

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Monday, May 11, 2020**  
**2323 North Broadway, #107**  
**Santa Ana, CA 92706**

Pursuant to Governor Newsom’s Executive Order N-29-20, dated March 17, 2020, members of the Board of Trustees of the Rancho Santiago Community College District, staff, and the public will participate in the May 11, 2020 meeting via a teleconference. No in-person attendance will be accommodated or permitted. To avoid exposure to COVID-19 this meeting will be held via teleconference by calling **(669) 900-6833, 560964295# (please use \*9 to raise your hand using your phone if you’d like to speak during public comments) or by using this link: <https://cccconfer.zoom.us/j/560964295>**. Additionally, you may submit your comments electronically by emailing [lucarelli\\_anita@rsccd.edu](mailto:lucarelli_anita@rsccd.edu).

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing [lucarelli\\_anita@rsccd.edu](mailto:lucarelli_anita@rsccd.edu). Submissions by email must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF MAY 11, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the 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. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at [lucarelli\\_anita@rsccd.edu](mailto:lucarelli_anita@rsccd.edu) or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

**District Mission**

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

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

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

**Americans with Disabilities Acts (ADA)**

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

**A G E N D A**

**1.0 PROCEDURAL MATTERS**

**4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Public Comment

Should you wish to participate in public comments or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing [lucarelli\\_anita@rscdd.edu](mailto:lucarelli_anita@rscdd.edu). Submissions by email must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF MAY 11, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the 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. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at [lucarelli\\_anita@rscdd.edu](mailto:lucarelli_anita@rscdd.edu) or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

1.5 Approval of Minutes – Regular meeting of April 27, 2020 Action

1.6 Approval of Consent Calendar Action

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

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

1.7 Adoption of Resolution No. 20-07 in Honor of Classified School Employee Week - May 17-23, 2020 Action

The administration recommends adoption of Resolution No. 20-07.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

2.2 Reports from College Presidents

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

2.5 Report from Classified Representative

2.6 Reports from Academic Senate Presidents

2.7 Report from Board President

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

- Report from Ad Hoc Board Committee on Proposed Plan of Reentry and Timing According to Governor’s Guidelines

### **3.0 INSTRUCTION**

- \*3.1 Approval of Memorandum of Understanding (MOU) between Consulate of Mexico in Santa Ana and Rancho Santiago Community College District of United States of America on Behalf of Santa Ana College (SAC) for Establishment of “Educational Orientation Window” Action  
The administration recommends approval of the MOU between the Consulate of Mexico in Santa Ana and RSCCD of the United States of America on behalf of SAC for the establishment of the “Educational Orientation Window,” as presented.
- \*3.2 Acceptance of Sabbatical Leave Report from Teresa Simbro, Professor of Nursing Action  
The administration recommends acceptance of the sabbatical leave report from Teresa Simbro, Professor of Nursing, as presented.
- \*3.3 Approval of Memorandum of Understanding Agreement between Orange Unified School District and RSCCD on behalf of Santiago Canyon College (SCC) Action  
The administration recommends approval of the MOU agreement between Orange Unified School District and RSCCD on behalf of SCC.

### **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 and Budget Transfers Action  
The administration recommends approval of budget increases, decreases and transfers from April 15, 2020, to April 28, 2020.
- \*4.3 Rejection of All Bids for Bid #1383 for Purchase of Microscopes for New Science Center at Santa Ana College Action  
The administration recommends rejection of all bids for Bid #1383 for purchase of microscopes for the New Science Center at SAC as presented.

### **5.0 GENERAL**

- \*5.1 Approval of Resource Development Item 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:  
- Strong Workforce Program K-12 Pathway Coordinators \$12,000,000  
and K-14 Technical Assistance Providers – Year 2 (District)

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

- \*5.2 Approval of Sub-Agreements between RSCCD and Contra Costa Community College District, Feather River Community College District, Grossmont-Cuyamaca Community College District Auxiliary Services, Riverside Community College District, Santa Clarita Community College District, and Tulare County Office of Education to Award Strong Workforce Program K14 Technical Assistance Providers Grants 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.
- \*5.3 Approval of Sub-Agreements between RSCCD and Local Educational Agencies in Bay Area, Central Valley/Mother Lode, Inland Empire Desert, Los Angeles County, North/Far North, Orange County, San Diego/Imperial and South Central Coast Regions Selected to Host Strong Workforce Program K12 Pathway Coordinators – Year 2 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 First Amendments to Sub-Agreements between RSCCD and Local Educational Agencies in Bay Area, Central Valley/Mother Lode, Inland Empire Desert, Los Angeles County, North/Far North, Orange County, San Diego/Imperial and South Central Coast Regions Selected to Host Strong Workforce Program K12 Pathway Coordinators - Year 1 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 Fresno County Superintendent of Schools in Central Valley/Mother Lode Region Selected to Host Strong Workforce Program K12 Pathway Coordinator - Year 1 Action  
The administration recommends approval of the first 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 Approval of First Amendments to Sub-Agreements between RSCCD and Chaffey, Los Rios, MiraCosta, Mt. San Antonio, San Francisco, Ventura, Yosemite Community College Districts to Award Centers of Excellence (COE) for Labor-Market Research Grants to Host Colleges/Districts in State of California Action  
The administration recommends approval of the first amendments to 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.
- \*5.7 Approval of First Amendment to Sub-Agreement between RSCCD and Los Rios Community College District for Statewide Director - Retail/Hospitality/ Tourism Grant Action  
The administration recommends approval of the first 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.
- \*5.8 Approval of Professional Services Agreement (Enrollment Management) with Cambridge West Partnership, LLC (CWP) Action  
The administration recommends approval of the 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.
- \*5.9 Approval of Professional Services Agreement (CCFS-320 Workflow Process) with Cambridge West Partnership, LLC (CWP) Action  
The administration recommends approval of the 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.
- \*5.10 Approval of Agreement with 25<sup>th</sup> Hour Communications for Digital Media Services Action  
The administration recommends approval of the 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.
- 5.11 Discussion of Options and Reentry for Fall Semester According to Governor's Guidelines Information  
The board plans to discuss the options and reentry of the fall semester according to the Governor's guidelines.

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

5.12 Approval of Hiring Plan and Process for Selection of New Santa Ana College President Action

It is recommended that the board approve a hiring plan and process for selection of the new Santa Ana College President.

5.13 Board Member Comments Information

**RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Management Staff
  - d. Classified Staff
  - e. Educational Administrator Appointments
    - (1) Interim SAC President
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources

Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)

California School Employees Association (CSEA), Chapter 579

California School Employees Association, Chapter 888

Continuing Education Faculty Association (CEFA)

Unrepresented Management Employees
3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957[b][1])
  - a. Vice Chancellor, Business Operations/Fiscal Services
  - b. Vice Chancellor, Educational Services
  - c. Vice Chancellor, Human Resources
  - d. President, Santa Ana College
  - e. President, Santiago Canyon College

**RECONVENE**

**Issues discussed in Closed Session (Board Clerk)**

### Public Comment

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**COMMENTS FOR THE MEETING OF MAY 11, 2020.** Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the 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. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at [lucarelli\\_anita@rsccd.edu](mailto:lucarelli_anita@rsccd.edu) or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

## **6.0 HUMAN RESOURCES**

### 6.1 Management/Academic Personnel

Action

- Approval of Appointment of Interim SAC President
- Approval of Appointments/Part-time to Tenure Track
- Ratification of Resignations/Retirements
- Approval of 2020-2021 Sabbatical Leaves of Absence
- Approval of Banked Leaves of Absence
- Approval of 2019-2020 Contract Extension Days
- Approval of 2019-2020 Additional Contract Extension Days

### 6.2 Classified Personnel

Action

- Approval of New Appointments
- Approval of Out of Class Assignments
- Approval of Changes in Salary Placements
- Approval of Leaves of Absence
- Approval of Professional Growth Increments
- Ratification of Resignations/Retirements
- Approval of Changes in Temporary Assignments
- Approval of Miscellaneous Positions

**7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on Tuesday, May 26, 2020.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**

**2323 North Broadway  
Santa Ana, CA 92706**

**Board of Trustees  
(Regular meeting)**

**Monday, April 27, 2020**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

**1.1 Call to Order**

The Zoom meeting was called to order at 4:35 p.m. by Ms. Claudia Alvarez via video/teleconference. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Ms. Nelida Mendoza, Mr. Phillip Yarbrough, and Mr. Theodore Moreno via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Mr. Larry Labrado was having technical difficulties and joined the meeting at the time noted.

Administrators present during the regular meeting via video/teleconference (Zoom) were Ms. Tracie Green, Mr. Peter Hardash, Dr. John Hernandez, Dr. Linda Rose, Mr. Marvin Martinez, and Mr. Enrique Perez. Ms. Anita Lucarelli was present via video/teleconference (Zoom) as record keeper.

**1.2 Pledge of Allegiance to the United States Flag**

The Pledge of Allegiance was led by Mr. Moreno, Student Trustee, Rancho Santiago Community College District.

**1.3 Approval of Additions or Corrections to Agenda**

Mr. Martinez informed the board that Item 4.7 (Rejection of All Bids for Bid #1383 for Purchase of Microscopes for New Science Center at Santa Ana College [SAC]) is to be removed from the Consent Calendar. (Please see before Item 1.6 [Consent Calendar] for correction to this instruction.)

Mr. Labrado joined the meeting via video/teleconference (Zoom) at this time.

**1.4 Public Comment**

Public comments were submitted prior to the meeting to Ms. Lucarelli by Dr. Maria Dela Cruz, Dean of Counseling, Santa Ana College. Since Dr. Dela Cruz participated via Zoom in the meeting, Ms. Alvarez asked her to read her public comments. Dr. Dela Cruz commended the board, administrators, and managers for their leadership during these unprecedented times.



1.5 Approval of Minutes

It was moved by Mr. Hernandez and seconded by Mr. Yarbrough to approve the minutes of the regular meeting held April 13, 2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Ms. Barrios and seconded by Ms. Mendoza to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Items 3.1 (Mopar Career Automotive Program Local Program Agreement) and 4.8 (Purchase Orders), removed from the Consent Calendar by Mr. Hernandez; and Item 5.1 (Resource Development Items), removed from the Consent Calendar by Ms. Alvarez.

At this time, discussion ensued regarding the removal of Item 4.7 (Rejection of All Bids for Bid #1383 for Purchase of Microscopes for New Science Center at SAC) from the Consent Calendar. Mr. Martinez indicated that Item 4.7 was meant to be removed from the agenda rather than the Consent Calendar; therefore, Ms. Alvarez asked for a motion on Item 1.3.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Ms. Barrios and seconded by Ms. Mendoza to approve removing Item 4.7 (Rejection of All Bids for Bid #1383 for Purchase of Microscopes for New Science Center at SAC) from the agenda. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

1.6 Approval of Consent Calendar (cont.)

The abovementioned motion on Item 1.6 carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

3.2 Approval of Rancho Santiago Community College District Professional Services Agreement with Interact Communications

The board approved the RSCCD professional services agreement with Interact Communications located in Oceanside, California, as presented.

3.3 Approval of Proposed Revisions for 2020-2021 Santa Ana College (SAC) Catalog

The board approved the proposed revisions for the 2020-2021 SAC catalog.

1.6 Approval of Consent Calendar (cont.)

3.4 Confirmation of Santa Ana College Associate Degrees and Certificates for Fall 2019

The board confirmed the list of recipients of the SAC associate degrees and certificates for Fall 2019, as presented.

3.5 Confirmation of Santiago Canyon College (SCC) Associate Degrees and Certificates for Fall 2019

The board confirmed the list of recipients of the SCC associate degrees and certificates for Fall 2019, as presented.

3.6 Approval of Application and Documents, and Adoption of Resolution No. 20-04 for Eligibility State and Federal Surplus Property Program for Survey Mapping Sciences Department at Santiago Canyon College

The board approved the application and documents, and adopted Resolution No. 20-04 for the Eligibility State and Federal Surplus Property Program for the Survey Mapping Sciences Department at SCC 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 April 1, 2020, to April 14, 2020.

4.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended March 31, 2020

The board approved the CCFS-311Q for the period ending March 31, 2020, as presented.

4.6 Approval of Agreement with HKA Elevator Consulting, Inc. for Elevator Consultant Services for Building D at Santiago Canyon College

The board approved the agreement with HKA Elevator Consulting, Inc. for elevator specialist consultant services for Building D at SCC as presented.

4.9 Approval of Purchase Orders

The board approved the purchase order listing for the period February 16, 2020, through March 21, 2020.

5.2 Approval of Sub-Agreements between RSCCD and Local Educational Agencies in Los Angeles County and Orange County Awarded K-12 Strong Workforce Program Pathway Improvement Funds

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

1.7 Presentation on Novel Coronavirus - COVID-19 Update

Mr. Austin Webster, Townsend Public Affairs, provided a presentation on the Novel Coronavirus - COVID-19 to the board. Board members received clarification on items related to the presentation from Mr. Webster.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. 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. Moreno provided a report to the board.

Mr. Yarbrough left the meeting during Mr. Moreno's report.

2.4 Reports from Student Presidents

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

Mr. Mariano Cuellar, Student President, Santa Ana College  
Mr. Jio Gallardy, Student President, Santiago Canyon College

2.5 Report from Classified Representative

Ms. Katherine James, Admissions & Records Specialist II, Santiago Canyon College, provided a report on behalf of the classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Michael De Carbo, Academic Senate President, Santiago Canyon College  
Mr. Roy Shahbazian, Academic Senate President, Santa Ana College

2.7 Report from Board President

Ms. Alvarez provided a report to the board, which included announcing the formation of an Ad Hoc Board Committee for Discussion and Timing of Reentry Plans According to the Governor's Guidelines.

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report to the board on the April 20, 2020, Board Facilities Committee meeting.

**3.0 INSTRUCTION**

Items 3.2 through 3.6 were approved as part of Item 1.6 (Consent Calendar).

3.1 Approval of Mopar Career Automotive Program (CAP) Local Program Agreement with Fiat-Chrysler Automobiles (FCA) US LLC

It was moved by Mr. Labrado and seconded by Mr. Hernandez to approve the Mopar CAP local program agreement with FCA US LLC located in Auburn Hills, Michigan, as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Moreno's advisory vote was aye.

**4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

Items 4.1, 4.2, 4.3, and 4.6, and 4.9 were approved as part of Item 1.6 (Consent Calendar).

**NOTE:** Item 4.4 (Quarterly Investment Report) and 4.5 (Resolution No. 20-05) were considered after Item 5.1 (Resource Development Items).

4.7 This item was removed from the agenda during Item 1.3 (Additions or Corrections to Agenda).

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

It was moved by Mr. Hanna and seconded by Ms. Mendoza to ratify the purchase orders approved by the chancellor per Resolution No. 20-03. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Moreno's advisory vote was aye.

## 5.0 GENERAL

Item 5.2 was approved as part of Item 1.6 (Consent Calendar).

### 5.1 Approval of Resource Development Items

It was moved by Mr. Labrado and seconded by Mr. Hernandez to approve budgets, accept grants, and authorize 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:

- Coronavirus Aid, Relief, and Economic Security (CARES)	\$8,488,302
Act Higher Education Emergency Relief Fund (SAC & SCC)	
- Disabled Student Programs and Services (DSPS) (SAC)	\$1,019,405
- Financial Aid Technology (SAC & SCC)	\$ 99,501

Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Moreno’s advisory vote was aye.

At this time, it was brought to the attention of the board president that Item 4.4 and 4.5 needed to be considered.

### 4.4 Quarterly Investment Report as of March 31, 2020

The quarterly investment report as of March 31, 2020, was presented as information.

### 4.5 Adoption of Resolution No. 20-05 Regarding Expenditure Transfers to Permit Payment of Obligations

It was moved by Mr. Labrado and seconded by Mr. Hernandez to adopt Resolution No. 20-05 regarding expenditure transfers as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Moreno’s advisory vote was aye.

### 5.3 Approval of Privileges for Student Trustee

It was moved by Mr. Hernandez and seconded by Mr. Hanna to approve the following privileges for the student trustee:

- The privilege to make and second motions;
- The privilege to attend closed sessions on matters relating to student discipline;
- The privilege to receive the same compensation for meeting attendance and the amount of that compensation, up to the amount prescribed by Education Code Section 72425;
- The privilege to serve a term commencing on May 15;
- The privilege to serve on board committees.

5.3 Approval of Privileges for Student Trustee (cont.)

Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Moreno’s advisory vote was aye.

5.4 Adoption of Resolution No. 20-06 Denouncing Xenophobia and Anti-Asian Sentiment Arising Due to Fears of the Novel Coronavirus (COVID-19) Pandemic and Affirming RSCCD’s Commitment to Well-Being and Safety of Asian American Communities

It was moved by Mr. Hernandez and seconded by Mr. Labrado to adopt Resolution No. 20-06. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Moreno’s advisory vote was aye.

5.5 Board Member Comments

Board members congratulated Mr. Moreno on his acceptance to five universities to which he applied. Mr. Moreno thanked board members for their words of congratulations.

Ms. Mendoza commended Dr. Hernandez on SCC’s annual report she recently received.

Board members commended staff for their flexibility and commitment to serving the students during the COVID-19 pandemic.

Mr. Moreno indicated the SAC and SCC student governments have been working on revisions to Administrative Regulation (AR) 2105 Election of Student Member to allow the student trustee to run for election of a second term. Mr. Hanna informed Mr. Moreno that ARs are not governed by the board of trustees and asked him to contact the chancellor for any requested revisions.

Mr. Hanna expressed concern over the future budget reductions due to the COVID-19 pandemic.

Ms. Alvarez gave kudos to mothers and teachers as they navigate teaching children at home during the COVID-19 pandemic.

**RECESS TO CLOSED SESSION**

The board convened into closed session at 8:26 p.m. to consider the following items:

1. Student Expulsion (pursuant to Education Code 72122)  
Student I.D. #1059838  
Student I.D. #2456408

2. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Management Staff
  - d. Classified Staff
3. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (3 cases)
4. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

*Anthony Rabiola vs. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 30-2019-01115249-C-OE-CJC*

*Stephanie Sunahara vs. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 30-2020-01126523-CU-PO-CJC*

*Alliance of Schools for Cooperative Insurance Programs (ASCIP) vs. Sandra Elizabeth Castro Palma Claim #1805554*

5. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources  
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association (CEFA)  
Unrepresented Management Employees

6. Evaluation of Management Staff (per Government Code 11126[a])

Mr. Yarbrough rejoined the public meeting at 8:42 p.m., and upon finding out that the board was still in closed session, he left the public meeting and joined the closed session meeting.

### **RECONVENE**

The board reconvened at 11:16 p.m.

Mr. Hanna did not rejoin the public meeting at this time.

### **Public Comment**

There were no public comments.

### Closed Session Report

Mr. Yarbrough reported during closed session the board discussed public employment, anticipated/potential litigation, existing litigation, labor negotiations, evaluation of management staff, and student expulsions; and the board took action to expel Student I.D. #1059838 and Student I.D. #2456408, with the following vote: Aye - Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Mr. Yarbrough reported that he was not present during the vote on the student expulsions. Student Trustee Moreno's advisory vote was aye.

Mr. Moreno left the meeting after participating in the discussion and vote on the appeal of the student expulsion item during closed session.

## **6.0 HUMAN RESOURCES**

### **6.1 Management/Academic Personnel**

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

- Ratify Resignations/Retirements
- Approve 2019-2020 CSEA Chapter 888 Annual Salary Schedule
- Approve 2019-2020 CSEA Chapter 888 Hourly Salary Schedule
- Approve Appointments/Part-time to Tenure Track
- Approve Adjusted Final Salaries for Appointment/Temporary Full-time to Tenure Track
- Approve State Teachers Retirement System (STRS) Reduced Workload Two Year Agreements
- Approve Leaves of Absence

### **6.2 Classified Personnel**

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

- Approve Miscellaneous Pay Schedule Revised 4-27-20
- Approve New Appointments
- Approve Temporary to Contract Assignments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments



6.2 Classified Personnel (cont.)

- Approve Changes in Position
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Short Term Assignments
- Approve Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions

Mr. Hanna rejoined the public meeting at this time.

6.3 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and RSCCD Continuing Education Association

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza to postpone the collective bargaining agreement between RSCCD and RSCCD CEFA for the period of July 1, 2020 through June 30, 2023, until the district has more information relating to the state budget. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

Mr. Hanna indicated that if he would have been present for the vote on Items 6.1 (Management/ Academic Personnel) and 6.2 (Classified Personnel), he would have voted in favor of both items.

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on May 11, 2020.

There being no further business, Ms. Alvarez declared the meeting adjourned at 11:21 p.m.

Respectfully submitted,

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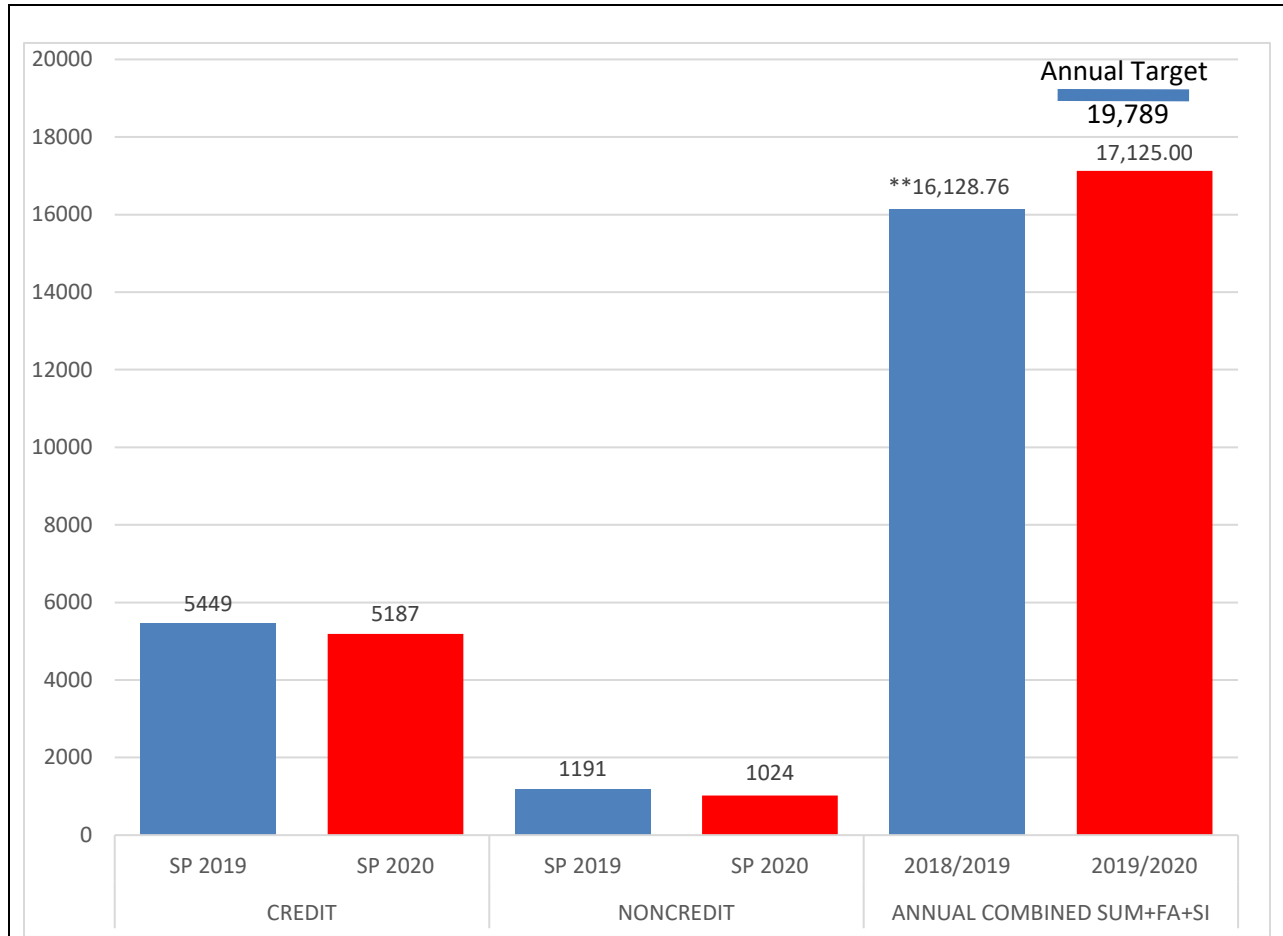
Marvin Martinez, Chancellor

Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: May 11, 2020



## SAC 2019/2020 Spring Enrollment Report \*Date: 4/23/2020



### FTES Target

Terms	2019/2020	DIFF	PCT
Credit SP Target	6598.00		
Credit SP Projection	5798.00	-800.00	-14%
Noncredit SP Target***	2111.00		
Noncredit SP Projection	1236.00	-875.00	-71%
Annual Target	19789.00		
Annual Projection	18114.00	-1675.00	-9%

### NOTES:

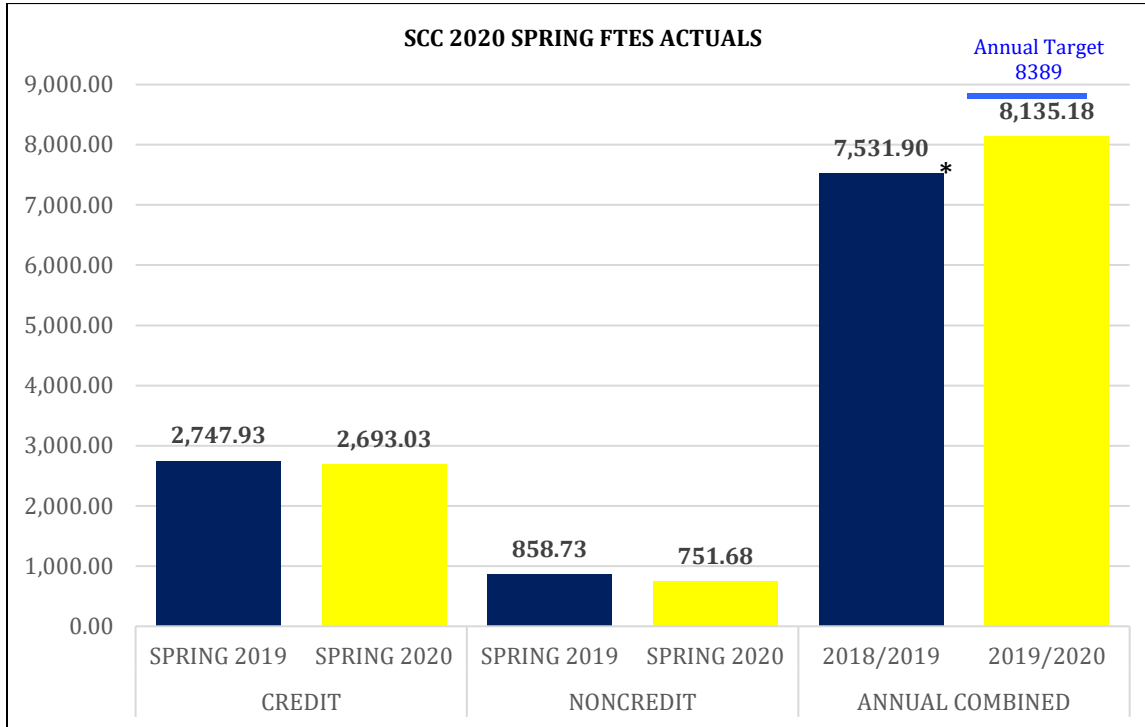
\* This report represents a “moment in time” comparison between like terms.

\*\* Accounts for summer shift of 942.34 FTES shifted from 2018/19 to 2017/18 which decreased summer 2018 FTES as well as the 2018/2019 Annual Combined Total.

\*\*\* Spring Target includes all FTES earned by June 30, 2020.



**SCC 2019/2020 ENROLLMENT REPORT**  
4/22/2020



**FTES TARGETS**

TERMS	2019/2020	DIFF	PCT
Credit Spring Target	2766		
Credit Spring Projection	2700	-66.00	-2.4%
NonCredit Spring Target	1155		
NonCredit Spring Projection	885	-270.00	-23.4%
Annual Target	8989		
Annual Projection	8053	-336.00	-4.0%

**NOTES:**

\*Accounts for summer shift of 450.66 FTES shifted from 2018/19 to 2017/18 which decreased summer 2018 FTES as well as the 2018/2019 Annual Combined Total.

**SOURCE:**

Executive Dashboard Report

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**In honor of Classified School Employee Week  
May 17-23, 2020**

**Resolution No. 20-07**

**WHEREAS**, classified professionals provide valuable and essential services to the colleges and students of the Rancho Santiago Community College District; and

**WHEREAS**, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

**WHEREAS**, classified professionals serve a vital role in providing for the welfare and safety of Rancho Santiago Community District's students; and

**WHEREAS**, classified professionals employed by the Rancho Santiago Community College District strive for excellence in all areas relative to the educational community;

**THEREFORE, BE IT RESOLVED**, that the Rancho Santiago Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Rancho Santiago Community College District and declares the week of May 17-23, 2020, as Classified School Employee Week in the Rancho Santiago Community College District.

DATED the 11<sup>th</sup> day of May, 2020.

Ayes:  
Noes:  
Absent:  
Abstain:

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Marvin Martinez  
Secretary to the Board of Trustees

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

To: Board of Trustees	Date: May 11, 2020
Re: Approval of Memorandum of Understanding between the Consulate of Mexico in Santa Ana and the Rancho Santiago Community College District of the United States of America on behalf of Santa Ana College for the Establishment of the “Educational Orientation Window”	
Action: Request for Approval	

**BACKGROUND**

The Mexican Consulate located at 2100 E. Fourth Street, Santa Ana, CA, is requesting Santa Ana College continue the Higher Education Center in their facility, which was established in December 2017. Approximately 300 Mexican nationals living in Orange County visit the Consulate on a daily basis. The Consul is most interested in seeing that their clients become aware of the educational opportunities available at Santa Ana College for them and their children.

**ANALYSIS**

According to the US Census (2010) American Community Survey data, an estimated 918,000 foreign-born people live in Orange County. Of these, Mexican nationals make up 40 percent. Creating a permanent outreach zone within the Mexican Consulate will serve to easily disseminate information about Santa Ana College academic and support programs to this highly immigrant community. This effort will be supported by a \$4,000 commitment from the Mexican Consulate, with the aim of increasing the number of adults who enroll in and earn a college degree. Santa Ana College Outreach staff from both credit and non-credit will continue to identify this location as one of their regular community recruitment sites.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Memorandum of Understanding between the Consulate of Mexico in Santa Ana and the Rancho Santiago Community College District of the United States of America on behalf of Santa Ana College for the Establishment of the “Educational Orientation Window,” as presented.

Fiscal Impact: None	Board Date: May 11, 2020
Prepared by: Vaniethia Hubbard, Ed.D., Vice President, Student Services Alicia Kruizenga, Dean, Student Affairs	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSULATE OF MEXICO IN SANTA ANA AND THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF THE UNITED STATES OF AMERICA ON BEHALF OF SANTA ANA COLLEGE FOR THE ESTABLISHMENT OF THE “EDUCATIONAL ORIENTATION WINDOW”**

The Consulate of Mexico in Santa Ana (“the Consulate”) and the Rancho Santiago Community College District of the United States of America on behalf of Santa Ana College, hereinafter referred to as “the Parties”;

**CONSIDERING** that the functions of the “Consulate” are established in the Vienna Convention on Consular Relations of 1963 and in the Consular Convention between the United Mexican States and the United States of America of 1942;

**CONSIDERING** that the Government of Mexico, through the Institute of Mexicans Abroad (IME) and its Consulates, has taken an active role in promoting the rights and well-being of Mexican nationals in the United States of America;

**CONSIDERING** that the promotion of education is part of the consular function of “helping and assisting nationals, both individuals and bodies corporate, of the sending State”;

**CONSIDERING** that consular offices are an auspicious space for the promotion of education;

**CONSIDERING** that the mission of the Santa Ana College is to inspire, transform, and empower a diverse community of learners;

**CONSIDERING** that the Santa Ana College works in partnership with educational institutions, civil organizations and government agencies;

Have agreed as follows:

**ARTICLE I**  
**Objective**

The objective of this Memorandum of Understanding is to establish the terms for the implementation of the “Educational Orientation Window” (VOE, as in Spanish) at the Consulate, to increase the information and advice provided to the Mexican migrant community on educational matters, both of the opportunities in California, United States of America (USA) and in Mexico.

In order to comply with the objective of this Memorandum of Understanding, “the Parties” shall promote the educational development of the Mexican nationals residing within the jurisdiction of “the Consulate”, through the following actions:



- a) Provide information on access to education in Mexico for students returning from California, USA;
- b) Facilitate access to higher education and provide students from Mexico with information regarding the services and opportunities available at all three of Santa Ana Partnership colleges, Santa Ana College, (SAC), California State University Fullerton, (CSUF), and the University of California Irvine, (UCI).
- c) Dissemination of the educational opportunities of the Government of Mexico for Mexicans in California, USA;
- d) Provide information on local educational services in California, USA;
- e) Develop courses for immigrant parents; and
- f) Any other activity agreed by "the Parties" to strengthen the objective of this Memorandum of Understanding.

The Parties agree that this Memorandum of Understanding does not provide any exclusivity with respect to the activities established therein and that "the Parties" may collaborate, without restriction, in similar activities with other persons or institutions.

## **ARTICLE II** **Responsibilities of "the Parties"**

### **1. Santa Ana College commits to:**

- a) Be responsible for guaranteeing the quality of the VOE services in the "Consulate";
- b) Develop strategies to disseminate the aforementioned actions;
- c) Identify and propose to the "Consulate" the participation in the VOE of other educational institutions, civil organizations and governmental agencies (Collaborating Institutions);
- d) Coordinate the participation of the Collaborating Institutions, as necessary;
- e) Monthly reports submitted by the Dean of Student Affairs, referred in Article IV concerning the progress achieved; and
- f) Biannual meetings with the Dean of Student Affairs and Collaborating Institutions with the participation of the staff of the "Consulate".



**2. The “Consulate” commits to:**

- a) Supervise the effectiveness, efficiency and quality of VOE services;
- b) Designate an area for the VOE within the facilities of the “Consulate”, where the Santa Ana College has access to the public. SAC’s Dean of Student Affairs will be responsible for staffing the VOE.
- c) Allow the use of the facilities of the “Consulate” (bathrooms, kitchen, public services and other unrestricted areas) to the staff of the Santa Ana College. SAC’s Dean of Student Affairs will be responsible for staffing the VOE.
- d) Establish the hours of operation of the VOE and communicate any changes in advance to the Santa Ana College and to the Collaborating Institutions;
- e) Inform the Collaborating Institutions about the rules and norms in the “Consulate”;
- f) Provide teaching materials available for use and distribution in the VOE;
- g) Collect the monthly reports referred in Article IV and send them to the Institute of Mexicans Abroad (IME).

**ARTICLE III**  
**Funding**

In accordance with the resources assigned in their respective budgets, their availability, budgetary allocation and the provisions of their national legislation, "The Parties" undertake to finance the VOE, according to the following terms:

- 1. The “Consulate” shall deliver to the Santa Ana College a contribution in the amount of \$4,000 (Four Thousand US dollars) resources provided for the VOE by the Government of the United Mexican States, in order to comply with the objectives of this Memorandum of Understanding. Santa Ana College’s Dean of Students Affairs will be responsible for managing the funds.
- 2. The Santa Ana College shall issue a receipt for the amount provided by "the Consulate", on letterhead paper of the Santa Ana College and duly signed, as well as deliver a copy of an official identification with photograph of the signatory of the receipt.
- 3. Any remaining resources identified in the final report of activities, mentioned in Article IV, must be returned to the “Consulate” within fifteen (15) days after the delivery of such report.





4. The "Consulate" shall ensure the exercise of all the resources allocated to the operation of the VOE in strict fulfillment and compliance with the manuals, guidelines and other regulations applicable to the Secretary of Foreign Relations (SRE)
5. "The Parties" shall endeavor to obtain additional local resources, from organizations or social welfare foundations, private or governmental, to supplement the resources of the VOE.

#### **ARTICLE IV** **Follow up Mechanism**

To achieve the objective of this Memorandum of Understanding, each Party agrees to appoint a coordinator, who will oversee the compliance of the responsibilities of "the Parties", established in this Instrument.

The "Consulate" appoints the Head of the Department for Community, Education and Cultural Affairs and Santa Ana College appoints the Vice President's Office of Student Services, Dean of Student Affairs as coordinators who shall meet at least two (2) times per year, as needed.

Both coordinators shall be responsible for developing the following:

1. **Monthly reports** of the population served in accordance to the matrix of indicators of the VOE.
2. **Final report of activities** which should include the results and the photographic memory of the main events of the VOE.

#### **ARTICLE V** **Transparency and Information Management**

"The Parties" may use the information obtained through collaborative activities under this Memorandum of Understanding exclusively for the purposes for which it was provided by the other Party. The private information of the users of the VOE will be handled under the strictest confidentiality criteria, as outlined in the applicable federal and local laws.

#### **ARTICLE VI** **Publicity and Media Coverage**

1. "The Parties" shall review all printed and electronic materials related to this Memorandum of Understanding prior to its publication and distribution. Both Parties will previously approve in writing any communication with the press, television, radio or any other media, as well as any publication in any social media or web page related to the VOE.



2. "The Parties" shall seek to comment on documents submitted by the other Party without undue delay. If, as a result of such revision, modifications are necessary, the drafting Party shall carry out the suggested editions and forward the drafts to the objecting Party for final approval.
3. "The Parties" shall confer on any planned scholarly publication or presentation and determine appropriate authors to be cited based on the contributions of individual(s) within their organizations.

### **ARTICLE VII**

#### **Labor Relationship**

To fulfill the objective of this Memorandum of Understanding, the personnel provided by "the Parties" shall be understood to be exclusively related to the Party that employs it, so that in no case the other Party may be considered as a substitute or joint employer. Consequently, there will be no relationship of a labor, civil or social security nature with the other Party, reason why at all times the personnel will carry out their work under the direction and dependence of the Party that contracted it.

The personnel of the Santa Ana College during their work inside of the "Consulate" or other activities related to the same, shall at all times carry an identification and shall not display themselves as an officer, employee or representative of the "Consulate". The personnel of the Santa Ana College will not be considered part of the personnel of the "Consulate" and likewise in the opposite direction. Neither "Party" has explicit authority to designate or create any kind of obligation or liability on behalf of the Other.

### **ARTICLE VIII**

#### **Dispute Resolution**

Any dispute arising from the interpretation or application of this Memorandum of Understanding will be resolved by "the Parties" by mutual written agreement.

### **ARTICLE IX**

#### **Final Provisions**

This Memorandum of Understanding shall enter into force from the date of its signature and will remain in force for up to one year, and may be terminated by written notice addressed to the other Party with sixty (60) days in advance to the proposed day for termination.



The early termination of this Memorandum of Understanding will not affect the conclusion of the cooperation activities that have been formalized during its validity.

This Memorandum of Understanding may be modified by mutual consent of “the Parties”, formalized through written communications specifying the date of entry into force of such modifications.

Signed at Santa Ana, California the \_\_\_ of \_\_\_\_\_, 2020, in two originals, each in the Spanish and English languages, being both texts equally authentic.

**FOR THE CONSULATE OF CAREER OF  
MEXICO IN SANTA ANA**

**FOR RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

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**MARIO CUEVAS ZAMORA**  
Consul

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**LINDA D. ROSE, Ed.D.**  
President  
Santa Ana College

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santa Ana College – Academic Affairs

To:	Board of Trustees	Date: May 11, 2020
Re:	Acceptance of Sabbatical Leave Report from Teresa Simbro, Professor of Nursing	
Action:	Accept	

**BACKGROUND**

Santa Ana College Professor of Nursing, Teresa Simbro, returned from a fall 2019 Independent Research/Professional Growth Sabbatical Leave. In spring 2020, the Sabbatical Leave Committee requested and received Professor Simbro's Sabbatical Leave Report, which included the attached summary.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees accept the Sabbatical Leave Report from Teresa Simbro, Professor of Nursing, as provided.

Fiscal Impact:	None	Board Date: May 11, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

## Summary of Fall 2019 Sabbatical Report: Professor Teresa Simbro

I had the unique and wonderfully enriching experience of a semester sabbatical leave for both Independent Research & Professional Growth. The time I spent with other healthcare professionals in person and online expanded and updated my knowledge of best practices of those healthcare disciplines. It also enhanced my professional expertise in nursing, interprofessional healthcare collaboration and simulation. These enhancements will enable me to improve the learning of SAC Health Science students in the form of implementation of the three realistically collaborative interprofessional simulation scenarios I created on sabbatical incorporating students in the Emergency Medical Technician (EMT), Medical Assistant (MA), Nursing, Occupational Therapy Assistant (OTA) and Speech & Language Pathology Assistant (SLPA) Programs to work together in their learning and learn from each other.

An important goal of these simulations I created was to increase the critical thinking and clinical decision-making skills for the students which will ultimately assist them in a more seamless transition to practice after completion of their programs. Another important student learning outcome is to enhance their skills, knowledge and abilities of healthcare team collaboration for their specific chosen career path they will be entering after completion of their specific education and certification and/or passing of the licensing exam of that healthcare discipline. The reason why I chose this project was directly related to the soon to be realized new Santa Ana College Health Sciences Building. The new building will house the majority of these departments together in one location, an ideal situation for collaborative learning which will result in improved student learning outcomes. This specialized sharing of information among the disciplines that will work together later as professionals in various healthcare settings and experiences will put these SAC graduates in an enhanced position for employment in the community.

I also came away with new ideas to take back with me to the SAC Nursing Simulation Lab and enhance the simulation program for the nursing students. It is a remarkable, effective teaching tool that I am even more excited about since I have so many new best practice methods to implement. While engaging in various activities and interactions with other healthcare simulation educators across the country I realized that the Simulation Program at Santa Ana College is more advanced and active than many and we should be proud of the resources and services we provide to our students.

Thank you so much for this unforgettable experience and opportunity to improve learning methods for the Santa Ana College Healthcare CTE Students.

Respectfully submitted,

*Teresa*

Teresa Simbro, RN, MSN, CHSE  
Professor of Nursing  
NCLEX/Technology (Simulation) Coordinator

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College - Student Services Division

To:	Board of Trustees	Date: May 11, 2020
Re:	Approval of Memorandum of Understanding Agreement between Orange Unified School District and RSCCD on behalf of Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

Since the early 2000's, RSCCD on behalf of Santiago Canyon College (SCC) has been in partnership with Orange Unified School District (OUSD) to help facilitate requirements for future teacher students to fulfill Education course field experience hours, conduct service learning, and volunteer with school aged youth. Over the two decades, hundreds of SCC students have had the privilege of job shadowing and observing professional OUSD teachers, serving as tutors and/or volunteering in specialized OUSD school programs. Many of these opportunities have turned into paraprofessional employment for these SCC students while they continue their education toward becoming a credentialed teacher.

To facilitate this opportunity for students, SCC and OUSD have held an open-ended Memorandum of Understanding (MOU) specifying what is agreed to for this student experience to take place and is in effect until one of the parties (SCC/OUSD) wants to make amendments or discontinue.

This new request is presented as a result of OUSD's policy that all MOUs must have an end date of no more than 5 years out. The MOU language has not changed from the previous agreement signed in 2016, except for the new beginning date of July 1, 2020 and the addition of the ending date of June 30, 2025.

**ANALYSIS**

SCC's partnership with OUSD has been in place since the early 2000's and has effectively facilitated SCC future teacher student access to job shadowing and volunteering on OUSD school sites. This current MOU version includes a new beginning and end date as required by the OUSD Board of Education.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Memorandum of Understanding agreement between Orange Unified School District and RSCCD on behalf of Santiago Canyon College.

Fiscal Impact:	None	Board Date: May 11, 2020
Prepared by:	Syed Rizvi, Vice President of Student Services Ruth Babeshoff, Dean of Counseling & Student Support Services	
Submitted by:	John C. Hernandez, Ph.D., President	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



**Santiago  
Canyon  
College**



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## Memorandum of Understanding

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This AGREEMENT (hereinafter "Agreement") is entered into the 1<sup>st</sup> day of July, 2020, by and between Orange Unified School District (hereinafter "OUSD") and Rancho Santiago Community College District (hereinafter "RSCCD") on behalf of Santiago Canyon College (hereinafter "SCC") and the college's Pathways to Teaching Program (hereinafter "PTTP"). OUSD, RSCCD, SCC, and PTTP may be referred to individually as "Party" or collectively as "Parties."

The purpose of this Agreement is to define the intent of both parties to enter into a mutually beneficial agreement under the conditions outlined here for the purpose of placing SCC students as volunteers, interns, and/or observers at OUSD school sites.

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

**The Parties Mutually Agree:**

- I. This Agreement is effective as of July 1, 2020, and shall automatically renew annually for 5 years until June 30, 2025. Any amendment to the terms of this Agreement shall be in writing and signed by both Parties.
- II. Either Party may terminate this Agreement, with or without cause at any time, by giving the other Party thirty (30) days' written notice.
- III. SCC students shall complete volunteer, internship, and/or observation assignments at OUSD school sites. SCC students must be enrolled in Education courses at SCC to complete classroom observations. OUSD shall determine the school sites that are available for observations.
- IV. SCC students serving as Student Volunteers must submit to OUSD required documentation, including a Volunteer Assistance Request Form, District Emergency Card, Driver's License/Identification Card, Social Security Card, and valid TB clearance. OUSD will provide SCC students with the Volunteer Assistance Request Form and District Emergency Card. OUSD may initiate background checks on all volunteers.
- V. SCC students completing Classroom Observations and/or Internships must submit a University Student Enrollment Form, Mandated Reporter Training Certificate of Completion, Driver's License/Identification Card, and valid TB clearance. OUSD will

provide SCC students with the University Student Enrollment Form and Mandated Reporter Training Certificate of Completion. OUSD may initiate background checks on all observers and interns. OUSD shall notify students of their placement status within 48 hours of submission of all forms and identification.

- VI. OUSD shall assign SCC student volunteers and interns with duties and responsibilities that are commensurate with their educational backgrounds and paraprofessional potential, with the understanding that these workplace learning opportunities are designed for gaining new skills in preparation for future careers in education.
- VII. OUSD shall maintain documentation of all volunteer/intern hours. The system of scheduling and documentation shall include a sign-in/sign-out system verifying days and hours worked for each SCC student volunteer and/or intern. This system shall be accessible to SCC PTTP staff for monthly program documentation purposes. PTTP or the SCC student volunteer/intern will provide each placement with Sign-In/Sign-Out forms.
- VIII. OUSD shall inform PTTP of any difficulties arising from the work of an assigned volunteer/intern, including but not limited to, attendance, attitude, accidents, etc. This is to allow PTTP to determine possible alternatives for a student prior to any major issues that may arise.
- IX. OUSD shall assist PTTP in completing semester performance evaluations on every student volunteer/intern as necessitated by the volunteer/intern assignment. Evaluations shall be completed by the volunteer's/intern's immediate supervisor and serve as a partial requirement for coursework or other certifications.
- X. The PTTP Program Director will serve as OUSD's primary contact concerning all matters related to the volunteers and interns. The Director will assist OUSD in addressing issues that may arise concerning SCC student volunteers, interns, and/or observers.
- XI. OUSD shall provide commercial general liability in an amount no less than \$1 million per occurrence to cover SCC student volunteers, interns, and/or observers. OUSD shall furnish SCC a certificate of insurance with endorsement naming Rancho Santiago Community College District as additional insured.
- XII. OUSD shall defend, indemnify, and hold RSCCD, its officers, agents, and employees harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors, or omissions of OUSD, its officers, agents, or employees.



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

XIV. Miscellaneous Provisions

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

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

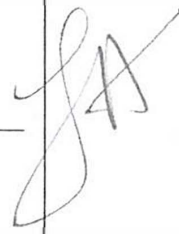
**Orange Unified School District**  
**Contact Information**  
Orange Unified School District  
1401 N. Handy St.  
Orange, CA 92867  
Attn: Ernest Gonzalez  
Assistant Superintendent, Human Resources  
Tel: (714) 628-5515  
edk@orangeusd.org

- d. Complete Agreement. This Agreement represents the Parties' final and complete agreement, and this Agreement shall supersede all other understandings, discussion, and/or agreements between the Parties with regard to the subject matter in the Agreement.
- e. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California and in effect at the time of the execution of this Agreement.

- f. Counterparts. The Parties agree that separate copies of this Agreement be signed by each of the Parties to the Agreement and these copies will have the same force and effect as if the original had been signed by all Parties.

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

<p>Rancho Santiago Community College District on behalf of Santiago Canyon College</p> <p>By _____</p> <p>Name: Peter J. Hardash</p> <p>Title: Vice Chancellor, Business Operations &amp; Fiscal Services</p>	<p>Orange Unified School District</p> <p>By _____</p> <p>Name: Ernest Gonzalez</p> <p>Title: Assistant Superintendent, Human Resources</p>
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Rancho Santiago Comm Coll District  
Bank Code: 92 District Funds

Board Meeting of 05/11/20  
Check Registers Submitted for Approval  
Checks Written for Period 04/15/20 Thru 04/28/20

AP0020  
Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68367	General Fund Unrestricted	35,582.61	0.00	35,582.61	92*0534734	92*0534810
68368	General Fund Unrestricted	73,526.45	0.00	73,526.45	92*0534817	92*0534818
68373	General Fund Unrestricted	291,879.32	147.07	291,732.25	92*0534844	92*0534943
68374	General Fund Unrestricted	11,992.10	0.00	11,992.10	92*0534946	92*0535011
68379	General Fund Unrestricted	129,009.41	0.00	129,009.41	92*0535037	92*0535113
68386	General Fund Unrestricted	187,252.67	0.00	187,252.67	92*0535133	92*0535268
<b>Total Fund 11 General Fund Unrestricted</b>		<b>\$729,242.56</b>	<b>\$147.07</b>	<b>\$729,095.49</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68135	General Fund Restricted	0.00	364.12	-364.12	92*0531537	92*0531537
68198	General Fund Restricted	0.00	750.00	-750.00	92*0532348	92*0532348
68207	General Fund Restricted	0.00	119.96	-119.96	92*0532453	92*0532453
68238	General Fund Restricted	0.00	490.26	-490.26	92*0532846	92*0532846
68243	General Fund Restricted	0.00	581.03	-581.03	92*0532923	92*0532929
68267	General Fund Restricted	0.00	2,830.59	-2,830.59	92*0533317	92*0533317
68275	General Fund Restricted	0.00	3,915.40	-3,915.40	92*0533417	92*0533429
68276	General Fund Restricted	0.00	3,642.61	-3,642.61	92*0533485	92*0533485
68277	General Fund Restricted	0.00	110.00	-110.00	92*0533492	92*0533492
68290	General Fund Restricted	0.00	2,464.81	-2,464.81	92*0533760	92*0533761
68307	General Fund Restricted	0.00	1,346.88	-1,346.88	92*0534001	92*0534001
68308	General Fund Restricted	0.00	1,524.13	-1,524.13	92*0534012	92*0534012
68318	General Fund Restricted	0.00	999.00	-999.00	92*0534097	92*0534097
68320	General Fund Restricted	0.00	2,799.75	-2,799.75	92*0534129	92*0534129
68367	General Fund Restricted	178,583.24	0.00	178,583.24	92*0534737	92*0534816
68373	General Fund Restricted	882,332.15	86,536.48	795,795.67	92*0534840	92*0534945
68379	General Fund Restricted	138,745.92	0.00	138,745.92	92*0535035	92*0535105
68386	General Fund Restricted	373,285.73	0.00	373,285.73	92*0535136	92*0535269
<b>Total Fund 12 General Fund Restricted</b>		<b>\$1,572,947.04</b>	<b>\$108,475.02</b>	<b>\$1,464,472.02</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68229	GF Unrestricted One-Time Func	0.00	150.00	-150.00	92*0532764	92*0532765
68367	GF Unrestricted One-Time Func	16,692.63	0.00	16,692.63	92*0534738	92*0534798
68373	GF Unrestricted One-Time Func	57,339.99	0.00	57,339.99	92*0534842	92*0534911
68379	GF Unrestricted One-Time Func	87,398.27	0.00	87,398.27	92*0535034	92*0535104
68386	GF Unrestricted One-Time Func	73,099.56	0.00	73,099.56	92*0535140	92*0535261
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b><u>\$234,530.45</u></b>	<b><u>\$150.00</u></b>	<b><u>\$234,380.45</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68364	Child Development Fund	346.40	0.00	346.40	92*0534727	92*0534727
68369	Child Development Fund	16,241.95	0.00	16,241.95	92*0534819	92*0534820
68378	Child Development Fund	6,357.04	0.00	6,357.04	92*0535019	92*0535033
68382	Child Development Fund	354.36	0.00	354.36	92*0535116	92*0535118
<b>Total Fund 33 Child Development Fund</b>		<b>\$23,299.75</b>	<b>\$0.00</b>	<b>\$23,299.75</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68365	Capital Outlay Projects Fund	44,066.14	0.00	44,066.14	92*0534728	92*0534730
68371	Capital Outlay Projects Fund	192,665.07	0.00	192,665.07	92*0534822	92*0534831
68376	Capital Outlay Projects Fund	15,488.17	0.00	15,488.17	92*0535014	92*0535016
68384	Capital Outlay Projects Fund	207,946.48	0.00	207,946.48	92*0535121	92*0535127
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b>\$460,165.86</b>	<b>\$0.00</b>	<b>\$460,165.86</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68366	Bond Fund, Measure Q	1,444,880.24	0.00	1,444,880.24	92*0534731	92*0534733
68372	Bond Fund, Measure Q	117,570.67	0.00	117,570.67	92*0534832	92*0534839
68385	Bond Fund, Measure Q	152,311.26	0.00	152,311.26	92*0535128	92*0535132
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b><u>\$1,714,762.17</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,714,762.17</u></b>		



Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68370	Property and Liability Fund	442.00	0.00	442.00	92*0534821	92*0534821
68377	Property and Liability Fund	15,824.93	0.00	15,824.93	92*0535017	92*0535018
68383	Property and Liability Fund	3,940.15	0.00	3,940.15	92*0535119	92*0535120
<b>Total Fund 61 Property and Liability Fund</b>		<b>\$20,207.08</b>	<b>\$0.00</b>	<b>\$20,207.08</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68380	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0535114	92*0535114
<b>Total Fund 62 Workers' Compensation Fu</b>		<b><u>1,837.50</u></b>	<b><u>0.00</u></b>	<b><u>1,837.50</u></b>		

Checks Written for Period 04/15/20 Thru 04/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68375	Student Financial Aid Fund	17,894.00	0.00	17,894.00	92*0535012	92*0535013
68381	Student Financial Aid Fund	130,200.00	0.00	130,200.00	92*0535115	92*0535115
<b>Total Fund 74 Student Financial Aid Fund</b>		<b>\$148,094.00</b>	<b>\$0.00</b>	<b>\$148,094.00</b>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	729,095.49
Total Fund 12 General Fund Restricted	1,464,472.02
Total Fund 13 GF Unrestricted One-Time Fund	234,380.45
Total Fund 33 Child Development Fund	23,299.75
Total Fund 41 Capital Outlay Projects Fund	460,165.86
Total Fund 43 Bond Fund, Measure Q	1,714,762.17
Total Fund 61 Property and Liability Fund	20,207.08
Total Fund 62 Workers' Compensation Fund	1,837.50
Total Fund 74 Student Financial Aid Fund	148,094.00
Grand Total:	<u><u>\$4,796,314.32</u></u>

Checks Written for Period 04/15/20 Thru 04/28/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1A2004318	SAC Diversified Agency Fund	323.44	0.00	323.44	1A*0002308	1A*0002310
1A2004425	SAC Diversified Agency Fund	2,922.78	0.00	2,922.78	1A*0002311	1A*0002313
<b>Total 1A SAC Diversified Agency Fund</b>		<u><u>\$3,246.22</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,246.22</u></u>		

Checks Written for Period 04/15/20 Thru 04/28/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1B2004318	SAC Bookstore Fund	13,076.79	0.00	13,076.79	1B*0002421	1B*0002427
1B2004425	SAC Bookstore Fund	9,851.74	0.00	9,851.74	1B*0002428	1B*0002432
<b>Total 1B SAC Bookstore Fund</b>		<b><u><u>\$22,928.53</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$22,928.53</u></u></b>		

Checks Written for Period 04/15/20 Thru 04/28/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1C2004318	SAC Community Education Fund	13,215.85	0.00	13,215.85	1C*0001254	1C*0001258
<b>Total 1C SAC Community Education Fund</b>		<u><u>\$13,215.85</u></u>	<u><u>\$0.00</u></u>	<u><u>\$13,215.85</u></u>		

Checks Written for Period 04/15/20 Thru 04/28/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1S2004425	SAC Associated Students Fund	12,310.10	3,070.00	9,240.10	1S*0001694	1S*0001702
<b>Total 1S SAC Associated Students Fund</b>		<u><u>\$12,310.10</u></u>	<u><u>\$3,070.00</u></u>	<u><u>\$9,240.10</u></u>		



Checks Written for Period 04/15/20 Thru 04/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T2004318	SAC Diversified Trust Fund	15,448.62	0.00	15,448.62	1T*0001914	1T*0001922
1T2004425	SAC Diversified Trust Fund	1,145.21	0.00	1,145.21	1T*0001923	1T*0001926
<b>Total 1T SAC Diversified Trust Fund</b>		<b><u>\$16,593.83</u></b>	<b><u>\$0.00</u></b>	<b><u>\$16,593.83</u></b>		

**SUMMARY**

Total Fund 1A SAC Diversified Agency Fund	3,246.22
Total Fund 1B SAC Bookstore Fund	22,928.53
Total Fund 1C SAC Community Education Fu	13,215.85
Total Fund 1S SAC Associated Students Fun	9,240.10
Total Fund 1T SAC Diversified Trust Fund	16,593.83
<b>Grand Total:</b>	<b><u><u>\$65,224.53</u></u></b>

Checks Written for Period 04/15/20 Thru 04/28/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2A2004425	SCC Diversified Agency Fund	11,654.21	4,308.92	7,345.29	2A*0001749	2A*0001753
2A2004528	SCC Diversified Agency Fund	117.81	0.00	117.81	2A*0001754	2A*0001754
<b>Total 2A SCC Diversified Agency Fund</b>		<b><u><u>\$11,772.02</u></u></b>	<b><u><u>\$4,308.92</u></u></b>	<b><u><u>\$7,463.10</u></u></b>		

Checks Written for Period 04/15/20 Thru 04/28/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2B2004425	SCC Bookstore Fund	2,132.49	0.00	2,132.49	2B*0002238	2B*0002238
<b>Total 2B SCC Bookstore Fund</b>		<b><u>2,132.49</u></b>	<b><u>\$0.00</u></b>	<b><u>2,132.49</u></b>		

Checks Written for Period 04/15/20 Thru 04/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2C2004425	SCC Community Education Fund	410.39	0.00	410.39	2C*0001201	2C*0001202
<b>Total 2C SCC Community Education Fund</b>		<b><u>410.39</u></b>	<b><u>\$0.00</u></b>	<b><u>410.39</u></b>		

Checks Written for Period 04/15/20 Thru 04/28/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2T2004425	SCC Diversified Trust Fund	6,061.53	0.00	6,061.53	2T*0001494	2T*0001496
2T2004528	SCC Diversified Trust Fund	88.26	0.00	88.26	2T*0001497	2T*0001497
<b>Total 2T SCC Diversified Trust Fund</b>		<u><u>\$6,149.79</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,149.79</u></u>		

**SUMMARY**

Total Fund 2A SCC Diversified Agency Fund	7,463.10
Total Fund 2B SCC Bookstore Fund	2,132.49
Total Fund 2C SCC Community Education Fu	410.39
Total Fund 2T SCC Diversified Trust Fund	6,149.79
<b>Grand Total:</b>	<b><u><u>\$16,155.77</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT**  
**From 04/15/2020 To 04/28/2020**  
**Board Meeting on 05/11/2020**

**BACKGROUND**

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

**ANALYSIS**

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
3000	EMPLOYEE BENEFITS		6,000
4000	SUPPLIES & MATERIALS		65,804
5000	OTHER OPERATING EXP & SERVICES	10,625	
6000	CAPITAL OUTLAY		4,821
7900	RESERVE FOR CONTINGENCIES	66,000	
<b>Total Transfer Fund 11</b>		<b>\$76,625</b>	<b>\$76,625</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
1000	ACADEMIC SALARIES		19,569
2000	CLASSIFIED SALARIES	8,602	
3000	EMPLOYEE BENEFITS		19,384
4000	SUPPLIES & MATERIALS		12,190
5000	OTHER OPERATING EXP & SERVICES	252,677	
6000	CAPITAL OUTLAY		210,136
<b>Total Transfer Fund 12</b>		<b>\$261,279</b>	<b>\$261,279</b>
<b><u>Fund 31: Bookstore Fund</u></b>			
2000	CLASSIFIED SALARIES		5,256
5000	OTHER OPERATING EXP & SERVICES	20,000	
7900	RESERVE FOR CONTINGENCIES		14,744
<b>Total Transfer Fund 31</b>		<b>\$20,000</b>	<b>\$20,000</b>
<b><u>Fund 33: Child Development Fund</u></b>			
4000	SUPPLIES & MATERIALS	550	
5000	OTHER OPERATING EXP & SERVICES		550
<b>Total Transfer Fund 33</b>		<b>\$550</b>	<b>\$550</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
4000	SUPPLIES & MATERIALS	11	
6000	CAPITAL OUTLAY		11
<b>Total Transfer Fund 41</b>		<b>\$11</b>	<b>\$11</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>			
2000	CLASSIFIED SALARIES		3,108
5000	OTHER OPERATING EXP & SERVICES	1,590	
6000	CAPITAL OUTLAY		1,590
7900	RESERVE FOR CONTINGENCIES	3,108	
<b>Total Transfer Fund 79</b>		<b>\$4,698</b>	<b>\$4,698</b>



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 04/15/2020 To 04/28/2020  
Board Meeting on 05/11/2020**

**BACKGROUND**

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

**ANALYSIS**

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

		Revenue	Appropriation
<b><u>Fund 12: General Fund Restricted</u></b>			
8100	FEDERAL REVENUES	48,994	
8600	STATE REVENUES	5,666,833	
1000	ACADEMIC SALARIES		48,840
2000	CLASSIFIED SALARIES		227,308
3000	EMPLOYEE BENEFITS		103,077
4000	SUPPLIES & MATERIALS		8,815
5000	OTHER OPERATING EXP & SERVICES		5,207,787
6000	CAPITAL OUTLAY		120,000
<b>Total Transfer Fund 12</b>		<b>\$5,715,827</b>	<b>\$5,715,827</b>
<b><u>Fund 72: Representation Fee Trust Fund</u></b>			
8800	LOCAL REVENUES	11,415	
5000	OTHER OPERATING EXP & SERVICES		11,415
<b>Total Transfer Fund 72</b>		<b>\$11,415</b>	<b>\$11,415</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
8100	FEDERAL REVENUES	(3,445,152)	
7000	OTHER OUTGO		(3,445,152)
<b>Total Transfer Fund 74</b>		<b>\$(3,445,152)</b>	<b>\$(3,445,152)</b>

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT- ATTACHMENT  
From 04/15/2020 To 04/28/2020  
Board Meeting on 05/11/2020**

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.

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>		
<b>BC0X17C4OV      04/16/20</b>		
4000      SUPPLIES & MATERIALS		66,000
7900      RESERVE FOR CONTINGENCIES	66,000	
	<b>\$66,000</b>	<b>\$66,000</b>
<b>Total Reference BC0X17C4OV</b>		
<b>Reason:</b> Adjustment		
<b>Description:</b> COVID-19 masks. Second order.		
<b><u>Fund 12: General Fund Restricted</u></b>		
<b>B026563            04/17/20</b>		
2000      CLASSIFIED SALARIES		93,908
3000      EMPLOYEE BENEFITS		34,876
4000      SUPPLIES & MATERIALS		1,706
5000      OTHER OPERATING EXP & SERVICES	130,490	
	<b>\$130,490</b>	<b>\$130,490</b>
<b>Total Reference B026563</b>		
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Allocate funds to RC 17/18		
<b>BCFU5VWKGZ      04/15/20</b>		
2000      CLASSIFIED SALARIES	102,739	
3000      EMPLOYEE BENEFITS	5,280	
4000      SUPPLIES & MATERIALS		20,826
5000      OTHER OPERATING EXP & SERVICES	112,981	
6000      CAPITAL OUTLAY		200,174
	<b>\$221,000</b>	<b>\$221,000</b>
<b>Total Reference BCFU5VWKGZ</b>		
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Equity 2548 F&P Arts Purchase		
<b><u>Fund 31: Bookstore Fund</u></b>		
<b>BCYUOGR291      04/28/20</b>		
2000      CLASSIFIED SALARIES		5,256
5000      OTHER OPERATING EXP & SERVICES	20,000	
7900      RESERVE FOR CONTINGENCIES		14,744
	<b>\$20,000</b>	<b>\$20,000</b>
<b>Total Reference BCYUOGR291</b>		
<b>Reason:</b> Adjustment		
<b>Description:</b> Adjust 19/20 estimated i/expense		
<b><u>Fund 79: Diversified Trust Fund</u></b>		
<b>BC9WBDAURC      04/28/20</b>		
2000      CLASSIFIED SALARIES		3,108
7900      RESERVE FOR CONTINGENCIES	3,108	
	<b>\$3,108</b>	<b>\$3,108</b>
<b>Total Reference BC9WBDAURC</b>		
<b>Reason:</b> Adjustment		
<b>Description:</b> Adjustment to estimated 19/20		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT- ATTACHMENT  
From 04/15/2020 To 04/28/2020  
Board Meeting on 05/11/2020**

**Fund 12: General Fund Restricted**

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B026564            04/17/20</b>			
8600	STATE REVENUES	247,426	
1000	ACADEMIC SALARIES		48,840
2000	CLASSIFIED SALARIES		30,810
3000	EMPLOYEE BENEFITS		30,350
4000	SUPPLIES & MATERIALS		7,910
5000	OTHER OPERATING EXP & SERVICES		9,516
6000	CAPITAL OUTLAY		120,000
<b>Total Reference B026564</b>		<b>\$247,426</b>	<b>\$247,426</b>
<b>Reason:</b> New Budget			
<b>Description:</b> SWF SCC Local Share 19/20			
<b>B026565            04/17/20</b>			
8600	STATE REVENUES	519,607	
5000	OTHER OPERATING EXP & SERVICES		519,607
<b>Total Reference B026565</b>		<b>\$519,607</b>	<b>\$519,607</b>
<b>Reason:</b> New Budget			
<b>Description:</b> SWP 19/20 Local Share SAC			
<b>B026566            04/17/20</b>			
8600	STATE REVENUES	4,899,800	
2000	CLASSIFIED SALARIES		147,504
3000	EMPLOYEE BENEFITS		72,727
4000	SUPPLIES & MATERIALS		905
5000	OTHER OPERATING EXP & SERVICES		4,678,664
<b>Total Reference B026566</b>		<b>\$4,899,800</b>	<b>\$4,899,800</b>
<b>Reason:</b> New Budget			
<b>Description:</b> SWF 19/20 Regional Share DO			
<b>B026575            04/28/20</b>			
8100	FEDERAL REVENUES	48,994	
2000	CLASSIFIED SALARIES		48,994
<b>Total Reference B026575</b>		<b>\$48,994</b>	<b>\$48,994</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Adjust 1401 budget to align with G5 balance			

**Fund 74: Student Financial Aid Fund**

<b>B026568            04/22/20</b>			
8100	FEDERAL REVENUES	1,446,953	
7000	OTHER OUTGO		1,446,953
<b>Total Reference B026568</b>		<b>\$1,446,953</b>	<b>\$1,446,953</b>
<b>Reason:</b> New Budget			
<b>Description:</b> New CARES Act Student Aid Budget SCC			
<b>B026569            04/22/20</b>			
8100	FEDERAL REVENUES	2,797,198	
7000	OTHER OUTGO		2,797,198
<b>Total Reference B026569</b>		<b>\$2,797,198</b>	<b>\$2,797,198</b>
<b>Reason:</b> New Budget			
<b>Description:</b> New CARES Act IHE Student Aid Budget SAC			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
**From 04/15/2020 To 04/28/2020**  
**Board Meeting on 05/11/2020**

<b>BUDGET INCREASES AND DECREASES</b>	<b>Revenue</b>	<b>Appropriation</b>
<b>B026572            04/28/20</b>		
8100    FEDERAL REVENUES	103,928	
7000    OTHER OUTGO		103,928
<b>Total Reference B026572</b>	<b>\$103,928</b>	<b>\$103,928</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Adjust 1402 budget to align with G5 balance		
<b>B026573            04/28/20</b>		
8100    FEDERAL REVENUES	(87,372)	
7000    OTHER OUTGO		(87,372)
<b>Total Reference B026573</b>	<b>\$(87,372)</b>	<b>\$(87,372)</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Adjust 1412 budget to align with G5 balance		
<b>B026574            04/28/20</b>		
8100    FEDERAL REVENUES	(3,101,380)	
7000    OTHER OUTGO		(3,101,380)
<b>Total Reference B026574</b>	<b>\$(3,101,380)</b>	<b>\$(3,101,380)</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Reconcile budget to Pell 19/20 to G5		
<b>B026576            04/28/20</b>		
8100    FEDERAL REVENUES	(948,338)	
7000    OTHER OUTGO		(948,338)
<b>Total Reference B026576</b>	<b>\$(948,338)</b>	<b>\$(948,338)</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Adjust 1406 budget to align with G5 balance		
<b>B026578            04/28/20</b>		
8100    FEDERAL REVENUES	(3,235,343)	
7000    OTHER OUTGO		(3,235,343)
<b>Total Reference B026578</b>	<b>\$(3,235,343)</b>	<b>\$(3,235,343)</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Reconcile budget for Pell 19/20 to G5		
<b>B026579            04/28/20</b>		
8100    FEDERAL REVENUES	(471,753)	
7000    OTHER OUTGO		(471,753)
<b>Total Reference B026579</b>	<b>\$(471,753)</b>	<b>\$(471,753)</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Adjust SCC 1406 DL budget to align with G5 balance		
<b>B026580            04/28/20</b>		
8100    FEDERAL REVENUES	56,299	
7000    OTHER OUTGO		56,299
<b>Total Reference B026580</b>	<b>\$56,299</b>	<b>\$56,299</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Reconcile budget for Pell 18/19 to G5		

**RECOMMENDATION**

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

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

To:	Board of Trustees	Date: May 11, 2020
Re:	Reject all Bids for Bid #1383 – Purchase of Microscopes for the New Science Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This docket item was submitted to the Board of Trustees for the Rejection of all Bids for Bid #1383 – Purchase of Microscopes for the New Science Center at Santa Ana College on April 27, 2020. This item was removed from the agenda pending additional information and is now resubmitted for approval.

This is an approval for the rejection of Bid #1383 – Purchase of Microscopes for the New Science Center at Santa Ana College. With the opening of the new Science Center, it was the intent to enhance the Biology department programs by adding new compound microscopes and stereomicroscopes for these classes due to the increase in student seats in each lab and the increase of one General Biology lab to the department. The bid is for the procurement of new student and instructor compound microscopes and stereomicroscopes for the following labs: Molecular Cell Biology, Physiology, Microbiology, Anatomy, Organismal, and General Biology.

The student base model microscopes are lightweight and equipped with lenses in various magnifications and interchangeable eyepieces to enhance the lab experience. The characteristics of the instructor’s version is comparable but, also feature additional devices including digital cameras to provide real-time images of observations, LED pointer capability for on-screen referencing, and dual focusing gooseneck LED illumination to enrich demonstrations.

**ANALYSIS:**

Bid #1383 Purchase of Microscopes for the New Science Center at Santa Ana College was advertised in the Orange County Register on February 25, 2020 and March 3, 2020. A Notice Inviting Formal Bids was sent to sixteen (16) microscope vendors on February 27, 2020.

On April 7, 2020, the District held a formal bid opening as noted on the attached bid summary. The District received one bid for the project. The bid response was reviewed by District staff and legal counsel, Hugh Lee of Atkinson, Andelson, Loya, Ruud and Romo, it was determined that the bid is non-responsive. Therefore, District staff and legal counsel recommend rejection of all bids at this time.

Staff is currently re-evaluating procurement alternatives and does not recommend awarding the bid at this time.

**RECOMMENDATION:**

It is recommended that the Board of Trustees reject all bids for Bid #1383 – Purchase of Microscopes for the New Science Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: May 11, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



**Rancho Santiago Community College District**  
2323 North Broadway, Suite 109  
Santa Ana, CA 92706-1640

## BID SUMMARY

<b>BID #1383</b>	<b>PROJECT:</b> Purchase of Microscopes for the New Science Center at Santa Ana College	<b>DUE: 2:00 P.M., Read: 3:00 P.M.</b> <b>DATE: April 7, 2020</b>
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### REJECT ALL BIDS

#### BIDDER

#### BID AMOUNT

Olympus America, Incorporated  
48 Woerd Avenue  
Waltham, MA 02453-3824

\*Non-responsive

**1 TOTAL BIDDER**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: May 11, 2020
Re:	Approval of Resource Development Item	
Action:	Request for Approval	

**ANALYSIS**

An item for the following categorically funded programs was developed.

<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
1. Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers – Year 2 (District)	01/14/2020	\$12,000,000
<p>Rancho Santiago Community College District (RSCCD) received a renewal grant to serve as the Fiscal Agent for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers funded by the California Community Colleges Chancellor's Office. As Fiscal Agent, RSCCD will prepare sub-agreements, monitor quarterly expenditure reports, track invoices and expenditures for sub-grantees and vendors and provide compliance guidance. (19/20). <i>No match required.</i></p>		

**RECOMMENDATION**

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

Fiscal Impact:	\$12,000,000	Board Date: May 11, 2020
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**SPECIAL PROJECT DETAILED BUDGET #2563**  
**NAME: Strong Workforce Program K-12 Pathway Coordinators and**  
**K-14 Technical Assistance Providers - Year 2 (District)**  
**FISCAL YEAR 2019/2020**

**CONTRACT PERIOD: 01/14/2020 - 12/31/2022**  
**CONTRACT AWARD: \$12,000,000**  
**PRIME SPONSOR: California Community Colleges Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**PRIME AWARD: #19-205-011**

**PROJ ADM: Enrique Perez**  
**PROJ DIR: Sarah Santoyo**  
**Date: 4/29/2020**

GL Account String	Description	New Budget	
		Debit	Credit
12 2563 000000 50000 8659	Other Reimb Categorical Allow : District Operations		12,000,000
12 2563 672000 50000 5865	Indirect Costs : District Operations (4%)	461,538	
<b>12_2563_679000_53345_2130</b>	<b>Classified Employees : Resource Development</b> Fiscal Agent staff support \$4,497.41/mth. x 18 mths. x 88%	<b>71,239</b>	
12 2563 679000 53345 3215	PERS - Non-Instructional : Resource Development	16,171	
12 2563 679000 53345 3315	OASDHI - Non-Instructional : Resource Development	4,540	
12 2563 679000 53345 3325	Medicare - Non-Instructional : Resource Development	1,062	
12 2563 679000 53345 3415	H & W - Non-Instructional : Resource Development	17,126	
12 2563 679000 53345 3435	H & W - Retiree Fund Non-Inst : Resource Development	2,014	
12 2563 679000 53345 3515	SUI - Non-Instructional : Resource Development	37	
12 2563 679000 53345 3615	WCI - Non-Instructional : Resource Development	1,098	
12 2563 679000 53345 3915	Other Benefits - Non-Instruct : Resource Development	1,980	
12 2563 679000 53345 4610	Non-Instructional Supplies : Resource Development	395	
12_2563_684000_53345_5100	Contracted Services : Resource Development - Sub-agreements to hosts SWP K12 Pathway Coordinators (66) CCDs x \$125,000/each (year 2) = \$8,250,000 - Sub-agreements to hosts SWP K14 TAPs (8) regions x \$180,000/each (year 2) = \$1,440,000 - Other sub-agreements or subcontracts as determined by the Chancellor's Office \$1,732,800	11,422,800	
	<b>Total #2563 - SWP K12 PCs and K14 TAPs (DO)</b>	<b>12,000,000</b>	<b>12,000,000</b>



**California Community Colleges Chancellor's Office  
Monday, January 13, 2020  
Board of Governors Meeting**

**Item 2: Workforce and Economic Development Division**

Type of Agreement: Grant (Fiscal Agent/Outgoing funds)

Contractor or Grantee: Rancho Santiago CCD

Contract or Grant Number: 19-205-011

Term: January 14, 2020 - December 31, 2022

Project Year: Year Two

Amount of Agreement: \$12,000,000

Bid Process: Non-competitive

Purpose:

This grant funds a college fiscal agent to establish seventy-two K-12 Workforce Pathway Coordinators to deliver technical assistance and support to local educational agencies (LEA's) to implement career technical education courses, programs, and pathways and integrate available local, regional, state, and private resources to ensure that pupils will achieve successful workforce outcomes, per Section 88833 of the K12 Strong Workforce Program (K-12 SWP). The college fiscal agent will create, execute and disburse sub-agreements to colleges and K-12 LEA's, and administer the sub-agreements at the direction of the Chancellor's Office and in partnership with the California Department of Education, including collection of annual work plans and quarterly reports submitted by sub-grantees.

The K-12 component of the Strong Workforce Program creates, supports, or expands high-quality career technical education programs at the K-12 level that are aligned with the workforce development efforts occurring through the Strong Workforce Program. The Chancellor's Office is responsible for the implementation of the K-12 SWP program, in consultation with the California Department of Education.

Reason For Board Approval:

Standing Orders 319 (b) (1) requires Board of Governors approval for every grant over \$100,000. This grant is over \$100,000.

Accomplishments From Prior Year:

The Chancellor's Office in consultation with the California Department of Education collaborated to develop the following:

- Regional Consortia planning and implementation related to the Technical Assistance Providers for the K-12 SWP program.
- Established statements of work and outcomes, as well as selection processes for the K-14 Technical Assistance Providers and K-12 Workforce Pathways Coordinators.
- Developed on-boarding for the K-12 Workforce Pathway Coordinators in 2020.
- Developed and Implemented NOVA and Launchboard tools to track local and regional plans, expenditures and student outcomes.

Goals For The Proposed Term:

5.1 (3)

The goals for the proposed term are to work in partnership with the California Department of Education to administer and develop the following:

- Select, onboard and train seventy-two K-12 Workforce Pathway Coordinators to work with LEAs and local colleges.
- Complete implementation of eight K-14 Technical Assistance Providers in each regional consortium.
- Update NOVA and Launchboard to support data and accountability of local and regional plans, expenditures and student outcomes.

### **Attachments**

1. Board of Governors Resolution 2020-01

File Attachments

[3.1-1-board-resolution-contracts-and-grants-a11y.pdf \(44 KB\)](#)

## **Item 3.1, Attachment 1: Board of Governors Resolution for January 2020 Grants and Contracts**

Resolution of the Board of Governors  
California Community Colleges  
No. 2020-01

*WHEREAS*, The Procedures and Standing Orders Sections 318 and 319 of the Board of Governors require the Chancellor to receive Board approval before entering into contracts or grants which are in excess of \$100,000, or over three years in duration, or with respect to consulting services, in excess of \$50,000.

*WHEREAS*, the Chancellor's Office seeks approval of two items that exceed these thresholds; and

*WHEREAS*, there is good cause to enter these agreements.

*THEREFORE, BE IT RESOLVED*, that the California Community Colleges Board of Governors directs the following actions:

- 1.** The Board of Governors of the California Community Colleges, acting pursuant to Education Code section 70901, subdivision (b), and sections 318 and 319 of its Standing Orders, hereby: approves the contracts and grants described in the January 2020 agenda as 19-047-001 and 19-207-011; and
- 2.** The Chancellor is directed to take all administrative actions necessary to give effect to this resolution.

Vote Count:

Date: January 13, 2020

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Tom Epstein, President  
Board of Governors California Community Colleges

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To:	Board of Trustees	Date:	May 11, 2020
Re:	Approval of Sub-Agreements between RSCCD and Contra Costa Community College District, Feather River Community College District, Grossmont-Cuyamaca Community College District Auxiliary Services, Riverside Community College District, Santa Clarita Community College District, and Tulare County Office of Education to award the Strong Workforce Program K14 Technical Assistance Providers Grants		
Action:	Request for Approval		

**BACKGROUND**

RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program Initiative (#19-205-011), funded by the California Community Colleges, Workforce and Economic Development Division (WEDD), to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative. This is a renewal of the grant for a second year of funding.

**ANALYSIS**

The Chancellor's Office has allocated funds to renew the K-14 Pathway Technical Assistance Providers (K14 TAPs) grants for a second year as part of the infrastructure to support the K12 Strong Workforce Program. Each host will receive \$180,000 in this renewal to support the K14 TAPs. The chart below lists the eight selected regions:

K14 Pathway TAP Host	Region	Agreement No.
Contra Costa CCD	Bay Area	DO-19-2563-60
Feather River CCD	North Far North	DO-19-2563-61
Grossmont-Cuyamaca CCD Auxiliary Organization	San Diego/Imperial	DO-19-2563-62
Riverside CCD	Inland Empire/Desert	DO-19-2563-63
Santa Clarita CCD	South Central Coast	DO-19-2563-64
Tulare County Office of Education	Central/Mother Lode	DO-19-2563-65
Rancho Santiago CCD	Los Angeles	N/A
Rancho Santiago CCD	Orange County	N/A

**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:	\$1,440,000 (grant-funded)	Board Date: May 11, 2020
Prepared by:	Sarah Santoyo, Assistant Vice Chancellor of Educational Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
[NAME OF LOCAL EDUCATIONAL AGENCY HOST]**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 11<sup>th</sup> day of May, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [Name of LEA Host] (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 Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Prime Award #19-205-011 (hereinafter “Grant”) to sub-grant and contract with partners and vendors to support the work of the initiative such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to **host the K14 Technical Assistance Provider for the [Name of Region]** and 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 implement the Scope of Work (*Exhibit A*), approved by the Prime Sponsor, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions and to perform the work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2020, through December 31, 2021.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$180,000.00.

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. Payment and Invoicing

SUBCONTRACTOR will submit an invoice for an advance payment of 80%, and a final invoice for payment of the remaining 20%. Payment is contingent upon successful performance of the work, as approved by the Chancellor's Office. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to Sarah Santoyo (Santoyo\_Sarah@rsccd.edu) and Maria Gil (Gil\_Maria@rsccd.edu).

The subject line of the e-mail should be written as follows: Invoice\_K14TAP\_[Name of Region].

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. Guidance on the reporting process and requirement will be provided to the SUBCONTRACTOR by RSCCD.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Program Design Requirements

PRIME SPONSOR may request SUBCONTRACTOR to follow grant-specific processes and procedures, complete forms or toolkits, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards. Technical assistance, training and support services will be provided to assist SUBCONTRACTOR with responding to these requests.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. 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.

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, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo, Assistant Vice Chancellor, Educational Services  
2323 N. Broadway, Suite 201  
Santa Ana, CA 92706  
(714) 480-7466; santoyo\_sarah@rsccd.edu

**Fiscal Representative:**  
Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, hardash\_peter@rsccd.edu

**SUBCONTRACTOR:**

**Primary Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Fiscal Representative:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement, the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: [Name of LEA Host]

By: \_\_\_\_\_  
Name: Peter J. Hardash  
\_\_\_\_\_  
Title: Vice Chancellor  
Business Operations/Fiscal Services  
\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Board Approval Date: May 11, 2020

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (approved by Chancellor's Office)

Exhibit B: Guidance Memo from the Chancellor's Office (from FY 2018/19)

Exhibit C: Articles I, Rev. 09/18 and Article II, Rev. 05/14

*(NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)*

# EXHIBIT A

## APPENDIX B

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee):

Please Select District

COLLEGE:

PROJECT:

K14 Technical Assistance Provider

FISCAL YEAR: 2019/20

---

RFA NUMBER: 19-205-011

---

FUNDING SOURCE: Workforce & Economic Development Division

---

PROJECT BUDGET: \$

180,000

# EXHIBIT A

## APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: K14 Technical Assistance Provider

COLLEGE: 0.0

RFA NUMBER: 19-205-011

### CONTACT PAGE

District:	_____		
Address:	_____		
City:	_____	State: CA	Zip: _____

<b>District Superintendent/President</b> <i>(or authorized designee)</i>			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

<b>Responsible Administrator</b> <i>(Should not be the same as Project Director)</i>			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

<b>Project Director</b> <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

<b>Person Responsible for Data Entry</b>			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

<b>District Chief Business Officer</b> <i>(or authorized designee)</i>			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

<b>Person Responsible for Budget Certification</b>			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

# EXHIBIT A

## APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: K14 Technical Assistance Provider

DISTRICT: Please select District on 'Do First' tab.

COLLEGE: 0.0

RFA NUMBER: 19-205-011

### APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	190,000
1000		\$	-
		\$	-
2000		\$	-
		\$	-
3000	Employee Benefits	\$	-
		\$	-
4000	Supplies and Materials	\$	-
		\$	-
5000	Other Operating Expenses and Services	\$	-
		\$	-
6000	Capital Outlay	\$	-
		\$	-
7000	Other Outgo	\$	-
		\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	0
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		\$	0
<b>TOTAL COSTS:</b>		\$	0

# EXHIBIT A

## APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: K14 Technical Assistance Provider

DISTRICT: Please select District on 'Do First' tab.

COLLEGE: 0.0

RFA NUMBER: 19-205-011

### APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED	FUNDING REQUIRES MATCH
			\$ 190,000	0%
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 0	\$ 0
3000	EMPLOYEE BENEFITS	3	\$ 0	\$ 0
4000	SUPPLIES AND MATERIALS	4	\$ 0	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 0	\$ 0
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
<b>TOTAL DIRECT COSTS:</b>		8	\$ 0	\$ 0
<b>TOTAL INDIRECT COSTS</b> (Not to exceed 4% of Direct Costs):		9	\$ 0	
<b>TOTAL COSTS:</b>		10	\$ 0	\$ 0

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCCO.

**Project Director:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**District Chief Business Officer (or authorized designee):**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# EXHIBIT A

## APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Please Select Project on 'Do First' Tab

SECTOR (If applicable): Please Select Sector on 'Do First' Tab

DISTRICT: Please Select District on 'Do First' Tab

COLLEGE: FISCAL

YEAR: 2019/20 RFA

NUMBER: ERROR

### Statement of Work (Annual Workplan) Objectives/Common Metrics

Objective:	<div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;">1</div>
------------	---

Strong Workforce Metrics:	Select: <div style="border: 1px solid black; width: 40px; height: 20px; background-color: #e0f2f7; display: inline-block;"></div>
---------------------------	---

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1. 1				
1. 2				

# EXHIBIT A

## APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Please Select Project on 'Do First' Tab

SECTOR (If applicable): Please Select Sector on 'Do First' Tab

DISTRICT: Please Select District on 'Do First' Tab

COLLEGE: FISCAL

YEAR: 2019/20 FA

NUMBER: ERROR

### Statement of Work (Annual Workplan) Objectives/Common Metrics

Objective:	<div style="border-bottom: 1px solid black; display: inline-block; width: 50px; text-align: center;">1</div>
------------	--

Strong Workforce Metrics:	Select: <div style="border: 1px solid black; width: 40px; height: 20px; background-color: #e0f2f7; display: inline-block;"></div>
---------------------------	---

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1. 3				
1. 4				

# EXHIBIT A

## K-14 TAP Scope of Work

1. **Provide leadership, guidance, and technical assistance to the region related to K-12 Strong Workforce Program (SWP) and Career Technical Education Incentive Grant (CTEIG).**
  - a. Serve as a liaison between the regional consortium in the region and K-12 Career Technical Education.
  - b. Participate in developing, revising, and disseminating the Regional Strong Workforce Plan.
  - c. Ensure all K-12 Projects and K-12 Coordinators are kept informed regarding the Regional Strong Workforce Program.
  - d. Provide technical assistance to K-12 educators applying for funding to support Career Technical Education.
  
2. **Conduct a needs assessment of the status of implementation of K-12 Career Technical Education within the region and develop and maintain a list of all Career Technical Education Incentive Grants (CTEIG) and Strong Workforce Program (SWP) funded projects.**
  - a. Determine if policies and procedures have been developed related to K-14 Career Pathways.
  - b. Determine the status of K-12 career technical education alignment with community college Career Pathways within the region.
  - c. Identify model programs to be shared and replicated within the region.
  - d. Promote strategies to promote students achieving successful completion of K-12.
  
3. **Conduct professional development activities for the K-12 Coordinators within the region.**
  - a. In collaboration with the key regional talent, conduct training related to Career Pathways Implementation within the region
  - b. Conduct conference calls with K-12 Coordinators to ensure dissemination of information related to Strong Workforce Program and Career Technical Education Incentive Grants.
  - c. Provide Technical Assistance to K-12 Coordinators, Career Technical Education teachers, and staff as needed in the region.
  
4. **Promote partnerships between K-12 and business & Industry within region.**
  - a. Develop an ongoing mechanism for communication between the Regional Directors for Business Engagement and the K-12 Career Technical Education staff.
  - b. Communicate the high growth, high income sectors/occupations to constituents in the region.
  - c. Facilitate advisory committees comprised of industry and Career Technical Education teachers.
  - d. Facilitate industry job shadowing for CTE teachers/counselors.
  - e. Identify Work Based Learning activities within region and disseminate to K-12 Career Technical Education staff.

## EXHIBIT A

K-14 TAP Scope of Work  
Page 2

5. **Ensure the collection of data documenting meeting the SWP\* Metrics for each project funded by SWP\* dollars.**
  - a. Ensure all SWP\* funded projects have knowledge regarding SWP\* Metrics.
  - b. Ensure all SWP\* funded projects have a mechanism in place to collect the required data.
  - c. Share outcome data on a regular basis to all stakeholders in the region.

\*Maybe add CTEIG, although I think that rests with CDE.



California  
Community  
Colleges

**MEMORANDUM**

March 25, 2019

19-005 | Via Email

**To:** Chief Executive Officers  
Chief Instructional Officers  
Chief Student Services Officers  
Chief Business Officers  
CTE Deans  
Regional Consortium Chairs  
  
K12 Local Education Agencies

**CC:** Sheneui Weber, Vice Chancellor  
Division of Workforce and Economic Development  
  
California Department of Education  
  
Division of Workforce and Economic Development Leadership and Staff

**From:** Matthew Roberts, Ed.D., Dean of Workforce and Economic Development  
California Community Colleges Chancellor's Office

**Subject:** Funding Announcement for Career Technical Education Incentive Grant and K12 Strong Workforce Program Combined Key Field Talent Positions

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### **Guidance on the Selection of Career Technical Education Incentive Grant (CTEIG) and K12 SWP Combined Position**

The California Community Colleges Chancellor's Office (CCCCO), in partnership with the California Department of Education (CDE), is pleased to announce annual funding to put in place a regional technical assistance structure to assist Local Educational Agencies (LEAs), teachers and industry partners in implementing high-quality CTE programs. Education Code 88833 appropriates up to \$12,000,000 in annual career technical education funding to support the establishment of Career Technical Education Key Talent field positions to support **both the CTE Incentive Grant Program and the K12 component of the Strong Workforce Program** as follows:

1. Eight (8) **K14 Technical Assistance Providers** – roughly one per Strong Workforce regional consortium and funded through each regional consortium;

## EXHIBIT B

- a. The state's eight regional target areas under K12 SWP are as follows:
- North Far North region
  - San Francisco Bay Area region
  - Central Valley/Mother Lode region
  - South Central Coast region
  - Los Angeles sub-region
  - Orange County sub-region
  - Inland Empire/Desert region
  - San Diego/Imperial Counties region

This memo provides guidance for the K14 Technical Assistance Providers (K14 TAPs) only. A memo will be forthcoming that provides guidance for the K12 Pathways Coordinator position.

### Flow of Funding, Applications and Hiring

The California Community Colleges Chancellor's Office will use a single fiscal agent to administer the \$12 million in K12 SWP funding each year, and during the first year of implementation. This fiscal agent will help process all funding and execute contracts with LEAs and CCC Districts.

The application and employment process for the K14 TAPs will begin shortly and take place locally. See the list of key dates in the next section for an implementation timeline. Each K12 SWP Regional Consortium will activate the eight (8) **K14 Technical Assistance Provider** positions. Positions are expected to begin in July 2019 until the full number is activated.

#### **K14 Technical Assistance Provider**

For the K14 Technical Assistance Provider (TAP), each Regional Consortium will determine how to place the position in the region. Regions may use one of the following options to timely onboard each position: 1) to host with the established regional fiscal agent; 2) to have a college within the region host; or, 3) to contract with another allowable fiscal agent. The grant amount is capped: \$190,000.00 per year and includes travel and meeting arrangements. The salary range for this position is suggested to be between \$75,000.00- \$125,000.00 per year including benefits. The range is provided to allow compensation to commensurate with local market rates. The position is expected to start July 1, 2019 and run for 18 months under the first contract. The identified host will therefore receive a prorated grant amount equal to 18 months. The position will be renewable in 12 month increments thereafter (pending approval in the state budget)

## EXHIBIT B

### Rollout and Timeline for 2018–2019 K14 Technical Assistance Providers

The proposed timeline for applications, selection, and onboarding training of K14 Technical Assistance Providers (TAPs) is as follows:

March 22, 2019	Formal Announcement of \$12 million K12 SWP funding with Job descriptions of K14 TAPs available online.
April 12, 2019	Each Regional Consortium will identify and execute host fiscal agent grant contracts.
April 17, 2019	Applications become available throughout the state for K14 TAPs.
Beginning July 1, 2019	The Regional Consortium and its designated fiscal agent shall execute grant contracts to fiscal agent hosts, and subsequently notify the CCCC and CDE of employment process results.
Ongoing	CCCC and CDE will review executed contracts and coverage, and review process and outcomes of hiring and publish the final selection of K14 TAPs.
July TBD, 2019	Onboarding and Training for K14 TAP

Chancellor's Office, California Community Colleges

**GRANT AGREEMENT**

**ARTICLE I**

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers  
Program-Specific Legal Terms and Conditions  
September 2018**

**ARTICLE II**

**Standard Legal Terms and Conditions**  
(Revision 5/15/14)

To access a copy of Articles I and II, please [click here](#).



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To:	Board of Trustees	Date: May 11, 2020
Re:	Approval of Sub-Agreements between RSCCD and Local Educational Agencies in the Bay Area, Central Valley/Mother Lode, Inland Empire Desert, Los Angeles County, North/Far North, Orange County, San Diego/Imperial and South Central Coast regions selected to host the Strong Workforce Program K12 Pathway Coordinators – Year 2	
Action:	Request for Approval	

**BACKGROUND**

RSCCD was selected to serve as the Fiscal Agent for 2019/20 career technical education funding that supports the continuation of the Strong Workforce Program K12 Pathway Coordinators from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. At the direction of the Chancellor’s Office, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

**ANALYSIS**

The Chancellor’s Office has allocated funds to year 2 funding of K12 Pathway Coordinators selected and hosted in each region, as part of the infrastructure to support the K12 Strong Workforce Program. In year 1 (2018/19), the Regional Consortia were tasked with facilitating the selection of Local Educational Agencies (LEAs) to serve as hosts for K12 Pathway Coordinators. In order for the LEAs to receive year 2 (2019/20) funds RSCCD, the Fiscal Agent, has developed sub-agreements with the hosts. Each LEA host will receive \$125,000 per community college district (CCD) served. The performance period is July 1, 2020 through December 31, 2021. The attached chart lists the 59 selected LEA hosts serving 72 CCDs in the eight regions to be awarded year 2 funds.

**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:	\$9,000,000 (grant-funded)	Board Date: May 11, 2020
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**List of Local Educational Agencies to host SWP K12 Pathway Coordinators – Year 2**

LEA Host	CCD Served	Agreement No.
<b>Bay Area Region</b>		
Alameda County Office of Education	Ohlone CCD	DO-19-2563-01
Contra Costa County Office of Education / Superintendent of Schools	Contra Costa CCD	DO-19-2563-02
Marin County Office of Education	Marin CCD	DO-19-2563-03
Mission Trails Regional Occupational Program / Salinas Union High School District	Hartnell CCD	DO-19-2563-04
	Monterey Peninsula CCD	
Napa County Superintendent of Schools / Napa County Office of Education	Napa Valley CCD	DO-19-2563-05
Oakland Unified School District	Peralta CCD	DO-19-2563-06
Palo Alto Unified School District	Foothill-DeAnza CCD	DO-19-2563-07
San Francisco Unified School District	San Francisco CCD	DO-19-2563-08
San Mateo County Office of Education	San Mateo County CCD	DO-19-2563-09
Santa Clara County Office of Education	Gavilan Joint CCD	DO-19-2563-10
	San Jose/Evergreen CCD	
	West Valley-Mission CCD	
Santa Cruz County Office of Education	Cabrillo CCD	DO-19-2563-11
Solano County Office of Education	Solano CCD	DO-19-2563-12
Sonoma County Office of Education	Sonoma County CCD	DO-19-2563-13
Tri-Valley Regional Occupational Program	Chabot-Las Positas CCD	DO-19-2563-14
<b>Central Valley/Mother Lode Region</b>		
Kern County Superintendent of Schools	Kern CCD	DO-19-2563-15
Fresno County Superintendent of Schools	State Center CCD	DO-19-2563-16
	West Hills CCD	
Merced Union High School District	Merced CCD	DO-19-2563-17
San Joaquin County Office of Education	San Joaquin Delta CCD	DO-19-2563-18
Stanislaus County Office of Education	Yosemite CCD	DO-19-2563-19
Taft Union High School District	West Kern CCD	DO-19-2563-20
Tulare County Office of Education	Sequoias CCD	DO-19-2563-21
<b>Inland Empire Desert Region</b>		
Desert Sands Unified School District	Desert CCD	DO-19-2563-22
Jurupa Unified School District	Riverside CCD	DO-19-2563-23
Riverside County Office of Education	Mt. San Jacinto CCD	DO-19-2563-24
	Palo Verde CCD	
San Bernardino County Superintendent of Schools	Barstow CCD	DO-19-2563-25
	Chaffey CCD	
	Copper Mountain CCD	
	San Bernardino CCD	
	Victor Valley CCD	
<b>Los Angeles County Region</b>		
Centinela Valley Union High School District	El Camino CCD	DO-19-2563-26
Compton Unified School District	Compton CCD	DO-19-2563-27
Covina-Valley Unified School District	Mt. San Antonio CCD	DO-19-2563-28

LEA Host	CCD Served	Agreement No.
Culver City Unified School District	Los Angeles CCD	DO-19-2563-29
Long Beach Unified School District	Long Beach CCD	DO-19-2563-30
Los Angeles County Office of Education	Cerritos CCD	DO-19-2563-31
	Citrus CCD	
	Glendale CCD	
	Pasadena Area CCD	
Santa Monica-Malibu Unified School District	Santa Monica CCD	DO-19-2563-32
Tri-Cities Regional Occupational Program	Rio Hondo CCD	DO-19-2563-33
<b>North/ Far North Region</b>		
Butte County Office of Education	Butte-Glenn CCD	DO-19-2563-34
Fortuna Union High School District	Redwoods CCD	DO-19-2563-35
Lake Tahoe Unified School District	Lake Tahoe CCD	DO-19-2563-36
Lassen Union High School District / Lassen County Office of Education	Lassen CCD	DO-19-2563-37
Mendocino County Office of Education	Mendocino-Lake CCD	DO-19-2563-38
Placer Union High School District	Sierra Joint CCD	DO-19-2563-39
Plumas Charter School	Feather River CCD	DO-19-2563-40
Sacramento County Office of Education	Los Rios CCD	DO-19-2563-41
Shasta County Office of Education	Shasta-Tehama-Trinity Joint CCD	DO-19-2563-42
Siskiyou County Office of Education	Siskiyou Joint CCD	DO-19-2563-43
Yolo County Office of Education	Yuba CCD	DO-19-2563-44
<b>Orange County Region</b>		
Coastline Regional Occupational Program	Coast CCD	DO-19-2563-45
College and Career Advantage Regional Occupational Program	South Orange County CCD	DO-19-2563-46
North Orange County Regional Occupational Program	North Orange County CCD	DO-19-2563-47
Orange County Superintendent of Schools / Orange County Department of Education	Rancho Santiago CCD	DO-19-2563-48
<b>San Diego/Imperial Region</b>		
Carlsbad Unified School District	MiraCosta CCD	DO-19-2563-49
Grossmont Union High School District	Grossmont-Cuyamaca CCD	DO-19-2563-50
Imperial County Office of Education	Imperial Valley CCD	DO-19-2563-51
San Diego County Superintendent of Schools / San Diego County Office of Education	Palomar CCD	DO-19-2563-52
San Diego Unified School District	San Diego CCD	DO-19-2563-53
Sweetwater Union High School District	Southwestern CCD	DO-19-2563-54
<b>South Central Coast Region</b>		
Antelope Valley Union High School District	Antelope Valley CCD	DO-19-2563-55
San Luis Obispo County Office of Education	San Luis Obispo CCD	DO-19-2563-56
Santa Barbara County Education Office	Allan Hancock Joint CCD	DO-19-2563-57
	Santa Barbara CCD	
Ventura County Office of Education	Ventura County CCD	DO-19-2563-58
William S. Hart Union High School District	Santa Clarita CCD	DO-19-2563-59

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
[NAME OF LOCAL EDUCATIONAL AGENCY HOST]**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 11<sup>th</sup> day of May, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [Name of LEA host] (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 career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”). At the direction of the PRIME SPONSOR, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

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 host the **Strong Workforce Program K12 Pathway Coordinator** serving the [Name(s) of Community College District(s)] in the [Name of Region], and 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 in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2020, through December 31, 2021.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$125,000.00.

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. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 70% and a final payment of 30%. Payment is contingent upon approval by the PRIME SPONSOR. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to Sarah Santoyo (Sanoyo\_Sarah@rsccd.edu) and Maria Gil (Gil\_Maria@rsccd.edu). The subject line of the e-mail should be written as follows: "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #"

Refer to the invoice form and instructions (*Exhibit B*) for the process to submit the invoice. NOTE: An electronic version of the invoice form and instructions will be provided to the SUBCONTRACTOR.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Program Design Requirements

PRIME SPONSOR may request SUBCONTRACTOR to follow grant-specific processes and procedures, complete forms or toolkits, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards. Technical assistance, training and support services will be provided to assist SUBCONTRACTOR with responding to these requests.

9. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to RSCCD and approved by the PRIME SPONSOR. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget

line items would not be considered substantial changes, and would not require prior approval.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. Record Keeping

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

14. Audit

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

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or

losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo, Assistant Vice Chancellor, Educational Services  
2323 N. Broadway, Suite 201  
Santa Ana, CA 92706

(714) 480-7466; santoyo\_sarah@rsccd.edu

**Fiscal Representative:**

Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, hardash\_peter@rsccd.edu

**SUBCONTRACTOR:**

**Primary Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Fiscal Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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 (*Exhibit E* - Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all



funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: [Name of LEA Host]

By: \_\_\_\_\_  
Name: Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor  
Title: Business Operations/Fiscal Services  
\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Board Approval Date: May 11, 2020

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

- Exhibit A: Scope of Work (approved by Chancellor's Office)
- Exhibit B: Invoice Form and Instructions
- Exhibit C: Guidance Memorandum from the Chancellor's Office
- Exhibit D: Guidance on Sub-agreement for Year 1 K12 Workforce Pathways Coordinator and Important Updates Letter from RSCCD (04-01-2020)
- Exhibit E: Articles I, Rev. 09/18 and Article II, Rev. 05/14

*(NOTE: Exhibit E is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)*

# Exhibit A

## APPLICATION TO HOST K12 PATHWAY COORDINATOR

LEA	
Community College District served	
Primary Contact	
Title	
Email	
Phone	

### Please provide brief answers to the following questions:

1. How will you ensure that the K12 Pathway Coordinator is able to serve your community college district service area **including all middle and high school affiliates**? Include information such as:
  - a. How would you determine and support your service area's focus?
  - b. Describe prior or existing collaborations with K12 and college partners that would support hosting this position.
  - c. If your organization is proposing to serve multiple community college districts and host multiple K12 Pathway Coordinators, provide the rationale for doing so.
  - d. Describe CTEIG or K12 SWP partnerships in which your organization has played a role.
2. Describe how your fiscal/grant processes and resources are prepared to support the work of the K12 Pathway Coordinator. Include information such as:
  - a. What examples do you have of your organization's ability to serve as a fiscal agent for a K12 Pathway Coordinator? Include experience managing other grants.
  - b. What evidence do you have of your organization's ability to process payments, travel, conference expenses?

- c. What office space, technology, and administrative support is available to support this position.
3. Once selected, describe how you would manage the K12 Pathway Coordinator.
  - a. Who will supervise this position?
  - b. What is the plan to monitor and evaluate the performance of this position?
  - c. What obligations would the K12 Pathway Coordinator have to the host institution apart from carrying out the K12 Pathway Coordinator duties?
  - d. This position is responsible for serving multiple institutions and will be situated within an evolving organizational matrix with reporting relationships to the region including the K14 TAP, the regional consortium, the SWP Selection Committee, the Chancellor's Office, the California Department of Education, Regional Directors, Guided Pathways Coordinators, and Strong Workforce Program TAPs (e.g. COEs). How will your institution take this into account in providing supervision of this position? Please describe other positions hosted by your institution with a similar external orientation.
4. How will this position be filled?
  - a. How you would employ the K12 Pathways Coordinator (faculty on special assignment, release time, administrator, classified staff, independent contractor, etc.)
  - b. Will you recruit for this position or do you already have someone identified for the position?
  - c. Describe how you would carry out the recruitment process.
  - d. Will there be opportunities for other stakeholders to participate in the selection process?
  - e. What is your projected timeline for filling the position?

The annual budget is \$125,000. Describe the categories of expenditure and the amount you anticipate budgeting for each.

<b>Expenditure Type</b>	<b>Amount (\$)</b>
1000 – Certificated Salary	
2000 – Classified Salary	
3000 – Employee Benefits	
4000 – Books and Supplies	
5000 – Services and other operating expenditures	
<b>TOTAL</b>	

**INVOICE**

Date:

Invoice No.:

Name

Address:

City:

State:

Zip:

Attn:

---

**Bill To:** Rancho Santiago CCD (RSCCD)  
 Attn: Sarah Santoyo  
 2323 North Broadway, Ste. 201  
 Santa Ana, CA 92706

---

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type:     Advance Payment                       Progress Payment                       Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

**Total Amount Due: \$**

---

**LEA/ROP Accounting Office Contact:**

**LEA/ROP Program Contact:**

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

**Please send payment to the address above.**



# California Community Colleges

## MEMORANDUM

November 5, 2019

19-023| Via Email

TO: K-12 Local Education Agencies  
California Community College Regional Consortia

FROM: Sheneui Weber, Vice Chancellor  
Workforce and Economic Development Division

CC: Matthew Roberts, Ed.D., Dean of Field Operations  
Workforce and Economic Development Division

Michelle McIntosh, Education Administrator  
California Department of Education

CCCCO Staff  
Chief Executive Officers  
Chief Instructional Officers  
Chief Business Officers  
CTE Deans  
Statewide Directors  
Regional Directors, Employer Engagement  
Technical Assistance Providers  
ASCCC

RE: **Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work**

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The California Community Colleges Chancellor's Office (CCCCO), in partnership with the California Department of Education (CDE), is pleased to announce annual funding to implement a regional technical assistance structure to assist teachers and industry partners in implementing high-quality CTE programs. Education Code 88833 appropriates \$12,000,000 in annual career technical education funding to support the establishment of Career Technical Education Key Talent field positions to support both the CTE Incentive Grant Program and the K-12 component of the Strong Workforce Program with the

### **Chancellor's Office, Workforce and Economic Development**

1102 Q Street, Sacramento, California 95811 | Sixth Floor | 916.445.8752  
[www.CaliforniaCommunityColleges.cccco.edu](http://www.CaliforniaCommunityColleges.cccco.edu)

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

positions of K14 Technical Assistance Providers and K12 Pathway Coordinators. Funding is inclusive of eight K14 Technical Assistance Providers (TAPs) (one per California Community College regional consortium) and 72 K12 Pathway Coordinators (K12 PCs) (one per California Community College district).

**ROLLOUT AND IMPLEMENTATION TIMELINE FOR 2019-20 K12 PATHWAY COORDINATORS:**

The proposed timeline for applications, selection, and onboarding and training of K12 Pathway Coordinators is as follows:

**Table 1. Implementation timeline for K12 Pathway Coordinators.**

DATE	ACTIVITY	RESPONSIBLE
November 1, 2019	Formal announcement of scope of work of K12 PCs available on line.	Chancellor’s Office
November 2019	<p>Each Regional Consortia will manage a process to recruit and select hosts for each of the K12 Pathway Coordinators. Per agreement between CCCCCO and CDE, 11 LEAs that hosted CTEIG Technical Assistance Providers are preapproved to host K12 Pathway Coordinators and to transition the previous CTEIG TAPs into the K12 Pathway Coordinator positions. Note that host organizations are limited to those listed in <b>Education Code Section 88833(a)(2)</b>:</p> <p>(2) An individual associated with any of the following may apply to serve as a K–12 Workforce Pathway Coordinator, or any of the following may subcontract with an individual with expertise in K–12 education and workforce development to serve as a K–12 Workforce Pathway Coordinator:</p> <p>(A) School districts.</p> <p>(B) County offices of education.</p> <p>(C) Charter schools.</p> <p>(D) Regional occupational centers or programs operated by a joint powers authority or county office of education.</p>	Regional Consortia



**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

<b>DATE</b>	<b>ACTIVITY</b>	<b>RESPONSIBLE</b>
December 2019 to January 2020	Regional Consortia facilitate selected LEA hosts to contract with Rancho Santiago CCD, the fiscal agent responsible for sub-granting to host LEAs.	Statewide Fiscal Agent
December 2019 to February 2020	Selected LEA hosts recruit and select K12 Pathway Coordinators according to guidelines provided in this document and by Regional Consortia as part of their process for selecting host LEAs. LEAs notify Regional Consortia, Statewide Fiscal Agent, CCCCCO, and CDE of their selections.	Host LEAs
February - March 2020	Onboarding and Orientation for K12 PCs via a 2-day in-person training. Elements of this training will include scope of work, regional structure, programming and other knowledge to perform duties to support the program, and discuss outcome measures.	CCCCCO, CDE, K14 TAP, and Regional Consortia
Spring 2020	Continued onboarding and orientation for new K12 PCs. And ongoing reporting and convening of K12 PCs network and professional development as appropriate.	CCCCCO, CDE, K14 TAP, and Regional Consortia

**REGIONAL DISTRIBUTION OF K12 PATHWAY COORDINATORS**

<b>72 Regional Distribution</b>	<b>Joint</b>	<b>CTEIG</b>
<b>Bay</b>	16	1
<b>Central/Mother Lode</b>	6	2
<b>Inland Empire/Desert</b>	8	1
<b>LA/Orange</b>	12	3
<b>North/Far North</b>	9	2
<b>San Diego/Imperial</b>	5	1
<b>South Central Coast</b>	5	1
<b>Grand Total</b>	<b>61</b>	<b>11</b>

The distribution of K12 Pathway Coordinators per legislation is 1 per community college district. The chart shows the regional distribution. To leverage past investments in technical support for CTEIG, selected LEAs will be pre-approved to transition CTEIG TAPs into the K12 Pathway Coordinator positions. The Regional Consortia will reach out to the

## **Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

pre-approved LEAs to confirm their willingness to transition the CTEIG TAPs into this new role.

### **KEY OBJECTIVES**

The K12 Pathway Coordinator seeks to improve the performance of the K14 CTE programs within her/his service area as measured by the CTEIG, K-12 SWP Metrics and guided by the K14 Pathway Quality Rubric. This is done through: providing direct support to, and helping to link and align the program development efforts funded by CTEIG, K-12 SWP and Community College Strong Workforce Program investments in the service area; through drawing attention to and engagement with labor market and program performance information and the region's workforce development plan; and through coordination with other regional key talent including the K-14 TAP, Regional Directors for Employer Engagement, the Centers of Excellence, Guided Pathway Regional Coordinators, and the Regional Consortium.

The following are the minimum required objectives for this job; others may be added to meet project objectives.

1. Act as a point of contact for and work with high school and community college CTE programs, Regional Directors for Employer Engagement, the Centers of Excellence and other workforce development stakeholders to effectively and efficiently engage employers and industry representatives with the intent of building and strengthening K14 pathways that respond to industry needs and facilitating industry connections with K-14 career technical education programs.
2. Provide technical assistance to inform the development and implementation of CTE curriculum. Support faculty collaboration to ensure sequential CTE courses align with regional post-secondary pathways.
3. Facilitate the use of data to identify existing pathways and gaps among K12 and community colleges and help make recommendations for furthering pathway development.
4. Inform and support the development and implementation of college and career exploration. Liaise with LEAs to ensure college and career exploration are embedded within CTE courses.
5. Support postsecondary transitions and completion. Encourage and facilitate the intersegmental work between LEAs and Community Colleges.
6. Provide technical assistance to inform the development of work-based learning opportunities.

### **REQUIRED ACTIVITIES**

The following are the minimum required activities; others may be added to meet project objectives.

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

1. Engagement with the regional consortia
  - a. Regular engagements with Regional Consortia Chair, K14 TAP, Regional Directors for Employer Engagement and other Technical Assistance Professionals associated with the work to ensure consistent reporting and accountability.
  - b. Participation in the region's annual process for developing and revising its regional plan.
2. Partnerships with local education agencies
  - a. Support connection with feeder K12 administrators, counselors, and teachers.
  - b. Work with LEAs to increase knowledge and use of labor market data supplied by the CCCCO Center of Excellence.
3. Data use
  - a. Facilitate the use of data to identify existing pathways and gaps among K12 feeder districts and help make recommendations for furthering pathway development.
  - b. Assist LEAs and community colleges with using Cal-PASS Plus to assess student's transitions from K12 to community college.
  - c. Identify and use indicators to self-assess.
  - d. Identify and use data to review K14 pathway development and implementation.
4. Dissemination of Model Pathways and Curriculum
  - a. Assist K12–community college network development by identifying, documenting, and disseminating examples of emerging, promising, and best practices for pathway development and pathway improvement initiatives.
  - b. Plan and implement training and professional development for local districts and schools.
5. College and career exploration
  - a. Participate in on/off-campus student outreach and recruitment activities related to K-14 career pathways, including pre-enrollment advising, application workshops, college presentations, campus tours, campus visit programs, outreach conferences, college fairs, and other support services.
6. Post-secondary transition and completion
  - a. Encourage high-quality implementation and expansion of early college credit.
  - b. Coordinate with local community college's Office of Outreach to support a comprehensive program of student outreach and recruitment services for prospective students from feeder K-12 school districts.
  - c. Coordinate with Student Services in advising and support services designed to facilitate course registration for concurrently enrolled high school students; collaborate with instructional divisions to develop and coordinate course offerings at area high schools.

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

- d. Develop and direct programs to inform K-12 students, teachers, counselors, parents, and the public about pathway opportunities available at partnering community colleges.
7. Work-based learning
  - a. Engage local support from industry and local workforce development agencies for implementation of CTEIG and K12 Strong Workforce Program to promote relevance and value of education pathways for students' career preparation.
  - b. Coordinate industry and workforce development outreach efforts with the K14 Technical Assistance Providers, California Community College Regional Directors and State Department of Education Industry Sector Leads.
  - c. Support implementation of career exploration curriculum, such as CalCRN and *Get Focused, Stay Focused*.
8. Coordinate with Statewide, regional and local development and distribution of student outreach publications and marketing communications to prospective students, school district personnel, and community members.
9. Perform other duties as assigned.

**REQUIRED PERFORMANCE OUTCOMES**

**The K12 Pathway Coordinators are required to develop specific performance outcomes for 2020-21 and a workplan for achieving these in consultation with the CTE IG and K12 SWP grantees within their service area and under the guidance of the K-14 TAP. The workplan and outcomes are to be shared with the service area's CTE programs and the Regional Consortium.**

**K12 STRONG WORKFORCE METRICS**

**K12 SWP Metrics that measure K-12 student-level outcomes:**

- Completed 2+ CTE courses in high school in the same program of study.
- Completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning\*, or third-party certification\*.
- Graduated high school.
- Enrolled in a CA Community College within one year of leaving secondary school. (Source: CALPADS & CCCC MIS)

*\*not currently in CALPADS*

**K12 SWP Metrics that measure postsecondary student-level outcomes:**

- Completed 9+ CTE units in first year of CA Community College.
- Attained a CA Community College certificate/degree or journey level status.

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

- Transferred to a four-year institution after exiting CA Community College.
- Entered registered apprenticeship after participation in high school preapprenticeship program (currently exploring)

*\*Source: CCCCCO MIS, CSUs, UCs, National Student Clearing House, DAS, CDE*

**K12 SWP Metrics that measure employment student-level outcomes:**

- Employed in a job closely related to field of study after exiting CA Community College (Source: CCCCCO CTEOS)
- Median annual earnings of students after exiting CA Community College\*
- Attained a living wage after exiting CA Community College\*

*\*Source: EDD data*

The following K14 Pathway Quality Rubric (Table 2) shows examples of baseline expectations for pathway development, effective practices for targeting of activities, and leading indicators that support the objectives, activities, and most importantly the outcomes listed in this scope of work. The leading indicators are intended to be captured in expenditure and progress reports to the CCCCCO and CDE.

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

**Table 2. K14 Pathway Quality Rubric**

Curriculum			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes :
2 sequential CTE courses aligned with 1 or more regional post-secondary pathways	2-3 or more sequential CTE courses aligned with multiple regional post-secondary pathways	Number of K14 pathways	# of students who completed 2+ CTE courses in high school in the same program of study.
K12 faculty collaboration	Collaboration within and across K12 and post-secondary faculty	Number of faculty pathway collaboration meetings and activities	# of students who completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning*, or third-party certification*.
	1 or more contextualized academic courses;		# of students who entered registered apprenticeship after participation in high school pre apprenticeship program.
	CTE courses qualified A-G for UC/CSU eligibility		# of students who attained a CA Community College certificate/degree or journey level status.
	Includes completion of a postsecondary credential		
	Extended-day and summer pathway programming		
College and Career Exploration			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
College & Career Exploration within or outside a CTE Course	Dedicated College and Career Exploration Curriculum framework taught as a standalone course or as units deployed across series of courses	Number of LEA's adopting common CCE curriculum or dedicated coursework	N/A
Postsecondary Transition and Completion			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
Articulated or Credit by Exam Courses that offer High School student's college credit.	Dual Enrollment/other early college completion for career education and/or senior capstone course(s)	Number of articulated or Credit by Exam pathway courses offered	% (rate) of students who graduated high school.
Participation in college visits, college fairs, or other college awareness activities	Development of long-term college and career plans linked to future college education planning		

5.3 (22)

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

Educational and career exploration planning prior to high school graduation	Matriculation support no later than 11 <sup>th</sup> grade (orientation, FAFSA, enrollment svcs, etc)	Number of Dual Enrollment pathway courses/other early college attainment	# of students who enrolled in a CA Community College within one year of leaving secondary school.
Support for HS counselors to incorporate career goals and CTE pathways into college counseling	Access to college counseling & other support (ed planning, remediation, acceleration, bridge prog's)	Students receiving matriculation support or access to college counselors	# of students who completed 9+ CTE units in first year of CA Community College.  # of students who transferred to a four-year institution after exiting CA Community College.

**Work-Based Learning/Employment**

Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
Pathway offers WBL activities that support career awareness and exploration – industry speakers, industry site visits, participation in career fairs, etc	Pathway offers a full continuum of WBL activities for all pathway students such as career awareness, exploration, and preparation including job shadowing, industry interviews, employer mentors, unpaid and paid internships	Number of students participating in any WBL  Number of students participating in paid or unpaid internship	# of students who are employed in a job closely related to field of study after exiting CA Community College.  Median annual earnings of students after exiting CA Community College.  # of students who attained a living wage after exiting CA Community College.

### **ADDITIONAL INFORMATION**

Additional information that may be useful to LEAs drafting the K12 Pathway Coordinator job description are provided below.

#### **The K12 Pathway Coordinator will have knowledge of:**

1. Career exploration and labor market information.
2. California K12 data collection systems and practices.
3. Personnel and budget management principles, procedures, and strategies.
4. Principles and methods of program planning, including program review and the development and evaluation of student learning, service area, or program learning outcomes.
5. Public relations, group presentations, and effective communication in a diverse environment.
6. Student advisement, public speaking, workshop development, and group facilitation principles and practices.
7. K12 and Community college Career Technical Education programs.
8. Principles and practices of project management.

#### **The K12 Pathway Coordinator will have the ability to:**

1. Conduct meetings, facilitate groups and workshops.
2. Develop and administer a comprehensive program work plan, budget, and outcomes.
3. Establish and maintain collaborative working relationships with industry, faculty, staff, students, and the public.
4. Be sensitive and committed to meeting the needs of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of the student/community population.
5. Use computer software for word processing, spreadsheets, databases, presentations, and information sharing and communication.
6. Communicate clearly, concisely, and effectively both orally and in writing with industry, students, staff, faculty, outside agencies, and the public.
7. Travel to off-campus functions and transport presentation materials and equipment.
8. Organize and conduct special events in conjunction with other college departments and programs.
9. Attend instructional and student services meetings, as well as local, regional or State Career Pathway and Dual Enrollment meetings, as needed.
10. Represent K12 Strong Workforce Pathways at relevant state and federal conferences and industry events.



**Education and experience**

1. Bachelor's degree from an accredited college or university and three full years of full-time K-12 school district, county office of education, college, or university work experience in a lead position. Demonstrated sensitivity to and understanding of the diverse cultures of high school and community college students.

**Desired experience**

1. K-14 advising, career pathway and/or grant experience.
2. Experience working with special populations students.

If you have questions about K12 Strong Workforce Program, please contact Alejandro Sandoval at [asandoval@cccoco.edu](mailto:asandoval@cccoco.edu).

# Exhibit D

*Building the future through quality education*



2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • [www.rsccd.edu](http://www.rsccd.edu)

Santa Ana College • Santiago Canyon College

**DATE:** April 1, 2020  
**TO:** LEA Host Institution for the K12 Workforce Pathways Coordinator  
**FROM:** Sarah Santoyo, Fiscal Agent for the K14 TAPs/K12 Coordinators  
**Re:** Enclosed sub-agreement for Year 1 – K12 Workforce Pathways Coordinator and Important Updates

Dear K12 Workforce Pathways Coordinator Host:

This cover letter is to share important updates to the K12 Workforce Pathways Coordinator grants and to provide instructions for processing the enclosed Year 1 K12 Coordinator sub-agreement with your institution.

## **Important Updates**

### **YEAR 1 – K12 Workforce Pathways Coordinator grants**

Due to the delay in starting the Year 1 grants and since extensions will not be approved, the Chancellor's Office has determined that the Year 1 awards will be adjusted from \$125,000 to \$100,000 to reflect the shorter timeline.

Year 1 performance period: 3/1/2020 – 12/31/2020.

#### *Action Item 1:*

The enclosed Year 1 sub-agreement reflects the original amount of \$125,000. To avoid delays in getting the funding to the host institution, we request that you submit the enclosed sub-agreement for your institution's approval process.

The host institution can submit invoices for the advanced payment based on this original sub-agreement. It will not need to wait until the amendment is processed in order to request the advance payment.

#### *Action Item 2:*

The fiscal agent will create amendments to the Year 1 sub-agreements to reduce the total cost from \$125,000 to \$100,000. We plan to have those amendments for our board meeting in April, but we will have them processed no later than May 2020.

The host institution will receive the amendment (1-2 pages) that will indicate the change in the total cost, obtain approval signatures, and return it to the fiscal agent to adjust the purchase order accordingly.

#### BOARD OF TRUSTEES:

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

#### CHANCELLOR:

Marvin Martinez

## YEAR 2 – K12 Workforce Pathways Coordinator grants

Year 2 grant awards for \$125,000, with a performance period of 7/1/20 – 12/31/21, will be developed and presented to the fiscal agent's board by May 2020.

Ideally, we would like to send the host institutions the Year 1 amendment and the Year 2 sub-agreement at the same time. We understand that it will help hosts with hiring processes if they have received grant agreements for Year 1 at \$100,000 and Year 2 at \$125,000 as soon as possible.

We will strive to have Year 2 sub-agreements approved in April 2020, but may be constrained due to approval processes that are delayed due to the COVID-19 impact. If not in April, Year 2 – K12 Coordinator sub-agreements will be processed before the start of the new fiscal year.

### Instructions to host institutions for processing the enclosed Year 1 sub-agreement

#### *Contract documents checklist:*

- Copy of the sub-agreement for countersignature by host institution
- Exhibit A – Host college application (scope of work)
- Exhibit B – Invoice Form and Instructions
- Exhibit C – Guidance Memorandum from the Chancellor's Office
- Exhibit D – Articles I and II Legal Terms and Conditions

#### *To execute this sub-agreement in order to distribute the funds, please do the following:*

- 1) Enter/review the information for the primary contact and fiscal contact (page 5).
- 2) Enter the host institution's EIN (page 6).
- 3) Print and submit the sub-agreement for authorized signature of approval by your host institution.
- 4) By May 8, 2020, scan and return a copy of the fully executed sub-agreement to Sarah Santoyo, Santoyo\_Sarah@rscdd.edu, and cc Maria Gil, Gil\_Maria@rscdd.edu. The fiscal agent does not require an original signed copy.
- 5) By May 29, 2020, submit an invoice for the 70% advance payment. Please work with your fiscal/accounting office to generate an invoice for an advance payment of \$87,500. Instructions for completing the invoice template are listed in exhibit B.

For questions pertaining to sub-agreement and invoice processing, please contact Maria Gil at (714) 480-7464, Gil\_Maria@rscdd.edu.

For all other questions pertaining to this notice, please contact me using the information provided below.

Respectfully,



Fiscal Agent – K14 TAPs/K12 Coordinators

(714) 480-7466, Santoyo\_Sarah@rscdd.edu

cc: Sandra Sanchez, Alejandro Sandoval, Lyla Eddington, Regional Consortia, K14 TAPs  
5.3 (27)

# Exhibit E

Chancellor's Office, California Community Colleges

## **GRANT AGREEMENT**

### **ARTICLE I**

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers  
Program-Specific Legal Terms and Conditions  
September 2018**

### **ARTICLE II**

**Standard Legal Terms and Conditions**  
(Revision 5/15/14)

To access a copy of the articles, please [click here](#).

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To: Board of Trustees	Date: May 11, 2020
Re: Approval of First Amendments to Sub-Agreements between RSCCD and Local Educational Agencies in the Bay Area, Central Valley/Mother Lode, Inland Empire Desert, Los Angeles County, North/Far North, Orange County, San Diego/Imperial and South Central Coast regions selected to host the Strong Workforce Program K12 Pathway Coordinators - Year 1	
Action: Request for Approval	

**BACKGROUND**

RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division. At the direction of the Chancellor's Office, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

**ANALYSIS**

The Chancellor's Office has allocated funds to support K12 Pathway Coordinators selected and hosted in each region, as part of the infrastructure to support the K12 Strong Workforce Program. The Regional Consortia were tasked with facilitating the selection of Local Educational Agencies (LEA) to serve as hosts for K12 Pathway Coordinators. RSCCD developed sub-agreements with each of the hosts, and the sub-agreements were Board approved on March 23, 2020. To access a copy of the docket item, please [click here](#).

Due to the delay in starting the year 1 grants and since extensions will not be approved, the Chancellor's Office has determined that the year 1 awards will be revised to \$100,000 to reflect the shorter timeline. RSCCD, Fiscal Agent, has developed first amendments to the sub-agreements with the LEA hosts to amend the sub-award amount to \$100,000, this represents a \$25,000 reduction from \$125,000 to \$100,000, per community college district (CCD) served. The attached chart lists the 58 selected LEA hosts serving 70 CCDs in the eight regions.

**Project Director:** Sarah Santoyo      **Project Administrator:** Enrique Perez

**RECOMMENDATION**

It is recommended that the Board approve these first amendments to the 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: -\$1,750,000 (grant-funded)	Board Date: May 11, 2020
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**List of Local Educational Agencies (LEA) selected to host SWP K12 Pathway Coordinators**

<b>LEA Host</b>	<b>CCD Served</b>	<b>Amendment No.</b>
<b>Bay Area Region</b>		
Alameda County Office of Education	Ohlone CCD	DO-18-2559-17.01
Contra Costa County Office of Education / Superintendent of Schools	Contra Costa CCD	DO-18-2559-18.01
Marin County Office of Education	Marin CCD	DO-18-2559-19.01
Mission Trails Regional Occupational Program/Salinas Union High School District	Hartnell CCD	DO-18-2559-20.01
	Monterey Peninsula CCD	
Napa County Superintendent of Schools / Napa County Office of Education	Napa Valley CCD	DO-18-2559-21.01
Oakland Unified School District	Peralta CCD	DO-18-2559-22.01
Palo Alto Unified School District	Foothill-DeAnza CCD	DO-18-2559-23.01
San Francisco Unified School District	San Francisco CCD	DO-18-2559-24.01
San Mateo County Office of Education	San Mateo County CCD	DO-18-2559-25.01
Santa Clara County Office of Education	Gavilan Joint CCD	DO-18-2559-26.01
	San Jose/Evergreen CCD	
	West Valley-Mission CCD	
Santa Cruz County Office of Education	Cabrillo CCD	DO-18-2559-27.01
Solano County Office of Education	Solano CCD	DO-18-2559-28.01
Sonoma County Office of Education	Sonoma County CCD	DO-18-2559-29.01
Tri-Valley Regional Occupational Program	Chabot-Las Positas CCD	DO-18-2559-30.01
<b>Central Valley/Mother Lode Region</b>		
Kern County Superintendent of Schools	Kern CCD	DO-18-2559-31.01
Merced Union High School District	Merced CCD	DO-18-2559-33.01
San Joaquin County Office of Education	San Joaquin Delta CCD	DO-18-2559-34.01
Stanislaus County Office of Education	Yosemite CCD	DO-18-2559-35.01
Taft Union High School District	West Kern CCD	DO-18-2559-36.01
Tulare County Office of Education	Sequoias CCD	DO-18-2559-37.01
<b>Inland Empire Desert Region</b>		
Desert Sands Unified School District	Desert CCD	DO-18-2559-38.01
Jurupa Unified School District	Riverside CCD	DO-18-2559-39.01
Riverside County Office of Education	Mt. San Jacinto CCD	DO-18-2559-40.01
	Palo Verde CCD	
San Bernardino County Superintendent of Schools	Barstow CCD	DO-18-2559-41.01
	Chaffey CCD	
	Copper Mountain CCD	
	San Bernardino CCD	
	Victor Valley CCD	
<b>Los Angeles County Region</b>		
Centinela Valley Union High School District	El Camino CCD	DO-18-2559-42.01
Compton Unified School District	Compton CCD	DO-18-2559-43.01
Covina-Valley Unified School District	Mt. San Antonio CCD	DO-18-2559-44.01
Culver City Unified School District	Los Angeles CCD	DO-18-2559-45.01
Long Beach Unified School District	Long Beach CCD	DO-18-2559-46.01

LEA Host	CCD Served	Amendment No.
Los Angeles County Office of Education	Cerritos CCD	DO-18-2559-47.01
	Citrus CCD	
	Glendale CCD	
	Pasadena Area CCD	
Santa Monica-Malibu Unified School District	Santa Monica CCD	DO-18-2559-48.01
Tri-Cities Regional Occupational Program	Rio Hondo CCD	DO-18-2559-49.01
<b>North/ Far North Region</b>		
Butte County Office of Education	Butte-Glenn CCD	DO-18-2559-50.01
Fortuna Union High School District	Redwoods CCD	DO-18-2559-51.01
Lake Tahoe Unified School District	Lake Tahoe CCD	DO-18-2559-52.01
Lassen Union High School District / Lassen County Office of Education	Lassen CCD	DO-18-2559-53.01
Mendocino County Office of Education	Mendocino-Lake CCD	DO-18-2559-54.01
Placer Union High School District	Sierra Joint CCD	DO-18-2559-55.01
Plumas Charter School	Feather River CCD	DO-18-2559-56.01
Sacramento County Office of Education	Los Rios CCD	DO-18-2559-57.01
Shasta County Office of Education	Shasta-Tehama-Trinity Joint CCD	DO-18-2559-58.01
Siskiyou County Office of Education	Siskiyou Joint CCD	DO-18-2559-59.01
Yolo County Office of Education	Yuba CCD	DO-18-2559-60.01
<b>Orange County Region</b>		
Coastline Regional Occupational Program	Coast CCD	DO-18-2559-61.01
College and Career Advantage Regional Occupational Program	South Orange County CCD	DO-18-2559-62.01
North Orange County Regional Occupational Program	North Orange County CCD	DO-18-2559-63.01
Orange County Superintendent of Schools / Orange County Department of Education	Rancho Santiago CCD	DO-18-2559-64.01
<b>San Diego/Imperial Region</b>		
Carlsbad Unified School District	MiraCosta CCD	DO-18-2559-65.01
Grossmont Union High School District	Grossmont-Cuyamaca CCD	DO-18-2559-66.01
Imperial County Office of Education	Imperial Valley CCD	DO-18-2559-67.01
San Diego County Superintendent of Schools / San Diego County Office of Education	Palomar CCD	DO-18-2559-68.01
San Diego Unified School District	San Diego CCD	DO-18-2559-69.01
Sweetwater Union High School District	Southwestern CCD	DO-18-2559-70.01
<b>South Central Coast Region</b>		
Antelope Valley Union High School District	Antelope Valley CCD	DO-18-2559-71.01
San Luis Obispo County Office of Education	San Luis Obispo CCD	DO-18-2559-72.01
Santa Barbara County Education Office	Allan Hancock Joint CCD	DO-18-2559-73.01
	Santa Barbara CCD	
Ventura County Office of Education	Ventura County CCD	DO-18-2559-74.01
William S. Hart Union High School District	Santa Clarita CCD	DO-18-2559-75.01

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
[NAME OF LOCAL EDUCATIONAL AGENCY HOST]**

This first amendment (hereinafter “Amendment”) is entered into on this 11<sup>th</sup> day of May, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [Name of LEA host] (hereinafter “SUBCONTRACTOR”), to amend that certain agreement number DO-18-2559-XX (hereinafter “Agreement”) between the parties dated March 23, 2020. 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 career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”). At the direction of the PRIME SPONSOR, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

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 host the **Strong Workforce Program K12 Pathway Coordinator** serving the [Name(s) of Community College District(s)] in the [Name of Region], and 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:

**Total Cost will be amended as follows:**

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$100,000.00. This represents a reduction of \$25,000.00 (from \$125,000.00 to \$100,000.00).

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this first Amendment to be executed as of the day that both Parties have signed the Amendment.



RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: [Name of LEA Host]

By: \_\_\_\_\_  
Name: Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor  
Title: Business Operations/Fiscal Services  
\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Board Approval Date: May 11, 2020

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits  
*(Updated April 2020)*

Exhibit A: Scope of Work (approved by Chancellor's Office)

Exhibit B: Invoice Form and Instructions

Exhibit C: Guidance Memorandum from the Chancellor's Office

Exhibit D: Articles I, Rev. 09/18 and Article II, Rev. 05/14

*(NOTE: Exhibit D is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)*

**Exhibit E: Guidance on Sub-agreement for Year 1 K12 Workforce Pathways Coordinator and Important Updates Letter from RSCCD (04-01-2020)**

Exhibit E:

Guidance on Sub-agreement for  
Year 1 K12 Workforce Pathways Coordinator  
and Important Updates  
Letter from RSCCD (04-01-2020)



**DATE:** April 1, 2020  
**TO:** LEA Host Institution for the K12 Workforce Pathways Coordinator  
**FROM:** Sarah Santoyo, Fiscal Agent for the K14 TAPs/K12 Coordinators  
**Re:** Enclosed sub-agreement for Year 1 – K12 Workforce Pathways Coordinator and Important Updates

Dear K12 Workforce Pathways Coordinator Host:

This cover letter is to share important updates to the K12 Workforce Pathways Coordinator grants and to provide instructions for processing the enclosed Year 1 K12 Coordinator sub-agreement with your institution.

### **Important Updates**

#### **YEAR 1 – K12 Workforce Pathways Coordinator grants**

Due to the delay in starting the Year 1 grants and since extensions will not be approved, the Chancellor's Office has determined that the Year 1 awards will be adjusted from \$125,000 to \$100,000 to reflect the shorter timeline.

Year 1 performance period: 3/1/2020 – 12/31/2020.

#### *Action Item 1:*

The enclosed Year 1 sub-agreement reflects the original amount of \$125,000. To avoid delays in getting the funding to the host institution, we request that you submit the enclosed sub-agreement for your institution's approval process.

The host institution can submit invoices for the advanced payment based on this original sub-agreement. It will not need to wait until the amendment is processed in order to request the advance payment.

#### *Action Item 2:*

The fiscal agent will create amendments to the Year 1 sub-agreements to reduce the total cost from \$125,000 to \$100,000. We plan to have those amendments for our board meeting in April, but we will have them processed no later than May 2020.

The host institution will receive the amendment (1-2 pages) that will indicate the change in the total cost, obtain approval signatures, and return it to the fiscal agent to adjust the purchase order accordingly.

#### BOARD OF TRUSTEES:

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

#### CHANCELLOR:

Marvin Martinez

## YEAR 2 – K12 Workforce Pathways Coordinator grants

Year 2 grant awards for \$125,000, with a performance period of 7/1/20 – 12/31/21, will be developed and presented to the fiscal agent's board by May 2020.

Ideally, we would like to send the host institutions the Year 1 amendment and the Year 2 sub-agreement at the same time. We understand that it will help hosts with hiring processes if they have received grant agreements for Year 1 at \$100,000 and Year 2 at \$125,000 as soon as possible.

We will strive to have Year 2 sub-agreements approved in April 2020, but may be constrained due to approval processes that are delayed due to the COVID-19 impact. If not in April, Year 2 – K12 Coordinator sub-agreements will be processed before the start of the new fiscal year.

### Instructions to host institutions for processing the enclosed Year 1 sub-agreement

#### *Contract documents checklist:*

- Copy of the sub-agreement for countersignature by host institution
- Exhibit A – Host college application (scope of work)
- Exhibit B – Invoice Form and Instructions
- Exhibit C – Guidance Memorandum from the Chancellor's Office
- Exhibit D – Articles I and II Legal Terms and Conditions

#### *To execute this sub-agreement in order to distribute the funds, please do the following:*

- 1) Enter/review the information for the primary contact and fiscal contact (page 5).
- 2) Enter the host institution's EIN (page 6).
- 3) Print and submit the sub-agreement for authorized signature of approval by your host institution.
- 4) By May 8, 2020, scan and return a copy of the fully executed sub-agreement to Sarah Santoyo, Santoyo\_Sarah@rscdd.edu, and cc Maria Gil, Gil\_Maria@rscdd.edu. The fiscal agent does not require an original signed copy.
- 5) By May 29, 2020, submit an invoice for the 70% advance payment. Please work with your fiscal/accounting office to generate an invoice for an advance payment of \$87,500. Instructions for completing the invoice template are listed in exhibit B.

For questions pertaining to sub-agreement and invoice processing, please contact Maria Gil at (714) 480-7464, Gil\_Maria@rscdd.edu.

For all other questions pertaining to this notice, please contact me using the information provided below.

Respectfully,



Fiscal Agent – K14 TAPs/K12 Coordinators

(714) 480-7466, Santoyo\_Sarah@rscdd.edu

cc: Sandra Sanchez, Alejandro Sandoval, Lyla Eddington, Regional Consortia, K14 TAPs

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To: Board of Trustees	Date: May 11, 2020
Re: Approval of First Amendment to Sub-Agreement between RSCCD and Fresno County Superintendent of Schools in the Central Valley/Mother Lode Region selected to host the Strong Workforce Program K12 Pathway Coordinator - Year 1	
Action: Request for Approval	

**BACKGROUND**

RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division. At the direction of the Chancellor's Office, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

**ANALYSIS**

The Chancellor's Office has allocated funds to support K12 Pathway Coordinators selected and hosted in each California region, as part of the infrastructure to support the K12 Strong Workforce Program. The Regional Consortia were tasked with facilitating the selection of Local Educational Agencies (LEAs) to serve as hosts for K12 Pathway Coordinators. RSCCD developed a sub-agreement with Fresno County Superintendent of Schools to host the K12 Pathway Coordinator serving the State Center Community College District. The sub-agreement was Board approved on March 23, 2020. To access a copy of the docket item, please [click here](#).

RSCCD was notified that Fresno County Superintendent of Schools was also selected to serve the West Hills Community College District. Simultaneously, due to the delay in starting the year 1 grant and since an extension will not be approved, the Chancellor's Office has determined that the year 1 award will be revised from \$125,000 to \$100,000 to reflect the shorter timeline. RSCCD, Fiscal Agent, has developed a first amendment (#DO-18-2559-32.01) to the sub-agreement with Fresno County Superintendent of Schools to include: 1) revised sub-award amount of \$100,000 to serve State Center CCD and 2) to serve West Hills CCD at \$100,000.

**Project Director:** Sarah Santoyo      **Project Administrator:** Enrique Perez

**RECOMMENDATION**

It is recommended that the Board approve the first 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: \$75,000 (grant-funded)	Board Date: May 11, 2020
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS**

This first amendment (hereinafter “Amendment”) is entered into on this 11<sup>th</sup> day of May, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Fresno County Superintendent of Schools** (hereinafter “SUBCONTRACTOR”), to amend that certain agreement #DO-18-2559-32 (hereinafter “Agreement”) between the parties dated March 23, 2020. 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 career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”). At the direction of the PRIME SPONSOR, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

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 host the **Strong Workforce Program K12 Pathway Coordinator** serving the **State Center Community College District** and **West Hills Community College District** in the **Central Valley/Mother Lode Region**, and 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:

**Total Cost will be amended as follows:**

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000.00 (includes \$100,000.00 per community college district (CCD) served). This represents a reduction of \$50,000.00 (from \$250,000.00 to \$200,000.00).

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this first Amendment to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *Fresno County  
Superintendent of Schools*

By: \_\_\_\_\_  
Name: Peter J. Hardash  
\_\_\_\_\_  
Title: Vice Chancellor  
Business Operations/Fiscal Services  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Board Approval Date: May 11, 2020

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)



List of Exhibits  
*(Updated April 2020)*

Exhibit A: Scope of Work (approved by Chancellor's Office)  
*Note updated for West Hills CCD*

Exhibit B: Invoice Form and Instructions

Exhibit C: Guidance Memorandum from the Chancellor's Office

Exhibit D: Articles I, Rev. 09/18 and Article II, Rev. 05/14

*(NOTE: Exhibit D is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)*

**Exhibit E: Guidance on Sub-agreement for Year 1 K12 Workforce Pathways Coordinator and Important Updates Letter from RSCCD (04-01-2020)**

Exhibit A:  
Scope of Work/Application  
(Approved by the Chancellor's Office)  
*Note updated for West Hills CCD*

LEA	Fresno County Superintendent of Schools Office (FCSS)
Community College Districts Served	1. State Center Community College District (SCCCD) 2. West Hills Community College District (WHCCD)*
Primary Contact	Valerie Vuicich
Title	Executive Director CTE/ROP
Email	vvuicich@fcoe.org
Phone	(559) 497-3850

\* Note from Fiscal Agent 4/28/20: Central/Mother Lode Regional Consortium, Regional Chair, confirmed that LEA host for West Hills CCD is Fresno County Superintendent of Schools and notification to Chancellor's Office.

1. How will you ensure that the K12 Pathway Coordinator is able to serve your community college district service area including all middle and high school affiliates? Include information such as:

- a. How would you determine and support your service area's focus?  
There are three groups of LEAs that need to be served through these positions: one is the K12 SWP funded projects; the second are the unsuccessful applicants; and the third group includes those K12 districts who have not applied for K12 SWP funds in order to enable them to apply in the future as appropriate for their programs. As a member of the Mother Lode CRC K12 SWP Selection Committee for the first two rounds, we have had conversations regarding the use of the application process to identify areas of concern that could serve as a starting point in providing direct support in our service areas.
- b. Describe prior or existing collaborations with K12 and college partners that would support hosting this position.

FCSS CTE/ROP has participated in a variety of activities/collaborations with the CRC since the demise of our local State Center Consortium (SCC) project in 2015. Our office initially absorbed the coordinator from SCC when the district made the decision to discontinue that program office. Our staff have attended workshops promoting the adoption of Get Focused, Stay Focused and shared those with our partner districts. We were fortunate to have a large number of our teachers participate in the Teacher Externship program when that was offered. For the two years that this activity fell under our umbrella, we had thirty-nine (39) teachers participate. We have had a partnership with State Center Community College District as one of the original pilot 2 +2 +2 programs in the state starting back in 1986. FCSS was an original member of State Center Consortium when the articulation partnership became a funded staff under Perkins Tech Prep dollars. FCSS provided one of the three certificated staff members to the consortium for over 20 years. We have

experience in working with staffing Memorandums of Understanding (MOUs). In addition, while not an official member of the West Hills Tech Prep work when it was in existence, our ROP program includes member districts Coalinga-Huron, Golden Plains, Firebaugh, Riverdale, and Mendota. Several of those districts actually participated in the State Center Consortium activities through their membership in Fresno ROP. We have a close working relationship with Kings ROP that has Lemoore UHSD, Hanford JUHSD, and Avenal High School within their service area. Valley ROP is a JPA organization within Fresno County that serves Sanger, Selma, Kingsburg, Kings Canyon, and Parlier. Districts within the SCCCDC. In addition their West Hills CCS member is Corcoran. We collaborate on several activities with that organization and those member districts.

In our role as the CTEIG TA provider for the region, we disseminated CRC information to the LEAs through our TA newsletter on a regular basis. That included promotion of the annual Counselors Conference that the CRC has held in various locations around the region.

FCSS staff served as chairs of industry sector committees on behalf of State Center CCD to assist them in writing a CTE Strategic Plan in 2015. The focus sectors were Advanced Manufacturing, Agriculture, Business & Finance and Health Occupations. The sectors were chosen by SCCCDC because they represented the areas of focus for the CRC. The recommendations from the various groups were compiled into a report that SCCCDC used in a bond measure effort that was successful. The industry sector committees included community college administrators, faculty, Deputy Sector Navigators and business partners. The labor market information utilized came from the region's Centers of Excellence report for the district.

The Fresno CTE/ROP management team serve on departmental advisory committees for community college courses and we hold joint advisory meetings and teacher professional development activities with community college instructors. Many of our ROP advisory committee also include active participation from the respective community college instructors as well.

- c. If your organization is proposing to serve multiple community college districts and host multiple K12 Pathway Coordinators, provide the rationale for doing so.

Fresno CSS/CTE-ROP department has the following districts/charters as members of our organization: CART, Central, Chawanakee, Minarets Charter, Chawanakee Academy Charter, CTEC (CTE Charter), Fowler, Golden Valley, Kerman, Mariposa, Madera, Madera County Superintendent of Schools Office, Pioneer Technical Charter, Sierra, Washington, and Yosemite Unified.

These districts along with the Valley ROP districts of Sanger, Selma, Kingsburg, Dinuba, Kings Canyon and Parlier all fall within the boundaries of the State Center Community College District.

In the West Hills Community College District, our Fresno ROP member districts/partners are: Caruthers, Coalinga-Huron, Firebaugh-Las Deltas, Laton, Mendota, and Riverdale. FCSS curriculum and instruction departments currently work with the faculty at Avenal High in the Reef-Sunset district and have also been serving faculty at Lemoore High this year. As mentioned previously, we have a strong relationship with Kings COE and the Kings ROP program in whose service area Hanford JUHSD resides.

FCSS has Content Coordinators assigned to specific districts who spend time on campus with faculty and administration in order to support their CTE efforts and to specifically ensure that their ROP programs are operating in accordance with FCSS policies and Ed Code requirements for our program. In our previous role as CTEIG TA providers, our work expanded to include workshops and specific school/district consultation regarding CTE courses aligned to the state CTE Model Curriculum Standards, responding to CTE credentialing questions and assisting in the facilitation of state approval of capital outlay requests for the K12 districts within these two community college areas. Our communication with districts is established with those listed as members and those who participated in the CTEIG funding process. The two new positions will expand upon the existing networks and partnerships and focus on establishing a more consistent presence with the districts that have not been under our direct service previously.

- d. Describe CTEIG or K12 SWP partnerships in which your organization has played a role.

FCSS compiled quarterly statistics as a component of our required reporting to CDE regarding CTEIG TA activities for the three years of those services. We logged all phone calls, email inquiries, workshop registrations and attendance. Services also included one-on-one consultation with districts to assist them with specific concerns or areas of improvement that they have identified. Our staff also conducted workshops in areas at the request of the CTEIG recipients that were tailored to their specific needs. Staff belong to a number of professional CTE organizations and/or committees that have interacted with the COCCC's state leaders for SWP more frequently over the past two years. LEAs are required to align their curriculum with the CTE Model Curriculum Standards that also drives the K-12 student data system reporting through CALPADS. That system has become more restrictive in the last 4 years and districts have needed guidance regarding how to design

pathways that both meet the narrow definitions demanded by CALPADS but also link to the broader pathways at their local community college

2. Describe how your fiscal/grant processes and resources are prepared to support the work of the K12 Pathway Coordinator. Include information such as:

- a. What examples do you have of your organization's ability to serve as a fiscal agent for a K12 Pathway Coordinator? Include experience managing other grants.

FCSS has an extensive financial department led by Deputy Superintendent for Business Services, Kevin Otto. The finance department is divided into two major areas: internal finance that serves the departments within FCSS and external finance that supports the school districts within Fresno County. In addition to direct services, our information technology department supports districts outside of the county through our fiscal web-based software system called Everest. FCSS financial department is also responsible for fiscal oversight of all K12 LEAs within the county.

- b. What evidence do you have of your organization's ability to process payments, travel, conference expenses?

The FCSS CTE/ROP office has a dedicated accountant on site in order to process invoices, claims, travel reimbursements, purchase orders and payment vouchers in a timely manner. The work is overseen by a senior accountant at the downtown office who serves as a resource to staff. FCSS has transitioned to more online processing of financial activities such as purchase orders, mileage reimbursements and budget transfers. Since the CTE/ROP department is located off-site of the main office, online transactions have significantly sped up financial processing for our programs. Our team works with financial staff from the 22 districts within Fresno ROP to provide guidance and ensure that quarterly claims, capital outlay purchases (any item over \$500), lottery expenditures and ensure questions regarding the eligibility of expenditures are valid and accurate.

As a part of our CDE leadership contracts, FCSS CTE/ROP has the responsibility to process travel reimbursement for participants to meetings and trainings. FCSS has a policy for "Non-Employee Travel Reimbursement" that includes obtaining a US W-9 and a CA-590 form along with the actual claim form. This allows us to enter the individual into the Everest system as a "vendor" so that payment is processed in a smooth and timely manner. FCSS travel reimbursements are closely aligned to the state travel reimbursements and mileage is adjusted every January 1 based on the rate established by the IRS. Some of the workshop contracts for our previous CDE Leadership work included purchasing textbooks for instructors to use and providing stipends for schools to host site visits. While it was not used, we were asked by the

Fresno WIB and a local manufacturing employer to come up with a way to pay students for a summer internship who did not qualify to receive the WIBs' funding. We worked out that by setting the internship up as a summer school ROP class, our ROP Workman's Comp insurance would cover the student and they could receive payment as a "scholarship" after the internship was concluded. The attorneys and finance leadership as well as the administration of FCSS are open to exploring a variety of options in order to bring programs that will benefit students to the region.

- c. What office space, technology, and administrative support is available to support this position.

As mentioned earlier, FCSS CTE/ROP is offsite from the main district office. We are located at 1318 E. Shaw, Suite 420, Fresno, CA 93710. We occupy a suite of offices on the fourth floor of the West Tower of the Starwood Office Complex (formerly known as the Guarantee Complex). In addition to our office space, we have an adjacent classroom/conference room that we use for trainings, DSP classes, and a variety of meeting and in-service activities. Within our suite we have sufficient workspace (3 vacant workstations) with existing furniture and technology to support the K12 Pathway Coordinators. In addition to the onsite accountant there is an Administrative Assistant, a Program Assistant, 2 Department Automation Specialists and a Records Technician. This support team is very talented and professional and will be able to support the K12 Pathway Coordinators.

3. Once selected, describe how you would manage the K12 Pathway Coordinator.

- a. Who will supervise this position?

The Supervisor of Record will be Valerie Vuicich, Executive Director CTE/ROP. Ms. Vuicich has been in her current position for 14 years. She is responsible for the management and supervision of the FCSS CTE/ROP department with full time staff of 10; 8 DSP trainers for the Fresno/Tulare/Kern county regions (hourly trainers); and 3 CTE Teach mentors (retired CA credentialed administrators, hourly employees). In addition to Ms. Vuicich, Mrs. Janet Sloan serves as Director, CTE/ROP and there are three additional Content Coordinators on staff: Anthony Ayerza, Efrain Guizar and Margo Perkins. All of this administrative team hold valid CA Administrative Services Credentials and have served as site administrators in their previous school districts.

- b. What is the plan to monitor and evaluate the performance of this position?

FCSS has a specific employee evaluation policy. All new employees are evaluated at 3 and 5 months (considered the probationary period). Upon completion of 6 months, there is an annual review for the first 2 years of

employment in that specific position. Once the initial two years have passed, employees are evaluated every two years with the schedule based upon the first initial of their last name.

- c. What obligations would the K12 Pathway Coordinator have to the host institution apart from carrying out the K12 Pathway Coordinator duties?

FCSS would expect the K12 Pathway Coordinators to participate in events related to the job duties of their position that currently exist in our services such as our CTE Expo, Career Skills Challenge with Fresno City College, Tiger Romp with Reedley College, and Apprenticeship & Women in Construction Day. All are one day events. In addition, we would expect them to participate in CTE course advisory committee meetings as appropriate for their work with the K12 – Community college pathway alignment and/or dual enrollment facilitation.

- d. This position is responsible for serving multiple institutions and will be situated within an evolving organizational matrix with reporting relationships to the region including the K14 TAP, the regional consortium, the SWP Selection Committee, the Chancellor's Office, the California Department of Education, Regional Directors, Guided Pathways Coordinators, and Strong Workforce Program TAPs (e.g. COEs). How will your institution take this into account in providing supervision of this position? Please describe other positions hosted by your institution with a similar external orientation.

When an FCSS employee served 'on loan' to the State Center Consortium staff for over 12 years, monitoring and supervision fell to the SCC Executive Director who superseded FCSS in providing direct input into the evaluation process (however the process was documented by the FCSS administrator for the FCSS personnel records). We would expect that the CRC Steering Committee will set the course for the outcomes expected of the K12 Pathway Coordinator along with input from the K12 Selection Committee regarding the Strong Workforce Program. As longtime providers of K-12 CTE technical assistance and support, we would hope to have input to that aspect of the work. We also understand that the K12 Pathway Coordinators will have a responsibility to the K14 TAP, Diane Baeza for additional direction as to their work outcomes.

- 4. How will this position be filled?

- a. How you would employ the K12 Pathways Coordinator (faculty on special assignment, release time, administrator, classified staff, independent contractor, etc.)

In order to fit within the constraints of the K12 Pathway Coordinator position requirements from the Chancellor's Office regarding salary, these positions



will be considered as a classified management position utilizing the job description provided in the K12 Pathways Coordinator Scope of Work document.

- b. Will you recruit for this position or do you already have someone identified for the position?

Yes, we will post the positions through EdJoin and follow FCSS recruitment and hiring policies and practices.

- c. Describe how you would carry out the recruitment process.

Internally at FCSS, the new positions will be approved by the Superintendent of Schools, routed through the Human Resources department and then posted to EdJoin publicly under the Fresno County Superintendent of Schools Office. Communication to the K14 TAP and the CRC Regional Coordinator will take place so that they can provide assistance in promoting the available positions throughout the appropriate community college districts and the region.

- d. Will there be opportunities for other stakeholders to participate in the selection process?

Yes, in addition to FCSS CTE/ROP staff, a representative from each of the two community college districts (SCCCD & WHCCD) along with one from Valley ROP will be placed on the panel for the first round of interviews.

- e. What is your projected timeline for filling the position?

Our anticipated timeline is:

Employee Position Request – February 3, 2020

Routing for approval – February 4-7, 2020

Posting Information to HR - February 11, 2020

Posting on EdJoin – February 18, 2020

Posting Ends – February 24, 2020

Screening of Candidates – February 25 – 28, 2020

Panel Interview – week of March 9-13, 2020

Second Interview with Finalists – week of March 16 – 20, 2020

Candidates hired by April 2, 2020 for a July 1, 2020 start date

Note: Successful candidates will be required to attend the June 1-3 training session.

The annual budget is \$125,000. Describe the categories of expenditure and the amount you anticipate budgeting for each.

K12 Pathway Coordinator positions 2 x \$125,000 = \$250,000 total

<b>Expenditure Type</b>		
1000 – Certificated Salary	\$	0.00
2000 – Classified Salary	\$136,000.00	(\$68,000 x 2)
3000 – Employee Benefits	\$ 69,324.00	(\$34,662 x 2)
4000 – Books and Supplies	\$	4,000.00
5000 – Services and other Operating Expenditures	\$	30,676.00
7000 – Indirect Cost (limit 4%)	\$	10,000.00
<b>Total</b>	<b>\$</b>	<b>250,000.00</b>

Exhibit E:

Guidance on Sub-agreement for  
Year 1 K12 Workforce Pathways Coordinator  
and Important Updates  
Letter from RSCCD (04-01-2020)



**DATE:** April 1, 2020  
**TO:** LEA Host Institution for the K12 Workforce Pathways Coordinator  
**FROM:** Sarah Santoyo, Fiscal Agent for the K14 TAPs/K12 Coordinators  
**Re:** Enclosed sub-agreement for Year 1 – K12 Workforce Pathways Coordinator and Important Updates

Dear K12 Workforce Pathways Coordinator Host:

This cover letter is to share important updates to the K12 Workforce Pathways Coordinator grants and to provide instructions for processing the enclosed Year 1 K12 Coordinator sub-agreement with your institution.

### **Important Updates**

#### **YEAR 1 – K12 Workforce Pathways Coordinator grants**

Due to the delay in starting the Year 1 grants and since extensions will not be approved, the Chancellor's Office has determined that the Year 1 awards will be adjusted from \$125,000 to \$100,000 to reflect the shorter timeline.

Year 1 performance period: 3/1/2020 – 12/31/2020.

#### *Action Item 1:*

The enclosed Year 1 sub-agreement reflects the original amount of \$125,000. To avoid delays in getting the funding to the host institution, we request that you submit the enclosed sub-agreement for your institution's approval process.

The host institution can submit invoices for the advanced payment based on this original sub-agreement. It will not need to wait until the amendment is processed in order to request the advance payment.

#### *Action Item 2:*

The fiscal agent will create amendments to the Year 1 sub-agreements to reduce the total cost from \$125,000 to \$100,000. We plan to have those amendments for our board meeting in April, but we will have them processed no later than May 2020.

The host institution will receive the amendment (1-2 pages) that will indicate the change in the total cost, obtain approval signatures, and return it to the fiscal agent to adjust the purchase order accordingly.

#### BOARD OF TRUSTEES:

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

#### CHANCELLOR:

Marvin Martinez

## YEAR 2 – K12 Workforce Pathways Coordinator grants

Year 2 grant awards for \$125,000, with a performance period of 7/1/20 – 12/31/21, will be developed and presented to the fiscal agent's board by May 2020.

Ideally, we would like to send the host institutions the Year 1 amendment and the Year 2 sub-agreement at the same time. We understand that it will help hosts with hiring processes if they have received grant agreements for Year 1 at \$100,000 and Year 2 at \$125,000 as soon as possible.

We will strive to have Year 2 sub-agreements approved in April 2020, but may be constrained due to approval processes that are delayed due to the COVID-19 impact. If not in April, Year 2 – K12 Coordinator sub-agreements will be processed before the start of the new fiscal year.

### Instructions to host institutions for processing the enclosed Year 1 sub-agreement

#### *Contract documents checklist:*

- Copy of the sub-agreement for countersignature by host institution
- Exhibit A – Host college application (scope of work)
- Exhibit B – Invoice Form and Instructions
- Exhibit C – Guidance Memorandum from the Chancellor's Office
- Exhibit D – Articles I and II Legal Terms and Conditions

#### *To execute this sub-agreement in order to distribute the funds, please do the following:*

- 1) Enter/review the information for the primary contact and fiscal contact (page 5).
- 2) Enter the host institution's EIN (page 6).
- 3) Print and submit the sub-agreement for authorized signature of approval by your host institution.
- 4) By May 8, 2020, scan and return a copy of the fully executed sub-agreement to Sarah Santoyo, Santoyo\_Sarah@rscdd.edu, and cc Maria Gil, Gil\_Maria@rscdd.edu. The fiscal agent does not require an original signed copy.
- 5) By May 29, 2020, submit an invoice for the 70% advance payment. Please work with your fiscal/accounting office to generate an invoice for an advance payment of \$87,500. Instructions for completing the invoice template are listed in exhibit B.

For questions pertaining to sub-agreement and invoice processing, please contact Maria Gil at (714) 480-7464, Gil\_Maria@rscdd.edu.

For all other questions pertaining to this notice, please contact me using the information provided below.

Respectfully,



Fiscal Agent – K14 TAPs/K12 Coordinators

(714) 480-7466, Santoyo\_Sarah@rscdd.edu

cc: Sandra Sanchez, Alejandro Sandoval, Lyla Eddington, Regional Consortia, K14 TAPs

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: May 11, 2020
Re: Approval of First Amendments to Sub-Agreements between RSCCD and Chaffey, Los Rios, MiraCosta, Mt. San Antonio, San Francisco, Ventura, Yosemite Community College Districts to award Centers of Excellence (COE) for Labor-Market Research Grants to Host Colleges/Districts in the State of California	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District (RSCCD) was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the Key Talent Administration and Sector Strategy Fiscal Agent for fiscal year 2019/20. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talents engaged in workforce and economic development programs, as well as for other special projects and partners.

**ANALYSIS**

The Centers of Excellence (COE) for Labor Market Research support the community colleges by providing reports and technical assistance designed to enable community colleges to remain relevant and responsive in their offerings. The COEs are located strategically to study the regional economies of California and provide insight on emerging and changing workforce and occupational needs to be used by the regional colleges as a basis for program planning, resource alignment, and resource development. The Chancellor's Office has approved an extension to the performance period of July 1, 2019, through June 30, 2020, extended to September 30, 2020 for all COEs. The Fiscal Agent, RSCCD, has created amendments to the sub-agreements with the colleges/districts that serve as hosts for the COEs to amend the performance period accordingly.

**Project Director:** Sarah Santoyo      **Project Administrator:** Enrique Perez

To view copies of the fully executed sub-agreements issued to the COEs, please [click here](#).

**RECOMMENDATION**

It is recommended that the Board approve these first amendments to the 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: none	Board Date: May 11, 2020
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**List of Centers of Excellence (COE) and Host Colleges/Districts**

<b>College/District</b>	<b>Amendment #</b>
Chaffey College/Chaffey CCD <i>(Inland Empire – Regional Director)</i>	DO-19-2566-01.01
City College of San Francisco/San Francisco CCD <i>(Bay Area – Regional Director)</i>	DO-19-2566-02.01
Los Rios CCD <i>(North/Far North – Regional Director)</i>	DO-19-2566-03.01
Los Rios CCD <i>(North/Far North – Statewide Director)</i>	DO-19-2566-04.01
MiraCosta College/MiraCosta CCD <i>(San Diego/Imperial – Regional Director)</i>	DO-19-2566-05.01
Modesto Junior College/Yosemite CCD <i>(Central Valley/Mother Lode – Regional Director)</i>	DO-19-2566-06.01
Mt. San Antonio College/Mt. San Antonio CCD <i>(Los Angeles/Orange County – Regional Director)</i>	DO-19-2566-07.01
Moorpark College/Ventura County CCD <i>(South Central Coast – Regional Director)</i>	DO-19-2566-08.01

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
[NAME OF CCD HOST TO COE]**

This first amendment (hereinafter “Amendment”) is entered into on this 11<sup>th</sup> day of May, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [Name of CCD host to COE] (hereinafter “SUBCONTRACTOR”), which is hosting the **Center of Excellence (COE) for Labor-Market Research**, to amend that certain agreement #DO-19-2566-XX (hereinafter “Agreement”) between the parties dated July 15, 2019. 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 “Key Talent Administration and Sector Strategy” grant, Prime Award #19-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs, such as regional initiatives and Key Talent positions; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host and supervise the **Center of Excellence (COE) for Labor-Market Research**, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**Period of Performance will be amended as follows:**

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2019, through June 30, 2020, **extended to September 30, 2020.**

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this first Amendment to be executed as of the day that both Parties have signed the Amendment.



RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: [NAME OF CCD  
HOST TO COE]

By: \_\_\_\_\_  
Name: Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor  
Title: Business Operations/Fiscal Services  
\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

Board Approval Date: May 11, 2020

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: May 11, 2020
Re:	Approval of First Amendment to Sub-Agreement between RSCCD and Los Rios Community College District for the Statewide Director – Retail/Hospitality/Tourism Grant	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was awarded a 2019/20 Statewide Director – Retail/ Hospitality/Tourism/Learn and Earn grant (SD-RHT), Prime Award #19-161-001, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. The grant requires the Statewide Director to implement statewide industry focus event meetings that will strengthen and develop the California Community Colleges’ Retail/ Hospitality/Tourism/Learn and Earn efforts.

**ANALYSIS**

For the Statewide Director Retail/Hospitality/Tourism project, Los Rios Community College District, on behalf of Centers of Excellence (COE) will conduct labor market research, analyze available employment and job posting data, and develop a final report to assess retail, hospitality and tourism (RHT) sectors in California. In the wake of the global Coronavirus pandemic, the original activities and scope of work have been amended to be ensure the project has relevance given the economic shifts in the Retail/Hospitality/Tourism (RHT) sector. A first amendment (#DO-19-2564-01.01) was developed to revise the scope of work and to extend the performance period from 3/24/20 to 9/30/20.

To access a copy of the sub-agreement, please [click here](#).

**Project Director:** Sarah Santoyo      **Project Administrator:** Enrique Perez

**RECOMMENDATION**

It is recommended that the Board approve the first 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: May 11, 2020
Prepared by:	Francisco Villaseñor, Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
LOS RIOS COMMUNITY COLLEGE DISTRICT**

This **First Amendment** (hereinafter "Amendment") is entered into on this 11<sup>th</sup> day of May 2020, between Rancho Santiago Community College District (hereinafter "RSCCD") and Los Rios Community College District, on behalf of Centers of Excellence (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 Statewide Director for the "Retail Hospitality/Tourism/Learn and Earn Grant," Prime Award #19-161-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide up-to-date information on industry trends; workforce needs at the state level; in-region investments for professional development and faculty-led projects; career technical education programs, such as the PRIME SPONSOR's Workforce and Economic Development programs, including *Doing What Matters for Jobs and the Economy* initiatives and Retail Hospitality/Tourism/Learn and Earn (RHT) programs; and

WHEREAS, SUBCONTRACTOR wants to amend the Statement of Work and the Period of Performance of the Agreement;

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

**Item 1. Statement of Work and Item 2. Period of Performance, page 1 of the Agreement is amended as follows:**

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A, Amended 04/22/20*), 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 3/24/20 - 09/30/20. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this FIRST AMENDMENT to be executed as of the day that both Parties have signed the Amendment.

Rancho Santiago Community  
College District

SUBCONTRACTOR: *Los Rios Community  
College District*

By:

By:

\_\_\_\_\_  
Name: Peter J. Hardash

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title: Business Operations & Fiscal  
Services

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Board approval date: May 11, 2020

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Revised Scope of Work



## California's Retail, Hospitality & Tourism Sectors v2

Submitted to:

Joy Hermsen, Statewide Director  
Retail/Hospitality/Tourism Sector  
CCCCO Economic and Workforce Development  
Hosted at Rancho Santiago CCD

January 22, 2020

Amended April 22, 2020 due to Coronavirus Pandemic  
(see pages 2-3)

Submitted by:

Laura Coleman, Statewide Director  
Centers of Excellence for Labor Market Research

Hosted at:

Los Rios Community College District  
Workforce and Economic Development  
1410 Ethan Way, Rm 204  
Sacramento CA 95825

## Overview

The Center of Excellence (COE) hosted at Los Rios Community College District is pleased to submit a proposal for conducting labor market research to assess retail, hospitality and tourism (RHT) sectors in California. Tasks include:

- Provide historical, current and projected industry employment estimates by subsector – (1) Retail and (2) Hospitality and Tourism.
- Assess mid-term hiring projections and wages (5-year period) for RHT-relevant occupations in California.
- Conduct online job posting analysis to identify occupations and employer preferences.
- Assess existing workforce demographics where possible.
- Assess minimum education and work experience preferences/requirements.
- Include information on industry-validated certifications (third-party).
- Identify postsecondary programs related to occupations and associated student outcomes (as available).

## Cost Estimate / Scope of Work

The COE will conduct secondary research, analyze available employment and job posting data, and develop a final report. To complete the project, the COE staff will utilize existing data tools and subscriptions, such as Economic Modeling Specialists International (EMSI) and Burning Glass' Labor Insight.

Activities	Cost
<b>A. Develop Report Scope</b>	<b>\$1,600</b>
Assess existing RHT workforce/employment research.	
Draft outline of report content.	
Present outline to RHT for feedback/approval.	
<b>B. Data Extraction and Analyses</b>	<b>\$3,000</b>
Compile and analyze secondary data on industries and occupations.	
Complete industry certification and postsecondary education assessment.	
Create tables, charts and graphics for the main data elements.	
Review and edit graphs and charts to ensure accuracy and quality.	
Perform additional analysis as requested.	
<b>C. Draft and final reports to client</b>	<b>\$2,800</b>
Draft report content to client.	
Respond to reviewer comments and make revisions to reports	
Draft content to graphic designer.	
Review and edit final drafts.	
Final reports submitted to client.	
<b>Total for Tasks A - C</b>	<b>\$7,400</b>

## Amended Timeline

All activities were originally planned to be completed and final deliverables submitted no later than May 31, 2020. Given the need to change the nature of the research in response to the global Coronavirus pandemic (see amendment below), all activities will be completed and final deliverables will be submitted no later than **September 30, 2020.**

## Amendment to Original Agreement Activities

With the decimation of the RHT sector in the wake of the global Coronavirus pandemic, the original activities and scope of work for this project are no longer appropriate. After thorough discussion between the Statewide Director, RHT, and the Statewide Director of COE, the following amendments will be made to ensure the project has relevance given the economic shifts in the sector.

- a. **Trend watch** – Prepare two briefs with high level analysis of monthly RHT industry employment in California and 7 regions (data permitting); assessment of job posting activity attributed to RHT employers (CA only); other data as available. Submit one brief as June update (Jan 2020 thru May 2020) and second as September update (Jan 2020 thru August 2020).
- b. **Career Starters-Changers Analysis** – Using O\*NET’s career starters and career changers matrix, provide an assessment of potential occupational pathways for recently unemployed workers in RHT industries. In consultation with Statewide Director, Retail/Hospitality/Tourism, identify 5-10 RHT occupations impacted by COVID-19 related job loss and create “RHT Opportunity Map(s).”

## About the Center of Excellence

The Centers of Excellence (COE) is a statewide initiative supported by the California Community Colleges’ Economic and Workforce Development program and hosted at Los Rios Community College District. The COE research team represents expertise in labor market analysis with a focus on research design, educational and training program mapping, and identifying skill sets for emerging occupations as well as geospatial analysis. COE studies are used to inform policy discussions, industry-wide legislative efforts, and regional workforce and economic development strategies, as well as guide program and resource development efforts by the California Community Colleges. These reports can be accessed at [www.coecc.net](http://www.coecc.net).



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: May 11, 2020
Re: Approval of Professional Services Agreement (Enrollment Management) with Cambridge West Partnership, LLC (CWP)	
Action: Request for approval	

**BACKGROUND**

The Rancho Santiago Community College District (RSCCD) and its colleges – Santa Ana College (SAC) and Santiago Canyon College (SCC) will work with Cambridge West Partnership, LLC (CWP) to identify, review, and validate the reports needed to support SAC and SCC with the multi-year trend data needed to populate the college's Enrollment Management Plans. These institutionalized reports will be used to inform the enrollment related decision making process.

**ANALYSIS**

CWP will work with the district office staff to complete the following tasks but not limited to: provide a comprehensive list of enrollment management related reports required to inform the college's enrollment management plans; provide a description and purpose for each report; as reports are developed by RSCCD staff, CWP will validate each report; assist RSCCD with related activities during the process.

The term of this agreement is May 12, 2020 through September 30, 2020 at a cost not to exceed \$32,000. Based on the findings, the project scope of work and expected date of completion may change with agreement of both parties.

This agreement is funded by the Educational Services Division through earned indirect funds.

**RECOMMENDATION**

It is recommended that the Board approve this agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related agreement on behalf of the district.

Fiscal Impact: \$32,000.00	Board Date: May 11, 2020
Prepared by: Patricia S. Dueñez, Assistant to Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and Cambridge West Partnership, LLC, having its principal business address located at 2472 Chambers Road, Ste. 210 Tustin, California 92780 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
  
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on May 12, 2020, whichever is later, and shall continue in full force and effect thereafter until and including September 30, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
  
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed thirty-two thousand Dollars (\$32,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and

use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

### Other Insurance Requirements

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

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

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that

Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

District: Rancho Santiago Community College District  
Attn: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 N. Broadway  
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)  
Enrique Perez, J.D.  
Vice Chancellor, Educational Services  
2323 N. Broadway, Suite 302  
Santa Ana, CA 92706  
perez\_enrique@rscdd.edu

Contractor: C.M Brahmhatt, Managing Director  
2472 Chambers Road, Suite 210  
Tustin, CA 92780  
cm@cambridgewestpartnership.com

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

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

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

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

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

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

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

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

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

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to



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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: \_\_\_\_\_

CONTRACTOR

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: \_\_ C.M. Brahmhatt

Print Title: \_\_ Managing Director

Date: \_\_\_\_\_

## Exhibit A

### Scope of Work and Detailed Schedule of Payment.

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

Cambridge West Partnership, LLC (CWP) is pleased to provide a proposal to assist Rancho Santiago Community College District (RSCCD). CWP will work with RSCCD to identify, review, and validate the reports needed to support Santa Ana College and Santiago Canyon College with the multi-year trend data needed to populate the college's Enrollment Management Plans. These institutionalized reports will be used to inform the enrollment related decision making process. CWP will work with the district office staff to complete the following tasks:

1. Provide a comprehensive list of enrollment management related reports required to inform the college's enrollment management plans
2. Provide a description and purpose for each report
3. As reports are developed by RSCCD staff, CWP will validate each report
4. Assist RSCCD with related activities during the process.

#### Payment:

We anticipate completing the projects in 200 hours at the rate of \$160.00 per hour. Project cost not to exceed \$32,000. Actual hours will be billed on a monthly basis. All invoices must include the Purchase Order number.

We plan to begin this project upon approval of the agreement and expect completion by September 30, 2020.

Based on the findings, the project scope and schedule may change with the agreement of both parties.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: May 11, 2020
Re: Approval of Professional Services Agreement (CCFS-320 Workflow Process) with Cambridge West Partnership, LLC (CWP)	
Action: Request for approval	

**BACKGROUND**

The Rancho Santiago Community College District (RSCCD) will work with Cambridge West Partnership, LLC (CWP) on the CCFS-320 creation and related processes to optimize student success and the alignment with the Student-Centered Funding Formula. The focus is to work directly with the Educational Services Division and other members of the District including Information Technology Services, District and Campus Research staff, Fiscal Services staff and others involved in creation of the report to evaluate the current CCFS-320 workflow process. A comprehensive look at all student information systems and the documents used to populate the CCFS-320 will be conducted. Existing documentation from the Data Integrity project will be used as a basis for the understanding of the location and processing of the data required for the CCFS-320.

**ANALYSIS**

CWP will work with the Educational Services Division and other district office staff to complete the following tasks with focus on the following but not limited to: review of the mandated reporting requirements of the CCFS-320 report; interview district and campus staff involved in the creation of the CCFS-320 report; review the calculations in and usage of the Colleague system to produce the report; review and validate the processes to produce this report at the district; create Process Map of the CCFS-320; develop recommendations for process improvements in the CCFS-320 report.

The term of this agreement is May 12, 2020 through September 30, 2020 at a cost not to exceed \$14,875.00. Based on the findings, the project scope of work and expected date of completion may change with agreement of both parties. This agreement is funded by the Educational Services Division through earned indirect funds.

**RECOMMENDATION**

It is recommended that the Board approve this agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related agreement on behalf of the district.

Fiscal Impact: \$14,875.00	Board Date: May 11, 2020
Prepared by: Patricia S. Dueñez, Assistant to Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

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Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

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WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on May 12, 2020, whichever is later, and shall continue in full force and effect thereafter until and including September 30, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed fourteen thousand, eight hundred seventy five Dollars (\$14,875.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free,

fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;



### Other Insurance Requirements

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

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

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands

and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

District: Rancho Santiago Community College District  
Attn: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 N. Broadway  
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)  
Enrique Perez, J.D.  
Vice Chancellor, Educational Services  
2323 N. Broadway, Suite 302  
Santa Ana, CA 92706  
perez\_enrique@rscsd.edu

Contractor: C.M Brahmbhatt, Managing Director  
2472 Chambers Road, Suite 210  
Tustin, CA 92780  
cm@cambridgewestpartnership.com

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

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

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

honesty that seriously and directly affects Contractor's present responsibility

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: \_\_\_\_\_

CONTRACTOR

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: \_\_ C.M. Brahmhatt

Print Title: \_\_ Managing Director

Date: \_\_\_\_\_

## Exhibit A

### Scope of Work and Detailed Schedule of Payment.

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

Cambridge West Partnership, LLC (CWP) is pleased to provide a proposal to assist Rancho Santiago Community College District with CCFS-320 creation and related processes to optimize student success and the alignment with the Student-Centered Funding Formula. The focus is to work directly with members of the District including Information Technology Services, District and Campus Research staff, Fiscal Services staff and others involved in creation of the report to evaluate the current CCFS-320 workflow process. A comprehensive look at all student information systems and the documents used to populate the CCFS-320 will be conducted. Existing documentation from the Data Integrity project will be used as a basis for the understanding of the location and processing of the data required for the CCFS-320. An emphasis on comparing best practices at similar California Community Colleges will be highlighted throughout the project.

The assistance will focus on the following:

1. Review of the mandated reporting requirements of the CCFS-320 report
2. Interview District and Campus staff involved in the creation of the CCFS-320 report
3. Review the calculations in and usage of the Colleague system to produce the report
4. Review and validate the processes to produce this report at the District
5. Create Process Map of the CCFS-320
6. Develop recommendations for process improvements in the CCFS-320 report

Payment:

We anticipate completing this project in 85 hours at the technology services rate of \$ 175.00 per hour or a total not to exceed \$14,875. Hours may vary based on the availability of existing process and data element documentation that may be available. Actual hours will be billed on a monthly basis. All Invoices must include the Purchase Order number. Printing (if requested) will be billed separately.

We plan to begin this project upon approval of the proposal and expect completion by September 30, 2020. Based on the findings, the project scope and schedule may change with the agreement of both parties.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: May 11, 2020
Re: Approval of Agreement with 25 <sup>th</sup> Hour Communications for Digital Media Services	
Action: Request for Approval	

**BACKGROUND**

The Board of Trustees approved an agreement with 25<sup>th</sup> Hour Communications at the December 9, 2019 meeting to assist with marketing and advertising services to the Rancho Santiago Community College District ([link](#)). These services included but were not limited to:

1. Marketing
2. Media Data Assessment & Plan
3. Advertising
4. Media Buying, Placement, & Tracking
5. Real-Time Digital Dashboard
6. Public and Media Relations
7. Internal Communications
8. External Communications
9. Web Content Development
10. Social Media

**ANALYSIS**

25<sup>th</sup> Hour Communications is a comprehensive marketing and communications agency with expertise in higher education and, in particular, in California community colleges. The attached agreement is for the cost of summer and fall digital advertising services. 25<sup>th</sup> Hour Communications will undertake and complete summer and fall digital advertising campaigns, which includes creation, implementation, placement, and tracking.

This agreement includes digital advertising services for the summer and fall 2020 semesters from May 12 through August 31. The agreement shall not exceed \$206,500. 25<sup>th</sup> Hour Communications will invoice RSCCD for reimbursement of the cost of advertising funds expended for campaign implementation. This agreement is funded by the Educational Services Division through earned indirect funds.

**RECOMMENDATION**

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

Fiscal Impact:	\$206,500.00	Board Date: May 11, 2020
Prepared by:	Patricia S. Duenez, Assistant to the Vice Chancellor	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	



# Rancho Santiago Community College District

## **MARKETING SERVICES**

twenty fifth hour communications

Date: May 4th, 2020



Thank you for the opportunity to submit this proposal to provide digital media services for RSCCD. We propose to undertake and complete the digital advertising listed below for RSCCD's Summer and Fall 2020 campaign for a 13% placement fee., dedicated from spend. This includes creation, implementation, placement, and monitoring. Below is the media plan based on the provided budget and your previous conversations.

SUMMER 2020: Advertising Plan

<b>Platform</b>	<b>Cost</b>	<b>Audiences</b>
Google/YouTube	\$15,000.00	Geo/Demo General
Facebook/Instagram	\$8,500.00	Reverse Transfer, Displaced, and Custom
Snapchat	\$6,500.00	Reverse, General
Geospatial	\$8,500.00	Addressable, and Radius locations of Interest - 5 miles around each feeder high school
OTT- Non skippable, Non-clickable	\$10,000.00	Geo/Demo General
OTT- Small screen	\$6,500.00	Geo/Demo General
SMART Mailer	\$5,000.00	Retargeting
Spotify	\$4,500.00	Reverse Transfer, Displaced, and General
<b>Total</b>	<b>\$64,500.00</b>	

CE SU2020: Advertising Plan

<b>Platform</b>	<b>Cost</b>	<b>Audiences</b>
Facebook	\$3,500.00	35-65-year-old
Local Radio AMP	\$6,500.00	35-65-year-old
Local Radio Saigon Radio	\$6,500.00	35-65-year-old
Local Radio La Ranchera	\$6,500.00	35-65-year-old
Geospatial	\$3,500.00	Custom Audience
Google	\$3,000.00	SEO
	\$29,500.00	

Fall 2020 Advertising Plan

Platform	Cost	Audiences
Google/YouTube	\$20,000.00	Geo/Demo General
Facebook/Instagram	\$13,000.00	Displaced, General, Under Enrolled Programs
Snapchat	\$7,000.00	Reverse, General
Geospatial	\$8,500.00	Addressable, and Radius locations of Interest – 5 miles around each feeder high school
OTT- Non skippable, Non-clickable	\$10,000.00	Geo/Demo General
OTT- Small screen	\$8,000.00	Geo/Demo General
SMART Mailer	\$10,000.00	Retargeting
Spotify	\$4,500.00	Reverse Transfer, Displaced, and General
OOH	\$15,000.00	General, Places of interest (Billboard, Public Transit, Convenience Store)
Multilingual Print	\$10,000.00	
Online Newspaper OC Register	\$6,500.00	
<b>Total</b>	<b>\$112,500.00</b>	

25th Hour Communications, Inc. will invoice Rancho Santiago Community College District in full for each campaign upon campaign launch for a project total of \$206,500. The 13% management fee will be deducted from the media spend and the remainder will be paid directly to the media outlets on behalf of RSCCD.

\_\_\_\_\_  
 Trish Lamantia                      Date  
 25<sup>th</sup> Hour Communications, Inc.

\_\_\_\_\_  
 Ranch Santiago Community College District                      Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

May 11, 2020

MANAGEMENT

Interim Appointment

Interim President  
Santa Ana College

Effective: July 1, 2020 – June 30, 2021

FACULTY

Appointment/Part-time to Tenure Track

Delaby, Michael  
Assistant Professor, Nursing  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: August 17, 2020  
Tentative Salary Placement: II-3 \$67,966.72/Year  
(Requisition #AC20-0818)

Ratification of Resignation/Retirement

Roger, Neal  
Professor, Math  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: June 5, 2020 (Last Day)  
Reason: Retirement

2020/2021 Sabbatical Leaves of Absence

Funaoka, Marygrace  
Associate Professor, Human Development/  
Education/School Age  
Human Services & Technology Division  
Santa Ana College

Effective: February 1 – June 5, 2021  
Sabbatical Leave Type: Academic Study/  
Professional Growth  
Salary Placement: VII-16 \$121,560.98/Year  
(To Be Prorated at 80%)

Martino, Danielle  
Professor, Astronomy  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: February 1 – June 5, 2021  
Sabbatical Leave Type: Independent Research/  
Professional Growth  
Salary Placement: V-16 \$115,196.89/Year  
(To Be Prorated at 80%)

**FACULTY (CONT'D)**

2020/2021 Sabbatical Leaves of Absence (cont'd)

Martino, Danielle  
Professor, Astronomy  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: August 16 – December 11, 2021  
Sabbatical Leave Type: Independent Research/  
Professional Growth  
Salary Placement: V-16 \$119,804.77/Year  
(To Be Prorated at 80%)

McKowan-Bourguignon, Lisa  
Professor, Math  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: August 17, 2020 – June 4, 2021  
Sabbatical Leave Type: Independent Research/  
Professional Growth  
Salary Placement: II-15 \$102,942.53/Year  
(To Be Prorated at 80%)

Russo, Stacy  
Professor/Librarian  
Fine & Performing Arts Division  
Santa Ana College

Effective: August 17, 2020 – June 4, 2021  
Sabbatical Leave Type: Academic Study/  
Independent Research  
Salary Placement: IV-16 \$112,091.19/Year

Banked Leaves of Absence

Collins, Monica  
Professor, American Sign Language  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 17 – December 11, 2020  
Reason: Partial Banked Leave Withdrawal – 6.5 LHE

2019/2020 Contract Extension Days

Weber, Merari  
Assistant Professor/Coordinator, ESL  
Continuing Education/CEC  
Santa Ana College

Effective: April 6 – June 30, 2020  
Contract Extension: 3 Days  
Contract Extension Rate: VII-14 \$556.41/Day  
Reason: Coordinator Duties

2019/2020 Additional Contract Extension Days

Lopez Mercedes, Jose  
Assistant Professor/Coordinator, ESL  
Continuing Education/CEC  
Santa Ana College

Effective: April 6 – June 30, 2020  
Additional Contract Extension: 3 Days  
Contract Extension Rate: IV-12 \$482.82/Day  
Reason: Coordinator Duties

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

## HUMAN RESOURCES DOCKET

CLASSIFIED

MAY 11, 2020

## CLASSIFIED

New Appointment

Dao, Binh  
Sr. Accountant (CL20-1381) Fiscal  
Services/ District  
Effective: May 4, 2020  
Grade 15, Step 1 \$60,950.26

Nguyen, Trang  
Sr. Accountant (CL20-1381) Fiscal  
Services/ District  
Effective: May 11, 2020  
Grade 15, Step 1 \$60,950.26

Out of Class Assignment

Bennett, Lauren  
Admissions & Records Spec. II/  
Admissions/ SCC  
Effective: 06/08/20 – 06/30/20  
Grade 8, Step 2 \$45,641.48

Effective: 07/01/20 – 09/11/20  
Grade 8, Step 3 \$49,836.81

Bui, Hieu  
District Accounting Analyst/ Fiscal  
Services/ District  
Effective: 07/01/20 – 06/30/21  
Grade 17, Step 3 \$78,554.06

Flores, Jazmin  
Admissions & Records Spec. III/  
Admission/ SCC  
Effective: 06/08/20 – 06/30/20  
Grade 10, Step 2 + 2PG (1000) \$50,714.81

Effective: 07/01/20 – 09/11/20  
Grade 10, Step 3 + 2PG (1000) \$55,294.73

Gonzalez, Araceli  
Instructional Assistant/ Continuing Ed./  
CEC *Corrected position classification*  
Effective: 04/09/20 – 05/22/20  
Grade 5, Step 6 + 2.5% L + 2.5%Bil + 3PG  
(1500) \$53,475.76

Nguyen, Nikki  
District Accounting Analyst/ Fiscal  
Services/ District  
Effective: 07/01/20 -06/30/21  
Grade 17, Step 1 \$71,237.75

Change in Salary Placement

Quinonez Tapia, Edgar Sr. District Safety Officer/ District	Effective: April 4, 2020 Grade 13, Step 5 + 7.5% GY \$71,568.49
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Leave of Absence

Tran, Angela Alternate Media Specialist/ DSPS/ SAC	Effective: 04/08/20 – 05/20/20 Reason: Maternity Leave
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**CLASSIFIED HOURLY**

New Appointments

Arredondo, Angelica Instructional Assistant/DSPS (CL19-1339) DSPS/SCC	Effective: May 5, 2020 Up to 19 Hours/Week School Session Grade 6, Step A \$19.23/Hour
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Nguyen, Hong P. Instructional Assistant (CL19-1376) Continuing Ed./ OEC	Effective: May 1, 2020 Up to 19 Hours/Week School Session Grade 5, Step A \$18.57/Hour
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Professional Growth Increments

Khan, Khadija Student Program Specialist/ Foundation/ SAC	Effective: June 1, 2020 Grade 10, Step A + 5PG (1250) \$22.67/Hour + \$104.17/mo. PG
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Ratification of Resignation/Retirement

Vedell, Elizabeth Learning Facilitator/ Student Development/ SCC	Effective: March 15, 2020 Reason: Deceased
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**TEMPORARY ASSIGNMENT**

Change in Temporary Assignment

Hernandez, Gabriella Admissions & Records Spec. I/ Student Services/ SCC	Effective: 07/01/20 – 12/31/20 Grade 6, Step A \$20.00/Hour <i>Correction of hourly rate</i>
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**MISCELLANEOUS POSITIONS**

Corpus, Iris Community Services Presenters/ Continuing Ed./ CEC	Effective: 04/27/20
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