13	Student Services Office	Equip-All Other >\$200 < \$1,000	KRUEGER INTERNATIONAL INC.	4,712.99
18-P0050145	1/25/2018	12	Ctr for Intl Trade Dev Office	Contracted Services	PISANI & ROLL LLP	2,000.00
18-P0050146	1/25/2018	11	Library Services	Software License and Fees	EX LIBRIS USA INC	900.00
18-P0050147	1/25/2018	12	Automotive Technology/Engine	Software License and Fees	ALLDATA LLC	1,050.56
18-P0050148	1/25/2018	12	Nursing	Instructional Supplies	DIAMEDICAL USA EQUIPMENT, LLC	8,262.15
18-P0050149	1/25/2018	12	Veterans Resource Center	Conference Expenses	WELLS FARGO BANK	267.96
* 18-P0050150	1/25/2018	11	Kinesiology - Physical Educ	Contracted Services	TOMARK SPORTS	995.00
* 18-P0050150	1/25/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	TOMARK SPORTS	2,521.35
PO Amt Total for *18-P0050150 :						3,516.35
18-P0050151	1/25/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	250.55
18-P0050152	1/25/2018	12	Student Equity	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	80.48
18-P0050153	1/26/2018	11	Fiscal Services Office	Conference Expenses	ACCCA	350.00
18-P0050154	1/26/2018	12	Orientation/Coord/Training	Other Exp Paid for Students	DON BOOKSTORE	444.41
18-P0050155	1/26/2018	11	Chancellor's Office	Non-Instructional Supplies	WELLS FARGO BANK	87.26
18-P0050156	1/26/2018	12	Small Business Dev Ctr Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	193.94
18-P0050157	1/26/2018	12	Pathways to Teaching	Conference Expenses	AACTE	3,400.00
18-P0050158	1/26/2018	62	Risk Management	Equip-All Other >\$200 < \$1,000	LOCTEK ERGONOMIC	536.60
18-P0050159	1/26/2018	11	Board of Trustees	Conference Expenses	OCSBA ORANGE CO SCHOOL BOARD ASSOC	35.00
18-P0050160	1/26/2018	13	Public Affairs/Gov Rel Office	Community/Public Relations	OC WEEKLY LP	300.00
18-P0050161	1/26/2018	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	967.68
18-P0050162	1/26/2018	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	NATIONAL RESTAURANT ASSOCIATION SOLUTIONS LLC	1,694.25
18-P0050163	1/26/2018	12	Biology	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	244.65
18-P0050164	1/26/2018	12	Ctr for Intl Trade Dev Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
18-P0050165	1/26/2018	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	2,801.50
18-P0050166	1/26/2018	11	Business Division Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	181.00
18-P0050167	1/26/2018	12	Family & Consumer Studies	Equip-Fed Prgm >\$1,000< \$5,000	TUKATECH INC	3,501.88
18-P0050168	1/26/2018	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	CANON SOLUTIONS AMERICA, INC	3,144.76
18-P0050169	1/26/2018	12	Student Development	Software License and Fees	HEIBERG CONSULTING INC	499.00
18-P0050170	1/26/2018	11	Fire Technology	Instructional Supplies	SEHI COMPUTER PRODUCTS	2,621.61

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Purchase Order List

01/21/2018 thru 02/17/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0050171	1/26/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	15,668.47
18-P0050172	1/29/2018	33	EHS Administration	Software License and Fees	MANAGEMENT INFORMATION TECH	2,912.64
18-P0050173	1/29/2018	33	EHS Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,000.00
18-P0050174	1/29/2018	12	Academic Affairs Office	Equip-w/Contr Svc > \$5,000	DIGITAL NETWORKS GROUP INC	11,037.48
18-P0050175	1/29/2018	11	President's Office	Inst Dues & Memberships	HISPANIC ASSOCIATION OF COLLEGES & UNIVERSITIES	9,775.00
18-P0050177	1/29/2018	12	Resource Development	Conference Expenses	WELLS FARGO BANK	322.96
18-P0050178	1/29/2018	12	Career Ed & Work Dev Office	Non-Instructional Supplies	DISPLAYS2GO	228.98
18-P0050179	1/29/2018	62	Risk Management	Equip-All Other >\$200 < \$1,000	LOCTEK ERGONOMIC	430.98
18-P0050180	1/29/2018	12	Biology	Instructional Supplies	SIGMA ALDRICH INC	210.01
18-P0050181	1/29/2018	13	Maintenance	Contracted Services	MOHAWK COMMERCIAL, INC.	4,387.84
18-P0050182	1/29/2018	11	Admissions & Records	Inst Dues & Memberships	CACCRAO CALIF ASSOC OF COMMUNITY	300.00
18-P0050183	1/29/2018	12	Geography	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	65.46
18-P0050184	1/29/2018	12	Corporate Training Institute	Contracted Services	EDUCATIONAL TESTING SVC	14,750.00
18-P0050185	1/29/2018	12	Continuing Education Division	Contracted Services	AFFORDABLE HOUSING SPECIALISTS GROUP LLC	305.00
18-P0050186	1/29/2018	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	500.00
18-P0050187	1/29/2018	12	Resource Development	Online Training Courses	COLUMBIA BOOKS INC	2,798.50
18-P0050188	1/29/2018	12	Resource Development	Contracted Services	BELTRAMO KAREN E	14,600.00
18-P0050189	1/30/2018	12	Student Equity	Contracted Services	MULDOON TRACI L	2,000.00
18-P0050190	1/30/2018	11	Safety & Security Office	Conference Expenses	MAXIENT LLC	825.00
18-P0050191	1/30/2018	12	Health & Wellness Center	Conference Expenses	HSACCC HEALTH SVCS ASSOC-	425.00
18-P0050192	1/30/2018	33	CDC Administration	Contracted Services	LEARNING GENIE INC	900.00
18-P0050193	1/30/2018	12	Veterans Resource Center	Conference Expenses	LILIANA OROPEZA	113.00
18-P0050194	1/30/2018	11	Public Affairs/Gov Rel Office	Contracted Services	JIMENEZ RICARDO	700.00
18-P0050195	1/30/2018	12	Pathways to Teaching	Contracted Services	ROBERTS TERRENCE J	3,700.00
18-P0050196	1/30/2018	12	Student Equity	Conference Expenses	AFRICAN AMERICAN MALE EDUC. NETWORK & DEV.	600.00
18-P0050197	1/30/2018	33	CDC Administration	Contracted Services	LOS ANGELES UNIVERSAL PRESCHOOL	2,250.00
18-P0050198	1/30/2018	13	Student Services Office	Conference Expenses	FRED PRYOR SEMINARS	99.00
18-P0050199	1/31/2018	11	Maintenance	Contracted Repair Services	ACCO ENGINEERED SYSTEMS INC	14,480.00
18-P0050200	1/31/2018	11	Maintenance	Contracted Repair Services	KNORR SYSTEMS INC	410.05
18-P0050201	1/31/2018	12	Pathways to Teaching	Conference Expenses	IHM SUBTENANT LLC	2,733.02
18-P0050202	1/31/2018	12	Veterans Resource Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
18-P0050203	1/31/2018	13	Maintenance	Contracted Services	ZARETSKY ENGINEERING SOLUTIONS	386.20
18-P0050204	1/31/2018	12	Academic Affairs Office	Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	5,189.24
18-P0050205	1/31/2018	11	Publications	Non-Instructional Supplies	KELLY PAPER	1,236.97
18-P0050206	1/31/2018	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	3,814.35
18-P0050207	1/31/2018	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	283.35
18-P0050208	1/31/2018	12	LA/OC Regional Consortia	Contracted Services	CONSTANT CONTACT	433.15

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0050209	1/31/2018	12	Financial Aid Office	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	216.58
18-P0050210	1/31/2018	12	Biology	Instructional Supplies	NEW ENGLAND BIOLABS INC	230.49
18-P0050211	1/31/2018	11	Academic Affairs Office	Equip-All Other >\$200 < \$1,000	VARIDESK LLC	2,058.03
18-P0050212	1/31/2018	12	Counseling	Non-Instructional Supplies	A STITCH ABOVE LLC	709.61
18-P0050213	1/31/2018	12	History	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,300.00
18-P0050214	1/31/2018	12	EOPS	Food and Food Service Supplies	SUPER ANTOJITO'S EXPRESS MEXICAN FOOD	246.75
18-P0050215	1/31/2018	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	2,812.14
18-P0050216	1/31/2018	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	192.00
18-P0050217	1/31/2018	12	Biology	Instructional Supplies	ADDGENE INC	150.00
18-P0050218	1/31/2018	12	Library Services	Library Books	AMAZON COM	14,000.00
18-P0050219	1/31/2018	12	Athletics	Instructional Supplies	D3 SPORTS INC.	415.51
18-P0050220	1/31/2018	12	Assessment	Non-Instructional Supplies	MARIA J. AGUILAR BELTRAN	252.07
18-P0050221	1/31/2018	12	Fine & Performing Arts Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	4,000.00
18-P0050222	1/31/2018	13	Public Affairs/Gov Rel Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
18-P0050223	1/31/2018	12	Geography	Instructional Supplies	AMAZON COM	147.08
18-P0050224	1/31/2018	11	CJ/Academies	Repair & Replacement Parts	CAMFIL USA INC	1,115.09
18-P0050225	1/31/2018	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	LESLIE K. KAY	63.34
18-P0050226	1/31/2018	12	Student Equity	Food and Food Service Supplies	JAY'S CATERING	501.21
18-P0050227	1/31/2018	12	Biology	Instructional Supplies	USA SCIENTIFIC INC	291.05
18-P0050228	1/31/2018	12	Student Equity	Food and Food Service Supplies	JAY'S CATERING	513.21
18-P0050229	2/1/2018	1	Student Equity	Books Paid for Students	DON BOOKSTORE	7,000.00
18-P0050230	2/1/2018	1	Academic Affairs Office	Conference Expenses	ONCOURSE LEARNING	3,625.00
18-P0050231	2/1/2018	1	Career Education Office	Conference Expenses	CCCAOE CALIF COM COLL ASSOC	990.00
18-P0050232	2/1/2018	1	Financial Aid Office	Conference Expenses	CASFAA	825.00
18-P0050234	2/1/2018	1	Counseling & Student Sup Ofc	Conference Expenses	MARILYN MARTINEZ-FLORES, PH.D.	75.00
18-P0050235	2/1/2018	1	Ctr for Intl Trade Dev Office	Conference Expenses	WOMEN IN WORLD TRADE	140.00
18-P0050236	2/1/2018	1	Career Education Office	Conference Expenses	CCCAOE CALIF COM COLL ASSOC	495.00
18-P0050237	2/1/2018	1	Chancellor's Office	Conference Expenses	WELLS FARGO BANK	275.00
18-P0050238	2/1/2018	1	EHS Administration	Conference Expenses	LEARNING GENIE INC	49.00
18-P0050239	2/1/2018	1	EHS Administration	Conference Expenses	FATHERS AND FAMILIES COALITION OF	658.00
18-P0050240	2/1/2018	1	Pathways to Teaching	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
18-P0050241	2/1/2018	1	Small Business Dev Ctr Office	Conference Expenses	ANNA C. GREINER	866.97
18-P0050242	2/2/2018	1	Library Services	Library Books	GREENHAVEN PUBLISHING LLC	410.21

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* 18-P0050243	2/2/2018	11	CJ/Academies	Maint/Oper Service Agreements	GREAT SCOTT TREE SERVICE INC	4,314.04
* 18-P0050243	2/2/2018	13	CJ/Academies	Maint/Oper Service Agreements	GREAT SCOTT TREE SERVICE INC	8,995.96
PO Amt Total for *18-P0050243 :						13,310.00
18-P0050244	2/2/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	BEN'S ASPHALT INC	780.00
18-P0050245	2/2/2018	41	Facility Planning Office	Buildings - Other Services	CUMMING CONSTRUCTION MGT INC	150,000.00
18-P0050246	2/2/2018	12	Library Services	Library Books - Periodicals	OXYGEN	24.97
18-P0050247	2/2/2018	12	Outreach	Transportation - Student	FIRST STUDENT, INC.	489.22
18-P0050248	2/2/2018	11	Maintenance	Non-Instructional Supplies	GREEN'S SECURITY CTR INC	200.00
18-P0050249	2/2/2018	12	Photography	Instructional Supplies	SAMY'S CAMERA	460.58
18-P0050250	2/2/2018	41	Facility Planning Office	Bldg Impr - Other Services	INSURANCE ARCHAEOLOGY GROUP LLC	2,100.00
18-P0050251	2/2/2018	11	Publications	Non-Instructional Supplies	CANON SOLUTIONS AMERICA, INC	2,693.75
18-P0050252	2/2/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	R.T. CONTRACTOR CORP.	11,500.00
18-P0050253	2/2/2018	11	Risk Management	Other Licenses & Fees	STATE BOARD OF EQUALIZATION	224.00
18-P0050254	2/2/2018	11	Maintenance & Operations	Contracted Repair Services	QUEZADA PRO LANDSCAPE INC	430.00
18-P0050255	2/2/2018	11	Fine & Performing Arts Office	Contracted Repair Services	WILLIAMS ROBERT	1,650.00
18-P0050256	2/2/2018	11	Maintenance	Contracted Repair Services	SADDLEBACK GOLF CARS	400.00
18-P0050257	2/2/2018	12	Fine & Performing Arts Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	10,000.00
18-P0050258	2/2/2018	11	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	14,000.00
18-P0050259	2/2/2018	11	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	3,000.00
18-P0050260	2/2/2018	11	Custodial	Non-Instructional Supplies	AMERICAN CHEMICAL & SANITARY	10,000.00
18-P0050261	2/2/2018	33	CDC Santa Ana College	Instructional Supplies	LAKESHORE LEARNING MATERIALS	5,300.00
18-P0050262	2/2/2018	11	Mailroom	Postage	POSTMASTER	225.00
18-P0050263	2/2/2018	13	Public Affairs/Gov Rel Office	Contracted Services	PREZIOSE VANESSA	3,000.00
18-P0050264	2/2/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	N1 CRITICAL TECHNOLOGIES, INC.	3,636.57
18-P0050265	2/2/2018	12	Business Division Office	Software License and Fees	NETOP	600.00
18-P0050266	2/2/2018	12	LA/OC Regional Consortia	Conference Expenses	ENRIQUE PEREZ	1,460.00
18-P0050267	2/2/2018	33	CDC Santa Ana College	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	1,019.18
18-P0050268	2/5/2018	33	CDC Administration	Contracted Services	ORANGE COUNTY DEPT OF ED	3,500.00
18-P0050269	2/5/2018	11	Media Systems	Contracted Repair Services	ORANGE COUNTY INDUSTRIAL YSEWING MACHINE CO	75.00
18-P0050270	2/5/2018	12	Distance Education	Software License and Fees	WELLS FARGO BANK	360.00
18-P0050271	2/5/2018	12	Geography	Instructional Supplies	HOME DEPOT	17.13
18-P0050272	2/5/2018	12	Fine & Performing Arts Office	Instructional Supplies	WOODWIND & BRASSWIND	345.29
18-P0050273	2/5/2018	12	Automotive Technology/Engine	Instructional Supplies	ARTHUR M. YOSHIHARA	37.66
18-P0050274	2/5/2018	11	Information Tech Svcs Office	Conference Expenses	RENAISSANCE	689.54
18-P0050275	2/5/2018	11	Information Tech Svcs Office	Conference Expenses	EDUCAUSE	1,267.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0050276	2/5/2018	12	LA/OC Regional Consortia	Conference Expenses	CCCAOE CALIF COM COLL ASSOC	645.00
18-P0050277	2/5/2018	12	Student Equity	Non-Instructional Supplies	AMAZON COM	231.74
18-P0050278	2/5/2018	12	LA/OC Regional Consortia	Conference Expenses	GUSTAVO CHAMORRO	475.96
18-P0050279	2/5/2018	12	LA/OC Regional Consortia	Conference Expenses	CCCAOE CALIF COM COLL ASSOC	645.00
18-P0050280	2/5/2018	11	Public Affairs/Gov Rel Office	Conference Expenses	ACCCA	625.00
18-P0050281	2/5/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	WEST COAST FIRE & INTEGRATION INC	995.00
18-P0050282	2/5/2018	12	LA/OC Regional Consortia	Conference Expenses	CCCAOE CALIF COM COLL ASSOC	645.00
18-P0050283	2/5/2018	12	LA/OC Regional Consortia	Conference Expenses	HYATT CORPORATION LLC	479.30
18-P0050284	2/6/2018	12	Athletics	Instructional Supplies	BRET PENNER	346.13
18-P0050285	2/6/2018	11	District Wide Technology	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	531.14
18-P0050287	2/6/2018	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	2,376.35
18-P0050288	2/6/2018	12	Student Equity	Contracted Services	TOWNE ST THEATRE	3,045.00
18-P0050289	2/6/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	SOL SOURCE, INC.	7,540.04
18-P0050290	2/6/2018	11	Continuing Education Division	Repair & Replacement Parts	AMAZON COM	239.17
18-P0050291	2/6/2018	33	CDC Administration	Equip-All Other >\$200 < \$1,000	LAKESHORE LEARNING MATERIALS	895.19
18-P0050292	2/6/2018	11	Safety & Security Office	Non-Instructional Supplies	BOSS INDUSTRIES INC	1,662.00
18-P0050293	2/6/2018	33	CDC Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,870.00
18-P0050294	2/6/2018	12	SAC Continuing Ed-Instruction	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	208.00
18-P0050295	2/6/2018	11	Publications	Non-Instructional Supplies	INFORMATION MANAGEMENT DBA: MYBINDING.COM	377.01
18-P0050296	2/6/2018	11	Human Resources Office	Contracted Services	EASTMOND THOMAS STEPHEN	10,000.00
18-P0050297	2/6/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	3,025.97
18-P0050298	2/6/2018	11	Fire Academy	Instructional Agrmt - Salary	STATE OF CALIFORNIA, DEPT OF PARKS & RECREATION	50,610.94
18-P0050299	2/6/2018	12	Kinesiology - Physical Educ	Instructional Supplies	MIZUNO USA INC	195.56
18-P0050300	2/6/2018	12	EOPS	Food and Food Service Supplies	MAJDI INC	234.36
18-P0050301	2/6/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF SAN CLEMENTE	4,453.00
18-P0050302	2/6/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF HUNTINGTON BEACH	5,495.08
18-P0050303	2/6/2018	12	Academic Affairs Office	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	1,602.78
18-P0050304	2/6/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF LAGUNA BEACH	16,142.13
18-P0050305	2/6/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF SEAL BEACH	6,547.33
18-P0050306	2/6/2018	11	Fire Academy	Instructional Agrmt - Salary	US OCEAN SAFETY	19,240.42
18-P0050307	2/6/2018	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	CAMBRIDGE UNIV PRESS	1,696.71
18-P0050308	2/6/2018	33	CDC Santa Ana College	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	649.58
18-P0050309	2/6/2018	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	FREY SCIENTIFIC/EDUC PUBL SERVICE	710.78
18-P0050310	2/6/2018	12	Business Division Office	Software License and Fees	NETOP	1,666.86
18-P0050311	2/6/2018	12	Physics	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	366.80
18-P0050312	2/6/2018	12	Human Resources Office	Contracted Services	LIEBERT CASSIDY WHITMORE	8,387.04
18-P0050313	2/6/2018	11	Human Resources Office	Fingerprinting	STATE OF CALIFORNIA	2,017.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0050314	2/6/2018	12	Athletics	Instructional Supplies	LOCOCO SPORTS INC	1,895.87
18-P0050315	2/6/2018	13	Student Services Office	Equip-w/Contr Svc>\$1,000<\$5000	GOLDEN STAR TECHNOLOGY, INC.	2,102.61
18-P0050316	2/6/2018	33	EHS Santa Ana College	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	1,000.00
18-P0050317	2/6/2018	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
18-P0050318	2/6/2018	33	EHS Santa Ana College	Non-Instructional Supplies	SMART & FINAL	200.00
18-P0050319	2/6/2018	11	Kinesiology - Admin Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	390.00
18-P0050320	2/6/2018	33	EHS Santa Ana College	Non-Instructional Supplies	AMMEX	400.00
18-P0050321	2/7/2018	11	Maintenance	Contracted Repair Services	TECTA AMERICA SOUTHERN CALIF INC	1,153.00
18-P0050322	2/7/2018	12	EOPS	Conference Expenses	WMK SACRAMENTO LLC	126.28
18-P0050323	2/7/2018	12	EOPS	Conference Expenses	WMK SACRAMENTO LLC	631.40
18-P0050324	2/7/2018	13	Maintenance	Contracted Services	ACTION DOOR CONTROLS INC	3,000.00
18-P0050325	2/7/2018	61	Risk Management	Hazardous Materials Removal	FRS ENVIRONMENTAL	2,500.00
18-P0050326	2/7/2018	13	Student Services Office	Conference Expenses	ELLUCIAN COMPANY L.P.	995.00
18-P0050327	2/7/2018	13	Student Services Office	Conference Expenses	JOHN D. STEFFENS	324.00
18-P0050328	2/7/2018	11	Board of Trustees	Conference Expenses	ACCT ASSOC OF COMMUNITY	861.00
18-P0050329	2/7/2018	12	Safety & Parking - DO	Contracted Services	GRUVER ERIC W.	2,700.00
18-P0050330	2/7/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF NEWPORT BEACH FIRE AND MARINE DEPT	22,506.75
18-P0050331	2/7/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	396.33
18-P0050332	2/7/2018	11	Kinesiology - Intercol Athlet	Software License and Fees	AGILE SPORTS TECHNOLOGIES	400.00
18-P0050333	2/7/2018	12	Engineering	Instructional Supplies	AMAZON COM	807.60
18-P0050334	2/7/2018	12	Upward Bound	Food and Food Service Supplies	LAKYSHIA M. PEREZ	1,045.00
18-P0050335	2/7/2018	13	Santiago Canyon College	Transportation - Student	SILVERADO STAGES, INC.	787.50
18-P0050336	2/7/2018	11	Business Operations' Office	Reproduction/Printing Expenses	360 INC	10,832.75
18-P0050337	2/7/2018	12	Public Affairs/Gov Rel Office	Reproduction/Printing Expenses	TREND OFFSET PRINTING	6,568.37
18-P0050338	2/7/2018	12	Reprographics	Instructional Supplies	KELLY PAPER	2,467.48
18-P0050339	2/8/2018	12	Safety & Parking - DO	Contracted Services	SKILLPATH SEMINARS	299.00
18-P0050340	2/8/2018	11	Purchasing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	87.01
18-P0050341	2/8/2018	41	Facility Planning Office	Bldg Impr - Other Services	NEWCOMB ANDERSON MCCORMICK INC	12,500.00
18-P0050342	2/8/2018	11	Safety & Security Office	Non-Instructional Supplies	SOS SURVIVAL PRODUCTS	744.35
18-P0050343	2/8/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF ANAHEIM	20,235.00
18-P0050344	2/8/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF ORANGE	20,617.75
18-P0050345	2/8/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF NEWPORT BEACH FIRE AND MARINE DEPT	32,894.75
18-P0050346	2/8/2018	12	DSPS Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	129.28
18-P0050347	2/8/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF LAGUNA BEACH	10,383.50
18-P0050348	2/8/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF HUNTINGTON BEACH	35,749.50
18-P0050349	2/8/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF GARDEN GROVE	12,200.25
18-P0050350	2/8/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF FULLERTON	4,231.50

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0050351	2/8/2018	12	Special Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
18-P0050352	2/8/2018	12	EOPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,041.35
18-P0050353	2/8/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF FOUNTAIN VALLEY	5,683.25
18-P0050354	2/8/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	MONOPRICE INC	92.31
18-P0050355	2/8/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF COSTA MESA	16,126.00
18-P0050356	2/8/2018	12	Fine & Performing Arts Office	Instructional Supplies	APPLE COMPUTER INC	139.00
18-P0050357	2/8/2018	13	Santiago Canyon College	Other Exp Paid for Students	RSCCD	1,338.50
18-P0050358	2/8/2018	12	Special Services Office	Non-Instructional Supplies	DON BOOKSTORE	500.00
18-P0050359	2/8/2018	12	Student Development	Books Paid for Students	DON BOOKSTORE	13,975.00
18-P0050360	2/8/2018	12	Orientation/Coord/Training	Other Exp Paid for Students	DON BOOKSTORE	436.07
18-P0050361	2/8/2018	12	Graphics	Instructional Supplies	AARDVARK CLAY & SUPPLIES	1,100.00
18-P0050362	2/8/2018	12	Counseling	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	1,616.33
18-P0050363	2/8/2018	12	Biology	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	147.70
18-P0050364	2/8/2018	12	Business Division Office	Software License and Fees	TECH SMITH CORP	141.96
18-P0050365	2/8/2018	12	Veterans Resource Center	Non-Instructional Supplies	DON BOOKSTORE	300.00
18-P0050366	2/8/2018	12	LA/OC Regional Consortia	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	1,179.58
18-P0050367	2/8/2018	12	Financial Aid Office	Software License and Fees	HIGH GROUND SOLUTIONS, INC.	7,000.00
18-P0050368	2/8/2018	12	Safety & Parking - DO	Software License and Fees	LEXIPOL LLC	7,912.00
18-P0050369	2/9/2018	12	Academic Affairs Office	Conference Expenses	FOUNDATION FOR CALIFORNIA	1,235.94
18-P0050370	2/9/2018	12	Career Education Office	Conference Expenses	JUSTICE INVESTORS, LP	510.05
18-P0050371	2/9/2018	12	Career Education Office	Conference Expenses	CCCCIO	400.00
18-P0050372	2/9/2018	12	Pathways to Teaching	Other Participant Travel Exp	UC BERKELEY, CASHIER'S OFFICE	1,300.00
18-P0050373	2/9/2018	11	Fire Technology	Contracted Repair Services	MORTARA INSTRUMENT	2,750.00
18-P0050374	2/9/2018	12	EOPS	Fees Paid for Students	PHI THETA KAPPA	95.00
18-P0050375	2/9/2018	12	Health & Wellness	Books, Mags & Subscrip-Non-Lib	HAWK BOOKSTORE	226.01
18-P0050376	2/9/2018	11	Facility Planning Office	Non-Instructional Supplies	QUALITY OFFICE FURNISHINGS INC	442.13
18-P0050377	2/12/2018	12	Pathways to Teaching	Conference Expenses	KESSELMAN-JONES INC	350.00
18-P0050378	2/12/2018	12	Student Support Services	Food and Food Service Supplies	TK BURGERS CATERING INC	1,280.33
18-P0050379	2/12/2018	33	CDC Santa Ana College	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	636.81
18-P0050380	2/12/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	197.49
18-P0050381	2/12/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	196.89
18-P0050382	2/12/2018	12	Graphics	Instructional Supplies	SAMY'S CAMERA	500.00
18-P0050383	2/12/2018	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	814.86
18-P0050384	2/12/2018	11	CJ/Academies	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	2,000.00
18-P0050385	2/12/2018	12	Orientation/Coord/Training	Reproduction/Printing Expenses	FED EX OFFICE STORE# 2113	158.17
18-P0050386	2/12/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	MONOPRICE INC	234.41
18-P0050387	2/12/2018	12	Art	Instructional Supplies	B & H PHOTO VIDEO INC	694.40

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0050388	2/12/2018	12	Student Equity	Food and Food Service Supplies	ORANGE TREE DELI & CATERING	1,487.01
18-P0050389	2/12/2018	12	Business Division Office	Instructional Supplies	CDW GOVERNMENT INC.	1,372.25
18-P0050390	2/12/2018	13	Public Affairs/Gov Rel Office	Other Licenses & Fees	CCPRO	160.00
18-P0050391	2/12/2018	11	Safety & Security Office	Contracted Services	BOSS INDUSTRIES INC	80.00
18-P0050392	2/12/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	KELLY PAPER	1,973.98
18-P0050393	2/12/2018	11	Fire Academy	Instructional Agrmt - Salary	CHINO VALLEY INDEPENDENT	17,767.00
18-P0050394	2/12/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF CORONA	47,358.50
18-P0050395	2/12/2018	11	Fire Academy	Instructional Agrmt - Salary	DOWNEY FIRE DEPT	12,413.25
18-P0050396	2/12/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF LA VERNE	11,438.00
18-P0050397	2/12/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF MONTEBELLO	11,999.25
18-P0050398	2/12/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF RANCHO CUCAMONGA	14,621.25
18-P0050399	2/12/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF REDLANDS	11,093.50
18-P0050400	2/12/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	NAT'L SPORTS APPAREL LLC	368.86
18-P0050401	2/12/2018	12	LA/OC Regional Consortia	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	5,609.77
18-P0050402	2/12/2018	12	Public Affairs/Gov Rel Office	Advertising	LIBERMAN BROADCASTING INC	14,998.00
18-P0050403	2/12/2018	12	Ctr for Intl Trade Dev Office	District Business/Sponsorships	IRVINE CHAMBER OF COMMERCE	1,200.00
18-P0050404	2/12/2018	12	Professional Development	Conference Expenses	MAXIENT LLC	550.00
18-P0050405	2/12/2018	13	Student Services Office	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	313.09
18-P0050406	2/12/2018	12	Fine & Performing Arts Office	Instructional Supplies	MICHAEL R. TAYLOR	883.55
18-P0050407	2/13/2018	12	Ctr for Intl Trade Dev Office	Conference Expenses	ALEJANDRA L. LANDA	704.00
18-P0050408	2/13/2018	12	Student Equity	Other Participant Travel Exp	AFRICAN AMERICAN MALE EDUC. NETWORK & DEV.	300.00
18-P0050409	2/13/2018	12	EOPS	Conference Expenses	CCC EOPS REGION VIII	1,050.00
18-P0050410	2/13/2018	11	Safety & Security Office	Conference Expenses	WELLS FARGO BANK	377.96
18-P0050411	2/13/2018	12	Biology	Non-Instructional Supplies	SMART & FINAL	89.92
18-P0050412	2/13/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	HARDY DIAGNOSTICS	41.85
18-P0050413	2/13/2018	11	Graphic Communications	Non-Instructional Supplies	AMAZON COM	1,139.73
18-P0050414	2/13/2018	11	Fire Academy	Equip-All Other >\$200 < \$1,000	APPERSON	987.95
18-P0050415	2/13/2018	33	CDC Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,319.94
18-P0050416	2/13/2018	12	Student Equity	Other Participant Travel Exp	JOSEPH A. ALONZO	337.50
18-P0050417	2/13/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF WEST COVINA	19,027.75
18-P0050418	2/13/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF VERNON	20,092.50
18-P0050419	2/13/2018	11	Fire Academy	Instructional Agrmt - Salary	SAN BERNARDINO COUNTY	49,250.50
18-P0050420	2/13/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF RIVERSIDE	67,915.00
18-P0050421	2/13/2018	13	Career Ed & Work Dev Office	Contracted Services	D4 SOLUTIONS INC.	292.33
18-P0050422	2/14/2018	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	6,080.52
18-P0050423	2/14/2018	12	Physics	Instructional Supplies	PASCO SCIENTIFIC	5,506.41
18-P0050424	2/14/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	769.79

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0050425	2/14/2018	12	Physics	Instructional Supplies	ELECTRONIX EXPRESS	377.57
18-P0050426	2/14/2018	11	Risk Management	Contracted Repair Services	CARDIAC SCIENCE	495.66
18-P0050427	2/14/2018	12	Art	Instructional Supplies	RIO GRANDE JEWELRY & GEMS	525.00
18-P0050428	2/14/2018	11	Manufacturing Technology	Contracted Repair Services	DAN'S MACHINE REPAIR	600.00
18-P0050429	2/14/2018	12	Student Development	Food and Food Service Supplies	VILLA PARK CATERING	3,642.61
18-P0050430	2/14/2018	12	SAC Continuing Ed-Instruction	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	9,788.17
18-P0050431	2/14/2018	33	CDC Santiago Canyon College	Instructional Supplies	CHARLES J. BECKER & BRO. INC	490.50
18-P0050432	2/14/2018	33	CDC Santa Ana College - East	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	512.96
18-P0050433	2/14/2018	12	Student Equity	Food and Food Service Supplies	ORANGE TREE DELI & CATERING	740.78
18-P0050434	2/14/2018	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	7,031.27
18-P0050435	2/15/2018	12	Biology	Instructional Supplies	HOME DEPOT	1,000.00
18-P0050436	2/15/2018	11	International Student Program	Courier/Delivery Services	FEDEX	136.41
18-P0050437	2/15/2018	11	International Student Program	Courier/Delivery Services	FEDEX	406.41
18-P0050438	2/15/2018	12	Research	Conference Expenses	MARTA GHEORGHE	795.00
18-P0050439	2/15/2018	11	Fine & Performing Arts Office	Equip-All Other >\$200 < \$1,000	B & H PHOTO VIDEO INC	267.21
18-P0050440	2/15/2018	12	Student Equity	Food and Food Service Supplies	FRANK J. RIVERA	300.00
18-P0050441	2/15/2018	12	Public Affairs/Gov Rel Office	Food and Food Service Supplies	SMART & FINAL	100.00
18-P0050442	2/15/2018	12	Public Affairs/Gov Rel Office	Food and Food Service Supplies	CRAVE RESTAURANT GROUP, LLC	297.67
18-P0050443	2/15/2018	12	Pathways to Teaching	Conference Expenses	VERONICA HURTADO	200.00
18-P0050444	2/15/2018	43	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	3,607.68
18-P0050445	2/15/2018	12	Library Services	Library Books	EBSCO SUBSCRIPTION SVCS	376.38
18-P0050446	2/15/2018	12	Special Services Office	Conference Expenses	WELLS FARGO BANK	317.96
18-P0050447	2/15/2018	11	Kinesiology - Admin Office	Equip-All Other >\$200 < \$1,000	VARIDESK LLC	958.98
18-P0050448	2/15/2018	12	Professional Development	Inst Dues & Memberships	4C SD MEMBERSHIP	175.00
18-P0050449	2/15/2018	12	Resource Development	Contracted Services	BAYHA GROUP	6,000.00
18-P0050450	2/15/2018	12	MESA	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	2,586.00
18-P0050451	2/15/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	533.23
18-P0050452	2/15/2018	12	Student Equity	Food and Food Service Supplies	JAY'S CATERING	277.42
18-P0050453	2/15/2018	11	Kinesiology - Physical Educ	Contracted Repair Services	NAT'L SPORTS APPAREL LLC	1,504.00
18-P0050454	2/15/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	282.04
18-P0050455	2/15/2018	11	Broadcast Journalism	Contracted Repair Services	TRANSYLVANIA FILM TV CORP	516.65
18-P0050456	2/15/2018	62	Risk Management	Workers Compensation Insurance	ASCIP	124,191.00
18-P0050457	2/15/2018	12	Ctr for Intl Trade Dev Office	Rental - Facility (Short-term)	IRVINE CHAMBER OF COMMERCE	800.00
18-P0050458	2/15/2018	13	Workforce Education	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	2,412.52
18-P0050459	2/15/2018	11	Human Resources Office	Fingerprinting	STATE OF CALIFORNIA	11,000.00
18-P0050460	2/15/2018	12	Chemistry	Instructional Supplies	FLINN SCIENTIFIC INC	1,000.00
18-P0050461	2/15/2018	12	Science Learning Center	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,234.44

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0050462	2/15/2018	12	Chemistry	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	350.09
18-P0050463	2/15/2018	12	Chemistry	Instructional Supplies	SIGMA ALDRICH INC	1,000.00
18-P0050464	2/15/2018	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	1,000.00
18-P0050465	2/15/2018	12	Safety & Parking - DO	Contracted Services	TOTAL CORPORATE SOLUTIONS	232.75
18-P0050466	2/15/2018	12	Engineering	Instructional Supplies	AMAZON COM	293.09
18-P0050467	2/15/2018	12	CJ/Academies	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
18-P0189369	1/25/2018	11	Maintenance	Maint/Oper Service Agreements	CHEROKEE CHEMICAL CO INC	1,000.00
18-P0189370	1/25/2018	11	District Wide Technology	Software Support Service-Fixed	EXTREME NETWORKS, INC	11,115.00
18-P0189371	1/29/2018	12	Pathways to Teaching	Contracted Services	SANTA ANA UNIFIED SCHOOL DIST	52,987.00
18-P0189372	1/31/2018	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	7,182.00
18-P0189373	2/6/2018 1	61	Risk Management	Legal Expenses	NICOLE MILLER & ASSOC INC	50,000.00
18-P0189374	2/15/2018	13	Administrative Services Office	Software License and Fees	NUVENTIVE LLC	30,368.00
Grand Total :						2,627,256.51

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF000613	1/29/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$134.82
GM-CAF000614	1/22/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$954.25
GM-CAF000615	1/24/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$222.90
GM-CAF000616	1/25/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$379.70
GM-CAF000617	2/2/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$313.05
GM-CAF000618	2/2/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,166.90
GM-CAF000619	2/6/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,597.60
GM-CAF000620	2/7/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,335.66
GM-CAF000621	2/9/2018	31	SAC Bookstore	General Merchandise	PEN USA	\$487.60
GM-CAF000622	2/10/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,669.00
GM-CAF000623	2/12/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$926.37
GM-CAF000624	2/9/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$912.02
GM-CAF000625	2/12/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,573.33
GM-CAF000626	2/12/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$175.32
GM-CAF000627	2/15/2018	31	SAC Bookstore	General Merchandise	MELODEE ICE CREAM	\$186.50
GM-CAF000628	2/15/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$2,148.94
GM-CAF000629	2/15/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,176.20
GM-CAF000630	2/16/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,292.94
GM-DON002824	1/31/2018	31	SAC Bookstore	General Merchandise	CHAMPION PRODUCTS INC	\$1,692.00
GM-DON002826	2/9/2018	31	SAC Bookstore	General Merchandise	PEN USA	\$415.69
GM-DON002827	2/12/2018	31	SAC Bookstore	General Merchandise	ALL ELECTRONICS	\$504.02
GM-EXPR001336	1/22/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$58.50
GM-EXPR001337	1/22/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,010.33
GM-EXPR001338	1/24/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$449.60
GM-EXPR001339	1/25/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$524.70
GM-EXPR001340	1/29/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$152.82
GM-EXPR001341	2/2/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$404.23
GM-EXPR001342	2/2/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,033.90
GM-EXPR001343	1/31/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$2,026.14
GM-EXPR001344	2/5/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$640.93
GM-EXPR001345	2/7/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$140.18
GM-EXPR001346	2/9/2018	31	SAC Bookstore	General Merchandise	PENS ETC.	\$59.88
GM-EXPR001347	2/7/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,353.15
GM-EXPR001348	2/10/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,785.14
GM-EXPR001349	2/14/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$922.40
GM-EXPR001350	2/9/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$819.21
GM-EXPR001351	2/12/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,205.19

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-EXPR001352	2/12/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$223.00
GM-EXPR001353	2/14/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,370.21
GM-EXPR001354	2/12/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$313.14
GM-EXPR001355	2/8/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,357.54
GM-EXPR001356	2/16/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,336.10
GM-HAWK002527	1/22/2018	31	SCC Bookstore	General Merchandise	PENS ETC.	\$370.74
GM-HAWK002528	1/23/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$162.10
GM-HAWK002529	1/30/2018	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$91.74
GM-HAWK002530	1/30/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$202.67
GM-HAWK002531	2/2/2018	31	SCC Bookstore	General Merchandise	HAMILTON BELL CO	\$737.50
GM-HAWK002532	2/4/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$786.99
GM-HAWK002533	2/5/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$793.44
GM-HAWK002534	2/7/2018	31	SCC Bookstore	General Merchandise	SCANTRON CORP	\$500.00
GM-HAWK002535	2/8/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,071.03
GM-HAWK002536	2/9/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$761.70
GM-HAWK002537	2/12/2018	31	SCC Bookstore	General Merchandise	LENNY & LARRY'S,INC	\$61.80
GM-HAWK002538	2/12/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$600.23
GM-HAWK002539	2/13/2018	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$130.68
GM-HAWK002540	2/13/2018	31	SCC Bookstore	General Merchandise	EL DORADO TRADING GROUP	\$335.86
GM-HAWK002541	2/14/2018	31	SCC Bookstore	General Merchandise	LENNY & LARRY'S,INC	\$82.80
GM-HAWK002542	2/14/2018	31	SCC Bookstore	General Merchandise	HAMILTON BELL CO	\$214.20
GM-HAWK002544	2/15/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,055.83
TR-CEC000058	2/8/2018	31	CEC Bookstore	Trade Book	OXFORD UNIVERSITY PRESS	\$179.20
TX-CEC000452-A	1/24/2018	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$109.60
TX-CEC000460	1/23/2018	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$315.00
TX-CEC000462	1/31/2018	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$738.75
TX-CEC000463	2/6/2018	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$869.70
TX-CEC000464	2/15/2018	31	CEC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$374.40
TX-CEC000465	2/15/2018	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$685.00
TX-DON004795	1/25/2018	31	SAC Bookstore	Textbook	AMAZON	\$2,570.89
TX-DON004897	1/22/2018	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$5,340.00
TX-DON004898	1/22/2018	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$6,342.80
TX-DON004899	1/22/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$585.20
TX-DON004900	1/23/2018	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$2,925.00
TX-DON004901	1/23/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,740.00
TX-DON004902	1/23/2018	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$555.56
TX-DON004903	1/23/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$70.50

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON004904	1/23/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$137.50
TX-DON004905	1/24/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,015.00
TX-DON004906	1/24/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,492.50
TX-DON004907	1/24/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$4,516.02
TX-DON004908	1/25/2018	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$380.25
TX-DON004910	1/25/2018	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$1,092.00
TX-DON004911	1/25/2018	31	SAC Bookstore	Textbook	HOPKINS FULFILLMENT SERVICES	\$478.80
TX-DON004912	1/26/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$206.25
TX-DON004914	1/30/2018	31	SAC Bookstore	Textbook	AMAZON	\$362.50
TX-DON004915	1/31/2018	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$265.65
TX-DON004916	1/31/2018	31	SAC Bookstore	Textbook	AMAZON	\$643.95
TX-DON004917	1/31/2018	31	SAC Bookstore	Textbook	NEW READERS PRESS	\$114.00
TX-DON004918	1/31/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$614.85
TX-DON004920	2/1/2018	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$972.00
TX-DON004921	2/1/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$2,972.50
TX-DON004923	2/1/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,440.00
TX-DON004925	2/2/2018	31	SAC Bookstore	Textbook	J.J. KELLER & ASSOCIATES	\$598.00
TX-DON004926	2/2/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$1,767.89
TX-DON004927	2/2/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$334.81
TX-DON004928	2/2/2018	31	SAC Bookstore	Textbook	NATIONAL WILDFIRE COORDINATING GROUF	\$324.00
TX-DON004929	2/2/2018	31	SAC Bookstore	Textbook	AMAZON	\$69.90
TX-DON004930	2/5/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$311.25
TX-DON004931	2/5/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$4,900.00
TX-DON004932	2/5/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$419.75
TX-DON004933	2/5/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$882.00
TX-DON004934	2/6/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$29.50
TX-DON004935	2/6/2018	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$2,555.00
TX-DON004936	2/6/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$6,350.00
TX-DON004937	2/6/2018	31	SAC Bookstore	Textbook	CONTENT DISTRIBUTORS	\$186.90
TX-DON004938	2/6/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$4,998.00
TX-DON004939	2/6/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$5,472.00
TX-DON004940	2/6/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$812.42
TX-DON004942	2/6/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$206.25
TX-DON004943	2/6/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$1,925.00
TX-DON004944	2/6/2018	31	SAC Bookstore	Textbook	SAGE PUBLICATIONS, INC.	\$2,064.00
TX-DON004946	2/6/2018	31	SAC Bookstore	Textbook	AMAZON	\$1,393.05
TX-DON004947	2/6/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,504.05
TX-DON004948	2/6/2018	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$1,530.00

4.18 (15)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON004949	2/6/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$434.72
TX-DON004950	2/6/2018	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$952.00
TX-DON004951	2/6/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$100.24
TX-DON004952	2/6/2018	31	SAC Bookstore	Textbook	AMAZON	\$722.50
TX-DON004953	2/7/2018	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$680.00
TX-DON004954	2/7/2018	31	SAC Bookstore	Textbook	BROADWAY PRESS	\$699.00
TX-DON004955	2/7/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$646.61
TX-DON004956	2/7/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$1,272.65
TX-DON004957	2/7/2018	31	SAC Bookstore	Textbook	AMAZON	\$91.42
TX-DON004958	2/7/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$175.50
TX-DON004959	2/7/2018	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$3,175.00
TX-DON004960	2/7/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$1,462.50
TX-DON004961	2/7/2018	31	SAC Bookstore	Textbook	KENDALL PUBLISHING	\$20.00
TX-DON004962	2/7/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$196.00
TX-DON004963	2/8/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,953.50
TX-DON004964	2/8/2018	31	SAC Bookstore	Textbook	C2F	\$4.00
TX-DON004965	2/8/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$891.00
TX-DON004966	2/8/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$329.20
TX-DON004967	2/8/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$120.00
TX-DON004969	2/8/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$229.40
TX-DON004970	2/8/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$89.00
TX-DON004971	2/8/2018	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$230.30
TX-DON004972	2/8/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$204.75
TX-DON004973	2/8/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$128.00
TX-DON004974	2/8/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$158.40
TX-DON004975	2/9/2018	31	SAC Bookstore	Textbook	KENDALL PUBLISHING	\$20.00
TX-DON004976	2/9/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$1,849.50
TX-DON004977	2/9/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,340.68
TX-DON004978	2/9/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,808.25
TX-DON004979	2/9/2018	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$46.40
TX-DON004980	2/12/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$682.50
TX-DON004981	2/12/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$570.00
TX-DON004982	2/12/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$521.25
TX-DON004983	2/12/2018	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$46.40
TX-DON004985	2/13/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$5,310.00
TX-DON004986	2/13/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,226.14
TX-DON004987	2/13/2018	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$169.25
TX-DON004988	2/13/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$2,639.73

4.18 (16)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON004989	2/14/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$500.99
TX-DON004990	2/14/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$46.30
TX-DON004991	2/14/2018	31	SAC Bookstore	Textbook	CADCIM TECHNOLOGIES	\$500.00
TX-DON004992	2/14/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,869.80
TX-DON004993	2/14/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$614.85
TX-DON004994	2/14/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$367.50
TX-DON004995	2/14/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$2,178.75
TX-DON004996	2/14/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,013.75
TX-DON004997	2/14/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$498.75
TX-DON004998	2/15/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$261.80
TX-DON004999	2/15/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$104.00
TX-DON005000	2/15/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$495.00
TX-HAWK003714	1/22/2018	31	SCC Bookstore	Textbook	LEGAL BOOK DIST	\$56.92

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 Uninvt
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
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 JANUARY 21, 2018 THROUGH FEBRUARY 17, 2018
BOARD MEETING OF MARCH 26, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0050084	\$17,090.00	New variable frequency drive and controller for the existing pool motor at Santiago Canyon College.	DO-Facility Planning	Received Quotations: *1. Commercial Aquatic Services 2. Horizon Mechanical *Successful Bidder
18-P0050090	\$21,000.00	Independent Contractor to provide mental health consulting	DO-Child Development/ Early Head Start	Board Approved: January 22, 2018
18-P0050091	\$23,000.00	Independent Contractor to provide project management for the California Career Partnership Trust Grant	SAC-Business/ Engineering	Board Approved: January 22, 2018
18-P0050123	\$820,406.00	Consultant to provide energy services for the fan coil replacement project at Santiago Canyon College	DO-Facility Planning	Board Approved: January 22, 2018
18-P0050138	\$17,995.00	Architectural design consultanting services for the new electronic campus directories at Santa Ana College	DO-Facility Planning	Board Approved: January 22, 2018
18-P0050171	\$15,668.47	HP laptops with extended warranty assigned to Santa Ana College Media Systems	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JANUARY 21, 2018 THROUGH FEBRUARY 17, 2018
BOARD MEETING OF MARCH 26, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0050245	\$150,000.00	Project management consultant services for the Russell Hall replacement project at Santa Ana College.	DO-Facility Planning	Board Approved: January 22, 2018
18-P0050298	\$50,610.94	Instructional training for lifeguards -State of California Department of Parks and Recreation	SAC-Fire Technology	Board Approved: February 27, 2017
18-P0050304	\$16,142.13	Instructional training for lifeguards -City of Laguna Beach	SAC-Fire Technology	Board Approved: November 19, 2007
18-P0050306	\$19,240.42	Instructional training for lifeguards -US Ocean Safety	SAC-Fire Technology	Board Approved: January 22, 2008
18-P0050330	\$22,506.75	Instructional training for lifeguards -City of Newport Beach	SAC-Fire Technology	Board Approved: April 21, 2008
18-P0050343	\$20,235.00	Instructional training for Fire Fighters -City of Anaheim	SAC-Fire Technology	Board Approved: October 24, 2016
18-P0050344	\$20,617.75	Instructional training for Fire Fighters -City of Orange	SAC-Fire Technology	Board Approved: January 22, 2008

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JANUARY 21, 2018 THROUGH FEBRUARY 17, 2018
BOARD MEETING OF MARCH 26, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0050345	\$32,894.75	Instructional training for Fire Fighters -City of Newport Beach	SAC-Fire Technology	Board Approved: April 21, 2008
18-P0050348	\$35,749.50	Instructional training for Fire Fighters -City of Huntington Beach	SAC-Fire Technology	Board Approved: November 19, 2007
18-P0050355	\$16,126.00	Instructional training for Fire Fighters -City of Costa Mesa	SAC-Fire Technology	Board Approved: December 10, 2007
18-P0050393	\$17,767.00	Instructional training for Fire Fighters -Chino Valley Independent Fire District	SAC-Fire Technology	Board Approved: April 7, 2008
18-P0050394	\$47,358.50	Instructional training for Fire Fighters -City of Corona	SAC-Fire Technology	Board Approved: May 27, 2008
18-P0050417	\$19,027.75	Instructional training for Fire Fighters -City of West Covina	SAC-Fire Technology	Board Approved: June 30, 2008
18-P0050418	\$20,092.50	Instructional training for Fire Fighters -City of Vernon	SAC-Fire Technology	Board Approved: December 10, 2007

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JANUARY 21, 2018 THROUGH FEBRUARY 17, 2018
BOARD MEETING OF MARCH 26, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0050419	\$49,250.50	Instructional training for Fire Fighters -San Bernardino County	SAC-Fire Technology	Board Approved: March 10, 2008
18-P0050420	\$67,915.00	Instructional training for Fire Fighters -City of Riverside	SAC-Fire Technology	Board Approved: July 20, 2015
18-P0050456	\$124,191.00	Workers Compensation premium 2016-2017	DO-Risk Management	Required insurance
18-P0189371	\$52,987.00	Sub-agreement with Santa Ana Unified School District related to California Career Pathways Trust grant	SCC-Pathways to Teaching	Board Approved: September 11, 2017
18-P0189373	\$50,000.00	Professional services for investigative activity	DO- Risk Management	Board Approved: August 14, 2017
18-P0189374	\$30,368.00	Subscription renewal for TracDat Software license	SAC-Administrative Services	Board Approved: March 10, 2014

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Board Date: March 26, 2018
Re:	Approval of Resource Development Item	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical program were developed:

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1.	Project RAISE (Regional Alliance in STEM Education) – Year 2 (SCC) Second year of a five-year sub-award grant from California State University, Fullerton to serve as a partner in their U.S. Department of Education grant, Title III Hispanic-Serving Institutions (HSI) STEM and Articulation Programs. Project RAISE will implement a variety of project components to increase the number of Hispanic and low-income students who pursue STEM majors, as well as their persistence, retention and graduation rates in support of the goals and objectives of the project. (18/19). <i>No match required.</i>	03/02/2018	\$20,000

RECOMMENDATION

It is recommended that the Board approve these items and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$20,000.00	Board Date: March 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 # 1625
NAME: Project RAISE: Regional Alliance in STEM Education (SCC)
FISCAL YEAR: 2017/2018

CONTRACT PERIOD: 10/01/17 TO 09/30/2018
 CONTRACT INCOME: \$20,000 (Year 2)

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Jennifer Coto

Prime Sponsor: U.S. Department of Education

Date: 03/08/18

Fiscal Agent: CSU Fullerton; Subaward No: S-6386-SCC

CFDA #: 84.031C; Award # P031C160152

GL Account	Description	Debit	Credit
12-1625-000000-20000-8120	Higher Education Act : Sant		20,000
12-1625-631000-29325-1430	Part-Time Counselors : Coun	8,626	
12-1625-631000-29325-3115	STRS - Non-Instructional :	1,246	
12-1625-631000-29325-3325	Medicare - Non-Instructiona	125	
12-1625-631000-29325-3435	H & W - Retiree Fund Non-In	313	
12-1625-631000-29325-3515	SUI - Non-Instructional : C	4	
12-1625-631000-29325-3615	WCI - Non-Instructional : C	194	
12-1625-631000-29325-4610	Non-Instructional Supplies	8,011	
12-1625-679000-20000-5865	Indirect Costs : Santiago C	1,481	
Totals for PROJECT: 1625	Project RAISE (SCC)	20,000	20,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of Sub-Agreement between RSCCD and Integrative Impact, LLC for the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the California Community Colleges 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 Career Technical Education Data Unlocked Initiative implementation partners.

ANALYSIS

The California Community Colleges Chancellor's Office has directed each of the ten, statewide Sector Navigators to develop Industry Sector Projects in Common (ISPIC) with college partners, who will commit matching investments of Strong Workforce Program funds to implement projects featuring industry validated best practices, content, and/or models. A sub-agreement (DO-17-2220-167) has been developed for Integrative Impact, LLC to implement one of the approved ISPIC projects: the Information Technology (IT)/Business Information Worker (BIW) Guided Pathways, ISPIC project.

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: \$100,000.00 (grant-funded)	Board Date: March 26, 2018
Prepared by: Sarah Santoyo, Executive Director of 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
INTEGRATIVE IMPACT, LLC**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Integrative Impact, LLC (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 an **Industry Sector Projects in Common (ISPIC), the Information Technology (IT) /Business Information Worker (BIW) Guided Pathway project**, hereinafter “Project,” which is supported by 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 approved ISPIC IT/BIW Guided Pathway project through the Scope of Work, Exhibit A, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project 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 April 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$100,000.00 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 the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Integrative Impact, LLC

Nicole Sherman

10061 Merrimac Drive

Huntington Beach, CA 92646

Sherman.nicole@hotmail.com, (714) 334-0042

18. 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.

19. 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: Integrative Impact,
LLC

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Title: Vice Chancellor

Title: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: March 26, 2018

81-1279311

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

Integrative Impact, LLC
8941 Atlanta Avenue
Suite 421
Huntington Beach, CA 92646

Nicole Sherman
(714) 334-0042
nicole@integrativeimpact.com
www.integrativeimpact.com



PROPOSAL

BUSINESS INFORMATION WORKER RECRUITMENT AND RETENTION AT 10 PARTICIPATING COLLEGES STATEWIDE

Locally based strategies to recruit and retain BIW student cohorts through an innovative approach involving the statewide Doing What MATTERS program and local community organization investment and involvement.

Prepared for:

Sarah Santoyo

Executive Director, Resource Development
Rancho Santiago CCD
Santoyo_Sarah@rscdd.edu

Proposal Issued:
March 6, 2018

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Executive Summary

Opportunity

The Business Information Worker Pathway (BIW) defines a sequence of skills essential to entering or advancing in today's business office. Over 200,000 jobs are available throughout California at any one time that match some level of the BIW pathway. It is the most effective pathway for entry level as well as stranded or adult workers looking to refresh their skill sets in a technologically changing world. Numerous placement agencies and Manpower Inc. endorse it.

CCC Strength

The California Community College system and most colleges already have many of the courses identified in the pathway. Currently more than 74% of the CCCs have self-identified the courses on the BIW website. Matching 3rd Party Certifications and some Digital Badges are aligned with the pathways so that students can sit for validation testing and promote their skills on their LinkedIn profiles. The Academic Senate has endorsed the pathway and is focused on C-ID standardization of the pathway which also conforms to Guided Pathways principles.

The Challenge

While many students (approximately 110,000 statewide) are currently enrolled in courses aligned with the pathway, most of them don't know it. Without learning the value to their employment and future of the pathway, and without support for their efforts, these students do not continue and represent part of the 70% of CCC students that are only with the CCCs less than a year. Retaining these students to complete the pathway or to return later for more training will positively affect their future and greatly increase the effective Career Education services of the CCCs.

Additionally, prospective students need to be 'sold' the value of the pathway in order make the necessary commitment to enroll and to finish.

The Solution

The single most effective way to accomplish these results is to focus on regional cohort recruitment and retention for the program at each college. Currently available CTE Funding will be used to engage marketing and community support for this well-defined and detailed process. Statewide leadership through the ICT-Digital Media Sector Team will provide overall guidance to the effort. Participating colleges will commit to the responsibilities listed. The goal is a greater number of students completing the pathway and a sustainable community-based cohort support tradition that will evolve as a result of these efforts. This program is compliant with the Guided Pathways institutional model.

Project Objective

The primary objective of this project is to increase student enrollment in BIW courses at 10 participating California Community Colleges beginning with 1-2 student cohorts on each campus in Fall 2018. Letters of Intent from participating colleges are included in Appendix A.

Project Definition

This section will delineate all the relevant information pertaining to this project.

Project Management

All successful projects have identified personnel in responsible roles. This project will have the following participants:

ICT-Digital Media Sector, Doing What MATTERS, CCC

Nicole Sherman, Integrative Impact LLC – Product Manager
Steve Wright – ICT-Digital Media Sector Navigator*

California Hispanic Chamber of Commerce (CAHCC)

Julian Canete – President (or Designee)

A faculty champion will be identified at each participating college to assist in BIW cohort development and student engagement activities.

*Doing What MATTERS guidance will be provided by Steve Wright, Sector Navigator ICT-DM in a monthly advisory and participative support role as part of his grant-funded duties. Steve Wright receives no compensation from this project.

Project Profile

This section will give a detailed description of the scope, methodology, and deliverables of this project.

Assumptions and Goals

This project will be based on the following assumptions and intended outcomes:

- Establish cohort schedules on each participating campus which allow students to complete the BIW 1 pathway courses in two semesters as a group
- Recruit students from the community as well as current students into BIW cohorts, especially underserved minorities and adults in need of foundational skills to successfully re-enter the workforce
- Provide cohort support and engagement to increase student retention in the program to completion
- Assist students in obtaining job interviews with partner employers and obtain metrics as to numbers of students hired
- Develop a sustainable community-based cohort support tradition that will continue into Fall 2019 and subsequent academic years

Process and Approach

More than 200,000 jobs are available throughout California at any one time that match some level of the BIW pathway. Participating colleges currently offer all of the BIW Stage 1 courses that teach the skills needed in the marketplace and as such, students are currently enrolled in the pathway but don't yet know it. The branding of the BIW pathway will be a key component of this project.

The CAHCC will be actively involved in the cohort recruitment process with the goal of registering 1-2 cohorts to begin Fall 2018. The CAHCC will also provide continuous cohort engagement and support in order to improve student success in the program and positively impact retention. Where possible, arrangements will be made to support the purchase or rental of textbooks, parking passes, and vouchers for industry certification testing. Expedited enrollment practices will be coordinated with key campus staff and employed throughout the student recruitment process.

The project seeks to provide seamless processes for students to obtain the foundational skills that make up the BIW pathway, then quickly be hired by local employers.

Methodology

While performing this project, there are several key elements that will function as a guide to relevant results.

COHORT DEVELOPMENT

- Engage college faculty champions to develop a two-semester cohort schedule appropriate for local student populations; provide guaranteed class enrollment in all required courses
- Investigate and arrange for textbook purchase and/or rental options, free or reduced industry certification testing for students (Microsoft Office Specialist), and assistance for parking pass purchases
- Work with college counselors to ensure understanding of BIW cohort options and intended outcomes

STUDENT RECRUITMENT

- CAHCC and/or its designee partner organization to promote the BIW Pathway in the community
- Employ dedicated call center representatives to respond to initial student inquiries 24/7; service includes live chat, phone, and live transfer services
- Maintain CRM/student management system to track and follow up with all incoming leads and cohort participants
- Host on campus BIW information session(s) featuring faculty and business partner presentations as well as set up for students to complete program application form
- Launch targeted marketing campaign each semester, to include social media and digital strategies; work in conjunction with campus marketing departments
- Partner with K-12 to discuss implementation of BIW courses/dual enrollment

COHORT SUPPORT AND ENGAGEMENT

- Host cohort orientation/kick-off event to introduce students to faculty members program partners
- Develop dedicated website with student resources including program process, reminders of next steps, job readiness information, possible faculty hosted forum
- Host monthly cohort events to address job readiness topics (resume writing, interviewing skills and practice, employer meet and greet)
- Host cohort graduation event to celebrate pathway completion

JOB PLACEMENT

- Ongoing outreach to local businesses to obtain commitments to interview program completers
- Post links to job opportunities on BIW student portal

Deliverables

At the end of this project the deliverable items will include but not be limited to:

- Report of methodologies/components utilized and measured results, which allow for future replication by participating colleges
- The above document will provide a view of best practices that can be replicated by participating colleges for the BIW and/or other related programs

Work Plan/Delivery

	Task Detail	Planned Completion Date	Responsible Party
1	Internal Team Preparation		
1.1	Define responsibilities: CAHCC, ICT-DM, College	11/17/17	ICT-DM, CAHCC
1.2	Develop high-level budget	11/17/17	ICT-DM, CAHCC
1.3	Identify web platform for cohort use	04/15/18	ICT-DM
1.4	Present plan to interested colleges (max 10)	12/09/17	ICT-DM
1.5	Obtain financial commitment from colleges	12/15/17	ICT-DM
1.6	Develop list of cohort marketing materials (items & quantity)	03/15/18	ICT-DM
1.7	Develop and execute contracts with involved parties	03/15/18	ICT-DM, CAHCC, College
1.8	Identify financial support available to cohort students	03/30/18	ICT-DM, CAHCC
1.9	Design and production of marketing materials	04/15/18	ICT-DM, CAHCC
1.10	Identify funding for cohort web platform	04/15/18	ICT-DM
1.11	Development of web platform; ready for use	08/01/18	ICT-DM
2	College Readiness		
2.1	Identify likely student groups to target	04/01/18	College
2.2	Develop BIW cohort schedule for 18/19	04/01/18	College, ICT-DM
2.3	Develop draft schedule of cohort building activities for 18/19	05/15/18	College, CAHCC
2.4	Develop enrollment process with list of contacts	05/15/18	College, CAHCC
2.5	Identify answering service/student point of contact	05/15/18	College, CAHCC
2.6	Create student toolkit (schedule, financial resources available, textbook info, certification exam info, cohort supports available)	05/31/18	ICT-DM, CAHCC, College
2.7	Contact feeder high schools/district /CDE to discuss BIW and possible dual enrollment	ongoing	College, CAHCC

3	Cohort Recruitment/Enrollment		
	Internal Recruitment		
3.1	<i>Develop outreach plan for current students</i>	04/15/18	CAHCC, College
3.2	Discuss BIW cohort with college counselors	04/15/18	CAHCC, College
3.3	Determine BIW presence at planned college events	04/15/18	CAHCC, College
3.4	Identify student interest groups related to BIW	04/15/18	CAHCC, College
3.5	Place swag/marketing materials on campus (computer lab, counseling office, etc.)	ongoing	College
	External Recruitment		
3.6	<i>Develop outreach plan for potential students</i>	04/15/18	CAHCC
3.7	Identify community events, career fairs, etc. at which to have BIW presence	04/15/18	CAHCC
3.8	Present BIW to partner organizations	ongoing	CAHCC
3.9	Present to high school groups	ongoing	CAHCC
	Social Media		
3.10	Develop local BIW landing page/Facebook page with program interest form/application	04/31/18	CAHCC
3.11	Create ads for social media campaign	ongoing	CAHCC
3.12	Post to BIW Facebook page	ongoing	CAHCC
	Special Events		
3.13	Host enrollment event(s)	ongoing	CAHCC, College
3.14	Host kick-off event with cohort & program partners	08/01/18	CAHCC, College, ICT-DM
4	Cohort Engagement		
4.1	Plan cohort graduation celebration event	10/15/18	CAHCC, College
4.2	Hold monthly cohort building activities	12/31/18	CAHCC, College
4.3	Update web portal regularly with latest activity/event info	12/31/18	CAHCC
4.4	Plan and host career fair on campus	12/31/18	CAHCC, College, ICT-DM

Rancho Santiago CCD Investment

Task	Minimum Amount
Marketing and Engagement Activities as Outlined – Rancho Santiago CCD	\$100,000
Marketing and Engagement Activities as Outlined – Participating Colleges	\$100,000
Total Cost	\$200,000

Draft Budget

Category	Total Category Budget
College Readiness <ul style="list-style-type: none"> • Faculty Stipends • Marketing collateral design and printing • Development of student toolkit • Cohort website development 	\$15,000
Cohort Recruitment <ul style="list-style-type: none"> • CAHCC Facilitator/Organizer to recruit students • ICT-DM Product Manager recruitment assistance • Marketing efforts; ads & social media 	\$10,000
Cohort Engagement <ul style="list-style-type: none"> • CAHCC Facilitator/Organizer to coordinate and attend support activities and events • Faculty stipends for attending support activities and events • Participant costs for support activities and events 	\$75,000
Total	\$100,000

Payment Terms

ICT-Digital Media Sector has co-developed the BIW Cohort Project with Integrative Impact and has approved Integrative Impact as the sole contractor to manage and administer the project and budget. On approval, Integrative Impact will invoice Rancho Santiago CCD for the ISPIC funding portion of the project.

Preliminary Project Schedule

This section proposes a project schedule. This schedule is preliminary and may be adjusted for actual dates before or after the project is approved.

Sign Contract or Purchase Order

Rancho Santiago CCD will provide a purchase order or contract by **April 1, 2018**.

Commence Work on Project

Work on the project will commence on **April 1, 2018**

Project Duration

This project is expected to be complete by **December 31, 2018**.

Participating Colleges Commitment

Project deliverables according to the work plan and schedule set forth assumes that classrooms, trained faculty and administrative support will be available for the students added to enrollment. Timelines associated with the deliverables, especially with regard to student recruitment and events, are based on industry best practices and timing.

Accepted and agreed:**Integrative Impact, LLC**

By: _____

By: _____

Print Name: _____

Name: Nicole Sherman

Title: _____

Title: Owner

Date: _____

Date: March 6, 2018

Appendix A – College Letters of Intent



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

March 6, 2018

Steve Wright, Sector Navigator
ICT-Digital Media Sector
California Community Colleges

Dear Steve,

Per our discussion about implementing the Business Information Worker Recruitment and Retention cohort program, Irvine Valley College will endeavor to obtain a minimum of \$10,000 to fund the activities as outlined in the budget, which may be comprised of in-kind services. We understand that the ICT-Digital Media Sector will provide a funding match of \$10,000 for this project.

We are ready to move forward with the activities outlined in the [draft project description](#) and will work with the ICT-Digital Media sector to make any necessary modifications.

Sincerely,

Traci Fahimi
Dean, School of Business Sciences
Irvine Valley College

Cc/Dr. Roopa Mathur
Professor Carolina Kussoy



February 5, 2018

Steve Wright, Sector Navigator
ICT-Digital Media Sector
California Community Colleges

Dear Steve,

Per our discussion about implementing the Business Information Worker Recruitment and Retention cohort program, Cañada College will commit to obtain a minimum of \$20,000 to fund the activities as outlined in the budget. Cañada College intends to fund all efforts to launch this program and match funding is not required.

We are ready to move forward with the activities outlined in the draft project description and will work with the ICT-Digital Media sector to make any necessary modifications.

Sincerely,



Leonor Cabrera
Dean, Business Design & Workforce Division
Cañada College
cabreral@smccd.edu
650-306-3460



Candice Nance
Business Instructor | BIW Project Director
Cañada College
nancec@smccd.edu
650-306-3497



College of Alameda

555 Atlantic Avenue · Alameda, California 94501 · (510) 522-7221 · FAX (510) 769-6019

19 December, 2017

Steve Wright, Sector Navigator
ICT-Digital Media Sector
California Community Colleges

Dear Steve,

Per a discussion with Jesse Norman, Chair of College of Alameda's (CoA) Computer Information Systems Department, about implementing the Business Information Worker Recruitment and Retention cohort program, CoA will endeavor to obtain a minimum of \$10,000 to fund the activities as outlined in the budget. We understand that the ICT-Digital Media Sector will provide a funding match of \$10,000 for this project.

As the administrator who oversees the CIS Department, I can verify that we are ready to move forward with the activities outlined in the [draft project description](#) and will work with the ICT-Digital Media sector to make any necessary modifications.

Sincerely,

A handwritten signature in blue ink that reads 'Ana McClanahan'.

Ana McClanahan, Dean of STEAM
College of Alameda
555 Ralph Appenzato Memorial Parkway
Alameda, CA, 94501
(510)466-5380

Peralta Community College District
333 East Eighth Street · Oakland, California 94606 · (510) 466-7200



GOLDEN WEST COLLEGE
HUNTINGTON BEACH, CA

Wes Bryan, President

January 3, 2018

Steve Wright, Sector Navigator
ICT-Digital Media Sector
California Community Colleges

Dear Steve,

Per our discussion about implementing the Business Information Worker Recruitment and Retention cohort program, Golden West College will match minimum of \$10,000 through Strong Workforce Local Funding to fund the activities as outlined in the budget. We understand that the ICT-Digital Media Sector will provide a funding match of \$10,000 for this project.

We are ready to move forward with the activities outlined in the draft project description and will work with the ICT-Digital Media sector to make any necessary modifications.

Sincerely,

Christopher Whiteside
Dean, Career Technical Education & Business
Golden West College
157400 Goldenwest Ave
Huntington Beach, CA 92647

714-895-8250
Cwhiteside4@gwc.cccd.edu

Steve Wright, Sector Navigator
ICT-Digital Media Sector
California Community Colleges

January 23, 2018

Dear Steve,

Per our discussion about implementing the Business Information Worker-Recruitment and Retention cohort program, Lake Tahoe Community College will use a minimum of \$10,000 of Strong Workforce Regional dollars to fund the activities as outlined in the budget. We understand that the ICT-Digital Media Sector will provide a funding match of \$10,000 for this project.

We are ready to move forward with the activities outlined in the draft project description and will work with the ICT-Digital Media sector to make any necessary modifications.

Sincerely,



Brad Deeds
Dean of Workforce Development and Instruction
Lake Tahoe Community College



Kris Costa
Dean of Career Technical Education
(559) 925-3218
kriscosta@whccd.edu

February 16, 2018

Steve Wright, Sector Navigator
ICT-Digital Media Sector
California Community Colleges

Dear Steve,

Per our discussion about implementing the Business Information Worker Recruitment and Retention cohort program, West Hills College Lemoore will endeavor to obtain a minimum of \$10,000 to fund the activities as outlined in the budget. We understand that the ICT-Digital Media Sector will provide a funding match of \$10,000 for this project.

We are ready to move forward with the activities outlined in the [draft project description](#) and will work with the ICT-Digital Media sector to make any necessary modifications.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kris Costa".

Kris Costa
Dean, Career Technical Education
West Hills College Lemoore

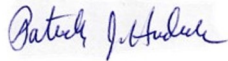
Steve Wright, Sector Navigator
ICT-Digital Media Sector
California Community Colleges

Dear Steve,

Per our discussion about implementing the Business Information Worker Recruitment and Retention cohort program, **Mission College** will endeavor to obtain a minimum of \$10,000 to fund the activities as outlined in the budget. We understand that the ICT-Digital Media Sector will provide a funding match of \$10,000 for this project.

We are ready to move forward with the activities outlined in the [draft project description](#) and will work with the ICT-Digital Media sector to make any necessary modifications.

Sincerely,



Pat Hudak
CTE Liaison
Dept. Chair for Business and Computer Applications
Mission College
3000 Mission College Blvd.
Santa Clara, CA 95054

Appendix B – Integrative Impact, LLC

As a full-service grant support firm, Integrative Impact is dedicated to helping grantees achieve work plan goals and objectives, in order to produce measurable and meaningful outcomes. To accomplish this, Integrative Impact creates strategies to establish and nurture partnerships within the California Community College system as well as with business and industry. Marketing strategies are employed to increase awareness and gain support around grant programs. Additionally, Integrative Impact provides a variety of administrative services which enables its clients to focus on high-level priorities, working within their individual areas of expertise.

Research, Execution and Engagement

Integrative Impact employs a three-part framework when approaching projects to ensure all strategies implemented provide measurable results. The **Research** process begins with learning what the target audience needs, whether they are students (current or prospective), faculty, administrators, or businesses. Research always informs the project or program development process. **Execution** involves applying the right launch strategies to maximize program visibility and participation. **Engagement** strategies help clients grow their reach through meaningful and consistent communication with their audience.

Nicole Sherman, Owner

Nicole Sherman has been providing grant program services for the California Community Colleges for more than 18 years. Her work with a variety of economic and workforce development programs has given her an in-depth knowledge of many system processes, including program development, report writing, and grant application and renewal procedures. Her specialties include research, development and implementation of career pathways as well as developing relationships and identifying partnership opportunities within the California Community College system and with business and industry. She also designs and writes copy for program brochures, websites, and promotional communications.

Nicole has been instrumental in the promotion and adoption of the Information Communications Technologies/Digital Media (ICT-DM) Business Information Worker Pathway and IT Technician Pathway by colleges statewide. Through her outreach efforts she has developed positive relationships with faculty and administrators which allow her to showcase the Sector's value to students, businesses, and community colleges.

A graduate of the California Community Colleges, Nicole received an A.A. in Business Management from Cosumnes River College and a B.A. in Communicative Disorders from California State University, Long Beach. Integrative Impact also works with the statewide Advanced Transportation and Renewable Energy, Small Business, and Health Sectors.

STATE OF CALIFORNIA

ELOY ORTIZ OAKLEY, CHANCELLOR

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400
SACRAMENTO, CA 95811-6549
(916) 322-4005
<http://www.cccco.edu>



October 21, 2017

To: Chief Executive Officers
Chief Instructional Officers
Chief Student Services Officers
Career Education (CTE) Deans
Regional Consortia Chairs & Other WED Grantees

From: Van Ton-Quinlivan Vice Chancellor,
CCCCO Workforce & Digital Futures

CC: Javier Romero, Dean, CCCCCO Workforce & Economic Development
CCCCO WED Leadership & Staff
Sector Navigators, Deputy Sector Navigators

Subject: Match Dollars to Promote Industry Sector Projects-in-Common
Year 2 of the Strong Workforce Program

INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)

The CCCCCO Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

**Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

HOW DO I SEEK OUT THE MATCH?

EXHIBIT B

Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to ispics@cccco.edu

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of Sub-Agreements between RSCCD and Kern, Los Rios, Sequoias, Yosemite and West Hills Community College Districts for the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the California Community Colleges 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 Career Technical Education Data Unlocked Initiative implementation partners.

ANALYSIS

The California Community Colleges Chancellor's Office has directed each of the ten, statewide Sector Navigators to develop Industry Sector Projects in Common (ISPIC) with college partners, who will commit matching investments of Strong Workforce Program funds to implement projects featuring industry validated best practices, content, and/or models. Sub-agreements have been developed for six colleges to participate in one of the approved ISPIC projects: the Agriculture Business Microsoft Office Specialist Multi-Regional Projects in Common.

Sub-agreement #	College	District	Amount
17-2220-168	Bakersfield College	Kern CCD	\$20,000
17-2220-169	College of the Sequoias	Sequoias CCD	\$20,000
17-2220-170	Consumnes River College	Los Rios CCD	\$20,000
17-2220-171	Modesto Junior College	Yosemite CCD	\$20,000
17-2220-172	Porterville College	Kern CCD	\$20,000
17-2220-173	West Hills College Lemoore	West Hills CCD	\$20,000

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: \$120,000.00 (grant-funded)	Board Date: March 26, 2018
Prepared by: Sarah Santoyo, Executive Director of 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
KERN COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Kern Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the **Bakersfield 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 an **Industry Sector Projects in Common (ISPIC), the Agriculture Business Microsoft Specialist Certification project**, hereinafter “Project,” which is supported by 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 approved ISPIC Agricultural Business Microsoft Specialist Certification project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$20,000.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

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17. 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, 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:

Anthony Cordova, Program Director CTE

Bakersfield College

1801 Panorama Drive

Bakersfield, CA 93305

anthony.cordova@bakercollege.edu, (661) 395-4787

18. 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.

19. 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: *Kern Community
College District*

By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: March 26, 2018

By: _____

Name: _____

Title: _____

Date: _____

95-6006644
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

Agriculture Business Microsoft Office Specialist Cert. #ISPIC

Description

DESCRIPTION: "Project provides funds to purchase MOS site license enabling college to become a testing center as well as funds to help trouble shoot, for curriculum needs, and attendance at sector convening's to report on the project. Participating instructors must attend the Statewide Curriculum Committee or MOS group meetings; meet with collaborative of teachers participating in this ISPIC twice a year in December and June at Mid-Winter and CATA Summer Conference. College must also provide student data

INDUSTRY SECTORS: Agriculture, Water & Environmental Technologies;

START DATE: Mon Jan 01 2018

END DATE: Sat Jun 30 2018

LEAD INSTITUTION: Statewide

READ THE SWP LEGISLATION: Yes

MEETS REQUIREMENTS OF SWP LEGISLATION: Yes

WHAT NEEDS MOTIVATE THIS PROJECT AND HOW WILL THE PROJECT ADDRESS THESE NEEDS?

Industry Certifications are an important part of a student's educational career. Ag business does not have many opportunities for certificates. The MOS certificate seems to offer an advantage to students and can be beneficial to Ag Business students as they enter the workforce. This will also provide an opportunity for industry certs in Ag Business. Studies show employment candidates with certifications are 50% more likely to be hired fulltime and receive 10-15% higher wages on average. Additionally 85% of supervisors report that employees with certifications are more productive and require less supervision.

Contacts

<p>Institution Lead Contact</p> <p>Dustin Sperling Grant Program Director - Career & Technical Programs SperliD@crc.losrios.edu 916-691-7235</p>	<p>Institution Lead Contact</p> <p>Kris Costa Dean of Career Technical Education kriscosta@whccd.edu 559-925-3218</p>	<p>Institution Lead Contact</p> <p>Holly Nolan Chavez hchavez@hancockcollege.edu</p>
<p>Institution Lead Contact</p> <p>Louann Waldner Provost/Dean, Agriculture louannw@cos.edu 559-688-3050</p>	<p>Institution Lead Contact</p> <p>Anthony Cordova Program Director CTE anthony.cordova@bakersfieldcollege.edu 661-395-4787</p>	<p>Institution Lead Contact</p> <p>Jenni Abbott Dean of Institutional Effectiveness abbottj@mjc.edu 209-575-7795</p>
<p>Institution Lead Contact</p> <p>Jim Andersen Dean CTE andersen.j@mccd.edu 209-384-6396</p>	<p>Institution Lead Contact</p> <p>Tamara Smee CTE Program Manager tamara.smee@portervillecollege.edu (559) 791-2299</p>	<p>Proposal Lead Contact</p> <p>Nancy Gutierrez Ag., Water, Environment Sector Navigator nancy.gutierrez@reedleycollege.edu 559-637-2530</p>

Labor Market Information

Agriculture Finance And Business

OCCUPATIONS:

13-2041 Credit Analysts

11-9013 Farmers, Ranchers, and Other Agricultural Managers

REGION: Statewide

PROGRAMS:

College of the Sequoias - Agriculture Business, Sales, and Service (011200)

Bakersfield College - Agriculture Business, Sales, and Service (011200)

Cosumnes River College - Agriculture Business, Sales, and Service (011200)

Modesto Junior College - Agriculture Business, Sales, and Service (011200)

West Hills College Lemoore - Agriculture Business, Sales, and Service (011200)

Porterville College - Agriculture Business, Sales, and Service (011200)

VALIDATED EMPLOYER INPUT: Careers in Ag Salary Charts.pdf

Outcomes

Investment Plan

Participating colleges will receive funds to purchase the MOS License to test and certify their agriculture business students as Microsoft Office Specialists. The Ag Business ADT includes the ag computers C-ID approved course. This course prepares students to test for the MOS certification. IT is an easy way to certify students in skills we have been teaching them for years and provide them with a certification from industry that they can use in their application for employment.

Occupational Clusters

College Of The Sequoias - Agriculture Business, Sales, And Service (011200)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	-	2015-16

3/14/2018

Bakersfield College - Agriculture Business, Sales, And Service (011200)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	-	2015-16
Number of Students Who Got a Degree or Certificate	-	2015-16

Cosumnes River College - Agriculture Business, Sales, And Service (011200)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	-	2016-17

Modesto Junior College - Agriculture Business, Sales, And Service (011200)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	181	2014-15
Number of Students Who Got a Degree or Certificate	29	2014-15
Number of Students Who Transferred	12	2014-15

West Hills College Lemoore - Agriculture Business, Sales, And Service (011200)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	-	2017-18
Change in Earnings	-	2017-18

Porterville College - Agriculture Business, Sales, And Service (011200)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	-	2015-16

Task Force Recommendations

Student Success

1. Broaden and enhance career exploration and planning, work-based learning opportunities, and other supports for students.
2. Improve CTE student progress and outcomes.

Curriculum

11. Develop, identify and disseminate effective CTE practices.

Regional Coordination

17. Strengthen communication, coordination, and decision-making between regional CTE efforts and the colleges to meet regional labor market needs.

Workplan

Risks

There is not a huge risk; the only issue could be if the students are not learning the skills they need in order to pass the test. In that case the instructor will work on the classroom instruction as appropriate for their college.

RESPONSIBLE PERSON: Nancy Gutierrez (nancy.gutierrez@reedleycollege.edu)

LEAD INSTITUTION OR PARTNER: Reedley College

PARTICIPATING INSTITUTIONS: College of the Sequoias, Bakersfield College, Modesto Junior College, Cosumnes River College, West Hills College Lemoore, Porterville College

ACTIVITY TIMEFRAME: Year 1, Year 2, Year 3

MAJOR ACTIVITIES: Colleges will begin testing students to be certified as Microsoft Office Specialists.

MAJOR OUTCOMES: A recent advisory committee reinforced the need for students to have skills in Excel, word, Office and a clear indication of their skill level was a key area that HR managers look for in hiring. Outcomes will include increased job attainment for students and maintaining their position in a company. Additionally an outcome will be an increase in students receiving certificates and degrees.

Budget Breakdown

Bakersfield College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$20,000
----------------------------	--------------------------	--	----------

Purchase MOS certification site license; materials for classroom and troubleshooting as well as PD for teachers if needed. 10000 dollars will be match in kind from Bakersfield College.

College of the Sequoias	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$20,000
--------------------------------	--------------------------	--	----------

Purchase MOS certification site license; materials for classroom and troubleshooting as well as PD for teachers if needed

Modesto Junior College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$20,000
-------------------------------	--------------------------	--	----------

Purchase MOS certification site license; materials for classroom and troubleshooting as well as PD for teachers if needed

Cosumnes River College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$20,000
Purchase MOS certification site license; materials for classroom and troubleshooting as well as PD for teachers if needed			
West Hills College Lemoore	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$20,000
Purchase MOS certification site license; materials for classroom and troubleshooting as well as PD for teachers if needed			
Porterville College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$20,000
Purchase MOS certification site license; materials for classroom and troubleshooting as well as PD for teachers if needed			

Budget Totals

INSTITUTION	CODE	TOTAL
Bakersfield College	5000 - Other Operating Expenses and Services	\$20,000
	Bakersfield College Total:	\$20,000
College of the Sequoias	5000 - Other Operating Expenses and Services	\$20,000
	College of the Sequoias Total:	\$20,000
Cosumnes River College	5000 - Other Operating Expenses and Services	\$20,000
	Cosumnes River College Total:	\$20,000
Modesto Junior College	5000 - Other Operating Expenses and Services	\$20,000
	Modesto Junior College Total:	\$20,000
Porterville College	5000 - Other Operating Expenses and Services	\$20,000
	Porterville College Total:	\$20,000
West Hills College Lemoore	5000 - Other Operating Expenses and Services	\$20,000
	West Hills College Lemoore Total:	\$20,000
	TOTAL PROJECT COST:	\$120,000



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NOVA Site Version: 3.2.0

STATE OF CALIFORNIA

ELOY ORTIZ OAKLEY, CHANCELLOR

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400
SACRAMENTO, CA 95811-6549
(916) 322-4005
<http://www.cccco.edu>



October 21, 2017

To: Chief Executive Officers
Chief Instructional Officers
Chief Student Services Officers
Career Education (CTE) Deans
Regional Consortia Chairs & Other WED Grantees

From: Van Ton-Quinlivan Vice Chancellor,
CCCCO Workforce & Digital Futures

CC: Javier Romero, Dean, CCCCCO Workforce & Economic Development
CCCCO WED Leadership & Staff
Sector Navigators, Deputy Sector Navigators

Subject: Match Dollars to Promote Industry Sector Projects-in-Common
Year 2 of the Strong Workforce Program

INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)

The CCCCCO Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

**Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

HOW DO I SEEK OUT THE MATCH?

EXHIBIT B

Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to ispics@cccco.edu

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SEQUOIAS COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Sequoias Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the **College of the Sequoias**. 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 an **Industry Sector Projects in Common (ISPIC), the Agriculture Business Microsoft Specialist Certification project**, hereinafter “Project,” which is supported by 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 approved ISPIC Agricultural Business Microsoft Specialist Certification project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$20,000.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. Expenditure of Grant Funds

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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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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:

Louann Waldner, Provost/Dean, Agriculture
College of the Sequoias
915 S. Mooney Blvd
Visalia, CA 93277
louannw@cos.edu, (559) 688-3050

18. 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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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: *Sequoias Community
College District*

By: _____
Name: Peter J. Hardash

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Board Approval Date: March 26, 2018

By: _____
Name: _____

Title: _____

Date: _____

94-6003004

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

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Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
LOS RIOS COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Los Rios Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the **Consumnes River 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 an **Industry Sector Projects in Common (ISPIC), the Agriculture Business Microsoft Specialist Certification project**, hereinafter “Project,” which is supported by 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 approved ISPIC Agricultural Business Microsoft Specialist Certification project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$20,000.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Dustin Sperling, Grant Program Director - Career & Technical Programs
Consumnes River College
8401 Center Pkwy,
Sacramento, CA 95823
SperliD@crc.losrios.edu, (916) 691-7235

18. 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.

19. 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: *Los Rios Community
College District*

By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: March 26, 2018

By: _____

Name: _____

Title: _____

Date: _____

94-1576340
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
YOSEMITE COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Yosemite Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the **Modesto Junior 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 an **Industry Sector Projects in Common (ISPIC), the Agriculture Business Microsoft Specialist Certification project**, hereinafter “Project,” which is supported by 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 approved ISPIC Agricultural Business Microsoft Specialist Certification project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$20,000.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Jenni Abbott, Dean of Institutional Effectiveness
Modesto Junior College
435 College Avenue
Modesto, CA 95350
abbottj@mjc.edu, (209) 575-7795

18. 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.

19. 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: *Yosemite Community
College District*

By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: March 26, 2018

By: _____

Name: _____

Title: _____

Date: _____

52-1566989

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
KERN COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Kern Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the **Porterville 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 an **Industry Sector Projects in Common (ISPIC), the Agriculture Business Microsoft Specialist Certification project**, hereinafter “Project,” which is supported by 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 approved ISPIC Agricultural Business Microsoft Specialist Certification project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$20,000.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

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ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Tamara Smee, CTE Program Manager

Porterville College

100 E. College Ave

Porterville, CA 93257

tamara.smee@portervillecollege.edu, (559) 791-2299

18. 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.

19. 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: *Kern Community
College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

95-6006644

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
WEST HILLS COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and West Hills Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the **West Hills College Lemoore**. 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 an **Industry Sector Projects in Common (ISPIC), the Agriculture Business Microsoft Specialist Certification project**, hereinafter “Project,” which is supported by 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 approved ISPIC Agricultural Business Microsoft Specialist Certification project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$20,000.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Kris Costa, Dean of Career Technical Education
West Hills College Lemoore
555 College Ave
Lemoore, CA 93245
kriscosta@whccd.edu, (559) 925-3218

18. 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.

19. 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: *West Hills
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

77-0323447
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of Sub-Agreements between RSCCD and Contra Costa, Grossmont-Cuyamaca, Los Angeles, MiraCosta, North Orange County, Ohlone, Pasadena Area, Peralta, San Diego, San Francisco, San Mateo County, Southwestern, and Ventura County 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 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 Career Technical Education Data Unlocked Initiative implementation partners.

ANALYSIS

The California Community Colleges Chancellor's Office has directed each of the ten, statewide Sector Navigators to develop Industry Sector Projects in Common (ISPICS) with college partners, who will commit matching investments of Strong Workforce Program funds to implement projects featuring industry validated best practices, content, and/or models. Sub-agreements have been developed for fifteen colleges to participate in one of the approved ISPICS projects: the Biotechnology Supply Chain Multi-Regional Projects in Common.

Sub-agreement #	College	District	Amount
17-2220-152	City College of San Francisco	San Francisco CCD	\$7,750.00
17-2220-153	Contra Costa College	Contra Costa CCD	\$19,800.00
17-2220-154	Fullerton College	North Orange County CCD	\$92,000.00
17-2220-155	Grossmont College	Grossmont-Cuyamaca CCD	\$7,320.00
17-2220-156	LA Harbor College	Los Angeles CCD	\$38,851.00
17-2220-157	LA Mission College	Los Angeles CCD	\$22,700.00
17-2220-158	Laney College	Peralta CCD	\$1,500.00
17-2220-159	Merritt College	Peralta CCD	\$2,000.00
17-2220-160	MiraCosta College	MiraCosta CCD	\$17,150.00
17-2220-161	Moorpark College	Ventura County CCD	\$20,000.00
17-2220-162	Ohlone College	Ohlone CCD	\$14,000.00
17-2220-163	Pasadena City College	Pasadena Area CCD	\$22,550.00

Sub-agreement #	College	District	Amount
17-2220-164	San Diego Miramar College	San Diego CCD	\$105,000.00
17-2220-165	Skyline College	San Mateo County CCD	\$2,000.00
17-2220-166	Southwestern College	Southwestern CCD	\$2,500.00

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: \$375,121.00 (grant-funded)	Board Date: March 26, 2018
Prepared by: Sarah Santoyo, Executive Director of 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
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and San Francisco Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the **City College of San Francisco**. 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$7,750.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Dr. Robert Del Vecchio, Biotechnology Program Coordinator
City College of San Francisco
50 Phelan Ave
San Francisco, CA 94112
rdelvecc@ccsf.edu, (415) 236-3096

18. 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.

19. 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 Francisco
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

94-1721925

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

Supply Chain Multi-Regional Projects in Common #ISPIC

Description

DESCRIPTION: College students gain industry-relevant skills by producing reagents, plates, or other materials using quality assurance and quality control, including documentation, writing/following SOPs, and testing. Products are used in High School Biotech classes. Support available for curriculum development, industry personnel assistance, faculty training/professional development, labels for products that go to High Schools ("Made by Students at ____ College"), and supplies.

INDUSTRY SECTORS: Life Sciences/Biotech;

START DATE: Mon Jan 15 2018

END DATE: Tue Jan 15 2019

LEAD INSTITUTION: San Diego Miramar College

READ THE SWP LEGISLATION: Yes

MEETS REQUIREMENTS OF SWP LEGISLATION: Yes

WHAT NEEDS MOTIVATE THIS PROJECT AND HOW WILL THE PROJECT ADDRESS THESE NEEDS?

Employers have identified quality and regulatory positions as hard to fill throughout the state. Life sciences/biotechnology industries that are regulated by the FDA include food, drugs, medical devices, diagnostics, biologic, and nutritional supplements. The FDA regulates more than \$1 trillion of consumer goods or about 25% of consumer expenditures in the United States. This includes \$466 billion in food sales, \$275 billion in drugs, \$60 billion in cosmetics, and \$18 billion in vitamin supplements.¹ The California Biomedical 2015 Industry Report produced by the California Health Institute (CHI) included a letter from California Governor Jerry Brown stating that, "California leads the nation in the biomedical industry, supporting highly skilled and well-paying jobs in communities across the state.... Last year, California enacted several laws to strengthen our life sciences community and maintain our competitive position, including AB 93 and SB 90, which made targeted investments in the sector... The State of California is committed to supporting innovation and fostering the biomedical industry. I look forward to continuing to work with leaders from companies and research institutions throughout the state to find solutions that advance new medical technologies, strengthen our economy and contribute to a healthier society." Data in the 2015 CHI Industry Report supports Governor Brown's statements and commitment to the growing biomedical industry: • \$101 billion in total revenues • \$27.4 billion in total wages • \$3.8 billion in venture capital investment In 2013 California's biomedical industry employed more than 270,000 people, with an average salary of \$101,540. California's biomedical exports in 2013 increased to \$22.2 billion from \$20.9 billion in 2012. The economic impact of the life sciences goes far beyond the companies that develop drugs, devices and diagnostics. Hundreds of thousands more Californians such as those working in real estate or as patent agents, support the sector. As a result, the Life Sciences Sector is a key factor in sustaining economic growth and manufacturing throughout California. Workforce Gap: Regulatory and Quality Assurance/Control Professionals The Life Sciences Industry/Biotechnology Subsectors share a common need: to comply with FDA regulations. These regulations are a set of quality procedures, called collectively GxPs: Good Manufacturing Practices, Good Laboratory Practices, Good Clinical Practices, and Good Documentation Practices. GxPs are the essence of quality systems and regulatory practices that are essential to the economic health of the industry. Without a trained core workforce, companies cannot thrive in California. Regulatory/quality affairs professionals have the GxP skills and knowledge to help companies comply with FDA regulations and those of other accrediting bodies (e.g., International Organization for Standardization-ISO). Failure to adequately comply with the complex regulatory and quality standards results in costly recalls and consent decrees that will collapse the infrastructure of a company, not to mention the impact on human health and safety. Managing and ensuring quality is crucial for business integrity. Employees who address quality control (product based) or quality assurance (process based) reduce risk, save costly replacement of goods, and maintain customer satisfaction. Regulatory/quality affairs professionals come from diverse backgrounds. Although most have earned a Bachelor's Degree in a STEM field, they were not prepared for these jobs in their degree programs. Most earned their positions through years of internal on the job training opportunities. According to Rx Research Services Inc., "Companies turn to recruiters for hard to fill quality and regulatory positions. They are looking for a mix of on the job experience and a body of regulatory knowledge which is missing in most recent grads. Companies do this because they do not want to risk the fate of their company to an inexperienced team." As a result, this workforce is extremely hard to find; companies often hire by recruiting or 'stealing' employees from each other. Adding to this workforce gap is an evolving regulatory landscape as new technologies come online. For example, in 2011, the federal government enacted into law the Food Safety Modernization Act (FSMA). The FDA began enforcement of FSMA on Oct. 1, 2015 causing food and nutraceutical/vitamin companies to scramble to build a quality regulatory workforce. As life sciences/biotechnology innovative products evolve, so will the ever expanding regulatory landscape. The Training Gap: Why It Exists and How It Will Be Addressed The Life Sciences Sector is experiencing what recruiters call Structural Unemployment, which happens when the skills possessed by the unemployed or underemployed worker do not match the requirements of the job postings. In spite of the clamor for STEM professionals, a close look by the US Census Bureau², finds that many individuals with STEM degrees are not currently employed in their field of study. In fact, many have trouble finding entry level work. Shockingly, only 14% of bachelor's degree holders in the biological sciences are working in their field of study. Typically two-year and four-year colleges do not introduce the idea of quality/regulatory careers and have no curriculum or work experience programs to fill this gap. The reason so many individuals with a STEM background are lacking quality and regulatory knowledge and skills is because most STEM programs are taught from a research perspective, which demonstrates proof of concept, rather than a quality and regulatory perspective, which demonstrates compliance. Most instructors have been trained in a research environment and have never worked in an industry setting or been exposed to quality and regulatory, so they do not think in those terms, and do not teach quality and regulatory to their students. Supply Chain Multi-Region Projects in Common addresses this gap in several ways by offering:

- Regulatory training for instructors.
- Opportunities for instructors to do industry externships – experiences in companies where instructors learn about regulatory within the job settings where their students will be working.
- Curriculum development support to allow instructors to create new regulatory courses or add regulatory modules to existing courses.
- Workshops and curriculum that instructors can use as a recruiting tool to introduce college and high school students to biotechnology.
- Opportunities for instructors to design and/or implement courses, modules, or workshops in which the students apply industry-relevant biotech lab skills under regulatory conditions to produce products such as plates, reagents, or slides that will be used by students in other college or high school classes (supply chain). The Supply Chain Multi-Region Projects in Common is designed to help instructors teach the high-demand industry skills (quality and regulatory) to their students that will help their students get jobs in their field of study and at the same time address the employment gap. 1 Gardiner Harris (November 2, 2008). "The Safety Gap". New York Times Magazine RFA 15-191 San Diego Miramar College Innovative Apprenticeships for Life Sciences 6 2 <http://www.governing.com/news/headlines/gov-where-stem-graduates-are-finding-jobs.htm>

Contacts

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Proposal Lead Contact Dr. Terri Quenzer Sector Navigator, Life Sciences/Biotech tquenzer@sdccd.edu 619-388-7284		

Labor Market Information

Supply Chain Projects

OCCUPATIONS:

19-1012 Food Scientists and Technologists
 19-4021 Biological Technicians
 19-4099 Life, Physical, and Social Science Technicians, All Other
 19-1029 Biological Scientists, All Other
 13-1041 Compliance Officers

REGION: Statewide

PROGRAMS:

Ohlone College - Biotechnology and Biomedical Technology (043000)
 Merritt College - Biotechnology and Biomedical Technology (043000)
 City College of San Francisco - Biotechnology and Biomedical Technology (043000)
 Contra Costa College - Biotechnology and Biomedical Technology (043000)
 Skyline College - Biotechnology and Biomedical Technology (043000)
 Laney College - Biotechnology and Biomedical Technology (043000)
 Moorpark College - Biotechnology and Biomedical Technology (043000)
 Pasadena City College - Biotechnology and Biomedical Technology (043000)
 LA Mission College - Biotechnology and Biomedical Technology (043000)
 LA Harbor College - Biotechnology and Biomedical Technology (043000)
 West LA College - Biotechnology and Biomedical Technology (043000)
 Fullerton College - Biotechnology and Biomedical Technology (043000)
 MiraCosta College - Biotechnology and Biomedical Technology (043000)
 San Diego Miramar College - Biotechnology and Biomedical Technology (043000)
 Grossmont College - Biotechnology and Biomedical Technology (043000)
 Southwestern College - Biotechnology and Biomedical Technology (043000)

LMI LIBRARY REPORTS DATA: [biotech-life-sciences-middle-skills-report-revised.pdf](#)

Outcomes

3/5/2018

Investment Plan

The Supply Chain Multi-Regional Project invests in colleges by helping faculty sustainably embed curriculum into their Biotechnology programs that will provide students with high-demand entry-level skills that align with employer need, specifically Quality and Regulatory skills needed to manufacture products. This project leverages best practices used at Skyline College, Ohlone College, Laney College, and San Diego Miramar College, as well as other colleges that have applied Strong Workforce funds to teach quality and regulatory skills. Best practices will be scaled up in programs at colleges throughout the state. The funds will provide support to colleges for professional development, including faculty training and industry externships, curriculum development, and course development. Since most science faculty are educated in a research environment rather than a quality/regulatory environment, it's often difficult for those faculty to effectively teach the detail-oriented quality/regulatory skills to their students, and those activities are often skipped. By participating in quality/regulatory training and also having the opportunity to become CQIA certified, faculty will embed quality/regulatory into their curriculum. Several colleges have requested that most or all of their Biotechnology faculty are CQIA-trained, which will expose their students to quality/regulatory in more Biotechnology classes and reinforce those skills. Since most faculty have not worked in an industry setting, industry externships provide faculty with a unique opportunity to learn exactly what's expected of the students they are training. The experience helps faculty build those expectations into their curriculum so that their students are better prepared. The funds will also provide support that enables students to do supply chain activities, those activities in which the students manufacture products such as reagents and plates under quality/regulatory guidelines that are in turn used in other Biotechnology and Biology labs. Those products also get distributed to local high schools where they are used in Biotechnology labs by hundreds of high school students at huge cost-savings to the high schools in addition to exposing high school students to Biotechnology opportunities at the local Community Colleges. This project is expected to improve enrollment, completion of certificates, and employment in a job closely related to their field of study. The high industry demand for entry-level employees with quality/regulatory skills means that more students will enroll in and complete Biotech programs that will qualify them for good-paying industry jobs.

Occupational Clusters**Ohlone College - Biotechnology And Biomedical Technology (043000)**

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	155	2016-17
Number of Students Who Got a Degree or Certificate	18	2016-17

Merritt College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	445	2016-17
Number of Students Who Got a Degree or Certificate	15	2017-18

City College Of San Francisco - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	265	2016-17
Employed in Two Quarters After Exit	77	2014-15
Employed in Four Quarters After Exit	69	2014-15
Job Closely Related to Field of Study	83	2014-15

Contra Costa College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	134	2015-16
Number of Students Who Got a Degree or Certificate	6	2015-16
Number of Students Who Transferred	6	2014-15

Skyline College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	14	2017-18

Laney College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	238	2014-15
Number of Students Who Got a Degree or Certificate	34	2014-15
Number of Students Who Transferred	8	2014-15

Moorpark College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	9	2017-18

Pasadena City College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	115	2016-17
Number of Students Who Got a Degree or Certificate	7	2016-17

3/5/2018

LA Mission College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	-	2017-18
Number of Students Who Got a Degree or Certificate	-	2017-18
Number of Students Who Transferred	-	2017-18

LA Harbor College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	-	2017-18
Number of Students Who Got a Degree or Certificate	-	2017-18

West LA College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	-	2017-18
Number of Students Who Got a Degree or Certificate	-	2017-18

Fullerton College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	591	2016-17
Number of Students Who Got a Degree or Certificate	64	2016-17

MiraCosta College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	308	2015-16
Number of Students Who Got a Degree or Certificate	17	2015-16

San Diego Miramar College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	692	2015-16
Number of Students Who Got a Degree or Certificate	33	2015-16

Grossmont College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	-	2017-18

Southwestern College - Biotechnology And Biomedical Technology (043000)

METRIC	BASELINE	BASELINE YEAR
Number of Enrollments	412	2016-17
Number of Students Who Got a Degree or Certificate	6	2017-18
Employed in Four Quarters After Exit	5	2017-18
Job Closely Related to Field of Study	4	2017-18

Task Force Recommendations**Career Pathway**

3. Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market.

Workplan**Risks**

The biggest risk that might prevent the successful completion of this project is that once the funds are sent to the colleges, there is no mechanism in place for accountability. Eligibility for a potential second round of ISPIC funding could be used for accountability in this first year of ISPIC funding.

RESPONSIBLE PERSON: Terri Quenzer (tquenzer@sdccd.edu)

LEAD INSTITUTION OR PARTNER: San Diego Miramar College

PARTICIPATING INSTITUTIONS: Ohlone College, Merritt College, City College of San Francisco, Contra Costa College, Skyline College, Laney College, Moorpark College, Ventura College, Pasadena City College, LA Mission College, LA Harbor College, LA Pierce College, West LA College, Fullerton College, MiraCosta College, San Diego Miramar College, Grossmont College, Southwestern College, Las Positas College

3/5/2018

ACTIVITY TIMEFRAME: Year 1

MAJOR ACTIVITIES: Activities include instructor training in CQIA and GMP with certification in CQIA, curriculum development to embed in existing courses or for stand alone courses, industry externships, and implementation of supply chain operations in which students manufacture reagents, supplies, and kits under quality and regulatory conditions that will in turn get used by hundreds of students in college biology labs and high school biotechnology labs.

MAJOR OUTCOMES: Quality/regulatory supply chain curriculum will sustainably become embedded in nearly every Biotech program throughout the state, resulting in the following outcomes: increased enrollment in Biotech programs; increased completion of certificates; increased number of students trained with quality/regulatory skills that are in high demand for entry-level biomanufacturing jobs.

Budget Breakdown

San Diego Miramar College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$80,000
Support Supply Chain project professional development for faculty by managing Certified Quality Improvement Associate (CQIA) trainings and Quality workshops for approximately 40 faculty statewide. Deliver at least 2 Quality/Good Manufacturing Practices workshops for faculty statewide.			
San Diego Miramar College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$25,000
Regional ISPIC that will reach all SD County Community Colleges. Funding will cover salary/benefits, Supply Chain Experience supplies, handouts, promotional materials, and an Internship Coordinator Consultant.			
Fullerton College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$92,000
Regional ISPIC funding 4 colleges in Orange County, including Fullerton, Santa Ana, Santiago Canyon, and Irvine Valley Colleges. Funding to support Supply Chain projects, including faculty salaries for designing materials, supervision and set up of workshops, and training/supervising of assistants; Staff salaries for outreach; workshop related expenses.			
Contra Costa College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$19,800
Faculty salary/benefits for Supply Chain projects, including curriculum design, outreach, and partial salary for running newly designed simulated work experience courses.			
Grossmont College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$7,320
Funding for Supply Chain projects, including faculty salaries for coordination, professional development, curriculum development, running workshops; and materials.			
LA Mission College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$22,700
Funding for Supply Chain projects, including faculty costs for high school summer workshop and curriculum development; student scholarships; equipment; supplies for GMP workshops; materials for high school workshops; mileage to high schools.			
Laney College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$1,500
Supplies to manufacture Supply Chain products and stipend for curriculum development.			
MiraCosta College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$17,150
Funding for Supply Chain projects, including faculty salaries for summer externship, stipend for curriculum redesign, stipend for hosting popcorn GMP workshop; lab supplies for BTEC 110 curriculum modifications; printing, food costs for GMP workshop.			
Moorpark College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$20,000
Faculty salaries for instructional design, scripting, and video recording of 3 quality/regulatory workshops for teaching at Moorpark College and to be made available to colleges statewide; staff salaries for videographer and ILT to support workshop design; ILT benefits.			
Ohlone College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$14,000
Funding for Supply Chain projects, including faculty salaries for quality tools workshop stipends and curriculum development, CQIA class instructor, operations class instructor (if needed), faculty stipends for outreach activities to high school and community; student tutor to do outreach; outreach workshops (materials and supplies).			
Pasadena City College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$22,550
Funding for Supply Chain projects, including faculty salaries for externships at local biomanufacturing sites; Staff salaries for popcorn GMP workshop mentors; guest speakers and trip to local biomanufacturing site; Popcorn GMP workshop supplies and promotion, student internships.			
City College of San Francisco	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$7,750
Funding for Supply Chain projects, including faculty salaries and benefits to develop curriculum to teach supply chain principles in classes, coordinate activities for supply chain project, apply for state approval for biotech program certificates; Supplies for pouring LB/Agar plates and plasmid preps; Student lab aid.			
Skyline College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$2,000

Funding for Supply Chain projects, including faculty salary to work as project manager to ensure that students accomplish the paperwork and quality assurance for the Supply Chain project and train students so they can act as Project Manager for Supply Chain projects in subsequent semesters

Merritt College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$2,000
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Funding for Histoscope Supply Chain projects, including faculty salaries for development, implementation, analysis, revision, dissemination of curriculum

LA Harbor College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$38,851
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Funding for Supply Chain projects, including faculty salaries/benefits for curriculum and course development, externship and professional development trainings; instructional materials and supplies for Popcorn GMP.

Southwestern College	SWP Regional Share (40%)	5000 - Other Operating Expenses and Services	\$2,500
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Funding for Supply Chain projects, including faculty salaries for curriculum development and professional development; supplies; printing.

Budget Totals

INSTITUTION	CODE	TOTAL
City College of San Francisco	5000 - Other Operating Expenses and Services	\$7,750
	City College of San Francisco Total:	\$7,750
Contra Costa College	5000 - Other Operating Expenses and Services	\$19,800
	Contra Costa College Total:	\$19,800
Fullerton College	5000 - Other Operating Expenses and Services	\$92,000
	Fullerton College Total:	\$92,000
Grossmont College	5000 - Other Operating Expenses and Services	\$7,320
	Grossmont College Total:	\$7,320
LA Harbor College	5000 - Other Operating Expenses and Services	\$38,851
	LA Harbor College Total:	\$38,851
LA Mission College	5000 - Other Operating Expenses and Services	\$22,700
	LA Mission College Total:	\$22,700
Laney College	5000 - Other Operating Expenses and Services	\$1,500
	Laney College Total:	\$1,500
Merritt College	5000 - Other Operating Expenses and Services	\$2,000
	Merritt College Total:	\$2,000
MiraCosta College	5000 - Other Operating Expenses and Services	\$17,150
	MiraCosta College Total:	\$17,150
Moorpark College	5000 - Other Operating Expenses and Services	\$20,000
	Moorpark College Total:	\$20,000
Ohlone College	5000 - Other Operating Expenses and Services	\$14,000
	Ohlone College Total:	\$14,000
Pasadena City College	5000 - Other Operating Expenses and Services	\$22,550
	Pasadena City College Total:	\$22,550
San Diego Miramar College	5000 - Other Operating Expenses and Services	\$80,000
San Diego Miramar College	5000 - Other Operating Expenses and Services	\$25,000
	San Diego Miramar College Total:	\$105,000
Skyline College	5000 - Other Operating Expenses and Services	\$2,000
	Skyline College Total:	\$2,000
Southwestern College	5000 - Other Operating Expenses and Services	\$2,500
	Southwestern College Total:	\$2,500
	TOTAL PROJECT COST:	\$375,121



STATE OF CALIFORNIA

ELOY ORTIZ OAKLEY, CHANCELLOR

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400
SACRAMENTO, CA 95811-6549
(916) 322-4005
<http://www.cccco.edu>



October 21, 2017

To: Chief Executive Officers
Chief Instructional Officers
Chief Student Services Officers
Career Education (CTE) Deans
Regional Consortia Chairs & Other WED Grantees

From: Van Ton-Quinlivan Vice Chancellor,
CCCCO Workforce & Digital Futures

CC: Javier Romero, Dean, CCCCCO Workforce & Economic Development
CCCCO WED Leadership & Staff
Sector Navigators, Deputy Sector Navigators

Subject: Match Dollars to Promote Industry Sector Projects-in-Common
Year 2 of the Strong Workforce Program

INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)

The CCCCCO Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

**Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

HOW DO I SEEK OUT THE MATCH?

EXHIBIT B

Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to ispics@cccco.edu

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CONTRA COSTA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Contra Costa Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **Contra Costa 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (*i.e., Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$19,800.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Dr Katherine Krolkowski, Professor of Biology and Biotechnology
Contra Costa College
2600 Mission Bell Drive
San Pablo, CA 94806
kkrolkowski@contracosta.edu, (510) 215-3990

18. 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.

19. 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: *Contra Costa
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

68-0342035

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and North Orange County Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **Fullerton 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$92,000.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Dr. Jo Wu, Professor of Biology
Fullerton College
321 E. Chapman Ave
Fullerton, CA 92832
jwu@fullcoll.edu, (714) 992-7459

18. 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.

19. 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: *North Orange
County Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

95-2394131

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Grossmont-Cuyamaca Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **Grossmont 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$7,320.00 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 the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Steven Miller Ph.D, Adjunct Professor of Biology
Grossmont College
8800 Grossmont College Drive
El Cajon, CA 92020
stevenwmiller.biology@gcccd.edu, (858) 337-8558

18. 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.

19. 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: *Grossmont-Cuyamaca Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

95-6006652

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
LOS ANGELES COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Los Angeles Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **Los Angeles Harbor 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (*i.e., Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$38,851.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Sandra Sanchez, Dean, Economic & Workforce Development
LA Harbor College
1111 Figueroa Place
Wilmington, CA 90744
sanches@lahc.edu, (310) 233-4042

18. 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.

19. 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: *Los Angeles
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

95-2587354

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
LOS ANGELES COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Los Angeles Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **Los Angeles Mission 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$22,700.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Dr. Par Mohammadian, Director, Allied Health

LA Mission College

13356 Elridge Ave

Sylmar, CA 91342

mohammp@lamission.edu, (818) 833-3424

18. 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.

19. 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: *Los Angeles
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

95-2587355

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
PERALTA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Peralta Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **Laney 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$1,500.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Dr. Leslie Blackie, Bio-Manufacturing Program Director

Laney College

900 Fallon Street

Oakland, CA 94607

lblackie@peralta.edu, (707) 853-4112

18. 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.

19. 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: *Peralta Community
College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

94-1590799

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
PERALTA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Peralta Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **Merritt 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (*i.e., Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$2,000.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Gisele Giorgi, Bioscience Program Director
Merritt College
12500 Campus Drive
Oakland, CA 94619
ggiorgi@peralta.edu, (510) 409-4837

18. 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.

19. 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: *Peralta Community
College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

94-1590799

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
MIRACOSTA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and MiraCosta Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **MiraCosta 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (*i.e., Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$17,150.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Dr. Barbara Juncosa Ph.D., Biotechnology Professor
MiraCosta College
1 Barnard Drive
Oceanside, CA 92056
bjuncosa@miracosta.edu, (760) 757-2121 x 6214

18. 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.

19. 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: *MiraCosta
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

95-6006662

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Ventura County Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **Moorpark 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (*i.e., Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$20,000.00 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 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. Matching Contributions

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Dr. Subhash Karkare, Professor
Moorpark College
7075 Campus Drive Rd
Moorpark, CA 93021
skarkare@vcccd.edu, (805) 553-4712

18. 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.

19. 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: *Ventura County
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

95-2224338

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
OHLONE COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Ohlone Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **Ohlone 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$14,000.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Laurie Issel-Tarver, Assistant Professor
Ohlone College
43600 Mission Blvd
Fremont, CA 94539
lisseltarver@ohlone.edu, (510) 742-2363

18. 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.

19. 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: *Ohlone Community
College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

974-2378181

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
PASADENA AREA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Pasadena Area Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **Pasadena City 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$22,550.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Dr. Aron Kamajaya. Adjunct Faculty
Pasadena City College
1570 E. Colorado Blvd
Pasadena, CA 91106
akamajaya@pasadena.edu, (626) 215-5635

18. 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.

19. 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: *Pasadena Area
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

95-2505000

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SAN DIEGO AREA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and San Diego Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **San Diego Miramar 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$105,000.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Dr. Terri Quenzer, Sector Navigator, Life Sciences/Biotech
San Diego Miramar College
10440 Black Mountain Rd
San Diego, CA 92126
tquenzer@sdccd.edu, (619) 388-7284

18. 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.

19. 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: March 26, 2018

95-2644299

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and San Mateo County Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **Skyline 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$2,000.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, 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:

Nick Kapp, Professor
Skyline College
3300 College Drive
San Bruno, CA 94066
kapp@smccd.edu, (650) 738-4415

18. 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.

19. 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 Mateo County
Community College District*

By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: March 26, 2018

By: _____

Name: _____

Title: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Southwestern Community College District (hereinafter “SUBCONTRACTOR”), on behalf of **Southwestern 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 an **Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project**, hereinafter “Project,” which is supported by 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 approved ISPIC Biotechnology-Supply Chain project (*i.e., Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to implement the project until June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$2,500.00 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 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. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Executive Director of Resource Development
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. 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.

9. 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.

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. Subcontract Assignment

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.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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, Executive Director of Resource Development
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
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Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Dr. Meg Eckles, Biotechnology Program Faculty Lead
Southwestern College
900 Otay Lakes Rd
Chula Vista, CA 91910
meckles@swccd.edu, (619) 885-7003

18. 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.

19. 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: *Southwestern
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: March 26, 2018

95-6006659

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: 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.*)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: March 26, 2018
Re:	Approval of First Amendment to Sub-Agreement between RSCCD and Chaffey Community College District for the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's CTE Data Unlocked Initiative to support Career Technical Education (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 selected Chaffey Community College District to host the Sector Navigator for Energy, Construction and Utilities. Each Sector Navigator has worked with regions and colleges to participate in Industry Sector Projects in Common (ISPIC) to implement industry-validated best practices and models for workforce development in the sector. On February 26, 2018, a sub-agreement was developed with Chaffey CCD for the Sector Navigator-Energy, Construction and Utilities to implement an ISPIC for the sector (DO-17-2220-151). The Sector Navigator has submitted a more detailed scope of work that was approved by the Chancellor's Office. A first amendment has been developed to include the updated scope of work in the sub-agreement.

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: March 26, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CHAFFEY COMMUNITY COLLEGE DISTRICT**

This **First Amendment** to the grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 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, to amend that certain Agreement between the parties which commenced on February 26, 2018; 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; and WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to implement an Industry Sector Project in Common;

NOW, THEREFORE, the Parties mutually agree as follows:

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.1*), 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.

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 Amendment.

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: March 26, 2018

95-6000558

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A.1 Revised Work Plan/Scope of Work

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective: 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Expand Work-based Learning Planning & Tools (WBL) to colleges offering Facility Management Programs, supporting student internships and employment	WBL added to Facility Management programs as follows: LAOC = 1 college, South Central = 1 college, Bay Area = 1 college	5/18 - Add 1 college	Bruce Greenstein
			10/18 - Add 1 college	Bruce Noble
			12/18 - Add 1 college	Dave Teasdale
1.2	Expand Work-based Learning Planning & Tools (WBL) to colleges offering HVACR Programs, supporting student internships and employment	WBL added to HVACR programs as follows: LAOC = 1 college, South Central = 1 college, Bay Area = 1 college	5/18 - Add 1 college	Bruce Noble
			10/18 - Add 1 college	Dave Teasdale
			12/18 - Add 1 college	Bruce Greenstein
1.3		Total ISPIC funding = \$60,000		

5.5 (4)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective: 2

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Develop themes and messages for 13 career videos through interviews and focus groups	Themes and messaging complete	5/18 - themes defined for all videos 6/18 - Messaging complete for 4 occupations 7/18 - Messaging complete for 3 occupations 8/18 - Messaging complete for 3 occupations	Jim Caldwell Jim Caldwell Jim Caldwell Jim Caldwell
2.2	Complete scripting of career videos that link to specific occupations and amplify the effectiveness of Enrollment Concierge	Scripting Complete	7/18 - Scripting complete for 4 videos 8/18 - Scripting complete for 3 videos 9/18 - Scripting complete for 3 videos	Jim Caldwell Jim Caldwell Jim Caldwell

5.5 (5)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective: 2

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.3	Production, posting, and distribution of 13 career videos (Connects to expansion of Enrollment Concierge initiative)	Production, posting, and distribution complete	9/18 - Complete 4 videos 10/18 - Complete 3 videos 11/18 - Complete 3 videos	Jim Caldwell Jim Caldwell Jim Caldwell
2.4		Total ISPIC funding = \$70,000		

5.5 (6)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective:	<u>3</u>
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Compile current labor market research into a curated repository and develop analyses to inform development of a comprehensive marketing and outreach campaign	A readily-accessible curated library of market research; specifications for marketing and outreach campaign	4/18 - Complete compilation	Jim Caldwell
			5/18 - Complete analyses	Jim Caldwell
			5/18 - Draft specifications for marketing campaign	Jim Caldwell
3.2	Develop a branding and marketing strategy that integrates BESP, Automation, and Sustainability into a comprehensive overarching set of themes for marketing and outreach	A comprehensive marketing and branding strategy	4/18 - Define elements to be included in the strategy	Jim Caldwell
			5/18 - Inform analysis of market research	Jim Caldwell
			6/18 - First draft of branding & marketing strategy	Jim Caldwell

5.5 (7)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective: 3

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.3	Cultivate a thought leadership strategy to inform a series of communications, including articles, blogs, Ted Talks, videos, and policymaker briefings	A comprehensive thought leadership strategy	4/18 -Define elements to be included in the strategy 5/18 - Define audiences and communications 6/18 - First draft of thought leadership strategy	Jim Caldwell Jim Caldwell Jim Caldwell
3.4	Launch an integrated branding, marketing, and thought leadership campaign (Connects to BESP, Automation, and Sustainability initiatives in objectives 2, 4, and 5)	Successful statewide launch of branding, marketing, and thought leadership strategy	6/18 - Preliminary launch strategy 8/18 - Pilot launch of the campaign 9/18 - Full launch of the campaign	Jim Caldwell Jim Caldwell Jim Caldwell
3.5	Complete an assessment of the campaign	An assessment that reveals successful strategies and tactics plus opportunities for improvement	6/18 Design assessment 8/18 - Implement assessment plan 12/18 - Complete assessment	Jim Caldwell/ 3rd party assessor Jim Caldwell / 3rd party assessor Jim Caldwell / 3rd party assessor

5.5 (8)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective: 3

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.6		Total ISPIC funding = \$110,000		

5.5 (9)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective: 4

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Complete plans to cultivate Expert Networks that engage faculty and industry in advancing initiatives for BESP, Automation, and Sustainability.	A complete launch plan	4/18 - Convene a small group of faculty champions 5/18 - Complete the launch plan	Jim Caldwell Jim Caldwell
4.2	Convene an Expert Network launch event that encompasses all three initiatives	Convene faculty and industry stakeholders at the California Independent System Operator	4/18 - Complete arrangements for CallSO convening 6/18 - Convene combined expert network meeting	Jim Caldwell Jim Caldwell

5.5 (10)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective: 4

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.3	Convene one Expert Network event for each of the three initiatives	Complete convenings: BESP, Automation, and Sustainability	9/18 - BESP convening 10/18 - Automation convening 11/18 - Sustainability convening	Jon Caffery Jim Caldwell Bruce Noble
4.4		Total ISPIC funding = \$30,000		

5.5 (11)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective: 5

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	Develop a marketing and outreach plan to cultivate "employer ecosystems" that will offer internships and employment opportunities to students in BESP, Automation, and Sustainability programs	Marketing and outreach plan complete	5/18 - convene key stakeholders to develop plan	Jim Caldwell
			6/18 Complete first draft of plan	Jim Caldwell
			8/18 - Finalize the plan	Jim Caldwell
5.2	Launch marketing and outreach campaign in participating regions	Successful campaign launch	7/18 - launch statewide to engage industry participants	Jim Caldwell

5.5 (12)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective: 5

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.3	Convene employers and faculty to plan internships and employment (connects to Objective 1, Work-based Learning)	Complete convenings in three regions	9/18 - Convening in 1st region 10/18 - Convening in 2nd region 11/18 - Convening in 3rd region	Jim Caldwell Regional DSN or Prop 39 Director Regional DSN or Prop 39 Director
5.4	Assess the effectiveness of the employer ecosystem initiative	Complete assessment that identifies succesful strategies and opportunities for improvement	8/18 - Develop assessment plan 12/18 - complete the assessment	Jim Caldwell/ 3rd party assessor Jim Caldwell / 3rd party assessor
5.5		Total ISPIC funding = \$40,000		

5.5 (13)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective:	<u>6</u>
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.1	Develop faculty guide to BESP planning and implementation	Completed faculty guide	4/18 - Develop draft guide 6/18 - complete reviews with selected faculty 8/18 - Finalize guide	Jim Caldwell / Jon Caffery Jon Caffery Jim Caldwell / Jon Caffery
6.2	Create marketing plan for scaling BESP to multiple colleges	Complete marketing plan	7/18 - complete marketing plan draft 8/18 - finalize marketing plan	ECU team ECU team

5.5 (14)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective: 6

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.3	Develop planning schedule with participating colleges	Schedule meetings during Fall semester	8/18 - draft planning schedule 9/18 - Confirm dates with faculty at participating colleges	Regional DSNs and Prop 39 Directors Regional DSNs and Prop 39 Directors
6.4	Complete planning for BESP adaptation at each participating college	Complete planning at colleges as scheduled	10/18 - complete planning at 1st region 11/18 - complete planning at 2nd region 12/18 - complete planning at 3rd region	Regional DSNs and Prop 39 Directors Regional DSNs and Prop 39 Directors Regional DSNs and Prop 39 Directors
6.5		Total ISPIC funding = \$90,000		

5.5 (15)

**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.


Sub-Agreement between RSCCD and Chaffey Community College District

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
Title: Vice Chancellor
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](#).

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

Office of the Chancellor

To: Board of Trustees	Date: March 26, 2018
Re: Adoption of Board Policy	
Action: Request for Approval	

BACKGROUND

The Board Safety Committee met on November 29, 2017 and reviewed BP 7600 – Campus Security Officers. Chief Toni Bland recommended changes to the policy based on the board’s decision to transition to an armed non-sworn security department. The Committee approved the recommended revisions and forwarded to the Board Policy Committee. The Board Policy Committee has not had occasion to meet. Because the policy has been reviewed by the Board Safety & Security Committee and the district currently has armed security officers, it was decided that to facilitate the update of this policy in a timely manner. The policy was presented to the board for a first reading on March 12, 2018 and is now presented for adoption.

ANALYSIS

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies, which comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. Meetings of the Board Safety & Security Committee are noticed per the Brown Act and open to the public. Those interested in this policy had the opportunity to speak on it at the November 29, 2017 meeting. The Board Safety & Security Committee is recommending the attached policy be updated to reflect changes in district policy.

RECOMMENDATION

The administration recommends that the Board adopt the revised Board Policy 7600 – Campus Security Officers.

Fiscal Impact: None	Board Date: March 26, 2108
Prepared by: Debra Gerard, Executive Assistant to the Chancellor	
Submitted by: Debra Gerard, Executive Assistant to the Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

BP 7600 Campus Security Officers

Reference:

Education Code Section 72330.5

The District shall employ campus security officers, who shall provide services as security guards, or patrol persons on or about the facilities owned or operated by the District. Their duties include, but are not limited to protecting persons or property, preventing the theft of District property, and reporting any unlawful activity to the District and local law enforcement.

The Chancellor shall establish district safety policies and procedures necessary for administration of campus security. In addition, the Chancellor shall enter into agreements with local law enforcement, which includes that campus security officers shall cooperate with local law enforcement in performing their duties.

Every campus security officer who works more than twenty hours per week shall complete a course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs as required by Education Code Section 72330.5 (b). If an officer is required to carry a firearm, he or she shall satisfy the training requirements of statutory law, including section 832 of the Penal Code and section 7583.5 of the Business and Professions Code.

Every campus security officer shall meet other requirements set out in Education Code Section 72330.5 and the District.

Adopted: October 28, 2013

Revised: March 26, 2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

March 26, 2018

MANAGEMENT

Change of Assignment

Arteaga, Elizabeth
From: Director
Small Business Initiative
District

Effective: March 8, 2018
From: F-3 \$100,928.33/Year

To: Associate Dean
Business & Career Technical
Education Division
Santiago Canyon College

To: D-1 \$109,400.19/Year

Appointment to Interim Assignment/Employment of Retires STRS Member

Cedillo, Arnulfo
Interim Vice President
Student Services
Santa Ana College

Effective: March 20 – June 30, 2018
Salary Placement: A-7 \$708.24/Day
(Not to Exceed 60 Days)

FACULTY

Approval of 2017/2018 Contract Extension Days

Aguilera, Leonor
Counselor/Professor/Articulation Officer
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: June 4 – June 7, 2018
Contract Extension Days: 4 Days
Contract Extension Rate: \$463.49/Day

Baldizon-Rios, Nena
Counselor/Professor, Extended Opportunities
Programs & Services
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: June 4 – June 7, 2018
Contract Extension: 4 Days
Contract Extension Rate: \$588.52/Day

FACULTY (CONT'D)

Approval of 2017/2018 Contract Extension Days (cont'd)

Chaidez, Maria
Assistant Professor/Counselor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: June 12 – 14, 2018
Contract Extension: 3 Days
Contract Extension Rate: \$374.33/Day

Change of Assignment/Location

Karter, Jacqueline
Master Teacher
CEC Child Development Center
Child Development Services
District

Effective: February 12, 2018
From: SAC Early Childhood Education Center
To: CEC Child Development Center/Valley High School

Adjusted Effective Date for Addition of 2017/2018 Contract Stipend

Karter, Jacqueline
Master Teacher
CEC Child Development Center/
Valley High School
Child Development Services
District

From: March 12, 2018
To: February 12, 2018
Amount: \$500/Month
Reason: Site Supervisor Duties

Voluntary Reduced Workload

Salgado, Susana
Psychologist/Professor, Disable Students
Programs & Services
Student Services
Santa Ana College

Effective: March 2 – June 30, 2018
From: 100% Contract Load
To: 75% Contract Load

Beyond Contract/Overload Stipend

Vargas, Martha
Professor/Counselor/Coordinator,
University Transfer Center
Counseling Division
Santa Ana College

Effective: February 14, 2018
Amount: \$3,400.00
Reason: Program Facilitation
(Project #2065)

FACULTY (CONT'D)

Approval of 2018/2019 Sabbatical Leave

Galvan, Javier
Professor, Spanish
Humanities & Social Sciences Division
Santa Ana College

Effective: August 20, 2018 – June 8, 2019
Reason: Independent Research/Professional Growth

Adjusted Banked Leave/Withdrawal

Danova, Veselka
Assistant Professor, Math
Mathematics & Health Sciences Division
Santiago Canyon College

Effective: January 29 – June 2, 2018
From: Banked Leave Withdrawal - 5.0 LHE
To: Banked Leave Withdrawal – 4.97 LHE

Leave of Absence

Beltran, Jennie
Assistant Professor, Biology
Science, Mathematics &
Sciences Division
Santa Ana College

Effective: April 13 – June 21, 2018
Reason: Maternity Leave

Stone, Katie N.
Instructor, Theatre Arts
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: February 15 – July, 2018
Reason: Maternity Leave

Part-time Hourly New Hires/Rehires

Celis, Joseph
Instructor, Health & Safety (equivalency)
Continuing Education Division (OEC)
Santiago Canyon College

Effective: February 12, 2018
Hourly Lecture Rate: II-3 \$49.91

Ghidella, Richard A.
Instructor, Business
Business & Career Technical
Education Division
Santiago Canyon College

Effective: April 09, 2018
Hourly Lecture Rate: II-3 \$58.29

Gomez, Daisy
Instructor, DSPS/Basic Skills/ABE/HSS
Continuing Education Division (CEC)
Santa Ana College

Effective: March 19, 2018
Hourly Lecture Rate: I-3 \$48.69

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Gonzalez, Frank
Instructor, Criminal Justice/
Force Options
Human Services & Technology Division
Santa Ana College
Effective: March 27, 2018
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Gonzalez Santillan, Rocio
Instructor/Counselor
Counseling Division
Santa Ana College
Effective: March 15, 2018
Hourly Rates: \$64.25/\$54.62

Hidar, Susan
Instructor, Vocational/Business Skills/Medical
Continuing Education Division (OEC)
Santiago Canyon College
Effective: March 12, 2018
Hourly Lecture Rate: I-3 \$48.69

Hoham, Sterling C.
Instructor, Business
Business & Career Technical
Education Division
Santiago Canyon College
Effective: April 09, 2018
Hourly Lecture Rate: II-3 \$58.29

Lopez, Juan D.
Instructor, Criminal Justice/
Advanced Officer/Tactical Training
Human Services & Technology Division
Santa Ana College
Effective: March 27, 2018
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Lunar de Rovaina, Lilimar D.
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College
Effective: March 19, 2018
Hourly Lecture Rate: II-3 \$49.91

San Filippo, Sylvia M.
Instructor, Older Adults/Physical Fitness
Continuing Education Division (CEC)
Santa Ana College
Effective: March 12, 2018
Hourly Lecture Rate: II-3 \$49.91

FACULTY (CONT'D)

Non-paid Instructor of Record

Alvarez, Andrew
Instructor, Criminal Justice
Santa Ana Police Department
Human Services & Technology Division
Santa Ana College

Effective: March 08, 2018

Non-paid Intern Service

Ramirez, Liliana
Counseling Intern
Counseling Division
Santa Ana College

Effective: March 26 – June 30, 2018
College Affiliation: University of La Verne
Discipline: Educational Counseling

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
MARCH 26, 2018**

CLASSIFIED

Hourly Ongoing to Contract

Almanza, Danielle
Job Developer (CL17-1065) Science &
Math/ SAC
Effective: March 26, 2018
Grade 12, Step 1 \$47,973.60

Moreno, Monique
From: Adm. & Rec. Spec. I/ Continuing
Ed./ CEC
To: Student Services Spec. (CL1-1085)
Counseling/ SAC
Effective: March 12, 2018
Grade 10, Step 1 \$43,639.80

Zamora, Cristine
Auxiliary Services Specialist (Reorg 1017)
Auxiliary Services/ SAC
Effective: March 19, 2018
Grade 10, Step 1 \$43,639.80

Temporary to Contract

Urbina, Vanessa
Administrative Secretary (CL17-1078)
Fine & Performing Arts/ SAC
Effective: March 8, 2018
Grade 12, Step 1 \$47,973.60

Professional Growth Increments

Jaimes, Erica
Senior Clerk/ Student Development/ SCC
Effective: April 1, 2018
Grade 8, Step 6 + 2.5%L + 1PG(500)
\$52,997.78

Out of Class Assignment

Glomba, Irena
Student Services Coordinator/ Continuing
Ed./ CEC
Effective: 03/05/18 – 06/30/18
Grade 15, Step 6 + 5%L + 4PG (2000)
\$77,330.87

Ner, Florence
Senior Accountant/ Admin. Services/ SCC
Effective: 02/20/18 – 05/04/18
Grade 15, Step 1 \$56,207.76

Return to Regular Assignment

Briceno, Yasmina
Auxiliary Services Specialist/ Admin.
Services/ SAC
Effective: 03/11/18
Grade 10, Step 6 + 5%L \$58,494.17

Quinonez, Raul
Bookstore Storekeeper/ Auxiliary Services/
SAC
Effective: 03/11/18
Grade 8, Step 6 + 5%L + 1PG (500)
\$54,278.22

Change in Position

Chua, Irene
From: Library Tech
To: Library Tech II (CL17-1072)
Library/ SAC
Effective: February 23, 2018
Grade 12, Step 2 \$50,416.26

Garcia, Anaisabelle
From: Student Program Specialist/
Continuing Ed./ OEC
To: Curriculum Specialist (CL17-1082)
Academic Affairs/ SCC
Effective: March 8, 2018
Grade 13, Step 2 + 6PG (1500)
\$54,503.39

Maa, Ray
From: Network Specialist III
To: Network Specialist IV (Reorg 1061)
ITS/ District
Effective: March 12, 2018
Grade 22, Step 3 + 5%L
\$102,523.37

Swayne, Dorothy
From: Financial Aid Coordinator/SAC
To: Student Services Coordinator
(Reorg 1069) Student Services/ SAC
Effective: March 2, 2018
Grade 15, Step 6 + 2.5%L \$73,537.20

Ratification of Resignation/Retirement

Cha, Christine
Scholarship Coordinator/ Scholarship
Office/ SAC
Effective: April 2, 2018
Reason: Resignation

Odle, Ann
Reprographics Tech./ Publications/ District
Effective: May 17, 2018
Reason: Retirement

Ratification of Resignation/Retirement cont'd

Vega, Jesus Sr. Custodian/Utility Worker/ Admin. Services/ SCC	Effective: February 12, 2018 Reason: Retirement
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CLASSIFIED HOURLY

New Appointments

Williams, Bonnie Administrative Clerk (CL17-1003) Human Services & Tech./ SAC	Effective: April 9, 2018 19 Hours/Week 12 Months/Year Grade 10, Step A \$20.90/Hour
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Temporary to Hourly Ongoing

Ammann, Renee Senior Account Clerk (CL18-1094) Continuing Ed./ OEC	Effective: April 2, 2018 19 Hours/Week 12 Month/Year Grade 10, Step A \$20.90/Hour
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Professional Growth Increment

Rodriguez, Rosalba Instructional Assistant/ Continuing Ed/ CEC	Effective: April 1, 2018 Grade 5, Step A + 2.5% L + 1PG (250) \$17.55/Hour + \$20.83/Mo. PG
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Ratification of Resignation/Retirement

Farris, Karlene Instructional Center Tech./ Humanities & Soc. Sci./ SAC	Effective: May 17, 2018 Reason: Retirement
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Sanchez, Maria Science Storekeeper/Lab Tech./ Science & Math/ SCC	Effective: March 9, 2018 Reason: Resignation
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Tinoco, Rebecca Instructional Assistant/ Science & Math/ SAC	Effective: March 20, 2018 Reason: Resignation
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TEMPORARY ASSIGNMENT

Gabriel, Adrian Cashier/ Cashier's Office/ SAC	Effective: 04/09/18 – 06/29/18
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TEMPORARY ASSIGNMENT cont'd

Nguyen, Vu Instructional Assistant/ Science & Math/ SAC	Effective: 03/27/18 – 06/29/18
Shull, Garrett Learning Facilitator/ Science & Math/ SAC	Effective: 03/27/18 – 06/01/18
Sorensen, Colton Learning Facilitator/ Science & Math/ SAC	Effective: 03/27/18 – 06/01/18
Whitehead, Theresa Learning Facilitator/ Science & Math/ SAC	Effective: 03/27/18 – 06/01/18

Additional Hours for Ongoing Assignment

Gardea, Maria Administrative Clerk/ Continuing Ed./ OEC	Effective: 03/19/18 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
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Substitute Assignments

Ericson, Jeffrey Custodian/ Ed. Services/ District	Effective: 03/05/18 – 05/04/18
Tran, Duy Custodian/ Admin. Services/ SCC	Effective: 02/22/18 – 06/29/18

MISCELLANEOUS POSITIONS

Kerr, Mikyla Sign Language Interpreter III/ DSPS/ SAC	Effective: 03/13/18
Shull, Katherine Community Services Presenter/ Admin. Services/ SAC	Effective: 02/21/18
Witham, Jennifer Model/ Fine & Performing Arts/ SAC	Effective: 03/12/18 – 06/30/18

Instructional Associates/Associate Assistants

Criminal Justice

Foster, Daniel Effective: 03/27/18

Fire Technology

Lopez, Giselle Effective: 03/27/18

COMMUNITY SERVICE PRESENTERS

Stipends Effective January 11 – February 10, 2018

Gouldman, Deborah Amount: \$ 100.22

Hardy, Kamillia Amount: \$ 242.21

Rudd, James Amount: \$ 1,527.70

Stipends Effective February 11 – March 10, 2018

Cohen, Robert Amount: \$ 356.27

Diebolt Price, Julie Amount: \$ 464.58

Fischermilitaru, Mariana Amount: \$ 708.75

Gil, Kim Yen Amount: \$ 102.31

Goldman, Deborah Amount: \$ 150.34

Hardy, Kamillia Amount: \$ 363.31

McLean, Stephen Amount: \$ 440.00

Nolasco, Jeffrey Amount: \$ 315.00

Raslan, Nayrouz Amount: \$ 2,340.00

Samaniego, Adriel Amount: \$ 260.00

**SANTA ANA COLLEGE STUDENT
ASSISTANT LIST**

Arreola, Gabriela	Effective:	03/16/18-06/30/18
Cardoso Medina, Arely	Effective:	03/09/18-06/30/18
Gomez, Valery J.	Effective:	03/12/18-06/30/18
Hinojosa, Fatima	Effective:	03/12/18-06/30/18
Johnson Gonzalez, Johana B.	Effective:	03/19/18-06/30/18
Kidwell, Candice M.	Effective:	03/14/18-06/30/18
Nguyen, Phuc T.	Effective:	03/15/18-06/30/18
Payan Rosales, Luis D.	Effective:	03/19/18-06/30/18
Plascencia, Ambar R.	Effective:	03/19/18-06/30/18

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To:	Board of Trustees	Date:	March 26, 2018
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Continuing Education Faculty Association (CEFA).		
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing		

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Continuing Education Faculty Association (CEFA) is presented for information and public review. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Continuing Education Faculty Association (CEFA) and schedule a public hearing for April 9, 2018.

Fiscal Impact: None	Board Date: March 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	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
CONTINUING EDUCATION FACULTY ASSOCIATION (CEFA)**

MARCH 26, 2018

Article 6 – Evaluation Procedures

Exhibit D – Part-time Faculty Classroom/Worksite Observation Report

Modify in accordance with Article 16

Article 11 – Wages and Hours

11.1 Salaries

Maintain current salary schedules

Article 12 – Assignments

12.2 Unit Member Vesting & Priority Assignment

Modify language consistent with FARSCCD