

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, January 14, 2019
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS **4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

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

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of December 10, 2018 **Action**

1.6 Approval of Consent Calendar **Action**

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

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Report from Classified Representative
- 2.6 Reports from Academic Senate Presidents
 - Senate meetings
- 2.7 Informational Presentation on the Governor's Proposed Budget
- 2.8 Reports from Board Committee Chairpersons and Representatives of the Board
 - Board Facilities Committee
 - Orange County Community Colleges Legislative Task Force

3.0 INSTRUCTION

- *3.1 Approval of Memorandum of Understanding (MOU) with Magnolia Science Academy–Santa Ana Action

The administration recommends approval of the MOU with Magnolia Science Academy-Santa Ana as presented.
- *3.2 Approval of Memorandum of Agreement between Los Angeles Community College District–Los Angeles Trade Tech College and RSCCD on behalf of Santa Ana College (SAC) Community Services Program Action

The administration recommends approval of the contract between Los Angeles Community College–Los Angeles Trade Tech College and RSCCD on behalf of Santa Ana College Community Services Program.
- *3.3 Approval of Educational Affiliation Agreement Renewal with Bright Star Speech and Language Services Action

The administration recommends approval of the educational affiliation agreement renewal with Bright Star Speech and Language Services located in Santa Ana, California as presented.
- *3.4 Approval of Educational Affiliation Agreement with Reach Therapy Services Action

The administration recommends approval of the educational affiliation agreement with Reach Therapy Services located in Escondido, California as presented.

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

- *3.5 Approval of Educational Affiliation Agreement with Learning Tree Therapy Action
The administration recommends approval of the educational affiliation agreement with Learning Tree Therapy located in Long Beach, California as presented.
- *3.6 Approval of Educational Affiliation Agreement Renewal with Progress Speech and Language Center Action
The administration recommends approval of the educational affiliation agreement renewal with Progress Speech and Language Center with facilities located in Orange County, California as presented.
- *3.7 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with Tustin Police Department Action
The administration recommends approval of the standard inter-agency instructional services agreement renewal with the Tustin Police Department located in Tustin, California as presented.
- *3.8 Approval of Revised Educational Affiliation Agreement Renewal with Placentia-Yorba Linda Unified School District Action
The administration recommends approval of the revised educational affiliation agreement renewal with Placentia-Yorba Linda Unified School District located in Placentia, California as presented.
- *3.9 Approval of Marketing and Digital Media Services with Interact Communications for Santa Ana College Career Education Programs Action
The administration recommends approval of the Marketing and Digital Services with Interact Communications for SAC Career Education programs as presented.
- *3.10 Approval of Professional Services Agreement with PGINET Consulting Action
The administration recommends approval of the professional services agreement with PGINET Consulting as presented.
- *3.11 Approval of Digital Advertising Services with Twenty Fifth Hour Communications, Inc. Action
The administration recommends approval of digital advertising services with Twenty Fifth Hour Communications, Inc.
- *3.12 Approval of Proposed Revisions for 2018-2019 Santiago Canyon College (SCC) Catalog Addendum and/or 2019-2020 Catalog Action
The administration recommends approval of the proposed revisions for the 2018-2019 SCC catalog addendum and/or the 2019-2020 catalog as presented.

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

- *3.13 Approval of Standard Professional Services Agreement with Vital Link Orange County Action
The administration recommends approval of the standard professional services agreement with Vital Link Orange County located in Tustin, California, as presented.
- *3.14 Approval of Standard Professional Services Agreement with Kristine Clarke Action
The administration recommends approval of the standard professional services agreement with Kristine Clarke located in Laguna Niguel, California, as presented.
- *3.15 Approval of Standard Professional Services Agreement with Jo Wen Wu, Ph.D. Action
The administration recommends approval of the standard professional services agreement with Dr. Jo Wen Wu located in Irvine, California, as presented.
- *3.16 Approval of Amendment #3 to Classroom Lease with 2000 Chapman Inc. Action
The administration recommends approval of Amendment #3 to the classroom lease with 2000 Chapman Inc. for the extension of the lease of classroom and office space for the period of February 1, 2019, to January 31, 2021, as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers from November 16, 2018 to January 2, 2019.
- *4.3 Approval of Hiring an Independent Audit Firm Action
The administration recommends approval of the hiring of Vavrinek, Trine, Day & Co., LLP for auditing services for the 2018-2019 fiscal year audit and authorization be given to the Vice Chancellor of Business Operations/ Fiscal Services to enter into the contract agreement on behalf of the district as presented.
- *4.4 Approval of Agreement with Architecture 9 PLLLP for On-Call Architectural Design Services for Various Facility Improvement Projects District-wide Action
The administration recommends approval of the agreement with Architecture 9 PLLLP for on-call architectural design services for various facility improvement projects district-wide as presented.

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

- *4.5 Approval of agreement with Architectural Testing, Inc. for Building Enclosure Commissioning Services for Johnson Student Center at Santa Ana College Action
The administration recommends approval of the agreement with Architectural Testing, Inc. for building enclosure commissioning services for the Johnson Student Center at SAC as presented.
- *4.6 Approval of Agreement with Architectural Testing, Inc. for Building Enclosure Commissioning Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College Action
The administration recommends approval of the agreement with Architectural Testing, Inc. for building enclosure commissioning services for the Russell Hall Replacement at SAC as presented.
- *4.7 Approval of Agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Consulting Services for Johnson Student Center at Santa Ana College Action
The administration recommends approval of agreement with Sindoni Consulting & Management Services, Inc. for commissioning consulting services for the Johnson Student Center at SAC as presented.
- *4.8 Approval of Agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College Action
The administration recommends approval of the agreement with Sindoni Consulting & Management Services, Inc. for commissioning consulting services for the Russell Hall Replacement at SAC as presented.
- *4.9 Approval of Agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Consulting Services for Science Center at Santa Ana College Action
The administration recommends approval of the agreement with Sindoni Consulting & Management Services, Inc. for commissioning consulting services for the Science Center at SAC as presented.
- *4.10 Approval of Amendment to Agreement with Stephen Payte DSA Inspections, Inc. for On-Call Inspector of Record Services for Various Facility Improvement Projects Action
The administration recommends approval of the amendment to the agreement with Stephen Payte DSA Inspections, Inc. for on-call inspector of record services for various facility improvement projects as presented.

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

- *4.11 Approval of Agreement with Architecture 9 PLLLP for Architectural/Engineering Design Services for Information Technology Services (ITS) Copper Wire Project at Santa Ana College Action
The administration recommends approval of the agreement with Architecture 9 PLLLP for architectural/engineering design services for ITS copper wire project at SAC as presented.
- *4.12 Ratification of Agreement with Architectural Testing, Inc. for Building Enclosure Commissioning Services for Science Center at Santa Ana College Action
The administration recommends ratification of the agreement with Architectural Testing, Inc. for building enclosure commissioning services for the Science Center at SAC as presented.
- *4.13 Ratification of Agreement with MTGL, Inc. for Geotechnical Testing, Special Inspections, and Environmental Consultant Services for Johnson Student Center at Santa Ana College Action
The administration recommends ratification of the agreement with MTGL, Inc. for geotechnical testing, special inspections, and environmental consultant services for the Johnson Student Center at SAC as presented.
- *4.14 Rejection of all Bids for Bid #1359 for Child Development Center Painting and Maintenance Phase 2 at Santa Ana College Action
The administration recommends rejection of all bids for Bid #1359 for Child Development Center Painting and Maintenance Phase 2 at SAC as presented.
- *4.15 Rejection of all Bids for Bid #1360 for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College Action
The administration recommends rejection of all bids for Bid #1360 for Barrier Removal Paper Towel Dispenser Replacement at SCC as presented.
- *4.16 Approval of Agreement with Cambridge West Partnership, LLC for Information Technology Consulting Services Action
The administration recommends approval of the agreement with Cambridge West Partnership, LLC as presented.
- *4.17 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period November 11, 2018, through December 8, 2018.

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

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Child Care Access Means Parent in School (CCAMPIS-SAC) \$ 199,979
Year 1 (District)
 - Child Care Access Means Parents in School (CCAMPIS-SCC) \$ 58,149
Year 1 (District)
 - Disabled Students Programs & Services (DSPS) – \$ 4,491
Augmentation (SAC)
 - Early Head Start – Year 5 (District) \$1,904,495
 - Zero Textbook Cost (ZTC) Degree Equity Champion Grant \$ 2,000
(SAC)
- *5.2 Approval of Sub-Agreements between RSCCD and Foothill-DeAnza, Yuba and Santa Clarita Community College Districts to Award 2018-2019 Deputy Sector Navigator Grants to Host Colleges/District in State of California 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 First Amendments to Sub-Agreements between RSCCD and Allan Hancock Joint, Cerritos, Chaffey, Coast, Contra Costa, Desert, Foothill-DeAnza, Grossmont-Cuyamaca, Lake Tahoe, Long Beach, Los Angeles, Los Rios, Merced, MiraCosta, Ohlone, Peralta, Rio Hondo, San Bernardino, San Diego, San Francisco, San Joaquin Delta, San Luis Obispo County, San Mateo, Santa Clarita, Sequoias, Shasta-Tehama-Trinity Joint, Sierra Joint, Sonoma County Junior, South Orange County, Southwestern, State Center, Victor Valley, and Yosemite Community College Districts for 2018-2019 Deputy Sector Navigator Grants awarded 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.

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

- *5.4 Approval of First Amendments to Sub-Agreements between RSCCD and Butte-Glenn Community College District for 2018-2019 Deputy Sector Navigator Grants 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.
- *5.5 Approval of First Amendment to Sub-Agreement between RSCCD and WestEd for Data Science Tools 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.
- *5.6 Approval of First Amendments to Sub-Agreements between RSCCD and Educational Results Partnership and The Research and Planning (RP) Group for Data Science Tools Grant 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 California State University Fullerton Auxiliary Services Corporation for Strong Workforce Program Regional Funds Initiative 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 Hyatt Regency Huntington Beach Hotel Contract 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 Service Agreement between RSCCD and Amanda Romero 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.

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

*5.10 Approval of Amendment to 2019 Designation of Specific Day, Weeks, or Months of Observance Which Relate to the Educational Mission of the District Action

Trustee John Hanna recommends that the board approve an amendment to the 2019 designation of specific days, weeks, or months of observance which relate to the educational mission of the district by adding January 27, 2019, to the existing May 2, 2019, date listed for the International Holocaust Day on the abovementioned document.

*5.11 Approval of First Amendment to Sub-Agreement between RSCCD and Think Together for Adult Education Program (Assembly Bill 104) 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.

5.12 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Dean, Instruction and Student Services
 - g. Chancellor Appointment
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
3. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

Property: Centennial Education Center/Centennial Park
2900 W. Edinger Avenue, Santa Ana, California

Agency Negotiators: Raúl Rodríguez, Chancellor, Rancho Santiago Community College District

Negotiating Parties: City of Santa Ana

Under Negotiation: Price and Terms of Payment

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session.

Completion of the information on the form is voluntary. Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

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

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel Action

- Approval of 2018-2019 Cabinet Permanent Annual Salary Schedule
- Approval of 2018-2019 Management Permanent Annual Salary Schedule
- Approval of Employment Agreements
- Approval of Appointments
- Approval of Appointments/Changes of Assignment
- Approval of Interim Appointments
- Approval of 2019 CEFA Hourly Step Increases
- Ratification of Resignations/Retirements
- Approval of Additional 2018-2019 Contract Extension Days
- Approval of Beyond Contract/Overload Stipends
- Approval of Adjusted Beyond Contract/Overload Stipends
- Approval of 2019 Spring CEFA Hourly Column Changes
- Approval of Part-time/Hourly New/Rehires
- Approval of Non-paid Interns

6.2 Classified Personnel Action

- Approval of Changes in Grade
- Approval of New Appointments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Temporary Assignments
- Approval of Changes in Temporary Assignment
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments

6.2 Classified Personnel (cont.)

- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Student Assistant Lists

6.3 PPL, Inc. Dialogue with Board of Trustees regarding Chancellor Search and Approval of Timeline, Chancellor Search Role Definitions, Candidate Profile, and Institutional Profile Documents Discussion/Action

PPL, Inc. plans to discuss with the Board of Trustees the documents as presented, adjust the documents as determined by the board, and approval of the final documents.

6.4 Authorization for Board Travel/Conferences Action

It is recommended that the board authorize the submitted conference and travel by board members.

7.0 ADJOURNMENT – The next regular meeting of the Board of Trustees will be held on February 4, 2019.

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

Board of Trustees
(Regular meeting)

Monday, December 10, 2018

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:35 p.m. by Ms. Nelida Mendoza. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Mr. Phillip Yarbrough, and Ms. Elizabeth Weber.

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

1.2 Installation Ceremony and Reception

Ms. Mendoza welcomed those in attendance.

The Pledge of Allegiance was led by Mr. Dylan Piazza and Ms. Kennedy Smith, Mr. Hanna's grandchildren. The invocation was given by Rabbi Jonathan Klein and the closing prayer was given by Pastor Mike Jonker, Harvest Ministries, Orange County.

Senator Thomas Umberg, California State Senate, 34th District, administered the Oath of Office to Mr. John Hanna; Trustee John Palacio, Board of Education, Santa Ana Unified School District, administered the Oath of Office to Mr. Labrado; Supervisor Todd Spitzer, Orange County Board of Supervisors; administered the Oath of Office to Mr. Yarbrough.

Ms. Mendoza called a recess at 5:08 p.m.

The board reconvened at 5:29 p.m.

Ms. Mendoza acknowledge Mr. Claudio Gallegos, representative from Congressman Lou Correa's office. Mr. Gallegos presented a Congressional Certificate of Special Recognition to Mr. Hanna, Mr. Labrado, and Mr. Yarbrough, to honor their re-election to the Rancho Santiago Community College Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve revised pages for Item 4.2 (Proposed Revisions for 2018-2019 Santa Ana College [SAC] Catalog) and Item 4.3 (Proposed Revisions for 2019-2020 SAC Catalog); and an addendum for Item 7.2 (Classified Personnel). 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 Weber’s advisory vote was aye.

1.4 Public Comment

Dr. Brenda Estrada, Dr. Marilyn Flores, Ms. Alicia Kruizenga, and Mr. Aaron Voelcker spoke regarding unrepresented management employees receiving the same cost of living increases as other RSCCD represented groups.

Mr. Michael DeCarbo spoke regarding the proposed meeting dates for 2019 board meetings (Item 2.1 Annual Board Organization).

1.5 Approval of Minutes

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve the minutes of the meeting held November 26, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough; and a vote of abstention from Mr. Hanna and Ms. Mendoza. Student Trustee Weber’s advisory vote was aye.

1.6 Approval of Consent Calendar

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

4.1 Acceptance of Sabbatical Leave Report from Professor Jinhee Trone

The board accepted the Sabbatical Leave Report from Professor Jinhee Trone as presented.

4.2 Approval of Proposed Revisions for 2018-2019 Santa Ana College (SAC) Catalog

The board approved the proposed revisions for the 2018-2019 SAC catalog.

4.3 Approval of Proposed Revisions for 2019-2020 Santa Ana College Catalog

The board approved the proposed revisions for the 2019-2020 SAC catalog.

1.6 Approval of Consent Calendar (cont.)

- 4.4 Approval of Digital Advertising Services with Twenty Fifth Hour Communications, Inc. for Occupational Studies Bachelor's Degree Program
The board approved the digital advertising services with Twenty Fifth Hour Communications, Inc. as presented.
- 5.1 Approval of Payment of Bills
The board approved payment of bills as submitted.
- 5.2 Approval of Budget Transfers and Budget Increases/Decreases
The board approved budget transfers, increases, and decreases from November 14, 2018, to November 25, 2018.
- 5.3 Receive and Acceptance of District Audit Reports for Fiscal Year Ended June 30, 2018
The board received and accepted the RSCCD audit reports for the fiscal year ended June 30, 2018, as presented.
- 5.4 Approval of Agreement with Hill's Bros. Lock & Safe, Inc. for Key Hardware Consulting Services Districtwide
The board approved the agreement with Hill's Bros. Lock & Safe, Inc. for key hardware consulting services districtwide as presented.
- 5.5 Approval of Amendment to Agreement with Architecture 9 PLLLP for Architectural Design Services for Barrier Removal/Signage and Wayfinding at Santa Ana College (SAC) and Santiago Canyon College (SCC)
The board approved the amendment to the agreement with Architecture 9 PLLLP for architectural design services for barrier removal/signage and wayfinding at SAC and SCC as presented.
- 5.6 Approval of Amendment to Agreement with Architecture 9 PLLLP for Professional Design Services for Campus Directories at Santa Ana College and Santiago Canyon College
The board approved the amendment to the agreement with Architecture 9 PLLLP for professional design services for campus directories at SAC and SCC as presented.
- 5.7 Approval of Agreement with Southwest Inspection & Testing, Inc. for Materials Testing and Special Inspection Services for Johnson Student Center at Santa Ana College
The board approved the agreement with Southwest Inspection & Testing, Inc. for materials testing and special inspection services for Johnson Student Center at SAC as presented.

1.6 Approval of Consent Calendar (cont.)

5.8 Approval of Amendment to Agreement with Ghatoade Bannon Architects, LLP for Professional Design Services for New Safety & Security Offices at Santiago Canyon College

The board approved the amendment to the agreement with Ghatoade Bannon Architects, LLP for professional design services for the new Safety & Security offices at SCC as presented.

5.9 Approval of Agreement with Converse Consultants for Environmental Consulting Services for Orange Education Center (OEC) at Santiago Canyon College

The board approved the contract with Converse Consultants for environmental consulting services at OEC at SCC as presented.

5.10 Award of Bid #1346 for Parking Lot Sweeping Services

The board awarded Bid #1346 to Viejo Sweeping Services, Ltd. for parking lot sweeping services including renewals as presented.

5.11 Award of Bid #1358 for Purchase of Canon (or Equal) High Definition Video Camera Systems

The board awarded Bid #1358 for purchase of Canon (or equal) high definition video camera systems to Texas Media Systems as presented.

5.12 Approval of Purchase Orders

The board approved the purchase order listing for the period October 21, 2018, through November 10, 2018.

6.1 Approval of Resource Development Items

The board approved budgets, accepted grants, and authorized the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:

-Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers – Fiscal Agent (District Office [DO])	\$12,000,000
- Tobacco-Free College Program (SCC)	\$ 20,000
- United States Small Business Administration/California State University, Fullerton – Orange County/Inland Empire Regional Small Business Development Center Network (DO)	\$ 300,000

6.2 Approval of Sub-Agreements between RSCCD and Los Angeles, Long Beach, and Sierra Joint Community College Districts to Award 2018-2019 Deputy Sector Navigator Grants to Host Colleges/Districts in State of California

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.

1.6 Approval of Consent Calendar (cont.)

6.3 Approval of Revisions to Sub-Agreements between RSCCD and Los Rios, Mt. San Antonio, San Francisco, and Ventura County Community College Districts to Award Centers of Excellence (COE) for Labor-Market Research Grants to Host Colleges/Districts in State of California

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.

6.4 Approval of Sub-Agreement between RSCCD and WestEd for K-12 Strong Workforce Program Initiative

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

6.5 Approval of Sub-Agreement between RSCCD and productOps for K-12 Strong Workforce Program Initiative

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

6.6 Approval of Sub-Agreement between RSCCD and Center for Post-secondary and Economic Success – The Center for Law and Social Policy (CLASP) for Career Technical Education Data Unlocked Initiative

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.

6.7 Approval of First Amendment of Sub-Agreement between RSCCD and productOps for Career Technical Education Data Unlocked Initiative

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

6.8 Approval of Appointment to Measure Q Citizens' Bond Oversight Committee

The board approved the appointment to the Measure Q Citizens' Bond Oversight Committee as presented.

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to suspend the rules and consider Item 7.4 (PPL, Inc. Dialogue with Board of Trustees regarding Chancellor Search) at this time. 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 Weber's advisory vote was aye.

7.4 PPL, Inc. Dialogue with Board of Trustees regarding Chancellor Search

Dr. Benjamin T. Duran, Dr. Dean C. Colli, and Dr. Sherri Guerrero, representatives of PPL, Inc., discussed with the board their recommendations regarding the search for a new chancellor. Items discussed included defining roles, confidentiality, tentative timeline, expectations, advertising and recruitment, travel reimbursements to candidates, first level interview logistics, planning for consideration of finalists, background check process, and new chancellor onboard support. The board received clarification on items discussed from Dr. Duran, Dr. Colli, and Dr. Guerrero.

The board recognized and thanked Chief Toni Bland time since it was her last day of employment. Chief Bland thanked the board for its support during her employment.

1.7 Presentation of District Annual Financial Audit

Ms. Tina Henton, auditor from CliftonLarsonAllen LLP, reviewed the RSCCD Independent Audit Report and rendered an unmodified opinion on the financial statements. Mr. Yarbrough indicated the Board Fiscal/Audit Committee had reviewed the audits and thanked Ms. Henton for her presentation.

2.0 **BOARD ORGANIZATION**

2.1 Annual Board Organization

Mr. Hanna nominated Mr. Yarbrough for the 2018-2019 board president. The nomination carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

At this time, Ms. Mendoza passed the gavel to Mr. Yarbrough to conduct the remainder of the meeting.

It was moved by Ms. Mendoza and seconded by Ms. Barrios to elect Ms. Alvarez as vice president. 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 Weber's advisory vote was aye.

It was moved by Ms. Barrios and seconded by Ms. Alvarez to elect Mr. Hernandez as clerk. 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 Pierot's advisory vote was aye.

Mr. Yarbrough designated Dr. Rodríguez as the board's secretary and Mr. Perez as the assistant secretary.

2.1 Annual Board Organization (cont.)

Mr. Yarbrough appointed chairpersons and members to the following committees:

- Board Communications Committee: Chairperson: Ms. Barrios;
Member: Vacant
- Board Facilities Committee: Chairperson: Mr. Labrado;
Member: Mr. Hernandez
- Board Fiscal/Audit Committee: Chairperson: Mr. Yarbrough;
Member: Mr. Hernandez
- Board Legislative Committee: Chairperson: Mr. Hernandez;
Member: Mr. Hanna
- Board Policy Committee: Chairperson: Mr. Hanna;
Members: Ms. Barrios, Mr. Hernandez
- Board Safety & Security: Chairperson: Ms. Alvarez;
Member: Ms. Mendoza

Mr. Hanna appointed board representatives to the following organizations:

- Representative to the RSCCD Foundation: Ms. Barrios
- Representative to the Orange County Legislative Task Force: Mr. Hernandez
- Representative to the Orange County School Boards Association: Ms. Mendoza
- Representative to the Nominating Committee on School District Organization:
Ms. Mendoza

It was moved by Ms. Barrios and seconded by Ms. Alvarez to adopt the board meeting schedule for 2019. Due to Mr. DeCarbo's comments made during Item 1.4 (Public Comments), Mr. Hanna asked the board to consider amending the proposed schedule of meetings to modify the April dates from the second and fourth days of the month to the third and the fifth days of the month due to spring break occurring during the second week of the month. Discussion ensued. Mr. Labrado requested the meetings be held on April 16 (Tuesday) and April 29 since he would be unable to attend a meeting on April 15. 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 Weber's advisory vote was aye.

It was moved by Mr. Hernandez and seconded by Ms. Alvarez to reaffirm Board Policy (BP) 2200 (Board Duties and Responsibilities). 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 Weber's advisory vote was aye.

It was moved by Ms. Alvarez and seconded by Ms. Mendoza to reaffirm BP 2715 (Code of Ethics/Standards of Practice). 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 Weber's advisory vote was aye.

2.1 Annual Board Organization (cont.)

It was moved by Mr. Hernandez and seconded by Ms. Barrios to reaffirm BP 2735 (Board Member Travel). Mr. Hanna indicated he wanted the Board Policy Committee to review this policy. 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 Weber’s advisory vote was aye.

It was moved by Ms. Mendoza and seconded by Ms. Alvarez to reaffirm BP 6320 (Investments). 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 Weber’s advisory vote was aye.

It was moved by Ms. Barrios and seconded by Mr. Hernandez to approve the designation of specific days, weeks or months of observance, which relate to the educational mission of the district, as listed in the docket. 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 Weber’s advisory vote was aye.

3.0 INFORMATIONAL ITEMS AND ORAL REPORTS

3.1 Report from Student Trustee

Ms. Weber provided a report to the board.

3.2 Reports from Student Presidents

Mr. Evan Ostrow, Student President, Santiago Canyon College, provided a report to the board.

There was no representation from Santa Ana College.

3.3 Report from Classified Representative

Ms. Cindy Partida, Student Services Coordinator, Santiago Canyon College, provided a report to the board on behalf of the classified staff.

3.4 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

3.5 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.

3.6 Report from the Chancellor

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

4.0 INSTRUCTION

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

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

6.0 GENERAL

Items 6.1 through 6.8 were approved as part of Item 1.6 (Consent Calendar).

6.9 List of 2019 Conferences and Legislative Executive Visits for Board Members

Board Policy 2735 and a list of conferences and legislative executive visits that board members may wish to attend was provided as information.

6.10 Review of RSCCD Board of Trustees Self-Evaluation

It was moved by Ms. Barrios and seconded by Mr. Hernandez to review the evaluation responses and complete the self-evaluation process for 2018. 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 Weber's advisory vote was aye.

6.11 Board Member Comments

Ms. Mendoza thanked board members for their support during 2018.

Ms. Mendoza expressed her appreciation for the board's support in her serving as board president during the 2017-2018 year.

6.11 Board Member Comments (cont.)

Ms. Alvarez thanked board members and staff for the accomplishments made in 2018 and is looking forward to working on all that needs to be accomplished in 2019. She expressed appreciation for being named chairperson of the Board Safety & Security Committee.

Mr. Hernandez congratulated the three trustees who were sworn in at the installation ceremony earlier.

Mr. Hernandez indicated he plans to attend the Santa Ana Unified School District Board of Directors meeting on December 11, 2018, to administer the Oath of Allegiance to Mr. John Palacio.

Mr. Yarbrough thanked his fellow board members for electing him to serve as president for the 2018-2019 year and reviewed items the board plans to work on in the upcoming year.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:39 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Dean
 - (2) Assistant Vice Chancellor
 - (3) Director
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiators:	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 (CSEA), Chapter 888 Continuing Education Faculty Association (CEFA) Unrepresented Management Employees
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Student Expulsion (pursuant to Education Code 72122)
Student I.D. #2284090

Mr. Hanna left the meeting at this time due to a prior commitment.

Ms. Weber left the meeting after participating in the discussion and vote on the student expulsion item during closed session.

RECONVENE

The board reconvened at 9:13 p.m.

Closed Session Report

Mr. Hernandez reported during closed session the board discussed personnel items, anticipated/potential litigation, labor negotiations, public employee discipline/dismissal/release, and a student expulsion; and took action to terminate a Information Technology employee and implement a three-day suspension for an accountant employee with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. In addition, Mr. Hernandez reported the board affirmed the expulsion of a student for Student I.D. #2284090 during closed session with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

Public Comment

There were no public comments.

7.0 HUMAN RESOURCES

7.1 Management/Academic Personnel

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

- Approve Employment Agreements
- Approve Revised Job Descriptions/Title Changes
- Approve Adjusted Rates of Pay for Interim Assignment
- Approve Appointments
- Approve Appointments/Interims to Permanent Assignment
- Approve Extensions of Interim Assignment
- Approve Changes of Position
- Ratify Resignations/Retirements
- Approve Adjusted Effective Date of Ratified Resignations/Retirements
- Approve Sabbatical Leaves/Banked Leaves
- Approve Final Salary Placements

7.1 Management/Academic Personnel

- Approve Changes of Classification
- Approve Beyond Contract/Overload Stipends
- Approve Part-time/Hourly New/Rehires

7.2 Classified Personnel

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

- Approve New Appointments
- Approve Hourly Ongoing to Contract Assignments
- Approve Temporary to Contract Assignments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Salary Placement
- Ratify Resignations/Retirements
- Approve Temporary to Hourly Ongoing Assignments
- Approve Leaves of Absence
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Student Assistant Lists

7.3 Rancho Santiago Community College District Fall Diversity Report

The RSCCD Fall Diversity Report was provided as information.

7.4 PPL, Inc. Dialogue with Board of Trustees regarding Chancellor Search

This item was discussed after Item 1.6 (Consent Calendar.)

7.5 Adoption of Resolution No. 18-23 authorizing payment to Trustee Absent from Board Meetings

It was moved by Ms. Barrios and seconded by Ms. Alvarez to adopt Resolution No. 18-23 which authorizes payment to Nelida Mendoza for her absence from the November 26, 2018, board meeting due to illness. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough; and a vote of abstention from Ms. Mendoza.

7.6 Adoption of Resolution No. 18-24 authorizing payment to Trustee Absent from Board Meetings

It was moved by Ms. Barrios and seconded by Ms. Alvarez to adopt Resolution No. 18-24 which authorizes payment to John Hanna for his absence from the November 26, 2018, board meeting due to being out of the country (Israel) and unable to participate via telephone due to security concerns. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

7.7 Authorization for Board Travel/Conferences

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

8.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, January 14, 2019.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 9:15 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

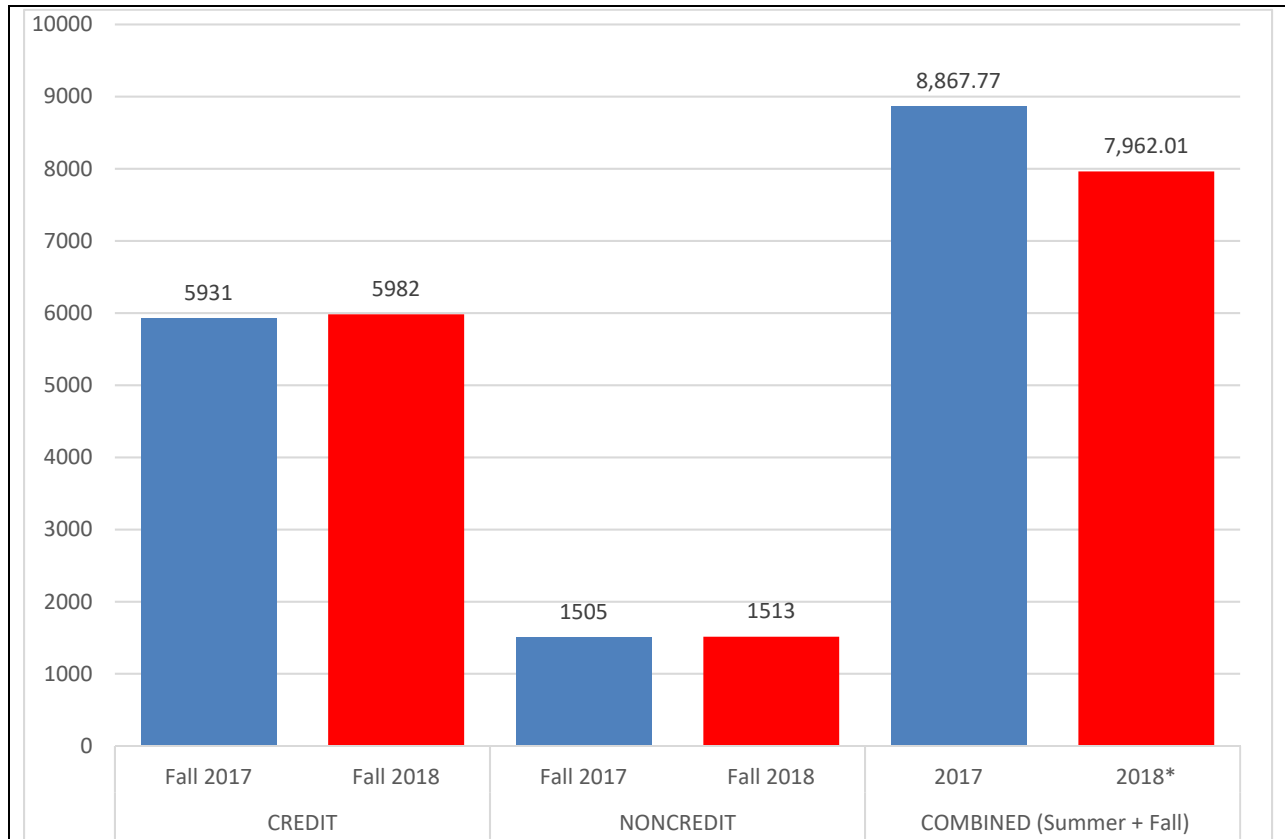
Approved: _____
Clerk of the Board

Minutes approved: January 14, 2019



SAC 2018/2019 Fall Enrollment Report

Date: 12/10/18



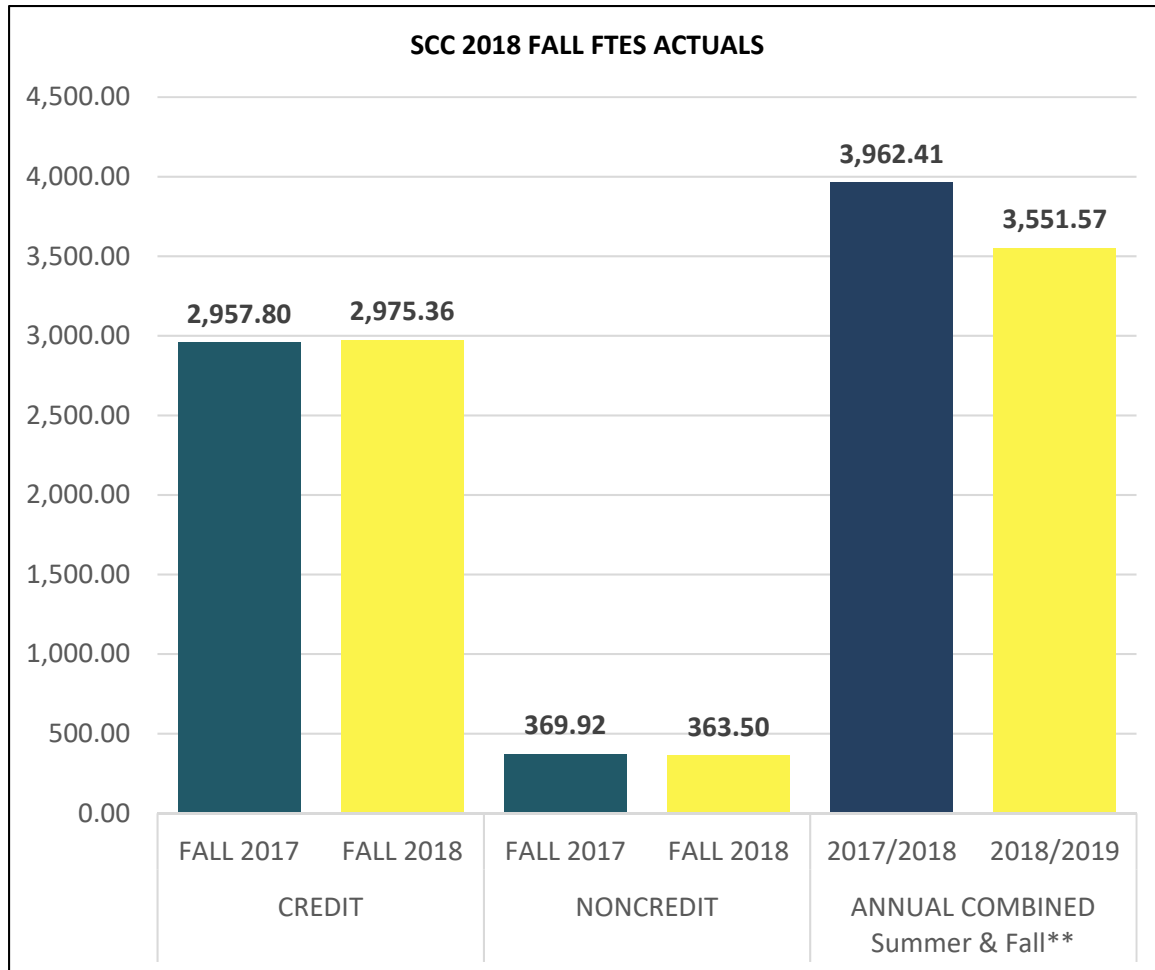
FTES Target

Terms	2017/2018	DIFF	PCT
Credit Fall Target	6917.00		
Credit Fall Projection	7017.00	100.00	1%
Noncredit Fall Target	1694.00		
Noncredit Fall Projection	1694.00	0.00	0%
Annual Target*	18743.00		
Annual Projection*	18743.00	0.00	0%

* Accounts for summer shift of 942.24 FTES to the 17/18 year from 18/19 which reduces the combined total compared to last year



SCC 2018/2019 ENROLLMENT REPORT
12/6/2018



FTES TARGETS

TERMS	2018/2019	DIFF	PCT
Credit Fall Target	3041.07		
Credit Fall Projection	3041.07	0	0%
Noncredit Fall Target	442		
Noncredit Fall Projection	422	-20	-5%
Annual Target*	7900.81		
Annual Projection*	7900.81	0	0%

NOTES

*Accounts for summer shift of 450.66 FTES to the 2017/2018 year from 2018/2019 which reduces the Annual Combined Total compared to last year.

**Post 6/30 Summer FTES:
Credit 74.06; Noncredit 138.65

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Memorandum of Understanding with Magnolia Science Academy-Santa Ana	
Action:	Request for Approval	

BACKGROUND

Dual enrollment programs allow high school students to earn college credit while they are still in high school. There are a number of benefits to participating in a dual-enrollment program. These programs introduce students to the rigors of college coursework early, reduce their time in college and recent studies have shown that students who participate in dual-enrollment programs are more likely to earn a college degree. Santa Ana College would like to grow their Dual-Enrollment Program and increase the number of Santa Ana schools that participate. This MOU allows Santa Ana College to offer college courses to the students at Magnolia Science Academy-Santa Ana. Magnolia Science Academy-Santa Ana provides college preparatory educational programs emphasizing science, technology, engineering, arts and math (STEAM) in a safe environment that cultivates respect for self and others.

ANALYSIS

Santa Ana College will continue to work with the faculty and administration at Magnolia Science Academy-Santa Ana to develop a comprehensive dual enrollment program. The plan is to offer Biotechnology courses on Magnolia Science Academy-Santa Ana's campus. All courses offered will enable Magnolia Science Academy-Santa Ana students to earn simultaneous college credit and meet high school graduation requirements.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Understanding with Magnolia Science Academy-Santa Ana as presented.

Fiscal Impact:	NONE	Board Date: January 14, 2019
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Alicia Kruizenga, Dean of Student Affairs	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**DUAL ENROLLMENT AGREEMENT
BETWEEN
SANTA ANA COLLEGE
AND
MAGNOLIA SCIENCE ACADEMY- SANTA ANA**

This agreement (hereinafter "Agreement") is entered into on the January 15, 2019, by and between Magnolia Science Academy- Santa Ana (hereinafter "MSA-SA") and the Rancho Santiago Community College District (hereinafter "RSCCD"), on behalf of Santa Ana College (hereinafter "SAC") for the establishment of a dual enrollment program and use of MSA-SA facilities.

RECITALS

WHEREAS, MSA-SA and SAC have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities; and

WHEREAS, MSA-SA continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and

WHEREAS, MSA-SA desires to offer students the opportunity for dual enrollment; and

WHEREAS, SAC is willing to offer college courses on the MSA-SA campus, which will benefit MSA-SA students by providing a convenient location and schedule; and

WHEREAS, all of the terms between the parties shall be set forth in this Agreement;

NOW, THEREFORE be it resolved that SAC and MSA-SA agree to work together to afford current MSA-SA students the opportunity to enroll in dual enrollment courses in order to expand access to affordable higher education, provide challenging academic and career preparatory experiences to qualified high school students, and enable students to earn simultaneous college credit and meet high school graduation requirements:

1. Use of Facilities. SAC shall have use of appropriate classroom facilities located on the MSA-SA campus beginning on February 11, 2019, to be used for the purpose of offering dual enrollment credit courses through concurrent enrollment in credit SAC courses.
2. Scheduling. No later than March 31 of each year, the SAC President and the MSA-SA Head of School shall each designate a representative to review the availability of facilities for the following academic year and potential course offerings.
3. Financial Commitments.
 - a. Instructional Staff. SAC will be the employer of record for the purposes of instructor compensation, assignment monitoring, and reporting to the Orange County Department of Education and other responsibilities pursuant to state and federal law, including but not limited to, provision of worker's compensation coverage, payroll taxes, and employer retirement contributions.
 - b. Equipment and supplies. MSA-SA will be responsible for books and other supplies (whiteboard, markers, copying, etc.) and equipment (laptop, overhead projector, etc.) associated with the SAC classes.

- c. Technology. MSA-SA will be responsible for any technology services costs associated with Sections 4 and 5.
 - d. Use of Facility. MSA-SA agrees to allow SAC access to classroom space for the express purpose of offering dual enrollment courses at MSA-SA and to waive any applicable use of facilities fees.
 - e. Damage to Facilities. MSA-SA will bear the costs of any repair or damages to the MSA-SA facilities as a result of the performance of this contract.
 - f. Safety/Security. MSA-SA will be responsible for the direct costs of safety, security, and supervision of the MSA-SA campus during the hours of SAC class operation.
 - g. Should courses be taught by SAC faculty, either before or after school at MSA-SA facilities, then the course will be open to MSA-SA students and the public at large. Classes under this agreement will be reported by SAC for state apportionment.
4. Technology Services. The parties will cooperate to provide students and staff appropriate levels of Internet, network access, and other software resources.
5. Program Management. SAC and MSA-SA will cooperate with respect to elements of program management.
- a. Dual enrollment courses are governed by the policies and regulations of RSCCD/SAC. These policies, regulations and standards apply to students, faculty, staff, instructional procedures, academic standards, course offerings, course outlines of record, whether courses are offered at the college campus, at off-campus sites, including distance learning and internet, or at secondary schools.
 - b. SAC and MSA-SA will jointly select dual enrollment courses for transfer, career and technical education, and high school achievement.
 - c. SAC designated coordinator will work with the appropriate SAC academic division to secure the correct SAC faculty for the courses to be offered on the MSA-SA campus.
 - d. SAC designated coordinator will work with MSA-SA lead staff to facilitate enrollment of students and will work with SAC Admissions & Records office to ensure correct student records are maintained.
 - e. SAC faculty will adhere to course requirement, standards, learning materials, and all other SAC standards, policies, expectations, and systems.
 - f. SAC courses offered at the MSA-SA campus will adhere to SAC scheduling practices and the annual academic calendar. Exceptions may be made with the approval of the SAC Vice President of Academic Affairs.
 - g. Matters of student discipline will be handled cooperatively between the appropriate RSCCD/SAC and MSA-SA administrators.
 - h. Student withdrawal dates/policies will be consistent with existing SAC adopted policies and calendars.

- i. Academic advising of MSA-SA students enrolled in SAC courses will be the joint responsibility of SAC and MSA-SA.
- j. Dual enrollment courses completed by MSA-SA students will be identified on both the college and high school transcripts in the standard format and will not be identified as dual enrollment.

6. Admissions, Tuition, Textbooks, and Fees

- a. All MSA-SA students enrolled in SAC coursework under this agreement will have their enrollment fees waived under SAC concurrent enrollment policies provided they are California residents.
- b. In order to earn college credit, MSA-SA students will still be responsible for paying a Health Fee of \$19 and a \$2 student representation fee per term. It is the student's responsibility to pay before the end of the semester or else a hold will appear on the student's record.
- c. SAC and MSA-SA will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes on the MSA-SA campus.
- d. MSA-SA will provide the books and materials for the SAC dual enrollment courses.
- e. Completed CAPP forms will be collected from each high school student participating in the dual enrollment program and submitted as a group packet by the designated coordinator at MSA-SA.
- f. Dual enrollment students will have access to RSCCD/SAC services such as the library, tutoring, student I.D. cards etc.
- g. The maximum number of students who will be allowed to enroll in a dual enrollment course will be limited to the course capacities established by RSCCD/SAC.
- h. Recruitment into the dual enrollment program will be the responsibility of both MSA-SA and RSCCD/SAC.

7. Parking. Parking spaces will be provided to SAC staff at the MSA-SA campus as needed for site visits or teaching as necessary.

8. Permits, Rules, and Regulations. SAC shall not be required to acquire any permit or facility use approvals at MSA-SA.

9. Indemnification. MSA-SA agrees to defend all claims of loss and to indemnify and hold harmless RSCCD and its officers, agents, employees and volunteers from any and all liability for personal injury, damages, wrongful death, or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of MSA-SA or its officers, employees, volunteers or agents in the performance of this agreement.

RSCCD agrees to defend all claims of loss and to indemnify and hold harmless the MSA-SA, and the officers, employees and agents of each of them from any and all liability for personal injury, damages, wrongful death, or other losses and costs, including but not limited to reasonable

attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of RSCCD or its officers, employees, or agents in the performance of this Agreement.

10. Insurance. MSA-SA and RSCCD shall secure, provide documentation to the other upon request, and maintain at all times during the Term of the Agreement, each at their respective sole expense, the following insurance coverage forms covering both themselves and their respective employees:
 - a. Professional General Liability Insurance . Such coverage maintained by MSA-SA and RSCCD may each be afforded via commercial insurance (with AM Best rating of A, VII or higher), self-insurance, a captive, or some combination thereof, at the minimum limits indicated herein. Such coverage shall be primary and non-contributory.
 - b. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: Each Occurrence \$1,000,000, General Aggregate
c. \$3,000,000
 - d. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.
 - e. Workers' Compensation and Employers' Liability Insurance. Such coverage provided by MSA-SA and RSCCD each may be afforded via commercial insurance or self-insurance.
 - f. Should any of the above-described policies be cancelled before the expiration thereof, 30-days written notice shall be delivered to the other party.
11. No Personal Liability. It is expressly understood and agreed that no personal liability whatsoever attaches to any members of the Board of MSA-SA or of RSCCD, nor any of the officers or employees thereof by virtue of this Agreement.
12. Assignment. This Agreement shall inure to the benefit of and shall be binding upon the assigns or successors in interest of each of the parties hereto; neither party shall assign nor transfer any of its rights, duties, or obligations under this Agreement without prior written consent of other party.
13. Notices. required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below:
 - a. MSA-SA Lead Operational Administrator: Varol Gurler, High School Principal, MSA-SA, 2840 W 1st St, Santa Ana, CA 92703 or designee will complete this section.
 - b. RSCCD/SAC Lead Operational Administrator: Alicia Kruienza, Dean of Student Affairs, Santa Ana College, 1530 W 17th St, Santa Ana, CA 92706 or designee will complete this section.
14. Term. This Agreement shall be in effect upon signature by both parties and shall remain in effect through June 30, 2022.
15. Termination. Either party may terminate this agreement upon ninety (90) days' written notice to the other party or upon completion of the current semester, whichever is greater.
16. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter

contained herein.

- 17. Independent Status . Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

- 18. Equal Employment Opportunity. Each party to this Agreement for itself, its subcontractors, assignees and successors in interest, agree not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in California Government Code§ 12926, ancestry, marital status, or citizenship.

- 19. Disqualified Employees. Each party to this agreement shall ensure that persons who perform services on College or MSA-SA property have not been convicted of any felony, any controlled substance offense, or any or any sex offense, as those terms are defined by Education Code§§ 87008-87010.

IN WITNESS WHEREOF, the parties hereto have executed this dual enrollment Agreement as of the day and year first above written.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

MAGNOLIA SCIENCE ACADEMY- SANTA ANA

RSCCD Board of Trustees Approval

MSA-SA Board of Trustees Approval

Date: _____

Date: _____

Signature of Officer:
Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services

Signature of Officer:
Alfredo Rubalcava,
CEO & Superintendent

Date of Signature

Date of Signature

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Community Services Program**

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Memorandum of Agreement between Los Angeles Community College District – Los Angeles Trade Tech College and RSCCD on behalf of Santa Ana College - Community Services Program	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College Community Services Program will partner with Los Angeles Community College District on behalf of Los Angeles Trade Tech College to offer Cargo Handling Equipment (CHE) Opacity Testing Certification (CCDET III) courses during January 1, 2019 through December 31, 2020. This course is offered in partnership with the Human Services and Technology Division Automotive Program.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the contract between Los Angeles Community College – Los Angeles Trade Tech College and RSCCD on behalf of Santa Ana College - Community Services Program.

Fiscal Impact:	\$4,000 (estimated net income after expenses)	Board Date: January 14, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



Bill To:
 Los Angeles Trade Technical College
 Business Office
 400 W. Washington Blvd.
 Los Angeles, CA 90015

Vendor Address

RANCHO SANTIAGO COMMUNITY
 COLLEGE DISTRICT
 2323 N. BROADWAY, SUITE 350
 SANTA ANA CA 92706
 (T)(714)480-7466

Service(s) To:
 Los Angeles Trade Technical College
 2100 S. Flower Street
 Los Angeles, CA 90007
 (213)-763-7000

Information

Contract Number 4500264285
Contract Amount \$ 4,000.00
Order Date 11/21/2018
Vendor Number 1015945
Payment Terms Payment Due Net 30 days
Requestor/Phone Jess Guerra / 213.763.3919
Confirmed with MICHAEL ROESSLER
Start date 01/01/2019
End date 12/31/2020

Contract # must be referenced on all correspondence.

<u>Fund Center</u>	<u>Comm Item</u>	<u>Fund Center</u>	<u>Comm Item</u>
10017-T6021	562100		

INSTRUCTIONAL SERVICES AGREEMENT

PARTIES: LOS ANGELES COMMUNITY COLLEGE DISTRICT
 ("District")

By Los Angeles Trade-Tech College
 400 W. Washington Blvd.
 Los Angeles, CA 90015

Attn: Vivian Alonzo
 (213) 763-7148
 ("College")

RANCHO SANTIAGO COMMUNITY
 2323 N. BROADWAY, SUITE 350
 SANTA ANA, CA 92706
 ("Contractor")

DATE: 11/21/2018

TERM: From: 01/01/2019 To: 12/31/2020, inclusive.



RECITALS

WHEREAS, the District is authorized to contract for the procurement of goods and services as authorized by law; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform the services described herein pursuant to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit.
2. **WARRANTIES.** The Contractor warrants that the Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the Services.
3. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.
4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
5. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
6. **TERMINATION OF AGREEMENT.** This agreement may be terminated by either party by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.
7. **RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the



District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of any computer programs developed pursuant to this agreement shall be the property of the District. During the term of this agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.

8. **CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.
9. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the District.
10. **INDEMNIFICATION.** All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
11. **WAIVER OF DAMAGES; INDEMNITY.** DELETED PER NEGOTIATION.
12. **INSURANCE.** Without limiting the Contractor's indemnification of the District and as a material condition of this agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:



- (a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.
- (b) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

Failure to maintain the insurance and furnish the required documents may terminate this agreement without waiver of any other remedy the District may have under law.

- 13. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.
- 14. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
- 15. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
- 16. **NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.
- 17. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies



that it is an equal employment opportunity employer.

18. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
19. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
20. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
21. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.
22. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.
23. **CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Contractor has been retained pursuant to this agreement.
24. **REQUIREMENT FOR FEDERALLY FUNDED CONTRACTS.**
 - A. If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.
 - B. Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - C. No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or



Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

THIS AGREEMENT WAS AGREED TO BETWEEN THE PARTIES PER EMAIL ON 12/3/18.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Los Angeles, California, on the date set forth above.

CONTRACTOR
RANCHO SANTIAGO COMMUNITY
2323 N. BROADWAY, SUITE 350
SANTA ANA, CA 92706

By: _____ Date: _____
PETER J. HARDASH
VICE CHANCELLOR OF BUSINESS OPERATIONS/FISCAL SERVICES

DISTRICT
LOS ANGELES COMMUNITY COLLEGE DISTRICT
By: THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: _____ Date: _____
Pamela Sanford
Vice President of Administrative Services
Los Angeles Trade-Technical College

RFC 10048236



EXHIBIT A

SCHEDULE OF SERVICES AND SPECIFICATIONS

CONTRACTOR'S SERVICES:

Santa Ana College will offer:

1. Two (2) Cargo Handling Equipment (CHE) Opacity Testing Certification (CCDET III) courses during January 1, 2019 through December 31, 2020.
2. The dedicated CHE course (CCDET III) is 4 hours in length and includes both classroom and hands-on instruction.
3. The hands-on component includes simulation/testing of typical off-road engines used at CHE facilities using smoke opacity meters that are capable of the opacity testing procedures, opacity limits, calculation approaches, and repair requirements outlined in the CHE Regulation and RTG Crane Test Procedures document.
4. All CCDET III materials have been provided to CCDET colleges.
5. Santa Ana College will coordinate with the CCDET chair, and will provide agreed training dates to ccdet.org webmaster for posting on the website.
6. In addition, Santa Ana College will provide records in a list form that include, at a minimum, the attendees' name, affiliation, phone number, email address, and mailing address and shall provide this to the California ARB Project Manager via email.



EXHIBIT B
SCHEDULE OF PAYMENT

TOTAL FEE: Not to Exceed \$ 4,000

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Educational Affiliation Agreement Renewal with Bright Star Speech and Language Services	
Action:	Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement renewal with Bright Star Speech and Language Services was developed for this purpose and has been reviewed by Interim Dean Carol Comeau and college staff. This educational affiliation agreement renewal with Bright Star Speech and Language Services shall be effective for five (5) years or until termination by written notice of either party. This educational affiliation agreement renewal with Bright Star Speech and Language Services carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Bright Star Speech and Language Services, located in Santa Ana, California as presented.

Fiscal Impact:	None	Board Date: January 14, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Carol Comeau, Interim Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College**, a public educational agency, hereinafter called the “**District**” and, **BRIGHT STAR SPEECH AND LANGUAGE SERVICES**, hereinafter called the “**Agency**”.

PART I. **BASIS AND PURPOSE OF AGREEMENT**

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of Students and to meet community needs;

WHEREAS, the District operates Santa Ana College (“College”) and the College is a duly accredited educational institution that conducts the program described and identified in this Agreement;

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program;

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program Students have opportunities for clinical experience to enhance their capabilities as practitioners;

NOW, THEREFORE, the District and Facility do covenant and agree as follows:

PART II. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.
2. The District will designate the Students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the Students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of Students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will agree that the Student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
7. The District will require District's Speech-Language Pathology Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of Student in clinical experience assignments.
 - c. Changes in clinical experience assignments.
8. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to Students under this agreement.
9. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

10. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
11. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college Students who in the Agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of Students from the program.
12. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
13. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
14. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant Students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

1. Publication by District faculty, or Agency's staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the

Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall carry Sexual Abuse and Molestation liability insurance for itself and each of its employees and partners, as well as Students participating in the program, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers' Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **PERIOD OF AGREEMENT**

The term of this Agreement shall become effective when signed by both parties, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.

This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.

This Agreement shall immediately terminate if the District or the Agency’s licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

Agency: **Bright Star Speech and Language Services**

District: **Rancho Santiago Community College District**

1401 North Tustin Avenue, Suite 270
Santa Ana, CA 92705

2323 North Broadway
Santa Ana, CA 92706

Signature: _____

Signature: _____

Name: Harry D. Ayala

Name: Peter J. Hardash

Title: Executive Director

Title: Vice Chancellor

Business Operations/Fiscal Services

Date: _____

Date: _____

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

To: Board of Trustees	Date: January 14, 2019
Re: Approval of Educational Affiliation Agreement with Reach Therapy Services	
Action: Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement with Reach Therapy Services was developed for this purpose and has been reviewed by Interim Dean Carol Comeau and college staff. This educational affiliation agreement with Reach Therapy Services shall be effective for five (5) years or until termination by written notice of either party. This educational affiliation agreement with Reach Therapy Services carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement with Reach Therapy Services, located in Escondido, California as presented.

Fiscal Impact:	None	Board Date: January 14, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Carol Comeau, Interim Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College**, a public educational agency, hereinafter called the “**District**” and, **REACH THERAPY SERVICES**, hereinafter called the “**Agency**”.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of Students and to meet community needs;

WHEREAS, the District operates Santa Ana College (“College”) and the College is a duly accredited educational institution that conducts the program described and identified in this Agreement;

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program;

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program Students have opportunities for clinical experience to enhance their capabilities as practitioners;

NOW, THEREFORE, the District and Facility do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the Students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the Students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of Students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will agree that the Student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
7. The District will require District's Speech-Language Pathology Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of Student in clinical experience assignments.
 - c. Changes in clinical experience assignments.
8. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to Students under this agreement.
9. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.
10. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any

committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.

11. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college Students who in the Agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of Students from the program.
12. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
13. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
14. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant Students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

1. Publication by District faculty, or Agency's staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District's obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency's obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall carry Sexual Abuse and Molestation liability insurance for itself and each of its employees and partners, as well as Students participating in the program, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers' Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **PERIOD OF AGREEMENT**

The term of this Agreement shall become effective when signed by both parties, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.

This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.

This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

Agency: Reach Therapy Services

District: Rancho Santiago Community College District

504 W. Mission Ave. #102
Escondido, CA 92025

2323 North Broadway
Santa Ana, CA 92706

Signature: _____

Signature: _____

Name: Angela Lin

Name: Peter J. Hardash

Title: Clinical Director

Title: Vice Chancellor

Business Operations/Fiscal Services

Date: _____

Date: _____

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

To: Board of Trustees	Date: January 14, 2019
Re: Approval of Educational Affiliation Agreement with Learning Tree Therapy	
Action: Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement with Learning Tree Therapy was developed for this purpose and has been reviewed by Interim Dean Carol Comeau and college staff. This educational affiliation agreement with Learning Tree Therapy shall be effective for five (5) years or until termination by written notice of either party. This educational affiliation agreement with Learning Tree Therapy carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement with Learning Tree Therapy, located in Long Beach, California as presented.

Fiscal Impact:	None	Board Date: January 14, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Carol Comeau, Interim Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College**, a public educational agency, hereinafter called the “**District**” and, **LEARNING TREE THERAPY**, hereinafter called the “**Agency**”.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of Students and to meet community needs;

WHEREAS, the District operates Santa Ana College (“College”) and the College is a duly accredited educational institution that conducts the program described and identified in this Agreement;

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program;

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program Students have opportunities for clinical experience to enhance their capabilities as practitioners;

NOW, THEREFORE, the District and Facility do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the Students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the Students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of Students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will agree that the Student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
7. The District will require District's Speech-Language Pathology Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of Student in clinical experience assignments.
 - c. Changes in clinical experience assignments.
8. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to Students under this agreement.
9. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

10. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
11. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college Students who in the Agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of Students from the program.
12. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
13. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
14. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant Students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

1. Publication by District faculty, or Agency's staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Agency by a Student or Instructor

who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall carry Sexual Abuse and Molestation liability insurance for itself and each of its employees and partners, as well as Students participating in the program, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars

(\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers' Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **PERIOD OF AGREEMENT**

The term of this Agreement shall become effective when signed by both parties, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.

This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.

This Agreement shall immediately terminate if the District or the Agency’s licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

Agency: **Learning Tree Therapy**

District: **Rancho Santiago Community College District**

4300 Long Beach Boulevard, #760
Long Beach, CA 90807

2323 North Broadway
Santa Ana, CA 92706

Signature: _____

Signature: _____

Name: Kristen Carter

Name: Peter J. Hardash

Title: Director/President

Title: Vice Chancellor

Business Operations/Fiscal Services

Date: _____

Date: _____

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Educational Affiliation Agreement Renewal with Progress Speech and Language Center	
Action:	Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement renewal with Progress Speech and Language Center was developed for this purpose and has been reviewed by Interim Dean Carol Comeau and college staff. This educational affiliation agreement renewal with Progress Speech and Language Center shall be effective for five (5) years or until termination by written notice of either party. This educational affiliation agreement renewal with Progress Speech and Language Center carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Progress Speech and Language Center, with facilities located in Orange County, California as presented.

Fiscal Impact:	None	Board Date: January 14, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Carol Comeau, Interim Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College**, a public educational agency, hereinafter called the “**District**” and, **PROGRESS SPEECH AND LANGUAGE CENTER**, hereinafter called the “**Agency**”.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of Students and to meet community needs;

WHEREAS, the District operates Santa Ana College (“College”) and the College is a duly accredited educational institution that conducts the program described and identified in this Agreement;

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program;

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program Students have opportunities for clinical experience to enhance their capabilities as practitioners;

NOW, THEREFORE, the District and Facility do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.
2. The District will designate the Students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the Students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of Students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will agree that the Student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
7. The District will require District's Speech-Language Pathology Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of Student in clinical experience assignments.
 - c. Changes in clinical experience assignments.
8. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to Students under this agreement.
9. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
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4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

10. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
11. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college Students who in the Agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of Students from the program.
12. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
13. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
14. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant Students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

1. Publication by District faculty, or Agency's staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the

Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall carry Sexual Abuse and Molestation liability insurance for itself and each of its employees and partners, as well as Students participating in the program, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers' Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **PERIOD OF AGREEMENT**

The term of this Agreement shall become effective when signed by both parties, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.

This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.

This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

Agency: Progress Speech and Language Center

District: Rancho Santiago Community College District

2020 North Broadway, #101
Santa Ana, CA 92706

2323 North Broadway
Santa Ana, CA 92706

303 West Lincoln Avenue, #140
Anaheim, CA 92805

Signature: _____

Signature: _____

Name: Younghee Park

Name: Peter J. Hardash

Title: Executive Director

Title: Vice Chancellor

Business Operations/Fiscal Services

Date: _____

Date: _____

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

To: Board of Trustees	Date: January 14, 2019
Re: Approval of Standard Inter-Agency Instructional Services Agreement Renewal with the Tustin Police Department	
Action: Request for Approval	

BACKGROUND

Over the past ten years, Santa Ana College and the Tustin Police Department have shared a partnership providing quality and professional law enforcement training for their agency. The attached standard inter-agency instructional services agreement renewal with the Tustin Police Department will continue the instructional services partnership.

ANALYSIS

This standard inter-agency instructional services agreement renewal with the Tustin Police Department shall remain in effect for five (5) years or until terminated. Interim Dean Carol Comeau and college staff have reviewed this standard inter-agency instructional services agreement renewal with the Tustin Police Department. The cost for this standard inter-agency instructional services agreement renewal with the Tustin Police Department is not to exceed \$21,000 per fiscal year.

RECOMMENDATION

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

Fiscal Impact:	\$21,000	Board Date: January 14, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Carol Comeau, Interim Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District, and the Tustin Police Department, hereinafter called the Agency.

RECITALS

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

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

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

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

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

2. Student Attendance Records. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times

by officials of the District and submitted on a schedule developed by the District.

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

4. Applicable Law. Agency agrees to comply with all federal, state, and local laws, rules regulations, and ordinances that are now or may in the future become applicable to Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

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

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

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

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.
5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.
6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to insure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.
7. Different Section of Courses. District shall have procedures to insure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty, courses, and the students.
8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

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

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

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

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

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars (\$3.00) per student contact hour, not to exceed 7,000 student contact hours or \$21,000 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services/Technology Division or the Associate Dean of Criminal Justice Academies.

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

3. Tuition. It is mutually agreed that Agency can choose to deduct tuition fees from the total dollar amount per student contact hour paid to Agency by District.

D. TERMS AND CONDITIONS

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

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

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

4. Indemnification. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or

claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless earlier terminated by either party in the manner set forth herein. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

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

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

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

If to District:

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

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

If to Agency:

Tustin Police Department
300 Centennial Way
Tustin, CA 92780

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

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

11. Insurance: Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily

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

Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, this Agreement has been executed by the parties

hereto on the day and year first written above.

Agency: TUSTIN POLICE DEPARTMENT District: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

300 Centennial Way
Tustin, CA 92780

2323 North Broadway
Sana Ana, CA 92706

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

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

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

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as FTES funded courses through the Criminal Justice Academies Department at Santa Ana College.

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

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

6. **List of Courses** - The following is a partial list of applicable courses for contract instruction:

1) 039A First Aid/CPR Refresher

2) 006B Arrest and Control Training

3) Related courses approved by the Assistant Dean, Criminal Justice Academies and specific to Criminal Justice and all other approved Criminal Justice related courses offered at Santa Ana College.

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Revised Educational Affiliation Agreement Renewal with Placentia-Yorba Linda Unified School District	
Action:	Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this revised educational affiliation agreement renewal with Placentia-Yorba Linda Unified School District was developed for this purpose and was reviewed by Dr. Simon B. Hoffman and college staff. The educational affiliation agreement renewal with Placentia-Yorba Linda Unified School District was approved by the Rancho Santiago Community College District Board of Trustees on June 25, 2018; however, at a regular meeting of the Placentia-Yorba Linda Unified School District Board of Education on October 9, 2018, the educational affiliation agreement renewal with the Rancho Santiago Community College District on behalf of Santa Ana College, was approved for an effective period of three (3) years rather than five (5) years or until termination by written notice of either party.

RECOMMENDATION

It is recommended that the Board of Trustees approve this revised educational affiliation agreement renewal with Placentia-Yorba Linda Unified School District, located in Placentia, California as presented.

Fiscal Impact:	None	Board Date: January 14, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D. Vice President, Academic Affairs Carol Comeau, Interim Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College**, a public educational agency, hereinafter called the “District” and, **PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT**, hereinafter called the “Agency”.

PART I.

BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

WHEREAS, the District operates Santa Ana College (“College”) and the College is a duly accredited educational institution that conducts the program described and identified in this Agreement;

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students, hereafter called “**Students**”, enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

NOW, THEREFORE, the District and Facility do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
7. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
8. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of student in clinical experience assignments.
 - c. Changes in clinical experience assignments.
9. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.

10. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years of full-time experience as a practicing speech language pathologist.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.

9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

1. Publication by District faculty, or Agency's staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the

HIPAA Privacy Regulation”). Clinical Facility shall direct Students, and Instructors providing supervision at the Clinical Facility as part of the Program, to comply with the policies and procedures of the Clinical Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students’ and Instructors’ role in relation to the use and disclosure of Clinical Facility’s protected health information, the Students and Instructors are defined as members of the Clinical Facility’s workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Clinical Facility. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Clinical Facility by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Clinical Facility by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

1. The District hereby agrees to defend, indemnify and hold harmless the Clinical Facility, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Clinical Facility hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Clinical Facility, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Clinical Facility’s obligations hereunder.

Obligations pursuant to Article VIII shall survive termination or expiration of this Agreement.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and

shall include a minimum thirty (30) day cancellation clause

Insurance Carried by the District. District shall maintain General liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims.

District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide workers' compensation coverage for its employees as well students participating in the program.

Insurance Carried By Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.

Clinical Facility shall carry professional liability insurance for itself and each of its employees and partners in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

Clinical Facility shall provide workers' compensation coverage for each of its employees.

PART V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.

- C. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI PERIOD OF AGREEMENT

- A. The term of this Agreement shall become effective when signed by both parties, and shall remain in effect for a period of three (3) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.
 This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any student already assigned to and accepted by the Clinical Facility shall be allowed to complete any in-progress clinical practicum assignment at the Clinical Facility.
 This Agreement shall immediately terminate if the District or the Clinical Facility’s licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Clinical Facility by any accreditation or regulatory agency.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

Agency: Placentia-Yorba Linda Unified School District
 1301 East Orangethorpe Avenue
 Placentia, CA 92780

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

Signature: _____

Signature: _____

Name: David Giordano

Name: Peter J. Hardash

Title: Assistant Superintendent
Business Services

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: 10-31-18

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – President’s Office**

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Marketing and Digital Media Services with Interact Communications, for Santa Ana College Career Education Programs	
Action:	Request for Approval	

BACKGROUND

Renewed marketing efforts at Rancho Santiago Community College District (RSCCD) began in 2014, thanks to support from the RSCCD Board of Trustees in the form of one-time funds. SAC has since made a conscious effort to dedicate financial resources to continue college-wide marketing and advertising. The SAC Public Affairs Office, formed in March 2017, oversees the planning and implementation of these efforts. In addition to general enrollment and awareness campaigns for the entire college, Career Education programs have received one-time marketing and advertising funds from the State Chancellor’s Office to increase enrollment statewide. Campaigns must be aligned with statewide and regional marketing efforts on behalf of career education programs at all 114 community colleges in California.

ANALYSIS

In today’s marketplace, current and prospective students have many options open to them. They may choose to return to the workforce, select one of the seven other community colleges in Orange County, or opt for a college in a nearby county. To remain competitive and top-of-mind, SAC will implement a comprehensive and strategic advertising plan to promote its Career Education programs, with assistance from Interact Communications.

The scope of work includes the following:

- Campaign collateral development following the guidelines provided by the State Chancellor’s Office
- Media buying and tracking
- Career Education brochure templates following the guidelines provided by the State Chancellor’s Office

This agreement shall support marketing and recruitment services for Santa Ana College’s Career Education division, in alignment with regional and statewide career education marketing. The agreement is not to exceed \$61,900.00, and will end no later than December 31, 2019.

The project is funded by one-time career education marketing dollars through strong workforce program regional funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Marketing and Digital Services with Interact Communications for Santa Ana College Career Education Programs, as presented.

Fiscal Impact:	\$61,900.00	Board Date: January 14, 2019
Prepared by:	Melissa Utsuki, Santa Ana College Public Information Officer	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

interact

SANTA ANA COLLEGE

Career Education Marketing & Digital Media Services

Prepared by
Carrie Smith, Director of Communications

December 7, 2018

Company Overview & Approach

As a full-service marketing firm, Interact Communications offers a variety of services that will boost brand awareness and move the needle on enrollment and retention. This document is designed to highlight some of those services that would best fit a digital marketing campaign for Santa Ana College that would build upon the Orange County.

Our Approach:

When it comes to community colleges, we understand that every marketing effort has to fulfill multiple purposes – from raising community awareness to building community commitment and loyalty. Marketing must go beyond advertising. It has to account for communicating throughout the conversion process, moving students from inquiry or application to day-one of classes. And once a student is enrolled, keeping them committed and happy with their choice should also be a part of the overall campaign strategy.

Interact strategists have focused on developing multi-layer, multi-audience, multi-media campaigns for over 20 years. We have developed an intake pipeline that examines and tracks the conversion process. At Interact, we work with our clients' staff to identify critical goals, review research and data, examine student onboarding, review retention and completion rates, and develop a comprehensive plan that will guide all marketing and communication activities.

We are confident that we can do this for Santa Ana College, as we bring an unmatched breadth of experience with two-year college research and marketing.

As a communications company, we bring:

- 62 combined years in two-year college marketing and recruiting
- 48 years in research and strategic planning
- 33 years in media and message design for educational markets
- 33 years in communications campaign planning and implementation
- 25 years in educational research
- 30 years in image management and media / public relations

We look forward to the opportunity to work with Santa Ana College.

Marketing, and Digital Media Services

The services proposed here are meant to continue the local marketing campaign for Santa Ana College that aligns with and leverages the regional Orange County “Future Built” Career Education campaign. Santa Ana College began its local efforts in Fall 2018 with a digital media campaign and an “Applied but Not Enrolled” email campaign (Nov-Dec 2018). Interact created digital ads, YouTube videos, and six emails to support these efforts, and spent a week on the Santa Ana College campus capturing photography of students in the Career Education classes. For 2019 Interact proposes an ongoing digital campaign during enrollment months to continue to leverage the regional campaign efforts, as well as the completion of a set of print brochures to promote each Career Education program.

1. Campaign Collateral Development

Interact Communications will develop, write and design collateral for a digital campaign to promote Career Education applications and enrollment for Santa Ana College for the fall 2019 and spring 2020 semesters. Digital advertisements will follow the Future Built brand while still incorporating required Chancellor’s Office design elements as well as the Santa Ana College logo.

Interact will create new digital ads for use in the campaign. The ads will be adapted for standard digital sizes and for social media (Facebook and Instagram). The number of ads for the fall and spring semester campaigns will be decided in consultation with the client, based on previous campaign performance. Alternatively, Interact can produce new video content for the campaign as well.

This portion of the agreement shall not exceed \$6,750. Digital ads are designed and resized for social media and digital display, for a total of five adaptations of each ad: \$1,500/5 ads (25 total creative pieces).

Cost

Description	Fee
Develop digital campaign collateral to promote Fall 2019 and Spring 2020 Semester enrollment.	\$6,750
Total Cost	\$6,750

Timing

Design work to occur April and September 2019.

2. Media Buying and Tracking

Interact Communications uses a certified media buyer to place your marketing campaign and will conduct a complete and thorough analysis of the best media vehicles in a marketplace to reach your target audience in the most cost-effective manner.

Interact Communications will provide ongoing return on investment (ROI) information that specifically demonstrates the effectiveness of every facet of the ad strategy, from click-through rates to gross rating points and online engagement (websites and social media). The ROI data will be provided regularly in an easy-to-understand, easy-to-access manner and include comparisons to industry standards/expectations in each media.

Media Proposed for Santa Ana College

- Social Media and Digital Display Remarketing:** Interact is on the cutting edge of innovative online marketing techniques that keep college messaging in the public eye. Interact Communications has extensive experience purchasing social media advertising on multiple platforms, including Facebook, Instagram and Snapchat. We can target by demographics, location, behavior and personal email addresses that are linked to accounts. In addition, users who interact with your social media advertisements by clicking through to your website will be retargeted by digital ads that will follow them around the Internet for up to 30 days following initial engagement.

- YouTube Pre-Roll Ads:** We deliver micro-targeted video ad campaigns through programmatic buying. We leverage technology to precisely segment audiences and select channels for reaching them with video ads. We go way beyond traditional demographics to target criteria such as location, context, devices/mobile, recent online activity through browsing and search, time of day, frequency, retargeting and more. The software we use allows us to set up targeting based on online search behavior, demographics, age, gender, location, topics of interest and behavior.

Santa Ana Advertising Media Budget Plan Jan-Dec 2019							
Updated 11/30/18	Jan	Jun	Jul	Aug	Nov	Dec	Totals
YouTube	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00
Custom Display	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00
Social Media: Facebook/Instagram	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00
Totals	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$ 36,000.00

Cost

Our media buying fees are 10% for digital. Interact Communications can also adjust this media spend based upon the desired amount of budget Santa Ana wishes to utilize for the length of the campaign. Prior to media purchase a contract will be drawn up for review.

Description	Flat Fee
Media Buy in January, June, July, August, November, and December at \$6,000/month (key enrollment months)	\$36,000
Media Buying fee	\$3,600
Total Cost	\$39,600

Timing

Media buy will be invoiced upon contract signing.

3. Career Education Brochures

In 2018 Interact began writing content for 36 Career Education program brochures for Santa Ana College. The next phase of this work will be design of a standard template and final production of 37 print-ready brochures for the following programs:

- | | | |
|--|------------------------------------|---------------------------------------|
| 1. Accounting | 13. Engineering | 27. Nutrition & Foods |
| 2. Art | 14. Entrepreneurship | 28. Occupational Studies |
| 3. Auto Technology | 15. Fashion Design & Merchandising | 29. Occupational Therapy Assistant |
| 4. Biotechnology | 16. Fire Technology | 30. Paralegal |
| 5. Business | 17. International Business | 31. Pharmacy Technology |
| 6. Business Applications & Technology | 18. Kinesiology | 32. Photography |
| 7. Child Development & Education Studies | 19. Law | 33. Speech-Language Pathology |
| 8. Computer Information Systems | 20. Library Technology | 34. Television/Video Communications |
| 9. Criminal Justice | 21. Management | 35. Theatre Arts |
| 10. Diesel Technology | 22. Manufacturing Technology | 36. Welding Technology |
| 11. Digital Media | 23. Marketing | 37. General Career Education brochure |
| 12. Emergency Medical Technician | 24. Medical Assistant | |
| | 25. Music | |
| | 26. Nursing | |

Cost

Description	Flat Fee
Brochure template design	\$750
37 print-ready brochures, based on template, \$400/brochure	\$14,800

Total Cost	\$15,550
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Timing

Brochure template ready for client review within 6 weeks of contract signing, and program brochures to be completed within 10 weeks of final approval of written content.

Fee Summary

	Unit Price	Total Cost
1 Campaign Development and Materials		\$6,750
Develop digital campaign collateral Fall 2018 and Spring 2020 Semester enrollment.	\$7,150	
2 Media Buying		\$39,600
Media buy in January, June, July, August, November, and December (enrollment months)	\$6,000/month	
Media buying fee (10%)	\$600/month	
3 Career Education Brochures		\$15,550
Brochure template design	\$750	
37 program brochures, based on template	\$400/brochure	
	Total	\$61,900

2-Year College Experts

By: Peter J. Hardash
 Title: Vice Chancellor, Business Operations/
 Fiscal Services
 RSCCD
 Date: _____

By: _____
 Title: Interact Communications
 Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – School of Continuing Education

To: Board of Trustees	Date: January 14, 2018
Re: Approval of the Professional Services Agreement with PGINET Consulting	
Action: Request for Approval	

BACKGROUND

This is a professional services agreement with PGINET Consulting.

ANALYSIS

This professional services agreement with PGINET Consulting shall be effective as of the date signed by both parties until June 30, 2019 or until termination by written notice of either party. Vice President of Continuing Education, Dr. James Kennedy, and college staff have reviewed the professional services agreement with PGINET Consulting. This professional services agreement will carry a cost for Santa Ana College of no more than \$45,000. The agreement will improve student access to education plans, schedules, on-demand access to completed certificates. It will also facilitate improved professional development management for college credit as well as streamline the substitute assignment process for noncredit.

RECOMMENDATION

It is recommended that the Board of Trustees approve this professional services agreement with PGINET Consulting as presented.

Fiscal Impact: \$45,000	Board Date: January 14, 2018
Prepared by: James Kennedy, Ed.D., Vice President of Continuing Education	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and PGINET Consulting a Consultant, having its principal business address located at PO BOX 3306, Fullerton CA 92834-3306 (hereinafter called "Contractor").

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 is specially trained and experienced and competent to perform the special 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** (Scope of Work), 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 the **Exhibit A** (Scope of Work) are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. This Agreement shall commence on January 15, 2019, and shall continue in full force and effect thereafter until and including June 30, 2019 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Termination. 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. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. In the event of termination, 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. 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.

1. 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 Forty Five Thousand Dollars (\$ 45,000) (“Contract Amount”). Additional details are specified in **Exhibit A**.

2. 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

A. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

I. Invoice. 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.

II. 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

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

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. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives ("Indemnitees") from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts.

The indemnification and hold harmless agreement set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify District, its officers, agents and employees from and defend or settle any claim or action brought against District to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by District, its officers, agents and employees for any such claim or action or settlement thereof.

10. Insurance Requirements. Contractor 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. 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).
- C. Workers' Compensation insurance as required by statutory insurance requirement of the State of California;

Initial this box only if you have no employees and will not submit a Certificate of Workers' Compensation

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

- D. Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
- E. *Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000);
**(Professional Liability Insurance required for Contractors providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects, engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services would also need to provide such insurance)*

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. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

15. 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.

16. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

17. 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.

18. 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, source of income, 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.

19. 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.

20. 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 Hardash, VC of Business & Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

Contractor: Paul Gallagher, Owner
PGINET Consulting
PO BOX 3306, Fullerton, CA 92834-3306
714-256-1519

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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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;

39. 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.

CONTRACTOR

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

BY: _____
Signature of Authorized Person

Print Name: _____

Print Name: Peter J. Hardash

Print Title: _____

Print Title: Vice Chancellor of Business & Fiscal Services

Date: _____

Date: _____

Exhibit A

Scope of Work

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.

EXHIBIT A SCOPE OF SERVICES and SCHEDULE OF COMPENSATION

Contractor shall perform the following services for the benefit of the District:

Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work":

Services from Paul Gallagher/PGINET Consulting are required during the 2018-19 school year, to support the objectives of the District. The services provided are detailed below. Invoices for services rendered will be submitted to Rancho Santiago Community College District.

Services

Credit

Provide upgrades to the Santa Ana College Flex software. Work with Santa Ana College to further refine how Flex is calculated in specific circumstances. Integrate e-mail to send user notifications. Work to improve organization of data within the program for readability.

Noncredit

Student Accessible Certificate Tracking Site through Webadvisor

Self-service electronic distribution of Career Development College Preparation Certificates through Webadvisor.

Customized publicly accessible searchable class schedule that allows students to easily navigate noncredit classes by discipline, location and time. Links to maps of locations.

Expansion of Education Planning application to all Career Development College Preparation programs

Support for implementation of Faculty Substitute Assignment system

Development of e-mail and text communication middleware for student communication

Provide a scheduling availability form that instructors will use to identify availability for future terms. Provide scheduling automation assistance as requested by the District.

Reports

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the District to the Contractor shall not exceed the Cost of Services as set forth in Section 3.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Contractor and the District agree that the Contractor shall earn its compensation according to the following method:

The District agrees to pay Contractor, at a rate of \$95 per hour to work on the scope of services identified in Exhibit A;

District shall pay for the services after the Contractor submits the invoice to the District; given that the services set forth in Exhibit A will be performed and all deliverables will have been accepted by the District.

Fee/Terms

The payment will be in the sum of \$95 per hour

TOTAL AMOUNT NOT TO EXCEED \$45,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
President's Office

To: Board of Trustees	Date: January 14, 2019
Re: Approval of Digital Advertising Services with Twenty Fifth Hour Communications, Inc.	
Action: Request for Approval	

BACKGROUND

Renewed marketing efforts at Rancho Santiago Community College District (RSCCD) began in 2015, thanks to support from the Chancellor in the form of one-time funds. With the depletion of those funds, Santiago Canyon College (SCC) made a conscious effort to dedicate financial resources to continue college-wide marketing and advertising. President's Cabinet, the Ad Hoc Marketing Task Force lead, and Twenty Fifth Hour Communications work together to plan and implement these efforts.

ANALYSIS

In today's marketplace, current and prospective students have many options open to them. They may choose to return to the workforce, select one of the seven other community colleges in Orange County, or opt for a college in a nearby county. To remain competitive and top-of-mind, SCC is implementing a digital and specialty strategic spring/summer 2019 advertising plan; however, many digital advertisers require payment by credit card. At this time, RSCCD and SCC only have the ability to pay for media buys via check.

Twenty Fifth Hour Communications, in conjunction with their work through the RSCCD District Office, is able to execute the College's media buys at a discounted media implementation fee of 8 percent. The scope of the work for SCC includes advertising through Facebook, Google, Spotify, mobile mailer, and local radio.

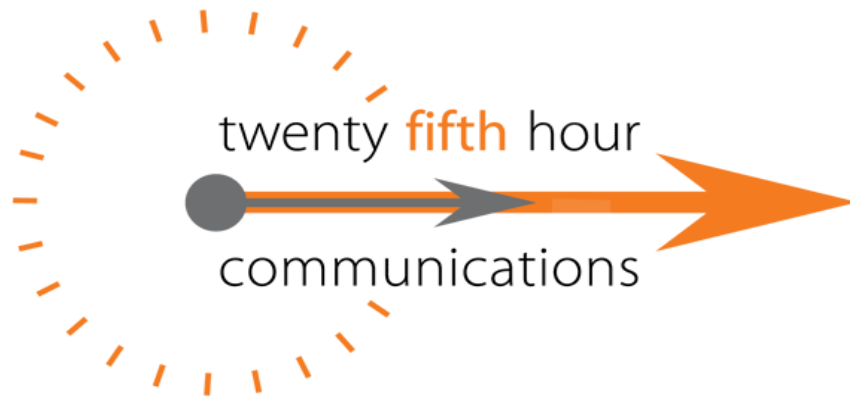
This agreement shall support the spring/summer 2019 advertising plan and end no later than June 14, 2019. The agreement is not to exceed \$35,640.

The project is funded by one-time SCC general funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Digital Advertising Services with Twenty Fifth Hour Communications, Inc.

Fiscal Impact: \$35,640	Board Date: January 14, 2019
Prepared by: Ruth Babeshoff, Dean, Counseling & Student Support Services/Ad Hoc Marketing Task Force Lead	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	



Professional Services Agreement for
Santiago Canyon College

Advertising Services

Prepared by: Trish Lamantia

November 19, 2018

25th Hour Communications

34 Glen Road

Westwood, MA 02090-3106

Phone: 805-221-5988

Fax: 805-296-3654

www.25comm.com

Santiago Canyon College
Spring/ Summer 2019 Advertising Services

Scope of Work

We will provide advertising for Santiago Canyon College for Spring and Summer promotion. The scope of work includes:

1) Development of Advertisement Plan

We understand that Santiago Canyon College is accountable to its taxpayers, which is why every message must not only reach, but resonate, with the target audience the first time. To determine the best vehicle for promotion, we first evaluate the intended message and identify the goal by asking the following questions:

- What is the goal of this particular message? (i.e. Information, Call to Action, etc.)
- Who are we trying to reach?
- Is the hook of the message better written for print or digital promotion?
- Can the message be shortened, without losing its edge, for digital promotion?
- Would this fit best on a direct mailer, email campaign, full advertising blitz, or is a less traditional, more creative approach warranted?

When all questions have been answered, we will provide guidance to SAC in a way that will break through the white noise, and set SAC apart from its competitors.

From digital ads to traditional print ads, they must be scripted in accordance with the media vehicle. We believe that ad copy must be supported by dynamic graphics to attract the reader, tell a story, and move a reader or viewer to action, all in a matter of seconds. We monitor all communication and, where possible, strictly track the ROI so the entire Santiago Canyon College team can see the gains the College is making. Using analytics, we are able to quantify the effects of the marketing strategy and make changes as needed.

2) Media Buying, Placement, & Tracking

Our goal is to ensure Santiago Canyon College is reaching its target audiences using the most effective media mix that will guarantee the highest return on investment. The first thing we do to achieve benefit for you is to reduce the standard 15+% agency commission on media buying and placement to 8%, per our agreement with your college district. Every dollar matters and we believe your money is best spent on achieving results, not paying a higher rate to cover high agency commission. We will track all digital media, make immediate changes as needed, and provide digital media reports during and after the campaigns.

Facebook Advertising

Facebook provides a platform for advertisements that are designed to capture attention and drive your audience to action. When an ad is clicked on, the user will be redirected to a college landing page for more information and engagement. Digital campaigns are built in house.

Google Advertising

Google is a pay-per click platform that is used to increase website traffic, leads, and conversions. As a Google Certified Partner, we are experts in building smart campaigns that will be directed to those that are likely to be interested in your ads. Digital campaigns are built in house.

Spotify Advertising

Spotify is an impression based platform used for audio advertisement campaign to engage an audience and generate awareness. This is an internet radio platform that encourages users to engage in social capabilities while streaming music. Digital ads are served to the user, and if clicked upon, take the user to the designated landing page. Digital campaigns are built in house.

Mobile Mailer Advertising

25th Hour has the capability to geo target by zip code and target users with mobile ads, and if they click on the ad and land on the landing page from that ad, it will trigger a follow-up postcard to the mailing address associated with that mobile device's ID. The card shows up within 3-5 days of them landing on the page. The postcard will have call to action and urge them to apply to the program. This cost is included in the campaign budget with a not to exceed so once the budget is met the mailers will stop.

Local Radio Advertising

Utilizing local radio to disburse campaign call to action messages. There will be focus on Spanish and Vietnamese language radio stations for these campaigns.

Proposal

Project Elements	
Spring/ Summer Advertising Plan	Included in District Agreement
Spring/ Summer Advertising Media Spend <ul style="list-style-type: none">• Facebook \$7,000• Google \$8,000• Spotify \$5,000• Mobile Mailer Ads \$8,000• Local Radio \$5,000 (Spanish Vietnamese)	\$33,000
Implementation, Tracking & Management <ul style="list-style-type: none">• Building, placement, implementation and monitoring of media spend and campaigns.• 8% of Media Spend	\$2,640
Total:	\$35,640

Terms & Conditions

We will perform all the services listed in this agreement and place the media on behalf of Santiago Canyon College. The scope of work will run from January 2019 – June 14, 2019.

Payment

All advertising costs/media spends and 8% implementation, tracking, and management fee must be paid directly to 25th Hour Communications prior to the start of the combined spring/summer 2019 campaign. 25th Hour Communications will invoice Santiago Canyon College for a one-time payment of \$35,640 due no later than January 31, 2019.

Travel

No expense for travel will be incurred for this scope of work.

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.

Indemnification

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

Insurance

All services rendered on District Property shall require the contractor to procure, maintain, and keep in full force and effect the following types of insurance:

Comprehensive general liability - No less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Auto Liability - For vendors who will drive on District property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.

Workers' Compensation as required by California State Law. The vendor/contractor shall provide a waiver of subrogation. Workers' Compensation is required if a supplier has any employees. If a supplier does not have any employees then the supplier is exempt from this requirement.

Professional liability insurance (Errors and Omissions), shall be for no less than \$1,000,000 per occurrence to be maintained for the duration of the agreement and three years following its termination. This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. Service providers not providing a professional service are exempt from this requirement.

CONTRACTOR agrees to name DISTRICT and its Board of Trustees, officers, agents and employees as additional insured on its general liability insurance policy and must provide a separate written endorsement.

Signatures:

Notices and Invoices to:

Ruth Babeshoff, Dean
Counseling & Student Support Services
SCC Marketing Task Force Liaison

Agreement signature page:

By: _____
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District

By: _____
Trish Lamantia, Chief Executive Officer
25th Hour Communications, Inc.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College
Academic Affairs**

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Proposed Revisions for the 2018-2019 Santiago Canyon College Catalog Addendum and/or 2019-2020 Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is a summary of actions taken by the Santiago Canyon College Curriculum and Instruction Council (CIC) to date this semester. It includes new courses, course revisions, course deletions, other curricula changes, and may include previous course submissions that have been approved that will be reflected in the college catalog addendum and/or 2019-2020 catalog.

ANALYSIS

The catalog is the ongoing legal representation of course/program offerings and annual academic policies at Santiago Canyon College. Changes are recommended to the Board of Trustees by the Curriculum and Instruction Council that has faculty representation from each academic division as well as administrative representation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Proposed Revisions for the 2018-2019 Santiago Canyon College Catalog Addendum and/or 2019-2020 catalog as presented.

Fiscal Impact:	None	Board Date: January 14, 2019
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs, SCC Darlene Diaz, Chair, Curriculum and Instruction Council, SCC	
Submitted by:	John Hernandez, Ph.D., President, SCC	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: January 14, 2019

TO: John Hernandez, Ph.D., President of Santiago Canyon College

FROM: Darlene Diaz, Chair of the Curriculum and Instruction Council
Marilyn Flores, Ph.D., Vice President, Academic Affairs

RE: **PROPOSED REVISIONS FOR THE 2018-2019 CATALOG ADDENDUM AND/OR 2019-2020 CATALOG**

The following changes to the 2018-2019 college catalog are proposed by the Curriculum and Instruction Council (CIC) of Santiago Canyon College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santiago Canyon College's CIC is chaired by Darlene Diaz, Designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 17 faculty representatives (including the Chair of the Committee), an Articulation Officer, a Curriculum Specialist, and a student representative.

The changes initiated at Santiago Canyon College for the 2018-2019 catalog are:

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A)

The following options within the local general education requirements were revised:

SCC GE (Plan A): Area A: Natural Sciences

- Geography 130, Introduction to Weather and Climate
- Geography 130H, Honors Introduction to Weather and Climate

SCC GE (Plan A): Area B2: Social Science Elective

- Geography 102H, Honors Cultural Geography

SCC GE (Plan A): Area E2: Communication and Analytical Thinking

- Sociology 125H, Honors Introduction to Statistics in Sociology

SCC GE (Plan A): Area D: Cultural Breadth

- Ethnic Studies 110, Introduction to Asian Pacific American Studies
- Ethnic Studies 120, Introduction to African American Studies
- Geography 102H, Honors Cultural Geography
- Sociology 286, Introduction to LGBTQ Studies

SCC GE (Plan A): Area G1: Mathematics Proficiency

- Sociology 125H, Honors Introduction to Statistics in Sociology

GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITY (Plan B)

The following options within the CSU general education requirements were revised:

CSU GE (Plan B): Area B1: Physical Sciences

- Geography 130H, Honors Introduction to Weather and Climate

CSU GE (Plan B): Area B4: Mathematics/Quantitative Reasoning

- Sociology 125H, Honors Introduction to Statistics in Sociology

CSU GE (Plan B): Area D: Social, Political, Economic Institutions, and Behavior

- Ethnic Studies 110, Introduction to Asian Pacific American Studies
- Ethnic Studies 120, Introduction to African American Studies
- Geography 102H, Honors Cultural Geography
- Sociology 240H, Honors Introduction to Social Psychology
- Sociology 286, Introduction to LGBTQ Studies

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C)

The following options within the UC and CSU general education requirements were revised:

IGETC (Plan C): Area 2A: Mathematical Concepts and Quantitative Reasoning

- Sociology 125H, Honors Introduction to Statistics in Sociology

IGETC (Plan C): Area 4: Social and Behavioral Sciences

- Ethnic Studies 110, Introduction to Asian Pacific American Studies
- Ethnic Studies 120, Introduction to African American Studies
- Geography 102H, Honors Cultural Geography
- Sociology 125H, Honors Introduction to Statistics in Sociology
- Sociology 240H, Honors Introduction to Social Psychology
- Sociology 286, Introduction to LGBTQ Studies

IGETC (Plan C): Area 5A: Physical Science

- Geography 130H, Honors Introduction to Weather and Climate

NEW PROGRAMS, DEGREES, AND CERTIFICATES (See Attachment #1)
Five (8) new program control number will be requested from the California Community colleges Chancellor's Office for the upcoming academic year in accordance with California Code of Regulations §55130.

REVISED PROGRAMS, DEGREES, AND CERTIFICATES (See Attachment #2)
Twenty-one (29) programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and recommendations from state agencies.

DEACTIVATED PROGRAMS, DEGREES, AND CERTIFICATES (See Attachment #3)
No programs were deactivated.

NEW COURSES (See Attachment #4)
Twenty-five (21) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES (See Attachment #5)
Forty-six (18) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

HONORS COURSES (See Attachment #6)
Eight (5) honor course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four year schools and recommendations from advisory committees or state agencies.

DEACTIVATED COURSES (See Attachment #7)
No courses were deactivated.

DISTANCE EDUCATION OFFERINGS (See Attachment #8)
Twenty-nine (29) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. This course was designed with portions of the instruction, which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

STAND ALONE (See Attachment #9)
Five (5) nondegree-applicable courses, which are not part of an approved educational program, as permissible by California Education Code §70900-70902 and California Code of Regulations §55002, were approved as stand-alone.

CC: Michael DeCarbo, Academic Senate President, Santiago Canyon College
Marilyn Flores, Vice-President of Academic Affairs, Santiago Canyon College
Darlene Diaz, Chair of the Curriculum and Instruction Council, Santiago Canyon College
Syed Rizvi, Vice-President of Student Services, Santiago Canyon College
Jose Vargas, Vice-President of Continuing Education, Orange Education Center
Von Lawson, Dean of Business and Career Technical Education, Santiago Canyon College
Elizabeth Arteaga, Associate Dean of Business and Career Technical Education, Santiago Canyon College
Ruth Babeshoff, Dean of Counseling and Student Support Services, Santiago Canyon College
Aaron Voelcker, Dean of Institutional Effectiveness, Library & Learning Support, Santiago Canyon College
David Vakil, Dean of Arts, Humanities and Social Sciences, Santiago Canyon College
Martin Stringer, Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College
Linda Rose, President of Santa Ana College
Jeffrey Lamb, Vice-President of Academic Affairs, Santa Ana College
Monica Zarske, Academic Senate President, Santa Ana College
Brian Sos, Chair of the Curriculum and Instruction Council, Santa Ana College

NEW PROGRAMS, DEGREES, AND CERTIFICATES

Credit

American College English/ESL, Certificate of Achievement
Infants and Toddlers with Exceptional Needs, Certificate of Achievement
Level I - Early Childhood Exceptional Needs, Certificate of Proficiency
Level II - Early Childhood Exceptional Needs, Certificate of Proficiency
Level III - Early Childhood Exceptional Needs, Certificate of Achievement
Preschool Children with Exceptional Needs, Certificate of Achievement
School-Age Children with Exceptional Needs, Certificate of Achievement

Noncredit

Workforce Skills, Certificate of Completion

REVISED PROGRAMS, DEGREES, AND CERTIFICATES**Credit**

After School Program Assistant, Certificate of Achievement
 After School Program Associate Teacher, Certificate of Achievement
 Bilingual Instructional Aide: Spanish, Certificate of Achievement
 Business Administration, A.S. Degree (11857)
 Computer Information Systems, A.S. Degree (11902)
 Computer Information Systems, Certificate of Achievement (21647)
 Entrepreneurship, A.S. Degree (11860)
 Entrepreneurship, Certificate of Achievement (21635)
 General Management, A.S. Degree (11861)
 General Marketing, A.S. Degree (11866)
 Geography, A.A. Degree for Transfer (32364)
 Maintenance Electrician, A.S. Degree (11982)
 Maintenance Mechanic, A.S. Degree (16839)
 Maintenance Electrician, Certificate of Achievement (21653)
 Maintenance Mechanic, Certificate of Achievement in (21651)
 Real Estate, A.S. Degree (11869)
 Real Estate, Certificate of Achievement (21639)
 S.T.R.E.A.M. in Early Learning Programs, Certificate of Achievement
 Special Education Paraprofessional, Certificate of Achievement
 Wastewater/Environmental Sanitation, A.S. Degree (11908)
 Wastewater/Environmental Sanitation, Certificate of Achievement (21669)
 Water Distribution, A.S. Degree (11907)
 Water Distribution, Certificate of Achievement (19625)
 Water Treatment, A.S. Degree (19623)
 Water Treatment, Certificate of Achievement (19624)
 Wastewater Treatment, Certificate of Proficiency
 Water Distribution, Certificate of Proficiency
 Water Equipment Operation and Maintenance, Certificate of Proficiency

Noncredit

Secondary Education/GED Preparation, Certificate of Completion (24467)

DEACTIVATED PROGRAMS, DEGREES, AND CERTIFICATES

Credit

None

Noncredit

None

NEW COURSES**Credit**

Biology 097, Introduction to Work Experience
Child Development 207, Supporting and Empowering Families of Children with Special Needs
Child Development 299, Cooperative Work Experience Education
Computer Information Systems 098, Enterprise Resource Planning: Business Analyst
Computer Information Systems 111, Python Programming
Ethnic Studies 110, Introduction to Asian Pacific American Studies
Ethnic Studies 120, Introduction to African American Studies
Geography 102H, Honors Cultural Geography
Geography 130H, Honors Introduction to Weather and Climate
Reading 128, Expanding ESL Reading Skills
Reading 129, Refining ESL Reading Skills
Reading 131, Reading in Apprenticeship
Reading 132, Reading in Career Education
Reading 134, Reading in the Social Sciences
Reading 136, Reading in STEM
Reading 138, Reading in the Humanities
Sociology 125H, Honors Introduction to Statistics in Sociology
Sociology 240H, Honors Introduction to Social Psychology
Sociology 286, Introduction to LGBTQ Studies
Water Utility Science 060, Water Utility Maintenance and Construction
Water Utility Science 074, Water Quality Laboratory Analysis
Water Utility Science 080, Introduction to Wastewater Treatment

Noncredit

None

REVISED COURSES

Credit

Biology 194, Quality and Regulatory Compliance in Biosciences
Biology 196, Food Safety and Microbiology
Biology 202, Cell Culture Techniques
Biology 231, Plant Diversity and Ecology
Child Development 206, Curriculum and Intervention Strategies for Children with Special Needs
Computer Information Systems 108, Microsoft Access
Geography 102, Cultural Geography
Geography 130, Introduction to Weather and Climate
Geography 155, Introduction to Geographic Information Systems
Physics 150A, Introductory Physics I
Political Science 101, American Government and Politics
Political Science 101H, Honors American Government and Politics
Political Science 220, International Politics
Political Science 230, Political Theory
Survey/Mapping Sciences 155, Introduction to Geographic Information Systems
Water Utility Science 092, Water Utility Management

Noncredit

Workforce Preparation 600, Attitudes for Success
Workforce Preparation 601, Money Matters

HONORS COURSES

Credit

Geography 102H, Honors Cultural Geography
Geography 130H, Honors Introduction to Weather and Climate
Political Science 101H, Honors American Government and Politics
Sociology 125H, Honors Introduction to Statistics in Sociology
Sociology 240H, Honors Introduction to Social Psychology

Noncredit

None

DEACTIVATED COURSES

Credit

None

Noncredit

None

DISTANCE EDUCATION OFFERINGS**Credit**

Biology 194, Quality and Regulatory Compliance in Biosciences
Biology 196, Food Safety and Microbiology
Biology 202, Cell Culture Techniques
Child Development 206, Curriculum and Intervention Strategies for Children with Special Needs
Child Development 207, Supporting and Empowering Families of Children with Special Needs
Computer Information Systems 108, Microsoft Access
Ethnic Studies 110, Introduction to Asian Pacific American Studies
Ethnic Studies 120, Introduction to African American Studies
Geography 102, Cultural Geography
Geography 130, Introduction to Weather and Climate
Geography 155, Introduction to Geographic Information Systems
Physics 150A, Introductory Physics I
Political Science 101, American Government and Politics
Political Science 101H, Honors American Government and Politics
Political Science 220, International Politics
Political Science 230, Political Theory
Reading 128, Expanding ESL Reading Skills
Reading 129, Refining ESL Reading Skills
Reading 131, Reading in Apprenticeship
Reading 132, Reading in Career Education
Reading 134, Reading in the Social Sciences
Reading 136, Reading in STEM
Reading 138, Reading in the Humanities
Sociology 286, Introduction to LGBTQ Studies
Survey/Mapping Sciences 155, Introduction to Geographic Information Systems
Water Utility Science 080, Introduction to Wastewater Treatment
Water Utility Science 092, Water Utility Management

Noncredit

Workforce Preparation 600, Attitudes for Success
Workforce Preparation 601, Money Matters

STAND ALONE

Credit

Biology 097, Introduction to Work Experience

Computer Information Systems 098, Enterprise Resource Planning: Business Analyst

Water Utility Science 060, Water Utility Maintenance and Construction

Water Utility Science 074, Water Quality Laboratory Analysis

Water Utility Science 080, Introduction to Wastewater Treatment

Noncredit

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College – Business and Career Education Division**

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of the Standard Professional Services Agreement with Vital Link Orange County	
Action:	Request for Approval	

BACKGROUND

This is a standard professional services agreement with Vital Link Orange County.

ANALYSIS

This standard professional services agreement with Vital Link Orange County is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard professional services agreement with Vital Link Orange County shall be effective as of the date signed by both parties until September 30, 2019 or until termination by written notice of either party. The standard professional services agreement with Vital Link Orange County has been reviewed by Dean, Von Lawson and college staff. This agreement will carry a cost for Santiago Canyon College of \$114,514.52 to be paid from the Strong Workforce Program funding for Career Education student programs.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard professional services agreement with Vital Link Orange County, located in Tustin, California, as presented.

Fiscal Impact:	Board Date: January 14, 2019
Amount not-to-exceed \$125,000 for the contract period January 15, 2019 – September 30, 2019.	
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education Elizabeth Arteaga, Associate Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President., President, Santiago Canyon College
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made and entered into, by and between **VITAL LINK ORANGE COUNTY**, a 501(c) 3 Nonprofit Corporation (the "Contractor") and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (the "District") on behalf of Santiago Canyon College. The Contractor and the District are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experience and competent to perform the special services required; and

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis:

Contractor and District agree as follows:

1.0 Services. Contractor, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the "Scope of Services" set forth on Exhibit A to this Agreement (the "Scope of Services"). The initiation of service by the Contractor should not commence until all of the following conditions have been satisfied:

- (a) Contractor has furnished all of the insurance documents required by Section 10.0 below; and
- (b) Contractor has furnished any required supporting documentation required by Sections 16.0 below.
- (c) The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

1.1 Extra Services

Unless District and Contractor have agreed in writing before the performance of extra services that are beyond the Scope of Services, District shall have no liability for such extra services and Contractor shall have no right to claim compensation for such extra services or expenses.

2.0 Term of Agreement: Termination.

2.1 Term. The term of this Agreement is as of the date signed by both parties until August 31, 2019; provided, however, this Agreement may be earlier terminated

as provided in Section 2.2 below.

2.2 Termination. The District may terminate any or all of the services agreed to be performed under this Agreement without cause, at any time during the Term by giving the Contractor thirty (30) days' notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination.

2.3 Effect of Termination. In the event of termination, Contractor shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by District to Contractor within thirty (30) days following submission and approval of a final invoice by Contractor unless termination is for cause. In the event that such termination was for cause, Contractor shall be compensated only to the extent required by law.

3.0 Compensation and Schedule of Compensation. The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the District to the Contractor under this Agreement shall not exceed the sum of \$125,000 (the "Cost of Services"). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Contractor shall earn the compensation set forth in the Cost of Services in accordance with the "Schedule of Compensation" as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Contractor unless it is within the Scope of Services (Exhibit A).

4.0 Personnel.

4.1 The staff person designated by Contractor to be the primary point of contact (the "Representative") for day-to-day performance of this Agreement shall be:

Kathy Johnson
President
Vital Link
15401 Red Hill Ave. Suite F
Tustin, CA 92780
(949) 646-2520
Kathy@vitallinkoc.org

Representative shall be a key member of Contractor's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, District on the progress of the work.

5.0 Invoicing and Payment. Contractor shall provide District with written verification of the actual compensation earned by describing in reasonable detail the work performed together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule

of Compensation. All payments shall be made within thirty (30) days after District's approval of such invoice. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District and Contractor has submitted a completed W-9 to District's Purchasing Department.

6.0 Standard of Skill. Contractor, and Contractor's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by Contractor shall be with the degree of skill and diligence normally practiced in the industry for which Contractor is being retained by the District. To the extent that Contractor's industry is subject to guidelines, rules or other standards, Contractor shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Contractor's work by the District shall not operate as a release of the Contractor from such standard of care and workmanship.

7.0 Independent Contractor. Contractor is retained and engaged by the District only to the extent set forth in this Agreement, and the Contractor's relationship to the District is that of an independent contractor. Contractor shall be free to dispose of all portions of Contractor's time and activities which Contractor is not obligated to devote to the District in such a manner and to such persons, firms, or corporations as the Contractor sees fit except as expressly provided in this Agreement. Contractor shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for District's officers or employees. Contractor shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Contractor (including any of its officers, employees or other agents) of its obligations under this Agreement. Contractor has no authority to bind District in any manner or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the District.

8.0 Hold Harmless and Indemnity. Contractor shall fully and promptly undertake its obligations as set forth below:

8.1 Hold Harmless. Contractor shall hold District, its elected officials, officers, agents, and employees, harmless from all of Contractor's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Contractor, to Contractor's employees, to Contractor's contractors or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Contractor is on District property, or which are connected, directly or indirectly, with Contractor's performance of any activity or work required under this Agreement. The foregoing however shall apply only to the extent of errors, negligence, recklessness, omissions, or willful misconduct of Contractor, its officers, agents, employees, or representatives in performing services described in the work required under this Agreement.

8.2 Defense and Indemnity. Contractor shall investigate, defend, and

indemnify District, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of any intellectual property rights (including, copyright, patent and trademark), or professional errors and omissions arising out of, directly or indirectly, any error, negligence, recklessness, or omission of Contractor or any of Contractor's officers, agents, employees, representatives, or the willful misconduct of Contractor or any of Contractor's officers, agents, employees, representatives, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Contractor of this Agreement. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

- 8.3** No Waiver. District does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by District, or the deposit with District, of any insurance certificates or policies described in Section 10.0 below.
- 8.4** Independent Contractor affirms that no Rancho Santiago Community College District employee shall be hired as a subcontractor while working for the District.

9.0 Correction or Re-Performance of Work. If District believes that any of the work performed under this Agreement does not comply with the terms of this Agreement, District may deliver notice to Contractor. Such District's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon District's sole discretion, may also make a request for Contractor to re-perform the services. If District requests Contractor to re-perform services, Contractor shall promptly re-perform the services at no additional cost to District in a reasonably timely manner. Should Contractor fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Contractor hereunder or charged to Contractor with such amounts to be paid by Contractor within thirty (30) days of receipt of such invoice.

10.0 Insurance.

- 10.1** Insurance Coverage. Contractor shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as attached to this Agreement as Exhibit C.
- 10.2** Delivery of Certificates of Insurance and Endorsements. Prior to the commencement of any work by Contractor under this Agreement, Contractor shall provide the District with copies of certificates (on an Accord form as modified per District direction) for all policies together with the

appropriate endorsements required in Exhibit C. At the request of the District, Contractor shall deliver a copy of its insurance policies.

10.3 Failure to Maintain Insurance. If Contractor receives a cancellation notice of any insurance required by this Agreement, Contractor shall, within one day of receipt, forward said notice to the District. If Contractor at any time during the Term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the District shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Contractor as compensation under the terms of this Agreement.

11.0 Work Product.

11.1 Deliverables. Contractor shall deliver to the District the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services ("Work Product"). The District may also request, and Contractor shall provide to District, copies of all other information developed in the course of the Contractor's performance of this Agreement. Contractor shall, in such time and in such form as the District may require, furnish reports concerning the status of services required under this Agreement. Contractor shall, upon request by District and upon completion or termination of this Agreement, deliver to the District all Work Product produced by the Contractor. Contractor represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.

11.2 Ownership. Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the District.

12.0 Confidentiality.

12.1 Non-Disclosure Exemptions. Contractor may be granted access to information that is exempt from disclosure to the public and may contain "trade secrets" when it is necessary for Contractor to perform its obligations pursuant to this Agreement. If Contractor is granted such access to confidential information, Contractor shall not be considered to be a member of the public as that term is used in the California Public Records Act.

12.2 Confidentiality Obligation. Contractor shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Contractor by the District or other information to which the Contractor has had access

during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Contractor has secured such customer's express, written consent to release of such customer's information, (c) any information classified by District as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by District until District has advised Contractor in writing that such information may be released.

13.0 Acceptance of Final Payment by Contractor. The acceptance by Contractor of the final payment made under this Agreement shall release District from all claims and liabilities for compensation to or for the benefit of Contractor for anything done, furnished, or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of District's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check; provided, however, approval or payment by District shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, agents, subcontractors and subcontractors for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Contractor; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by District for any defect or error in the work prepared by Contractor, its employees, agents, subcontractors and subcontractors.

14.0 Records. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the District, the Designated Official or the District Project Manager. Contractor shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide access to the Designated Official or designees at all proper times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Contractor shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

15.0 Conflict of Interest. Contractor agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Contractor represents and warrants that it is unaware of any District employee or official that has a financial interest in Contractor's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Contractor shall not offer or accept any financial interest in Contractor's business by any

District employee or official.

16.0 Non-Appropriation of Funds. Payments due and payable to Contractor for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of District funds. In the event District has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

17.0 Compliance with Laws. Contractor agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:

17.1 Permits and Licenses. Contractor, at its sole expense, shall obtain and maintain during the Term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

17.2 Anti-Terrorism Laws; Sanctions. The Contractor represents and warrants that:

- (1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism);
- (2) it does not engage in any dealings or transactions with any such persons described above; and
- (3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

18.0 Meet and Confer. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation.

19.0 Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of

time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

20.0 Integrated Agreement: Construction. This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit, schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.

21.0 Amendment; Modification. This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

22.0 Assignment. This Agreement is personal to the Contractor and may not be assigned without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Contractor is voidable in the District's sole discretion.

23.0 Severability. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

24.0 Execution Counterparts. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the Parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all such counterparts shall constitute one and the same instrument, binding on all of the Parties hereto. Facsimile transmission and/or validated electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart.

25.0 Governing Law. The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Orange, California.

26.0 Survival. The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

27.0 Notices. Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO DISTRICT:

Rancho Santiago Community College District
Attention: Vice Chancellor, Business
Operations/Fiscal Services
2323 North Broadway
Santa Ana, CA 92706-1640

With a copy to:
Santiago Canyon College
Business and Career Education
8045 E. Chapman Ave
Orange, CA 92869

TO CONTRACTOR:

Vital Link Orange County (Vital Link OC)
Attention: Kathy Johnson, President
15401 Red Hill Ave #F
Tustin, CA 92780
Kathy@vitallinkoc.org

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery. Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

28.0 Safety Requirement. To the extent that Contractor performs any work on premises owned or leased by the District, the Contractor agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The District reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Contractor shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Contractor, which is not the result of his operations, should immediately be reported to the District.

29.0 Copyright. In the event Contractor creates an original work product as part of the Scope of Services (“work product”), Contractor agrees that work product is a work made for hire.

Contractor acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether edited or not, and other graphic images, appearing on the web sites or other applicable medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for-hire as defined in 17 U.S.C. 101, then Contractor hereby transfers any and all interest of the copyright(s) in the work product to District. This transfer and assignment are irrevocable and in perpetuity.

Further, Contractor represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to District prior to the completion of the Scope of Services. Contractor indemnifies and defends District as to any damages arising out of or relating to a breach of this warranty and representation.

If applicable, Contractor agrees to provide all log-in credentials for social media and other on-line electronic platforms to District within ten (10) days of establishing same, which shall allow District at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should District choose to do so. In any event, upon the conclusion of Contractor's services, Contractor shall no longer utilize any log-in credentials or electronic on-line platforms.

30.0 Prevailing Wages. To the extent that the Contractor performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Contractor agrees that it shall comply with this Section. The Contractor, and any subcontractor or subcontractor working on behalf of the Contractor with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Contractor shall comply with all other requirements applicable to Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Contractor must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than \$25,00

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"DISTRICT"

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

"CONTRACTOR"

Vital Link Orange County
15401 Red Hill Ave #F
Tustin, CA 92780

Signature

Peter J. Hardash

Name (Please Print)

Vice Chancellor
Business Operations/Fiscal Services

Title

Signature

Kathy Johnson

Name (Please Print)

President

Title

EXHIBIT A
SCOPE OF SERVICES
PROJECT ONE

Program Name: Summer CTE Academy

Program Period: January 15, 2019 → September 30, 2019

Length of Academy: 1 weeks June 24 – 28, 2019

Student Capacity: 75 attendees (break into groups of 25)

CTE Area of Focus: Broad Range of Pathway sectors based on student interest

Funding: \$56,670.90

- Phase (1) and (2) \$15,642.41, Phase (3) \$41,024.49

Program Purpose: Expose students to a broad range of CTE career options. Host students during a summer CTE Academy providing them with experiences and activities that will help them research potential careers aligned with their interests and talents, gain basic college and life financial planning, connection with industry professionals for career information, and personal education and career planning activities.

Vital Link will provide the following services:

Phase One – Update the CTE Academy Manual to document the adjustments identified in preparation for the 2019 summer session.

- Recruit and hire the curriculum development team. Provide updates and results from the prior summer and provide the foundational content for moving forward. Oversee the curriculum team to make the modifications based on the end of program debrief in summer 2018. Review the following and adjust for any changes. Secure Academy instructors for curriculum revisions and Academy instructional responsibilities
 - Master check lists
 - Lesson Plans
 - Daily schedules
 - Identified pre assessment test
 - Career Research
 - Student CTE activities
 - Materials list
 - Soft Skills Activities
 - Mentoring session guidelines
 - Business outreach criteria and forms
 - Job posting websites integration activities

Phase Two – Outreach

- Recruit students to attend the 2019 Summer CTE Academy
 - Develop outreach materials used to recruit students
 - Work with the SCC outreach department and OUSD staff to promote the Academy
 - Distribute outreach information using the Vital Link social media platforms, Vital Link Career Exploration programs and events, student database, high school CTE instructors and counselors, and career coaches
 - Recruit Teacher Aids from 2018 Academy alumni to support the instructors during the 2019 Academy

Phase Three – 2018 Summer Academy

- Manage the CTE Summer Academy
 - Hire and provide training for 4 instructors, one per student group
 - Hire and provide training for 4 teaching aids to support the instructors and the Vital Link logistic team
 - Manage all aspects of the program and provide the logistical support necessary to operate the program
 - Secure transportation to transport students
 - Secure businesses open to hosting site tours to their facilities
 - Secure industry related guest speakers and mentors
 - Organize a graduation day event for students to reflect on their experience
 - Photo document the program
- Provide a progress report on a monthly basis

Project One Budget	
Summer Academy Phase One & Two	
Vital Link Wages and Benefits	7,595.00
Development & Training Team Stipends	5,275.00
Printing/Supplies/Manuals	1,220.00
Literature Development	495.00
Indirect 7.25%	1,057.41
TOTAL Phase One and Two	15,642.41
Academy Phase Three	
Vital Link Wages and Benefits	14,180.00
Academy Instructors and teacher aids	8,500.00
Food	5,750.00
Equipment Rental; Tables, chairs and canopies	1,220.00
Photo Document	500.00
Handouts, Classroom Materials, and resources	975.00
Printing/Supplies/Manuals	750.00
Transportation	6,380.00
Indirect 7.25%	2,773.49
TOTAL Phase Three	\$41,028.49
TOTAL CTE Academy Program	\$56,670.90

PROJECT TWO

Program Name: High School Student Recruitment

Program Dates: January 14, 2018 -> September 30, 2019

CTE Area of Focus: SCC CTE Student programs

Funding: \$12,437.52

- Exhibit Outreach and demonstration logistical support \$6,947.66
- (1) Spring Pathway Day programs (Public Works, Water Utility Science, and Surveying-Mapping Pathways) \$5,893.86

Program Purpose: Outreach to high school students and provide them with information about the CTE programs at SCC through a variety of different platforms and program types.

Vital Link Services Provided:

Program: Hands on CTE Pathway Exhibits Events

Support each department in their outreach efforts by providing platforms for presenting the exhibits, manpower to support the delivery of the activities in conjunction with the outreach department and career coaches. Support events to include College Nights, Pathway Days, the STEAM Career Leadership Conference Showcase, and other regional Career Exploration opportunities.

- Print brochures on an as needed basis for the nine identified departments
- Assist in coordinating with the department facilitator's opportunities to exhibit their booths at the College and Career Night events where SCC instructors, counselors, or career coaches will engage with the attending students and their parents
- Assist in identifying and facilitating additional opportunities to display the department exhibits at community outreach events, Career Exploration programs, STEAM Career Leadership Conference, and other aligned events, and cover the registration costs on an as needed bases
- Provide a progress report on a monthly basis.

Program: High School Classroom Connections

Program Description: Provide opportunities for department facilitators to connect with high school instructors that have aligned classes. When possible arrange the facilitators or other faculty to speak in the high school classes to provide information about SCC programs

Vital Link Services Provided:

- Reach out to the high schools and explore the interest level of the teachers to connect with the SCC department facilitators
- Arrange meetings and speaking engagements

Program: Pathway Day

Program Description: Provide the logistics for (1) Pathway day event spring 2019.

Program Focus:

- Public Works, Surveying, Water Pathway Day (1) Spring

Student Capacity:

- Public Works, Surveying, Water Pathway Day 20-30 students served

Vital Link Services Provided:

- Secure a business partner for the Public Works Pathway day to provide a business site tour
- Recruit students from pre identified school districts
- Create, manage, monitor registration platform
- Manage the student waivers and other field trip forms
- Provide for student refreshments and lunch
- Provide transportation and substitute teachers for the day
- Rent tables and chairs as needed
- Manage the program logistics and provide support staff on the event day
- Provide all necessary accommodations and materials to manage the student’s visit to the campus
- Incorporate a general Outreach Session for the purpose of informing students about the college programs and how to complete a college application. Present an example of how to complete applications and then offer to take the applications and submit them to SCC.
- Provide an opportunity to have the SCC career coaches and counselors inform, support, and assist the students in completing the college application
- Create an evaluation survey for students to complete at the end of the event day and compile the results
- Provide a progress report on a monthly basis

Project Two Budget	Total
Exhibit and Classroom Outreach Event Support	
Vital Link Wages and Benefits	3,500.00
Printing	828.00
Outreach Event Registration Fees	2,150.00
Indirect 7.25%	469.66
TOTAL Exhibit Budget	6,947.66

Project Two Budget	Public Works Pathway Day
Vital Link Wages and Benefits	4,103.94
Transportation	500.00
Equipment Rental	200.00
Substitutes	225.00
Printing/Supplies/Misc	41.50
Food	425.00
Indirect 7.25%	389.42
TOTAL Event Budget	\$5,893.86

PROJECT THREE

Program Name: Recruitment and Job Readiness

Program Dates: December 15, 2018 → September 30, 2019

CTE Area of Focus: SCC CTE Pathway programs

Funding: \$45,002.10

Program Purpose: Provide the logistics and support for business engagement opportunities. Provide

opportunities for the business partners to engage with the faculty and students to strengthen the partnerships and increase the number of student placements.

Identified Departments:

- Water
 - Real Estate
 - Public Works (Facilitator request: focus on code enforcement)
 - Survey
 - Business
 - Child Development
 - Film/Television
 - Gemology
 - Computer Science/Automation
 - Business engagement
- Identify the way each of the department facilitators want to engage with the business community
 - Documentation for each identified business with details about engagement options
 - Small gathering Lunch and Learn sessions for identified departments throughout the year
 - One on one introductions and meetings
 - Assist in the recruit of businesses for the SCC Master TECH event February 22, 2019
 - Professional Association speaking engagements
 - Career Launch events focused on current program students and connecting them with employers (alternative to traditional Career Fairs). Host the Career Launch events for one or more departments at a single session (one or two sessions per year, to be determined by department facilitator)
 - Workshop with a speaker on interviewing tips, or other identified topic
 - Computer lab where students can access business sites that have open job positions in the targeted sector (optional)
 - Mentor round tables - business representatives meet with college students and conduct informational interviews, share company information, student pre application interviews and general advice sharing
 - Provide a progress report on a monthly basis

Project Three Budget	
Business Engagement	
Vital Link Wages and Benefits	35,710.00
Materials, Supplies, Job Bank Platform and Resources	3,500.00
Networking meetings	2,750.00
Indirect 7.25%	3,042.10
TOTAL	45,002.10

EXHIBIT B

SCHEDULE OF COMPENSATION

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the District to the Contractor shall not exceed the Cost of Services as set forth in Section 3.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Contractor and the District agree that the Contractor shall earn its compensation according to the following method:

- Installment payments: The District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this agreement; District shall pay for the services after each scope of work is completed. Contractor shall invoice the RSCCD/SCC after each scope of work has been completed; given that all of the services set forth in Exhibit A have been fully performed and all deliverables have been accepted by the RSCCD/SCC.

Additionally, total compensation will be based as follow:

- Vital Link will meet 80% of the targeted participants in each of the projects involving student participation.
- If the participation falls below the 80% threshold, the total compensation will be reduced by 20%.
- If the participation exceeds the 100% targeted participation, Vital Link will receive a prorated bonus based on the initial agreed upon divided by the 100% targeted participation number. Or $(\text{Cost of Activity}) \div (\text{Targeted number of participants}) = (\text{Amount per participant over the targeted participation number})$.

TOTAL AMOUNT NOT TO EXCEED \$125,000

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office Form CG 00 01 covering commercial general liability insurance (“CGL”) on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non- owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with statutory limits, and employer’s liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by Contractor.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the District or ten (10) days' prior written notice for non-payment of premium. An exception may be made for coverage provided through a program of self-insurance, or coverage through a Joint Power Authority risk pool, subject to District approval.

Waiver of Subrogation - Worker's Compensation

Contractor hereby grants to District a waiver of any right to subrogation which any workers' compensation insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such workers' compensation insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. (Note: This is the only line of coverage where waiver of subrogation is honored by ASCIP).

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Such insurers shall be licensed to provide insurance under California state law. Waiver of this requirement for coverage provided by a program of self-insurance, or Contractor participation in a Joint Power Authority risk pool, shall be subject to District approval.

Verification of Coverage

Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Updated Certificates of Insurance to be provided at time of renewal.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College – Business and Career Education Division**

To: Board of Trustees	Date: January 14, 2019
Re: Approval of the Standard Professional Services Agreement with Kristine Clarke	
Action: Request for Approval	

BACKGROUND

This is a standard professional services agreement with Kristine Clarke.

ANALYSIS

This standard professional services agreement with Kristine Clarke is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard professional services agreement shall be effective as of the date signed by both parties until December 31, 2019 or until termination by written notice of either party. The standard professional services agreement has been reviewed by Dean, Von Lawson and college staff. This agreement will carry a cost for Santiago Canyon College of \$6,000 to be paid from the Strong Workforce Regional Biotechnology Program funding to compile, write, edit, provide introduction to biotechnology lab manual and laboratory preparation sheets for biotechnology regional colleges.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard professional services agreement with Kristine Clarke, located in Laguna Niguel California, as presented.

Fiscal Impact: \$6,000	Board Date: January 14, 2019
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education Elizabeth Arteaga, Associate Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President, Santiago Canyon College
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”), is made and entered into this January day of 15, 2019 (the “Effective Date”), by and between **Kristine Clarke**, (the “Contractor”) and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (the “District”) on behalf of Santiago Canyon College. The Contractor and the District are herein referred to, individually, as a “Party”, and, collectively, as the “Parties”.

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experience and competent to perform the special services required; and

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis:

Contractor and District agree as follows:

1.0 Services. Contractor, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the “Scope of Services” set forth on Exhibit A to this Agreement (the “Scope of Services”). The initiation of service by the Contractor should not commence until all of the following conditions have been satisfied:

- (a) Contractor has furnished all of the insurance documents required by Section 10.0 below; and
- (b) Contractor has furnished any required supporting documentation required by Sections 16.0 below.
- (c) To the extent that the Scope of Services involves more than one service, Contractor shall perform the services only to the extent of the authorization provided by Denise Foley, Ph.D., Biology Professor. The services of the Contractor shall include the making of all investigations, studies, and analysis required by the conditions involved in each request. The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

1.1 Extra Services

Unless District and Contractor have agreed in writing before the performance of extra services that are beyond the Scope of Services, District shall have no liability for such extra services and Contractor shall have no right to claim compensation for such extra services or expenses.

2.0 Term of Agreement: Termination.

- 2.1 Term. The term of this Agreement is as of the date signed by both parties until December 31, 2019; provided, however, this Agreement may be earlier terminated as provided in Section 2.2 below.
- 2.2 Termination. The District may terminate any or all of the services agreed to be performed under this Agreement without cause, at any time during the Term by giving the Contractor thirty (30) days' notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination.
- 2.3 Effect of Termination. In the event of termination, Contractor shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by District to Contractor within thirty (30) days following submission and approval of a final invoice by Contractor unless termination is for cause. In the event that such termination was for cause, Contractor shall be compensated only to the extent required by law.

3.0 Compensation and Schedule of Compensation. The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the District to the Contractor under this Agreement shall not exceed the sum of \$6,000 (the "Cost of Services"). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Contractor shall earn the compensation set forth in the Cost of Services in accordance with the "Schedule of Compensation" as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Contractor unless it is within the Scope of Services (Exhibit A).

4.0 Personnel.

- 4.1 The staff person designated by Contractor to be the primary point of contact (the "Representative") for day-to-day performance of this Agreement shall be:

Kristine Clarke
24931 Mansilla Street
Laguna Niguel, CA 92677
(949) 322-4117

Representative shall be a key member of Contractor's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, District on the progress of the work.

5.0 Invoicing and Payment. Contractor shall provide District with written verification of the actual compensation earned by describing in reasonable detail the work performed together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule of Compensation. All payments shall be made within thirty (30) days after District's approval of such invoice. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District and Contractor has submitted a completed W-9 to District's Purchasing Department.

6.0 Standard of Skill. Contractor, and Contractor's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by Contractor shall be with the degree of skill and diligence normally practiced in the industry for which Contractor is being retained by the District. To the extent that Contractor's industry is subject to guidelines, rules or other standards, Contractor shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Contractor's work by the District shall not operate as a release of the Contractor from such standard of care and workmanship.

7.0 Independent Contractor. Contractor is retained and engaged by the District only to the extent set forth in this Agreement, and the Contractor's relationship to the District is that of an independent contractor. Contractor shall be free to dispose of all portions of Contractor's time and activities which Contractor is not obligated to devote to the District in such a manner and to such persons, firms, or corporations as the Contractor sees fit except as expressly provided in this Agreement. Contractor shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for District's officers or employees. Contractor shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Contractor (including any of its officers, employees or other agents) of its obligations under this Agreement. Contractor has no authority to bind District in any manner or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the District.

8.0 Hold Harmless and Indemnity. Contractor shall fully and promptly undertake its obligations as set forth below:

8.1 Hold Harmless. Contractor shall hold District, its elected officials, officers, agents, and employees, harmless from all of Contractor's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Contractor, to Contractor's employees, to Contractor's contractors or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Contractor is on District property, or which are connected, directly or indirectly, with Contractor's performance of any activity or work required under this Agreement. The foregoing however shall apply only to the extent of errors, negligence, recklessness, omissions, or willful misconduct of Contractor, its officers, agents, employees, or representatives in performing services

described in the work required under this Agreement.

- 8.2** Defense and Indemnity. Contractor shall investigate, defend, and indemnify District, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of any intellectual property rights (including, copyright, patent and trademark), or professional errors and omissions arising out of, directly or indirectly, any error, negligence, recklessness, or omission of Contractor or any of Contractor's officers, agents, employees, representatives, or the willful misconduct of Contractor or any of Contractor's officers, agents, employees, representatives, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Contractor of this Agreement. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.
- 8.3** No Waiver. District does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by District, or the deposit with District, of any insurance certificates or policies described in Section 10.0 below.
- 8.4** Independent Contractor affirms that no Rancho Santiago Community College District employee shall be hired as a subcontractor while working for the District.

9.0 Correction or Re-Performance of Work. If District believes that any of the work performed under this Agreement does not comply with the terms of this Agreement, District may deliver notice to Contractor. Such District's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon District's sole discretion, may also make a request for Contractor to re-perform the services. If District requests Contractor to re-perform services, Contractor shall promptly re-perform the services at no additional cost to District in a reasonably timely manner. Should Contractor fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Contractor hereunder or charged to Contractor with such amounts to be paid by Contractor within thirty (30) days of receipt of such invoice.

10.0 Insurance.

- 10.1** Insurance Coverage. Contractor shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as attached to this Agreement as Exhibit C.
- 10.2** Delivery of Certificates of Insurance and Endorsements. Prior to the commencement of any work by Contractor under this Agreement,

Contractor shall provide the District with copies of certificates (on an Accord form as modified per District direction) for all policies together with the appropriate endorsements required in Exhibit C. At the request of the District, Contractor shall deliver a copy of its insurance policies.

- 10.3** Failure to Maintain Insurance. If Contractor receives a cancellation notice of any insurance required by this Agreement, Contractor shall, within one day of receipt, forward said notice to the District. If Contractor at any time during the Term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the District shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Contractor as compensation under the terms of this Agreement.

11.0 Work Product.

- 11.1** Deliverables. Contractor shall deliver to the District the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services ("Work Product"). The District may also request, and Contractor shall provide to District, copies of all other information developed in the course of the Contractor's performance of this Agreement. Contractor shall, in such time and in such form as the District may require, furnish reports concerning the status of services required under this Agreement. Contractor shall, upon request by District and upon completion or termination of this Agreement, deliver to the District all Work Product produced by the Contractor. Contractor represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.

- 11.2** Ownership. Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the District.

12.0 Confidentiality.

- 12.1** Non-Disclosure Exemptions. Contractor may be granted access to information that is exempt from disclosure to the public and may contain "trade secrets" when it is necessary for Contractor to perform its obligations pursuant to this Agreement. If Contractor is granted such access to confidential information, Contractor shall not be considered to be a member of the public as that term is used in the California Public Records Act.

- 12.2** Confidentiality Obligation. Contractor shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or

other information pertaining to the projects assigned to Contractor by the District or other information to which the Contractor has had access during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Contractor has secured such customer's express, written consent to release of such customer's information, (c) any information classified by District as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by District until District has advised Contractor in writing that such information may be released.

13.0 Acceptance of Final Payment by Contractor. The acceptance by Contractor of the final payment made under this Agreement shall release District from all claims and liabilities for compensation to or for the benefit of Contractor for anything done, furnished, or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of District's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check; provided, however, approval or payment by District shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, agents, subcontractors and subcontractors for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Contractor; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by District for any defect or error in the work prepared by Contractor, its employees, agents, subcontractors and subcontractors.

14.0 Records. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the District, the Designated Official or the District Project Manager. Contractor shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide access to the Designated Official or designees at all proper times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Contractor shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

15.0 Conflict of Interest. Contractor agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Contractor represents and warrants that it is unaware of any District employee or official that has a financial interest in Contractor's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Contractor shall not offer or accept any financial interest in Contractor's business by any

District employee or official.

16.0 Non-Appropriation of Funds. Payments due and payable to Contractor for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of District funds. In the event District has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

17.0 Compliance with Laws. Contractor agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:

17.1 Permits and Licenses. Contractor, at its sole expense, shall obtain and maintain during the Term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

17.2 Anti-Terrorism Laws; Sanctions. The Contractor represents and warrants that:

- (1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism);
- (2) it does not engage in any dealings or transactions with any such persons described above; and
- (3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

18.0 Meet and Confer. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation.

19.0 Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of

time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

20.0 Integrated Agreement: Construction. This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit, schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.

21.0 Amendment; Modification. This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

22.0 Assignment. This Agreement is personal to the Contractor and may not be assigned without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Contractor is voidable in the District's sole discretion.

23.0 Use of the Term "District." Reference to "District" in this Agreement includes District Manager or any authorized representative acting on behalf of District.

24.0 Severability. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

25.0 Execution Counterparts. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the Parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all such counterparts shall constitute one and the same instrument, binding on all of the Parties hereto. Facsimile transmission and/or validated electronic transmission to one Party of a true copy of

a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart.

26.0 Governing Law. The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Orange, California.

27.0 Survival. The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

28.0 Notices. Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO DISTRICT:

Rancho Santiago Community College District
Attention: Vice Chancellor, Business
Operations/Fiscal Services
2323 North Broadway
Santa Ana, CA 92706-1640

With a copy to:
Santiago Canyon College
Business and Career Education
8045 E. Chapman Ave
Orange, CA 92869

TO CONTRACTOR

Kristine Clarke
24931 Mansilla Street
Laguna Niguel, CA 92677
KMCLARKE@capousd.org

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery.

Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

29.0 Safety Requirement. To the extent that Contractor performs any work on premises owned or leased by the District, the Contractor agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The District reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Contractor shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Contractor, which is not the result of his operations, should immediately be reported to the District.

30.0 Copyright. In the event Contractor creates an original work product as part of the Scope of Services (“work product”), Contractor agrees that work product is a work made for hire. Contractor acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether edited or not, and other graphic images, appearing on the web sites or other applicable medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for-hire as defined in 17 U.S.C. 101, then Contractor hereby transfers any and all interest of the copyright(s) in the work product to District. This transfer and assignment are irrevocable and in perpetuity.

Further, Contractor represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to District prior to the completion of the Scope of Services. Contractor indemnifies and defends District as to any damages arising out of or relating to a breach of this warranty and representation.

If applicable, Contractor agrees to provide all log-in credentials for social media and other on-line electronic platforms to District within ten (10) days of establishing same, which shall allow District at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should District choose to do so. In any event, upon the conclusion of Contractor’s services, Contractor shall no longer utilize any log-in credentials or electronic on-line platforms.

31.0 Prevailing Wages. To the extent that the Contractor performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Contractor agrees that it shall comply with this Section. The, and any subcontractor or subcontractor working on behalf of the Contractor with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Contractor shall comply with all other requirements applicable to Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Contractor must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than \$25,000.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"DISTRICT"
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

"CONTRACTOR"
Kristine Clarke
24931 Mansilla Street
Laguna Niguel, CA 92677
KMCLARKE@capousd.org

Signature

Peter J. Hardash

Name (Please Print)

Vice Chancellor
Business Operations/Fiscal Services

Title

Signature

Kristine Clarke

Name (Please Print)

Biotechnology Instructor (Dana High School & IVC)

Title

EXHIBIT A
SCOPE OF SERVICES

Biotechnology Instructor (Kristine Clarke)

- Compile lab exercise from the four collaborating colleges with the shared introduction to biotechnology laboratory. Estimate – 20 exercises for inclusion in manual.
- Edit and format the exercises for consistency and branding of the Orange County Biotechnology Education Partnership.
- Write the Laboratory Prep Sheets for all lab exercises and include in a separate document.
- Complete manual to be made available as open source for students enrolled in the Orange County Biotechnology Education Collaborative colleges introduction to biotech lab course.

EXHIBIT B

SCHEDULE OF COMPENSATION

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the District to the Contractor shall not exceed the Cost of Services as set forth in Section 3.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Contractor and the District agree that the Contractor shall earn its compensation according to the following method:

- **Installment payments:** The District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this agreement; District shall pay for the services after each scope of work is completed. Contractor shall invoice the RSCCD/SCC after each scope of work has been completed; given that all of the services set forth in Exhibit A have been fully performed and all deliverables have been accepted by the RSCCD/SCC.

TOTAL AMOUNT NOT TO EXCEED \$6,000

EXHIBIT C
INSURANCE
REQUIREMENTS

Contractor shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office Form CG 00 01 covering commercial general liability insurance (“CGL”) on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non- owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with statutory limits, and employer’s liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by Contractor.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the District or ten (10) days' prior written notice for non-payment of premium. An exception may be made for coverage provided through a program of self-insurance, or coverage through a Joint Power Authority risk pool, subject to District approval.

Waiver of Subrogation - Worker's Compensation

Contractor hereby grants to District a waiver of any right to subrogation which any workers' compensation insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such workers' compensation insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. (Note: This is the only line of coverage where waiver of subrogation is honored by ASCIP).

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Such insurers shall be licensed to provide insurance under California state law. Waiver of this requirement for coverage provided by a program of self-insurance, or Contractor participation in a Joint Power Authority risk pool, shall be subject to District approval.

Verification of Coverage

Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Updated Certificates of Insurance to be provided at time of renewal.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College – Business and Career Education Division**

To: Board of Trustees	Date: January 14, 2019
Re: Approval of the Standard Professional Services Agreement with Jo Wen Wu, Ph.D.	
Action: Request for Approval	

BACKGROUND

This is a standard professional services agreement with Jo Wen Wu, Ph.D.

ANALYSIS

This standard professional services agreement with Jo Wen Wu, Ph.D. is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard professional services agreement shall be effective as of the date signed by both parties until December 31, 2019 or until termination by written notice of either party. The standard professional services agreement has been reviewed by Dean, Von Lawson and college staff. This agreement will carry a cost for Santiago Canyon College of \$30,000 to be paid from the Strong Workforce Regional Biotechnology Program funding to service as Orange County biotechnology education collaborative regional ambassador and to support Biotechnology student programs.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard professional services agreement with Jo Wen Wu, located in Irvine, California, as presented.

Fiscal Impact: \$30,000	Board Date: January 14, 2019
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education Elizabeth Arteaga, Associate Dean, Business & Career Education	
Submitted by: John Hernandez, Ph.D., President, Santiago Canyon College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”), is made and entered into this January day of 15, 2019 (the “Effective Date”), by and between **Jo Wen Wu Ph.D.**, (the “Contractor”) and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (the “District”) on behalf of Santiago Canyon College. The Contractor and the District are herein referred to, individually, as a “Party”, and, collectively, as the “Parties”.

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experience and competent to perform the special services required; and

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis:

Contractor and District agree as follows:

1.0 Services. Contractor, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the “Scope of Services” set forth on Exhibit A to this Agreement (the “Scope of Services”). The initiation of service by the Contractor should not commence until all of the following conditions have been satisfied:

- (a) Contractor has furnished all of the insurance documents required by Section 10.0 below; and
- (b) Contractor has furnished any required supporting documentation required by Sections 16.0 below.
- (c) To the extent that the Scope of Services involves more than one service, Contractor shall perform the services only to the extent of the authorization provided by Denise Foley, Ph.D., Biology Professor. The services of the Contractor shall include the making of all investigations, studies, and analysis required by the conditions involved in each request. The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

1.1 Extra Services

Unless District and Contractor have agreed in writing before the performance of extra services that are beyond the Scope of Services, District shall have no liability for such extra services and Contractor shall have no right to claim compensation for such extra services or expenses.

2.0 Term of Agreement: Termination.

- 2.1 Term. The term of this Agreement is as of the date signed by both parties until December 31, 2019; provided, however, this Agreement may be earlier terminated as provided in Section 2.2 below.
- 2.2 Termination. The District may terminate any or all of the services agreed to be performed under this Agreement without cause, at any time during the Term by giving the Contractor thirty (30) days' notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination.
- 2.3 Effect of Termination. In the event of termination, Contractor shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by District to Contractor within thirty (30) days following submission and approval of a final invoice by Contractor unless termination is for cause. In the event that such termination was for cause, Contractor shall be compensated only to the extent required by law.

3.0 Compensation and Schedule of Compensation. The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the District to the Contractor under this Agreement shall not exceed the sum of \$30,000 (the "Cost of Services"). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Contractor shall earn the compensation set forth in the Cost of Services in accordance with the "Schedule of Compensation" as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Contractor unless it is within the Scope of Services (Exhibit A).

4.0 Personnel.

- 4.1 The staff person designated by Contractor to be the primary point of contact (the "Representative") for day-to-day performance of this Agreement shall be:

Jo Wen Wu, Ph.D.
9 Quail Bush
Irvine, CA 92618
(949) 872-4087
JWu@fullcoll.edu

Representative shall be a key member of Contractor's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, District on the progress of the work.

5.0 Invoicing and Payment. Contractor shall provide District with written verification of the actual compensation earned by describing in reasonable detail the work performed together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule of Compensation. All payments shall be made within thirty (30) days after District's approval of such invoice. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District and Contractor has submitted a completed W-9 to District's Purchasing Department.

6.0 Standard of Skill. Contractor, and Contractor's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by Contractor shall be with the degree of skill and diligence normally practiced in the industry for which Contractor is being retained by the District. To the extent that Contractor's industry is subject to guidelines, rules or other standards, Contractor shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Contractor's work by the District shall not operate as a release of the Contractor from such standard of care and workmanship.

7.0 Independent Contractor. Contractor is retained and engaged by the District only to the extent set forth in this Agreement, and the Contractor's relationship to the District is that of an independent contractor. Contractor shall be free to dispose of all portions of Contractor's time and activities which Contractor is not obligated to devote to the District in such a manner and to such persons, firms, or corporations as the Contractor sees fit except as expressly provided in this Agreement. Contractor shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for District's officers or employees. Contractor shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Contractor (including any of its officers, employees or other agents) of its obligations under this Agreement. Contractor has no authority to bind District in any manner or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the District.

8.0 Hold Harmless and Indemnity. Contractor shall fully and promptly undertake its obligations as set forth below:

8.1 Hold Harmless. Contractor shall hold District, its elected officials, officers, agents, and employees, harmless from all of Contractor's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Contractor, to Contractor's employees, to Contractor's contractors or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Contractor is on District property, or which are connected, directly or indirectly, with Contractor's performance of any activity or work required under this Agreement. The foregoing however shall apply only to the extent of errors, negligence, recklessness, omissions, or willful misconduct of Contractor, its officers, agents, employees, or representatives in performing services

described in the work required under this Agreement.

- 8.2** Defense and Indemnity. Contractor shall investigate, defend, and indemnify District, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of any intellectual property rights (including, copyright, patent and trademark), or professional errors and omissions arising out of, directly or indirectly, any error, negligence, recklessness, or omission of Contractor or any of Contractor's officers, agents, employees, representatives, or the willful misconduct of Contractor or any of Contractor's officers, agents, employees, representatives, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Contractor of this Agreement. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.
- 8.3** No Waiver. District does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by District, or the deposit with District, of any insurance certificates or policies described in Section 10.0 below.
- 8.4** Independent Contractor affirms that no Rancho Santiago Community College District employee shall be hired as a subcontractor while working for the District.

9.0 Correction or Re-Performance of Work. If District believes that any of the work performed under this Agreement does not comply with the terms of this Agreement, District may deliver notice to Contractor. Such District's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon District's sole discretion, may also make a request for Contractor to re-perform the services. If District requests Contractor to re-perform services, Contractor shall promptly re-perform the services at no additional cost to District in a reasonably timely manner. Should Contractor fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Contractor hereunder or charged to Contractor with such amounts to be paid by Contractor within thirty (30) days of receipt of such invoice.

10.0 Insurance.

- 10.1** Insurance Coverage. Contractor shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as attached to this Agreement as Exhibit C.
- 10.2** Delivery of Certificates of Insurance and Endorsements. Prior to the

commencement of any work by Contractor under this Agreement, Contractor shall provide the District with copies of certificates (on an Accord form as modified per District direction) for all policies together with the appropriate endorsements required in Exhibit C. At the request of the District, Contractor shall deliver a copy of its insurance policies.

- 10.3** Failure to Maintain Insurance. If Contractor receives a cancellation notice of any insurance required by this Agreement, Contractor shall, within one day of receipt, forward said notice to the District. If Contractor at any time during the Term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the District shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Contractor as compensation under the terms of this Agreement.

11.0 Work Product.

- 11.1** Deliverables. Contractor shall deliver to the District the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services (“Work Product”). The District may also request, and Contractor shall provide to District, copies of all other information developed in the course of the Contractor’s performance of this Agreement. Contractor shall, in such time and in such form as the District may require, furnish reports concerning the status of services required under this Agreement. Contractor shall, upon request by District and upon completion or termination of this Agreement, deliver to the District all Work Product produced by the Contractor. Contractor represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.

- 11.2** Ownership. Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the District.

12.0 Confidentiality.

- 12.1** Non-Disclosure Exemptions. Contractor may be granted access to information that is exempt from disclosure to the public and may contain “trade secrets” when it is necessary for Contractor to perform its obligations pursuant to this Agreement. If Contractor is granted such access to confidential information, Contractor shall not be considered to be a member of the public as that term is used in the California Public Records Act.

- 12.2** Confidentiality Obligation. Contractor shall not disclose, publish, or authorize

others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Contractor by the District or other information to which the Contractor has had access during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Contractor has secured such customer's express, written consent to release of such customer's information, (c) any information classified by District as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by District until District has advised Contractor in writing that such information may be released.

13.0 Acceptance of Final Payment by Contractor. The acceptance by Contractor of the final payment made under this Agreement shall release District from all claims and liabilities for compensation to or for the benefit of Contractor for anything done, furnished, or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of District's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check; provided, however, approval or payment by District shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, agents, subcontractors and subcontractors for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Contractor; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by District for any defect or error in the work prepared by Contractor, its employees, agents, subcontractors and subcontractors.

14.0 Records. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the District, the Designated Official or the District Project Manager. Contractor shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide access to the Designated Official or designees at all proper times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Contractor shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

15.0 Conflict of Interest. Contractor agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Contractor represents and warrants that it is unaware of any District employee or official that has a financial interest in Contractor's business. During the Term of this Agreement and/or as a result of being awarded this Agreement,

Contractor shall not offer or accept any financial interest in Contractor's business by any District employee or official.

16.0 Non-Appropriation of Funds. Payments due and payable to Contractor for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of District funds. In the event District has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

17.0 Compliance with Laws. Contractor agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:

17.1 Permits and Licenses. Contractor, at its sole expense, shall obtain and maintain during the Term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

17.2 Anti-Terrorism Laws; Sanctions. The Contractor represents and warrants that:

- (1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism);
- (2) it does not engage in any dealings or transactions with any such persons described above; and
- (3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

18.0 Meet and Confer. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation.

19.0 Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of

any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

20.0 Integrated Agreement: Construction. This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit, schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.

21.0 Amendment: Modification. This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

22.0 Assignment. This Agreement is personal to the Contractor and may not be assigned without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Contractor is voidable in the District's sole discretion.

23.0 Use of the Term "District." Reference to "District" in this Agreement includes District Manager or any authorized representative acting on behalf of District.

24.0 Severability. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

25.0 Execution Counterparts. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the Parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all such counterparts shall constitute one and the same instrument, binding on all of the Parties hereto.

Facsimile transmission and/or validated electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart.

26.0 Governing Law. The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Orange, California.

27.0 Survival. The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

28.0 Notices. Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO DISTRICT:

Rancho Santiago Community College District
Attention: Vice Chancellor, Business
Operations/Fiscal Services
2323 North Broadway
Santa Ana, CA 92706-1640

With a copy to:
Santiago Canyon College
Business and Career Education
8045 E. Chapman Ave
Orange, CA 92869

TO CONTRACTOR:

Jo Wen Wu, Ph.D.
9 Quail
Irvine, CA 92618
JWu@fullcoll.edu

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery.

Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

29.0 Safety Requirement. To the extent that Contractor performs any work on premises owned or leased by the District, the Contractor agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The District reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Contractor shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Contractor, which is not the result of his

operations, should immediately be reported to the District.

30.0 Copyright. In the event Contractor creates an original work product as part of the Scope of Services (“work product”), Contractor agrees that work product is a work made for hire. Contractor acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether edited or not, and other graphic images, appearing on the web sites or other applicable medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for-hire as defined in 17 U.S.C. 101, then Contractor hereby transfers any and all interest of the copyright(s) in the work product to District. This transfer and assignment are irrevocable and in perpetuity.

Further, Contractor represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to District prior to the completion of the Scope of Services. Contractor indemnifies and defends District as to any damages arising out of or relating to a breach of this warranty and representation.

If applicable, Contractor agrees to provide all log-in credentials for social media and other on-line electronic platforms to District within ten (10) days of establishing same, which shall allow District at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should District choose to do so. In any event, upon the conclusion of Contractor’s services, Contractor shall no longer utilize any log-in credentials or electronic on-line platforms.

31.0 Prevailing Wages. To the extent that the Contractor performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Contractor agrees that it shall comply with this Section. The Contractor, and any subcontractor or subcontractor working on behalf of the Contractor with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Contractor shall comply with all other requirements applicable to Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Contractor must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than \$25,000.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"DISTRICT"

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

"CONTRACTOR"

Jo Wen Wu, Ph.D.
9 Quail Bush
Irvine, CA 92818

Signature

Peter J. Hardash

Name (Please Print)

Vice Chancellor

Business Operations/Fiscal Services

Title

Signature

Jo Wen Wu

Name (Please Print)

Title

EXHIBIT A
SCOPE OF SERVICES

OC Biotech Education Regional Ambassador (Jo Wen Wu)

- Meet Orange County Department of Education Career Technical Education (CTE) staff to discuss academic High school and CTE biotechnology courses pathways and promote UCI courses articulation.
- Meet college administrators to discuss CTE pathway curriculum and marketing
- Meet high school district and CTE administrators to discuss articulation and dual enrollment courses
- Host meetings with high school teachers to promote collaboration with community colleges
- Explore third party certification of student skills
- Coordinate Orange County Biotech Open House events
- Supervise Outreach coordinator and team to promote Orange County Biotech Education programs at community events, career fairs, high schools, adult education, continuing education, and veterans events.
- Supervise Orange County Biotech Education marketing efforts and creation of newsletter
- Write quarterly and annual reports of Orange County Biotech regional project

EXHIBIT B

SCHEDULE OF COMPENSATION

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the District to the Contractor shall not exceed the Cost of Services as set forth in Section 3.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Contractor and the District agree that the Contractor shall earn its compensation according to the following method:

- **Installment payments:** The District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this agreement; District shall pay for the services after each scope of work is completed. Contractor shall invoice the RSCCD/SCC after each scope of work has been completed; given that all of the services set forth in Exhibit A have been fully performed and all deliverables have been accepted by the RSCCD/SCC.

TOTAL AMOUNT NOT TO EXCEED \$30,000

EXHIBIT C
INSURANCE
REQUIREMENTS

Contractor shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office Form CG 00 01 covering commercial general liability insurance (“CGL”) on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non- owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with statutory limits, and employer’s liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by Contractor.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the District or ten (10) days' prior written notice for non-payment of premium. An exception may be made for coverage provided through a program of self-insurance, or coverage through a Joint Power Authority risk pool, subject to District approval.

Waiver of Subrogation - Worker's Compensation

Contractor hereby grants to District a waiver of any right to subrogation which any workers' compensation insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such workers' compensation insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. (Note: This is the only line of coverage where waiver of subrogation is honored by ASCIP).

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Such insurers shall be licensed to provide insurance under California state law. Waiver of this requirement for coverage provided by a program of self-insurance, or Contractor participation in a Joint Power Authority risk pool, shall be subject to District approval.

Verification of Coverage

Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Updated Certificates of Insurance to be provided at time of renewal.

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

To: Board of Trustees	Date: January 14, 2019
Re: Approval of Amendment #3 to Classroom Lease – 2000 Chapman Inc.	
Action: Request for Approval	

BACKGROUND

Since January 1, 2013, the District has been leasing instructional and office space from 2000 Chapman Inc. in a suitable location at 1937 W. Chapman Avenue, 2nd floor, in the City of Orange. The lease was amended on October 1, 2013 to include additional office space (Amendment #1) and again amended in January 2016 to extend the lease of an additional three (3) years (Amendment #2). [Click here to see original lease agreement and amendments #1 and #2.](#)

ANALYSIS

The existing lease includes approximately 12,913 square feet of classroom and office space. There exists a continuing need for the lease to accommodate academic programs and offices. As a result, a two (2) year extension of the lease has been recommended by program administrator Jose Vargas.

Pursuant to lease extension language, the following elements have been negotiated as changes to the original lease and/or Amendment #1 and/or Amendment #2.

- Lease extended for two (2) additional years from February 1, 2019 through January 31, 2021.
- The lease rate for year one of the extension is \$25,570.00 (\$1.98 per square foot); and \$26,337.00 (\$2.04 per square foot) for year 2.
- An option to terminate the lease after twelve (12) months by providing 120 day notice to lessor. If exercised, a termination penalty shall consist of any unamortized costs associated with Amendment #3.

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment #3 to Classroom Lease – 2000 Chapman Inc. for the extension of the lease of classroom and office space for the period of February 1, 2019 to January 31, 2021 as presented.

Fiscal Impact: \$25,570.00 per month base rent	Board Date: January 14, 2019
Prepared by: Jose Vargas, Vice President, Continuing Education	
Submitted by: John C. Hernandez, Ph.D., President	
Recommended by: Dr. Raúl Rodriguez, Chancellor	

AMENDMENT 3

DATE: SEPTEMBER 27, 2018
LESSOR: 2000 CHAPMAN INC.
LESSEE: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PREMISES: 1937 W. CHAPMAN AVENUE, ORANGE, CA

Definition:

The purpose of Amendment 3 is to amend certain terms and conditions established in the Lease dated December 18, 2012, and Amended on July 11, 2013 and November 24, 2015, by and between the above-mentioned parties, as it relates to the extension of the Term.

ALL TERMS AND CONDITIONS OF THE ORIGINAL LEASE REMAIN IN FULL FORCE AND EFFECT WITH THE EXCEPTION OF THE FOLLOWING:

1. **First Floor Space.** Lessee agrees that included in Lease is an additional portion of the first floor entrance and common area on a non-exclusive basis which allows handicap access to the first floor hallway and common areas, shown on Exhibit B attached hereto.
2. **Base Rent 1.7 and Addendum 53.** Effective February 1, 2019, the following rental schedule shall apply:

February 1, 2019 through January 31, 2020	\$25,570.00 per month
February 1, 2020 through January 31, 2021:	\$26,337.00 per month
3. **Custodial Services.** As Lessee shall have access to first floor hallways and restrooms, Lessee will provide custodial services for the hallways (sweep and mop three times weekly) and first floor restrooms (on an as needed basis). Lessor shall reimburse Lessee \$1,000.00 per each year Lessee occupies the Premises to offset the cost of said services and shall be accounted for as rent abatement January 2020 and January 2021.
4. **Brokerage Fees.** Lessor shall not be obligated to pay any outside brokers fees (including Lessee’s original Broker) on this extension.
5. **Condition of Premises.** Except for minor repairs as previously discussed between the parties, the Lessee accepts the Premises in “As Is” condition.
6. **Parking.** Lessor makes no warranty that any off-site parking is available. Lessor reserves its right to restrict parking for all tenants in the project that do not conform with the parking ratio of four (4) spaces per each 1,000 square feet of leased premises.
7. **Lease Termination.** Lessee may terminate this Lease after the initial twelve (12) months by giving 120-day notice to Lessor of its intent to exercise the termination option. The termination penalty shall include any unamortized costs associated with Amendment 3 by way of example: *“Lessee gives Notice of Termination February 1, 2020, and rent shall be due through May 31, 2020.”*

All other terms and conditions are in full force and effect.

LESSOR: 2000 CHAPMAN INC.

LESSEE: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

By: _____
Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services

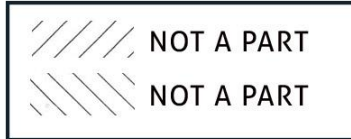
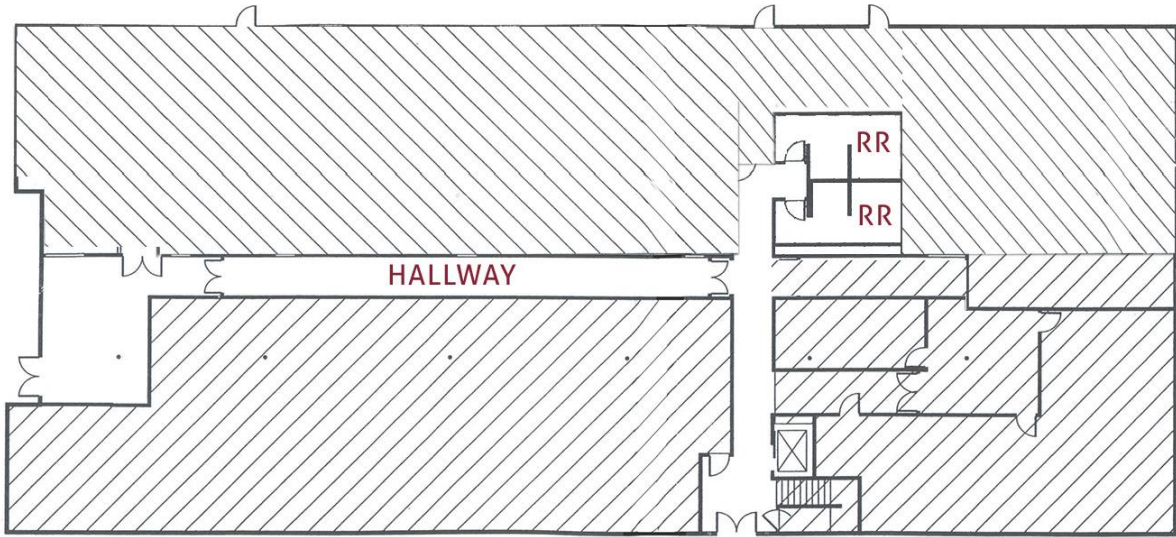
Date: _____

Date: _____

Exhibit B

First Floor Space

**1937 W. Chapman Avenue
Orange, CA**



Initials _____
Initials _____

Initials _____
Initials _____

Rancho Santiago Comm Coll District

Board Meeting of 01/14/19

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 11/27/18 Thru 12/31/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66872	General Fund Unrestricted	0.00	424.00	-424.00	92*0512147	92*0512147
66909	General Fund Unrestricted	1,108.96	848.00	260.96	92*0512629	92*0512643
66910	General Fund Unrestricted	136,546.20	0.00	136,546.20	92*0512647	92*0512693
66914	General Fund Unrestricted	4,430.82	0.00	4,430.82	92*0512698	92*0512737
66915	General Fund Unrestricted	28,956.86	0.00	28,956.86	92*0512740	92*0512776
66916	General Fund Unrestricted	37,474.58	0.00	37,474.58	92*0512777	92*0512804
66920	General Fund Unrestricted	2,664.79	0.00	2,664.79	92*0512824	92*0512844
66921	General Fund Unrestricted	1,232.00	0.00	1,232.00	92*0512845	92*0512845
66922	General Fund Unrestricted	1,600.67	0.00	1,600.67	92*0512846	92*0512868
66923	General Fund Unrestricted	17,430.20	0.00	17,430.20	92*0512869	92*0512920
66925	General Fund Unrestricted	21,474.81	0.00	21,474.81	92*0512935	92*0512972
66926	General Fund Unrestricted	67.04	0.00	67.04	92*0512974	92*0512979
66932	General Fund Unrestricted	57,985.64	0.00	57,985.64	92*0513003	92*0513034
66938	General Fund Unrestricted	2,151,621.98	0.00	2,151,621.98	92*0513085	92*0513111
66939	General Fund Unrestricted	14,339.65	0.00	14,339.65	92*0513112	92*0513127
66944	General Fund Unrestricted	19,822.32	0.00	19,822.32	92*0513143	92*0513176
66949	General Fund Unrestricted	22,423.59	0.00	22,423.59	92*0513186	92*0513213
66950	General Fund Unrestricted	445.00	0.00	445.00	92*0513216	92*0513216
66955	General Fund Unrestricted	10,021.83	0.00	10,021.83	92*0513261	92*0513289
66956	General Fund Unrestricted	21,846.77	0.00	21,846.77	92*0513290	92*0513329
66957	General Fund Unrestricted	8,123.96	0.00	8,123.96	92*0513334	92*0513345
66958	General Fund Unrestricted	142,005.21	0.00	142,005.21	92*0513346	92*0513391
66959	General Fund Unrestricted	1,250.26	0.00	1,250.26	92*0513410	92*0513420
66963	General Fund Unrestricted	2,766.26	0.00	2,766.26	92*0513455	92*0513479
66964	General Fund Unrestricted	13,385.31	0.00	13,385.31	92*0513480	92*0513499
66965	General Fund Unrestricted	31,174.48	0.00	31,174.48	92*0513503	92*0513538
66968	General Fund Unrestricted	27,981.28	0.00	27,981.28	92*0513564	92*0513585
66969	General Fund Unrestricted	57,078.10	0.00	57,078.10	92*0513592	92*0513618
66975	General Fund Unrestricted	12,777.13	0.00	12,777.13	92*0513636	92*0513647
66976	General Fund Unrestricted	39,242.06	0.00	39,242.06	92*0513649	92*0513677
66977	General Fund Unrestricted	9,494.66	0.00	9,494.66	92*0513678	92*0513683
66978	General Fund Unrestricted	21,662.37	0.00	21,662.37	92*0513691	92*0513711
66979	General Fund Unrestricted	15,513.06	0.00	15,513.06	92*0513713	92*0513713
66980	General Fund Unrestricted	174.34	0.00	174.34	92*0513714	92*0513722
66985	General Fund Unrestricted	7,950.49	0.00	7,950.49	92*0513767	92*0513790
66986	General Fund Unrestricted	26,009.42	0.00	26,009.42	92*0513791	92*0513799
66987	General Fund Unrestricted	19,788.71	0.00	19,788.71	92*0513800	92*0513826
66992	General Fund Unrestricted	44,800.00	0.00	44,800.00	92*0513835	92*0513927
Total Fund 11 General Fund Unrestricted		<u>\$3,032,670.81</u>	<u>\$1,272.00</u>	<u>\$3,031,398.81</u>		

Checks Written for Period 11/27/18 Thru 12/31/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66756	General Fund Restricted	0.00	773.00	-773.00	92*0510274	92*0510274
66836	General Fund Restricted	0.00	548.64	-548.64	92*0511432	92*0511434
66852	General Fund Restricted	0.00	262.50	-262.50	92*0511839	92*0511839
66864	General Fund Restricted	0.00	712.05	-712.05	92*0512044	92*0512044
66891	General Fund Restricted	0.00	969.55	-969.55	92*0512439	92*0512444
66909	General Fund Restricted	292,414.00	0.00	292,414.00	92*0512620	92*0512646
66910	General Fund Restricted	46,700.01	0.00	46,700.01	92*0512651	92*0512694
66914	General Fund Restricted	116,540.45	0.00	116,540.45	92*0512699	92*0512735
66915	General Fund Restricted	7,181.79	0.00	7,181.79	92*0512738	92*0512765
66916	General Fund Restricted	23,078.18	0.00	23,078.18	92*0512778	92*0512813
66920	General Fund Restricted	105,685.16	0.00	105,685.16	92*0512822	92*0512843
66925	General Fund Restricted	11,169.30	0.00	11,169.30	92*0512934	92*0512973
66926	General Fund Restricted	22,144.08	0.00	22,144.08	92*0512975	92*0512990
66932	General Fund Restricted	422,371.88	0.00	422,371.88	92*0513005	92*0513033
66933	General Fund Restricted	192,792.35	0.00	192,792.35	92*0513035	92*0513073
66934	General Fund Restricted	90.00	0.00	90.00	92*0513074	92*0513074
66938	General Fund Unrestricted	66,950.73	0.00	66,950.73	92*0513084	92*0513110
66939	General Fund Restricted	107,804.29	0.00	107,804.29	92*0513117	92*0513130
66944	General Fund Restricted	125,606.93	0.00	125,606.93	92*0513144	92*0513175
66949	General Fund Restricted	37,647.07	0.00	37,647.07	92*0513184	92*0513214
66950	General Fund Restricted	7,500.00	0.00	7,500.00	92*0513217	92*0513218
66955	General Fund Restricted	13,933.29	0.00	13,933.29	92*0513254	92*0513287
66956	General Fund Restricted	4,114.81	0.00	4,114.81	92*0513293	92*0513330
66957	General Fund Restricted	119,715.90	0.00	119,715.90	92*0513331	92*0513333
66958	General Fund Restricted	100,810.46	0.00	100,810.46	92*0513354	92*0513398
66959	General Fund Restricted	28,144.82	0.00	28,144.82	92*0513399	92*0513435
66963	General Fund Restricted	308,288.57	0.00	308,288.57	92*0513454	92*0513475
66964	General Fund Restricted	191,410.91	0.00	191,410.91	92*0513487	92*0513501
66965	General Fund Restricted	6,750.34	0.00	6,750.34	92*0513504	92*0513541
66968	General Fund Restricted	20,893.56	0.00	20,893.56	92*0513555	92*0513584
66969	General Fund Restricted	13,608.41	0.00	13,608.41	92*0513588	92*0513620
66975	General Fund Restricted	8,416.81	0.00	8,416.81	92*0513631	92*0513642
66976	General Fund Restricted	65,320.01	0.00	65,320.01	92*0513648	92*0513672
66977	General Fund Restricted	7,428.30	0.00	7,428.30	92*0513684	92*0513688
66978	General Fund Restricted	75,328.79	0.00	75,328.79	92*0513689	92*0513712
66985	General Fund Restricted	273,293.18	0.00	273,293.18	92*0513759	92*0513789
66986	General Fund Restricted	3,225.88	0.00	3,225.88	92*0513793	92*0513796
66987	General Fund Restricted	17,659.07	0.00	17,659.07	92*0513804	92*0513828
66991	General Fund Restricted	4,883.91	0.00	4,883.91	92*0513832	92*0513834
Total Fund 12 General Fund Restricted		\$2,848,903.24	\$3,265.74	\$2,845,637.50		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66909	GF Unrestricted One-Time Func	4,562.91	0.00	4,562.91	92*0512622	92*0512622
66910	GF Unrestricted One-Time Func	12.43	0.00	12.43	92*0512681	92*0512681
66915	GF Unrestricted One-Time Func	629.62	0.00	629.62	92*0512743	92*0512768
66926	GF Unrestricted One-Time Func	7,505.00	0.00	7,505.00	92*0512978	92*0512982
66944	GF Unrestricted One-Time Func	1,500.00	0.00	1,500.00	92*0513170	92*0513170
66949	General Fund Unrestricted	1,581.59	0.00	1,581.59	92*0513211	92*0513215
66964	GF Unrestricted One-Time Func	6,273.38	0.00	6,273.38	92*0513481	92*0513486
66965	GF Unrestricted One-Time Func	22,731.42	0.00	22,731.42	92*0513502	92*0513519
66968	GF Unrestricted One-Time Func	4,693.50	0.00	4,693.50	92*0513586	92*0513587
66975	GF Unrestricted One-Time Func	1,870.00	0.00	1,870.00	92*0513634	92*0513634
66976	GF Unrestricted One-Time Func	38,271.03	0.00	38,271.03	92*0513654	92*0513676
66985	GF Unrestricted One-Time Func	20.53	0.00	20.53	92*0513783	92*0513783
Total Fund 13 GF Unrestricted One-Time		\$89,651.41	\$0.00	\$89,651.41		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66908	Child Development Fund	965.48	0.00	965.48	92*0512616	92*0512619
66911	Child Development Fund	775.00	0.00	775.00	92*0512695	92*0512695
66917	Child Development Fund	726.44	0.00	726.44	92*0512814	92*0512816
66924	Child Development Fund	5,509.95	0.00	5,509.95	92*0512921	92*0512933
66927	Child Development Fund	942.81	0.00	942.81	92*0512991	92*0512992
66935	Child Development Fund	11,958.19	0.00	11,958.19	92*0513075	92*0513080
66943	Child Development Fund	6,849.20	0.00	6,849.20	92*0513139	92*0513142
66946	Child Development Fund	11,757.26	0.00	11,757.26	92*0513179	92*0513181
66951	Child Development Fund	29,971.42	0.00	29,971.42	92*0513219	92*0513243
66962	Child Development Fund	4,035.77	0.00	4,035.77	92*0513439	92*0513453
66967	Child Development Fund	5,566.07	0.00	5,566.07	92*0513543	92*0513554
66970	Child Development Fund	745.00	0.00	745.00	92*0513621	92*0513624
66984	Child Development Fund	3,590.27	0.00	3,590.27	92*0513748	92*0513758
66988	Child Development Fund	438.77	0.00	438.77	92*0513829	92*0513829
Total Fund 33 Child Development Fund		\$83,831.63	\$0.00	\$83,831.63		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66714	Capital Outlay Projects Fund	0.00	12,964.20	-12,964.20	92*0509485	92*0509486
66912	Capital Outlay Projects Fund	27,645.80	0.00	27,645.80	92*0512696	92*0512696
66919	Capital Outlay Projects Fund	196,423.13	0.00	196,423.13	92*0512818	92*0512821
66931	Capital Outlay Projects Fund	580,069.34	0.00	580,069.34	92*0512998	92*0513002
66936	Capital Outlay Projects Fund	59,452.10	0.00	59,452.10	92*0513081	92*0513082
66942	Capital Outlay Projects Fund	100,771.80	0.00	100,771.80	92*0513135	92*0513138
66947	Capital Outlay Projects Fund	3,516.00	0.00	3,516.00	92*0513182	92*0513182
66953	Capital Outlay Projects Fund	197,291.99	0.00	197,291.99	92*0513246	92*0513251
66960	Capital Outlay Projects Fund	4,646.00	0.00	4,646.00	92*0513436	92*0513437
66966	Capital Outlay Projects Fund	109,030.00	0.00	109,030.00	92*0513542	92*0513542
66971	Capital Outlay Projects Fund	13,442.50	0.00	13,442.50	92*0513625	92*0513626
66983	Capital Outlay Projects Fund	565,712.52	0.00	565,712.52	92*0513729	92*0513747
66989	Capital Outlay Projects Fund	2,259.80	0.00	2,259.80	92*0513830	92*0513830
Total Fund 41 Capital Outlay Projects Fun		\$1,860,260.98	\$12,964.20	\$1,847,296.78		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66930	Bond Fund, Measure Q	193,526.10	0.00	193,526.10	92*0512996	92*0512997
66937	Bond Fund, Measure Q	1,165,773.00	0.00	1,165,773.00	92*0513083	92*0513083
66945	Bond Fund, Measure Q	92,377.02	0.00	92,377.02	92*0513177	92*0513178
66954	Bond Fund, Measure Q	64,819.00	0.00	64,819.00	92*0513252	92*0513253
66961	Bond Fund, Measure Q	1,746.93	0.00	1,746.93	92*0513438	92*0513438
66972	Bond Fund, Measure Q	1,034,109.79	0.00	1,034,109.79	92*0513627	92*0513627
66982	Bond Fund, Measure Q	92,752.95	0.00	92,752.95	92*0513725	92*0513728
Total Fund 43 Bond Fund, Measure Q		\$2,645,104.79	\$0.00	\$2,645,104.79		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66913	Property and Liability Fund	143.73	0.00	143.73	92*0512697	92*0512697
66918	Property and Liability Fund	242.40	0.00	242.40	92*0512817	92*0512817
66929	Property and Liability Fund	5,423.04	0.00	5,423.04	92*0512994	92*0512995
66941	Property and Liability Fund	11,603.21	0.00	11,603.21	92*0513133	92*0513134
66948	Property and Liability Fund	495.00	0.00	495.00	92*0513183	92*0513183
66952	Property and Liability Fund	1,296.95	0.00	1,296.95	92*0513244	92*0513245
66973	Property and Liability Fund	1,575.00	0.00	1,575.00	92*0513628	92*0513628
66990	Property and Liability Fund	5,700.79	0.00	5,700.79	92*0513831	92*0513831
Total Fund 61 Property and Liability Fund		<u>\$26,480.12</u>	<u>\$0.00</u>	<u>\$26,480.12</u>		

Checks Written for Period 11/27/18 Thru 12/31/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66928	Workers' Compensation Fund	28,465.11	0.00	28,465.11	92*0512993	92*0512993
66974	Workers' Compensation Fund	4,371.38	0.00	4,371.38	92*0513629	92*0513630
Total Fund 62 Workers' Compensation Fu		<u>\$32,836.49</u>	<u>\$0.00</u>	<u>\$32,836.49</u>		

Checks Written for Period 11/27/18 Thru 12/31/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66940	Student Financial Aid Fund	81,112.00	0.00	81,112.00	92*0513131	92*0513132
66981	Student Financial Aid Fund	27,523.00	0.00	27,523.00	92*0513723	92*0513724
Total Fund 74 Student Financial Aid Fund		\$108,635.00	\$0.00	\$108,635.00		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,031,398.81
Total Fund 12 General Fund Restricted	2,845,637.50
Total Fund 13 GF Unrestricted One-Time Fund	89,651.41
Total Fund 33 Child Development Fund	83,831.63
Total Fund 41 Capital Outlay Projects Fund	1,847,296.78
Total Fund 43 Bond Fund, Measure Q	2,645,104.79
Total Fund 61 Property and Liability Fund	26,480.12
Total Fund 62 Workers' Compensation Fund	32,836.49
Total Fund 74 Student Financial Aid Fund	108,635.00
Grand Total:	<u><u>\$10,710,872.53</u></u>

Checks Written for Period 11/27/18 Thru 12/31/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A1811530	SAC Diversified Agency Fund	6,191.90	0.00	6,191.90	1A*0001402	1A*0001422
1A1812208	SAC Diversified Agency Fund	11,895.10	30.25	11,864.85	1A*0001423	1A*0001443
1A1812315	SAC Diversified Agency Fund	27,413.60	16,231.74	11,181.86	1A*0001444	1A*0001511
1A1812422	SAC Diversified Agency Fund	30,156.24	0.00	30,156.24	1A*0001512	1A*0001528
Total 1A SAC Diversified Agency Fund		\$75,656.84	\$16,261.99	\$59,394.85		

Checks Written for Period 11/27/18 Thru 12/31/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1B1811530	SAC Bookstore Fund	11,693.98	5,846.99	5,846.99	1B*0001429	1B*0001444
1B1812208	SAC Bookstore Fund	54,308.23	0.00	54,308.23	1B*0001445	1B*0001451
1B1812315	SAC Bookstore Fund	960,720.32	4,950.07	955,770.25	1B*0001452	1B*0001492
1B1812422	SAC Bookstore Fund	11,870.58	0.00	11,870.58	1B*0001493	1B*0001498
Total 1B SAC Bookstore Fund		<u>\$1,038,593.11</u>	<u>\$10,797.06</u>	<u>\$1,027,796.05</u>		

Checks Written for Period 11/27/18 Thru 12/31/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1C1811530	SAC Community Education Fund	8,014.63	0.00	8,014.63	1C*0001086	1C*0001088
1C1812208	SAC Community Education Fund	13,478.92	0.00	13,478.92	1C*0001089	1C*0001094
1C1812315	SAC Community Education Fund	302,288.80	0.00	302,288.80	1C*0001095	1C*0001096
1C1812422	SAC Community Education Fund	11,786.55	0.00	11,786.55	1C*0001097	1C*0001102
Total 1C SAC Community Education Fund		<u>\$335,568.90</u>	<u>\$0.00</u>	<u>\$335,568.90</u>		

Checks Written for Period 11/27/18 Thru 12/31/18

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1R1812208	SAC Representation Fee Fund	26.75	0.00	26.75	1R*0001011	1R*0001011
Total 1R SAC Representation Fee Fund		<u>\$26.75</u>	<u>\$0.00</u>	<u>\$26.75</u>		

Checks Written for Period 11/27/18 Thru 12/31/18

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1S1811530	SAC Associated Students Fund	602.19	0.00	602.19	1S*0001227	1S*0001229
1S1812208	SAC Associated Students Fund	4,284.95	0.00	4,284.95	1S*0001230	1S*0001240
1S1812315	SAC Associated Students Fund	22,093.85	0.00	22,093.85	1S*0001241	1S*0001251
1S1812422	SAC Associated Students Fund	1,165.26	0.00	1,165.26	1S*0001252	1S*0001254
Total 1S SAC Associated Students Fund		<u>\$28,146.25</u>	<u>\$0.00</u>	<u>\$28,146.25</u>		

Checks Written for Period 11/27/18 Thru 12/31/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T1811530	SAC Diversified Trust Fund	20,815.64	0.00	20,815.64	1T*0001288	1T*0001291
1T1812208	SAC Diversified Trust Fund	17,756.15	0.00	17,756.15	1T*0001292	1T*0001306
1T1812315	SAC Diversified Trust Fund	108,684.17	0.00	108,684.17	1T*0001307	1T*0001310
1T1812422	SAC Diversified Trust Fund	19,559.38	0.00	19,559.38	1T*0001311	1T*0001321
Total 1T SAC Diversified Trust Fund		\$166,815.34	\$0.00	\$166,815.34		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	59,394.85
Total Fund 1B SAC Bookstore Fund	1,027,796.05
Total Fund 1C SAC Community Education Fu	335,568.90
Total Fund 1R SAC Representation Fee Func	26.75
Total Fund 1S SAC Associated Students Fun	28,146.25
Total Fund 1T SAC Diversified Trust Fund	166,815.34
Grand Total:	<u><u>\$1,617,748.14</u></u>

Checks Written for Period 11/27/18 Thru 12/31/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A1811530	SCC Diversified Agency Fund	2,926.44	0.00	2,926.44	2A*0001199	2A*0001209
2A1812208	SCC Diversified Agency Fund	4,073.79	25.00	4,048.79	2A*0001210	2A*0001218
2A1812315	SCC Diversified Agency Fund	2,070.41	0.00	2,070.41	2A*0001219	2A*0001228
2A1812422	SCC Diversified Agency Fund	12,755.35	0.00	12,755.35	2A*0001229	2A*0001246
Total 2A SCC Diversified Agency Fund		<u>\$21,825.99</u>	<u>\$25.00</u>	<u>\$21,800.99</u>		

Checks Written for Period 11/27/18 Thru 12/31/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B1811530	SCC Bookstore Fund	1,619.00	0.00	1,619.00	2B*0001329	2B*0001331
2B1812208	SCC Bookstore Fund	8,103.31	0.00	8,103.31	2B*0001332	2B*0001343
2B1812315	SCC Bookstore Fund	7,105.49	967.06	6,138.43	2B*0001344	2B*0001349
2B1812422	SCC Bookstore Fund	24,651.95	0.00	24,651.95	2B*0001350	2B*0001358
Total 2B SCC Bookstore Fund		<u>\$41,479.75</u>	<u>\$967.06</u>	<u>\$40,512.69</u>		

Checks Written for Period 11/27/18 Thru 12/31/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S1811530	SCC Associated Students Fund	994.52	0.00	994.52	2S*0001151	2S*0001152
2S1812208	SCC Associated Students Fund	901.16	300.00	601.16	2S*0001153	2S*0001158
2S1812315	SCC Associated Students Fund	4,832.78	0.00	4,832.78	2S*0001159	2S*0001169
Total 2S SCC Associated Students Fund		<u>\$6,728.46</u>	<u>\$300.00</u>	<u>\$6,428.46</u>		

Checks Written for Period 11/27/18 Thru 12/31/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T1811530	SCC Diversified Trust Fund	5,905.70	0.00	5,905.70	2T*0001119	2T*0001127
2T1812208	SCC Diversified Trust Fund	2,830.59	0.00	2,830.59	2T*0001128	2T*0001133
2T1812315	SCC Diversified Trust Fund	11,952.10	0.00	11,952.10	2T*0001134	2T*0001142
2T1812422	SCC Diversified Trust Fund	300.00	0.00	300.00	2T*0001143	2T*0001143
Total 2T SCC Diversified Trust Fund		<u>\$20,988.39</u>	<u>\$0.00</u>	<u>\$20,988.39</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	21,800.99
Total Fund 2B SCC Bookstore Fund	40,512.69
Total Fund 2S SCC Associated Students Fun	6,428.46
Total Fund 2T SCC Diversified Trust Fund	<u>20,988.39</u>
Grand Total:	<u><u>\$89,730.53</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 11/26/2018 To 01/02/2019
Board Meeting on 01/03/2019

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
1000 ACADEMIC SALARIES	7,409	
2000 CLASSIFIED SALARIES		13,088
3000 EMPLOYEE BENEFITS	699	
4000 SUPPLIES & MATERIALS		28,809
5000 OTHER OPERATING EXP & SERVICES	31,859	
6000 CAPITAL OUTLAY	1,930	
Total Transfer Fund 11	\$41,897	\$41,897
<u>Fund 12: General Fund Restricted</u>		
1000 ACADEMIC SALARIES		44,047
2000 CLASSIFIED SALARIES		191,584
3000 EMPLOYEE BENEFITS		85,484
4000 SUPPLIES & MATERIALS		71,911
5000 OTHER OPERATING EXP & SERVICES	357,685	
6000 CAPITAL OUTLAY		58,209
7000 OTHER OUTGO	1,220	
7900 RESERVE FOR CONTINGENCIES	92,330	
Total Transfer Fund 12	\$451,235	\$451,235
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
4000 SUPPLIES & MATERIALS	8,080	
5000 OTHER OPERATING EXP & SERVICES	787	
6000 CAPITAL OUTLAY		9,100
7900 RESERVE FOR CONTINGENCIES	233	
Total Transfer Fund 13	\$9,100	\$9,100
<u>Fund 33: Child Development Fund</u>		
2000 CLASSIFIED SALARIES	13,115	
4000 SUPPLIES & MATERIALS		5,051
5000 OTHER OPERATING EXP & SERVICES		1,915
6000 CAPITAL OUTLAY		6,149
Total Transfer Fund 33	\$13,115	\$13,115
<u>Fund 41: Capital Outlay Projects Fund</u>		
6000 CAPITAL OUTLAY		25,000
7900 RESERVE FOR CONTINGENCIES	25,000	
Total Transfer Fund 41	\$25,000	\$25,000
<u>Fund 71: Associated Students Fund</u>		
2000 CLASSIFIED SALARIES		101,274
3000 EMPLOYEE BENEFITS		41,790
7900 RESERVE FOR CONTINGENCIES	143,064	
Total Transfer Fund 71	\$143,064	\$143,064

BUDGET INCREASES AND DECREASES

Revenue Appropriation

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 11/26/2018 To 01/02/2019
Board Meeting on 01/03/2019**

BACKGROUND

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

ANALYSIS

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

BUDGET INCREASES AND DECREASES

Fund 12: General Fund Restricted

		Revenue	Appropriation
8100	FEDERAL REVENUES	335,695	
8600	STATE REVENUES	99,090	
8800	LOCAL REVENUES	20,000	
1000	ACADEMIC SALARIES		122,189
2000	CLASSIFIED SALARIES		445,137
3000	EMPLOYEE BENEFITS		194,598
4000	SUPPLIES & MATERIALS		2,269
5000	OTHER OPERATING EXP & SERVICES		(345,103)
6000	CAPITAL OUTLAY		35,695
Total Transfer Fund 12		\$454,785	\$454,785

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 11/26/2018 To 01/02/2019

Board Meeting on 01/03/2019

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

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
B024745	11/27/18		
4000	SUPPLIES & MATERIALS		25,000
5000	OTHER OPERATING EXP & SERVICES	25,000	
		<hr/>	<hr/>
Total Reference B024745		\$25,000	\$25,000
Reason:	Adjustment		
Description:	Cover Grounds supply/landscaping & paper towels		
<u>Fund 12: General Fund Restricted</u>			
B024759	11/30/18		
2000	CLASSIFIED SALARIES		32,309
3000	EMPLOYEE BENEFITS		20,072
5000	OTHER OPERATING EXP & SERVICES	52,381	
		<hr/>	<hr/>
Total Reference B024759		\$52,381	\$52,381
Reason:	Special Project Adjustment		
Description:	50% fndg:ElctrncMediaSpcls psn		
B024793	12/04/18		
2000	CLASSIFIED SALARIES		55,196
3000	EMPLOYEE BENEFITS		37,134
7900	RESERVE FOR CONTINGENCIES	92,330	
		<hr/>	<hr/>
Total Reference B024793		\$92,330	\$92,330
Reason:	Special Project Adjustment		
Description:	AdmSecty psn Req#CL18-1231		
B024802	12/05/18		
1000	ACADEMIC SALARIES	5,000	
3000	EMPLOYEE BENEFITS	1,093	
4000	SUPPLIES & MATERIALS	907	
5000	OTHER OPERATING EXP & SERVICES	32,370	
6000	CAPITAL OUTLAY		39,370
		<hr/>	<hr/>
Total Reference B024802		\$39,370	\$39,370
Reason:	Special Project Adjustment		
Description:	Automatn Lab Prjct		
B024811	12/05/18		
2000	CLASSIFIED SALARIES		124,571
3000	EMPLOYEE BENEFITS		60,480
4000	SUPPLIES & MATERIALS		557
5000	OTHER OPERATING EXP & SERVICES	185,608	
		<hr/>	<hr/>
Total Reference B024811		\$185,608	\$185,608
Reason:	Special Project Adjustment		
Description:	KeyTIntAdm/SctStrgyFisAgnt		
B024828	12/12/18		
4000	SUPPLIES & MATERIALS		27,493
6000	CAPITAL OUTLAY	27,493	
		<hr/>	<hr/>
Total Reference B024828		\$27,493	\$27,493
Reason:	Special Project Adjustment		
Description:	SWP TV/Video purch bid item #1346 Canon Cameras		

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

From 11/26/2018 To 01/02/2019

Board Meeting on 01/03/2019

BUDGET TRANSFERS		From	To
B024889	12/18/18		
1000	ACADEMIC SALARIES		13,574
2000	CLASSIFIED SALARIES		10,839
3000	EMPLOYEE BENEFITS		17,648
5000	OTHER OPERATING EXP & SERVICES	42,061	
Total Reference B024889		\$42,061	\$42,061
Reason:	Special Project Adjustment		
Description:	Adjs 18/19 RegYrEqtyBgt		
B024917	01/02/19		
1000	ACADEMIC SALARIES		74,273
2000	CLASSIFIED SALARIES	39,643	
3000	EMPLOYEE BENEFITS	34,694	
4000	SUPPLIES & MATERIALS		654
5000	OTHER OPERATING EXP & SERVICES		598
6000	CAPITAL OUTLAY	1,188	
Total Reference B024917		\$75,525	\$75,525
Reason:	Special Project Adjustment		
Description:	SAC NON-CR SSSP BGT 18/19		
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
B024772	12/03/18		
6000	CAPITAL OUTLAY		233
7900	RESERVE FOR CONTINGENCIES	233	
Total Reference B024772		\$233	\$233
Reason:	Adjustment		
Description:	Purch vacuums		
<u>Fund 41: Capital Outlay Projects Fund</u>			
B024842	12/13/18		
6000	CAPITAL OUTLAY		25,000
7900	RESERVE FOR CONTINGENCIES	25,000	
Total Reference B024842		\$25,000	\$25,000
Reason:	Special Project Adjustment		
Description:	Allc fds Othr Cntrctd svcs		
<u>Fund 71: Associated Students Fund</u>			
B024863	12/14/18		
2000	CLASSIFIED SALARIES		58,031
3000	EMPLOYEE BENEFITS		38,037
7900	RESERVE FOR CONTINGENCIES	96,068	
Total Reference B024863		\$96,068	\$96,068
Reason:	Special Project Adjustment		
Description:	Fnd new psn Rorg#1129 FullTime		
B024864	12/14/18		
2000	CLASSIFIED SALARIES		43,243
3000	EMPLOYEE BENEFITS		3,753
7900	RESERVE FOR CONTINGENCIES	46,996	
Total Reference B024864		\$46,996	\$46,996
Reason:	Special Project Adjustment		
Description:	Fnd new psns:Rorg1129 p/t Stdt Svcs Spclst		

BUDGET INCREASES AND DECREASES

Revenue Appropriation

Fund 12: General Fund Restricted

4.2 (4)

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

From 11/26/2018 To 01/02/2019

Board Meeting on 01/03/2019

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B024764	12/03/18		
8600	STATE REVENUES	200,000	
2000	CLASSIFIED SALARIES		126,449
3000	EMPLOYEE BENEFITS		58,553
4000	SUPPLIES & MATERIALS		806
5000	OTHER OPERATING EXP & SERVICES		14,192
Total Reference B024764		\$200,000	\$200,000
Reason:	Special Project Adjustment		
Description:	KeyTalentAqsn&SctrStrgy FscI Agnt Tsfr \$200k:DptySctrNvgtr (DSN) Bsns&Entrprnshp		
B024765	12/03/18		
8600	STATE REVENUES	100,000	
2000	CLASSIFIED SALARIES		75,964
3000	EMPLOYEE BENEFITS		24,036
Total Reference B024765		\$100,000	\$100,000
Reason:	New Budget		
Description:	18/19 NEWB GoBiz TAEP		
B024771	12/03/18		
8600	STATE REVENUES	(200,000)	
5000	OTHER OPERATING EXP & SERVICES		(200,000)
Total Reference B024771		\$(200,000)	\$(200,000)
Reason:	Special Project Adjustment		
Description:	KeyTIntAdmn&SctrStrgyFscI Agnt Tx SAC for DptySctrNavgtr Bsn		
B024795	12/04/18		
8600	STATE REVENUES	(1,793)	
1000	ACADEMIC SALARIES		45,816
2000	CLASSIFIED SALARIES		35,948
3000	EMPLOYEE BENEFITS		23,032
4000	SUPPLIES & MATERIALS		(337)
5000	OTHER OPERATING EXP & SERVICES		(106,252)
Total Reference B024795		\$(1,793)	\$(1,793)
Reason:	New Budget		
Description:	SP2230 DSPS-SAC		
B024849	12/13/18		
8100	FEDERAL REVENUES	300,000	
2000	CLASSIFIED SALARIES		185,012
3000	EMPLOYEE BENEFITS		99,663
5000	OTHER OPERATING EXP & SERVICES		15,325
Total Reference B024849		\$300,000	\$300,000
Reason:	New Budget		
Description:	NEWB 18/19 SBA 2019		
B024878	12/17/18		
8100	FEDERAL REVENUES	33,990	
6000	CAPITAL OUTLAY		33,990
Total Reference B024878		\$33,990	\$33,990
Reason:	Special Project Adjustment		
Description:	Add fds:prior yr rev acct EquipFedPgm		

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

From 11/26/2018 To 01/02/2019

Board Meeting on 01/03/2019

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B024907	12/20/18		
8600	STATE REVENUES	26,745	
2000	CLASSIFIED SALARIES		15,295
3000	EMPLOYEE BENEFITS		11,450
Total Reference B024907		\$26,745	\$26,745
Reason:	Special Project Adjustment		
Description:	Adjstms 18/19 3SP PJ2415		
B024913	12/20/18		
8600	STATE REVENUES	(66,896)	
1000	ACADEMIC SALARIES		16,896
2000	CLASSIFIED SALARIES		9,427
3000	EMPLOYEE BENEFITS		(21,228)
5000	OTHER OPERATING EXP & SERVICES		(71,991)
Total Reference B024913		\$(66,896)	\$(66,896)
Reason:	Special Project Adjustment		
Description:	adjstmt exstg 18/19 3sp pj2412		
B024916	01/02/19		
8600	STATE REVENUES	12,066	
1000	ACADEMIC SALARIES		48,324
2000	CLASSIFIED SALARIES		(43,347)
3000	EMPLOYEE BENEFITS		7,089
Total Reference B024916		\$12,066	\$12,066
Reason:	Special Project Adjustment		
Description:	Adjst's exstg 18/19 3SP PJ2417		

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: January 14, 2019
Re: Approval to Hire Independent Audit Firm	
Action: Request to Approve	

BACKGROUND

Education Code Section 84040 states that “the governing board of each community college district shall provide for an annual audit of all funds, books, and accounts of the district in accordance with regulations of the board of governors. The audit shall be made by certified public accountants licensed by the California Board of Accountancy.” Board Policy 6400 states that the Board “shall cause a Request for Proposal (RFP) of auditing services to be issued for the recruitment of an independent auditor for a contract term of no more than three (3) years”. California Code of Regulations Title 5, section 59102 states that “Arrangements for annual audits for any fiscal year as required by Section 84040 of the Education Code shall be made final no later than May 1 proceeding that fiscal year.”

ANALYSIS

At the Board Fiscal/Audit Review Committee on November 20, 2018, the committee discussed and recommended contracting with Vavrinek, Trine, Day & Co., LLP to assist the District with independent auditing services for the 2018-19 audit. During the fall of 2019, the District will issue a new RFP for an independent auditor for the next three year cycle. The following table lists the costs for the 2018-19 contract:

District Entity	2018-19
District Audit	\$90,600
Rancho Santiago CCD Foundation	\$6,100
Santiago Canyon College Foundation	\$9,300
Santa Ana College Foundation	\$12,100
Measure Q Bond Financial & Performance Audits	\$10,200
Total Cost	\$128,300

RECOMMENDATION

It is recommended that the Board of Trustees approve the hiring of Vavrinek, Trine, Day & Co., LLP for auditing services for the 2018-19 fiscal year audit and authorize the Vice Chancellor of Business Operations/Fiscal Services to enter into the contract agreement on the District’s behalf as presented.

Fiscal Impact: \$128,300	Board Date: January 14, 2019
Prepared by: Adam M. O’Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Agreement with Architecture 9 PLLLP - On-Call Architectural Design Services for Various Facility Improvement Projects District-Wide	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for on-call architectural design services for various facility improvement projects throughout the District. In order for the District to be able to timely evaluate and assess scope of work that is urgent due to fire life safety or other imminent investigations that are required, District staff is in need of having assistance from a licensed architect. The District has had to undertake and address a variety of projects, campus requests, and requests from other entities which requires District staff to evaluate, investigate and develop project scope of work in a proper manner to determine the necessary requirements should the project proceed. In order to streamline the planning and design process, the District has previously utilized architectural firms on an on-call basis and is in need of adding additional architects who can respond in a timely fashion.

ANALYSIS:

The District desires to enter into a new agreement with an additional architectural firm to continue projects in progress or about to begin due to the recent increase in college requested work that requires architectural services. The District currently has agreements with three of the twenty-one firms on the District’s prequalified list for on-call architectural services: Lionakis, Lentz Morrissey Architects, Inc. and SVA Architects, Inc. Some of the firms are not able to accommodate on-call service requests at the same time due to timing and workload. A screening panel convened and reviewed the qualifications of the remaining firms on the District’s prequalified list. The screening panel recommends Architecture 9 PLLLP by consensus based upon a thorough review and the culmination of their RFQ response, experience, team members, current availability, ability to respond in a timely manner, and competitive hourly rates for the duration of the contract. It is recommended that the District enter into an agreement with Architecture 9 PLLLP for architectural design services.

The services covered by this agreement shall commence January 15, 2019 and end December 31, 2021. The contract is a total not-to-exceed fee of \$97,500.00, including \$2,500 in reimbursable expenses. The District has reviewed the fee and it is reasonable and within industry standards.

This project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Architecture 9 PLLLP for on-call architectural design services for various facility improvement projects district-wide as presented.

Fiscal Impact:	\$97,500 (includes reimbursables)	Board Date: January 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/14/2019

Project: On-Call Architect

Site: **District-Wide**

Consultants: **Architecture 9 PLLLP**

Type of Service: Architectural Design Services

Agreement Summary	Amount	Reimbursables	Start	Duration	
					End
Original Contract Amount	\$95,000.00	\$2,500.00	1/15/2019		12/31/2021
Total Agreement Amount	\$97,500.00				

AGREEMENT No: 0324.00/DESCRIPTION:

This agreement #0324.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$97,500.00**

Contract End Date: **12/31/2021**

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Agreement with Architectural Testing, Inc. – Building Enclosure Commissioning Services for the Johnson Student Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for building enclosure commissioning (“BECx”) services for the Johnson Student Center at Santa Ana College. The District previously procured BECx services with the firm 3QC, Inc., (approved by the Board of Trustees on November 30, 2018), but recently terminated their agreement without cause due to loss of key project personnel and lack of qualified replacement personnel. The project is currently in construction and replacement of these services is required to avoid causing delay impacts to the contractor’s currently scheduled activities before major construction activities begin. It is recommended that the District enter into an agreement with Architectural Testing, Inc. for the Johnson Student Center at Santa Ana College.

BECx is a quality-oriented process implemented to provide a building enclosure that meets (and most times, exceeds) owner’s project requirements. Building enclosure includes all materials, components, systems and assemblies intended to provide shelter and environmental separation between interior and exterior. Building enclosure systems are complicated and require review by specialized professionals to ensure systems are properly detailed and specified, proper material fabrication methodologies are implemented (improves material longevity), systems are properly installed on-site, and the systems are meeting the specified performance criteria post installation. Having these professional services on the project seeks to mitigate water intrusion problems, ensures the building enclosure systems are constructible, durable, serviceable, reduce energy waste, and helps avoid issues post occupancy.

ANALYSIS:

A Request for Proposal (RFP) #1819-229 for BECx services for the Science Center and the Health Science Building at Santa Ana College was solicited on November 30, 2018 to five recommended firms with a due date of December 7, 2018. The District received three proposals including Allana Buick & Bers, Inc. (Irvine); Architectural Testing, Inc. (Lake Forest); and Simpson Gumpertz & Heger, Inc. (Los Angeles). A selection panel reviewed the proposals on December 10, 2018 and interviewed Architectural Testing, Inc. and Simpson Gumpertz & Heger, Inc. on December 11, 2018. The panel reviewed the timeliness and completeness of responses; technical qualifications and competence; record of past performance; approach to work; ability to meet the anticipated schedule; and the ability to resource the project appropriately with cost control measures. After thorough review, the panel recommends Architectural Testing, Inc. by consensus based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, reference checks, approach to the project, fee, knowledge, and ability to meet the anticipated schedule. Subsequently, the committee collectively agreed to request an additional proposal for the Johnson Student Center from Architectural Testing, Inc. for similar BECx services. On December 18, 2018, the District

received the proposal for the Johnson Student Center and after thorough review, the panel recommends Architectural Testing, Inc. by consensus for the same reasons listed above.

The services covered by this agreement shall commence on January 15, 2019 and end June 30, 2021. The agreement is a fixed fee amount of \$63,850, including \$1,000 in reimbursable expenses. The District has reviewed the fee and finds it reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Architectural Testing, Inc. for building enclosure commissioning services for the Johnson Student Center at Santa Ana College as presented.

Fiscal Impact:	\$63,850	Board Date: January 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/14/19

Project: Johnson Student Center

Site: **Santa Ana College**

Consultants: **Architectural Testing, Inc.**

Type of Service: Building Enclosure Commissioning Services

Agreement Summary	Amount	Reimbursables	Start	Duration End
Original Contract Amount	\$62,850.00	\$1,000.00	1/15/2019	6/30/2021
Total Agreement Amount	\$63,850.00			

AGREEMENT NO: 0327.00/ DESCRIPTION:

This agreement #0327.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$63,850.00**

Contract End Date: **6/30/2021**

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Agreement with Architectural Testing, Inc. – Building Enclosure Commissioning Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for building enclosure commissioning (“BECx”) services for the Russell Hall Replacement (Health Sciences Building) at Santa Ana College. The District previously procured BECx services with the firm 3QC, Inc. (approved by the Board of Trustees on June 11, 2018), but recently terminated their agreement without cause due to loss of key project personnel and lack of qualified replacement personnel. The project is nearing the completion of the 100% construction document phase and expects these plans from the design team in January. Architectural Testing, Inc. will take over the BECx role and will begin with providing a thorough review of the documents, indicating any suggested revisions and/or conflicts the team discovers through their review process, for design team implementation prior to submitting the project to the Division of State Architect for review.

BECx is a quality-oriented process implemented to provide a building enclosure that meets (and most times, exceeds) owner’s project requirements. Building enclosure includes all materials, components, systems and assemblies intended to provide shelter and environmental separation between interior and exterior. Building enclosure systems are complicated and require review by professionals to ensure systems are properly detailed and specified, proper material fabrication methodologies are implemented (improves material longevity), systems are properly installed on-site, and the systems are meeting the specified performance criteria post installation. Having these professional services on the project seeks to mitigate water intrusion problems, ensures the building enclosure systems are constructible, durable, serviceable, and reduce energy waste, and helps avoid issues post occupancy.

ANALYSIS:

A Request for Proposal (RFP) #1819-229 for BECx services for the Russell Hall Replacement (Health Sciences Building) at Santa Ana College was solicited on November 30, 2018 to five recommended firms with a due date of December 7, 2018. The District received three proposals including Allana Buick & Bers, Inc. (Irvine); Architectural Testing, Inc. (Lake Forest); and Simpson Gumpertz & Heger, Inc. (Los Angeles). A selection panel reviewed the proposals on December 10, 2018 and interviewed Architectural Testing, Inc. and Simpson Gumpertz & Heger, Inc. on December 11, 2018. The panel reviewed the timeliness and completeness of responses; technical qualifications and competence; record of past performance; approach to work; ability to meet the anticipated schedule; and the ability to resource the project appropriately with cost control measures. After thorough review, the panel recommends Architectural Testing, Inc. by consensus based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, reference checks, approach to the project, fee, knowledge, and ability to meet the anticipated schedule.

The services covered by this agreement shall commence January 15, 2019 and end December 31, 2022. The agreement is an hourly, not to exceed fee of \$64,260. The District has reviewed the fee and finds it reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Architectural Testing, Inc. for building enclosure commissioning services for the Russell Hall Replacement (Health Sciences Building) at Santa Ana College as presented.

Fiscal Impact:	\$64,260	Board Date: January 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/14/19

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

Consultants: Architectural Testing, Inc.

Type of Service: Building Enclosure Commissioning Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$64,260.00		1/15/2019		12/31/2022
Total Agreement Amount	\$64,260.00				

AGREEMENT NO: 0330.00/ DESCRIPTION:

This agreement #0330.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$64,260.00**

Contract End Date: **12/31/2022**

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Agreement with Sindoni Consulting & Management Services, Inc. – Commissioning Consulting Services for Johnson Student Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement with Sindoni Consulting & Management Services, Inc. for commissioning consulting services for the Johnson Student Center project at Santa Ana College. The District previously procured commissioning services with the firm 3QC, Inc., but recently terminated their agreement without cause due to loss of key project personnel and lack of qualified replacement personnel. The project is currently in construction and replacement of these services is required as soon as possible to avoid causing delay impacts to the contractor's currently scheduled activities on site.

The commissioning agent is a third party quality assurance consultant that will improve the long-term economic performance of the building's mechanical, electrical and plumbing operating systems. The commissioning consultant will review the owner's project requirements; review the basis of design; review all documentation provided by the previous commissioning firm and make any required adjustments; oversee systems installation; perform system functional testing; prepare a final commissioning report; prepare systems manuals; oversee user documentation and training; and provide seasonal testing and trend analysis. Commissioning services are required under Title 24, Part 6, California Energy Code of the California Code of Regulations for all new buildings and major building renovations to verify that the building's energy systems and components meet the owner's project requirements and the energy efficient standards as outlined in the design. Commissioning is also required for a project to achieve LEED Silver equivalency which is a District sustainable requirement.

ANALYSIS:

A Request for Proposal (RFP) #1516-131 for commissioning consulting services for multiple projects, including the Johnson Student Center, Science Center, and Orange Education Center, was released December 12, 2015 to all six pre-qualified firms with a due date of January 15, 2016. The District received six responses from Enovity, Inc. (Irvine), Sindoni Consulting & Management Services, Inc. (Newport Beach), Glumac (Irvine), Farnsworth Group (Claremont), 3QC, Inc. (Newport Beach) and Kitchell (Costa Mesa). A selection committee reviewed the proposals on January 20, 2016. Interviews were held on January 28, 2016 with Sindoni Consulting & Management Services, Inc., Farnsworth, Kitchell, and 3QC. The selection panel

recommended 3QC, Inc. and the Board of Trustees approved their agreement on February 22, 2016, but the District recently terminated the agreement due to loss of key project personnel and lack of qualified replacement personnel. The panel re-reviewed proposals received in 2016 and based on the previous evaluation the District requested Sindoni Consulting & Management Services, Inc. submit an updated proposal for the panel’s consideration and review. After a thorough review and interview with Sindoni Consulting & Management Services, Inc. held on November 30, 2018 the selection panel recommends Sindoni Consulting & Management Services, Inc. for the commissioning services.

The services covered by this agreement shall commence January 15, 2019 and end December 31, 2022. The agreement is a fixed fee amount of \$108,010, including \$1,575 in reimbursable expenses. The District has reviewed the fee and finds it reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Sindoni Consulting & Management Services, Inc. for commissioning consulting services for Johnson Student Center at Santa Ana College as presented.

Fiscal Impact:	\$108,010	Board Date: January 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/14/19

Project: Johnson Student Center

Site: **Santa Ana College**

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

Type of Service: Commissioning Consulting Services

Agreement Summary	Amount	Reimbursables	Start	Duration End
Original Contract Amount	\$106,435.00	\$1,575.00	1/15/2019	12/31/2022
Total Agreement Amount	\$108,010.00			

AGREEMENT NO: 0326.00/ DESCRIPTION:

This agreement #0326.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$108,010.00**

Contract End Date: **12/31/2022**

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Agreement with Sindoni Consulting & Management Services, Inc. – Commissioning Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for commissioning consulting services for the Russell Hall Replacement (Health Sciences Building) project at Santa Ana College. The District previously procured commissioning services with the firm 3QC, Inc., but recently terminated their agreement without cause due to loss of key project personnel and lack of qualified replacement personnel. The project is nearing the completion of the 100% construction document phase and expects these plans from the design team in January. Sindoni Consulting & Management Services, Inc. will begin with providing a thorough review of the documents, and provide comments for the design team prior to submittal of plans to the Division of State Architect (DSA) for review.

The commissioning agent is a third party quality assurance consultant that will improve the long-term economic performance of the building's mechanical, electrical and plumbing operating systems. The commissioning consultant will review the owner's project requirements; review the basis of design; review all documentation provided by the previous commissioning firm and make any required adjustments; oversee systems installation; perform system functional testing; prepare a final commissioning report; prepare systems manuals; oversee user documentation and training; and provide seasonal testing and trend analysis. Commissioning services are required under Title 24, Part 6, California Energy Code of the California Code of Regulations for all new buildings and major building renovations to verify that the building's energy systems and components meet the owner's project requirements and the energy efficient standards as outlined in the design. Commissioning is also required for a project to achieve LEED Silver equivalency which is a District sustainable requirement.

ANALYSIS:

A Request for Proposal (RFP) #1718-209 for commissioning consulting services for the Russell Hall Replacement (Health Sciences Building) project at Santa Ana College was solicited April 20, 2018 to all six pre-qualified firms with a due date of May 7, 2018. The District received three proposals including 3QC, Inc. (Pasadena), Farnsworth Group (Claremont), and Sindoni Consulting & Management Services, Inc. (Newport Beach). A screening panel convened on May 8, 2018 to review the proposals. The panel interviewed all three firms on May 14, 2018. The selection panel recommended 3QC, Inc. and the Board of Trustees approved their agreement

on June 11, 2018, but the District recently terminated the agreement due to loss of key project personnel and lack of qualified replacement personnel. The panel re-reviewed proposals received in 2018 and based on the previous evaluation the District requested Sindoni Consulting & Management Services, Inc. submit an updated proposal for the panel’s consideration and review. After a thorough review and interview with Sindoni Consulting & Management Services, Inc. held on November 30, 2018 the selection panel recommends Sindoni Consulting & Management Services, Inc. for the commissioning services.

The services covered by this agreement shall commence January 15, 2019 and end June 30, 2024. The agreement is a not to exceed fee of \$168,270. The District has reviewed the fee and finds it reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Sindoni Consulting & Management Services, Inc. for commissioning consulting services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College as presented.

Fiscal Impact:	\$168,270	Board Date: January 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/14/19

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

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

Type of Service: Commissioning Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$168,270.00		1/15/2019		6/30/2024
Total Agreement Amount	\$168,270.00				

AGREEMENT NO: 0329.00/ DESCRIPTION:

This agreement #0329.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$168,270.00**

Contract End Date: **6/30/2024**

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Agreement with Sindoni Consulting & Management Services, Inc. – Commissioning Consulting Services for the Science Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement with Sindoni Consulting & Management Services, Inc. for commissioning consulting services for the Science Center project at Santa Ana College. The District previously procured commissioning services with the firm 3QC, Inc., but recently terminated their agreement without cause due to loss of key project personnel and lack of qualified replacement personnel. The project is currently in construction and replacement of these services is required as soon as possible to avoid causing delay impacts to the contractor's currently scheduled activities on site.

The commissioning agent is a third party quality assurance consultant that will improve the long-term economic performance of the building's mechanical, electrical and plumbing operating systems. The commissioning consultant will review of the owner's project requirements; review the basis of design; review all documentation provided by the previous commissioning firm and make any required adjustments; oversee systems installation; perform system functional testing; prepare a final commissioning report; prepare systems manuals; oversee user documentation and training; and provide seasonal testing and trend analysis. Commissioning services are required under Title 24, Part 6, California Energy Code of the California Code of Regulations for all new buildings and major building renovations to verify that the building's energy systems and components meet the owner's project requirements and the energy efficient standards as outlined in the design. Commissioning is also required for a project to achieve LEED Silver equivalency which is a District sustainable requirement.

ANALYSIS:

A Request for Proposal (RFP) #1516-131 for commissioning consulting services for multiple projects, including the Johnson Student Center, Science Center, and Orange Education Center, was released December 12, 2015 to all six pre-qualified firms with a due date of January 15, 2016. The District received six responses from Enovity, Inc. (Irvine), Sindoni Consulting & Management Services, Inc. (Newport Beach), Glumac (Irvine), Farnsworth Group (Claremont), 3QC, Inc. (Newport Beach) and Kitchell (Costa Mesa). A selection committee reviewed the proposals on January 20, 2016. Interviews were held on January 28, 2016 with Sindoni Consulting & Management Services, Inc., Farnsworth, Kitchell, and 3QC. The selection panel recommended 3QC, Inc. and the Board of Trustees approved their agreement on February 22, 2016, but the District recently terminated the agreement due to loss of key project personnel and lack of qualified replacement personnel. The panel re-reviewed proposals received in 2016 and based on the previous evaluation the District requested Sindoni Consulting & Management Services, Inc. submit an updated proposal for the panel's consideration and review. After a thorough review and interview with Sindoni Consulting & Management Services, Inc. held on

November 30, 2018 the selection panel recommends Sindoni Consulting & Management Services, Inc. for the commissioning services.

The services covered by this agreement shall commence January 15, 2019 and end December 31, 2022. The agreement is an hourly, not to exceed fee of \$163,760. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Sindoni Consulting & Management Services, Inc. for commissioning consulting services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	\$163,760	Board Date: January 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/14/19

Project: Science Center

Site: **Santa Ana College**

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

Type of Service: Commissioning Consulting Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$163,760.00		1/15/2019		12/31/2022
Total Agreement Amount	\$163,760.00				

AGREEMENT NO: 0328.00/ DESCRIPTION:

This agreement #0328.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$163,760.00**

Contract End Date: **12/31/2022**

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Amendment to Agreement with Stephen Payte DSA Inspections, Inc. for On-Call Inspector of Record Services for Various Facility Improvement Projects	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for additional on-call Division of State Architect (DSA) project inspection services. On October 24, 2016 the Board of Trustees approved an agreement with Stephen Payte DSA Inspections, Inc. for on-call district-wide inspector of record services. In order for the District to perform inspector of record services for on-going and future small projects, the District desires to have available several on-call firms who can respond timely and have adequate resources to provide services on an as-needed basis. Stephen Payte DSA Inspections, Inc. has provided timely services to the District as one of the on-call inspectors.

As required for all DSA projects, the District must hire a DSA-certified project inspector to ensure the project is constructed in accordance with the DSA approved plans and specifications. The District desires to continue utilizing the consultant and needs to increase the contract amount for on-call services to continue with work on smaller scale capital projects as this provides timely inspection services as needed for the District. To see original agreement, please [click here](#).

ANALYSIS:

The amendment is to increase the contract by \$50,000. The revised total contract amount is \$85,000. Stephen Payte DSA Inspections, Inc. has agreed to retain 2016 hourly rates without an increase. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with Stephen Payte DSA Inspections, Inc. for On-Call Inspector of Record Services for Various Facility Improvement Projects as presented.

Fiscal Impact:	\$50,000	Board Date: January 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/14/19

Project: On-Call Inspector of Record

Site: **District-Wide**

Consultants: **Stephen Payte DSA Inspections, Inc.**

Type of Service: Inspector of Record Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$35,000.00		10/25/2016	12/31/2019
Amendment #1	\$50,000.00			
Total Agreement Amount	\$85,000.00			

AGREEMENT NO: 0217.00/DESCRIPTION:

Amendment #1 for additional inspector of record services

This agreement #0217.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$50,000.00**

Contract End Date: **12/31/2019**

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Agreement with Architecture 9 PLLLP – Architectural/Engineering Design Services for ITS Copper Wire Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural/engineering design services for the Information Technology Services (ITS) copper wire project at Santa Ana College. With the completion of the Central Plant project, the Santa Ana College had installed new twisted pair copper wire to replace the old lines as part of the infrastructure improvements across campus. These copper lines were replaced and then terminated (landed) at 22 buildings on campus at their respective Intermediate Distribution Frame (IDF) rooms or the Building Distribution Frame (BDF) rooms associated with the buildings. The new copper lines provide connectivity to support service for telephone voice systems, emergency telephone lines, elevator telephones, and fax machines. It is the intent of ITS to now abandon the old lines and utilize the new copper lines. The new copper lines are installed at each major building on the campus which are then directly connected back to the campus's main computer communication center located at the Chavez Building (S). Design engineering services are now needed to assist ITS and the college in the transition at each building from the old lines to the new lines and activate the lines in the buildings. The design services will ensure the new twisted pair copper infrastructure lines are properly connected for each building and that the entire system between all buildings is then operational and functional. The design team will also be responsible for preparing any necessary plans and specifications for submittal and approval to the Division of the State Architect (DSA).

ANALYSIS:

A Request for Proposal (RFP) #1819-227 for architectural/engineering design services for the ITS copper wire project at Santa Ana College was solicited on October 23, 2018 to five prequalified architects with a due date of November 13, 2018. The District received three proposals including Architecture 9 PLLLP (Rancho Cucamonga); Little Diversified Architectural Consulting, Inc. (Newport Beach); and Westberg & White Architects, Inc. (Tustin). A screening panel convened on September 20, 2018 to review the proposals and interviewed Architecture 9 PLLLP and Westberg & White Architects, Inc. on November 29, 2018. The selection panel recommends Architecture 9 PLLLP by consensus based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, and fee. The selection was also based on consideration of the project schedule,

familiarity with the scope of work and familiarity with the campus. It is recommended that the District enter into an agreement with Architecture 9 PLLLP for architectural/engineering design services for the ITS copper wire project at Santa Ana College.

The services covered by this agreement shall commence January 15, 2019 and end December 31, 2019. The contract is a total not to exceed fee of \$53,200. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Architecture 9 PLLLP for architectural/engineering design services for ITS copper wire project at Santa Ana College as presented.

Fiscal Impact:	\$53,200	Board Date: January 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/14/19

Project: ITS Copper Wire Project

Site: **Santa Ana College**

Consultants: Architecture 9 PLLLP

Type of Service: Architectural/Engineering Design Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$53,200.00		1/15/2019		12/31/2019
Total Agreement Amount	\$53,200.00				

AGREEMENT NO: 0320.00/ DESCRIPTION:

This agreement #0320.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$53,200.00**

Contract End Date: **12/31/2019**

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Ratification of Agreement with Architectural Testing, Inc. – Building Enclosure Commissioning Services for the Science Center at Santa Ana College	
Action:	Request for Ratification	

BACKGROUND:

This is a new agreement for building enclosure commissioning (“BECx”) services for the Science Center at Santa Ana College. The District previously procured BECx services with the firm 3QC, Inc., (approved by the Board of Trustees on November 30, 2018), but recently terminated their agreement without cause due to loss of key project personnel and lack of qualified replacement personnel. The project is currently in construction and replacement of these services is required to avoid causing delay impacts to the contractor’s currently scheduled activities on site in December. Therefore, this agreement is a ratification of approval, and it is recommended that the District enter into an agreement with Architectural Testing, Inc. for the Science Center at Santa Ana College as there are BECx services that are starting in December and on-going through construction.

BECx is a quality-oriented process implemented to provide a building enclosure that meets (and most times, exceeds) owner’s project requirements. Building enclosure includes all materials, components, systems and assemblies intended to provide shelter and environmental separation between the interior and exterior of the building. Building enclosure systems are complicated and require review by professionals to ensure systems are properly detailed and specified, proper material fabrication methodologies are implemented (improves material longevity), systems are properly installed on-site, and the systems are meeting the specified performance criteria post installation. Having these professional services on the project seeks to mitigate water intrusion problems, ensures the building enclosure systems are constructible, durable, serviceable, and reduce energy waste, and helps avoid issues post occupancy.

ANALYSIS:

A Request for Proposal (RFP) #1819-229 for BECx services for the Science Center at Santa Ana College was solicited on November 30, 2018 to five recommended firms with a due date of December 7, 2018. The District received three proposals including Allana Buick & Bers, Inc. (Irvine); Architectural Testing, Inc. (Lake Forest); and Simpson Gumpertz & Heger, Inc. (Los Angeles). A selection panel reviewed the proposals on December 10, 2018 and interviewed Architectural Testing, Inc. and Simpson Gumpertz & Heger, Inc. on December 11, 2018. The panel reviewed the timeliness and completeness of responses; technical qualifications and competence; record of past performance; approach to work; ability to meet the anticipated schedule; and the ability to resource the project appropriately with cost control measures. After thorough review, the panel recommends Architectural Testing, Inc. by consensus based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, reference checks, approach to the project, fee, knowledge, and ability to meet the anticipated schedule.

The services covered by this agreement commenced December 18, 2018 and end June 30, 2020. The agreement is an hourly, not to exceed fee of \$54,290. The District has reviewed the fee and finds it reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees ratify the agreement with Architectural Testing, Inc. for building enclosure commissioning services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	\$54,290	Board Date: January 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/14/19

Project: Science Center

Site: **Santa Ana College**

Consultants: Architectural Testing, Inc.

Type of Service: Building Enclosure Commissioning Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$54,290.00		12/18/2018		6/30/2020
Total Agreement Amount	\$54,290.00				

AGREEMENT NO: 0325.00/ DESCRIPTION:

This agreement #0325.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$54,290.00**

Contract End Date: **6/30/2020**

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Ratification of Agreement with MTGL, Inc. – Geotechnical Testing, Special Inspections, and Environmental Consultant Services for the Johnson Student Center at Santa Ana College	
Action:	Request for Ratification	

BACKGROUND:

This is a new agreement for geotechnical testing, special inspections, and soil import/export testing consulting services for the construction of the Johnson Student Center at Santa Ana College. Geotechnical testing and inspection services are required by the California Administrative Code (Title 24, Part 1) during the construction phase. The Division of State Architect (DSA) Form 103, Listing of Structural Tests and Special Inspections, summarizes the geotechnical tests and inspections required for the project. The geotechnical tests and special inspections noted on the form are those that will be performed by the Geotechnical Engineer of Record. MTGL, Inc. will become the new geotechnical engineer of record as the prior consultant recently informed the District that they cannot continue in the second phase of work during construction because they now decline to execute the District's Community and Student Workforce Agreement (CSWPA). The agreement with MTGL, Inc. is for oversight of geotechnical soils testing, soils inspection requirements, and environmental soils testing during construction activities and due to this change in consultant, the District had to undertake a new Request for Proposals (RFP) and ratify the agreement as the consultant was needed for the start of construction in December. A separate consultant will perform special inspector and laboratory of record tests.

ANALYSIS:

A Request for Proposal (RFP) #1819-228 for geotechnical testing, special inspections, and environmental consultant services for Johnson Student Center at Santa Ana College was solicited on November 2, 2018 to nine pre-qualified firms with a due date of November 28, 2018. The District received six proposals including Converse Consultants (Costa Mesa); Koury Engineering & Testing, Inc. (Chino); MTGL, Inc. (Anaheim); Ninyo & Moore Geotechnical & Environmental Sciences Consultants (Irvine); Petra Geosciences, Inc. (Costa Mesa); and Terracon Consultants, Inc. (Tustin). A selection panel reviewed the proposals on November 29, 2018. The panel selected MTGL, Inc. on November 29, 2018. The panel reviewed the timeliness and completeness of responses; technical qualifications and competence; record of past performance; approach to work; ability to meet the anticipated schedule; and the ability to resource the project appropriately with cost control measures. After thorough review, the panel recommends MTGL, Inc. by consensus based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, reference checks, approach to the project, fee, knowledge, ability to meet the anticipated schedule, and experience with the District's Community and Student Workforce Project Agreement (CWSPA).

The services covered by this agreement commenced December 6, 2018 and end June 30, 2021. The agreement is an hourly, not to exceed fee of \$127,100.00, which includes \$1,000 in reimbursable expenses. The District has reviewed the fee and finds it reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees ratify the agreement with MTGL, Inc. for geotechnical testing, special inspections, and environmental consultant services for the Johnson Student Center at Santa Ana College as presented.

Fiscal Impact:	\$127,100 (includes reimbursables)	Board Date: January 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/14/19

Project: Johnson Student Center

Site: **Santa Ana College**

Consultants: **MGTL, Inc.**

Type of Service: Geotechnical Testing, Special Inspections, and Environmental Consultant Services

Agreement Summary	Amount	Reimbursables	Start	Duration End
Original Contract Amount	\$126,100.00	\$1,000.00	12/6/2018	6/30/2021
Total Agreement Amount	\$127,100.00			

AGREEMENT NO: 0323.00/ DESCRIPTION:

This agreement #0323.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$127,100.00**

Contract End Date: **6/30/2021**

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Reject all Bids for Bid #1359 – Child Development Center Painting and Maintenance Phase 2 at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a recommendation for the rejection of Bid #1359 – Child Development Center Painting and Maintenance Phase 2 at Santa Ana College. The project was requested by the Child Development Center. The classrooms in buildings 400 and 500 at the Child Development Center have not been remodeled since their original construction in 2010. This project includes painting of the interior walls, replacing the sand box cover in the playground area, and adding additional exterior LED lighting wall packs. The scope also includes removal of all existing items from the interior walls and relocation of the furniture to provide full access to all walls for painting.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1359 for Child Development Center Painting and Maintenance at Santa Ana College was advertised and a Notice of Inviting Bids was sent to 92 contractors from the District's qualified contractor's list on November 9, 2018.

A mandatory job walk was conducted on November 15, 2018, and there were eleven attendees. Bids were opened on November 28, 2018 as noted on the attached bid summary. The District received seven bids for the project. The four lowest bidders were deemed non-responsive due to their failure to submit a bid bond as required.

The District recommends rejecting all bids at this time. Staff is currently re-evaluating the scope of work, the budget, and construction schedule, and does not recommend awarding the bid at this time. Per Board Policy 6603, regarding Informal Bidding Procedures, The Vice Chancellor of Business Operation/Fiscal Services has rejected all bids under the authority of CUPCCAA.

RECOMMENDATION:

It is recommended that the Board of Trustees reject all bids for Bid #1359 – Child Development Center Painting and Maintenance Phase 2 at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: January 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Facility Planning, District Construction and Support Services
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640

BID SUMMARY

BID #1359

PROJECT: Child Development Center Painting & Maintenance
Phase 2 at Santa Ana College

TIME: 2:00 P.M.

DATE: November 28, 2018

REJECT ALL BIDS

BIDDERS	TOTAL BASE BID AMOUNT
De La Torre Commercial Interiors, Incorporated 134 West Lincoln Avenue Orange, CA 92865	\$14,935 *Non-responsive
Sol Source, Incorporated dba DC Construction Management 26791 Pariso Drive Mission Viejo, CA 92691	\$22,325 *Non-responsive
Newbuild Construction and Restoration, Incorporated 625 West Katella Avenue, Suite 27 Orange, CA 92867	\$23,800 *Non-responsive
A2Z Construct, Incorporated P.O. Box 80425 Rancho Santa Margarita, CA 92688	\$24,000 *Non-responsive
CTG Construction, Incorporated dba C.T. Georgiou Painting Company 433 Lecouvreur Avenue Wilmington, CA 90744	\$24,500
Painting & Decor, Incorporated P.O. Box 5926 Orange, CA 92863	\$28,900
A J Fistes Corporation 2214 Atlantic Avenue Long Beach, CA 90806	\$28,950

7 TOTAL BIDDERS

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Reject all Bids for Bid #1360 – Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an approval for the rejection of Bid #1360 Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College. This barrier removal project is one of several large projects created to address the Blaser settlement deficiency items and associated due dates. The project is dual funded by Scheduled Maintenance and Capital Outlay funds. The project is the replacement of the existing, non-accessible paper towel dispensers in Buildings D, E, G, H, L, SC, T and Concession Stand (CS). The existing dispensers will be replaced with electric dispensers and hand dryers, which will be mounted at accessible heights. The project has received Division of the State Architect (DSA) approval. The schedule for this project is currently under review due to the proposed rejection of all bids.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1360 Barrier Removal Exterior Paper Towel Dispenser Replacement at Santiago Canyon College was advertised in the Orange County Register on November 18, 2018 and November 25, 2018. A Notice Inviting Formal Bids was sent to 93 contractors from the District's qualified contractor's list on November 16, 2018.

A mandatory job walk was conducted on November 26, 2018, and there were eight attendees. Bids were opened on December 4, 2018 as noted on the attached bid summary. The District received two bids for the project. Upon review of both bids, the District recommends rejection of all bids due to low bidder turnout. Staff is currently re-evaluating the scope of work, the budget, and construction schedule, and does not recommend awarding the bid at this time.

RECOMMENDATION:

It is recommended that the Board of Trustees reject all bids for Bid #1360 for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: January 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Facility Planning, District Construction and Support Services
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640

BID SUMMARY

BID #1360	PROJECT: Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College	TIME: 2:00 P.M. DATE: December 4, 2018
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REJECT ALL BIDS

BIDDERS	TOTAL BASE BID AMOUNT
A2Z Construct, Incorporated P.O. Box 80425 Rancho Santa Margarita, CA 92688	\$167,000
Newbuild Construction and Restoration, Incorporated 625 West Katella Avenue, Suite 27 Orange, CA 92867	\$327,000

2 TOTAL BIDDERS

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

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Agreement with Cambridge West Partnership, LLC for IT Consulting Services	
Action:	Request for Approval	

BACKGROUND

The Information Technology Services (ITS) Department has identified a number of opportunities which includes IT Governance process, for improving its delivery of support services to the Rancho Santiago Community College District, its colleges and centers. The IT Governance process which consists of IT project management, software acquisition standards and software development processes provides a structure for aligning IT strategy with the District's business strategy and by following a formal framework.

ANALYSIS

ITS contacted a number of consultants to request proposals for assessments in IT Governance, Project Management and Software Development standards. Cambridge West Partnership was the most qualified firm that could cover the entire scope of the assessment as requested by the District and specializes in providing these services for California Community Colleges at the most competitive rate. CWP's proposal includes a performance assessment of existing ITS processes with emphasis on comparing best practices at similar California Community Colleges and providing recommendations for improvement in order to better meet the needs of students, faculty and staff districtwide.

The District would like to enter into an agreement with Cambridge West Partnership, LLC (CWP) for consulting services. The assessment and evaluation services engagement has a one-time cost not to exceed \$63,000. This project is anticipated to be completed by June 30, 2019. However, based on the findings, the project scope of work and expected date of completion may change upon mutual agreement of both parties.

This project will be funded by the ITS operational budget.

RECOMMENDATION

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

Fiscal Impact:	\$63,000	Board Date: January 14, 2019
Prepared by:	Jesse Gonzalez, Assistant VC of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CONTRACT AGREEMENT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND CAMBRIDGE WEST PARTNERSHIP, LLC

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

WHEREAS, DISTRICT desires to obtain special services (SERVICES) to assist Rancho Santiago Community College District with IT Governance and other projects, as described in “project proposal” attached hereto; and

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

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I: CONTRACTOR’S SERVICES AND RESPONSIBILITIES

1. CONTRACTOR shall timely and competently provide those SERVICES set forth in ATTACHMENT 1 of this AGREEMENT.

2. CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. CONTRACTOR agrees it shall take all special precautions necessary to protect the CONTRACTOR’S employees, DISTRICT’S employees, and members of the public from risk of harm arising out the nature of the work.

3. CONTRACTOR consents to use of CONTRACTOR’S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

ARTICLE II: COMPENSATION

1. DISTRICT agrees to pay the CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT. District will be billed at \$175 an hour for 360 hours. Total contract not to exceed \$63,000.00. Printing (if requested) will be billed separately.

2. CONTRACTOR shall bill the DISTRICT on milestone completions. Billing shall include necessary support sufficient to satisfy the requirements of the DISTRICT. Invoices shall include information that shows progress billing and percentage of phase or phases completed to date of billing.

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

ARTICLE III: TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date of execution by the PARTIES, with CONTRACTOR'S SERVICES to commence on or about December 11, 2018. All SERVICES shall be completed by no later than June 30th, 2019 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

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

ARTICLE IV: INDEMNITY AND INSURANCE

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

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

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

ARTICLE V: INDEPENDENT CONTRACTOR

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

ARTICLE VI: MISCELLANEOUS PROVISIONS

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

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

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

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

4. Time is of the essence for this AGREEMENT.

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

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

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

TO DISTRICT:

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

TO CONTRACTOR:

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

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

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

DISTRICT

CAMBRIDGE WEST PARTNERSHIP, LLC

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



C.M. Brahmbhatt, Managing Director

Dated: _____

Federal ID No. 20-5500381 12/11/18
Dated: _____



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
IT Governance/Project Management/IT Processes Review

PROJECT PROPOSAL

Cambridge West Partnership, LLC (CWP) is pleased to provide a proposal to assist Rancho Santiago Community College District with review of IT Governance, IT Project Portfolio Management, IT Project Management, Software Acquisition processes, Programming Standards, Change Management process, DevOps readiness and related processes to improve system development and deployment to better meet the needs of students and staff in the District. The focus is to work directly with the Information Technology Services department and assist all related District/college committees to evaluate these areas and recommend improvements. 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. Diagram of current and recommended IT Governance processes
2. Develop recommendations for improvement of IT project portfolio management, feasibility of establishing a Project Management Office, software acquisition and IT Governance processes
3. Develop example best practice programming standards
4. Develop recommendations regarding change management processes
5. Develop detailed evaluation of DevOps current state maturity
6. Develop prioritized recommendations list to increase and improve DevOps maturity in the organization

We anticipate completing this project in 360 hours at the technology services rate of \$ 175.00 per hour or a total not to exceed \$63,000. Actual hours will be billed. Printing (if requested) will be billed separately.

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

Purchase Order List

11/11/2018 thru 12/08/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-B0001547	11/14/2018	79	Auxiliary Services Office	Non-Instructional Supplies	DON BOOKSTORE	2,425.00
19-B0001548	11/15/2018	79	Auxiliary Services Office	Non-Instructional Supplies	EDUCATIONAL TESTING SVC	225.00
19-B0001550	11/16/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	SMART & FINAL	400.00
19-B0001551	11/19/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	DELL COMPUTER	129.29
19-B0001552	11/30/2018	43	Facility Planning Office	Bldg Impr - Contractor Svcs	MCCARTHY BLDG CO INC	47,264,263.00
19-P0054507	11/13/2018	11	Operations	Trash Disposal	CERTIFIED ENTERPRISES, INC.	800.00
19-P0054508	11/13/2018	12	Automotive Technology/Engine	Instructional Supplies	CARQUEST AUTO PARTS	700.00
19-P0054509	11/13/2018	12	Fine & Performing Arts Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	600.00
19-P0054510	11/13/2018	12	LA/OC Regional Consortia	Food and Food Service Supplies	SMART & FINAL	132.00
19-P0054511	11/13/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	ARAMEXX GROUP INC	35,290.00
19-P0054512	11/13/2018	12	ULINK	Transportation - Student	GOLD COAST TOURS	1,152.88
19-P0054513	11/13/2018	33	EHS Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	800.00
19-P0054514	11/13/2018	12	Public Affairs/Gov Rel Office	Advertising	HAGGARTY PRINTING INC	609.11
19-P0054515	11/13/2018	12	Art Gallery	Instructional Supplies	HOME DEPOT	400.00
19-P0054516	11/13/2018	12	Reprographics	Instructional Supplies	CONNIE L. JIMENEZ	38.09
19-P0054517	11/13/2018	12	Outreach	Food and Food Service Supplies	JAY'S CATERING	2,304.59
19-P0054518	11/13/2018	12	Continuing Education Division	Contracted Services	D4 SOLUTIONS INC.	5,469.09
19-P0054519	11/13/2018	11	Digital Media Center	Contracted Services	TROPICAL PLAZA NURSERY	600.00
19-P0054521	11/14/2018	12	Student Equity	Food and Food Service Supplies	JAY'S CATERING	270.50
19-P0054522	11/14/2018	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	AMAZON COM	77.08
19-P0054523	11/14/2018	12	Admin Services Office	Instructional Supplies	COMPUTERLAND OF SILICON VALLEY	65.00
19-P0054524	11/14/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	KAI ATHLETIC	1,222.60
19-P0054525	11/14/2018	12	Chemistry	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	1,696.26
19-P0054526	11/14/2018	12	Counseling	Non-Instructional Supplies	AMAZON COM	113.13
19-P0054527	11/14/2018	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	9,165.48
19-P0054528	11/14/2018	12	SAC Continuing Ed-Instruction	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	2,000.00
19-P0054529	11/14/2018	12	Chemistry	Instructional Supplies	SIGMA ALDRICH INC	1,881.73
19-P0054530	11/14/2018	11	Pharmacy Technology	Inst Dues & Memberships	JOHN S. ROSS JR	65.00
19-P0054531	11/14/2018	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	733.09
19-P0054532	11/14/2018	12	Continuing Education Division	Non-Instructional Supplies	DENNIS JAMES CLEEK	5,000.00
19-P0054533	11/14/2018	12	Upward Bound	Software License and Fees	HEIBERG CONSULTING INC	1,749.00
19-P0054534	11/14/2018	12	Student Support Services	Software License and Fees	HEIBERG CONSULTING INC	901.00
19-P0054535	11/14/2018	12	DSPS Office	Conference Expenses	CHABOT-LAS POSITAS COMMUNITY COLLEG	75.00
19-P0054536	11/14/2018	12	Pharmacy Technology	Software Support Service	ACCU-CHART PLUS HEALTH CARE SYSTEMS INC	200.00
19-P0054537	11/14/2018	12	Career Education Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,192.03
19-P0054538	11/14/2018	12	Communications	Instructional Supplies	B & H PHOTO VIDEO INC	107.48
19-P0054539	11/14/2018	12	Art	Instructional Supplies	DRAFTINGSTEALS	948.24

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0054540	11/14/2018	12	Art	Instructional Supplies	PICKWICK PAPER PRODUCTS INC	257.95
19-P0054541	11/14/2018	12	Art	Instructional Supplies	JAMES H MCINNIS	1,943.02
19-P0054542	11/14/2018	12	Art	Instructional Supplies	B & H PHOTO VIDEO INC	316.14
19-P0054543	11/15/2018	12	Small Business Dev Ctr Office	Contracted Services	INTERNATIONAL TRADE EDUCATION PROGRAMS, INC.	12,500.00
19-P0054544	11/15/2018	12	Small Business Dev Ctr Office	Food and Food Service Supplies	CRAVE RESTAURANT GROUP, LLC	1,211.54
19-P0054545	11/15/2018	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	3,098.58
19-P0054546	11/15/2018	11	Continuing Education Division	Non-Instructional Supplies	LOCTEK ERGONOMIC	814.55
19-P0054547	11/15/2018	11	Business Operations' Office	Inst Dues & Memberships	SCHOOL SVCS OF CALIF INC	3,420.00
19-P0054548	11/15/2018	12	Upward Bound	Food and Food Service Supplies	LAKYSHIA M. PEREZ	800.00
19-P0054549	11/15/2018	33	CDC Centennial Education Ctr	Food and Food Service Supplies	WELLS FARGO BANK	198.32
19-P0054550	11/15/2018	12	Student Equity	Conference Expenses	SCOTT S. JAMES	1,144.75
19-P0054551	11/15/2018	12	Talent Search	Transportation - Student	CERTIFIED TRANSPORTATIONS	497.64
19-P0054552	11/15/2018	12	Biology	Equip-All Other >\$1,000<\$5,000	VWR FUNDING INC	3,640.86
19-P0054553	11/15/2018	12	Digital Media Center	Contracted Services	CLIMATEC LLC	2,597.90
19-P0054554	11/15/2018	61	Risk Management	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	180.68
19-P0054555	11/15/2018	12	Computer Science	Equip-All Other >\$1,000<\$5,000	ROBOT LAB INC	11,536.07
19-P0054556	11/15/2018	11	Publications	Contracted Repair Services	INLAND CUTTER SERVICE INC	854.76
19-P0054557	11/15/2018	11	International Student Program	Contracted Services	WHOLEREN, LLC	5,400.00
19-P0054558	11/15/2018	12	Communications	Instructional Supplies	AMAZON COM	658.56
19-P0054559	11/15/2018	13	Occupational Therapy	Instructional Supplies	WELLS FARGO BANK	495.55
19-P0054560	11/15/2018	12	Continuing Education Division	Books Paid for Students	DON BOOKSTORE	4,266.90
19-P0054561	11/15/2018	11	CJ/Academies	Conference Expenses	ORANGE COUNTY SHERIFF'S	424.00
19-P0054562	11/15/2018	12	Center for Teacher Education	Food and Food Service Supplies	PARADISE BAKERY & CAFE	4,317.30
19-P0054563	11/15/2018	12	Pathways to Teaching	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
19-P0054564	11/15/2018	12	Communications	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	150.00
19-P0054565	11/15/2018	11	Continuing Education Division	Non-Instructional Supplies	IDEAL LIGHTING SUPPLY INC	1,000.00
19-P0054566	11/15/2018	11	Continuing Education Division	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	7,000.00
19-P0054567	11/15/2018	11	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,739.32
19-P0054568	11/15/2018	13	Maintenance	Repair & Replacement Parts	IRVINE PIPE SUPPLY	4,000.00
19-P0054569	11/15/2018	12	Upward Bound	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
19-P0054570	11/15/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	BLICK ART MATERIALS	1,278.45
19-P0054571	11/15/2018	12	Student Support Services	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	445.64
19-P0054572	11/15/2018	12	Art	Instructional Supplies	HOME DEPOT	1,641.53
19-P0054573	11/15/2018	12	Educational Services Office	Conference Expenses	CCLC COMMUNITY COLLEGE LEAGUE	705.00
19-P0054574	11/15/2018	12	Health & Wellness	Software Support Service	POINT AND CLICK SOLUTIONS INC	5,900.00
19-P0054575	11/15/2018	12	Upward Bound	Awards & Incentives	MICHAEL J MACKENZIE	219.97
19-P0054576	11/15/2018	13	Upward Bound	Contracted Services	CHAPMAN UNIVERSITY	4,562.91

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0054577	11/16/2018	12	Center for Teacher Education	Contracted Services	PREMIERE SPEAKERS BUREAU, INC.	8,025.00
19-P0054578	11/16/2018	12	Student Development	Other Exp Paid for Students	SEGERSTROM CENTER FOR THE ARTS	2,965.00
19-P0054579	11/16/2018	11	CJ/Academies	Conference Expenses	ORANGE COUNTY SHERIFF'S	424.00
19-P0054580	11/16/2018	11	Pharmacy Technology	Other Licenses & Fees	ASHP AMERICAN SOCIETY OF HEALTH SYSTEM	2,700.00
19-P0054581	11/16/2018	11	Kinesiology - Intercol Athlet	Software License and Fees	AGILE SPORTS TECHNOLOGIES	497.00
19-P0054582	11/16/2018	12	Counseling	Food and Food Service Supplies	HARKISON	302.50
19-P0054583	11/16/2018	12	Counseling	Food and Food Service Supplies	CRAVE RESTAURANT GROUP, LLC	216.35
19-P0054584	11/16/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	BIOQUIP PRODUCTS INC	297.60
19-P0054585	11/16/2018	12	Chemistry	Instructional Supplies	SIGMA ALDRICH INC	1,496.14
19-P0054586	11/16/2018	12	Biology	Instructional Supplies	MICROTECH SCIENTIFIC	748.34
19-P0054587	11/16/2018	12	Biology	Instructional Supplies	VWR FUNDING INC	604.38
19-P0054588	11/16/2018	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	904.40
19-P0054589	11/16/2018	12	Library Services	Library Books	EBSCO	523.23
19-P0054590	11/16/2018	12	Kinesiology - Physical Educ	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	917.95
19-P0054591	11/16/2018	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	430.95
19-P0054592	11/16/2018	13	Workforce Education	Software License and Fees	WELLS FARGO BANK	73.92
19-P0054593	11/16/2018	12	SAC Continuing Ed-Instruction	Online Training Courses	K2SHARE LLC	475.00
19-P0054594	11/16/2018	12	Orientation/Coord/Training	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	299.59
19-P0054595	11/16/2018	11	Music	Contracted Repair Services	BUI GIAO HARRY Q	200.00
19-P0054596	11/16/2018	12	Talent Search	Contracted Services	TRIED & TRUE TUTORING LLC	6,000.00
19-P0054597	11/16/2018	12	Welding	Instructional Supplies	ZACHARY S. DIAMOND	153.29
19-P0054598	11/16/2018	12	Counseling	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	4,801.47
19-P0054599	11/16/2018	12	Manufacturing Technology	Instructional Supplies	AMAZON COM	609.68
19-P0054600	11/16/2018	12	Counseling	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	4,000.00
19-P0054601	11/16/2018	12	Human Development	Instructional Supplies	LAKESHORE LEARNING MATERIALS	200.00
19-P0054602	11/16/2018	12	Humanities & Social Sci Office	Instructional Supplies	MEDIA EDUCATION FOUNDATION	433.26
19-P0054603	11/16/2018	11	Publications	Non-Instructional Supplies	CANON SOLUTIONS AMERICA, INC	2,121.13
19-P0054604	11/16/2018	12	Biology	Instructional Supplies	JESUS GUARDADO	5,640.80
19-P0054605	11/16/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	789.91
19-P0054606	11/16/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	908.39
19-P0054607	11/16/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	1,261.08
19-P0054608	11/16/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	841.47
19-P0054609	11/16/2018	12	Pathways to Teaching	Instructional Supplies	4 IMPRINT	1,287.53
19-P0054610	11/16/2018	12	Counseling	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	2,597.29
19-P0054611	11/16/2018	12	Pathways to Teaching	Fingerprinting	HWANG MICHAEL	32.00
19-P0054612	11/19/2018	33	EHS Administration	Conference Expenses	CA HEAD START ASSOC.	950.00
19-P0054613	11/19/2018	41	Facility Planning Office	Site Improv - AE Fee	SVA ARCHITECTS, INC	264,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0054614	11/19/2018	12	Ctr for Intl Trade Dev Office	Food and Food Service Supplies	CRAVE RESTAURANT GROUP, LLC	809.41
19-P0054615	11/19/2018	12	Safety & Parking - DO	Contracted Services	OC SPECIAL EVENTS SECURITY, INC.	600.00
19-P0054616	11/19/2018	12	Paralegal	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	4,451.14
19-P0054617	11/19/2018	11	Maintenance	Maint/Oper Service Agreements	JOHN MINNOCK JR	701.25
19-P0054618	11/19/2018	12	Career Ed & Work Dev Office	Non-Instructional Supplies	4 IMPRINT	3,070.05
19-P0054619	11/19/2018	13	CJ/Academies	Non-Instructional Supplies	SITEONE LANDSCAPE SUPPLY HOLDING LLC	1,751.97
19-P0054620	11/19/2018	12	Safety & Parking - DO	Contracted Services	ORANGE COUNTY SHERIFF'S	40.00
19-P0054621	11/19/2018	33	CDC Administration	Other Licenses & Fees	NAEYC	775.00
19-P0054622	11/19/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	XPERA INC	10,960.00
19-P0054623	11/19/2018	41	Facility Planning Office	Site Improv - AE Fee	RIDGE LANDSCAPE ARCHITECTS	6,400.00
19-P0054624	11/19/2018	12	Biology	Instructional Supplies	CDW GOVERNMENT INC.	1,472.04
19-P0054625	11/19/2018	12	Continuing Education Division	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	174.30
19-P0054626	11/19/2018	12	Athletics	Instructional Supplies	SAN JUAN SOCCER INC	1,120.60
19-P0054627	11/19/2018	12	Veterans Resource Center	Other Participant Prog Svc/Exp	NEDERLANDER GROUP SALES L.A.	2,115.00
19-P0054628	11/19/2018	12	Admin Services Office	Instructional Supplies	VERITIV OPERATING COMPANY	2,170.60
19-P0054629	11/19/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	VERSARE SOLUTIONS, LLC	1,279.00
19-P0054630	11/19/2018	12	Music	Instructional Supplies	JW PEPPER & SON INC.	187.45
19-P0054631	11/19/2018	13	Occupational Therapy	Instructional Supplies	OPTP, LLC	219.54
19-P0054632	11/19/2018	12	Career Education Office	Contracted Services	D4 SOLUTIONS INC.	2,172.20
19-P0054633	11/19/2018	11	Counseling	Lease Agreement - Equipment	XEROX CORP	464.06
19-P0054634	11/19/2018	12	Small Business Dev Ctr Office	District Business/Sponsorships	CYPRESS COLLEGE	1,250.00
19-P0054635	11/19/2018	11	Continuing Education Division	Non-Instructional Supplies	DON BOOKSTORE	75.00
19-P0054636	11/19/2018	11	Business Operations' Office	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	9,600.00
19-P0054637	11/20/2018	12	Health & Wellness Center	Conference Expenses	HSACCC HEALTH SVCS ASSOC-	375.00
19-P0054638	11/20/2018	12	Counseling	Non-Instructional Supplies	WELLS FARGO BANK	225.20
19-P0054639	11/20/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	BLICK ART MATERIALS	997.60
19-P0054640	11/20/2018	12	Pathways to Teaching	Inst Dues & Memberships	AACTE	1,000.00
19-P0054641	11/20/2018	12	Distance Education	Advertising	TEAMWORK PROMOTIONAL	5,558.85
19-P0054642	11/20/2018	12	Corporate Training Institute	Contracted Services	EDUCATIONAL TESTING SVC	3,687.50
19-P0054643	11/20/2018	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	933.15
19-P0054644	11/21/2018	11	Business Operations' Office	Reproduction/Printing Expenses	360 INC	612.90
19-P0054645	11/21/2018	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	414.84
19-P0054646	11/21/2018	12	Resource Development	Equip-Mod Furn>\$1,000 < \$5,000	QUALITY OFFICE FURNISHINGS INC	49,622.09
19-P0054647	11/21/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	CHANNING L BETE CO INC	2,082.24
19-P0054648	11/21/2018	12	Kinesiology - Physical Educ	Instructional Supplies	SPORTS ATTACK	249.05
19-P0054649	11/21/2018	12	EOPS	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	2,377.44
19-P0054650	11/21/2018	12	EOPS	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	2,377.44

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0054651	11/21/2018	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	488.00
19-P0054652	11/21/2018	12	Special Services Office	Non-Instructional Supplies	PAPER DIRECT	108.96
19-P0054653	11/21/2018	12	EOPS	Fees Paid for Students	ALPHA GAMMA SIGMA HONOR SCHOLARSHIP SOCIETY	640.00
19-P0054654	11/21/2018	12	EOPS	Food and Food Service Supplies	CHEFS CATERING AND EVENT PLANNING	315.17
19-P0054655	11/21/2018	12	MESA	Food and Food Service Supplies	SUZANNE L. LOHMANN	922.99
19-P0054656	11/21/2018	12	Reprographics	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
19-P0054657	11/21/2018	11	Custodial	Non-Instructional Supplies	GORM INC	14,950.00
19-P0054658	11/21/2018	12	Automotive Technology/Engine	Instructional Supplies	WESTERN TIRE EQUIPMENT AND SUPPLY CO., INC.	735.38
19-P0054659	11/21/2018	12	Chemistry	Instructional Supplies	SIGMA ALDRICH INC	3,060.74
19-P0054660	11/21/2018	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	11,378.67
19-P0054661	11/21/2018	12	Family & Consumer Studies	Instructional Supplies	SCREEN PRINTERS RESOURCE, INC.	230.05
19-P0054662	11/21/2018	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	AMAZON COM	70.03
19-P0054663	11/21/2018	11	District Wide Technology	Software License and Fees	WELLS FARGO BANK	288.00
19-P0054664	11/21/2018	12	Resource Development	Equip-Mod Furn>\$1,000 < \$5,000	QUALITY OFFICE FURNISHINGS INC	8,840.00
19-P0054665	11/21/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	329.72
19-P0054666	11/26/2018	11	Transportation	Contracted Repair Services	TENNANT SALES & SVC CO	6,000.00
19-P0054667	11/26/2018	12	Media Systems	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	5,309.41
19-P0054668	11/26/2018	12	Business Division Office	Instructional Supplies	FOTRONIC CORP	10,382.72
19-P0054669	11/26/2018	12	Counseling	Food and Food Service Supplies	JAY'S CATERING	229.51
19-P0054670	11/26/2018	12	Chemistry	Instructional Supplies	MICROTECH SCIENTIFIC	2,279.41
19-P0054671	11/26/2018	12	Counseling	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	392.10
19-P0054672	11/26/2018	12	Student Development	Fees Paid for Students	RSCCD	303.00
19-P0054673	11/26/2018	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	2,150.76
19-P0054674	11/26/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	MOORE FLOORING INC	30,308.00
19-P0054675	11/26/2018	12	Biology	Instructional Supplies	VWR FUNDING INC	722.25
19-P0054676	11/26/2018	11	Maintenance	Non-Instructional Supplies	DON BOOKSTORE	3,869.92
19-P0054677	11/26/2018	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	1,538.49
19-P0054678	11/26/2018	12	Automotive Technology/Engine	Equip-All Other >\$1,000<\$5,000	MATCO TOOLS	4,154.88
19-P0054679	11/26/2018	11	Fire Academy	Instructional Supplies	APPERSON	47.52
19-P0054680	11/26/2018	12	LA/OC Regional Consortia	Food and Food Service Supplies	SODEXHO AMERICA, LLC	2,203.91
19-P0054681	11/26/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	DE LA TORRE COMMERCIAL	99,472.00
19-P0054682	11/26/2018	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	AVANTI RESTAURANT SOLUTIONS, INC.	5,588.23
19-P0054683	11/26/2018	12	Student Equity	Other Exp Paid for Students	JOVANNYS A. MEJIA	2,450.00
19-P0054684	11/26/2018	11	Grounds	Maint/Oper Service Agreements	PROFESSIONAL TURF SPECIALTIES INC	22,945.00
19-P0054685	11/26/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	35,761.74
19-P0054686	11/26/2018	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	1,017.24
19-P0054687	11/26/2018	13	Publications	Non-Instructional Supplies	VERITIV OPERATING COMPANY	3,473.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0054688	11/26/2018	12	LA/OC Regional Consortia	Non-Instructional Supplies	THOMAS M. POYER ENTERPRISES, INC	5,058.25
19-P0054689	11/26/2018	12	Continuing Education Division	Food and Food Service Supplies	KIMBERLY M. MATHEWS	1,003.01
19-P0054690	11/26/2018	12	Research	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	700.00
19-P0054691	11/27/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	SD REMODELING, INC.	16,500.00
19-P0054692	11/27/2018	11	Manufacturing Technology	Contracted Repair Services	OMNIPRINT INTERNATIONAL INC	357.83
19-P0054693	11/28/2018	11	Kinesiology - Physical Educ	Maint Contract - Other Equip	MKH ELECTRONICS	395.00
19-P0054694	11/28/2018	12	Biology	Instructional Supplies	MICROTECH SCIENTIFIC	314.87
19-P0054695	11/28/2018	12	Continuing Education Division	Contracted Services	COAST ELECTRIC	1,904.99
19-P0054696	11/28/2018	11	Educational Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	89.00
19-P0054697	11/28/2018	12	Counseling	Non-Instructional Supplies	VARIDESK LLC	404.06
19-P0054698	11/29/2018	11	Resource Development	Conference Expenses	WELLS FARGO BANK	308.00
19-P0054699	11/29/2018	11	Information Tech Svcs Office	Conference Expenses	YEZID H. GONZALEZ	846.54
19-P0054700	11/29/2018	11	Information Tech Svcs Office	Conference Expenses	STUART L. DAVIS	1,331.48
19-P0054702	11/29/2018	11	Information Tech Svcs Office	Conference Expenses	ELLUCIAN COMPANY L.P.	2,417.82
19-P0054703	11/29/2018	11	Information Tech Svcs Office	Conference Expenses	ANNETTE M. WICKMAN	1,269.20
19-P0054704	11/29/2018	11	Information Tech Svcs Office	Conference Expenses	YEZID H. GONZALEZ	1,208.00
19-P0054705	11/29/2018	33	CDC Santiago Canyon College	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00
19-P0054706	11/29/2018	12	Continuing Education Division	Software License and Fees	BURLINGTON ENGLISH INC	4,800.00
19-P0054707	11/29/2018	11	Maintenance & Operations	Contracted Repair Services	ACADEMY ELECTRIC INC	475.00
19-P0054708	11/29/2018	12	Counseling	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	2,213.68
19-P0054709	11/29/2018	11	Admin Services Office	Class Schedules/Printing	HAGGARTY PRINTING INC	10,340.47
19-P0054710	11/29/2018	12	Talent Search	Software License and Fees	HEIBERG CONSULTING INC	1,599.00
19-P0054711	11/29/2018	12	Psychology	Instructional Software	JOURNEY ED MARKETING	3,069.76
19-P0054712	11/29/2018	12	Career Education Office	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	4,481.25
19-P0054713	11/29/2018	33	EHS Santa Ana College	Non-Instructional Supplies	WAXIE SANITARY SUPPLY	58.38
19-P0054714	11/29/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	SCHOOL HEALTH SUPPLY CO INC	552.38
19-P0054715	11/29/2018	11	Academic Affairs Office	Class Schedules/Printing	ADVANCED WEB OFFSET INC	4,729.15
19-P0054716	11/29/2018	33	CDC Administration	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	955.34
19-P0054717	11/29/2018	11	Kinesiology - Intercoll Athlet	Software License and Fees	SCOUTWARE	450.00
19-P0054718	11/29/2018	11	Fire Technology	Software License and Fees	TARGETSOLUTIONS LEARNING LLC	14,132.00
19-P0054719	11/30/2018	12	Student Equity	Conference Expenses	THE OPPORTUNITY INSTITUTE	1,500.00
19-P0054720	11/30/2018	11	Humanities & Social Sci Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	718.65
19-P0054721	11/30/2018	11	Human Resources Office	Software License and Fees	TECH SMITH CORP	79.52
19-P0054722	11/30/2018	12	High Tech Center DSPS	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	2,688.30
19-P0054723	11/30/2018	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	575.28
19-P0054724	11/30/2018	12	Counseling	Contracted Services	VENTURA YESENIA	150.00
19-P0054725	11/30/2018	12	Kinesiology - Physical Educ	Instructional Supplies	SO CAL TEAM SPORTS	7,514.73

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0054726	11/30/2018	12	Engineering	Instructional Supplies	MCMASTER CARR SUPPLY CO	38.72
19-P0054727	11/30/2018	12	Career Education Office	Non-Instructional Supplies	SABERS RENA	9,276.02
19-P0054728	11/30/2018	13	Occupational Therapy	Equip-All Other >\$1,000<\$5,000	PARISI & VENTURINI CORP	2,782.12
19-P0054729	11/30/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	WATERBOY SPORTS INC	41.44
19-P0054730	11/30/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	ALL AMERICAN SPORTS CORP	7,105.28
19-P0054731	11/30/2018	33	EHS Administration	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	111.46
19-P0054732	11/30/2018	11	Accounts Payable	Non-Instructional Supplies	B & H PHOTO VIDEO INC	743.31
19-P0054733	11/30/2018	11	Maintenance	Repair & Replacement Parts	BURKE/WACO	7,400.00
19-P0054734	11/30/2018	11	Maintenance	Non-Instructional Supplies	WALTERS WHOLESALE ELECTRIC CO	5,000.00
19-P0054735	11/30/2018	12	Biology	Other Participant Travel Exp	SOUTHERN CALIF MARINE INSTITUTE	2,233.40
19-P0054737	11/30/2018	12	Veterans Resource Center	Software License and Fees	HEIBERG CONSULTING INC	1,996.00
19-P0054738	11/30/2018	11	Safety & Security Office	Non-Instructional Supplies	4 IMPRINT	1,204.54
19-P0054739	11/30/2018	12	Continuing Education Division	Contracted Services	PETERSEN CATHLEEN HOPE	326.89
19-P0054740	11/30/2018	12	Business Applications & Tech	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	39,239.85
19-P0054741	11/30/2018	12	Nursing	Instructional Supplies	POCKET NURSE	914.50
19-P0054742	11/30/2018	12	Health Sciences Education	Instructional Supplies	EMERGENCY MEDICAL PRODUCTS, INC	4,090.46
19-P0054743	11/30/2018	12	Digital Media Center	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	1,001.00
19-P0054744	12/3/2018	11	Maintenance	Repair & Replacement Parts	AAA ELECTRIC MOTOR SALES	1,041.30
19-P0054745	12/3/2018	12	Kinesiology - Physical Educ	Instructional Supplies	JAEGER SPORTS, INC.	557.43
19-P0054746	12/3/2018	11	Digital Media Center	Contracted Custodial Services	TEAM ONE MANAGEMENT	1,772.00
19-P0054747	12/3/2018	12	Digital Media Center	Contracted Services	TEAM ONE MANAGEMENT	2,060.00
19-P0054748	12/3/2018	12	Digital Media Center	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	8,627.57
19-P0054749	12/3/2018	12	Engineering	Instructional Supplies	ROBOTSHOP INC	144.02
19-P0054750	12/3/2018	12	Chemistry	Instructional Supplies	QUARK ENTERPRISES INC	343.33
19-P0054751	12/3/2018	12	Chemistry	Instructional Supplies	FLINN SCIENTIFIC INC	427.78
19-P0054752	12/3/2018	12	Continuing Education Division	Contracted Services	CLARKE MYRA	481.66
19-P0054753	12/3/2018	12	Continuing Education Division	Contracted Services	PATTERSON ROBIN	114.45
19-P0054754	12/3/2018	11	Maintenance	Contracted Repair Services	CHEROKEE CHEMICAL CO INC	500.00
19-P0054755	12/3/2018	12	Biology	Equip-All Other >\$1,000<\$5,000	VWR FUNDING INC	5,997.48
19-P0054756	12/3/2018	11	Board of Trustees	Conference Expenses	ELIZABETH M. WEBER	1,000.00
19-P0054757	12/3/2018	11	Board of Trustees	Conference Expenses	JOHN R. HANNA	600.00
19-P0054758	12/3/2018	11	Board of Trustees	Conference Expenses	ZEKE F. HERNANDEZ	600.00
19-P0054759	12/3/2018	11	Board of Trustees	Conference Expenses	JOHN R. HANNA	1,300.00
19-P0054760	12/3/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	377.43
19-P0054761	12/3/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	275.77
19-P0054762	12/3/2018	12	CJ/Academies	Instructional Supplies	WEST COAST SAND & GRAVEL	651.32
19-P0054763	12/3/2018	12	Manufacturing Technology	Instructional Supplies	PARROT, INC.	1,206.73

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0054764	12/3/2018	11	Administrative Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	348.36
19-P0054765	12/4/2018	11	District Wide Technology	Equip-All Other > \$5,000	GOLDEN STAR TECHNOLOGY, INC.	87,156.56
19-P0054766	12/4/2018	12	Small Business Dev Ctr Office	District Business/Sponsorships	ORANGE COUNTY DEPT OF ED	1,900.00
19-P0054767	12/4/2018	11	Purchasing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	86.72
19-P0054768	12/4/2018	12	Ctr for Intl Trade Dev Office	District Business/Sponsorships	COUNCIL OF SUPPLY CHAIN MANAGEMENT PROFESSIONALS	150.00
19-P0054769	12/4/2018	12	SAC Continuing Ed-Instruction	Contracted Services	IRVINE MEGAN ONEILL	1,045.00
19-P0054770	12/4/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	JB BOSTICK CO INC	22,750.00
19-P0054771	12/4/2018	12	Counseling	Non-Instructional Supplies	AMAZON COM	42.00
19-P0054772	12/4/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	3,234.44
19-P0054773	12/4/2018	13	Custodial	Equip-All Other >\$1,000<\$5,000	GLASBY MAINTENANCE SUPPLY	27,757.51
19-P0054774	12/4/2018	12	DSPS Office	Conference Expenses	ACCCA	445.00
19-P0054775	12/4/2018	12	MESA	Conference Expenses	COMMUNITY COLLEGE ASSOC OF MESA DIRECTORS	1,500.00
19-P0054776	12/4/2018	11	Digital Media Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	75.94
19-P0054777	12/4/2018	12	Human Development	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	300.00
19-P0054778	12/4/2018	12	Engineering	Instructional Supplies	PARALLAX INC	984.70
19-P0054779	12/4/2018	12	EOPS	Food and Food Service Supplies	JAY'S CATERING	551.17
19-P0054780	12/4/2018	12	Continuing Education Division	Non-Instructional Supplies	CDW GOVERNMENT INC.	134.63
19-P0054781	12/4/2018	33	CDC Santa Ana College - East	Instructional Supplies	US TOY CO CONSTRUCTIVE PLAYTHINGS	676.79
19-P0054782	12/4/2018	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	7,360.80
19-P0054783	12/4/2018	12	Continuing Education Division	Non-Instructional Supplies	SAFEGUARD BUSINESS SYSTEMS	226.93
19-P0054784	12/4/2018	12	Academic Affairs Office	Instructional Supplies	KELLY PAPER	2,736.85
19-P0054785	12/4/2018	12	Continuing Education Division	Non-Instructional Supplies	AMAZON COM	118.47
19-P0054786	12/4/2018	61	Risk Management	Hazardous Materials Removal	ROSEMET ENVIRONMENTAL SVCS	495.00
19-P0054787	12/4/2018	11	Chancellor's Office	Conference Expenses	WELLS FARGO BANK	3,486.00
19-P0054788	12/4/2018	12	Graphics	Instructional Supplies	RIO GRANDE JEWELRY & GEMS	550.00
19-P0054789	12/4/2018	12	Fine & Performing Arts Office	Instructional Supplies	PCE PRODUCTIONS INC.YPACIFIC COAST ENTERTAINMENT	2,000.00
19-P0054790	12/4/2018	11	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	3,000.00
19-P0054791	12/4/2018	11	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	113.13
19-P0054792	12/4/2018	12	Learning Support Center	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	240.69
19-P0054793	12/4/2018	12	Health & Wellness Center	Software Support Service	POINT AND CLICK SOLUTIONS INC	6,800.00
19-P0054794	12/4/2018	43	Facility Planning Office	Bldg Impr - DSA Project Insp	SANDY PRINGLE ASSOCIATES	377,936.00
19-P0054795	12/4/2018	12	Deaf & Hard of Hearing	Contracted Services	QUICK CAPTION	4,970.00
19-P0054796	12/4/2018	11	Fire Academy	Contracted Services	DIVERSIFIED INSPECTIONS ITL INC	2,662.00
19-P0054797	12/5/2018	12	Safety & Parking - DO	Contracted Services	METROPRO TOWING INC	58.00
19-P0054798	12/5/2018	11	Business Operations' Office	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	70.55
19-P0054799	12/5/2018	12	Safety & Parking - DO	Contracted Services	PYRO-COMM SYSTEMS INC	135.00
19-P0054800	12/5/2018	11	Maintenance & Operations	Contracted Repair Services	ACADEMY ELECTRIC INC	772.04

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Purchase Order List

11/11/2018 thru 12/08/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0054801	12/5/2018	12	Resource Development	Bldg Impr - Relocation/Moving	CHIPMAN CORPORATION	998.00
19-P0054802	12/5/2018	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
19-P0054803	12/5/2018	12	Engineering	Instructional Supplies	SOURCE GRAPHICS	1,515.59
19-P0054804	12/5/2018	12	Talent Search	Food and Food Service Supplies	ARAMARK RECEIVABLES, LLC	215.45
19-P0054805	12/5/2018	12	Kinesiology - Physical Educ	Instructional Supplies	OATES SPECIALTIES, LLC	133.07
19-P0054806	12/5/2018	12	Deaf & Hard of Hearing	Contracted Services	QUICK CAPTION	20,000.00
19-P0054807	12/5/2018	12	Puente	Food and Food Service Supplies	SMART & FINAL	300.00
19-P0054808	12/5/2018	12	Student Services Office	Instructional Supplies	DON BOOKSTORE	19,996.00
19-P0054809	12/5/2018	12	Engineering	Instructional Supplies	AMAZON COM	988.40
19-P0054810	12/5/2018	12	LA/OC Regional Consortia	Contracted Services	LOS ANGELES COUNTY ECONOMIC DEV CORP	20,000.00
19-P0054811	12/6/2018	43	Facility Planning Office	Bldg Impr - OCIP	ASCIP	1,165,773.00
19-P0054812	12/6/2018	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
19-P0054813	12/6/2018	12	Continuing Education Division	Food and Food Service Supplies	PROPORTION MEAL LLC	485.63
19-P0054814	12/6/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	NAT'L SPORTS APPAREL LLC	1,979.50
19-P0054815	12/6/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	330.54
19-P0054816	12/6/2018	11	Maintenance	Contracted Repair Services	SUNBELT CONTROLS INC	1,320.00
19-P0054817	12/6/2018	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	837.65
19-P0054818	12/6/2018	12	Career Education Office	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	716.86
19-P0054819	12/6/2018	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	APPLE COMPUTER INC	75.37
19-P0054820	12/6/2018	11	Maintenance	Contracted Services	BLUERAY MANAGEMENT	5,100.00
19-P0054821	12/6/2018	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	13,689.64
19-P0054822	12/6/2018	12	Counseling	Supplies Paid for Students	DON BOOKSTORE	1,500.00
19-P0054823	12/6/2018	12	Engineering	Instructional Supplies	AMAZON COM	1,518.27
19-P0054824	12/6/2018	12	SAC Continuing Ed-Instruction	Software License and Fees	BLDG AND CONSTRUCTION TRADES DEPARTMENT	1,700.00
19-P0054825	12/6/2018	12	EOPS	Books Paid for Students	DON BOOKSTORE	7,000.00
19-P0054826	12/7/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	EMILIO RAMIREZ DBA RAMCO	21,900.00
19-P0054827	12/7/2018	12	Center for Teacher Education	Non-Instructional Supplies	AMAZON COM	350.66
19-P0054828	12/7/2018	12	Computer Science	Bldg Impr - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	41,200.00
19-P0054829	12/7/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	POCKET NURSE	275.88
19-P0054830	12/7/2018	12	Career Education Office	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	21.00
19-P0054831	12/7/2018	12	Student Development	Fees Paid for Students	RSCCD	2,585.75
19-P0054832	12/7/2018	12	Orange Educ Ctr-Instruction	Equip-All Other >\$1,000<\$5,000	SCHOOL NURSE SUPPLY INC	3,338.10
19-P0054833	12/7/2018	12	Continuing Education Division	Transportation - Student	GARDEN GROVE UNIFIED SCHOOL DIST	301.14
19-P0054834	12/7/2018	33	CDC Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
19-P0054835	12/7/2018	33	CDC Santa Ana College - East	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
19-P0054836	12/7/2018	33	EHS Santa Ana College	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	200.00
19-P0054837	12/7/2018	12	Welding	Contracted Services	LONDO WELDING, INC.	26,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0054838	12/7/2018	12	Student Services Office	Transportation - Student	CERTIFIED TRANSPORTATIONS	3,000.00
19-P0054839	12/7/2018	12	Center for Teacher Education	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	3,139.77
19-P0054840	12/7/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	LAURIE SALLINGER	445.22
19-P0054841	12/7/2018	11	American Sign Language	Contracted Services	NETWORK INTERPRETING SERVICES INC	320.00
19-P0054842	12/7/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	JESUS GUARDADO	482.45
19-P0054843	12/7/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	SKULLS UNLIMITED INTERNATIONAL INC	220.26
19-P0054844	12/7/2018	12	Biology	Instructional Supplies	HARDY DIAGNOSTICS	410.17
19-P0054845	12/7/2018	12	Biology	Instructional Supplies	ZYMO RESEARCH CORP	2,587.83
19-P0054846	12/7/2018	11	Maintenance	Non-Instructional Supplies	SCHORR METALS INC	1,000.00
19-P0054847	12/7/2018	12	Welding	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	8,301.43
19-P0054848	12/7/2018	12	Puente	Food and Food Service Supplies	HARKISON	175.00
19-P0199376	11/15/2018	61	Risk Management	Legal Expenses	MUSICK, PEELER & GARRETT LLP	20,000.00
19-P0199377	11/14/2018	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	783,615.00
19-P0199378	11/13/2018	13	Continuing Education Division	Lease Agreement - Facility	SANTA ANA UNIFIED SCHOOL DIST	186,227.72
19-P0199379	11/13/2018	11	CJ/Academies	Instructional Agrmt - Salary	OC HUMAN RELATIONS	2,000.00
19-P0199380	11/15/2018	12	Resource Development	Contracted Services	PERALTA COMMUNITY COLLEGE DISTRICT	400,000.00
19-P0199381	11/19/2018	12	Career Ed & Work Dev Office	Contracted Services	VITAL LINK OF ORANGE COUNTY	4,000.00
19-P0199383	11/15/2018	12	Small Business Dev Ctr Office	Excess/Copies Usage	XEROX CORP	1,351.53
19-P0199384	11/16/2018	11	Human Resources Office	Legal Expenses	LIEBERT CASSIDY WHITMORE	27,820.45
19-P0199385	12/3/2018	61	Risk Management	Legal Expenses	NICOLE MILLER & ASSOC INC	50,000.00
19-P0199386	11/20/2018	12	LA/OC Regional Consortia	Software License and Fees	ECONOMIC MODELING SPECIALISTS	13,000.00
19-P0199387	11/19/2018	11	CJ/Academies	Instructional Agrmt - Salary	CAPE ASSOCIATON	28,000.00
19-P0199388	11/27/2018	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	666,773.00
19-P0199389	11/27/2018	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	994,722.00
19-P0199390	11/30/2018	12	Research	Software License and Fees	ALTERYX INC	11,985.00
19-P0199391	12/4/2018	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	498,642.00
19-P0199392	12/4/2018	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	498,642.00
19-P0199393	12/4/2018	12	Resource Development	Contracted Services	GLENDALE COMMUNITY COLLEGE DISTRICT	623,918.00
19-P0199395	12/6/2018	12	Resource Development	Contracted Services	SAN DIEGO MIRAMAR COLLEGE	30,800.00
19-P0199396	12/6/2018	12	Educational Services Office	Contracted Services	SANTA CLARITA COMMUNITY COLLEGE DISTRICT	200,000.00
19-P0199397	12/6/2018	12	Educational Services Office	Contracted Services	SAN LUIS OBISPO CMTY CLG DISTRICT	200,000.00
19-P0199398	12/6/2018	12	Educational Services Office	Contracted Services	GROSSMONT-CUYAMACA CMTY CLG DIST	200,000.00
19-P0199399	12/6/2018	12	Educational Services Office	Contracted Services	LAKE TAHOE CMTY COLLEGE	200,000.00
19-P0199400	12/6/2018	12	Educational Services Office	Contracted Services	SHASTA-TEHAMA-TRINITY CCD	200,000.00
19-P0199401	12/6/2018	12	Educational Services Office	Contracted Services	SHASTA-TEHAMA-TRINITY CCD	200,000.00
19-P0199402	12/6/2018	12	Educational Services Office	Contracted Services	COAST COMMUNITY COLLEGE DISTRICT	200,000.00
19-P0199403	12/6/2018	12	Educational Services Office	Contracted Services	RIO HONDO COMMUNITY COLLEGE DISTRICT	200,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0199404	12/6/2018	12	Educational Services Office	Contracted Services	SAN BERNARDINO COMMUNITY CLG DIST	200,000.00
19-P0199405	12/6/2018	12	Educational Services Office	Contracted Services	VICTOR VALLEY COMMUNITY COLLEGE DISTRICT	200,000.00
19-P0199406	12/6/2018	12	Educational Services Office	Contracted Services	SEQUOIAS COMMUNITY COLLEGE DISTRICT	200,000.00
19-P0199407	12/6/2018	12	Educational Services Office	Contracted Services	SAN JOAQUIN DELTA CMTY CLG DISTRICT	200,000.00
19-P0199408	12/6/2018	12	Educational Services Office	Contracted Services	RIO HONDO COMMUNITY COLLEGE DISTRICT	200,000.00
19-P0199409	12/6/2018	12	Educational Services Office	Contracted Services	COLLEGE OF THE DESERT	200,000.00
19-P0199410	12/6/2018	12	Educational Services Office	Contracted Services	COLLEGE OF THE DESERT	200,000.00
19-P0199411	12/7/2018	12	Educational Services Office	Contracted Services	OHLONE COMMUNITY COLLEGE DISTRICT	200,000.00
Grand Total :						58,379,676.73

4.17 (11)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-CEC000536	11/27/2018	31	CEC Bookstore	Textbook	HAL LEONARD CORPORATION	\$247.70
GM-CAF000887	11/14/2018	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$2,314.72
GM-CAF000891	11/14/2018	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$178.56
GM-CAF000893	11/13/2018	31	SAC Café	General Merchandise	PEPSI COLA CO	\$980.53
GM-CAF000894	11/19/2018	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$781.84
GM-CAF000895	11/19/2018	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$1,011.90
GM-CAF000897	11/26/2018	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$201.12
GM-CAF000898	12/3/2018	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$189.24
GM-CAF000899	11/16/2018	31	SAC Café	General Merchandise	PEPSI COLA CO	\$690.70
GM-CAF000900	11/20/2018	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,175.25
GM-CAF000901	11/30/2018	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,651.51
GM-CAF000902	11/16/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,684.00
GM-CAF000903	11/20/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$867.00
GM-CAF000904	11/28/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,327.50
GM-CAF000905	11/30/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,644.40
GM-CAF000906	12/4/2018	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$1,693.19
GM-CAF000907	12/4/2018	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$2,941.02
GM-CAF000908	12/4/2018	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$3,230.25
GM-CAF000909	12/5/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$963.70
GM-CAF000910	12/7/2018	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,261.60
GM-CAF000911	12/7/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,025.20
GM-CAF766	11/16/2018	31	SAC Café	General Merchandise	PENS ETC.	\$2,273.44
GM-DON002894	11/20/2018	31	SAC Bookstore	General Merchandise	PENS ETC.	\$369.00
GM-DON002895	11/20/2018	31	SAC Bookstore	General Merchandise	APPERSON EDUCATION PROD.	\$5,070.00
GM-DON002896	11/27/2018	31	SAC Bookstore	General Merchandise	TEAMWORK	\$1,300.00
GM-EXPR001584	11/14/2018	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$2,002.84
GM-EXPR001585	11/14/2018	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$359.52
GM-EXPR001586	11/14/2018	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$28.62
GM-EXPR001587	11/13/2018	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,075.19
GM-EXPR001590	11/19/2018	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$790.86
GM-EXPR001591	11/19/2018	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$468.32
GM-EXPR001592	11/26/2018	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$283.14
GM-EXPR001593	11/16/2018	31	Don Express	General Merchandise	PEPSI COLA CO	\$558.27
GM-EXPR001594	11/20/2018	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,275.55
GM-EXPR001595	11/27/2018	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,450.58
GM-EXPR001596	11/30/2018	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,050.42
GM-EXPR001597	11/16/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,800.74

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-EXPR001598	11/20/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$866.94
GM-EXPR001599	11/28/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,553.44
GM-EXPR001600	11/30/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,629.04
GM-EXPR001601	12/3/2018	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$228.66
GM-EXPR001602	12/4/2018	31	Don Express	General Merchandise	PEPSI COLA CO	\$972.77
GM-EXPR001603	12/4/2018	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$1,857.35
GM-EXPR001604	12/4/2018	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$2,644.57
GM-EXPR001605	12/4/2018	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$2,202.10
GM-EXPR001606	12/5/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,168.30
GM-EXPR001607	12/7/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$913.05
GM-HAWK002786	11/13/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$500.55
GM-HAWK002787	11/13/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,347.41
GM-HAWK002788	11/13/2018	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$114.30
GM-HAWK002789	11/14/2018	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$102.30
GM-HAWK002790	11/15/2018	31	SCC Bookstore	General Merchandise	MELODEE ICE CREAM	\$260.00
GM-HAWK002791	11/15/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$400.86
GM-HAWK002792	11/15/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$289.15
GM-HAWK002793	11/19/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,305.57
GM-HAWK002794	11/19/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,337.48
GM-HAWK002795	11/26/2018	31	SCC Bookstore	General Merchandise	PENS ETC.	\$441.52
GM-HAWK002796	11/27/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$504.25
GM-HAWK002797	11/27/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$152.56
GM-HAWK002798	11/27/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$880.51
GM-HAWK002799	11/27/2018	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$159.60
GM-HAWK002800	11/27/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$737.32
GM-HAWK002801	11/27/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$406.12
GM-HAWK002803	11/29/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$250.34
GM-HAWK002804	12/3/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$962.35
GM-HAWK002805	12/3/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,414.03
GM-HAWK002806	12/4/2018	31	SCC Bookstore	General Merchandise	SCANTRON CORP	\$4,020.00
GM-HAWK002807	12/4/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$467.29
TR-CEC000060	11/27/2018	31	CEC Bookstore	Trade Book	OXFORD UNIVERSITY PRESS	\$264.00
TX-CEC000527	11/14/2018	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$1,832.00
TX-CEC000528	11/15/2018	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$1,152.00
TX-CEC000531	11/15/2018	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$1,575.00
TX-CEC000532	11/15/2018	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$7,947.35
TX-CEC000533	11/19/2018	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$11,844.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-CEC000534	11/19/2018	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$648.00
TX-CEC000535	11/20/2018	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$702.00
TX-CEC000536A	12/6/2018	31	CEC Bookstore	Textbook	HAL LEONARD CORPORATION	\$247.70
TX-CEC000538	11/28/2018	31	CEC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$470.00
TX-CEC000539	12/3/2018	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$756.00
TX-DON005426	11/26/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$10.64
TX-DON005427	12/4/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$3,470.54
TX-DON005428	12/4/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$1,600.76
TX-DON005429	12/4/2018	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$1,050.00
TX-DON005430	12/4/2018	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$1,406.50
TX-DON005431	12/4/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$6,677.79
TX-DON005432	12/4/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$9,948.98
TX-DON005433	12/4/2018	31	SAC Bookstore	Textbook	HOPKINS FULFILLMENT SERVICES	\$191.52
TX-DON005434	12/4/2018	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$624.00
TX-DON005435	12/4/2018	31	SAC Bookstore	Textbook	DAWN SIGN PRESS	\$679.60
TX-DON005436	12/4/2018	31	SAC Bookstore	Textbook	ELSEVIER HEALTH SCIENCE	\$391.80
TX-DON005437	12/4/2018	31	SAC Bookstore	Textbook	NORTON, INC.	\$1,628.00
TX-DON005438	12/4/2018	31	SAC Bookstore	Textbook	PARADIGM PUBLISHING CO.	\$718.80
TX-DON005439	12/4/2018	31	SAC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$2,415.00
TX-DON005440	12/4/2018	31	SAC Bookstore	Textbook	RANDOM HOUSE, INC.	\$227.68
TX-DON005441	12/4/2018	31	SAC Bookstore	Textbook	CADCIM TECHNOLOGIES	\$348.00
TX-DON005442	12/4/2018	31	SAC Bookstore	Textbook	HAYDEN-MCNEIL	\$960.00
TX-DON005443	12/4/2018	31	SAC Bookstore	Textbook	ARGUS	\$1,365.00
TX-DON005444	12/4/2018	31	SAC Bookstore	Textbook	SAGE PUBLICATIONS, INC.	\$1,428.00
TX-DON005445	12/4/2018	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$412.26
TX-DON005446	12/4/2018	31	SAC Bookstore	Textbook	DOVER	\$91.20
TX-DON005447	12/4/2018	31	SAC Bookstore	Textbook	NORTON, INC.	\$1,026.00
TX-DON005448	12/4/2018	31	SAC Bookstore	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$4,820.00
TX-DON005449	12/4/2018	31	SAC Bookstore	Textbook	AMAZON	\$977.80
TX-DON005450	12/6/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,875.00
TX-DON005451	12/6/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$9,408.00
TX-DON005452	12/6/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$229.56
TX-DON005453	12/6/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$99.88
TX-DON005454	12/6/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$332.80
TX-DON005455	12/6/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$41.86
TX-HAWK004008	11/19/2018	31	SCC Bookstore	Textbook	RITTENHOUSE	\$280.50

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-HAWK004009	11/20/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$7,636.19
TX-HAWK004010	11/21/2018	31	SCC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$4,894.76
TX-HAWK004011	11/21/2018	31	SCC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$53.91
TX-HAWK004012	11/21/2018	31	SCC Bookstore	Textbook	AMAZON	\$1,148.84
TX-HAWK004013	11/21/2018	31	SCC Bookstore	Textbook	KENDALL PUBLISHING	\$4,268.82
TX-HAWK004014	11/21/2018	31	SCC Bookstore	Textbook	BVT PUBLISHING	\$1,194.88
TX-HAWK004015	11/21/2018	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$10,345.39
TX-HAWK004016	11/21/2018	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$111.44
TX-HAWK004017	11/21/2018	31	SCC Bookstore	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$747.60
TX-HAWK004018	11/21/2018	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$3,834.75
TX-HAWK004019	11/21/2018	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$5,631.90
TX-HAWK004020	11/21/2018	31	SCC Bookstore	Textbook	ROCKWELL PUBLISHING	\$467.52
TX-HAWK004021	11/21/2018	31	SCC Bookstore	Textbook	NORTON, INC.	\$2,157.50
TX-HAWK004022	11/21/2018	31	SCC Bookstore	Textbook	MPS FORMERLY VHPS	\$454.75
TX-HAWK004023	11/21/2018	31	SCC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$147.04
TX-HAWK004026	11/28/2018	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$2,794.50
TX-HAWK004027	11/28/2018	31	SCC Bookstore	Textbook	NORTON, INC.	\$280.00
TX-HAWK004028	11/28/2018	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$2,432.10
TX-HAWK004029	11/28/2018	31	SCC Bookstore	Textbook	MPS FORMERLY VHPS	\$2,728.50
TX-HAWK004030	11/28/2018	31	SCC Bookstore	Textbook	INGRAM BOOK CO	\$325.00
TX-HAWK004031	12/4/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$130.00
TX-HAWK004032	12/4/2018	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$900.00
TX-HAWK004033	12/7/2018	31	SCC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$125.00

Grand Total: \$211,293.06

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvt
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

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Legend: * = Multiple Funds for this P.O.

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM NOVEMBER 11, 2018 THROUGH DECEMBER 8, 2018
BOARD MEETING OF JANUARY 22, 2017**

P.O. #	Amount	Description	Department	Comment
19-B0001552	\$47,264,263.00	Lease-leaseback construction services for the Johnson Student Center at Santa Ana College	DO- Facility Planning	Board Approved: November 26, 2018
19-P0054511	\$35,290.00	Water conservation irrigation controller upgrade at Santa Ana College	DO- Facility Planning	Received Quotations: *1. Aramexx Construction *Successful Bidder
19-P0054613	\$264,000.00	Architectural consulting services for the barrier removal campus improvements at Santiago Canyon College	DO- Facility Planning	Board Approved: October 29, 2018
19-P0054646	\$49,622.09	Furniture and installation for Resource Development office remodel	DO- Resource Development	Received Quotations: *1. Quality Office Furnishings 2. KI *Successful Bidder
19-P0054674	\$30,308.00	Chavez Hall renovations at Santa Ana College	DO- Facility Planning	Received Quotations: *1. Moore Flooring, Inc. 2. Signature Flooring, Inc. *Successful Bidder
19-P0054681	\$99,472.00	Interior improvements to Building B at Santiago Canyon College	DO- Facility Planning	Bid #1355 Board Approved: November 11, 2018
19-P0054684	\$22,945.00	Turf renovation of baseball and softball fields at Santa Ana College	SAC- M&O	Received Quotations: *1. Professional Turf Specialties 2. So Cal Land Maintenance, Inc. *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM NOVEMBER 11, 2018 THROUGH DECEMBER 8, 2018
BOARD MEETING OF JANUARY 22, 2017**

P.O. #	Amount	Description	Department	Comment
19-P0054685	\$35,761.74	Desktop computers, monitors and speakers with extended warranties assigned to Santiago Canyon College	DO- ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
19-P0054691	\$16,500.00	Barrier Removal exterior stair treads project at Santiago Canyon College	DO- ITS	Bid #1356 Board Approved: November 26, 2018
19-P0054740	\$39,239.85	Tablets, keyboards, adapters, and Apple TV for Santa Ana College Business Division	SAC- Business	Sole Source Board approved: July 25, 2005
19-P0054765	\$87,156.56	Brocade routers	DO- ITS	Received Quotations: *1. Golden Star Technology, Inc. 2. VPLS Solutions *Successful Bidder
19-P0054770	\$22,750.00	Barrier Removal Parking Lot 6 ADA repair and maintenance at Santa Ana College	DO- Facility Planning	Received Quotations: *1. JB Bostick Company 2. Bens Asphalt 3. Century Paving, Inc. *Successful Bidder
19-P0054773	\$27,757.51	Auto scrubbers and self contained carpet extractors	SCC- Custodial	Received Quotations: *1. Glasby Maintenance Supply 2. Advantage West *Successful Bidder
19-P0054794	\$377,936.00	Inspector of Record services for the Johnson Student Center project at Santa Ana College	DO- Facility Planning	Board Approved: November 26, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM NOVEMBER 11, 2018 THROUGH DECEMBER 8, 2018
BOARD MEETING OF JANUARY 22, 2017**

P.O. #	Amount	Description	Department	Comment
19-P0054806	\$20,000.00	Real time captioning and interpreting services	SAC- DSPS	Board Approved: December 7, 2015
19-P0054808	\$19,996.00	Textbooks for Santa Ana College Middle College students	SAC- Student Services	Requisition approved by Vaniethia Hubbard on November 27, 2018
19-P0054810	\$20,000.00	Design and production of reports and Career Pathways video series	DO- LA/OC RC	Board Approved: July 16, 2018
19-P0054811	\$1,165,773.00	Owner controlled insurance program for the Johnson Student Center construction at Santa Ana College	DO- Facility Planning	Requisition approved by Carri Matsumoto on December 5, 2018
19-P0054826	\$21,900.00	Blue Phone and ADA Path of Travel project at OC Sheriff's Regional Training Academy	DO- Facility Planning	Received Quotations *1. Ramco, General Engineering 2. Newbuild Construction & Restoration *Successful Bidder
19-P0054828	\$41,200.00	Interior improvement to B102 at Santiago Canyon College	DO- Facility Planning	Received Quotations *1. Newbuild Construction & Restoration 2. De La Torre Commercial Interiors *Successful Bidder
19-P0054837	\$26,000.00	Independent Contractor to provide program review services	SAC- Welding	Board Approved: November 26, 2018
19-P0199376	\$20,000.00	Legal services for Title 5 investigations	DO- Risk Management	Board Approved: June 25, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM NOVEMBER 11, 2018 THROUGH DECEMBER 8, 2018
BOARD MEETING OF JANUARY 22, 2017**

P.O. #	Amount	Description	Department	Comment
19-P0199377	\$783,615.00	Sub-agreement with Los Angeles CCD on behalf of LA Mission College to implement Round 2 of the Strong Workforce Program Regional Apportionment	DO- Resource Development	Board Approved: February 27, 2017
19-P0199378	\$186,227.72	Lease of Remington Elementary facility at 1325 E. 4th St., Santa Ana, CA 92701	SAC- CEC	Board Approved: April 12, 2017
19-P0199380	\$400,000.00	Agreement with Peralta CCD on behalf of Laney College to participate in an Industry Sector Projects in Common (ISPIC), the Advance Manufacturing Sector project.	DO- Resource Development	Board Approved: October 15, 2018
19-P0199384	\$27,820.45	General Legal services provided in the month of September 2018	DO- Human Resources	Board Approved: June 25, 2018
19-P0199385	\$50,000.00	Legal services for Title IX concerns	DO- Risk Management	Board Approved: June 25, 2018
19-P0199387	\$28,000.00	Instructional agreement for peace officer training seminars	SAC, OCSRTA	Board Approved: September 24, 2018
19-P0199388	\$666,773.00	Sub-agreement with Los Angeles CCD on behalf of LA Valley College to implement Round 2 of the Strong Workforce Program Regional Apportionment	DO- Resource Development	Board Approved: February 27, 2017

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM NOVEMBER 11, 2018 THROUGH DECEMBER 8, 2018
BOARD MEETING OF JANUARY 22, 2017**

P.O. #	Amount	Description	Department	Comment
19-P0199389	\$994,722.00	Sub-agreement with Los Angeles CCD on behalf of East LA College to implement Round 2 of the Strong Workforce Program Regional Apportionment	DO- Resource Development	Board Approved: February 27, 2017
19-P0199391	\$498,642.00	Sub-agreement with Los Angeles CCD on behalf of LA City College to implement Round 2 of the Strong Workforce Program Regional Apportionment	DO- Resource Development	Board Approved: February 27, 2017
19-P0199392	\$498,642.00	Sub-agreement with Los Angeles CCD on behalf of LA City College to implement Round 3 of the Strong Workforce Program Regional Apportionment	DO- Resource Development	Board Approved: February 27, 2017
19-P0199393	\$623,918.00	Sub-agreement with Glendale CCD on behalf of Glendale Community College to implement Round 2 of the Strong Workforce Program Regional Apportionment	DO- Resource Development	Board Approved: February 27, 2017
19-P0199395	\$30,800.00	Agreement with San Diego Area CCD on behalf of San Diego Miramar College to participate in an Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project.	DO- Resource Development	Board Approved: March 26, 2018
19-P0199396	\$200,000.00	Sub-agreement with Santa Clarita CCD to host the South Central Coast Deputy Sector Navigator for Information Communications Technology / Digital Media	DO- Educational Services	Board Approved: October 29, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM NOVEMBER 11, 2018 THROUGH DECEMBER 8, 2018
BOARD MEETING OF JANUARY 22, 2017**

P.O. #	Amount	Description	Department	Comment
19-P0199397	\$200,000.00	Sub-agreement with San Luis Obispo CCD on behalf of Cuesta College to host the South Central Coast Deputy Sector Navigator for Business and Entrepreneurship	DO- Educational Services	Board Approved: October 29, 2018
19-P0199398	\$200,000.00	Sub-agreement with Grossmont-Cuyamaca CCD on behalf of Grossmont College to host the San Diego/Imperial Deputy Sector Navigator for Health	DO- Educational Services	Board Approved: October 29, 2018
19-P0199399	\$200,000.00	Sub-agreement with Lake Tahoe CCD on behalf of Lake Tahoe College to host the North/Far North Duputy Sector Navigator for Retail/Hospitality/Tourism	DO- Educational Services	Board Approved: October 29, 2018
19-P0199400	\$200,000.00	Sub-agreement with Shasta-Tehama-Trinity Joint CCD on behalf of Shasta College to host the North/Far North Duputy Sector Navigator for Business and Entrepreneurship	DO- Educational Services	Board Approved: October 29, 2018
19-P0199401	\$200,000.00	Sub-agreement with Shasta-Tehama-Trinity Joint CCD on behalf of Shasta College to host the North/Far North Duputy Sector Navigator for Advanced Manufacturing	DO- Educational Services	Board Approved: October 29, 2018
19-P0199402	\$200,000.00	Sub-agreement with Coast CCD on behalf of Golden West College to host the Los Angeles/Orange County Deputy Sector Navigator for Health	DO- Educational Services	Board Approved: October 29, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM NOVEMBER 11, 2018 THROUGH DECEMBER 8, 2018
BOARD MEETING OF JANUARY 22, 2017**

P.O. #	Amount	Description	Department	Comment
19-P0199403	\$200,000.00	Sub-agreement with Rio Hondo CCD on behalf of Rio Hondo College to host the Los Angeles/Orange County Deputy Sector Navigator for Health	DO- Educational Services	Board Approved: October 29, 2018
19-P0199404	\$200,000.00	Sub-agreement with San Bernardino CCD to host the Inland Empire/Desert Deputy Sector Navigator for Information Communications Technology/Digital Media	DO- Educational Services	Board Approved: October 29, 2018
19-P0199405	\$200,000.00	Sub-agreement with Victor Valley CCD on behalf of Victor Valley College to host the Inland Empire/Desert Deputy Sector Navigator for Business and Entrepreneurship	DO- Educational Services	Board Approved: October 29, 2018
19-P0199406	\$200,000.00	Sub-agreement with Sequoias CCD on behalf of College of the Sequoias to host the Central Valley/Mother Lode Deputy Sector Navigator for Health	DO- Educational Services	Board Approved: October 29, 2018
19-P0199407	\$200,000.00	Sub-agreement with San Joaquin Delta CCD on behalf of San Joaquin Delta College to host the Central Valley/Mother Lode Deputy Sector Navigator for Business and Entrepreneurship	DO- Educational Services	Board Approved: October 29, 2018
19-P0199408	\$200,000.00	Sub-agreement with Rio Hondo CCD on behalf of Rio Hondo College to host the Los Angeles/Orange County Deputy Sector Navigator for Energy, Construction and Utilities	DO- Educational Services	Board Approved: October 29, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM NOVEMBER 11, 2018 THROUGH DECEMBER 8, 2018
BOARD MEETING OF JANUARY 22, 2017**

P.O. #	Amount	Description	Department	Comment
19-P0199409	\$200,000.00	Sub-agreement with Desert CCD on behalf of College of the Desert to host the Inland Empire/Desert Deputy Sector Navigator for Health	DO- Educational Services	Board Approved: October 29, 2018
19-P0199410	\$200,000.00	Sub-agreement with Desert CCD on behalf of College of the Desert to host the Inland Empire/Desert Deputy Sector Navigator for Energy, Construction and Utilities	DO- Educational Services	Board Approved: October 29, 2018
19-P0199411	\$200,000.00	Sub-agreement with Ohlone CCD on behalf of Ohlone College to host the Bay Area Deputy Sector Navigator for Life Science/Biotech	DO- Educational Services	Board Approved: October 29, 2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical programs were developed:

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1.	Child Care Access Means Parents in School (CCAMPIS-SAC) – Year 1 (District) First year of a four-year grant award from the U.S. Department of Education to support additional child care services and fund a key staff member that will provide individualized evaluation, counseling, and referral services to parents at Santa Ana College’s Child Development Center who are also students at the college. (18/19). <i>No match required.</i>	09/29/2018	\$199,979
2.	Child Care Access Means Parents in School (CCAMPIS-SCC) – Year 1 (District) First year of a four-year grant award from the U.S. Department of Education to support additional child care services and fund a key staff member that will provide individualized evaluation, counseling, and referral services to parents at Santiago Canyon College’s Child Development Center who are also students at the college. (18/19). <i>No match required.</i>	09/28/2018	\$58,149
3.	Disabled Students Programs & Services (DSPS) - <i>Augmentation</i> (SAC) First Principal (P1) allocation (final version) from the California Community Colleges Chancellor’s Office to provide services for disabled students. (18/19). <i>The match is \$348,763 that consists of district-funded DSPS staff salaries and benefits.</i>	11/26/2018	\$4,491
4.	Early Head Start – Year 5 (District) Fifth year of a five-year non-competitive grant award from the U.S. Department of Health and Human Services, Administration for Children and Families, to support enrollment of children and families into Early Head Start (EHS) programs. (18/19).	01/01/2019	\$1,904,495
	<ul style="list-style-type: none"> • Operations Budget \$1,860,959 • Training & Technical Assistance <u>\$43,536</u> TOTAL \$1,904,495 		

Fiscal Impact: \$2,169,114	Board Date: January 14, 2019
Item Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<i>The match is \$476,124 (20% of the total Early Head Start costs that include the federal and the non-federal share) that consists of \$331,238 state-funded Child Development Center staff costs and \$144,886 waived indirect costs.</i>		
5. Zero Textbook Cost (ZTC) Degree Equity Champion Grant (SAC) Santa Ana College was awarded the Zero Textbook Cost (ZTC) Degree Equity Champion sub-grant from West Hills Community College District. The purpose of the grant is to enhance student success and reduce equity gaps through the expansion of degree pathways where textbooks costs have been replaced with open educational resources (OER) and zero cost materials. (18/19). <i>No match required.</i>	01/01/2019	\$2,000

RECOMMENDATION

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

Fiscal Impact: \$2,169,114	Board Date: January 14, 2019
Item Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #1247

NAME: Child Care Access Means Parents in School (CCAMPIS) - SAC - Year 1 of 4 (District)

FISCAL YEAR: 2018/2019 and 2019/2020

CONTRACT PERIOD: 10/01/18 - 09/30/19

CONTRACT INCOME: \$199,979

PRIME SPONSOR: U.S. Department of Education

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: P335A180089

CFDA #: 84.335A

PROJ. ADM.: Enrique Perez

PROJ. DIR.: Janneth Linnell

Date: 11/20/18

GL Account String	Description	New Budget	
		Debit	Credit
33-1247-000000-50000-8199	Other Federal Revenues : District Operations		199,979
33-1247-672000-50000-5865	Indirect Costs : District Operations (4%)	7,691	
33-1247-692000-53321-2310	Classified Employees – Ongoing : CDC Admin <i>- Administrative Clerk (19 hrs/wk)</i>	22,154	
33-1247-692000-53321-2320	Classified Employees – Hourly : CDC Admin <i>- Administrative Clerk (additional hours)</i>	6,814	
33-1247-692000-53321-3215	<i>PERS - Non-Instructional : CDC Administration</i>	5,296	
33-1247-692000-53321-3315	<i>OASDI - Non-Instructional : CDC Administration</i>	1,796	
33-1247-692000-53321-3325	<i>Medicare - Non-Instructional : CDC Admin</i>	420	
33-1247-692000-53321-3435	<i>H&W Retiree Fund - Non-Instructional : CDC</i>	1,052	
33-1247-692000-53321-3515	<i>SUI - Non-Instructional : CDC Administration</i>	14	
33-1247-692000-53321-3615	<i>WCI - Non-Instructional : CDC Administration</i>	652	
33-1247-732000-53321-7670	Other Expenses Paid for Students : CDC Admin	154,090	
Total Project 1247	CCAMPIS - SAC (Year 1)	199,979	199,979

SPECIAL PROJECT DETAILED BUDGET #1236

NAME: Child Care Access Means Parents in School (CCAMPIS) - SCC - Year 1 of 4 (District)

FISCAL YEAR: 2018/2019 and 2019/2020

CONTRACT PERIOD: 10/01/18 - 09/30/19

CONTRACT INCOME: \$58,149

PRIME SPONSOR: U.S. Department of Education

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: P335A180253

CFDA #: 84.335A

PROJ. ADM.: Enrique Perez

PROJ. DIR.: Janneth Linnell

Date: 11/20/18

GL Account String	Description	New Budget	
		Debit	Credit
33-1236-000000-50000-8199	Other Federal Revenues : District Operations		58,149
33-1236-692000-53321-2320	Classified Employees – Hourly : CDC Admin <i>- Administrative Clerk</i>	2,413	
33-1236-692000-53321-3215	<i>PERS - Non-Instructional : CDC Administration</i>	407	
33-1236-692000-53321-3315	<i>OASDI - Non-Instructional : CDC Administration</i>	130	
33-1236-692000-53321-3325	<i>Medicare - Non-Instructional : CDC Admin</i>	35	
33-1236-692000-53321-3435	<i>H&W Retiree Fund - Non-Instructional : CDC</i>	88	
33-1236-692000-53321-3515	<i>SUI - Non-Instructional : CDC Administration</i>	1	
33-1236-692000-53321-3615	<i>WCI - Non-Instructional : CDC Administration</i>	54	
33-1236-732000-53321-7670	Other Expenses Paid for Students : CDC Admin	55,021	
Total Project 1236	CCAMPIS - SCC (Year 1)	58,149	58,149

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SAC
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 7/01/18 - 6/30/19
 CONTRACT INCOME: \$1,099,035 - SAC P1 Allocations
 Augmentation: \$4,491 - P1 Final Allocations
TOTAL INCOME: \$1,103,526

PROJ. ADM. Vaniethia Hubbard
 PROJ. DIR. Veronica Oforlea

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

Date: 12/07/18

CFDA #: N/A; Award #: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-000000-10000-8623	DSPS : Santa Ana College		1,099,035		1,103,526		4,491
12-2230-642000-19521-1210	Academic Management : DSPS - Veronica O. (100%)	138,434		138,434		-	
12-2230-642000-19521-2130	Classified Employees : DSPS - Elizabeth H. (100%) - Ian K (100%) - move from 19527 dept - Robert N (100%) - move from 19525 dept - Amy T (100%) - move from 19526 dept	233,067		239,910		6,843	
12-2230-642000-19521-2340	Student Assistants - Hourly	3,200		3,200		-	
12-2230-642000-19521-2350	Overtime - Classified	12,787		13,987		1,200	
12-2230-642000-19521-3215	PERS - Non-Instructional :	67,101		68,337		1,236	
12-2230-642000-19521-3315	OASDHI - Non-Instructional	24,347		24,845		498	
12-2230-642000-19521-3325	Medicare - Non-Instructiona	5,696		5,813		117	
12-2230-642000-19521-3415	H & W - Non-Instructional :	93,235		93,249		14	
12-2230-642000-19521-3435	H & W - Retiree Fund Non-In	14,371		14,663		292	
12-2230-642000-19521-3515	SUI - Non-Instructional : D	198		203		5	
12-2230-642000-19521-3615	WCI - Non-Instructional : D	8,908		9,089		181	
12-2230-642000-19521-3915	Other Benefits - Non-Instru	8,496		8,496		-	
12-2230-642000-19521-4610	Non-Instructional Supplies	8,920		8,920		-	-
12-2230-642000-19521-4710	Food and Food Service Suppl	676		676		-	-
12-2230-642000-19521-5100	Contracted Services : DSPS	2,000		2,000		-	-

5.1 (5)

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SAC
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 7/01/18 - 6/30/19
 CONTRACT INCOME: \$1,099,035 - SAC P1 Allocations
 Augmentation: \$4,491 - P1 Final Allocations
TOTAL INCOME: \$1,103,526

PROJ. ADM. Vaniethia Hubbard
 PROJ. DIR. Veronica Oforlea

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

Date: 12/07/18

CFDA #: N/A; Award #: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19521-5300	Inst Dues & Memberships : D	2,335		2,335		-	
12-2230-642000-19521-5610	Lease Agreement - Equipment	7,500		7,500		-	-
12-2230-642000-19521-5630	Maint Contract - Office Equ	3,476		3,476		-	-
12-2230-642000-19521-5652	Rental - Equipment	1,330		1,330		-	-
12-2230-642000-19521-5800	Advertising : DSPS Office	500		500		-	-
12-2230-642000-19521-5845	Excess/Copies Useage : DSPS	2,500		2,500		-	-
12-2230-642000-19521-5940	Reproduction/Printing Expen	506		506		-	-
12-2230-642000-19521-5950	Software License and Fees :	5,950		5,950		-	-
12-2230-675000-19521-5210	Conference Expenses : DSPS	13,142		13,142		-	-
Totals for DEPARTMENT:	19521 - DSPS Office	658,675	-	669,061	-	10,386	-
12-2230-499900-19523-2445	Professional Experts - Inst - Interpreters - hourly	102,101		94,327			7,774
12-2230-499900-19523-3211	PERS - Instructional : Deaf	4,610		3,407			1,203
12-2230-499900-19523-3311	OASDHI - Instructional : De	1,583		1,170			413
12-2230-499900-19523-3321	Medicare - Instructional :	1,480		1,368			112
12-2230-499900-19523-3331	PARS - Instructional : Deaf	995		981			14
12-2230-499900-19523-3431	H & W - Retiree Fund Inst :	3,706		3,424			282
12-2230-499900-19523-3511	SUI - Instructional : Deaf	51		47			4
12-2230-499900-19523-3611	WCI - Instructional : Deaf	2,297		2,122			175
12-2230-642000-19523-5100	Contracted Services : Deaf	75,000		75,000			-
Totals for DEPARTMENT:	19523 - Deaf & Hard of Hea	191,823	-	181,846	-	-	9,977

5.1 (6)

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SAC
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 7/01/18 - 6/30/19
 CONTRACT INCOME: \$1,099,035 - SAC P1 Allocations
 Augmentation: \$4,491 - P1 Final Allocations
TOTAL INCOME: \$1,103,526

PROJ. ADM. Vaniethia Hubbard
 PROJ. DIR. Veronica Oforlea

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

Date: 12/07/18

CFDA #: N/A; Award #: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-493030-19524-5950	Software License and Fees :	5,280		5,280			-
12-2230-499900-19524-4310	Instructional Supplies (ATP)	2,000		2,000		-	
12-2230-499900-19524-6410	Equip-All Other >\$1000<\$5000 (ATP)	3,000		3,000		-	
12-2230-642000-19524-2130	Classified Employees : High - Angela T. (100%)	74,851		76,714		1,863	
12-2230-642000-19524-3215	PERS - Non-Instructional :	13,520		13,856		336	
12-2230-642000-19524-3315	OASDHI - Non-Instructional	4,734		4,849		115	
12-2230-642000-19524-3325	Medicare - Non-Instructiona	1,108		1,135		27	
12-2230-642000-19524-3415	H & W - Non-Instructional :	8,527		8,531		4	
12-2230-642000-19524-3435	H & W - Retiree Fund Non-In	2,773		2,840		67	
12-2230-642000-19524-3515	SUI - Non-Instructional : H	39		40		1	
12-2230-642000-19524-3615	WCI - Non-Instructional : H	1,719		1,761		42	
12-2230-642000-19524-3915	Other Benefits - Non-Instru	1,500		1,500		-	-
Totals for DEPARTMENT:	19524 - High Tech Center D	119,051	-	121,506	-	2,455	-
12-2230-493031-19525-1110	Contract Instructors : Lea - Louise J. (40%) - Mark T. (40%)	85,299		85,299			-
12-2230-493031-19525-3111	STRS - Instructional : Lear	6,648		6,648			-
12-2230-493031-19525-3211	PERS - Instructional : Lear	8,031		8,031			-
12-2230-493031-19525-3311	OASDHI - Instructional : Le	2,800		2,800			-
12-2230-493031-19525-3321	Medicare - Instructional :	1,257		1,257			-

5.1 (7)

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SAC
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 7/01/18 - 6/30/19
 CONTRACT INCOME: \$1,099,035 - SAC P1 Allocations
 Augmentation: \$4,491 - P1 Final Allocations
TOTAL INCOME: \$1,103,526

PROJ. ADM. Vaniethia Hubbard
 PROJ. DIR. Veronica Oforlea

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

Date: 12/07/18

CFDA #: N/A; Award #: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-493031-19525-3411	H & W - Instructional : Lea	16,134		16,134			-
12-2230-493031-19525-3431	H & W - Retiree Fund Inst :	3,147		3,147			-
12-2230-493031-19525-3511	SUI - Instructional : Learn	43		43			-
12-2230-493031-19525-3611	WCI - Instructional : Learn	1,951		1,951			-
12-2230-493031-19525-3911	Other Benefits - Instructio	1,400		1,400			-
Totals for DEPARTMENT:	19525 - Learning Disabled	126,710	-	126,710	-	-	-
12-2230-642000-19525-1484	Int/Sum Beynd Contr-Reassig	2,176		3,453		1,277	
12-2230-642000-19525-3115	STRS - Non-Instructional :	333		443		110	
12-2230-642000-19525-3215	PERS - Non-Instructional :	23		132		109	
12-2230-642000-19525-3315	OASDHI - Non-Instructional	8		45		37	
12-2230-642000-19525-3325	Medicare - Non-Instructiona	32		50		18	
12-2230-642000-19525-3435	H & W - Retiree Fund Non-In	79		125		46	
12-2230-642000-19525-3515	SUI - Non-Instructional : L	1		2		1	
12-2230-642000-19525-3615	WCI - Non-Instructional : L	49		78		29	
12-2230-642000-19525-5220	Mileage/Parking Expenses :	75		75		-	-
Totals for DEPARTMENT:	19525 - Learning Disabled	2,776	-	4,403	-	1,627	-
Totals for PROJECT: 2230	DSPS (FD 12)	1,099,035	1,099,035	1,103,526	1,103,526	14,468	14,468

5.1 (8)

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SAC
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 7/01/18 - 6/30/19
 CONTRACT INCOME: \$1,099,035 - SAC P1 Allocations
 Augmentation: \$4,491 - P1 Final Allocations
TOTAL INCOME: \$1,103,526

PROJ. ADM. Vaniethia Hubbard
 PROJ. DIR. Veronica Oforlea

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

Date: 12/07/18

CFDA #: N/A; Award #: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-499900-19523-2445	Professional Experts - Inst - Interpreters - hourly	19,490		17,561			1,929
11-2230-499900-19523-3211	PERS - Instructional :	1,760		1,587			173
11-2230-499900-19523-3311	OASDHI - Instructional :	604		544			60
11-2230-499900-19523-3321	Medicare - Instructional :	283		255			28
11-2230-499900-19523-3331	PARS - Instructional : Deaf	127		114			13
11-2230-499900-19523-3431	H & W - Retiree Fund Inst :	707		637			70
11-2230-499900-19523-3511	SUI - Instructional : Deaf	10		9			1
11-2230-499900-19523-3611	WCI - Instructional : Deaf	439		395			44
11-2230-642000-19523-2130	Classified Employees : Deaf - Ruth Rodriguez (80%)	88,362		90,722		2,360	
11-2230-642000-19523-3215	PERS - Non-Instructional :	15,960		16,386		426	
11-2230-642000-19523-3315	OASDHI - Non-Instructional	5,553		5,700		147	
11-2230-642000-19523-3325	Medicare - Non-Instructiona	1,299		1,333		34	
11-2230-642000-19523-3415	H & W - Non-Instructional :	18,756		18,761		5	
11-2230-642000-19523-3435	H & W - Retiree Fund Non-In	3,251		3,337		86	
11-2230-642000-19523-3515	SUI - Non-Instructional : D	47		48		1	
11-2230-642000-19523-3615	WCI - Non-Instructional : D	2,015		2,068		53	
11-2230-642000-19523-3915	Other Benefits - Non-Instru	1,200		1,200		-	-
Totals for DEPARTMENT:	19523 - Deaf & Hard of Hea	159,863	-	160,657	-	3,112	2,318

5.1 (9)

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SAC
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 7/01/18 - 6/30/19
 CONTRACT INCOME: \$1,099,035 - SAC P1 Allocations
 Augmentation: \$4,491 - P1 Final Allocations
TOTAL INCOME: \$1,103,526

PROJ. ADM. Vaniethia Hubbard
 PROJ. DIR. Veronica Oforlea

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

Date: 12/07/18

CFDA #: N/A; Award #: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-493031-19525-1110	Contract Instructors : Lea - Louise Janus (60%) - Mark Turner (60%)	126,415		126,415		-	
11-2230-493031-19525-3111	STRS - Instructional : Lear	9,852		9,852		-	
11-2230-493031-19525-3211	PERS - Instructional : Lear	11,903		11,903		-	
11-2230-493031-19525-3311	OASDHI - Instructional : Le	4,151		4,151		-	
11-2230-493031-19525-3321	Medicare - Instructional :	1,863		1,863		-	
11-2230-493031-19525-3411	H & W - Instructional : Lea	24,201		24,201		-	
11-2230-493031-19525-3431	H & W - Retiree Fund Inst :	4,665		4,665		-	
11-2230-493031-19525-3511	SUI - Instructional : Learn	64		64		-	
11-2230-493031-19525-3611	WCI - Instructional : Learn	2,892		2,892		-	
11-2230-493031-19525-3911	Other Benefits - Instructio	2,100		2,100		-	
Totals for DEPARTMENT:	19525 - Learning Disabled	188,106	-	188,106	-	-	-
11-2230-642000-19526-2130	Classified Employees : Phys	603		-			603
11-2230-642000-19526-3215	PERS - Non-Instructional :	109		-			109
11-2230-642000-19526-3315	OASDHI - Non-Instructional	37		-			37
11-2230-642000-19526-3325	Medicare - Non-Instructiona	9		-			9
11-2230-642000-19526-3435	H & W - Retiree Fund Non-In	22		-			22
11-2230-642000-19526-3615	WCI - Non-Instructional : P	14		-			14
Totals for DEPARTMENT:	19526 - Physically Disable	794	-	-	-	-	794
Totals for PROJECT: 2230	DSPS (FD 11 - Match)	348,763	-	348,763	-	3,112	3,112

5.1 (10)

SPECIAL PROJECT DETAILED BUDGET #1293
NAME: Early Head Start 2019 - Operating (District)
FISCAL YEAR: 2018/19 and 2019/20

CONTRACT PERIOD: 01/01/2019 - 12/31/2019

PROJ. ADM. Janneth Linnell

CONTRACT INCOME: \$1,860,959

PROJ. DIR. My Le Pham

CFDA No. 93.600

Date: 12/07/18

Prime Sponsor: U.S. Department of Health and Human Services/Administration for Children and Families

Fiscal Agent: Rancho Santiago CCD

Prime Award No.: 09CH9178

GL Account	Description	Debit	Credit
33-1293-000000-50000-8199	Other Federal Revenues : District Operations		1,860,959
33-1293-672000-50000-5865	Indirect Costs : District Operations	71,575	
33-1293-692000-53320-1270	Child Development Teachers : Valley CDC - Jacqueline Karter (50%)	29,121	
33-1293-692000-53320-3115	STRS - Non-Instructional : Valley CDC	5,012	
33-1293-692000-53320-3325	Medicare - Non-Instructional : Valley CDC	433	
33-1293-692000-53320-3335	PARS - Non-Instructional : Valley CDC	-	
33-1293-692000-53320-3415	H & W - Non-Instructional : Valley CDC	8,322	
33-1293-692000-53320-3435	H & W - Retiree Fund Non-Inst : Valley CDC	1,084	
33-1293-692000-53320-3515	SUI - Non-Instructional : Valley CDC	15	
33-1293-692000-53320-3615	WCI - Non-Instructional : Valley CDC	672	
33-1293-692000-53320-3915	Other Benefits - Non-Instruct : Valley CDC	750	
33-1293-692000-53328-1210	Academic Management : EHS SAC - Jerelyn Cowan (30%)	26,843	
33-1293-692000-53328-1270	Child Development Teachers : EHS SAC - Allyce Carnero (25%) - Luz Cordoba (25%) - Juana Escalera (25%) - Imelda Iniquez (25%) - Paz Jorquera (25%) - Vy Le (25%) - Consuelo Ortiz (25%) - Briseyda Witron (25%)	94,313	
33-1293-692000-53328-2130	Classified Employees : EHS SAC - Isabel Mata (50%)	30,268	
33-1293-692000-53328-2340	Student Assistants - Hourly : EHS SAC	49,680	
33-1293-692000-53328-2345	Professional Experts : EHS SAC Interns: - Brenda Bacilio-Dominguez (50%) - Rosario Fernandez (50%) - Cassandra Hernandez (50%) - Norma Lopez de Bernal (50%) - Lorena Lucero Michaca (50%) - Jamie Mendoza (50%) - Alejandra Navarro (50%) - Alma Samano Gonzalez (50%) - Kerina Sierra (50%) - Deanna Vieyra (50%)	93,150	
33-1293-692000-53328-3115	STRS - Non-Instructional : EHS SAC	20,868	

SPECIAL PROJECT DETAILED BUDGET #1293
NAME: Early Head Start 2019 - Operating (District)
FISCAL YEAR: 2018/19 and 2019/20

CONTRACT PERIOD: 01/01/2019 - 12/31/2019

PROJ. ADM. Janneth Linnell

CONTRACT INCOME: \$1,860,959

PROJ. DIR. My Le Pham

CFDA No. 93.600

Date: 12/07/18

Prime Sponsor: U.S. Department of Health and Human Services/Administration for Children and Families

Fiscal Agent: Rancho Santiago CCD

Prime Award No.: 09CH9178

GL Account	Description	Debit	Credit
33-1293-692000-53328-3215	PERS - Non-Instructional : EHS SAC	22,509	
33-1293-692000-53328-3315	OASDHI - Non-Instructional : EHS SAC	7,698	
33-1293-692000-53328-3325	Medicare - Non-Instructional : EHS SAC	3,614	
33-1293-692000-53328-3335	PARS - Non-Instructional : EHS SAC	200	
33-1293-692000-53328-3415	H & W - Non-Instructional : EHS SAC	76,532	
33-1293-692000-53328-3435	H & W - Retiree Fund Non-Inst : EHS SAC	10,851	
33-1293-692000-53328-3515	SUI - Non-Instructional : EHS SAC	125	
33-1293-692000-53328-3615	WCI - Non-Instructional : EHS SAC	6,726	
33-1293-692000-53328-3915	Other Benefits - Non-Instruct : EHS SAC	4,671	
33-1293-692000-53328-4610	Non-Instructional Supplies : EHS SAC - Center non-instructional supplies & materials	13,000	
33-1293-692000-53329-1210	Academic Management : EHS Admin. - Janneth L. (15%) - My Le P. (70%) - Connie V. (100%) - Jennifer P. (100%)	251,014	
33-1293-692000-53329-1270	Child Development Teachers : EHS Admin. - Julieta Abramovitz (100%) - Catherine Candela (100%) - Isela Cervantes (100%) - Julisa Covarrubias (100%) - Ana Fregoso (100%) - Laura Montalbetti de Perez (100%) - Sandra Santamaria (100%)	326,640	
33-1293-692000-53329-2130	Classified Employees : EHS Admin. - Cherie Ericson (50%) - Alicia Ramirez (100%) - Cristina Saldana (100%) - Jessica Avalos (100%)	205,976	
33-1293-692000-53329-3115	STRS - Non-Instructional : EHS Admin.	99,485	
33-1293-692000-53329-3215	PERS - Non-Instructional : EHS Admin.	40,081	
33-1293-692000-53329-3315	OASDHI - Non-Instructional : EHS Admin.	13,096	
33-1293-692000-53329-3325	Medicare - Non-Instructional : EHS Admin.	11,690	
33-1293-692000-53329-3415	H & W - Non-Instructional : EHS Admin.	186,144	
33-1293-692000-53329-3435	H & W - Retiree Fund Non-Inst : EHS Admin.	29,265	
33-1293-692000-53329-3515	SUI - Non-Instructional : EHS Admin.	403	
33-1293-692000-53329-3615	WCI - Non-Instructional : EHS Admin.	18,140	
33-1293-692000-53329-3915	Other Benefits - Non-Instruct : EHS Admin.	22,581	

SPECIAL PROJECT DETAILED BUDGET #1293
NAME: Early Head Start 2019 - Operating (District)
FISCAL YEAR: 2018/19 and 2019/20

CONTRACT PERIOD: 01/01/2019 - 12/31/2019

PROJ. ADM. Janneth Linnell

CONTRACT INCOME: \$1,860,959

PROJ. DIR. My Le Pham

CFDA No. 93.600

Date: 12/07/18

Prime Sponsor: U.S. Department of Health and Human Services/Administration for Children and Families

Fiscal Agent: Rancho Santiago CCD

Prime Award No.: 09CH9178

GL Account	Description	Debit	Credit
33-1293-692000-53329-4310	Instructional Supplies : EHS Admin. - Homebase Instructional supplies	3,995	
33-1293-692000-53329-4610	Non-Instructional Supplies : EHS Admin. - Homebase non-instructional supplies/materials - Non-instructional supplies for office use	8,500	
33-1293-692000-53329-4710	Food and Food Service Supplies : EHS Admin. - Homebase food/supplies for children	3,000	
33-1293-692000-53329-5100	Contracted Services : EHS Admin. - Health Services Consultant - Mental Health Consultant - Nutrition Services Consultant - PHFE Services	47,000	
33-1293-692000-53329-5220	Mileage/Parking Expenses : EHS Admin.	8,197	
33-1293-692000-53329-5300	Inst Dues & Memberships : EHS Admin.	1,540	
33-1293-692000-53329-5610	Lease Agreement - Equipment : EHS Admin.	1,780	
33-1293-692000-53329-5850	Fingerprinting : EHS Admin.	1,000	
33-1293-692000-53329-5940	Reproduction/Printing Expenses : EHS Admin.	500	
33-1293-692000-53329-5950	Software License and Fees : EHS Admin.	2,900	
Total Project 1293	EHS 2019 - Operating Budget	1,860,959	1,860,959

SPECIAL PROJECT DETAILED BUDGET #1294

NAME: Early Head Start 2019 - Training & Technical Assistance (District)

FISCAL YEAR: 2018/19 and 2019/20

CONTRACT PERIOD: 01/01/2019 - 12/31/2019

PROJ. ADM. Janneth Linnell

CONTRACT INCOME: \$43,536

PROJ. DIR. My Le Pham

CFDA No. 93.600

Date: 12/07/18

Prime Sponsor: U.S. Department of Health and Human Services/Administration for Children and Families

Fiscal Agent: Rancho Santiago CCD

Prime Award No.: 09CH9178

GL Account	Description	Debit	Credit
33-1294-000000-50000-8199	Other Federal Revenues : District Operations		43,536
33-1294-672000-50000-5865	Indirect Costs : District Operations (4%)	1,674	
33-1294-675000-53329-5210	Conference Expenses : EHS Administration <u>Out-of-State Travel</u> -NHSFA Family Development Credential, TBD: two (2) attendees - Parent as Teachers Conference, TBD: three (3) attendees <u>In-State Travel</u> -Parent Engagement Conference, Riverside, CA: (3) attendees -Health Institute Conference, Sacramento, CA: three (3) attendee -CHSA Policy and Leadership , Sacramento, CA: (5) attendees -CHSA Annual Education Conf., Riverside, CA: (5) attendees - Home Visiting Institute, TBD: (2) attendees	26,862	
33-1294-692000-53329-4710	Food and Food Service Supplies : EHS Administration - Food and food services for training and technical assistance activities	1,000	
33-1294-692000-53329-5100	Contracted Services : EHS Administration - Father involvement training/courses and family engagement for 4 training series - Trainers to provide technical assistance conferences, registration, materials for Policy Council & EHS staff - TA and coaching for parent educators on home visits & socialization; PITC training for home base & Center base programs - Child Plus consultant to provide technical assistance for database system	14,000	
Total Project 1294	EHS 2019 - Training & Technical Assistance	43,536	43,536

SPECIAL PROJECT DETAILED BUDGET #25XX

NAME: Zero Textbook Cost (ZTC) Degree Equity Champion Grant (Santa Ana College)

FISCAL YEAR: 2019/2020

CONTRACT TERM: 01/01/2019 - 12/31/2019

Proj Adm: Carol Comeau

CONTRACT AWARD: \$2,000

Proj Dir: Cherylee Kushida

PRIME SPONSOR: West Hills Community College District

Date: 01/02/2019

FISCAL AGENT: West Hills CCD

PRIME AWARD No.: N/A

Account String	Description	New Budget	
		Debit	Credit
12-25XX-000000-10000-8659	Other Reimb Categorical Allow : Santa Ana College		2,000
12-25XX-619000-15054-1483	Beyond Contr - Reassigned Time : Distance Education Jodi Coffman, \$809 stipend for OER Counselor Annie Knight, \$809 stipend for OER librarian	1,618	
12-25XX-619000-15054-3115	STRS - Non-Instructional : Distance Education	263	
12-25XX-619000-15054-3325	Medicare - Non-Instructional : Distance Education	24	
12-25XX-619000-15054-3435	H & W - Retiree Fund Non-Inst : Distance Education	58	
12-25XX-619000-15054-3515	SUI - Non-Instructional : Distance Education	1	
12-25XX-619000-15054-3615	WCI - Non-Instructional : Distance Education	36	
	Total 25XX - ZTCD Equity Champion Grant (SAC)	2,000	2,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Sub-Agreements between RSCCD and Foothill-DeAnza, Yuba and Santa Clarita Community College Districts to Award 2018/2019 Deputy Sector Navigator Grants to Host Colleges/ Districts in the State of California	
Action:	Request for Approval	

BACKGROUND

Through a competitive grant competition, 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. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talents engaged for the *Doing What Matters* Framework, as well as for other special projects and partners.

ANALYSIS

A second round of competitive applications were released by the Chancellor's Office in October 2018 for the 2018/2019 Deputy Sector Navigators (DSNs). Thirteen (13) DSN roles are remaining and for host colleges to sponsor these roles. DSNs support program development and industry engagement for each region's priority and emerging sectors. Selection committees reviewed and evaluated DSN and host college applications, and completed the process for selections and recommendations. The fiscal agent, RSCCD, was provided a list of four hosts and DSNs selected/recommended by the committees, and created sub-agreements with the colleges/districts that have been selected to serve as hosts for the DSNs. Each host will receive \$200,000, to support the DSN position and sector strategies. The performance period for second round recipients is January 1, 2019, through December 31, 2019. The Scope of Work for each sub-agreement will consist of a project application that has been approved by the Chancellor's Office.

List of Selected 2018/2019 DSN & Host Colleges (round two)

Sector	Host College	CCD	Agreement #	Amount
Bay Region				
Energy, Construction & Utilities	Foothill	Foothill-DeAnza	18-2565-63	200,000
North/Far North				
Agriculture, Water & Environmental Technologies	Woodland Community	Yuba	18-2565-64	200,000
Global Trade	Woodland Community	Yuba	18-2565-65	200,000
South Central Coast				
Advanced Manufacturing	College of the Canyons	Santa Clarita	18-2565-66	200,000
Total				800,000

Project Director: Sarah Santoyo

Project Administrator: Enrique Perez

RECOMMENDATION

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

Fiscal Impact: \$800,000 (grant-funded)	Board Date: January 14, 2019
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14th day of January, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **NAME OF COLLEGE DISTRICT**, on behalf of **COLLEGE NAME** (hereinafter “SUBCONTRACTOR”), which is hosting the **REGION Deputy Sector Navigator for SECTOR**. 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 #18-207-001 (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 Doing What Matters 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 **REGION Deputy Sector Navigator for SECTOR**, which is supported by the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2019, through December 31, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000, with 4% allowable for SUBCONTRACTOR indirect costs.

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, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Matching Contribution

There is a one-to-one matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of each project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40% after the Agreement is fully executed, a progress payment of 50%, and a final payment of 10%. Payments will occur through submission of invoices.

SUBCONTRACTOR must submit invoices for payment to RS@cccoco.edu. Invoices will be reviewed and approved by the Project Monitor and then paid by RSCCD. Refer to the Invoice Form and Instructions (*exhibit D*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. Deputy Sector Navigator Selection and Hiring

The selection of the Deputy Sector Navigators (DSN) and host colleges were conducted independently. If a selected host college is different from the college identified in a selected DSN's application, the selected host college is expected to host the selected DSN. This is not to say that the host college is to forgo its processes and procedures. In the event that the host college does not agree to host the selected DSN, it must provide a written statement that explains the rationale for that decision, which will be reviewed by RSCCD and the PRIME SPONSOR to inform their efforts to resolve the situation.

The host college will determine the process for hiring the selected DSN and will inform RSCCD and the PRIME SPONSOR about this process. RSCCD and the PRIME SPONSOR will review the process and hiring terms to ensure compliance with the expectations for the host college and DSN roles.

9. Performance

Selected DSNs and hosts are eligible for renewal for up to four years after the original award year, 2018-2019. Renewal is not automatic but will be based on performance of the Roles and Responsibilities (*see Exhibit B*). Standard performance indicators include, but are not limited to, appropriate and timely use of funds, completion of workplan activities, submission of reports in a timely manner as required by the PRIME SPONSOR, participation in required Key Talent meetings and events (e.g., Sector Navigator calls, “All-Hands” meetings, etc.), and progress toward achievement of outcomes and metrics pertinent to the workplan. The PRIME SPONSOR may consider other performance indicators to assess renewal eligibility. The PRIME SPONSOR is responsible for informing RSCCD, DSNs and host colleges of performance expectations at the beginning of the project and as changes in performance requirements occur.

10. 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.

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 or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority’s approval that relate to this Agreement.

13. Record Keeping

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

14. Audit

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

Agreement.

15. Mutual Indemnification

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

16. Termination

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

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

17. Disputes

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

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

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement

shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Sarah Santoyo
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
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: _____

Supervisor of Record for the DSN (if different from Primary Contact):
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. 07/18 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: **COLLEGE**
DISTRICT NAME

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: January 14, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

Exhibit D: Invoice Form and Instructions

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

FISCAL YEAR:	2018/19	(e.g. 2014/15)
RFA NUMBER:	18-207	(xx-xxx)
PROJECT:	Deputy Sector Navigator	
FUNDING SOURCE:	Workforce & Economic Development Division	
MATCH % REQUIRED:	100%	Match is required please type the percentage for the match.

Each host college will work with its DSN to complete the Appendix B (the project application) forms, which will constitute the scope of work to be performed by each host college & DSN. The Chancellor's Office staff will review and approve the Appendix B forms for each DSN grant.

APPENDIX B

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee): **Please Select District**

COLLEGE:

PROJECT: Deputy Sector Navigator

FISCAL YEAR: 2018/19

RFA NUMBER: 18-207

FUNDING SOURCE: Workforce & Economic Development Division

PROJECT BUDGET: \$ **200,000**

APPENDIX B

EXHIBIT A

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

COLLEGE: 0.0

RFA NUMBER: 18-207

CONTACT PAGE

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

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

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

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

Person Responsible for Data Entry			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

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

Person Responsible for Budget Certification			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

EXHIBIT A

PROJECT: Deputy Sector Navigator

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

COLLEGE: 0.0

RFA NUMBER: 18-207

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	200,000
1000		\$	-
		\$	-
2000		\$	-
		\$	-
3000	Employee Benefits	\$	-
		\$	-
		\$	-
4000	Supplies and Materials	\$	-
		\$	-
		\$	-
5000	Other Operating Expenses and Services	\$	-
		\$	-
		\$	-
		\$	-
6000	Capital Outlay	\$	-
		\$	-
7000	Other Outgo	\$	-
		\$	-
TOTAL DIRECT COSTS:		\$	0
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	0
TOTAL COSTS:		\$	0

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

EXHIBIT A

PROJECT: Deputy Sector Navigator

DISTRICT: 0.0

COLLEGE: 0.0

RFA NUMBER: 18-207

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH	
		100%	200,000
1000		\$	-
		\$	-
2000		\$	-
		\$	-
3000		\$	-
		\$	-
4000		\$	-
		\$	-
5000		\$	-
		\$	-
6000		\$	-
		\$	-
7000		\$	-
		\$	-
TOTAL DIRECT COSTS:		\$	0
TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):			
TOTAL COSTS:		\$	0

Match must be equal or greater than the Required Match Amount

APPENDIX B

EXHIBIT A

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

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

COLLEGE: 0.0

RFA NUMBER: 18-207

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
			\$ 200,000	\$ 200,000
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
TOTAL DIRECT COSTS:		8	\$ 0	\$ 0
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$ 0	
TOTAL COSTS:		10	\$ 0	\$ 0

Match must be equal or greater than the Required Match Amount

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: _____

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

EXHIBIT A

PROJECT: Deputy Sector Navigator

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

COLLEGE: 0.0

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1				
1.2				
1.3				

5.2 (16)

EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

Overview of the Host, Supervisor of Record (SOR) and Deputy Sector Navigator (DSN)

Roles: The Host recognizes that the role of the DSN is to support regional as well as statewide sector-based endeavors as represented in their workplan. The DSN is not to be considered a resource to the host college any more or less than other colleges in the region.

The Supervisor of Record, SOR, is a role that is intended to assist and champion the DSN's regional mission and unique administrative needs within the host campus organization. The regional scope and DSN activities regarding regional expenditures (including at other colleges), travel, as well as vendor relations relating to regional or statewide projects often need an advocate within the host. SORs have a first line of responsibility to support and monitor this regional work, and to offer constructive support and guidance to the DSN in implementation of the work plan, while seeking clarity on any sector specific endeavors from the Sector Navigator (SN).

The Supervisor of Record (SOR) Role and Responsibilities: each host of a DSN identifies a Supervisor-of-Record who ensures that the DSN is performing a regional role and fulfilling the responsibilities required for the position as described in the DSN Role and Responsibilities section below. The SOR is responsible for the following:

WORKPLAN;

- Assist the DSN to develop or modify a workplan, as needed, and ensure that the workplan objectives are reasonable, attainable, specific and measurable, and that the DSN has identified a system to collect data and information on project activities and outcomes.
- Ensure that the workplan has been reviewed and approved by the Sector Navigator and Regional Consortium as required by the Chancellor's Office.

PERFORMANCE

- Meet with the DSN at least quarterly to monitor performance, using the workplan as a reference to evaluate progress. Monthly progress reviews are preferable, especially when questions of performance arise.
- Keep informed about submission of quarterly reports, and follow-up with the DSN if reports are delayed or submitted late.
- Keep informed about Sector Navigator initiatives that impact program implementation in the region.
- Ensure that the DSN supports all community colleges in the region that have programs relevant to the sector. This does not preclude the DSN supporting the host college, which is one of the colleges in the region. However, DSN services cannot be solely directed to the host college.
- Work with the Chancellor's Office and the DSN to provide support, assistance, and intervention as needed should performance issues emerge.

FISCAL MANAGEMENT

- Ensure that all funds are spent in compliance with grant terms and conditions, and by the end of the grant period, and that budget requests (such as modifications and extensions) are submitted in a timely manner and as required according to the requirements of the Chancellor's Office.

EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

COMPLIANCE

- Complete SOR On-Boarding activities provided by the Chancellor's Office.
- Become familiar with the Agreement to serve as the host for the DSN, in order to fully comply with all conditions and requirements outlined therein.
- Notify the Chancellor's Office in the event that the SoR is changed.

Deputy Sector Navigator Role and Responsibilities:

Deputy Sector Navigators (DSNs) work with business and industry, colleges and other stakeholders to help create career educational opportunities for students. They proactively engage industry with the colleges in creating initiatives that enable student employment and lifelong learning in the sector. Consistent with the *Vision for Success*, DSNs connect colleges with opportunities to enrich student success in career education through relationships with business and industry, assist faculty and programs to increase student employability, and facilitate access to resources. Key requirements are for DSNs to apply business and industry expertise and fluency in articulating priorities, such that the colleges can take effective action.

DSN benefits to the colleges for an assigned sector include:

- Increased enrollment in college programs
- Increased student persistence and completion
- Increased student employment in living wage jobs

DSNs benefits to industry include:

- Bridging supply/demand gaps
- Enhancing the talent pipeline from colleges into the industry
- Upskilling incumbent workers to meet new technological demands

In addition, DSNs provide services to industry through facilitation of initiatives designed to increase economic development of the sector and promote workforce development activities.

Specific DSN Roles and Responsibilities:

Build and Manage Industry Partnerships:

- Identify industry priorities through industry data, LMI data, LaunchBoard, and Centers of Excellence research, focusing on:
 - Supply/demand gaps that can be filled by the colleges
 - Skills gaps that can be filled by the colleges
 - Market and technology trends that are impacting workforce requirements
 - Economic and policy drivers that can be leveraged in workforce development
 - Key industry players such as associations and major employers
 - Key community college programs in the region that can be leveraged

EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

- Cultivate regional industry advisory councils with the following functions:
 - Engage major employers across the regional labor market
 - Develop a common understanding of supply/demand and skills gaps
 - Initiate and manage industry engagement with faculty and administrators
 - Convene regional collaboratives to facilitate faculty and industry joint actions
 - Facilitate sustainability of the regional collaboratives
- Conduct additional research as required:
 - Convene industry focus groups on specific occupations or initiatives
 - Attend conferences and seminars to expand knowledge of industry priorities
 - Arrange primary research to inform curriculum development
 - Convene sector specific faculty groups

Develop Initiatives to Enrich Student Success:

- Develop and execute a regional sector strategy
 - Engage industry stakeholders, the SN, and other DSNs in creating a strategic plan to benefit the region's community college programs by addressing industry priorities
 - Involve external stakeholders such as: workforce boards, regional economic development groups, nonprofit groups, K-12, and others
 - Support community college staff to implement the Strong Workforce Program; such as Workforce Pathway Coordinators, K-14 Technical Assistance Providers
 - Involve internal stakeholders, such as; Chief Instructional officers, CTE Deans, CTE Directors, CTE faculty, and others
- Create program enrichment proposals for consideration by the colleges:
 - To increase enrollment
 - To build or enhance Guided Pathways
 - To bridge supply/demand gaps
 - To bridge skills gaps
 - To align with regional industry priorities
 - To align with industry-recognized credentials
- Assist Colleges in executing successful initiatives:
 - Assist colleges and programs with market intelligence information
 - Coordinate sector focused faculty professional development
 - Infuse current industry expertise into curriculum development
 - Build CTE faculty communities of practice
 - Braid funds to support initiatives
- Align with each college's integrated planning process
 - Secure dean-level approval before proposing new initiative to a college
 - Prepare documentation needed for college approval
 - Assist in curriculum planning and approval process
 - Maintain appropriate information flow with the CTE Dean and college administration

Leverage Assistance and Resources:

- Align regional initiatives with statewide sector strategies

EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

- Collaborate with the statewide Sector Navigators (SN) and other DSNs in developing initiatives
- Work with the Chancellor's Office, RC and COE to integrate initiatives into the regional plan/strategy
- Facilitate preparation and approval of SWP and other funding sources
- Match new funding opportunities to appropriate initiatives and colleges
- Assist in identifying adjunct instructors within industry
- Provide resources to convene colleges in communities of practice
- Facilitate connections to initiatives and resources from Workforce boards and regional economic development councils

Perform Grant and Fiscal Management:

- Participate in sector strategic planning and professional development (e.g., on-boarding, "All Hands on Deck") meetings scheduled by the Sector Navigator, Regional Consortium or Chancellor's Office.
- Implement the workplan activities and perform normative and summative assessment to determine effectiveness in achieving objectives and outcomes, and impact on metrics.
- Monitor expenditures and perform budget planning to forecast spending in order to ensure that grant funds are spent on allowable expenditures and that all funds are spent by the end of the grant period.
- Submit reports on time and as required by the Chancellor's Office.
- Submit requests for budget modifications or extensions in a timely manner and as requested by the Chancellor's Office.
- Keep the Supervisor of Record informed about progress on implementation of the workplan, achievement of objectives and metrics, and submission of reports.

Assurances

Acknowledgment of understanding and acceptance of the roles and responsibilities of the host college, Supervisor of Record, and Deputy Sector Navigator as presented in Exhibit B.

Host College Contact Certification

Print Name:
Signature :
Date:

Supervisor of Record Certification (if different from Host College Contact)

Print Name:
Signature :
Date:

Deputy Sector Navigator Certification

Print Name:
Signature :
Date:

Chancellor's Office, California Community Colleges
Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

**Key Talent Administration & Sector Strategy Fiscal Agent
Program-Specific Legal Terms and Conditions
July 2018**

ARTICLE II

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

COLLEGE/DISTRICT LETTERHEAD/LOGO

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

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: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

Instructions for Invoice Template

All invoices must be submitted electronically to the CCCCCO's Accounting Office inbox (RS@cccco.edu). The email's subject line must state "Invoice Enclosed – District/LEA Acronym – Agreement Number". If you are re-submitting a **corrected** invoice, please state it in the subject line "REVISED Invoice Enclosed -District/LEA Acronym - Agreement Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCCO Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rsccd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. - Enter an invoice number to be used for internal purposes by the community college district/college.

Name –Using the drop down list to select the District name or enter information manually. The name must match the name listed on the grant sub-agreement with the Fiscal Agent.

Address - Enter the District address which should match the grant sub-agreement with the Fiscal Agent.

Agreement Number - Enter the grant sub-agreement number, contract number, or other unique identifier.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type - Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered - Provide a description of the work performed and the dates of services rendered.

Total Amount Due - Enter the amount invoiced to CCCCCO.

District/College Accounting Office Contact Information - Identify an accounting office contact.

District/College Program Contact Information - Identify a program contact who can address questions about the work performed.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date:	January 14, 2019
Re:	Approval of First Amendments to Sub-Agreements between RSCCD and Allan Hancock Joint, Cerritos, Chaffey, Coast, Contra Costa, Desert, Foothill-DeAnza, Grossmont-Cuyamaca, Lake Tahoe, Long Beach, Los Angeles, Los Rios, Merced, MiraCosta, Ohlone, Peralta, Rio Hondo, San Bernardino, San Diego, San Francisco, San Joaquin Delta, San Luis Obispo County, San Mateo, Santa Clarita, Sequoias, Shasta-Tehama-Trinity Joint, Sierra Joint, Sonoma County Junior, South Orange County, Southwestern, State Center, Victor Valley, and Yosemite Community College Districts for the 2018/2019 Deputy Sector Navigator Grants awarded to Host Colleges/Districts in the State of California		
Action:	Request for Approval		

BACKGROUND

Through a competitive grant competition, 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. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talents engaged for the *Doing What Matters* Framework, as well as for other special projects and partners.

ANALYSIS

The Chancellor's Office and the fiscal agent, RSCCD have agreed to change the terms of payment from a reimbursement basis to a set payment schedule. As the workplan activities, outcomes and timelines have been developed in collaboration with the Chancellor's Office, a set payment schedule has been identified as the preferred method of payment. Consequently, a first amendment to these agreements have been developed to revise the payment clause. In addition, the clause on invoicing has been revised to reflect the invoicing process developed by the Chancellor's Office for fiscal agents. All other terms and provisions of the Agreement remain unchanged.

Project Director: Sarah Santoyo

Project Administrator: Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the 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: January 14, 2019
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

List of Selected 2018/2019 DSN & Host Colleges (first round)

Sector	Host College	Host District	Amendment #
Region: Bay Area			
ICT/Digital Media	Diablo Valley College	Contra Costa CCD	DO-18-2565-07.01
Business & Entrepreneurship	Foothill College	Foothill-DeAnza CCD	DO-18-2565-04.01
Life Science/Biotech	Ohlone College	Ohlone CCD	DO-18-2565-08.01
Advanced Manufacturing	Laney College	Peralta CCD	DO-18-2565-01.01
Advanced Transportation & Logistics	City College of San Francisco	San Francisco CCD	DO-18-2565-02.01
Retail/Hospitality/Tourism	San Mateo CCD	San Mateo CCD	DO-18-2565-43.01
Agriculture, Water & Environmental Technologies	Santa Rosa Junior College	Sonoma County Junior CD	DO-18-2565-03.01
Business & Entrepreneurship	Santa Rosa Junior College	Sonoma County Junior CD	DO-18-2565-05.01
Region: Central Valley/Mother Lode			
Retail/Hospitality/Tourism	Merced College	Merced CCD	DO-18-2565-14.01
Business & Entrepreneurship	San Joaquin Delta College	San Joaquin Delta CCD	DO-18-2565-11.01
Health	College of the Sequoias	Sequoias CCD	DO-18-2565-12.01
ICT/Digital Media	Fresno City College	State Center CCD	DO-18-2565-13.01
Agriculture, Water & Environmental Technologies	Modesto Junior College	Yosemite CCD	DO-18-2565-10.01
Region: Inland Empire/Desert			
Advanced Manufacturing	Chaffey College	Chaffey CCD	DO-18-2565-44.01
Energy, Construction & Utilities	College of the Desert	Desert CCD	DO-18-2565-16.01
Health	College of the Desert	Desert CCD	DO-18-2565-17.01
ICT/Digital Media	San Bernardino CCD	San Bernardino CCD	DO-18-2565-18.01
Business & Entrepreneurship	Victor Valley College	Victor Valley CCD	DO-18-2565-15.01
Region: Los Angeles and Orange County			
Advanced Transportation & Logistics	Cerritos College	Cerritos CCD	DO-18-2565-19.01
Business & Entrepreneurship	Cerritos College	Cerritos CCD	DO-18-2565-21.01
Advanced Transportation & Logistics	Golden West College	Coast CCD	DO-18-2565-20.01
Health	Golden West College	Coast CCD	DO-18-2565-23.01
Retail/Hospitality/Tourism	Orange Coast College	Coast CCD	DO-18-2565-25.01
Global Trade	Long Beach City College	Long Beach CCD	DO-18-2565-61.01
Health	East Los Angeles College	Los Angeles CCD	DO-18-2565-60.01
ICT/Digital Media	Rancho Santiago CCD	Rancho Santiago CCD	n/a

Sector	Host College	Host District	Amendment #
Business & Entrepreneurship	Santa Ana College	Rancho Santiago CCD	n/a
Energy, Construction & Utilities	Rio Hondo College	Rio Hondo CCD	DO-18-2565-22.01
Health	Rio Hondo College	Rio Hondo CCD	DO-18-2565-24.01
Energy, Construction & Utilities	Saddleback College	South Orange County CCD	DO-18-2565-45.01
Region: North/Far North			
Retail/Hospitality/Tourism	Lake Tahoe Community College	Lake Tahoe CCD	DO-18-2565-35.01
Advanced Transportation & Logistics	American River College	Los Rios CCD	DO-18-2565-27.01
ICT/Digital Media	Cosumnes River College	Los Rios CCD	DO-18-2565-34.01
Health	Sacramento City College	Los Rios CCD	DO-18-2565-32.01
Advanced Manufacturing	Shasta College	Shasta-Tehama-Trinity Joint CCD	DO-18-2565-26.01
Business & Entrepreneurship	Shasta College	Shasta-Tehama-Trinity Joint CCD	DO-18-2565-28.01
Advanced Manufacturing	Sierra College	Sierra Joint CCD	DO-18-2565-62.01
Region: San Diego/Imperial			
Health	Grossmont College	Grossmont-Cuyamaca CCD	DO-18-2565-37.01
Business & Entrepreneurship	MiraCosta College	MiraCosta CCD	DO-18-2565-46.01
Life Science/Biotech	MiraCosta College	MiraCosta CCD	DO-18-2565-48.01
Advanced Transportation & Logistics	San Diego Miramar College	San Diego CCD	DO-18-2565-36.01
Global Trade	Southwestern CCD	Southwestern CCD	DO-18-2565-47.01
Agriculture, Water & Environmental Technologies	Allan Hancock College	Allan Hancock Joint CCD	DO-18-2565-49.01
Business & Entrepreneurship	Cuesta College	San Luis Obispo County CCD	DO-18-2565-39.01
ICT/Digital Media	Santa Clarita CCD	Santa Clarita CCD	DO-18-2565-40.01
Health	Santa Clarita CCD	Santa Clarita CCD	DO-18-2565-50.01

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

This first amendment (hereinafter “Amendment”) is entered into on this 14th day of January, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [Name of College District], on behalf of [College Name] (hereinafter “SUBCONTRACTOR”), which is hosting the [Region] Deputy Sector Navigator for [Sector], to amend that certain agreement #DO-18-2565-[xx] (hereinafter “Agreement”) between the parties dated [Month Day], 2018, with a term of November 1, 2018, through October 31, 2019 (hereinafter “Term”). 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 #18-207-001 (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 Doing What Matters 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 [Region] Deputy Sector Navigator for [Sector], which is supported by the Grant according to the terms and conditions hereinafter set forth;

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

Payment and Invoicing will be amended as follows:

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40% after the Agreement is fully executed, a progress payment of 50%, and a final payment of 10%. Payments will occur through submission of invoices.

SUBCONTRACTOR must submit invoices for payment to RS@cccoco.edu. Invoices will be reviewed and approved by the Project Monitor and then paid by RSCCD. Refer to the Invoice Form and Instructions (*exhibit D*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the 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: [Name of
Community College District]

By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: January 14, 2019

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

List of Exhibits (revised January 2019)

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

Exhibit D: Invoice Form and Instructions

COLLEGE/DISTRICT LETTERHEAD/LOGO

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

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: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

Instructions for Invoice Template

All invoices must be submitted electronically to the CCCCCO's Accounting Office inbox (RS@cccco.edu). The email's subject line must state "Invoice Enclosed – District/LEA Acronym – Agreement Number". If you are re-submitting a **corrected** invoice, please state it in the subject line "REVISED Invoice Enclosed -District/LEA Acronym - Agreement Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCCO Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rscsd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. - Enter an invoice number to be used for internal purposes by the community college district/college.

Name –Using the drop down list to select the District name or enter information manually. The name must match the name listed on the grant sub-agreement with the Fiscal Agent.

Address - Enter the District address which should match the grant sub-agreement with the Fiscal Agent.

Agreement Number - Enter the grant sub-agreement number, contract number, or other unique identifier.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type - Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered - Provide a description of the work performed and the dates of services rendered.

Total Amount Due - Enter the amount invoiced to CCCCCO.

District/College Accounting Office Contact Information - Identify an accounting office contact.

District/College Program Contact Information - Identify a program contact who can address questions about the work performed.

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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 29th day of October, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **NAME OF COLLEGE DISTRICT**, on behalf of **COLLEGE NAME** (hereinafter “SUBCONTRACTOR”), which is hosting the **REGION Deputy Sector Navigator for SECTOR**. 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 #18-207-001 (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 Doing What Matters 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 **REGION Deputy Sector Navigator for SECTOR**, which is supported by the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from November 1, 2018 through October 31, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000, with 4% allowable for SUBCONTRACTOR indirect costs.

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, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Matching Contribution

There is a one-to-one matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of each project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment will occur through a cost-reimbursement process, wherein SUBCONTRACTOR will submit quarterly invoices based on actual expenditures. A quarterly invoice schedule will be provided to SUBCONTRACTOR that aligns with the Chancellor's Office reporting timelines.

SUBCONTRACTOR must include detailed budget reports with their invoices and reference the Agreement number (refer to footer). RSCCD may request additional back-up documentation to determine allowability of expenditures, if needed. Submit invoices to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo
2323 North Broadway
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. Deputy Sector Navigator Selection and Hiring

The selection of the Deputy Sector Navigators (DSN) and host colleges were conducted independently. If a selected host college is different from the college identified in a selected DSN's application, the selected host college is expected to host the selected DSN. This is not to say that the host college is to forgo its processes and procedures. In the event that the host college does not agree to host the selected DSN, it must provide a written statement that explains the rationale for that decision, which will be reviewed by RSCCD and the PRIME SPONSOR to inform their efforts to resolve the situation. This occurrence may also result in changing the host college and could, therefore, impact this Agreement.

The host college will determine the process for hiring the selected DSN and will inform RSCCD and the PRIME SPONSOR about this process. RSCCD and the PRIME SPONSOR will review the process and hiring terms to ensure compliance with the expectations for the host college and DSN roles.

9. Performance

Selected DSNs and hosts are eligible for renewal for up to four years after the original award year, 2018-2019. Renewal is not automatic but will be based on performance of the Roles and Responsibilities (*see Exhibit B*). Standard performance indicators include, but are not limited to, appropriate and timely use of funds, completion of workplan activities, submission of reports in a timely manner as required by the PRIME SPONSOR, participation in required Key Talent meetings and events (e.g., Sector Navigator calls, “All-Hands” meetings, etc.), effective teamwork and collaboration with RSCCD as well as with their assigned Chancellor’s Office monitor, and progress toward achievement of outcomes and metrics pertinent to the workplan. The PRIME SPONSOR may consider other performance indicators to assess renewal eligibility. After consultation with the Chancellor’s Office assigned monitor, the PRIME SPONSOR is responsible for informing RSCCD, DSNs, and host colleges of performance expectations at the beginning of the project and as changes in performance requirements occur.

10. 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.

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 or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority’s approval that relate to this Agreement.

13. Record Keeping

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

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s),

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

15. Mutual Indemnification

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

16. Termination

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

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

17. Disputes

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

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

criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

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

RSCCD: Primary Contact:
Sarah Santoyo
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

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

SUBCONTRACTOR:

Primary Contact:
NAME
COLLEGE
ADDRESS
CITY, STATE ZIP
PHONE, EMAIL

Supervisor of Record for the DSN (if different from Primary Contact):
NAME
COLLEGE
ADDRESS
CITY, STATE ZIP
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. 07/18 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: **COLLEGE**
DISTRICT NAME

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: October 29, 2018

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

FISCAL YEAR:	2018/19	(e.g. 2014/15)
RFA NUMBER:	18-207	(xx-xxx)
PROJECT:	Deputy Sector Navigator	
FUNDING SOURCE:	Workforce & Economic Development Division	
MATCH % REQUIRED:	100%	Match is required please type the percentage for the match.

Each host college will work with its DSN to complete the Appendix B (the project application) forms, which will constitute the scope of work to be performed by each host college & DSN. The Chancellor's Office staff will review and approve the Appendix B forms for each DSN grant.

APPENDIX B

EXHIBIT A

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

COLLEGE: 0.0

RFA NUMBER: 18-207

CONTACT PAGE

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

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

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

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

Person Responsible for Data Entry			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

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

Person Responsible for Budget Certification			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

EXHIBIT A

PROJECT: Deputy Sector Navigator

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

COLLEGE: 0.0

RFA NUMBER: 18-207

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	200,000
1000		\$	-
		\$	-
2000		\$	-
		\$	-
3000	Employee Benefits	\$	-
		\$	-
		\$	-
4000	Supplies and Materials	\$	-
		\$	-
		\$	-
5000	Other Operating Expenses and Services	\$	-
		\$	-
		\$	-
		\$	-
6000	Capital Outlay	\$	-
		\$	-
7000	Other Outgo	\$	-
		\$	-
TOTAL DIRECT COSTS:		\$	0
TOTAL INDIRECT COSTS (Not to exceed 2% of Direct Costs):		\$	0
TOTAL COSTS:		\$	0

APPENDIX B

EXHIBIT A

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: 0.0

COLLEGE: 0.0

RFA NUMBER: 18-207

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH	
		100%	200,000
1000		\$ -	-
		\$ -	-
2000		\$ -	-
		\$ -	-
3000		\$ -	-
		\$ -	-
4000		\$ -	-
		\$ -	-
5000		\$ -	-
		\$ -	-
6000		\$ -	-
		\$ -	-
7000		\$ -	-
		\$ -	-
TOTAL DIRECT COSTS:		\$ 0	0
TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):			
TOTAL COSTS:		\$ 0	0

Match must be equal or greater than the Required Match Amount

APPENDIX B

EXHIBIT A

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

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

COLLEGE: 0.0

RFA NUMBER: 18-207

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
			\$ 200,000	\$ 200,000
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
TOTAL DIRECT COSTS:		8	\$ 0	\$ 0
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$ 0	
TOTAL COSTS:		10	\$ 0	\$ 0

Match must be equal or greater than the Required Match Amount

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: _____

APPENDIX B

EXHIBIT A

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

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

COLLEGE: 0.0

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1				
1.2				
1.3				

5.3 (22)

EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

Overview of the Host, Supervisor of Record (SOR) and Deputy Sector Navigator (DSN)

Roles: The Host recognizes that the role of the DSN is to support regional as well as statewide sector-based endeavors as represented in their workplan. The DSN is not to be considered a resource to the host college any more or less than other colleges in the region.

The Supervisor of Record, SOR, is a role that is intended to assist and champion the DSN's regional mission and unique administrative needs within the host campus organization. The regional scope and DSN activities regarding regional expenditures (including at other colleges), travel, as well as vendor relations relating to regional or statewide projects often need an advocate within the host. SORs have a first line of responsibility to support and monitor this regional work, and to offer constructive support and guidance to the DSN in implementation of the work plan, while seeking clarity on any sector specific endeavors from the Sector Navigator (SN).

The Supervisor of Record (SOR) Role and Responsibilities: each host of a DSN identifies a Supervisor-of-Record who ensures that the DSN is performing a regional role and fulfilling the responsibilities required for the position as described in the DSN Role and Responsibilities section below. The SOR is responsible for the following:

WORKPLAN;

- Assist the DSN to develop or modify a workplan, as needed, and ensure that the workplan objectives are reasonable, attainable, specific and measurable, and that the DSN has identified a system to collect data and information on project activities and outcomes.
- Ensure that the workplan has been reviewed and approved by the Sector Navigator and Regional Consortium as required by the Chancellor's Office.

PERFORMANCE

- Meet with the DSN at least quarterly to monitor performance, using the workplan as a reference to evaluate progress. Monthly progress reviews are preferable, especially when questions of performance arise.
- Keep informed about submission of quarterly reports, and follow-up with the DSN if reports are delayed or submitted late.
- Keep informed about Sector Navigator initiatives that impact program implementation in the region.
- Ensure that the DSN supports all community colleges in the region that have programs relevant to the sector. This does not preclude the DSN supporting the host college, which is one of the colleges in the region. However, DSN services cannot be solely directed to the host college.
- Work with the Chancellor's Office and the DSN to provide support, assistance, and intervention as needed should performance issues emerge.

FISCAL MANAGEMENT

- Ensure that all funds are spent in compliance with grant terms and conditions, and by the end of the grant period, and that budget requests (such as modifications and extensions) are submitted in a timely manner and as required according to the requirements of the Chancellor's Office.

EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

COMPLIANCE

- Complete SOR On-Boarding activities provided by the Chancellor's Office.
- Become familiar with the Agreement to serve as the host for the DSN, in order to fully comply with all conditions and requirements outlined therein.
- Notify the Chancellor's Office in the event that the SoR is changed.

Deputy Sector Navigator Role and Responsibilities:

Deputy Sector Navigators (DSNs) work with business and industry, colleges and other stakeholders to help create career educational opportunities for students. They proactively engage industry with the colleges in creating initiatives that enable student employment and lifelong learning in the sector. Consistent with the *Vision for Success*, DSNs connect colleges with opportunities to enrich student success in career education through relationships with business and industry, assist faculty and programs to increase student employability, and facilitate access to resources. Key requirements are for DSNs to apply business and industry expertise and fluency in articulating priorities, such that the colleges can take effective action.

DSN benefits to the colleges for an assigned sector include:

- Increased enrollment in college programs
- Increased student persistence and completion
- Increased student employment in living wage jobs

DSNs benefits to industry include:

- Bridging supply/demand gaps
- Enhancing the talent pipeline from colleges into the industry
- Upskilling incumbent workers to meet new technological demands

In addition, DSNs provide services to industry through facilitation of initiatives designed to increase economic development of the sector and promote workforce development activities.

Specific DSN Roles and Responsibilities:

Build and Manage Industry Partnerships:

- Identify industry priorities through industry data, LMI data, LaunchBoard, and Centers of Excellence research, focusing on:
 - Supply/demand gaps that can be filled by the colleges
 - Skills gaps that can be filled by the colleges
 - Market and technology trends that are impacting workforce requirements
 - Economic and policy drivers that can be leveraged in workforce development
 - Key industry players such as associations and major employers
 - Key community college programs in the region that can be leveraged

EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

- Cultivate regional industry advisory councils with the following functions:
 - Engage major employers across the regional labor market
 - Develop a common understanding of supply/demand and skills gaps
 - Initiate and manage industry engagement with faculty and administrators
 - Convene regional collaboratives to facilitate faculty and industry joint actions
 - Facilitate sustainability of the regional collaboratives
- Conduct additional research as required:
 - Convene industry focus groups on specific occupations or initiatives
 - Attend conferences and seminars to expand knowledge of industry priorities
 - Arrange primary research to inform curriculum development
 - Convene sector specific faculty groups

Develop Initiatives to Enrich Student Success:

- Develop and execute a regional sector strategy
 - Engage industry stakeholders, the SN, and other DSNs in creating a strategic plan to benefit the region's community college programs by addressing industry priorities
 - Involve external stakeholders such as: workforce boards, regional economic development groups, nonprofit groups, K-12, and others
 - Support community college staff to implement the Strong Workforce Program; such as Workforce Pathway Coordinators, K-14 Technical Assistance Providers
 - Involve internal stakeholders, such as; Chief Instructional officers, CTE Deans, CTE Directors, CTE faculty, and others
- Create program enrichment proposals for consideration by the colleges:
 - To increase enrollment
 - To build or enhance Guided Pathways
 - To bridge supply/demand gaps
 - To bridge skills gaps
 - To align with regional industry priorities
 - To align with industry-recognized credentials
- Assist Colleges in executing successful initiatives:
 - Assist colleges and programs with market intelligence information
 - Coordinate sector focused faculty professional development
 - Infuse current industry expertise into curriculum development
 - Build CTE faculty communities of practice
 - Braid funds to support initiatives
- Align with each college's integrated planning process
 - Secure dean-level approval before proposing new initiative to a college
 - Prepare documentation needed for college approval
 - Assist in curriculum planning and approval process
 - Maintain appropriate information flow with the CTE Dean and college administration

Leverage Assistance and Resources:

- Align regional initiatives with statewide sector strategies

EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

- Collaborate with the statewide Sector Navigators (SN) and other DSNs in developing initiatives
- Work with the Chancellor's Office, RC and COE to integrate initiatives into the regional plan/strategy
- Facilitate preparation and approval of SWP and other funding sources
- Match new funding opportunities to appropriate initiatives and colleges
- Assist in identifying adjunct instructors within industry
- Provide resources to convene colleges in communities of practice
- Facilitate connections to initiatives and resources from Workforce boards and regional economic development councils

Perform Grant and Fiscal Management:

- Participate in sector strategic planning and professional development (e.g., on-boarding, "All Hands on Deck") meetings scheduled by the Sector Navigator, Regional Consortium or Chancellor's Office.
- Implement the workplan activities and perform normative and summative assessment to determine effectiveness in achieving objectives and outcomes, and impact on metrics.
- Monitor expenditures and perform budget planning to forecast spending in order to ensure that grant funds are spent on allowable expenditures and that all funds are spent by the end of the grant period.
- Submit reports on time and as required by the Chancellor's Office.
- Submit requests for budget modifications or extensions in a timely manner and as requested by the Chancellor's Office.
- Keep the Supervisor of Record informed about progress on implementation of the workplan, achievement of objectives and metrics, and submission of reports.

Assurances

Acknowledgment of understanding and acceptance of the roles and responsibilities of the host college, Supervisor of Record, and Deputy Sector Navigator as presented in Exhibit B.

Host College Contact Certification

Print Name:
Signature :
Date:

Supervisor of Record Certification (if different from Host College Contact)

Print Name:
Signature :
Date:

Deputy Sector Navigator Certification

Print Name:
Signature :
Date:

Chancellor's Office, California Community Colleges
Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

**Key Talent Administration & Sector Strategy Fiscal Agent
Program-Specific Legal Terms and Conditions
July 2018**

ARTICLE II

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: January 14, 2019
Re: Approval of First Amendments to Sub-Agreements between RSCCD and Butte-Glenn Community College District for the 2018/2019 Deputy Sector Navigator Grants	
Action: Request for Approval	

BACKGROUND

Through a competitive grant competition, 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. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talents engaged for the *Doing What Matters* Framework, as well as for other special projects and partners.

ANALYSIS

The Chancellor's Office and the fiscal agent, RSCCD have agreed to change the terms of payment from a reimbursement basis to a set payment schedule. As the workplan activities, outcomes and timelines have been developed in collaboration with the Chancellor's Office, a set payment schedule has been identified as the preferred method of payment. Consequently, a first amendment to these agreements have been developed to revise the payment clause. In addition, the clause on invoicing has been revised to reflect the invoicing process developed by the Chancellor's Office for fiscal agents. Also, the host district requested that the disputes clause be revised to add a sentence in the last paragraph related to legal remedies available to the parties as prescribed by law.

Sector	Host College	Host District	Amendment #
Region: North/Far North			
Energy, Construction & Utilities	Butte	Butte-Glenn	DO-18-2565-29.01
Health	Butte	Butte-Glenn	DO-18-2565-31.01
ICT/Digital Media	Butte	Butte-Glenn	DO-18-2565-33.01

Project Director: Sarah Santoyo

Project Administrator: Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the 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: January 14, 2019
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**FIRST AMENDMENT TO SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

This first amendment (hereinafter “Amendment”) is entered into on this 14th day of January, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Butte-Glenn Community College District, on behalf of **Butte College** (hereinafter “SUBCONTRACTOR”), which is hosting the **North/Far North Region Deputy Sector Navigator for Energy, Construction & Utilities**, to amend that certain agreement #DO-18-2565-29 (hereinafter “Agreement”) between the parties dated October 29, 2018, with a term of November 1, 2018, through October 31, 2019 (hereinafter “Term”). 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 #18-207-001 (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 Doing What Matters 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 **North/Far North Region Deputy Sector Navigator for Energy, Construction & Utilities**, which is supported by the Grant according to the terms and conditions hereinafter set forth;

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

Payment and Invoicing will be amended as follows:

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40% after the Agreement is fully executed, a progress payment of 50%, and a final payment of 10%. Payments will occur through submission of invoices.

SUBCONTRACTOR must submit invoices for payment to RS@cccco.edu. Invoices will be reviewed and approved by the Project Monitor and then paid by RSCCD. Refer to the Invoice Form and Instructions (*exhibit D*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

Disputes will be amended as follows:

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. Nothing in this paragraph limits the legal remedies available to the Parties as prescribed by law.

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: Butte-Glenn
Community College District

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: January 14, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits (revised January 2019)

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

Exhibit D: Invoice Form and Instructions

**FIRST AMENDMENT TO SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

This first amendment (hereinafter “Amendment”) is entered into on this 14th day of January, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Butte-Glenn Community College District, on behalf of **Butte College** (hereinafter “SUBCONTRACTOR”), which is hosting the **North/Far North Region Deputy Sector Navigator for Health**, to amend that certain agreement #DO-18-2565-29 (hereinafter “Agreement”) between the parties dated October 29, 2018, with a term of November 1, 2018, through October 31, 2019 (hereinafter “Term”). 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 #18-207-001 (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 Doing What Matters 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 **North/Far North Region Deputy Sector Navigator for Health**, which is supported by the Grant according to the terms and conditions hereinafter set forth;

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

Payment and Invoicing will be amended as follows:

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40% after the Agreement is fully executed, a progress payment of 50%, and a final payment of 10%. Payments will occur through submission of invoices.

SUBCONTRACTOR must submit invoices for payment to RS@cccco.edu. Invoices will be reviewed and approved by the Project Monitor and then paid by RSCCD. Refer to the Invoice Form and Instructions (*exhibit D*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

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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. Nothing in this paragraph limits the legal remedies available to the Parties as prescribed by law.

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: Butte-Glenn
Community College District

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: January 14, 2019

Employer/Taxpayer Identification Number (EIN)

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Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

This first amendment (hereinafter “Amendment”) is entered into on this 14th day of January, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Butte-Glenn Community College District, on behalf of **Butte College** (hereinafter “SUBCONTRACTOR”), which is hosting the **North/Far North Region Deputy Sector Navigator for Information Communications Technology (ICT)/Digital Media**, to amend that certain agreement #DO-18-2565-29 (hereinafter “Agreement”) between the parties dated October 29, 2018, with a term of November 1, 2018, through October 31, 2019 (hereinafter “Term”). 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 #18-207-001 (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 Doing What Matters 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 **North/Far North Region Deputy Sector Navigator for Information Communications Technology (ICT)/Digital Media**, which is supported by the Grant according to the terms and conditions hereinafter set forth;

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

Payment and Invoicing will be amended as follows:

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40% after the Agreement is fully executed, a progress payment of 50%, and a final payment of 10%. Payments will occur through submission of invoices.

SUBCONTRACTOR must submit invoices for payment to RS@cccco.edu. Invoices will be reviewed and approved by the Project Monitor and then paid by RSCCD. Refer to the Invoice Form and Instructions (*exhibit D*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

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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. Nothing in this paragraph limits the legal remedies available to the Parties as prescribed by law.

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: Butte-Glenn
Community College District

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: January 14, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits (revised January 2019)

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Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

Exhibit D: Invoice Form and Instructions

COLLEGE/DISTRICT LETTERHEAD/LOGO

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

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: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

Instructions for Invoice Template

All invoices must be submitted electronically to the CCCCCO's Accounting Office inbox (RS@cccco.edu). The email's subject line must state "Invoice Enclosed – District/LEA Acronym – Agreement Number". If you are re-submitting a **corrected** invoice, please state it in the subject line "REVISED Invoice Enclosed -District/LEA Acronym - Agreement Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCCO Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rscsd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. - Enter an invoice number to be used for internal purposes by the community college district/college.

Name –Using the drop down list to select the District name or enter information manually. The name must match the name listed on the grant sub-agreement with the Fiscal Agent.

Address - Enter the District address which should match the grant sub-agreement with the Fiscal Agent.

Agreement Number - Enter the grant sub-agreement number, contract number, or other unique identifier.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type - Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered - Provide a description of the work performed and the dates of services rendered.

Total Amount Due - Enter the amount invoiced to CCCCCO.

District/College Accounting Office Contact Information - Identify an accounting office contact.

District/College Program Contact Information - Identify a program contact who can address questions about the work performed.

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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 29th day of October, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **NAME OF COLLEGE DISTRICT**, on behalf of **COLLEGE NAME** (hereinafter “SUBCONTRACTOR”), which is hosting the **REGION Deputy Sector Navigator for SECTOR**. 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 #18-207-001 (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 Doing What Matters 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 **REGION Deputy Sector Navigator for SECTOR**, which is supported by the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from November 1, 2018 through October 31, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000, with 4% allowable for SUBCONTRACTOR indirect costs.

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, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Matching Contribution

There is a one-to-one matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of each project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment will occur through a cost-reimbursement process, wherein SUBCONTRACTOR will submit quarterly invoices based on actual expenditures. A quarterly invoice schedule will be provided to SUBCONTRACTOR that aligns with the Chancellor's Office reporting timelines.

SUBCONTRACTOR must include detailed budget reports with their invoices and reference the Agreement number (refer to footer). RSCCD may request additional back-up documentation to determine allowability of expenditures, if needed. Submit invoices to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo
2323 North Broadway
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. Deputy Sector Navigator Selection and Hiring

The selection of the Deputy Sector Navigators (DSN) and host colleges were conducted independently. If a selected host college is different from the college identified in a selected DSN's application, the selected host college is expected to host the selected DSN. This is not to say that the host college is to forgo its processes and procedures. In the event that the host college does not agree to host the selected DSN, it must provide a written statement that explains the rationale for that decision, which will be reviewed by RSCCD and the PRIME SPONSOR to inform their efforts to resolve the situation. This occurrence may also result in changing the host college and could, therefore, impact this Agreement.

The host college will determine the process for hiring the selected DSN and will inform RSCCD and the PRIME SPONSOR about this process. RSCCD and the PRIME SPONSOR will review the process and hiring terms to ensure compliance with the expectations for the host college and DSN roles.

9. Performance

Selected DSNs and hosts are eligible for renewal for up to four years after the original award year, 2018-2019. Renewal is not automatic but will be based on performance of the Roles and Responsibilities (*see Exhibit B*). Standard performance indicators include, but are not limited to, appropriate and timely use of funds, completion of workplan activities, submission of reports in a timely manner as required by the PRIME SPONSOR, participation in required Key Talent meetings and events (e.g., Sector Navigator calls, “All-Hands” meetings, etc.), effective teamwork and collaboration with RSCCD as well as with their assigned Chancellor’s Office monitor, and progress toward achievement of outcomes and metrics pertinent to the workplan. The PRIME SPONSOR may consider other performance indicators to assess renewal eligibility. After consultation with the Chancellor’s Office assigned monitor, the PRIME SPONSOR is responsible for informing RSCCD, DSNs, and host colleges of performance expectations at the beginning of the project and as changes in performance requirements occur.

10. 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.

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 or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority’s approval that relate to this Agreement.

13. Record Keeping

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

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s),

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

15. Mutual Indemnification

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

16. Termination

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

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

17. Disputes

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

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

criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

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

RSCCD: Primary Contact:
Sarah Santoyo
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

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

SUBCONTRACTOR:

Primary Contact:
NAME
COLLEGE
ADDRESS
CITY, STATE ZIP
PHONE, EMAIL

Supervisor of Record for the DSN (if different from Primary Contact):
NAME
COLLEGE
ADDRESS
CITY, STATE ZIP
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. 07/18 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: **COLLEGE**
DISTRICT NAME

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: October 29, 2018

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: January 14, 2019
Re: Approval of First Amendment to Sub-Agreement between RSCCD and WestEd for the Data Science Tools Grant	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD) was selected to serve as the fiscal agent for the California Community Colleges Chancellor's Office's Data Science Tools Fiscal Agent Grant, which is for the development and maintenance of a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics for community colleges to use for strategic and data-informed program development.

ANALYSIS

The Chancellor's Office and WestEd have agreed to a revise the scope of work, reduce the total cost, and change the terms of payment from a reimbursement basis to a set payment schedule. As the workplan activities, outcomes and timelines have been developed in collaboration with the Chancellor's Office, a set payment schedule has been identified as the preferred method of payment. Consequently, a first amendment to the agreement has been developed to revise the statement of work, total cost, and payment clauses. In addition, the clause on invoicing has been revised to reflect the invoicing process developed by the Chancellor's Office for fiscal agents.

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: (\$151,794)	Board Date: January 14, 2019
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

This **First Amendment** to the grant sub-agreement (hereinafter “Agreement”) is entered into on this 14th day of January, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **WestEd** (hereinafter “SUBCONTRACTOR”), to amend that certain Agreement between the parties which commenced on July 1, 2018, and

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Data Science Tools Fiscal Agent Grant,” Prime Award #18-0083 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support the development and maintenance of a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics;

WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to revise the Statement of Work, Total Cost, Payment and Invoicing;

NOW, THEREFORE, the Parties mutually agree as follows:

Item 1. Statement of Work is amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (Exhibit A, *revised December 2018*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions and to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

Item 3. Total Cost is amended as follows:

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$893,026. This total reflects a reduction of \$151,794 to the original award of \$1,044,820.

Item 5. Payment is amended as follows:

5. Payment

Payment to the SUBCONTRACTOR shall be based on a set monthly amount as determined by dividing the total cost (refer to 3. Total Cost) by the number of months in the period of performance (refer to 2. Period of Performance). Payment will occur through submission of invoices (refer to 6. Invoices). Adjustments due to rounding should be made in the final invoice.

Item 6. Invoices is amended as follows:

6. Invoices

Invoices may be submitted as frequently as monthly, but must be submitted no later than quarterly. Invoices should reflect a set monthly amount (see 5. Payment). Invoices must be submitted to RS@cccoco.edu. Refer to Exhibit D: Invoice Form and Instructions for guidance on how to complete and submit the invoice. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: WestEd

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: Michael J. Neuenfeldt

Title: Director of Finance & Contracts

Date: _____

Board Approval Date: January 14, 2019

94-3233542

Employer/Taxpayer Identification Number (EIN)

List of Exhibits (*revised January 2019*)

Exhibit A: Scope of Work (*revised December 2018*)

Exhibit B: RFA Specification

Exhibit C: Article I and Article II

(NOTE: Article I and Article II are included as a general reference for allowable activities and costs. The reporting and payment terms in the Articles pertain to the Fiscal Agent and not the subcontractor. The reporting and payment terms of the subcontractor are in the body of the Agreement.)

Exhibit D: Invoice Form and Instructions

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 1 Manage subcontracts**

Activities	Performance Outcomes	Timelines	Responsible Parties
1.1 Manage contracts, interagency agreements, and memorandums of understanding for those providers that support this RFA	<ul style="list-style-type: none"> • Subcontracts provided within 8 weeks of receiving the face sheet • Invoicing processed monthly • Interagency agreement provided within 8 weeks of receiving agreement forms • MOUs address CCCCCO requirements 	July 2018-June 2019	Rancho Santiago CCD
1.2 Subcontract with the Foundation for California Community Colleges to plan, develop, and deliver systemwide and statewide communications and marketing campaigns	<ul style="list-style-type: none"> • Subcontracts provided within 8 weeks of receiving face sheet • Invoicing processed monthly 	July 2018-June 2019	Rancho Santiago CCD
1.3 Report regularly on the progress of the projects and operational performance of the services provided	<ul style="list-style-type: none"> • Monthly report provided 	July 2018-June 2019	Rancho Santiago CCD

APPLICATION WORKPLAN
Performance Funding Period: July 18, 2018 to June 30, 2019

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 2 Support aggregation of data into the cccData Lake and across data tools**

Activities	Performance Outcomes	Timelines	Responsible Parties
2.1 Evaluate and propose a Golden Record system for information stored in various internal and external data sources related to students as they move in and out of education and workforce	<ul style="list-style-type: none"> Report outlines golden record options and includes recommendations 	September 2018-November 2018	Ed Results
2.2 Provide documentation that will allow for proper migration of the LaunchBoard to the new cccData architecture	<ul style="list-style-type: none"> Documentation describes how LaunchBoard metrics can be calculated using data sources available to the Chancellor's Office 	September 2018-June 2019	Ed Results RP Group WestEd
2.3 As other data sources become available to CCCCO, evaluate whether they can be integrated into existing data tools	<ul style="list-style-type: none"> Recommendations specify the pros and cons of integration data into existing tools 	July 2018-June 2019	Ed Results RP Group WestEd
2.4 Support the process of evaluating new data presentation, data reporting, AI engines, and analytics engines to provide guidance on upgrading opportunities and displacement of homegrown systems	<ul style="list-style-type: none"> Report outlines options and includes recommendations 	July 2018-June 2019	Ed Results
2.5 Support the development of a strategy for NOVA users to view LaunchBoard data	<ul style="list-style-type: none"> Project plan outlines scope, timeline, and responsible parties 	May 2019-June 2019	Ed Results WestEd
2.6 Provide support for tracking MOUs regarding data sharing	<ul style="list-style-type: none"> MOUs available to DII leadership through a temporary spreadsheet system 	July 2018-June 2019	WestEd

APPLICATION WORKPLAN
Performance Funding Period: July 18, 2018 to June 30, 2019

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 3 Support the Metrics Simplification Initiative and create a Student Success metrics dashboard**

Activities	Performance Outcomes	Timelines	Responsible Parties
3.1 Develop a first release of the Student Success Metrics dashboard	<p>The dashboard includes:</p> <ul style="list-style-type: none"> • 5 student types: adult ed/ESL, short term career education, degree/transfer, undecided/other, all • 2 institutional levels: college, statewide • 3 years of data: 2016-17, 2015-16, 2014-15 • 1 view: snapshot of annual data • 1 level of drill down: top-level metrics only, without disaggregations • 19 metrics: all top-level metrics except equitable access 	July 2018- November 2018	Ed Results RP Group WestEd
3.2 Develop a second release of the Student Success Metrics dashboard	<p>The dashboard includes:</p> <ul style="list-style-type: none"> • 12 types of disaggregation: gender, race/ethnicity, age group, College Promise grant/BOG recipient, Pell grant recipient, Perkins economically disadvantaged, first-generation, foster youth, disabled student, veterans, LGBT, homeless • 5 additional metrics: equitable access, completed transfer English, completed transfer math, retention at another college, average units for AA/AS, average units for ADTs • Enrollment and completion metrics for 2017-18 	November 2018- January 2019	Ed Results RP Group WestEd
3.3 Develop a third release of the Student Success Metrics dashboard	<p>The dashboard includes:</p> <ul style="list-style-type: none"> • 3 institutional levels: districts, microregions, and macroregions • 1 year of data: transfer, apprenticeship, and employment data for 2017-18 • 1 view: cohort view for all metrics and disaggregations 	February 2019- May 2019	Ed Results RP Group WestEd
3.4 Develop resources, respond to questions from the field, and give	<ul style="list-style-type: none"> • Materials are developed that respond to pressing concerns of the Chancellor's Office and the field, to increase likelihood that the metrics support the 	July 2018-June 2019	Ed Results Foundation for California Community

5.5 (7)

APPLICATION WORKPLAN
Performance Funding Period: July 18, 2018 to June 30, 2019

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

<p>presentations to support the roll out of the Student Success Metrics dashboard</p>	<p>Vision for Success</p> <ul style="list-style-type: none"> • Information is readily available to the field about the Simplified Metrics Initiative and the Student Success Metrics 		<p>Colleges RP Group WestEd</p>
<p>3.5 Support meetings of the Simplified Metrics Work Group</p>	<ul style="list-style-type: none"> • Meeting agendas and meeting materials are developed • Catering and logistics are managed smoothly at meetings • Advice on research and data issues is provided through the Simplified Metrics Accountability and Research Team (SMART) • Committee members are informed about the Student Success metrics and provide input into ongoing work of the initiative 	<p>July 2018-June 2019</p>	<p>Ed Results RP Group WestEd</p>

APPLICATION WORKPLAN
Performance Funding Period: July 18, 2018 to June 30, 2019

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 4 Align the LaunchBoard with the Student Success Metrics**

Activities	Performance Outcomes	Timelines	Responsible Parties
4.1 Align the Strong Workforce Program dashboard with the Student Success Metrics	<ul style="list-style-type: none"> Release public and firewalled versions of the Strong Workforce Program dashboard with definitions that are aligned with the Student Success metrics Align the look and feel of the SWP dashboards with the Simplified Metrics look and feel Evaluate removal of the log in requirement Provide an additional year of data on the dashboard 	November 2018-February 2019	Ed Results RP Group WestEd
4.2 Align the Community College Pipeline with the Student Success Metrics	<ul style="list-style-type: none"> Release firewalled versions of the Community College Pipeline with definitions that are aligned with the Student Success metrics Provide an additional year of data on the dashboard Evaluate removal of the log in requirement Post updated resources to Vision Resource Center 	September 2018-May 2019	Ed Results RP Group WestEd
4.3 Align the Guided Pathways dashboard with the Student Success Metrics	<ul style="list-style-type: none"> Release a firewalled version of the Guided Pathways dashboard with definitions that are aligned with the Student Success metrics Align the look and feel of the Guided Pathways dashboard with the Simplified Metrics look and feel Evaluate removal of the log in requirement Provide an additional year of data on the dashboard 	April 2019-June 2019	Ed Results RP Group WestEd
4.4 Conduct focus groups to evaluate the various LaunchBoard dashboards and evaluate how the suite of data tools can best support local planning	<ul style="list-style-type: none"> Focus groups are held with a broad range of non-technical stakeholders Results are presented in a written report 	February 2019-May 2019	Foundation for California Community Colleges

5.5 (9)

APPLICATION WORKPLAN
Performance Funding Period: July 18, 2018 to June 30, 2019

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 5** Implement the Strong Workforce Stars recognition

Activities	Performance Outcomes	Timelines	Responsible Parties
5.1 Identify and document the Strong Workforce Stars	<ul style="list-style-type: none"> • Conduct data analysis that identifies the 2019 Strong Workforce Stars, using new Student Success Metrics definitions • Interview the top-ranked program in each sector (12 sectors, including education and public services) in each macroregion (7 regions) • Produce write ups on each of the top-ranked programs and an analysis of traits across Star programs • Provide data to the Foundation for integration into Here to Career 	January 2019-May 2019	Ed Results RP Group WestEd
5.2 Support communications regarding the Strong Workforce Stars	<ul style="list-style-type: none"> • Support the development of materials describing the awards and Star programs • Create the award letters • Support Chancellor’s Office staff in developing materials and presentations to describe Star programs 	January 2019-June 2019	WestEd

APPLICATION WORKPLAN
Performance Funding Period: July 18, 2018 to June 30, 2019

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 6 Support implementation of data tools that could increase student success**

Activities	Performance Outcomes	Timelines	Responsible Parties
6.1 Calculate Multiple Measures placements and provide information to California community colleges	<ul style="list-style-type: none"> Multiple measures placement calculated using Cal-PASS dataset on a weekly basis Data provided to the field upon request Participate in weekly, bi-weekly, and monthly sprints and meetings for multiple measures platform build out 	July 2018-June 2019	Ed Results
6.2 Conduct the Shortest Path research project to identify specific ways that data could be mined to support advising	<ul style="list-style-type: none"> Support Shortest Path research project to identify specific ways that data could be mined to support advising Shortest possible path to completion platform built for all ADT degrees and for non-ADT degrees 	October 2018-June 2019	Ed Results
6.3 Update Cal-PASS Plus dashboards	<ul style="list-style-type: none"> Update the Foster Youth dashboard Update the Student Athletics dashboard 	April 2019-May 2019	Ed Results
6.4 Expand predictive analytics	<ul style="list-style-type: none"> Integrate Canvas data into analytical models Integrate early alert data into analytical models 	June 2019	Ed Results

Updated WestEd Budget

Salaries	\$352,345
Benefits	\$128,260
Travel	\$37,960
Telephone	\$4,346
Copying and Shared Equipment	\$2,195
Educational Fees	\$75,899
Office Supplies and Expenses	\$704
Information Systems	\$49,988
Facility	\$41,463
Program Support	\$52,240
Indirect Cost	\$105,101
Management Fee	\$42,525
Total	\$893,026

Revised: 1/2/2019

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

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: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

Instructions for Invoice Template

All invoices must be submitted electronically to the CCCCCO's Accounting Office inbox (RS@cccco.edu). The email's subject line must state "Invoice Enclosed – District/LEA Acronym – Agreement Number". If you are re-submitting a **corrected** invoice, please state it in the subject line "REVISED Invoice Enclosed -District/LEA Acronym - Agreement Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCCO Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rscsd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. - Enter an invoice number to be used for internal purposes by the community college district/college.

Name –Using the drop down list to select the District name or enter information manually. The name must match the name listed on the grant sub-agreement with the Fiscal Agent.

Address - Enter the District address which should match the grant sub-agreement with the Fiscal Agent.

Agreement Number - Enter the grant sub-agreement number, contract number, or other unique identifier.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type - Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered - Provide a description of the work performed and the dates of services rendered.

Total Amount Due - Enter the amount invoiced to CCCCCO.

District/College Accounting Office Contact Information - Identify an accounting office contact.

District/College Program Contact Information - Identify a program contact who can address questions about the work performed.

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

This grant sub-agreement (hereinafter "Agreement") is entered into on this 16th day of July 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and WestEd (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 "Data Science Tools Fiscal Agent Grant," Prime Award #18-0083 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"). Data Innovation and Infrastructure Division, to develop and maintain a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2018 – June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$1,044,820.00 USD.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior

approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment

RSCCD shall reimburse SUBCONTRACTOR for the cost of the work performed through an invoicing process (see I.6 "Invoices"), up to but not exceeding the amount listed above under Article I.3. "Total Costs".

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. RSCCD may request back-up documentation for expenditure, if required to adhere to compliance terms and standards. Final payment is contingent upon successful completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon RSCCD's approval of a final report, if required by the PRIME SPONSOR. Invoices should be submitted to the following:

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

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, in a timely manner, according to the schedule provided by, and as requested and required by the PRIME SPONSOR.

8. Expenditure of Grant Funds

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

9. Time Extensions

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

10. Independent Contractor

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

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD.

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

12. Record Keeping

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

13. Audit

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

14. Mutual Indemnification

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

15. Termination

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

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

16. Disputes

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

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

17. Notices

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

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo, Director of Grants
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

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

SUBCONTRACTOR:

Primary Contact:

Kathy Booth, Project Director Educational Data & Policy
WestEd
730 Harrison Street
San Francisco, CA 94107
(510) 302-4208, kbooth@wested.org

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I and Article II), 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 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


By: 
Name: _____
Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____
7/17/18

Board Approval Date: July 16, 2018

SUBCONTRACTOR: WestEd

By: 
Name: _____

Michael J. Neuenfeldt
Title: Director of Finance & Contracts
WestEd

Date: _____
8.28.18

94-3233542
Employer/Taxpayer Identification Number

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: RFA Specifications

Exhibit C: Article I and Article II

(NOTE: Article I and Article II are included as a general reference for allowable activities and costs. The reporting and payment terms in the Articles pertain to the Fiscal Agent and not the subcontractor. The reporting and payment terms for the subcontractor are in the body of the Agreement.)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: January 14, 2019
Re: Approval of First Amendments to Sub-Agreements between RSCCD and Educational Results Partnership and The Research and Planning (RP) Group for the Data Science Tools Grant	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD) was selected to serve as the fiscal agent for the California Community Colleges Chancellor's Office's Data Science Tools Fiscal Agent Grant, which is for the development and maintenance of a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics for community colleges to use for strategic and data-informed program development.

ANALYSIS

The Chancellor's Office and Educational Results Partnership and The RP Group have agreed to change the terms of payment from a reimbursement basis to a set payment schedule. As the workplan activities, outcomes and timelines have been developed in collaboration with the Chancellor's Office, a set payment schedule has been identified as the preferred method of payment. Consequently, a first amendment to these agreements have been developed to revise the payment clause. In addition, the clause on invoicing has been revised to reflect the invoicing process developed by the Chancellor's Office for fiscal agents.

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: none	Board Date: January 14, 2019
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
EDUCATIONAL RESULTS PARTNERSHIP**

This **First Amendment** to the grant sub-agreement (hereinafter “Agreement”) is entered into on this 14th day of January, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Educational Results Partnership** (hereinafter “SUBCONTRACTOR”), to amend that certain Agreement between the parties which commenced on July 1, 2018, and

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Data Science Tools Fiscal Agent Grant,” Prime Award #18-0083 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support the development and maintenance of a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics;

WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to revise the terms of Payment and Invoicing;

NOW, THEREFORE, the Parties mutually agree as follows:

Item 5. Payment is amended as follows:

5. Payment

Payment to the SUBCONTRACTOR shall be based on a set monthly amount as determined by dividing the total cost (refer to 3. Total Cost) by the number of months in the period of performance (refer to 2. Period of Performance). Payment will occur through submission of invoices (refer to 6. Invoices). Adjustments due to rounding should be made in the final invoice.

Item 6. Invoices is amended as follows:

6. Invoices

Invoices may be submitted as frequently as monthly, but must be submitted no later than quarterly. Invoices should reflect a set monthly amount (see 5. Payment). Invoices must be submitted to RS@cccco.edu. Refer to Exhibit D: Invoice Form and Instructions for guidance on how to complete and submit the invoice. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Educational Results
Partnership*

By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: January 14, 2019

By: _____

Name: _____

Title: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

List of Exhibits (*revised January 2019*)

Exhibit A: Scope of Work

Exhibit B: RFA Specification

Exhibit C: Article I and Article II

(NOTE: Article I and Article II are included as a general reference for allowable activities and costs. The reporting and payment terms in the Articles pertain to the Fiscal Agent and not the subcontractor. The reporting and payment terms of the subcontractor are in the body of the Agreement.)

Exhibit D: Invoice Form and Instructions

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
THE RP GROUP**

This **First Amendment** to the grant sub-agreement (hereinafter “Agreement”) is entered into on this 14th day of January, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **The RP Group** (hereinafter “SUBCONTRACTOR”), to amend that certain Agreement between the parties which commenced on July 1, 2018, and

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Data Science Tools Fiscal Agent Grant,” Prime Award #18-0083 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support the development and maintenance of a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics;

WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to revise the terms of Payment and Invoicing;

NOW, THEREFORE, the Parties mutually agree as follows:

Item 5. Payment is amended as follows:

5. Payment

Payment to the SUBCONTRACTOR shall be based on a set monthly amount as determined by dividing the total cost (refer to 3. Total Cost) by the number of months in the period of performance (refer to 2. Period of Performance). Payment will occur through submission of invoices (refer to 6. Invoices). Adjustments due to rounding should be made in the final invoice.

Item 6. Invoices is amended as follows:

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Invoices may be submitted as frequently as monthly, but must be submitted no later than quarterly. Invoices should reflect a set monthly amount (see 5. Payment). Invoices must be submitted to RS@cccoco.edu. Refer to Exhibit D – Invoice Form and Instructions for guidance on how to complete and submit the invoice. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *The RP Group*

By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: January 14, 2019

By: _____

Name: _____

Title: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

List of Exhibits (*revised January 2019*)

Exhibit A: Scope of Work

Exhibit B: RFA Specification

Exhibit C: Article I and Article II

(NOTE: Article I and Article II are included as a general reference for allowable activities and costs. The reporting and payment terms in the Articles pertain to the Fiscal Agent and not the subcontractor. The reporting and payment terms of the subcontractor are in the body of the Agreement.)

Exhibit D: Invoice Form and Instructions

COLLEGE/DISTRICT LETTERHEAD/LOGO

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

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: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

Instructions for Invoice Template

All invoices must be submitted electronically to the CCCCCO's Accounting Office inbox (RS@cccco.edu). The email's subject line must state "Invoice Enclosed – District/LEA Acronym – Agreement Number". If you are re-submitting a **corrected** invoice, please state it in the subject line "REVISED Invoice Enclosed -District/LEA Acronym - Agreement Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCCO Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rsccd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. - Enter an invoice number to be used for internal purposes by the community college district/college.

Name –Using the drop down list to select the District name or enter information manually. The name must match the name listed on the grant sub-agreement with the Fiscal Agent.

Address - Enter the District address which should match the grant sub-agreement with the Fiscal Agent.

Agreement Number - Enter the grant sub-agreement number, contract number, or other unique identifier.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type - Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered - Provide a description of the work performed and the dates of services rendered.

Total Amount Due - Enter the amount invoiced to CCCCCO.

District/College Accounting Office Contact Information - Identify an accounting office contact.

District/College Program Contact Information - Identify a program contact who can address questions about the work performed.

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
EDUCATIONAL RESULTS PARTNERSHIP**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 16th day of July 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and **Educational Results Partnership** (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 "Data Science Tools Fiscal Agent Grant." Prime Award #18-0083 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Data Innovation and Infrastructure Division, to develop and maintain a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2018 – June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$1,991,093.00 USD.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior

approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment

RSCCD shall reimburse SUBCONTRACTOR for the cost of the work performed through an invoicing process (see I.6 "Invoices"), up to but not exceeding the amount listed above under Article I.3. "Total Costs".

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. RSCCD may request back-up documentation for expenditure, if required to adhere to compliance terms and standards. Final payment is contingent upon successful completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon RSCCD's approval of a final report, if required by the PRIME SPONSOR. Invoices should be submitted to the following:

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

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, in a timely manner, according to the schedule provided by, and as requested and required by the PRIME SPONSOR.

8. Expenditure of Grant Funds

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

9. Time Extensions

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

10. Independent Contractor

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

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD.

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

12. Record Keeping

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

13. Audit

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

14. Mutual Indemnification

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

15. Termination

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

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

16. Disputes

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

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

17. Notices

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

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo, Director of Grants
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

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

SUBCONTRACTOR:

Primary Contact:

Anthony Dalton, Sr. Executive Vice President
Educational Results Partnership
2300 N Street, Suite 3
Sacramento, CA 95816
(916) 498-8980, adalton@edresults.org

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I and Article II), 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 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.

Sub-Agreement between RSCCD and Educational Results Partnership

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT


By: 
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: 

Board Approval Date: July 16, 2018

SUBCONTRACTOR: Educational Results
Partnership

By: 
Name: ANTHONY DALTON

Title: Sr. EXECUTIVE VICE PRESIDENT

Date: 7/24/18

95-4839405

Employer/Taxpayer Identification Number

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: RFA Specifications

Exhibit C: Article I and Article II

(NOTE: Article I and Article II are included as a general reference for allowable activities and costs. The reporting and payment terms in the Articles pertain to the Fiscal Agent and not the subcontractor. The reporting and payment terms for the subcontractor are in the body of the Agreement.)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
THE RP GROUP**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 16th day of July 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and The RP Group (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 "Data Science Tools Fiscal Agent Grant," Prime Award #18-0083 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Data Innovation and Infrastructure Division, to develop and maintain a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2018 – June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$297,000.00 USD.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior

approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment

RSCCD shall reimburse SUBCONTRACTOR for the cost of the work performed through an invoicing process (see I.6 "Invoices"), up to but not exceeding the amount listed above under Article I.3. "Total Costs".

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. RSCCD may request back-up documentation for expenditure, if required to adhere to compliance terms and standards. Final payment is contingent upon successful completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon RSCCD's approval of a final report, if required by the PRIME SPONSOR. Invoices should be submitted to the following:

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ATTN: Sarah Santoyo
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Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, in a timely manner, according to the schedule provided by, and as requested and required by the PRIME SPONSOR.

8. Expenditure of Grant Funds

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

9. Time Extensions

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

10. Independent Contractor

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

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD.

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

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

13. Audit

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

14. Mutual Indemnification

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

15. Termination

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

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

16. Disputes

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

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

17. Notices

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

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo, Director of Grants
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

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

SUBCONTRACTOR:

Primary Contact:

Alyssa T. Nguyen, Interim Director of Research and Evaluation
The RP Group
369B Third Street, Suite 397
San Rafael, CA 94901
(510) 527-8500 ext. 263, anguyen@rpgroup.org

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I and Article II), 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 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.

Sub-Agreement between RSCCD and The RP Group

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: 
Name: Peter J. Hardash

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: 7/17/18

Board Approval Date: July 16, 2018

SUBCONTRACTOR: The RP Group

By: 
Name: Darla M. Cooper

Title: Executive Director

Date: 8/15/18

94-3207140
Employer/Taxpayer Identification Number

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: RFA Specifications

Exhibit C: Article I and Article II

(NOTE: Article I and Article II are included as a general reference for allowable activities and costs. The reporting and payment terms in the Articles pertain to the Fiscal Agent and not the subcontractor. The reporting and payment terms for the subcontractor are in the body of the Agreement.)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of First Amendment to Sub-Agreement between RSCCD and California State University Fullerton Auxiliary Services Corporation for the Strong Workforce Program Regional Funds Initiative	
Action:	Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill, the state allocated funds to community colleges to support collaborative regional work to improve the quality of career technical education programs (CTE), and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

ANALYSIS

The Rancho Santiago Community College District and California State University Fullerton Auxiliary Services Corporation have decided to expand the scope of work, and to extend the term of the agreement to June 30, 2019, to allow the sub-contractor sufficient time to complete the expanded Scope of Work. The existing sub-agreement has been amended accordingly (DO-17-2225-33.01).

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: January 14, 2019
Prepared by: Francisco Villaseñor, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**FIRST AMENDMENT TO SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CSU FULLERTON
AUXILIARY SERVICES CORPORATION
FOR THE
STRONG WORKFORCE PROGRAM – REGIONAL FUNDS INITIATIVE
ORANGE COUNTY REGION**

This **First Amendment** (hereinafter “Agreement”) is entered into on this 14th day of January, 2019, between Rancho Santiago Community College District (hereinafter “FISCAL AGENT”) and CSU Fullerton Auxiliary Services Corporation (hereinafter “SUBCONTRACTOR”) to amend that certain agreement # DO-17-2225-33 (hereinafter “agreement”) between the parties dated June 11, 2018, with term of July 1, 2018 through December 31, 2018. FISCAL AGENT and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement. This Agreement is based on the Strong Workforce Program - Regional Funds Initiative agreement between the FISCAL AGENT and the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”).

WHEREAS, the Rancho Santiago Community College District was designated as the FISCAL AGENT for the Strong Workforce Program – Regional Funds Initiative for the Los Angeles and Orange County region and is responsible for distributing funds to the community college districts within the region following certification of the regional plans by the Regional Consortia, and is responsible for monitoring the work of the Agreement for compliance with the terms and conditions of the funds, as delineated in the FISCAL AGENT’s Scope of Work; and

WHEREAS, FISCAL AGENT and SUBCONTRACTOR want to extend the term of the Agreement, and expand the Scope of Work for the agreement and amend the Total Cost of the Agreement;

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

Item 1. Statement of Work, page 1, of the Agreement is amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to implement the work as described in the Scope of Work (*Exhibit A, Amended 12/20/18*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

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

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2018, through June 30, 2019.

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: CSU Fullerton
Auxiliary Services Corporation

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: January 14, 2019

95-2081258
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A Scope of Work/Workplan, Amended 12/20/18

EXHIBIT A (amended 12/20/18)

California State University, Fullerton - OC Careers in Education Pathway Work Plan: January 1, 2019 - June 30, 2019

Requirement	Activities to meet requirement	Timeframe	Person(s) responsible	Metrics/ major outcomes
Instruction:				
Dual enrollment/early admission into aligned postsecondary career programs	Offer/Enroll students in a CSU/community college jointly credited class focused on science teacher education during the Summer STEM Institute	Jan'19 - May '19	PI, Project Specialist	Attendance sign-in and feedback forms.
Increase community college future student persistence and success	Develop culture-building (cohort-like) activities to support successful social transition for TPP students - TPP staff will collaborate with the Center for Careers to draft a plan for establishing an environment that resembles an informal student organization- that would serve as the kind of meeting that would occur during the summer 2019 program. This is conceived as a group that meets regularly so that students can socialize comfortably and casually. Other approaches to explore for this group would include featuring TPP "alumni" that have gone through TPP and have gone on to more advanced stages of the pipeline- e.g., those who are in the credential program, and even those who recently completed the program and have been hired to their first teaching job. Lastly, the meetings would also informally reinforce the availability of resources that the CCT offers.	Jan. '19- May. '19	PI, Program Specialist and Center for Careers in Teaching (CCT) at CSUF	There will be monthly meetings scheduled between partners and program staff to begin the conversation about activities for outreach and transfer/ transition plans and establishing a system to track students who enter the pipeline, from high school to CC to CSUF.

5.7 (5)

EXHIBIT A (amended 12/20/18)

Requirement	Activities to meet requirement	Timeframe	Person(s) responsible	Metrics/ major outcomes
Provide pre-professional development activities for future teacher students	<p>Planning for STEM Summer Institute 2019. The program will incorporate key elements/activities, where CSUF will:</p> <ul style="list-style-type: none"> • Offer/Enroll students in a CSU/community college jointly credited class focused on science teacher education. • Offer participants in STEM activity trainings education program leading to a certificate; • Coordinate and provide work experience in After-School programs leading to STEM activities for elementary and middle school youth at area after school employers; • Provide tutoring for student participants • Provide learning materials in the training • The program will be held on the CSU Fullerton campus • At orientation, the CCT will present an overview of academic advising to teaching career 	Jan. '19- June. '19	PI, Program Specialist, CCT	In monthly meetings, a standing agenda item will be time devoted to plan out summer institutes. With joint efforts with Santa Ana College, Fullerton College, and Santiago Canyon College, interested students in the Pathway to Teaching program
Curriculum Development				
Develop College coursework necessary for an efficient careers in education pathway	<p>Work collaboratively w/ faculty in the College of Education, Secondary Science Ed faculty to recommend more work-based learning component in content courses in the 102 Science for Educators courses.</p> <p>Offer/Enroll students in a CSU/community college jointly credited class focused on science teacher</p>	Jan. '19- May. '19	PI, CSUF/TPP staff/ NSM Faculty	3 meetings scheduled between Jan-May 2019 to engage in development work of enhancing courses that

5.7 (6)

EXHIBIT A (amended 12/20/18)

Requirement	Activities to meet requirement	Timeframe	Person(s) responsible	Metrics/ major outcomes
	education during the Summer STEM Institute			could incorporate work- based learning components.
Job / Career Readiness				
Provide Early work-based Learning experiences	Work in conjunction with Anaheim YMCA/ Achieves to provide a classroom environment, during their after-school programming- so that program students from CSUF can deliver first supervised classroom teaching experience. Summer STEM Institute students will engage in experiential learning, teaching elementary aged students in after-school programs during the 7-week Summer STEM Institute. Work on developing an instrument for observation and feedback for instructors.	Feb. '19- June. '19	PI and CSUF/TPP Staff	By end of May 2019, a pilot observation tool will be developed, for feedback to students teaching at this early level.
Provide job placement in entry level employment in the field of Education	Plan to establish a Memorandum of Understanding that would articulate the terms for the Anaheim YMCA to hire, as a paid position, qualified candidates from CSUF program, to serve as program teaching leads.	Jan. '19- June '19	PI; Two CSUF Faculty	spring meetings in 2019 with Anaheim YMCA staff to establish formalized details for hiring our program students for entry level jobs in the after-school programs
Regularly collaborate	PI and program specialist will collaborate to design	Jan '19-	PI, program specialists	

5.7 (7)

EXHIBIT A (amended 12/20/18)

Requirement	Activities to meet requirement	Timeframe	Person(s) responsible	Metrics/ major outcomes
with other community colleges in region identify key partners regularly collaborate with institutions for higher education common to student transfer	instructional content and activities that plan to be used for students who are at the CCs and those who recently transferred to CSUF from the program.	June. '19		

5.7 (8)



**SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CSU ~~CALIFORNIA STATE UNIVERSITY~~ FULLERTON
AUXILIARY SERVICES CORPORATION**

**FOR THE
STRONG WORKFORCE PROGRAM – REGIONAL FUNDS INITIATIVE
ORANGE COUNTY REGION**



CSU

This sub-agreement (hereinafter "Agreement") is entered into on this 11th day of June 2018, between Rancho Santiago Community College District (hereinafter "FISCAL AGENT") and ~~California State University~~ Fullerton Auxiliary Services Corporation (hereinafter "SUBCONTRACTOR"). FISCAL AGENT and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement. This Agreement is based on the Strong Workforce Program - Regional Funds Initiative agreement between the FISCAL AGENT and the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR").

WHEREAS, the Rancho Santiago Community College District was designated as the FISCAL AGENT for the Strong Workforce Program – Regional Funds Initiative for the Los Angeles and Orange County region and is responsible for distributing funds to the community college districts within the region following certification of the regional plans by the Regional Consortia, and is responsible for monitoring the work of the Agreement for compliance with the terms and conditions of the funds, as delineated in the FISCAL AGENT's Scope of Work; and

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Agreement according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1. Statement of Work

SUBCONTRACTOR agrees to implement the work as described in the Scope of Work (Exhibit A), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2018, through December 31, 2018.

3. Total Cost

The total cost to FISCAL AGENT for performance of this Agreement shall not exceed \$50,000.00 USD, to be funded by the Strong Workforce Program Regional Initiative – *Careers in Education Pathway Collaborative Project*.

4. Budget

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Project Budget (**Exhibit B**), which by reference is incorporated into this Agreement.

5. Payment

Upon execution of this Agreement, no more often than once per quarter, and upon receipt and approval by FISCAL AGENT of SUBCONTRACTOR's itemized invoice requesting payment of eligible expenditures, FISCAL AGENT shall make reimbursement payments. Payment to SUBCONTRACTOR shall not exceed the amount listed under "Total Cost" in the Agreement.

6. Invoices

SUBCONTRACTOR must submit itemized invoices and appropriate back-up documentation for expenditures submitted for payment. Final payment is contingent upon successful completion (or very significant progress towards completion) of Scope of Work as described in **Exhibit A**. SUBCONTRACTOR shall submit invoices on or before October 10th (quarter 1) and January 10th (quarter 2). Invoices must include the Agreement number (refer to footer), and should be submitted to the following address:

Santiago Canyon College
ATTN: Janis Perry, Project Director, Careers in Education Pathway Collaborative
8045 East Chapman Avenue
Orange, CA 92869

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, upon request, for the duration of the Agreement. Reports are due on a quarterly basis as follows: September 30th and December 31st. If the report due date falls on a weekend or holiday, the report will be due the day before the due date. SUBCONTRACTOR will submit reports to the Project Director via email at Perry_Janis@sccollege.edu in a timely manner.

8. Expenditure of Funds

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

9. Time Extensions

FISCAL AGENT will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **December 31, 2018**.

10. Independent Contractor

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

11. 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 FISCAL AGENT. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with ~~state~~ SUBCONTRACTOR guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to FISCAL AGENT 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.



12. Rules for Deliverables

- A. Any document or written report prepared in whole or in part by Parties shall reference the Strong Workforce Program relating to the preparation of such document or written report.
- B. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).
- C. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of five (5) 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 FISCAL AGENT, 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 FISCAL AGENT, 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. Insurance

The Parties are self-insured public entities for the purposes of professional liability, general liability and workers' compensation. Each Party warrants that through its program of self-

insurance it has adequate liability, general liability and workers' compensation to provide coverage for liabilities arising out of the Parties performance of this contract.

16. 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.

17. 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 FISCAL AGENT 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 FISCAL AGENT Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, FISCAL AGENT shall provide SUBCONTRACTOR with written notification of such determination, and FISCAL AGENT shall reimburse SUBCONTRACTOR for costs incurred for the completion of the work described in **Exhibit A**, including without limitation, all non-cancelable obligations incurred through the date of termination.

18. 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 FISCAL AGENT 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, FISCAL AGENT 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 FISCAL AGENT 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.

19. Notices

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

FISCAL AGENT:

Rancho Santiago Community College District

Primary Contact:

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

Santiago Canyon College
ATTN: Janis Perry, Project Director, Careers in Education Pathway Collaborative
8045 East Chapman Avenue
Orange, CA 92869
(714) 628-4779; Perry_Janis@sccollege.edu

SUBCONTRACTOR:

CSU Fullerton Auxiliary Services Corporation

Primary Contact:

California State University, Fullerton
Department of Educational Leadership
Dr. Daniel Choi, Assistant Professor
P.O. Box 6868, CP-520-07
Fullerton, CA 92834-6868
(657) 278-3903; dchoi@fullerton.edu

Fiscal Agent:

Sydney Dawes
Director of Sponsored Programs
(657) 278-4103; SDawes@fullerton.edu

Grant Administrator:

Ingrid Thompson
Special Projects Administrator
(657)278-4110; IThompson@fullerton.edu

Office of Sponsored Programs
1121 N State College Blvd
Fullerton, CA 92831-3014

20. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

21. Waiver

Any waiver by FISCAL AGENT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping FISCAL AGENT from enforcing the terms of this Agreement.

22. Severability

If any provision in 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 without being impaired or invalidated in any way.

23. 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.

As the Agreement is contingent upon the availability of funds, and 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, FISCAL AGENT 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.

24. Assurances

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill, and with the guidance documents provided by the California Community College Chancellor's Office, as set forth and incorporated into this Agreement by reference.

By signing this Agreement the SUBCONTRACTOR certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Project-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

25. 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. 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. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

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: CSU Fullerton
Auxiliary Services Corporation

By: 

By: 

Name: Peter J. Hardash
Vice Chancellor

Name: Charles D. Kissel
Executive Director

Title: Business Operations/Fiscal Services

Title: CSU Fullerton Auxiliary Services Corp.

Date: 6/14/18

Date: 27 Aug 18

Board Approval Date: June 11, 2018

95-2081258
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A	Scope of Work/Workplan
Exhibit B	Project Budget
Exhibit C	Guidelines, Definitions and Reasonable Standards for SWP
Exhibit D	Trailer Bill Language for Strong Workforce Program (link)

EXHIBIT A

California State University, Fullerton - OC Careers in Education Pathway Work Plan: July 1, 2018 - December 31, 2018

Requirement	Activities to meet requirement	Timeframe	Person(s) responsible	Metrics/ major outcomes
Student Success				
Increase future teacher student matriculation from high school to college	<p>Schedule campus visits and information sessions with current faculty in Science and Math Education as well as the staff from the Center for Careers in Teaching.</p> <p>In accordance with overseeing matriculation activities, additional duties performed by the PI during this time will include preparation for:</p> <ol style="list-style-type: none"> 1. Reporting of data and analysis from participants, to the Center for Careers in Teaching in order to provide proactive targeted recruitment strategies for students who are interested in STEM 2. Analysis on the first generation status and bilingual status of students so as to provide targeted recruitment strategies to these specific students in order to recruit them into teaching. 	Aug '18- Dec. '18	PI, Coordinator, CCT staff, and Science Ed Faculty	Attendance sign-in and feedback forms.
Increase community college future student persistence and success	Increased work-based experiences- TPP staff maintain experience in work based learning including a partnership with Anaheim Achieves. As such, the TPP staff will not only continue to manage these work based learning experiences, they will also share the work with the Center for Careers in Teaching in	Aug '18- Dec. '18	PI, Program Specialist and CCT	There will be monthly meetings scheduled between partners and program staff to begin the conversation

5.7 (17)

EXHIBIT A

Requirement	Activities to meet requirement	Timeframe	Person(s) responsible	Metrics/ major outcomes
	<p>an effort to expand the opportunity to the larger education community at CSUF.</p> <p>Develop STEM Workshops in Conjunction with Titan Future Teachers - Based on the STEM education practices being planned for CC students in the summer 2019 TPP program, TPP staff will work with CCT to design a range of workshop options that would be for undergraduate students that the CCT routinely serves. The workshops would be intended to introduce undergraduates to the Next Generation Science Standards (NGSS). Workshop Content will include, but not be limited to, sharing NGSS-driven lesson planning, instructional strategies and assessment approaches.</p> <p>Develop culture-building (cohort-like) activities to support successful social transition for TPP students - TPP staff will collaborate with the Center for Careers to draft a plan for establishing an unofficial and informal student organization. This is conceived as a group that meets monthly so that students can socialize comfortably and casually. Other approaches to explore for this group would include featuring TPP "alumni" that have gone through TPP and have gone on to more advanced stages of the pipeline- e.g., those who are in the credential program, and even those who recently completed the program and have been hired to their first teaching job. Lastly, the meetings would also informally reinforce the availability of resources that the CCT offers.</p>			<p>about activities for outreach and transfer/ transition plans and establishing a system to track students who enter the pipeline, from high school to CC to CSUF.</p>

5.7 (18)

EXHIBIT A

Requirement	Activities to meet requirement	Timeframe	Person(s) responsible	Metrics/ major outcomes
Provide pre-professional development activities for future teacher students	<p>Planning for STEM Summer Institute 2019. The program will incorporate 6 key elements/activities, where CSUF will:</p> <ul style="list-style-type: none"> • Offer/Enroll students in a CSU/community college jointly credited class focused on science teacher education. • Offer participants in STEM activity trainings education program leading to a certificate; • Coordinate and provide work experience in After-School programs leading to STEM activities for elementary and middle school youth at area after school employers; • Provide tutoring for student participants • Provide learning materials in the training • The program will be held on the CSU Fullerton campus • At orientation, the CCT will present an overview of academic advising to teaching career 	Aug. '18- Dec. '18	PI, Program Specialist, CCT	In monthly meetings, a standing agenda item will be time devoted to plan out summer institutes. With joint efforts with Santa Ana College, Fullerton College, and Santiago Canyon College, interested students in the Pathway to Teaching program
Career Pathway				
Develop Partnerships w/ local high schools/ ROPs to design efficient careers in education pathways from high school to college	We are in unique situation where we have been invited to pilot a broader workforce set of lessons for a class with a credit recovery program in the Fullerton Joint Union High School District. The students who have transferred over to CSUF, and have joined our on-campus Extended CSUF support program, will have extended opportunities to gain classroom teaching experience by participating in this pilot.	Aug '18- Dec. '18	PI/ Program, Specialist	Education pathways specifically for the partner high schools into the partner CCs and into CSUF

5.7 (19)

EXHIBIT A

Requirement	Activities to meet requirement	Timeframe	Person(s) responsible	Metrics/ major outcomes
Develop Partnerships with campus departments and transfer universities to design efficient careers in education Pathways with certificates and degrees	Developing Recruitment plan with CCs to Offer/Enroll students in a CSU/community college jointly credited class focused on science teacher education during the Summer STEM Institute on campus at Cal State Fullerton	Aug '18- Dec. '18	PI/Program, Specialist	Recruitment plan will be developed by end of August 2018 and plans to review and revise plan throughout fall 2018
Curriculum Development				
Develop College coursework necessary for an efficient careers in education pathway	Work collaboratively w/ faculty in the College of Education, Secondary Science Ed faculty to recommend more work-based learning component in content courses in the 102 Science for Educators courses. Offer/Enroll students in a CSU/community college jointly credited class focused on science teacher education during the Summer STEM Institute	Aug. '18- Dec. '18	PI, CSUF/TPP staff/ NSM Faculty, CCT	3 meetings scheduled between summer and fall 2018 to engage in development work of enhancing courses that could incorporate work- based learning components.
Job / Career Readiness				
Provide Early work-based Learning experiences	Work in conjunction with Anaheim YMCA/ Achieves to provide a classroom environment, during their after-school programming- so that program students from CSUF can deliver first supervised classroom teaching experience.	Aug. '18- Dec. '18	PI and CSUF/TPP Staff	By end of fall 2018, a pilot observation tool will be developed, for feedback to

5.7 (20)

EXHIBIT A

Requirement	Activities to meet requirement	Timeframe	Person(s) responsible	Metrics/ major outcomes
	Summer STEM Institute students will engage in experiential learning, teaching elementary aged students in after-school programs during the 7-week Summer STEM Institute. Work on developing an instrument for observation and feedback for instructors.			students teaching at this early level.
Provide job placement in entry level employment in the field of Education	Plan to establish a Memorandum of Understanding that would articulate the terms for the Anaheim YMCA to hire, as a paid position, qualified candidates from CSUF program, to serve as program teaching leads.	Aug '18- Dec. '18	PI; Two CSUF Faculty	Fall meetings in 2018 with Anaheim YMCA staff to establish formalized details for hiring our program students for entry level jobs in the after-school programs
Regularly collaborate with other community colleges in region identify key partners regularly collaborate with institutions for higher education common to student transfer	PI and program specialist will collaborate to design instructional content and activities that plan to be used for students who are at the CCs and those who recently transferred to CSUF from the program. The activities and their underlying learning goals are detailed in a document attached to this report.	Aug '18- Dec. '18	PI, CSUF/TPP staff; program specialists; tutors;	Advising and transfer content to be used in future workshops; defined learning objectives with activities for transfer students

5.7 (21)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: January 14, 2019
Re: Approval of Hyatt Regency Huntington Beach Hotel Contract	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill, the state allocated funds to community colleges to support collaborative regional work to improve the quality of career technical education programs, to increase the number of students who complete these programs, and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program – Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

ANALYSIS

Strong Workforce Program regional funds will be allocated to the Hyatt Regency Huntington Beach for the logistics of the LA / OC Regional Consortium (LAOCRC) Governance Council 2019 Retreat expenses on Friday, January 18, 2019. The estimated expenses include, breakfast for the LAOCRC Governance Council Quarterly Meeting, lunch for the Governance Council 2019 Retreat, audio/visual support, and wireless internet for up to 140 attendees. The purpose of the LAOCRC Governance Council Quarterly Meeting is to approve SWP regional funded projects and discuss/approve SWP regional challenges and successes with the 15 district leaders. The purpose of the Governance Council 2019 Retreat is to convene the district and college leaders and focus on top priorities for the region, and establishing the vision moving forward closing out the 2018-2019 fiscal year and onto implementing the priorities into upcoming 2019-2020 fiscal year.

The project director is Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the 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: \$37,307.82 (grant-funded)	Board Date: January 14, 2019
Prepared by: Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Dr. Raúl Rodríguez, Ph.D., Chancellor	



HYATT REGENCY HUNTINGTON BEACH
21500 PACIFIC COAST HIGHWAY
HUNTINGTON BEACH, CA 92648--US

HEATHER JEFFERS
Telephone: (714) 845-4661
Fax: (714) 845-4670
Email: HEATHER.JEFFERS@HYATT.COM

EVENT SALES AGREEMENT

Date Prepared: 12/17/2018

Group Contact: Marbella Ruiz

Organization: Rancho Santiago Community College
District

Address: 2323 N Broadway, Santa Ana, CA 92706

Telephone: 714-955-2612

Email: ruiz_marbella@rscdd.edu

Event Name: Rancho Santiago Community College
District

Official Event Date: Friday, January 18th, 2019

Hotel Sales Manager: Heather Jeffers

Title: Event Sales Manager

Telephone: 714-845-4661

Email: heather.jeffers@hyatt.com

RANCHO SANTIAGO MARGARITA COMMUNITY COLLEGE DISTRICT ("Group") and HYATT REGENCY HUNTINGTON BEACH ("Hotel") agree as follows:

GROUP'S FIRST OPTION DUE DATE

Hotel agrees to hold the meeting and event space listed in this Event Sales Agreement (the "Agreement") for the Event named above on a tentative basis until **Thursday, December 20th, 2018**. If this Agreement is not fully executed by Group and returned to Hotel by **Thursday, December 20th, 2018**, Hotel may release the guest the meeting and event space. Once the contract is signed and received, your reservations will be confirmed and considered a definite booking. Deposit will be due on **Friday, January 18th, 2019**.

AGENCY

Group is being represented by Marbella Ruiz, who is the exclusive agent of Group, and has complete authority to represent Group in all matters arising under this Agreement. Group acknowledges and agrees that Hotel may act in accordance with the directions given by Agent consistent with this Agreement and that Group will be bound by the agreements made by Agent and will pay all fees, charges, costs and expenses due and owing Hotel in accordance with any such agreements. Agent is the agent of Group and not of Hotel. In the event questions arise over amounts paid or payable to Agent under this Agreement, Hotel will abide by the requests or decisions of Group (including, without limitation, providing Group copies of this Agreement and other Event materials). In no event shall Hotel be liable to Agent, if Group terminates Agent, as its agent. Group hereby agrees to defend, indemnify and hold harmless Hotel from any liability arising out of Group's appointment or termination of Agent as its agent or Hotel's payment of amounts owed to Agent.

GUEST ROOM RATES

The Hotel offers a discounted rate for the evening of your event. This discounted rate will vary daily and will be a percentage off of the rate of the day. Resort fee and applicable taxes will apply; standard cancellation fees will apply.

Your guests will be able to book via Hyatt.com, mobile application or by calling the 800 number with a special rate code. Once your contract is definite your reservations coordinator will contact you with custom code.

PROGRAM OF EVENTS

Your private function has been booked on a first option tentative basis:

Day	Date	Function	Time	Set Up	# of guests	Room Rental
Friday	1/18/19	Registration (VISTA FOYER)	8:00AM – 9:00AM	OTHER	0	\$0.00
Friday	1/18/19	LAOCRC Governance Council Meeting (VISTA I BALLROOM)	9:00AM – 11:00AM	CRESCENT RND 6	50	\$500.00
Friday	1/18/19	LAOCRC Governance Council Retreat (HUNTINGTON SOUTH BALLROOM)	11:45 AM – 3:00 PM	CRESCENT RND 6	140	\$500.00
Friday	1/18/19	Breakout 1 (VISTA BALLROOM)	1:45PM – 2:30PM	SCHOOLROOM	50	\$500.00
Friday	1/18/19	Breakout 2 (VISTA BALLROOM)	1:45PM – 2:30PM	SCHOOLROOM	50	\$500.00
Friday	1/18/19	Breakout 3 (VISTA 11 BALLROOM)	1:45PM – 2:30PM	SCHOOLROOM	50	\$500.00
Friday	1/18/19	Breakout 4 (VISTA I BALLROOM)	1:45PM – 2:30PM	SCHOOLROOM	50	WAIVED

MEETING AND EVENT SPACE COMMITMENT

Hotel will hold the meeting and event space as set forth above on the Program of Events, This is considered to be a firm commitment by Group and any increase or decrease to that commitment or Group's Food and Beverage Revenue Commitment (as defined below) may result in a modification of Group's Meeting and Event Space Rental Fee (as defined below), if any, by Hotel. All meeting and event space is assigned by Hotel according to the number of persons guaranteed to attend the Event. Hotel may reassign the meeting or event space listed on the Program of Events at Hotel's sole discretion.

Meeting and event space rental for this Event is **\$2,500.00** (the "Meeting and Event Space Rental Fee"). The Meeting Event Space Rental Fee is subject to taxes and service charges in effect at the time of the Event. The current tax rate for meeting rooms is 7.750% and the service charge is 25.000%, of which 70.00% is allocated to service personnel who provide services for the Event as a gratuity and 30.00% is retained (and not distributed as a tip or other gratuity) by Hotel.

FOOD AND BEVERAGE REVENUE COMMITMENT

By entering into this Agreement, Group agrees to provide a minimum of **\$12,000.00** in event food and beverage revenue (the "Food and Beverage Revenue Commitment"). The Food and Beverage Revenue Commitment excludes services charges, taxes, audio visual, parking or other associated expenses applicable at the time of the Event.

Should Group's actual meeting and event food and beverage revenue fall below the Food and Beverage Revenue Commitment based on the number of Event attendees, Hotel will advise Group of additional alternatives in food and beverage which will meet the Food and Beverage Revenue Commitment. If Group nonetheless does not reach the Food and Beverage Revenue Commitment, any outstanding balance will be charged to Group's Meeting and Event Space Rental Fee.

In order for the Hotel to prepare appropriately for food and beverage events, Group agrees to provide the guaranteed number of attendees at least four (4) days prior to the first day of events. This number will be consider a final guarantee, not subject to reduction. A surcharge of up to five percent (5%) will be assessed for menu changes that are received less than four (4) days prior to the first day of events,

All banquet food and beverage arrangements must be made through Hotel. Only food and beverage purchased from Hotel may be served on Hotel property. Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the age limit mandated by applicable law are present at the Event and attempt to receive service of alcoholic beverages. Hotel reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet its Food and Beverage Revenue Commitment set forth in this Section. Therefore, Hotel and Group agree that: (a) the damages suffered by Hotel in the event that the Food and Beverage Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

SERVICE CHARGES—FOOD AND BEVERAGE

A service charge and applicable taxes that are in effect at the time of the Event shall be added to all food and beverage charges. The current service charge is 25.00%, of which 70.00% is allocated to service personnel who provide services for the Event as a gratuity and 30.00% is retained (and not distributed as a tip or other gratuity) by Hotel.

Service charges may be subject to sales or other taxes in effect at the time of the Event. Group and its attendees may provide an additional tip to Hotel’s staff. All service charges will be posted to Group’s Master Account.

DEPOSITS

Group shall provide a non-refundable (except as specifically provided herein) deposit in the total amount of **\$21,305.80** payable as set forth in the table below. All deposits will be credited towards Cancellation Charges (defined below) due to Hotel. Payment may be made by check, credit card, wire transfer or ACH.

Twenty (20) percent of the first deposit will be held for contingency. The Contingency Deposit will be credited toward any additional amounts charged for additional items or services requested and provided during the Event, and, if applicable, any other outstanding amounts owed by Group to Hotel. Any portion of the Contingency Deposit remaining after payment of such additional items and outstanding amounts will be refunded to Group.

A one-time non-refundable deposit in the amount of **\$21,305.80** will be due from Group with this signed Agreement. All deposits will be credited towards any Attrition Charges (defined above) or Cancellation Charges (defined below) due to Hotel.

Deposit Schedule for Rancho Santiago Community College District		
Deposit	Deposit Amount	Deposit Due By
1 st Deposit	\$21,305.80	1/18/2019
All Final Remaining Charges	To Be Determined on Final Details	01/7/19 (Ten Business Days Prior)

CANCELLATION OPTION – FOOD, BEVERAGE, AND EVENT SPACE

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. In the event Group cancels without cause, Group shall pay Hotel liquidated damages in an amount calculated according to the table below (the "Cancellation Charges"), plus applicable taxes. Applicable Services Charges will be added to the Cancellation Charges when cancellation occurs sixty (60) days or less prior to the first date of the Event.

Less than One (1) month from the arrival date.	\$11,600.00 (80% of Food, Beverage and Room Rental Revenue Commitment)
Less than six (6) months to (1) month from arrival date	\$8,700.00 (60% of Food, Beverage and Room Rental Revenue Commitment)
Agreement signing through 6 months from the arrival date.	\$5,800.00 (40% of Food, Beverage and Room Rental Revenue Commitment)

Payment of the Cancellation Charges shall be made by Group to Hotel at the time this Agreement is canceled by written notice. Hotel and Group agree that: (a) the damages suffered by Hotel in the event that Group cancels without cause are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Cancellation Charges do not constitute a penalty.

In the event Hotel cancels this Agreement without cause, Hotel shall pay Group any direct damages suffered as a result of the cancellation, which damages shall not exceed the amount calculated according to the above scale.

RIGHTS OF TERMINATION FOR CAUSE

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

- (i) if a party’s performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the party’s control that in each case make it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or

(ii) if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or

(iii) if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination. Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold Group harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees, agents or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of Hotel; or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

The parties' obligations under this Section shall survive completion or earlier termination of this Agreement.

INSURANCE

Group and Hotel shall each maintain sufficient insurance to insure their obligations set forth in the Section of this Agreement titled "Indemnification and Hold Harmless," and each shall provide evidence of such insurance upon request.

PERMITS, LICENSES AND APPROVALS

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; or (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

CONTRACTORS

For any activity introduced onto Hotel's premises by an outside provider engaged by Group, Group will ensure that such providers comply with the terms of this Agreement and with any requirements for such providers as provided to Group by Hotel. Group will be fully responsible for such providers' actions or inactions and agrees to remove from Hotel's premises any outside provider that Hotel deems objectionable or whose activities cause reasonable concern. Upon request, Group will provide a certificate of insurance from such outside providers covering their actions and naming Hotel, the Hyatt Corporation and their affiliates as additional insureds with regard to their activities.

AMERICANS WITH DISABILITIES ACT

Hotel acknowledges its obligation to comply with the public accommodations requirements of the Americans with Disabilities Act or similar local laws regarding access and public accommodation ("Public Access Laws") except those of Group including Group's obligation to (i) remove "readily achievable" physical barriers within the meeting rooms utilized by Group that Group created (e.g., set-up of exhibits in an accessible manner) and that are not controlled or mandated by Hotel; (ii) provide auxiliary aids and services where necessary to ensure effective communication of the Event to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) modify Group's policies, practices and procedures applicable to attendees as required to enable disabled individuals to participate equally in the Event. Group shall

identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Hotel shall notify Group of requests for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

COMPLIANCE WITH LAWS

Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

CHANGES; NOTICE

Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; (iii) facsimile evidenced by a machine-generated receipt; or (iv) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

DAMAGE TO HOTEL PREMISES

Group shall be responsible for all damage to hotel premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted.

Group's obligations under this Section shall survive completion or earlier termination of this Agreement.

LIMITATION OF LIABILITY

Except for damages covered by the indemnifying party's indemnification obligations as set forth in the Section titled "Indemnification and Hold Harmless," neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits. Under no circumstances shall this limitation of liability limit or waive Group's obligations to pay liquidated damages, including without limitation, Attrition Charges or Cancellation Charges that may be owed.

PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy for Guests, which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at Hotel ("Guests") where they may access the Privacy Policy. To the extent that Group transfer information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests and event attendees as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Hotel will protect and use personal data about Guests and event attendees that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services (e.g. web-based reservations method) may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) different than those in this Agreement.

GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed under the laws of the State or Province in which Hotel's premises are located. Any controversy, claim or dispute arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the State or Province in which Hotel's premises are located for trial and determination without a jury. In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party.

WAIVER OF JURY TRIAL

To the extent permitted by law, the parties hereby expressly waive the right to a trial by jury.

ATTORNEYS FEES

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party. In addition, the party against whom collection is sought by non-judicial means shall be responsible for all reasonable costs (including reasonable attorneys' fees) incurred by the party that is successful in seeking collection of monies due pursuant to this Agreement.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be

ANY/ ALL EVENT TERMS

- ◆ If you wish to host the valet parking charges for your guests, the Hotel will offer a discounted event rate of \$15 per car for your guests attending your event. If you choose to have your guests pay for their own valet parking, they will pay the prevailing rate on the event date. Currently, the event rate is \$20 per car.

ENTIRE AGREEMENT

This Agreement, along with the attached Program of Events and Hotel Information Sheet, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

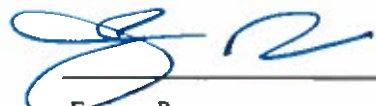
When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel's
Authorized Representative

By Group's
Authorized Representative



By: _____
 Name: Heather Jeffers
 Title: Event Sales Manager
 Date: _____

By:  _____
 Name: Enrique Perez
 Title: Vice Chancellor Educational Services
 Date: 12-20-18

Rancho Santiago Community College District Board Approval

By: _____
 Name: Peter Hardash
 Title: Vice Chancellor of Business Operations/Fiscal Svcs,
Business Operations
 Date: _____



EVENT SERVICE CONFIRMATION

ESO#: 030133-1221185
 Site ID: HUNT8445-31
 Site Name: Hyatt Regency Huntington Beach Resort & Spa
 Group: RANCHO SANTIAGO CC

Group information

RANCHO SANTIAGO CC
 Marbella Ruiz
 2323 N BROADWAY
 SANTA ANA, CA 92706-1606
 (714) 955-2612
ruiz_marbella@rsccd.edu

Event information

Setup Time: 8:00 AM on Fri Jan 18, 2019
 Event Begin: 9:00 AM on Fri Jan 18, 2019
 Event End: 3:00 PM on Fri Jan 18, 2019
 Description:

Contact information

Eddie Orellana (RoomNet Contact)
 (714) 651-6549
eddie.orellana@room-net.com

Additional information

Onsite Setup/Config Assist: No
 Additional Comments: • Network name: Rancho Santiago • Access Code : RC2018 • Large scale plan

Sat Tech

Strike Tech

Room information

Room
 Huntington Ballroom North
 2.5_A07
 Royal Tern North 2.4_A41
 Vista Ballroom I 2.4_A35
 Vista Ballroom II 2.4_A21

Dates
 1/18/2019 -
 1/18/2019
 1/18/2019 -
 1/18/2019
 1/18/2019 -
 1/18/2019

Pricing Summary

Item	Qty	Fee	SubTotal	Days	Total
Wireless	1	\$2,000.00	\$2,000.00	1	\$2,000.00
Internet					
GRAND TOTAL:					\$2,000.00

Signature of Order Acceptance

I hereby agree that I have thoroughly reviewed the event order detail listed above for accuracy and that this order constitutes my complete request for service. I understand that changes to this Event Service Order (ESO) must be made in writing and delivered to my RoomNet event manager no less than 48 hours prior to the start time listed on this ESO. By acceptance of this agreement and by use of RoomNet's services, I agree to be bound by all Terms of Service listed below as well RoomNet's Acceptable Network Use Policy (AUP).

Customer Signature
Enrique Perez, Vice Chancellor of Educational Services

Please fax a copy of the signed Event Service Order to RoomNet at 714-415-2450.

Rancho Santiago Community College District Board Approval:

By: _____

Name: Peter Hardash

Title: Vice Chancellor of Business Operations/Fiscal Svcs. Business Operations

Date: _____



TERMS OF SERVICE

ROOMNET ACKNOWLEDGES THE RECEIPT OF AND IS PROCESSING YOUR ORDER FOR SERVICE. TO ENSURE ACCURACY, PLEASE REVIEW THE DETAILS OF THIS ORDER CONFIRMATION. PLEASE CONTACT YOUR SALES REPRESENTATIVE OR OUR SERVICE CENTER NO LESS THAN 48 HOURS BEFORE YOUR EVENT IF ANY CHANGES NEED TO BE MADE.

ROOMNET RESERVES THE RIGHT TO MAKE ANY TECHNICAL OR LOGISTIC ADJUSTMENTS IT DEEMS NECESSARY TO ACCOMMODATE UNFORSEEN CIRCUMSTANCES OR CUSTOMER REQUIREMENTS. NEITHER ROOMNET, THE HOTEL OR THEIR AGENTS, EMPLOYEES, OR CONTRACTORS SHALL BE HELD LIABLE FOR DAMAGES OR LOSS OF DATA RESULTING FROM SERVICE OUTAGES OR EQUIPMENT FAILURES WHICH WOULD RENDER SUCH SERVICES UNAVAILABLE. REMEDIES FOR FAILURE TO PROVIDE SERVICE SHALL BE LIMITED TO AMOUNT PREPAID OR PAID TOWARD USE OF ROOMNET SERVICES FOR THIS EVENT.

Initials: 



Hyatt Regency Huntington Beach Resort and Spa
 21500 Pacific Coast Hwy
 Huntingtn Bch, CA 92648
 Tel: 714-845-4707 Fax: 714-845-4625

Currency: USD Page 1 of 6

Quote # 3783-6515

Rancho Santiago Community College
Attn: Marbella Ruiz
2323 N BROADWAY
Santa Ana, CA 92706

Contact Name:	Marbella Ruiz	Show Date(s):	01/18/2019 - 01/18/2019
Email:	ruiz_marbella@rscgd.edu	Show Name:	Rancho Santiago Community College
Quote No:	3783-6515	Show Location:	Hyatt Regency Huntington Beach Resort and Spa 21500 Pacific Coast Hwy Huntingtn Bch, CA 92648
Sales Representative:	Nick Gonzalez		
Hotel CS Manager:	Heather Jeffers		
Hotel Sales Manager:	Heather Jeffers		
		Conveyance Method:	Pickup
		Billing Method:	Master

	Gross	Discount	Ext. Price
Equipment Rental	\$3,078.00	\$461.70	\$2,616.30
Operator Labor	\$1,100.00		\$1,100.00
Setup/Strike Labor	\$1,045.00		\$1,045.00
Event Technology Support	\$769.50		\$769.50
Subtotal	\$5,992.50	\$461.70	\$5,530.80
Loss Damage Waiver			\$123.12
Tax			\$262.39
Total Estimate			\$5,916.31

*NO CHARGES OR AMOUNTS WHATSOEVER UNDER THIS AGREEMENT/QUOTE ARE PURPORTED OR INTENDED TO BE A GRATUITY FOR PSAV STAFF OR THE HOTEL'S SERVICE STAFF AND NO AMOUNTS CHARGED BY PSAV WILL BE DISTRIBUTED TO PSAV STAFF OR THE HOTEL'S SERVICE STAFF AS A GRATUITY.

Vista I - Meeting (01/18/2019 8:00AM - 11:00AM)
Job# 3783-18040

Equipment And Sales

Qty	Item Description	Days Billed	Rate	Subtotal
<i>Video</i>				
1	Meeting Room Projector Support Package- 10' Cradle Screen	1	\$255.00	\$216.75
1	10' Roll-Up Screen			
	Screen centered in middle of air-wall. Connections at Podium			
	Client will provide own projector.			
1	Small Media Cart			
1	Rolling Cart Cover			
1	Small Video Cable Lot			
Video Subtotal				\$216.75
<i>Audio</i>				
1	EV Sound System Package	1	\$619.00	\$526.15
1	12" 2-Way Self Powered Speaker			
1	Speaker Cover			
1	Tripod Speaker Stand			
1	Ultimate Stand Cover			
1	Soundcraft Si Expression 1 (16 Ch)			
1	Soundcraft Mini Stagebox 16ch Cat5			
1	Whirlwind PCDI			
1	Wireless Handheld Microphone	1	\$190.00	\$161.50
1	Beta 58 Wireless Handheld Mic			
1	UHF Wireless Mic Receiver			
7	Gooseneck Microphone	1	\$74.00	\$440.30
Audio Subtotal				\$1,127.95
Equipment And Sales Subtotal				\$1,344.70

Labor

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
Friday, January 18, 2019									
1	Audio Technician To Show - FULL DAY	\$1,100.00			1.00				\$1,100.00
	Audio Technician to be dedicated to group								
1	Technician To Set/Strike	\$95.00	\$142.50	\$190.00		3.00	0.00	0.00	\$285.00
Labor Subtotal									\$1,385.00
Vista I - Meeting (01/18/2019 8:00AM - 11:00AM) Subtotal:									\$2,729.70

Huntington South - Meeting (01/18/2019 9:00AM - 3:00PM)
Job# 3783-18045

Equipment And Sales

Qty	Item Description	Days Billed	Rate	Subtotal
<i>Video</i>				
1	7'6"x13'4" Fast Fold Screen - Front Projection	1	\$395.00	\$335.75
1	7'6"x13'4" Dress Kit Black			
1	7'6"x13'4" Screen Frame			
1	7'6"x13'4" Front Fabric			
1	Small Video Cable Lot	1	\$65.00	\$55.25
1	Small Media Cart	1	\$30.00	\$25.50
1	Rolling Cart Cover	1	\$0.00	\$0.00
Video Subtotal				\$416.50

Audio

1	EV Sound System Package	1	\$436.00	\$370.60
2	12" 2-Way Self Powered Speaker			
2	Speaker Cover			
2	Tripod Speaker Stand			
2	Ultimate Stand Cover			
1	10 Channel (4) XLR Compact Mixer			
1	Whirlwind PCDI			
2	Wireless Handheld Microphone	1	\$190.00	\$323.00
1	Beta 58 Wireless Handheld Mic			
1	UHF Wireless Mic Receiver			
1	Wireless Lavalier Microphone	1	\$190.00	\$161.50
1	UHF Wireless Mic Receiver			
1	UHF Wireless BeltPack & Lav Mic			
Audio Subtotal				\$855.10

Equipment And Sales Subtotal **\$1,271.60**

Labor

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
Friday, January 18, 2019									
2	Technician To Set/Strike	\$95.00	\$142.50	\$190.00		4.00	0.00	0.00	\$760.00
Labor Subtotal									\$760.00
Huntington South - Meeting (01/18/2019 9:00AM - 3:00PM) Subtotal:									\$2,031.60

PSAV
Prepared For: Rancho Santiago Community College
Quote No: 3783-6515
Total Estimate: \$5,916.31

	Gross	Discount	Ext. Price
Event Technology Support			\$769.50
<hr/>			
Subtotal	\$5,992.50	\$461.70	\$5,530.80
Loss Damage Waiver			\$123.12
Tax			\$262.39

Total Estimate

\$5,916.31

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Thank you for your business.

GENERAL TERMS and CONDITIONS

1. **ACCEPTANCE.** This Quote will be valid for a period of thirty (30) days from the Quote Date ("Acceptance Period"). In the event this Quote is not accepted, signed and returned to PSAV within the Acceptance Period, it will be void. All prices are subject to change without notice following the Acceptance Period.
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3. **LABOR RATES.** Hourly labor rates, minimum calls, overtime labor rates, daily labor rates and per diems apply and are based upon prevailing rates and practices at the venue where the Event is being held and the business division providing the equipment and services. Labor estimates were developed based on information provided by the Customer. All Labor calls are subject to a minimum charge period based on local venue rules, servicing division policies, and/or Union rules, as they may apply. In the event that the employee works more hours than estimated in the Quote, the Customer will be billed the appropriate prevailing or premium rate for the additional hours worked.
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7. **EQUIPMENT HANDLING.** All equipment must be handled by PSAV personnel only. Equipment may not be moved, stored, or serviced by Customer or any other party. Customer may not operate the equipment unless authorized by PSAV. Customer will incur additional charges if equipment is moved or relocated by Customer or any other party. Customer agrees that PSAV shall be permitted free access to the equipment at any time before, during and/or after the Event for purposes of set/strike, maintenance and routine checks. PSAV retains all title and rights in and to the equipment and all related accessories.
8. **DAMAGE & SECURITY.** Customer shall be responsible for all equipment that is damaged, lost or stolen (whether by use, misuse, accident or neglect), unless caused by PSAV's negligence. In addition to amounts due to PSAV in connection with this Quote, Customer agrees to pay PSAV upon demand for all amounts incurred by PSAV on account of lost, damaged and stolen equipment, based upon repair costs for repairable equipment or full replacement cost for lost or irreparable equipment. In addition, Customer shall be responsible for rental fees while equipment is being repaired and/or replaced, as the case may be. If security is required by Customer or deemed necessary by PSAV to protect the equipment during the Event, Customer shall be responsible for all costs in connection with the provision of security.
9. **EQUIPMENT FAILURE.** PSAV maintains and services its equipment in accordance with the manufacturer's specifications and industry practice. PSAV does not, however, warrant or guarantee that the equipment or services being provided will be free of defect, malfunction or operator error. If the equipment malfunctions or does not operate properly during the Event for any reason whatsoever, Customer agrees to immediately notify a PSAV representative. PSAV will attempt to remedy the problem as soon as possible so that the Event is not interrupted. Customer agrees and acknowledges that PSAV assumes no responsibility or liability for any loss, cost, damage or injury to persons or property in connection with the Event as a result of inoperable equipment or otherwise.
10. **EVENT CANCELLATION.** If Customer cancels the Event or the provision of audiovisual equipment and services by PSAV more than **30 days** prior to the first day of the Event, no cancellation charges shall apply except for any expenses actually incurred by PSAV. Cancellations received at least **15 days** prior to the first day of the Event, shall be subject to a cancellation charge equal to **50%** of the entire estimate of charges contained in the most recent version of this Quote. Cancellations received **72 hours or less** before the first day of the Event, or after equipment has departed from its storage facility will be subject to a cancellation charge equal to **100%** of the total estimate of charges described on the most recent version of this Quote. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event and/or cancels the provision of audiovisual equipment and services by PSAV. Cancellation fees, including fees to cover any incurred costs, shall be due immediately upon any such cancellation by Customer.
ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY PSAV'S ON-SITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF APPLICABLE - IF ANY CUSTOM SETS, GOBOS OR OTHER CUSTOM MATERIALS ARE REQUIRED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO PSAV REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY PSAV OR ITS AFFILIATES IN SECURING AND/OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% RESTOCKING FEE.
11. **PAYMENT. Master Account** - Customer may be required to establish a Master Account with the venue under the terms as set forth by the venue and prior to the commencement of the Event. Customer must notify PSAV if a Master Account has not been secured with the venue so that pre-payment or other payment arrangement can be made with PSAV for equipment and services in connection with the Event. Upon conclusion of the Event, Customer shall be required to make full and final payment via Customer's Master Account with the venue. **Direct Bill** - Customers that seek to be direct billed for equipment rental, labor and other services must establish credit with PSAV by completing a credit application at least 30-days prior to the first day of the Event or at signing of the contract if that date is within 30 days of the Event start date. Based on review of the credit application, the Customer may be required to make a deposit at least 30-days prior to the first day of the Event or at signing of the contract if such date is within 30 days of the first day of the Event. The deposit received will be credited to the final invoice for the Event. Customer shall be required to make full and final payment to PSAV within the terms determined based on the credit application.
12. **CHANGES TO CUSTOMER QUOTE.** Customer may make changes to equipment or services specified in the Quote and the above cancellation charges shall not apply if Customer requests changes to equipment or services within 24 hours of the Event so long as the overall charges in the revised Quote are within 10% of the original agreed Quote.
13. **INDEMNIFICATION.** Customer and PSAV each hereby forever agree to indemnify, defend and hold harmless the other for any and all claims, losses, costs (including reasonable attorneys fees and costs), damages and/or injury to property and persons (including death) as a result of the negligent acts, errors or omissions of each party and their respective employees, agents, representatives and contractors. Customer also agrees to indemnify, defend and hold harmless PSAV against all claims for copyright, patent or other intellectual property infringement including claims for licenses and royalties, as a result of PSAV's use of any and all, without limitation, Customer provided materials, recordings, transmissions, videos, software, hardware etc., in connection with the Event.
14. **LIMITATION OF LIABILITY.** Under no circumstances will PSAV be responsible for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise in connection with the Event.
15. **FORCE MAJEURE.** Performance under this Quote may be delayed due to unforeseeable and unavoidable delays caused by federal, state or municipal actions, statutes, ordinances or regulations; acts of god, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; or other unforeseeable incidents outside of any responsible party's control which shall make such performance impossible and/or impractical. The party whose performance is so delayed shall give notice of the delay and its cause to the other party to whom performance is owed within five (5) days of the commencement of such delay.
16. **LOSS DAMAGE WAIVER (LDW).** If LDW applies and is quoted in the Event order and Customer does not elect to decline LDW for the Event, Customer understands that charges for loss or damage to PSAV owned equipment will be waived by PSAV. Customer further acknowledges and understands that if any loss or damage occurs, Customer will be required to participate in any investigation by PSAV, facility security and/or other authorities. If it is determined that the loss or damage was intentionally caused by Customer or its representatives, this LDW shall not apply and Customer will be fully responsible for all such loss or damage.
17. **MISCELLANEOUS.** This Quote shall be governed and interpreted in accordance with the laws of the state where the Event is located. Time is of the essence with respect to each party's obligation hereunder. The individuals signing this Quote each represent and warrant to the other that they have the proper authority to bind their respective parties to the provisions of this Quote. The provisions of this Quote may only be modified by written Quote signed between the parties.
18. **ADDITIONAL*TERMS AND CONDITIONS.** From time to time, additional Event-specific terms may also be included throughout the Quote. Customer understands and agrees to any additional provisions contained within the Event Quote.

PSAV

Prepared For: Rancho Santiago Community College

Quote No: 3783-6515

Total Estimate: \$5,916.31

Page 6 of 6

Approved By: _____

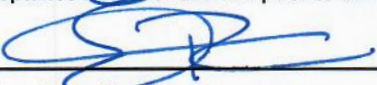


Printed On: 12/20/2018 01:41 PM

Prepared By: Nick Gonzalez

Prepared For: Rancho Santiago Community College (Marbella Ruiz)

Signed Acceptance must be received prior to delivery of equipment to Customer/show site.



Signature as Acceptance of the Proposal and Terms

12-20-18

Date of Acceptance



Hyatt Regency Huntington Beach Resort and Spa
 21500 Pacific Coast Hwy
 Huntingtn Bch, CA 92648
 Tel: 714-845-4707 Fax: 714-845-4625

Currency: USD Page 1 of 8

Quote # 3783-6519

Rancho Santiago Community College
Attn: Marbella Ruiz
2323 N BROADWAY
Santa Ana, CA 92706

Contact Name:	Marbella Ruiz	Show Date(s):	01/18/2019 - 01/18/2019
Email:	ruiz_marbella@rscdd.edu	Show Name:	Rancho Santiago Community College
Quote No:	3783-6519	Show Location:	Hyatt Regency Huntington Beach Resort and Spa 21500 Pacific Coast Hwy Huntingtn Bch, CA 92648
Sales Representative:	Nick Gonzalez		
Hotel CS Manager:	Heather Jeffers		
Hotel Sales Manager:	Heather Jeffers		

Conveyance Method: Pickup
 Billing Method: Master

	Gross	Discount	Complimentary	Ext. Price
Equipment Rental	\$5,076.00	\$601.80	\$1,064.00	\$3,410.20
Setup/Strike Labor	\$570.00			\$570.00
Event Technology Support	\$1,003.00			\$1,003.00
Subtotal	\$6,649.00	\$601.80	\$1,064.00	\$4,983.20
Loss Damage Waiver				\$160.48
Tax				\$342.03
Total Estimate				\$5,485.71

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PSAV

Prepared For: Rancho Santiago Community College

Quote No: 3783-6519

Total Estimate: \$5,485.71

**Vista II - Breakout 2 (01/18/2019 1:45PM - 2:30PM)
Job# 3783-18047**

Equipment And Sales

Qty	Item Description	Days Billed	Rate	Subtotal
<i>Video</i>				
1	Meeting Room Projector Package	1	\$590.00	\$501.50
1	3000 Lumen WXGA LCD Projector			
1	Safelock Cover			
1	8' Tripod Screen			
1	Safelock Stand			
1	Small Video Cable Lot			
Video Subtotal				\$501.50

<i>Audio</i>				
1	EV Sound System Package	1	\$304.00	\$258.40
1	12" 2-Way Self Powered Speaker			
1	Speaker Cover			
1	Tripod Speaker Stand			
1	Ultimate Stand Cover			
1	10 Channel (4) XLR Compact Mixer			
1	Whirlwind PCDI			
1	Wireless Handheld Microphone	1	\$190.00	\$161.50
1	Beta 58 Wireless Handheld Mic			
1	UHF Wireless Mic Receiver			
1	Wireless Lavalier Microphone	1	\$190.00	\$161.50
1	UHF Wireless Mic Receiver			
1	UHF Wireless BeltPack & Lav Mic			
Audio Subtotal				\$581.40

Equipment And Sales Subtotal \$1,082.90

Labor

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
Friday, January 18, 2019									
1	Technician To Set/Strike	\$95.00	\$142.50	\$190.00		2.00	0.00	0.00	\$190.00
Vista II - Breakout 2 (01/18/2019 1:45PM - 2:30PM) Subtotal:									\$1,272.90

**Royal Tern - Breakout 3 (01/18/2019 1:45PM - 2:30PM)
 Job# 3783-18048**

Equipment And Sales

Qty	Item Description	Days Billed	Rate	Subtotal
<i>Video</i>				
1	Meeting Room Projector Package	1	\$590.00	\$501.50
1	3000 Lumen WXGA LCD Projector			
1	Safelock Cover			
1	8' Tripod Screen			
1	Safelock Stand			
1	Small Video Cable Lot			
Video Subtotal				\$501.50

<i>Audio</i>				
1	EV Sound System Package	1	\$304.00	\$258.40
1	12" 2-Way Self Powered Speaker			
1	Speaker Cover			
1	Tripod Speaker Stand			
1	Ultimate Stand Cover			
1	10 Channel (4) XLR Compact Mixer			
1	Whirlwind PCDI			
1	Wireless Handheld Microphone	1	\$190.00	\$161.50
1	Beta 58 Wireless Handheld Mic			
1	UHF Wireless Mic Receiver			
1	Wireless Lavalier Microphone	1	\$190.00	\$161.50
1	UHF Wireless Mic Receiver			
1	UHF Wireless BeltPack & Lav Mic			
Audio Subtotal				\$581.40

Labor

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
Friday, January 18, 2019									
1	Technician To Set/Strike	\$95.00	\$142.50	\$190.00		2.00	0.00	0.00	\$190.00
Royal Tern - Breakout 3 (01/18/2019 1:45PM - 2:30PM) Subtotal:									\$1,272.90

Goldenwest - Breakout 4 (01/18/2019 1:45PM - 2:30PM)
Job# 3783-18049

Equipment And Sales

Qty	Item Description	Days Billed	Rate	Subtotal
<i>Video</i>				
1	Meeting Room Projector Package	1	\$590.00	\$501.50
1	3000 Lumen WXGA LCD Projector			
1	Safelock Cover			
1	8' Tripod Screen			
1	Safelock Stand			
1	Small Video Cable Lot			
Video Subtotal				\$501.50

Audio

1	EV Sound System Package	1	\$304.00	\$258.40
1	12" 2-Way Self Powered Speaker			
1	Speaker Cover			
1	Tripod Speaker Stand			
1	Ultimate Stand Cover			
1	10 Channel (4) XLR Compact Mixer			
1	Whirlwind PCDI			
1	Wireless Handheld Microphone	1	\$190.00	\$161.50
1	Beta 58 Wireless Handheld Mic			
1	UHF Wireless Mic Receiver			
1	Wireless Lavalier Microphone	1	\$190.00	\$161.50
1	UHF Wireless Mic Receiver			
1	UHF Wireless BeltPack & Lav Mic			
Audio Subtotal				\$581.40

Labor

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
Friday, January 18, 2019									
1	Technician To Set/Strike	\$95.00	\$142.50	\$190.00		2.00	0.00	0.00	\$190.00
Goldenwest - Breakout 4 (01/18/2019 1:45PM - 2:30PM) Subtotal:									\$1,272.90

Vista I - Breakout 1 (01/18/2019 1:45PM - 2:30PM)
Job# 3783-18053

Equipment And Sales

Qty	Item Description	Days Billed	Rate	Subtotal
<i>Video</i>				
1	Meeting Room Projector Package- 10' Cradle Screen	1	\$255.00	\$255.00
1	10' Roll-Up Screen			
1	Small Media Cart			
1	Rolling Cart Cover			
1	Small Video Cable Lot			
Video Subtotal				\$0.00
<i>Audio</i>				
1	EV Sound System Package	1	\$619.00	\$619.00
1	12" 2-Way Self Powered Speaker			
1	Speaker Cover			
1	Tripod Speaker Stand			
1	Ultimate Stand Cover			
1	Soundcraft Si Expression 1 (16 Ch)			
1	Soundcraft Mini Stagebox 16ch Cat5			
1	Whirlwind PCDI			
1	Wireless Handheld Microphone	1	\$190.00	\$190.00
1	Beta 58 Wireless Handheld Mic			
1	UHF Wireless Mic Receiver			
1	Wireless Lavalier Microphone	1	\$190.00	\$161.50
1	UHF Wireless Mic Receiver			
1	UHF Wireless BeltPack & Lav Mic			
Audio Subtotal				\$161.50
Vista I - Breakout 1 (01/18/2019 1:45PM - 2:30PM) Subtotal:				\$161.50

PSAV

Prepared For: Rancho Santiago Community College

Quote No: 3783-6519

Total Estimate: \$5,485.71

Page 6 of 8

Event Technology Support

Ext. Price
\$1,003.00

Gross

Discount

Complimentary

Ext. Price

Subtotal

\$6,649.00

\$601.80

\$1,064.00

\$4,983.20

Loss Damage Waiver

\$160.48

Tax

\$342.03

Total Estimate

\$5,485.71

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7. **EQUIPMENT HANDLING.** All equipment must be handled by PSAV personnel only. Equipment may not be moved, stored, or serviced by Customer or any other party. Customer may not operate the equipment unless authorized by PSAV. Customer will incur additional charges if equipment is moved or relocated by Customer or any other party. Customer agrees that PSAV shall be permitted free access to the equipment at any time before, during and/or after the Event for purposes of set/strike, maintenance and routine checks. PSAV retains all title and rights in and to the equipment and all related accessories.
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10. **EVENT CANCELLATION.** If Customer cancels the Event or the provision of audiovisual equipment and services by PSAV more than **30 days** prior to the first day of the Event, no cancellation charges shall apply except for any expenses actually incurred by PSAV. Cancellations received at least **15 days** prior to the first day of the Event, shall be subject to a cancellation charge equal to **50%** of the entire estimate of charges contained in the most recent version of this Quote. Cancellations received **72 hours or less** before the first day of the Event, or after equipment has departed from its storage facility will be subject to a cancellation charge equal to **100%** of the total estimate of charges described on the most recent version of this Quote. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event and/or cancels the provision of audiovisual equipment and services by PSAV. Cancellation fees, including fees to cover any incurred costs, shall be due immediately upon any such cancellation by Customer.
ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY PSAV'S ON-SITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF APPLICABLE - IF ANY CUSTOM SETS, GOBOS OR OTHER CUSTOM MATERIALS ARE REQUIRED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO PSAV REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY PSAV OR ITS AFFILIATES IN SECURING AND/OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% RESTOCKING FEE.
11. **PAYMENT. Master Account** - Customer may be required to establish a Master Account with the venue under the terms as set forth by the venue and prior to the commencement of the Event. Customer must notify PSAV if a Master Account has not been secured with the venue so that pre-payment or other payment arrangement can be made with PSAV for equipment and services in connection with the Event. Upon conclusion of the Event, Customer shall be required to make full and final payment via Customer's Master Account with the venue. **Direct Bill** - Customers that seek to be direct billed for equipment rental, labor and other services must establish credit with PSAV by completing a credit application at least 30-days prior to the first day of the Event or at signing of the contract if that date is within 30 days of the Event start date. Based on review of the credit application, the Customer may be required to make a deposit at least 30-days prior to the first day of the Event or at signing of the contract if such date is within 30 days of the first day of the Event. The deposit received will be credited to the final invoice for the Event. Customer shall be required to make full and final payment to PSAV within the terms determined based on the credit application.
12. **CHANGES TO CUSTOMER QUOTE.** Customer may make changes to equipment or services specified in the Quote and the above cancellation charges shall not apply if Customer requests changes to equipment or services within 24 hours of the Event so long as the overall charges in the revised Quote are within 10% of the original agreed Quote.
13. **INDEMNIFICATION.** Customer and PSAV each hereby forever agree to indemnify, defend and hold harmless the other for any and all claims, losses, costs (including reasonable attorneys fees and costs), damages and/or injury to property and persons (including death) as a result of the negligent acts, errors or omissions of each party and their respective employees, agents, representatives and contractors. Customer also agrees to indemnify, defend and hold harmless PSAV against all claims for copyright, patent or other intellectual property infringement including claims for licenses and royalties, as a result of PSAV's use of any and all, without limitation, Customer provided materials, recordings, transmissions, videos, software, hardware etc., in connection with the Event.
14. **LIMITATION OF LIABILITY.** Under no circumstances will PSAV be responsible for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise in connection with the Event.
15. **FORCE MAJEURE.** Performance under this Quote may be delayed due to unforeseeable and unavoidable delays caused by federal, state or municipal actions, statutes, ordinances or regulations; acts of god, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; or other unforeseeable incidents outside of any responsible party's control which shall make such performance impossible and/or impractical. The party whose performance is so delayed shall give notice of the delay and its cause to the other party to whom performance is owed within five (5) days of the commencement of such delay.
16. **LOSS DAMAGE WAIVER (LDW).** If LDW applies and is quoted in the Event order and Customer does not elect to decline LDW for the Event, Customer understands that charges for loss or damage to PSAV owned equipment will be waived by PSAV. Customer further acknowledges and understands that if any loss or damage occurs, Customer will be required to participate in any investigation by PSAV, facility security and/or other authorities. If it is determined that the loss or damage was intentionally caused by Customer or its representatives, this LDW shall not apply and Customer will be fully responsible for all such loss or damage.
17. **MISCELLANEOUS.** This Quote shall be governed and interpreted in accordance with the laws of the state where the Event is located. Time is of the essence with respect to each party's obligation hereunder. The individuals signing this Quote each represent and warrant to the other that they have the proper authority to bind their respective parties to the provisions of this Quote. The provisions of this Quote may only be modified by written Quote signed between the parties.
18. **ADDITIONAL TERMS AND CONDITIONS.** From time to time, additional Event-specific terms may also be included throughout the Quote. Customer understands and agrees to any additional provisions contained within the Event Quote.

PSAV

Prepared For: Rancho Santiago Community College

Quote No: 3783-6519

Total Estimate: \$5,485.71

Page 8 of 8

Approved By: _____

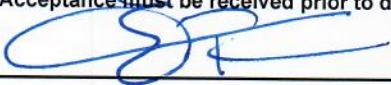


Printed On: 12/20/2018 01:49 PM

Prepared By: Nick Gonzalez

Prepared For: Rancho Santiago Community College (Marbella Ruiz)

Signed Acceptance must be received prior to delivery of equipment to Customer/show site.



Signature as Acceptance of the Proposal and Terms

12-20-18

Date of Acceptance

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: January 14, 2019
Re: Approval of Service Agreement between RSCCD and Amanda Romero	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill, the state allocated funds to community colleges to support collaborative regional work to improve the quality of career technical education programs, to increase the number of students who complete these programs, and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program – Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

ANALYSIS

Strong Workforce Program regional funds will be allocated to Amanda Romero in order to create eight OC Career Education Community College Network for the Orange County Region. This will consist of coordination, scheduling or presenter, and creation of meeting agenda and power point, meeting minutes, google doc uploading of documents, and continuous marketing efforts of group. In addition, there will be nine meetings scheduled to plan, coordinate, and facilitate meetings for the OC Counselor Symposium.

The Counselors Symposium will present a Community College Panel, Bridging the Gap from HS to College Session, and a Community College Exhibit.

The project director is Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the 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: \$16,600.00 (grant-funded)	Board Date: January 14, 2019
Prepared by: Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Dr. Raúl Rodríguez, Ph.D., Chancellor	

Service Agreement

This AGREEMENT is made and entered into between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as (“DISTRICT”), and Amanda Romero, hereinafter referred to as “SERVICE PROVIDER”. The DISTRICT and the SERVICE PROVIDER are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

BACKGROUND:

- A. “District” is of the opinion that “Service Provider” has the necessary qualifications, experience and abilities to provide services in connection with the business of the “District”.
- B. “Service Provider” is agreeable to providing services to “District”, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF THE MATTERS DESCRIBED ABOVE AND OF THE MUTUAL BENEFITS AND OBLIGATIONS SET FORTH IN THE Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Scope of Work

“Service Provider” agrees to provide “District” with services to perform eight OC Career Education Community College Network Meetings for the Orange County Region. This will include coordination, scheduling or presenter, and creation of meeting agenda and power point, meeting minutes, google doc uploading of documents, and continuous marketing efforts of group. In addition, there will be nine meetings scheduled to plan, coordinate, and facilitate meetings for the OC Counselor Symposium. The Counselors Symposium will present a Community College Panel, Bridging the Gap from HS to College Session, and a Community College Exhibit. “Service Provider” will provide all, materials, tools, and other items necessary to complete the contracted services.

Term of Agreement

The term of this Agreement will begin January 22, 2019 and will remain in full force and effect until August 31st, 2019.

Performance

Service Provider will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California.

Compensation

District agrees to pay Service Provider, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Sixteen thousand six hundred_ Dollars (\$16,600). The remainder of the service fees will be paid upon receipt of a final invoice requesting payment, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all work plan activities and outcomes.

Invoicing and Payments

"Service Provider" shall submit monthly invoices to "District" for services performed in the immediate prior month. Service Provider's invoices shall be in such a form and format with substantiated data as requested by "District".

Within 30 (thirty) days of receipt of Service Provider's invoices, "District" will make payment to "Service Provider" of undisputed amounts of the Service Agreement price due for services. "District" may withhold or deduct from amounts otherwise due to Service Provider hereunder if Service Provider fails to perform material obligations to be performed on its part under this Service Agreement, with the amounts withheld or deducted being released after Service Provider has fully cured such failure of performance, less costs, damages or losses sustained by "District".

Independent Contractor

It is expressly agreed that "Service Provider" is acting as an independent contractor and not as an employee in providing the Services hereunder. "Service Provider" and "District" acknowledge that this Agreement does not create a partnership or joint venture between them.

Termination

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. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. In the event of termination, 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. 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.

Confidentiality Clause

All work completed on behalf of District by Service Provider will be held confidential and confidentiality shall survive termination or expiration of Agreement.

Indemnification

To the fullest extent permitted by law, Service Provider shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives ("Indemnitees") from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions

of Service Provider or of persons acting on behalf of Service Provider, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts.

Insurance

“Service Provider” shall, at its sole cost and expense, procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the workhereunder

- a) Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The District, its Board of Trustees, and their officials, employees, and agents shall be named as additional insureds by endorsement. There shall be no limitations on the coverage afforded to the District, its Board of Trustees, and their officials, employees, and agents.
- b) 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).

Entire Agreement

This Agreement contains the entire agreement of the Parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.

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.

**DISTRICT: RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT**

**SERVICE PROVIDER:
Amanda Romero**

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Board of Trustees)

To:	Board of Trustees	Date: January 14, 2019
Re:	Approval of Amendment to 2019 Designation of Specific Days, Weeks, or Months of Observance Which Relate to the Educational Mission of District	
Action:	Request for Action	

BACKGROUND

Board Policy 2305, Annual Organizational Meeting, provides, in part, that the Board of Trustees will designate specific days, weeks or months of observance, which relate to the educational mission of the District. An attached list of observed dates is then approved by the Board. One of the observances listed was Holocaust Remembrance Day and the date listed was May 2, 2019. This amendment would add January 27, 2019 as a Holocaust Remembrance Day. This observance honors the over six million Jewish victims of the Holocaust and millions of other victims of the Nazism and encourages development of educational programs to help prevent future genocides.

ANALYSIS

Two dates are internationally recognized as Holocaust Remembrance Day; January 27, 2019 has been recognized by the United Nations as International Holocaust Remembrance Day, commemorating the liberation of the Auschwitz-Birkenau concentration and death camp; and May 2, 2019 is also internationally recognized as Holocaust Remembrance Day, corresponding to the 27th day of Nisan on the Hebrew calendar. That date marks the anniversary of the Warsaw Ghetto uprising. The Board would need to act at this meeting in order to have the District recognize the January 27, 2019, date as the next board meeting is to be held on February 4, 2019.

RECOMMENDATION

Trustee John Hanna recommends that the board approve an amendment to the 2019 designation of specific days, weeks, or months of observance which relate to the educational mission of the District by adding January 27, 2019, to the existing May 2, 2019, date listed for the International Holocaust Day on the attached document.

Fiscal Impact: None	Board Date: January 14, 2019
Prepared by: John Hanna, Member, Board of Trustees	
Submitted by: John Hanna, Member, Board of Trustees	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

2019 Designation of Specific Days, Weeks or Months of Observance, Which Relate to the Educational Mission of the District	
Occasion	Date
American Indian Heritage Month	November
Anaheim Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD
Asian-Pacific Islander Month	May
Black History Month	February
California Coastal Cleanup Day	3rd Sat. of September
City of Anaheim	TBD
City of Garden Grove	TBD
City of Irvine	TBD
City of Orange	TBD
City of Santa Ana	TBD
City of Tustin	TBD
City of Villa Park	TBD
Classified Appreciation Week	May
Community College Month	April
Constitution Day/Citizenship Day	September 17
Constitution Week	September 17-23
Garden Grove Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD
Hispanic Heritage Month	September
Holocaust Remembrance Day	January 27; May 2
Immigrant Heritage Month	June
Irish American Heritage Month	March
Irvine Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD
Lesbian, Gay, Bisexual, & Transgender History Month	October
National Public Health Week	April
Nurses Recognition Week	May
Orange Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD

2019 Designation of Specific Days, Weeks or Months of Observance, Which Relate to the Educational Mission of the District	
Occasion	Date
National Hispanic Women Business Association (NHWBA) Business Women of the Year	May
Orange County Labor Federation Solidarity Day Honoring of Individuals/Businesses/Unions	April
Peace Officer Memorial Day	May
POW/MIA Recognition Day	September 20
Recognition/honoring individuals who have served the RSCCD community	TBD
Santa Ana Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD
Small Business Week	April
Teacher Appreciation Week	May
Teacher of the Year	September/October
Tustin Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD
Veterans Appreciation Week	November
Villa Park Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: January 14, 2019
Re: Approval of First Amendment to Sub-Agreement between RSCCD and Think Together for the Adult Education Program (Assembly Bill 104) (#DO-18-2238-02)	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District received a fiscal year 2018/19 Adult Education Program – Regional Consortium Funding Apportionment (Assembly Bill 104), formerly Adult Education Block Grant, from the California Community Colleges Chancellor’s Office. Funding was awarded to the Rancho Santiago Adult Education Consortium (RSAEC) that includes RSCCD, three school districts (Santa Ana, Orange, and Garden Grove), the Orange County Department of Education, and the Orange County Sheriff’s Department.

The Chancellor’s Office has apportioned Adult Education Program funds to regions throughout the state to expand and improve opportunities for educational and workforce services for adult learners. Funding will support RSAEC’s AB 86 Regional Comprehensive Plan seven program areas: (1) elementary and secondary basic skills, including high school diploma or GED; (2) citizenship, English as a second language, and workforce preparation; (3) adults/older adults entry or re-entry into the workforce; (4) family literacy; (5) adults with disabilities; (6) career technical education; and (7) pre-apprenticeship training activities. The award amount is \$3,066,565. The funding term is July 1, 2018, through December 31, 2020, with program activities and reporting ending June 30, 2021.

ANALYSIS

Adult Education Program funds were allocated to RSCCD’s Child Development Services (CDS) to provide an evening childcare program, and CDS has designated THINK Together as a sub-contractor to operate the evening childcare program at the Centennial Education Center Child Development Center. Through mutual agreement CEC, CDS, and THINK Together agree to amend the Performance Period of September 11, 2018, through December 14, 2018 to September 11, 2018 through May 17, 2019; the original performance days would also be amended from 65 days to 136 days within the Performance Period to reflect the additional services days. The sub-award amount shall also be amended from \$39,000.00 to not exceed \$81,600 to reflect the extra service days. Related dates within the Reporting, Invoicing and Time Extension Periods shall also be amended to reflect the amended Period of Performance. The enclosed first amendment to the sub-agreement (#DO-18-2238-02) outlines the terms of the project. The amended sub-agreement will allow THINK Together to continue providing child care services to 50 children/youth focusing on educational activities and skills development thereby increasing adult students’ participation and persistence in adult education programs for the Spring 2019 semester.

Overseeing the implementation of RSCCD’s Learning Center are project director Janneth Linnell and 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: \$81,600.00 (grant-funded)	Board Date: January 14, 2019
Prepared by: Janneth Linnell, Executive Director, Child Development Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**FIRST AMENDMENT TO SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
THINK TOGETHER**

This **First Amendment** to sub-agreement (hereinafter “Agreement”) is entered into on this 10th day of September 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Think Together (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD received state categorical apportionment funding entitled “Adult Education Program” (hereinafter “Program”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), to disseminate implementation funds to regional consortia of community college districts, K-12 school districts, and other partner agencies, to implement regional strategies to better serve educational and workforce needs of adults;

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of this Program according to the terms and conditions hereinafter set forth.

NOW, THEREFORE the Parties agree as follows:

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

2. Period of Performance

The period of performance for this Agreement shall be from September 11, 2018, through May 17, 2019.

Item 3. Total Cost, page 1, of the Agreement is amended as follows:

3. Total Cost

The total cost to RSCCD for the performance of this Agreement shall not exceed **\$81,600.00** USD.

Item 4. Invoice, page 2, of the Agreement is amended as follows:

4. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and include back-up documentation for expenditures submitted for payment. Final payment is contingent upon successful completion of the Statement of Work (**Exhibit A**), upon receipt of a final invoice requesting payment due **June 14, 2019**, and the Project Director’s certification of the final report. Invoice(s) should be submitted to the following address:

Janneth Linnell, Executive Director of Child Development Services
Rancho Santiago Community College District
2323 N. Broadway, Suite 245
Santa Ana, CA 92706

Item 5. Reporting, page 2, of the Agreement is amended as follows:

5. Reporting

- (a) Progress Reports. SUBCONTRACTOR agrees to submit progress reports as requested by RSCCD and/or the PRIME SPONSOR.
- (b) Final Reports. SUBCONTRACTOR agrees to submit a final expenditure report and a final performance report summarizing completion of the project activities consistent with the SUBCONTRACTOR’S Scope of Work (**Exhibit A**). The final reports are due **June 14, 2019**.

Reports related to this Agreement should be submitted to Janneth Linnell, Executive Director of Child Development Services via email at Linnell_Janneth@rsccd.edu.

Item 6. Time Extensions, page 3, of the Agreement is amended as follows:

6. Time Extensions

SUBCONTRACTOR must spend all funds allocated through this Agreement within the timeframe of the Agreement listed above under Article I.2. “Period of Performance”. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **May 17, 2019**.

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: Think Together

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: September 10, 2018

33-0781751
Employer/Taxpayer Identification Number (EIN)

Approval Date: September 10, 2018

Employer/Taxpayer Identification Number (EIN)

**SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
THINK TOGETHER**

This sub-agreement (hereinafter “Agreement”) is entered into on this 10th day of September 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Think Together (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD received state categorical apportionment funding entitled “Adult Education Program” (hereinafter “Program”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), to disseminate implementation funds to regional consortia of community college districts, K-12 school districts, and other partner agencies, to implement regional strategies to better serve educational and workforce needs of adults;

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of this Program according to the terms and conditions hereinafter set forth.

NOW, THEREFORE the Parties agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR will provide services as described in the attached Statement of Work (**Exhibit A**), related to the *Rancho Santiago Adult Education Consortium – AB 86 Regional Comprehensive Plan and the 2018-2019 Annual Plan*, which by this reference are incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services 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 September 11, 2018, through December 14, 2018.

3. **Total Cost**

The total cost to RSCCD for the performance of this Agreement shall not exceed **\$39,000.00** USD.

4. **Payment**

Disbursement of funds will begin upon RSCCD’s receipt of the fully executed Agreement and a detailed invoice for the disbursement. RSCCD shall make reimbursement payments as

long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

5. Budget

SUBCONTRACTOR agrees that the expenditures of all funds under this Agreement will be in accordance with the Project Budget (**Exhibit B**), which by this reference is incorporated into this Agreement. SUBCONTRACTOR must submit a budget revision request to RSCCD if expenditures exceed ten (10) percent of the authorized project budget by cost categories; and/or adding or deleting budget categories.

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and include back-up documentation for expenditures submitted for payment. Final payment is contingent upon successful completion of the Statement of Work (**Exhibit A**), upon receipt of a final invoice requesting payment due **January 15, 2019**, and the Project Director's certification of the final report. Invoice(s) should be submitted to the following address:

Janneth Linnell, Executive Director of Child Development Services
Rancho Santiago Community College District
2323 N. Broadway, Suite 245
Santa Ana, CA 92706

7. Reporting

- (a) Progress Reports. SUBCONTRACTOR agrees to submit progress reports as requested by RSCCD and/or the PRIME SPONSOR.
- (b) Final Reports. SUBCONTRACTOR agrees to submit a final expenditure report and a final performance report summarizing completion of the project activities consistent with the SUBCONTRACTOR'S Scope of Work (**Exhibit A**). The final reports are due **January 15, 2019**.

Reports related to this Agreement should be submitted to Janneth Linnell, Executive Director of Child Development Services via email at Linnell_Janneth@rsccd.edu.

8. Expenditure of Program Funds

SUBCONTRACTOR agrees to comply with all Program funding requirements and that it is solely responsible for the appropriate expenditure of all funds received and for any misappropriation or disallowment of Program funds.

9. Time Extensions

SUBCONTRACTOR must spend all funds allocated through this Agreement within the timeframe of the Agreement listed above under Article I.2. "Period of Performance". Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **December 12, 2018**.

As the term of the Program is from July 1, 2018 through December 31, 2020, RSCCD will address extensions through amendments to the Agreement on an annual basis, rather than for

the entire term. Extensions for use of Program funds will be up to December 31, 2020, and require prior written consent by RSCCD.

10. Independent Contractor

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

11. Subcontract Assignment

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 consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with SUBCONTRACTOR guidelines.

SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

12. Record Keeping

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

13. Audit

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

14. Insurance

SUBCONTRACTOR shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be

provided that includes a thirty (30) day notice of cancellation, modification, or reduction in said insurance. Within thirty (30) days of the execution of this Agreement, SUBCONTRACTOR shall deliver certificate(s) of insurance under SUBCONTRACTOR'S comprehensive general liability insurance policy on or before the date of execution of Agreement.

SUBCONTRACTOR shall provide workers' compensation coverage for each of its employees. SUBCONTRACTOR hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish satisfactory evidence thereof at any time RSCCD may request.

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'S expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

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

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within

thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD and/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 to this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD:

Janneth Linnell, Executive Director of Child Development Services
Rancho Santiago Community College District
2323 N. Broadway, Suite 245
Santa Ana, CA 92706
(714) 480-7546; Linnell_Janneth@rsccd.edu

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

SUBCONTRACTOR: THINK Together
2101 E. Fourth Street, Bldg. B, 2nd Floor
Santa Ana, CA 92705

Tia Dwyer, Chief Program and Operations Officer
(714) 543-3807; tdwyer@thinktogether.org

Natalia Flores, General Manager
(714) 543-3807; naflores@thinktogether.org

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

20. 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.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Program agreement, the provisions of AB 104 Section 39 Article 9, and the Legal Terms and Conditions, as set forth and incorporated into this Agreement by reference. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations. As the Program 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.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Program. 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: Think Together

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: September 10, 2018

33-0781751
Employer/Taxpayer Identification Number (EIN)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

January 14, 2019

MANAGEMENT

2018/2019 Cabinet Permanent Annual Salary Schedule/Attachment #1

2018/2019 Management Permanent Annual Salary Schedule/Attachment #2

Employment Agreement/Attachment #3

Gonzalez, Yezid H.
Assistant Vice Chancellor, Information
Technologies Services
Business Operations & Fiscal Services
District Operations

Appointment

Paramore, Stephanie M.
Dean, Instruction and Student Services
Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: January 30, 2019
Salary Placement: B-A \$135,440.91/Year
(Requisition #AC18-0691)

Appointment/Change of Assignment

Duenez, Patricia S.
From: Executive Secretary
To: Assistant to the Vice Chancellor
Educational Services
District

Effective: December 14, 2018
Salary Placement: M-2 \$65,907.92
(Requisition #CL18-1184)

Interim Appointment

Cuellar, Estela
Interim Director, Special Programs
Academic Affairs
Santiago Canyon College

Effective: December 10, 2018 – June 30, 2019
Salary Placement: H-1 \$81,280.84/Year

FACULTY

2019 Spring CEFA Hourly Step Increases/Attachment #4

Ratification of Resignation/Retirement

Sharma, Mamta
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective: January 11, 2019
Reason: Resignation

Additional 2018/2019 Contract Extension Days

Morris-Pfyl, Sandy
Coordinator, Career Development/Career
Technical Education Student Success Center
Student Services
Santa Ana College

Effective: January 2 – June 30, 2019
Reason: Job Placement Services
Additional Contract Extension: 8 Days
Contract Extension Rate: \$532.54/Day

Beyond Contract/Overload Stipend

Camarco, Lisa
Professor, Kinesiology
Mathematics & Sciences Division
Santiago Canyon College

Effective: November 30, 2018
Amount: \$180.00
Reason: Matriculation/Student
Assessment (Project #2380)

Gonzalez-Diaz, Haydee
Assistant Professor/Counselor
Counseling Division
Santa Ana College

Effective: August 27, 2018
Amount: \$300.00
Reason: Program Facilitation-Biology
(Project #1625)

Graham, Song Nguyet
Assistant Professor/Counselor
Counseling & Student Support
Services Division
Santa Ana College

Effective: November 9, 2018
Amount: \$360.00
Reason: Matriculation/Student
Assessment (Project #2380)

Hardy, Michelle
Associate Professor, Human Development/
Early Childhood/Child Development
Human Services & Technology Division
Santa Ana College

Effective: November 16, 2018
Amount: \$6,186.00
Reason: Coordination-Child
Development Training Consortium
(Project #1241)

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

James, Scott
Associate Professor/Coordinator
Distance Education
Academic Affairs
Santiago Canyon College

Effective: November 7, 2018
Amount: \$180.00
Reason: Matriculation/Student
Assessment (Project #2380)

Kramer, Jessica
Assistant Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: November 7, 2018
Amount: \$180.00
Reason: Matriculation/Student
Assessment (Project #2380)

Lopez, Jorge
Professor, Biology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 27, 2018
Amount: \$300.00
Reason: Program Facilitation-Biology
(Project #1625)

Martin, Linda
Assistant Professor, Library &
Information Science
Institutional Effectiveness, Library &
Learning Support Services
Santiago Canyon College

Effective: November 9, 2018
Amount: \$180.00
Reason: Matriculation/Student
Assessment (Project #2380)

Salcido, Denise
Assistant Professor, Adult Basic Education/
High School Subjects
Continuing Education Division
Santiago Canyon College

Effective: December 9, 2018
Amount: \$1,000.00
Reason: Staff Development-Reading
(Project #2058)

Sanchez, Sandra
Assistant Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: November 7, 2018
Amount: \$180.00
Reason: Matriculation/Student
Assessment (Project #2380)

Shields, Jolene
Professor, Adult Basic Education/
High School Subjects
Continuing Education Division
Santiago Canyon College

Effective: November 7, 2018
Amount: \$180.00
Reason: Matriculation/Student
Assessment (Project #2380)

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Shields, Jolene Professor, Adult Basic Education/ High School Subjects Continuing Education Division Santiago Canyon College	Effective: November 28, 2018 Amount: \$180.00 Reason: Matriculation/Student Assessment (Project #2380)
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Adjusted Beyond Contract/Overload Stipend

Oertel, Patricia Professor, Microbiology Science, Mathematics & Health Sciences Division Santa Ana College	Effective: August 27, 2018 From: \$13,956.00 To: \$13,323.00 Reason: Program Facilitation-Biology (Project #1625)
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2019 Spring CEFA Hourly Column Changes

Ayala, Monica Counselor Continuing Education Division (CEC) Santa Ana College	Effective: January 07, 2019 From: Column II, Step 4 \$44.88 To: Column III, Step 4 \$46.00
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Cuellar, Estela Instructor, Vocational Continuing Education Division (OEC) Santiago, Canyon College	Effective: January 07, 2019 From: Column I, Step 6 \$54.12 To: Column II, Step 6 \$55.48
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Echeverria, Daniel Instructor, High School Subjects Continuing Education Division (CEC) Santa Ana College	Effective: January 07, 2019 From: Column I, Step 6 \$54.12 To: Column II, Step 6 \$55.48
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Ly, Anh Instructor, ESL Continuing Education Division (CEC) Santa Ana College	Effective: January 07, 2019 From: Column II, Step 6 \$55.48 To: Column III, Step 6 \$56.86
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Salgado, Guadalupe Instructor, Older Adults/Health & Wellness Continuing Education Division (OEC) Santiago Canyon College	Effective: January 07, 2019 From: Column I, Step 3 \$50.25 To: Column II, Step 3 \$51.51
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FACULTY (CONT'D)

2019 Spring CEFA Hourly Column Changes (cont'd)

Suarez, Francisco
Counselor
Continuing Education Division (CEC)
Santa Ana College

Effective: January 07, 2019
From: Column II, Step 5 \$57.63
To: Column IV, Step 5 \$63.53

Toubak, Behrang
Instructor, Learning Skills Handicap
Continuing Education Division (CEC)
Santa Ana College

Effective: January 07, 2019
From: Column II, Step 6 \$55.48
To: Column III, Step 6 \$56.86

Part-time/Hourly New/Rehires

Adame, Al
Instructor, Vocational/Computer
Continuing Education Division (CEC)
Santa Ana College

Effective: December 10, 2018
Hourly Lecture Rate: I-3 \$51.51

Aguirre, Maria G
Instructor, ESL
Continuing Education Division (OEC)
Santiago Canyon College

Effective: January 02, 2019
Hourly Lecture Rate: I-3 \$50.25

Alfaro, David
Counselor
Counseling Division
Santa Ana College

Effective: January 02, 2019
Hourly Rate: II-3 \$52.27

Alcaraz, Saul
Instructor, Vocational/Computers
Continuing Education Division (CEC)
Santa Ana College

Effective: December 10, 2018
Hourly Lecture Rate: I-3 \$50.25

Arroyo, Stephanie H
Counselor
Counseling Division
Santa Ana College

Effective: December 11, 2018
Hourly Rate: II-3 \$52.27

Ayala, Eduardo
Instructor, Communication Studies
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: January 07, 2019
Hourly Lecture Rate: II-3 \$61.50

FACULTY (CONT'D)

Part-time/Hourly New/Rehires (cont'd)

Campagna, Mark E
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College
Effective: January 02, 2019
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Cochran, Colleen M
Instructor, Curriculum Development
Vocational/Business/Registered Behavior Technician
Continuing Education Division (OEC)
Santiago Canyon College
Effective: November 16, 2018
Hourly Rate: II-3 \$41.89

Cuellar, Richard M
Instructor, Fire Technology/Driver Operator
Human Services & Technology Division
Santa Ana College
Effective: 12/10/2018
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

De Leon, Reginald S
Instructor, Theatre
Fine & Performing Arts Division
Santa Ana College
Effective: January 07, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Fuentes, Vilma M
Counselor
Counseling Division
Santa Ana College
Effective: December 11, 2018
Hourly Rate: II-3 \$52.27

Getchius, Jason E
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College
Effective: January 02, 2019
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Gostin, Steve C
Instructor, Vocational/Business
Continuing Education Division (CEC)
Santa Ana College
Effective: January 07, 2019
Hourly Lecture Rate: II-3 \$51.51

Lauridsen, Andrew
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College
Effective: January 02, 2019
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

FACULTY (CONT'D)

Part-time/Hourly New/Rehires (cont'd)

Lee, Chrissie
Instructor, Biology
Science, Math & Health Sciences Division
Santa Ana College

Effective: January 14, 2019
Hourly Lecture Rate: IV-3 \$67.79

Loury, Hilda
Instructor, Philosophy
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: January 14, 2019
Hourly Lecture Rate: II-3 \$61.50

MacAfee, Lisa R
Counselor
Counseling Division
Santa Ana College

Effective: December 11, 2018
Hourly Rate: II-3 \$52.27

McIntosh, Sarah E
Clinical Psychologist
Health & Wellness Center
Enrollment Student Support Services Division
Santiago Canyon College

Effective: January 14, 2019
Hourly Rate: \$76.56

Merino Campos, Guadalupe
Instructor, High School Subjects/Math
Continuing Education Division (OEC)
Santiago Canyon College

Effective: January 03, 2019
Hourly Lecture Rate: I-3 \$50.25

Moreno, Adriana
Counselor
Counseling Division
Santa Ana College

Effective: December 11, 2018
Hourly Rate: IV-3 \$57.63

Ostash, Scott C
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: January 09, 2019
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Petersen, Denise
Health Center Nurse
Student Services Division
Santa Ana College

Effective: January 07, 2019
Hourly Rate: \$48.78

FACULTY (CONT'D)

Part-time/Hourly New/Rehires (cont'd)

Reyes Zarate, Jorge A
Instructor, Sociology
Humanities & Social Sciences Division
Santa Ana College

Effective: January 14, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Ruiz, Linda D
Counselor
Counseling Division
Santa Ana College

Effective: December 11, 2018
Hourly Rate: IV-3 \$57.63

Sauber, David T
Instructor, Law/Paralegal
Business Division
Santa Ana College

Effective: December 28, 2018
Hourly Lecture/Lab Rates: IV-3 \$67.79/\$61.02

Sharp, Anthony D
Instructor, Vocational/Employability Skills
Continuing Education Division (CEC)
Santa Ana College

Effective: January 02, 2019
Hourly Lecture Rate: II-3 \$51.51

Soliguen, Albert P
Instructor, Fire Technology/Wellness
Human Services & Technology Division
Santa Ana College

Effective: December 03, 2018
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Stone, Leslie A
Instructor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: January 14, 2019
Hourly Lecture Rate: II-3 \$61.50

Villeda, Karina M
Counselor
Counseling Division
Santa Ana College

Effective: December 11, 2018
Hourly Rate: II-3 \$52.27

Virzi, Susan E
Instructor, Communication Studies
Fine & Performing Arts Division
Santa Ana College

Effective: January 14, 2019
Hourly Lecture Rate: II-3 \$61.50

FACULTY (CONT'D)

Non-paid Interns

Alcantar, Ashley
Veteran's Resource Intern
Veterans' Resource Center
Santa Ana College

Effective: January 15 – June 30, 2019
College Affiliation: University of La Verne
Major: Counseling

Frutos, Alyssa
Athletic Trainer Intern
Kinesiology
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 15 – June 15, 2019
College Affiliation: CS, Fullerton
Major: Athletic Training

Fuertes, Schendell
Human Services Intern
Academic Talent Search
Santa Ana College

Effective: July 16, 2018 – June 30, 2019
College Affiliation: CSU, Fullerton
Major/Discipline: Human Services

Hernandez, Brittney
Human Services Intern
Veteran's Resource Center
Santa Ana College

Effective: January 15 – June 30, 2019
College Affiliation: CS, Fullerton
Major: Human Services

Lamb, Jason
Human Services Intern
Academic Talent Search
Santa Ana College

Effective: January 15 – June 30, 2019
College Affiliation: CS, Fullerton
Major: Human Services

Martinez, Amanda
Inmate Education Intern
Counseling Department
Continuing Education Division
Santiago Canyon College

Effective: January 15 – June 14, 2019
College Affiliation: UC, Irvine
Major: Social Policy & Public Service

Reyes, Jr., Tony
Human Services Intern
Veteran's Resource Center
Santa Ana College

Effective: January 15 – June 30, 2019
College Affiliation: CS, Dominguez Hills
Major: Human Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2018/2019 CABINET PERMANENT ANNUAL SALARY SCHEDULE
 Effective July 1, 2018

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Vice Chancellor, Human Resources	\$195,790.04	\$203,460.00	\$211,434.10	\$219,725.61	\$228,347.70	\$236,796.56	\$245,558.03
Vice Chancellor, Business Operations & Fiscal Services	\$195,790.04	\$203,460.00	\$211,434.10	\$219,725.61	\$228,347.70	\$236,796.56	\$245,558.03
Vice Chancellor, Educational Services	\$195,790.04	\$203,460.00	\$211,434.10	\$219,725.61	\$228,347.70	\$236,796.56	\$245,558.03
President, Santa Ana College	\$195,790.04	\$203,460.00	\$211,434.10	\$219,725.61	\$228,347.70	\$236,796.56	\$245,558.03
President, Santiago Canyon College	\$195,790.04	\$203,460.00	\$211,434.10	\$219,725.61	\$228,347.70	\$236,796.56	\$245,558.03

ADDITIONAL COMPENSATION

Tax Sheltered Annuity: \$579.07 per month

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
MANAGEMENT PERMANENT ANNUAL SALARY SCHEDULE
EFFECTIVE JULY 1, 2018**

GRADE	STEP A (Temporary up to June 30, 2019)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
R	\$55,435.31	\$58,199.13	\$61,108.42	\$64,136.76	\$67,363.42	\$70,722.32	\$74,258.43	\$77,971.35
Q	\$57,485.03	\$60,354.66	\$63,396.20	\$66,569.98	\$69,889.20	\$73,393.59	\$77,063.27	\$80,916.43
P	\$59,667.00	\$62,655.64	\$65,776.52	\$69,069.32	\$72,534.02	\$76,170.65	\$79,979.18	\$83,978.14
O	\$62,060.57	\$65,168.21	\$68,408.12	\$71,833.16	\$75,443.31	\$79,212.18	\$83,172.79	\$87,331.43
N	\$64,824.38	\$68,051.05	\$71,462.87	\$75,033.37	\$78,789.01	\$82,729.78	\$86,866.27	\$91,209.59
M	\$67,694.02	\$71,066.14	\$74,623.43	\$78,352.60	\$82,266.94	\$86,379.61	\$90,698.59	\$95,233.52
L	\$70,973.58	\$74,530.84	\$78,246.83	\$82,147.92	\$86,260.61	\$90,584.88	\$95,114.12	\$99,869.83
K	\$74,583.75	\$78,286.50	\$82,200.82	\$86,313.50	\$90,650.99	\$95,186.87	\$99,946.22	\$104,943.53
J	\$78,564.19	\$82,504.97	\$86,617.66	\$90,955.14	\$95,504.24	\$100,278.13	\$105,292.03	\$110,556.63
I	\$82,835.57	\$86,987.93	\$91,325.43	\$95,887.73	\$100,701.28	\$105,726.45	\$111,012.77	\$116,563.41
H	\$87,662.37	\$92,052.75	\$96,654.74	\$101,481.53	\$106,559.55	\$111,888.86	\$117,483.31	\$123,357.47
G	\$92,951.97	\$97,593.65	\$102,473.30	\$107,591.03	\$112,986.47	\$118,633.14	\$124,564.80	\$130,793.04
F	\$98,730.90	\$103,663.49	\$108,847.32	\$114,295.64	\$120,008.43	\$125,998.94	\$132,298.88	\$138,913.83
E	\$106,242.18	\$111,558.25	\$117,138.81	\$122,983.87	\$129,146.26	\$135,599.62	\$142,379.60	\$149,498.58
D	\$116,861.11	\$121,542.42	\$127,619.54	\$134,000.52	\$140,700.55	\$147,735.57	\$155,122.35	\$162,878.47
C	\$126,170.86	\$131,209.22	\$137,769.68	\$144,658.17	\$151,891.07	\$159,485.63	\$167,459.91	\$175,832.91
B	\$135,440.91	\$140,862.79	\$147,905.93	\$155,301.23	\$163,066.29	\$171,219.60	\$179,780.58	\$188,769.61
A	\$144,684.55	\$150,489.91	\$158,014.41	\$165,915.13	\$174,210.88	\$182,921.43	\$192,067.50	\$201,670.87

Adjusted

Columns &

Cola: 2.71%

Board Approved: January 14, 2019

Title	Grade	Position	Designation	Title	Grade	Position	Designation
Accounting Manager - Accounts Payable	G	Classified	Supervisory	Director, Business & Career Technical Education	H	Classified	Supervisory
Assistant Dean, Admissions & Records	E	Academic	Administrative	Director, Child Development Services Quality Assurance	F	Academic	Supervisory
Assistant Dean, Financial Aid, Scholarship & Veterans	E	Academic	Administrative	Director, College Advancement	G	Classified	Supervisory
Assistant Dean, Disabled Students Programs & Services	E	Academic	Administrative	Director, College Research	F	Classified	Supervisory
Assistant Dean, Student Services	E	Academic	Administrative	Director, Continuing Education Support Services	H	Classified	Supervisory
Assistant Director, Athletics & Sports Information	I	Classified	Supervisory	Director, Criminal Justice Academies Instruction	H	Academic	Supervisory
Assistant Director, OC Small Business Development Center	L	Classified	Supervisory	Director, Digital Media Center	E	Classified	Supervisory
Assistant Director, Small Business Initiative	L	Classified	Supervisory	Director, Employment Services, Equity & Diversity	F	Classified	Supervisory
Assistant to the Executive Vice Chancellor	M	Classified	Confidential	Director, Facility Planning, District Construction & Support Services	C	Classified	Administrative
Assistant to the President	M	Classified	Confidential	Director, Fire Instruction	H	Academic	Supervisory
Assistant to the Vice Chancellor	M	Classified	Confidential	Director, Global Trade & Logistics Initiative	F	Classified	Supervisory
Assistant Vice Chancellor, Educational Services	A	Classified	Administrative	Director, Information Communications Technology/Digital Media Initiative	F	Classified	Supervisory
Assistant Vice Chancellor, Facility Planning, District Construction & Support Services	A	Classified	Administrative	Director, Information Systems	D	Classified	Supervisory
Assistant Vice Chancellor, Fiscal Services	A	Classified	Administrative	Director, Los Angeles/Orange County Regional Consortia (LAOCRC) LA Director	C	Classified	Supervisory
Assistant Vice Chancellor, Human Resources	A	Classified	Administrative	Director, Los Angeles/Orange County Regional Consortia (LAOCRC) OC Director	C	Classified	Supervisory
Assistant Vice Chancellor, Information Technologies Services	A	Classified	Administrative	Director, OC Center of Excellence	F	Classified	Supervisory
Assistant Vice Chancellor, Economic & Workforce Development	A	Classified	Administrative	Director, Physical Plant and Facilities	F	Classified	Supervisory
Associate Dean, Business & Career Technical Education	D	Academic	Administrative	Director, Public Affairs & Publications	E	Classified	Supervisory
Associate Dean, Counseling	D	Academic	Administrative	Director, Purchasing Services	F	Classified	Supervisory
Associate Dean, Criminal Justice Academies	D	Academic	Administrative	Director, Retail, Hospitality & Tourism Initiative	F	Classified	Supervisory
Associate Dean, Disabled Student Programs & Services	D	Academic	Administrative	Director, Small Business Development Center	F	Classified	Supervisory
Associate Dean, EOPS	D	Academic	Administrative	Director, Small Business Initiative	F	Classified	Supervisory
Associate Dean, Financial Aid	D	Academic	Administrative	Director, Special Programs	H	Classified	Supervisory
Associate Dean, Fire Technology	D	Academic	Administrative	Director, Student Information Support	D	Classified	Supervisory
Associate Dean, Health Science & Nursing	D	Academic	Administrative	Director, Technology Infrastructure & Support Services	D	Classified	Supervisory
Associate Dean, Instructional & Student Services	D	Academic	Administrative	Director, Workforce Education	C	Academic	Administrative
Associate Dean, Student Development	D	Academic	Administrative	Director, Workplace Safety & Risk Management	F	Classified	Supervisory
Associate Director I, Child Development Center	Q	Academic	Supervisory	District Administrator Institutional Equity, Compliance and Title IX	A	Classified	Administrative
Associate Director II, Child Development Center	O	Academic	Supervisory	District Support Services Supervisor	I	Classified	Supervisory
Associate Registrar	K	Classified	Supervisory	Enrollment Reporting Manager	G	Classified	Supervisory
Benefits Analyst	L	Classified	Confidential	Executive Assistant to the Board of Trustees	K	Classified	Confidential
Bookstore Manager	J	Classified	Supervisory	Executive Assistant to the Chancellor	J	Classified	Confidential
Budget Analyst	K	Classified	Confidential	Executive Director, Adult Education Block Grant	C	Academic	Administrative
Campus Budget Manager	F	Classified	Supervisory	Executive Director, Child Development Services	C	Academic	Administrative
Chief District Safety & Security	D	Classified	Supervisory	Executive Director, College Advancement	C	Classified	Supervisory
Custodial Supervisor	O	Classified	Supervisory	Executive Director, Digital Media Center	C	Classified	Supervisory
Dean, Arts, Humanities & Social Sciences	B	Academic	Administrative	Executive Director, District Research, Planning & Institutional Effectiveness	C	Classified	Supervisory
Dean, Business	B	Academic	Administrative	Executive Director, Industry Sector Engagement & Career Technical Education Program Strategist	C	Classified	Supervisory
Dean, Business & Career Technical Education	B	Academic	Administrative	Executive Director, Institute for Workforce Development	C	Classified	Supervisory
Dean, Counseling	B	Academic	Administrative	Executive Director, Resource Development	E	Classified	Supervisory
Dean, Counseling & Student Support Services	B	Academic	Administrative	Facilities Manager	I	Classified	Supervisory
Dean, Enrollment & Support Services	B	Academic	Administrative	Facilities Project Manager	E	Classified	Supervisory
Dean, Kinesiology, Health & Athletics	B	Academic	Administrative	Graphic Communications Manager	H	Classified	Supervisory
Dean, Fine & Performing Arts	B	Academic	Administrative	Human Resources Analyst	L	Classified	Confidential
Dean, Human Services & Technology	B	Academic	Administrative	Internal Audit Manager	G	Classified	Supervisory
Dean, Humanities & Social Sciences	B	Academic	Administrative	Inventory, Delivery & Storage Supervisor	L	Classified	Supervisory
Dean, Institutional Effectiveness, Library & Learning Support Services	B	Academic	Administrative	Lieutenant District Safety & Security	H	Classified	Supervisory
Dean, Instruction & Student Services	B	Academic	Administrative	Maintenance Supervisor	O	Classified	Supervisory
Dean, Mathematics & Sciences	B	Academic	Administrative	Manager, Budget, Forecasting & Analysis	G	Classified	Supervisory
Dean, Science, Mathematics & Health Science	B	Academic	Administrative	Manager, Fiscal Services	E	Classified	Supervisory
Dean, Student Affairs	B	Academic	Administrative	Payroll Manager	G	Classified	Supervisory
Director I, Child Development Center	L	Academic	Supervisory	Project Manager	E	Classified	Supervisory
Director II, Child Development Center	J	Academic	Supervisory	Risk Manager	H	Classified	Supervisory
Director of Grants	F	Classified	Supervisory	Public Information Officer	I	Classified	Supervisory
Director, Academic Support	D	Classified	Supervisory	Publications and Electronic Media Manager	H	Classified	Supervisory
Director, ACT/Corporate Training	F	Classified	Supervisory	Registrar	G	Classified	Supervisory
Director, Athletics	F	Academic	Administrative	Sergeant District Safety & Security	K	Classified	Supervisory
Director, Auxiliary Services	F	Classified	Supervisory	Vice President, Academic Affairs	A	Academic	Administrative
				Vice President, Administrative Services	A	Classified	Administrative
				Vice President, Continuing Education	A	Academic	Administrative
				Vice President, Student Services	A	Academic	Administrative

Position List Revised:December 10, 2018

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Yezid H. Gonzalez** (“Administrator”), on the other hand, hereby enter into this Classified Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **Assistant Vice Chancellor, Information Technologies Services** (“Position”). Administrator is a “classified employee” as defined in sub-section “b” of Section 87001.5 of the *Education Code*, is a “classified administrator” as defined in sub-section “c” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing November 1, 2018 and ending June 30, 2020. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$158,454.50 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or

extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** Administrator has no retreat rights to any faculty or classified position, except as provided by law.

16. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

17. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

18. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Section 16 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the

settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

19. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

20. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

21. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

22. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

23. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

24. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

Board Approval Date: January 14, 2019

2019 SPRING CEFA HOURLY STEP INCREASES

LAST NAME	FIRST NAME	DIVISION	GRADE	NEW STEP	NEW LEC AMT
Altenbernd	Julianne	SAC/CEC	2	5	\$54.12
Arceo	En Tzu	SCC/OEC	2	5	\$54.12
Baeza	Rebecca	SAC/CEC	2	5	\$54.12
Barbosa	Roger	SAC/CEC	2	5	\$54.12
Barrios	Blanca	SCC/OEC	1	5	\$52.81
Bassi	Eleanora	SAC/CEC	1	5	\$52.81
Benoun	Joseph	SAC/CEC	3	5	\$55.48
Berry	Frank	SCC/OEC	3	4	\$54.12
Black	Janine	SAC/CEC	2	5	\$54.12
Brown	Marie	SCC/OEC	2	5	\$54.12
Buzdygan	Jolanta	SAC/CEC	2	6	\$55.48
Chavez	Violet	SAC/CEC	1	5	\$52.81
De La Torre	Lillybeth	SAC/CEC	2	5	\$54.12
Diaz-Escoto	Berenice	SCC/OEC	1	4	\$51.51
Dinh	Uyen	SCC/OEC	2	4	\$52.81
Elgan	Michael	SAC/CEC	2	5	\$54.12
Franco	Douglas	SCC/OEC	2	4	\$52.81
Funaoka	Lance	SAC/CEC	1	5	\$52.81
Garcia	Francisco	SCC/OEC	2	4	\$52.81
Garcia	Rosa	SAC/CEC	2	4	\$52.81
Gil	Eloisa Cristal	SAC/CEC	2	5	\$54.12
Godoy	Esmeralda	SAC/CEC	2	4	\$52.81
Hoeger	Jennifer	SAC/CEC	2	5	\$54.12
Hulse	Sharon	SAC/CEC	1	5	\$52.81
Hyatt-Solomina	Yelena	SCC/OEC	2	5	\$54.12
James	Selvina	SCC/OEC	2	6	\$55.48
Kapp	Tristen	SCC/OEC	1	5	\$52.81
Kibler-McNerney	Joanna	SCC/OEC	2	5	\$54.12
Knoll	Susan	SCC/OEC	2	5	\$54.12
Larkin	Zachary	SCC/OEC	2	5	\$54.12
Ledezma	Milton	SCC/OEC	1	5	\$52.81
Lemen	Kathrine	SCC/OEC	1	5	\$52.81
Lewis	Waymon	SAC/CEC	2	5	\$54.12
Lillywhite	Beth	SCC/OEC	2	6	\$55.48
Lipoczi	Richard	SAC/CEC	1	5	\$52.81
Manzo-Meda	Yesenia	SCC/OEC	2	5	\$54.12
Mastin	Kathleen	SCC/OEC	2	5	\$54.12
Matikinyidze	Rufaro	SAC/CEC	2	4	\$52.81
Meas	Soky	SAC/CEC	2	5	\$54.12
Medrano	Lidia	SCC/OEC	2	5	\$54.12
Miles	Brandon	SCC/OEC	2	5	\$54.12
Mobley	Tana	SAC/CEC	2	5	\$54.12
Myers	Victoria	SCC/OEC	2	5	\$54.12
Najera	Michael	SCC/OEC	2	5	\$54.12
Ogle	Courtney	SAC/CEC	1	5	\$52.81
Orendorff	Sarah	SAC/CEC	2	5	\$54.12
Putros	Danial	SAC/CEC	1	4	\$51.51
Ramirez	Ruth	SCC/OEC	2	5	\$54.12
Ramos Jimenez	Denia	SAC/CEC	2	4	\$52.81
Reyna	Ruben	SCC/OEC	2	4	\$52.81
Sandoval	Nancy	SAC/CEC	1	4	\$51.51

2019 SPRING CEFA HOURLY STEP INCREASES

ATTACHMENT #4

LAST NAME	FIRST NAME	DIVISION	GRADE	NEW STEP	NEW LEC AMT
Schlobohm	Patricia	SAC/CEC	1	5	\$52.81
Shimasaki	Darren	SAC/CEC	1	5	\$52.81
Silva Diaz	Rocio	SCC/OEC	2	6	\$55.48
Singh	Gita	SAC/CEC	1	5	\$52.81
Sirgy	Michelle	SAC/CEC	2	6	\$55.48
Snyder	Katie	SAC/CEC	2	5	\$54.12
Soukup	Scott	SCC/OEC	2	5	\$54.12
Strobel	Jacqueline	SAC/CEC	2	4	\$52.81
Torrey	Luz	SAC/CEC	2	5	\$54.12
Truong	Leah	SCC/OEC	1	5	\$52.81
Truong	Vietly	SCC/OEC	1	5	\$52.81
Vazquez	Sylvia	SAC/CEC	1	4	\$51.51
Visconti	Jennifer	SCC/OEC	2	5	\$54.12
Zambrano	Wendy	SAC/CEC	2	5	\$46.00**

** Counseling

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
JANUARY 14, 2019**

CLASSIFIEDChange in Grade

Human Resources Technician From: Grade 11 To: Grade 13

New Appointment

Aramburo, Guadalupe Effective: December 3, 2018
Administrative Secretary (CL18-1091) Grade 12, Step 1 \$50,020.52
Ed. Services/ District

Professional Growth Increments

Garcia, Omelina Effective: February 1, 2019
Student Services Coord./ Student Affairs/
SAC Grade 16, Step 6 + 5%L + 12 PG (6000)
\$89,332.82

Traslavina, Pilar Effective: February 1, 2019
Admissions/Records Tech. Spec./
Admissions/ SAC Grade 15, Step 6 + 2.5%L + 1PG (500)
\$77,174.94

Out of Class Assignment

Gonzalez, Araceli Effective: 11/26/18 – 05/10/19
Instructional Assistant/ Continuing Ed./
CEC Grade 5, Step 6 + 2.5%L + 3PG (1500)
\$50,286.77

Landa, Alejandra Effective: 12/17/18 – 03/31/19
Resource Development Coord./ Ed.
Services Grade 16, Step 3 \$68,533.43

Reynoso, Mark Effective: 12/12/18 – 05/28/19
Campus Budget Manager/ Admin.
Services/ SAC Grade F, Step 1 \$91,529.46
Supervisory

Change in Position

Langelier, Sonya
From: Financial Aid Coord.
To: Job Placement Coord. (CL18-1192)
Financial Aid/ SCC
Effective: January 1, 2019
Grade 13, Step 5 + 2.5%L + 4PG (2000)
\$67,615.12

Ner, Florence
From: Accountant
To: Sr. Accountant/Admin. Services/ SCC
(Reclass 1111)
Effective: January 1, 2019
Grade 15, Step 1 \$58,606.02

Oropeza, Liliana
From: Senior Clerk
To: Administrative Clerk/ Student
Services/ SAC (Reclass 1112)
Effective: January 1, 2019
Grade 10, Step 3 + 4PG (1500)
\$51,698.53

Leave of Absence

Kelly, Ann
Executive Secretary/ Admin. Services/
SCC
Effective: 11/20/18 – 12/31/18
Reason: Maternity Leave
Effective: 01/01/19 – 03/29/19
Reason: FMLA/Parental Leave

Ratification of Resignation/Retirement

Nguyen, Annie
Admissions/Records Spec. I/ Continuing
Ed./ CEC
Effective: December 3, 2018
Reason: Medical Layoff

Serratos, Julio
High School & Community Outreach
Spec./ Continuing Ed./ CEC
Effective: December 3, 2018
Reason: Medical Layoff

CLASSIFIED HOURLY

New Appointments

Gallegos, Maria
Instructional Assistant (CL18-1087)
Continuing Ed./ CEC
Effective: December 11, 2018
Up to 19 Hours/Week School Session
Grade 5, Step A \$17.85/Hour

Navarro, Eduardo
Instructional Assistant (CL18-1176)
Continuing Ed./ CEC
Effective: December 6, 2018
Up to 19 Hours/Week School Session
Grade 5, Step A \$17.85/Hour

Temporary to Hourly Ongoing

Rodriguez, Natalie Counseling Assistant (CL18-1188) Counseling/ SAC	Effective: December 12, 2018 19 Hours/Week 12 Months/Year Grade 5, Step A \$17.85/Hour
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Out of Class Assignment

Reimer, Tracy Counseling Assistant/ EOPS/ SAC	Effective: 12/07/18 – 03/07/19 19 Hours/Week 12 Months/Year Grade 5, Step A \$17.85/Hour
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Leave of Absence

Ahumada, Edith Student Services Specialist/ Student Services/ SAC	Effective: 12/04/18 – 02/26/19 Reason: Parental Leave
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Connaker, William Learning Assistant/ Learning Center/SCC	Effective: 8/18/18 – 8/17/18 10/8/18 – 10/12/18 12/14/18 – 12/20/18 06/10/19 – 06/14/19 Revised NWD for 11 Month Contract
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Reyes, Gloria Student Services Specialist/ Student Services/ SCC	Effective: 12/03/18 – 01/14/19 Reason: Maternity Leave
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Ratification of Resignation/Retirement

Lopez, Obdulia Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: December 15, 2018 Reason: Resignation
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Riojas Cervantes, Sebastien Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: December 15, 2018 Reason: Resignation
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Romero Bravo, Guadalupe Learning Facilitator/ EOPS/ SAC	Effective: December 5, 2018 Reason: Resignation
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Substitute Assignments cont'd

Mosqueda, Berenice Learning Facilitator Student Development/ SCC	Effective: 01/08/19 – 06/30/19
Tonix, Jorge Student Services Spec./ Student Services/ SAC	Effective: 12/12/18 – 02/14/19

MISCELLANEOUS POSITIONS

Kiyabu, Leonardo Community Services Presenter/ SCC	Effective: 01/02/19
Martinez, Andre Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 12/03/18 – 01/31/19
Vu, Thanh Clerical Assistant/ Counseling/ SAC	Effective: 12/24/18 – 04/26/19

Instructional Associates/Associate Assistants

Criminal Justice

England, James	Effective: 01/15/19
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COMMUNITY SERVICE PRESENTERS

Stipends Effective August 11 – September 10, 2018

Barreto, Rigoberto	Amount: \$ 70.00
Mack, Karen	Amount: \$ 65.77
Truong, Lee Lee	Amount: \$ 75.00

Stipends Effective September 11 – October 10, 2018

Barreto, Rigoberto	Amount: \$ 280.00
Boggio Wooldridge, Alexandria	Amount: \$ 140.00
Diebolt Price, Julie	Amount: \$ 113.22

Stipends Effective September 11 – October 10, 2018 cont'd

Gorman, Ron	Amount: \$ 585.69
Krivoshaya, Diana	Amount: \$ 147.89
Mack, Karen	Amount: \$ 263.09
Pagones, Kimberly	Amount: \$ 203.58
Perreault, Elizabeth	Amount: \$ 217.50
Raslan, Nayrouz	Amount: \$ 4,407.00
Rivera, Rodrigo	Amount: \$ 246.39
Truong, Lee Lee	Amount: \$ 300.00

Stipends Effective October 11 – November 10, 2018

Barreto, Rigoberto	Amount: \$ 140.00
Boggio Wooldridge, Alexandra	Amount: \$ 210.00
Dewberry, Dorianne	Amount: \$ 208.80
Diebolt Price, Julie	Amount: \$ 616.28
Fischermilitaru, Mariana	Amount: \$ 702.50
Goldman, Deborah	Amount: \$ 229.68
Gorman, Ron	Amount: \$ 146.42
Hardy, Karmillia	Amount: \$ 354.96
Jackson, Michelle	Amount: \$ 146.16
Krivoshaya, Diana	Amount: \$ 295.79
Mack, Karen	Amount: \$ 328.86
McLean, Stephen	Amount: \$ 440.00
Nolasco, Jeffrey	Amount: \$ 300.00

Stipends Effective October 11 – November 10, 2018 cont'd

Pagones, Kimberly	Amount: \$ 40.72
Perreault, Elizabeth	Amount: \$ 43.50
Raslan, Nayrouz	Amount: \$ 4,134.00
Rivera, Rodrigo	Amount: \$ 123.19
Samaniego, Adriel	Amount: \$ 120.00
Truong, Lee Lee	Amount: \$ 300.00
Williams, Ronald	Amount: \$ 588.47
Woodson, Carrie	Amount: \$ 200.00

Stipends Effective November 11 – December 10, 2018

Abdul, Quayum	Amount: \$ 88.36
Barreto, Rigoberto	Amount: \$ 420.00
Boggio Wooldridge, Alexandra	Amount: \$ 280.00
Burns, Brigitte	Amount: \$ 146.64
Dewberry, Dorianne	Amount: \$ 41.76
Dominguez, Paciano	Amount: \$ 517.00
Dumon, Dori	Amount: \$ 120.00
Figueroa, Miguel	Amount: \$ 802.76
Fischermilitaru, Mariana	Amount: \$ 603.75
Hardy, Kamillia	Amount: \$ 70.99
Mack, Karen	Amount: \$ 65.77
Nolasco, Jeffrey	Amount: \$ 240.00
Raslan, Nayrouz	Amount: \$ 3,588.00

Stipends Effective November 11 – December 10, 2018

Rivera, Rodrigo	Amount: \$ 246.38
Rivera, Rodrigo	Amount: \$ 389.16
Tran, Chi	Amount: \$ 377.13
Truong, Lee Lee	Amount: \$ 25.00
Watson, Katherine	Amount: \$ 88.00
Woodson, Carrie	Amount: \$ 25.00

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Gallardo, Jessica	Effective: 12/04/18-06/30/19
Harrell, Marcus I.	Effective: 01/07/19-06/30/19
Melendez, Diana	Effective: 12/11/18-06/30/19

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: January 14, 2019
Re:	PPL, Inc. Dialogue with Board of Trustees regarding Chancellor Search and Approval of Timeline, Chancellor Search Role Definitions, Candidate Profile, and Institutional Profile Documents	
Action:	Discussion and Approval	

BACKGROUND

The board of trustees selected PPL, Inc. to assist them with the 2018/2019 Chancellor search.

ANALYSIS

PPL, Inc. will be working with the board to finalize the minimum qualifications, preferred qualifications and characteristics of the new Chancellor. The completion of these tasks will enable the consultants to work with human resources and begin the recruitment process.

PPL, Inc. will discuss with the Board of Trustees their recommendations to finalize the documents and processes regarding the search for a new chancellor:

- Ensure the profiles encompass the boards characteristics and requirements of the next Chancellor
- Will determine how the community members will be selected to participate on

RECOMMENDATION

It is recommended that the Board of Trustees discuss the documents as presented, adjust as determined by the board, and approve the final documents.

Fiscal Impact: None	Board Date: January 14, 2019
Item Prepared by: Tracie Green Vice Chancellor, Human Resources	
Item Submitted by: Tracie Green Vice Chancellor, Human Resources	
Item Recommended by: Dr. Raul Rodriguez, Chancellor	



Timeline for Chancellor's Search 2018-2019

FALL 2018

October 29, 2018

Regular Meeting of the Board of Trustees; Presentation and discussion of recommendation by Ad Hoc Committee; select search firm and authorize Vice Chancellor – HR to finalize agreement

November – December 2018

PPL and Chancellor's Cabinet create first draft of position description for chancellor position, including min/desirable quals, and ideal characteristics; tentative chancellor search timeline for search is developed; draft institutional strengths and challenges are identified; work is begun on chancellor search website

December 12, 2018

Regular Meeting of the Board of Trustees; consultants meet with Board to discuss—initial review of position description for chancellor position, including min/desirable quals and ideal characteristics; chancellor search timeline; institutional strengths and opportunities/priorities; search and selection process

SPRING 2019

January XX, 2019

Screening Committee is oriented, including meeting with Board rep(s); Committee conducts initial meeting to review—position description for chancellor position, including min/desirable quals and ideal characteristics; chancellor search timeline; institutional strengths and challenges; search and selection process

January 14, 2019

Regular Meeting of the Board of Trustees; Board adopts—position description for chancellor position, including min/desirable quals and ideal characteristics; chancellor search timeline; institutional strengths and challenges; search and selection process

Week of January 14, 2019

Position Advertised – District receives applications

February XX & XX, 2019

Two Screening Committee meetings held; paper screen criteria and rating form are adopted; first level interview criteria, questions and rating form are adopted

March 8, 2019	Deadline for application materials for first review
March 11, 2019	Regular Meeting of Board of Trustees; Finalist Workshop I
March 11 – 13, 2019	H. R. prepares applications for review
March 14 – 21, 2019	Committee completes application screening
March 22, 2019	Committee meets to identify first level interviewees
March 25 – April 7, 2019	Consultants conduct candidate web media review
April 8, 2019	Regular Meeting of Board of Trustees; Finalist Workshop II
April 8 – 10, 2019*	Committee Interviews Candidates (first level interviews)
April 10, 2019*	Committee recommends candidates as finalists
April 11 – May 3, 2019**	Consultants conduct in-depth reference check on finalists
Week of May 6, 2019	Finalist Interview Week --campus forums, interview with Chancellor's Council, Campus Tours, and final Interviews with Board of Trustees; Consultants provide in-depth reference check report to Board of Trustees
May 13, 2019	Regular Meeting of the Board of Trustees; Board discusses candidates and potential contract particulars
May 14 – June 10, 2019	Board makes offer; consultants assist Board President and legal counsel with negotiation of contract with successful candidate, as needed
June 10, 2019	Regular Meeting of the Board of Trustees; appoint new Chancellor and approve contract
July 1 – 29, 2019	New Chancellor projected start date (will be negotiated)

**Spring Break days are April 11-12, 2019*

***Easter is April 21, 2019*



RSCCD BOARD WORKSHOP—12/10/18 CHANCELLOR SEARCH ROLE DEFINITIONS

GOVERNING BOARD

- **Approve Candidate Profile—Determine Qualifications, Characteristics**
- **Approve Institutional Profile—Identify Institutional Strengths, Opportunities/Priorities**
- **Approve Timeline of Search & Selection Processes; Periodically Evaluate Progress**
- **Clarify Process Expectations and Appropriate Roles—AR2431 & Other**
- **Communicate with Campus and Service Area Communities**
- **Pursue and Refer Prospective Applicants**
- **Maintain Appropriate Confidentiality**
- **Review/Evaluate Pool of Recommended Finalists**
- **Select/Interview Finalist Candidates; Consider Background Information**
- **Participate Consistently, Cooperatively, Actively, Honestly, Fairly**
- **Make Final Appointment**

SCREENING COMMITTEE

- **Be Committed to Success of the Process and the District**
- **Maintain Appropriate Confidentiality**
- **Participate Consistently, Cooperatively, Actively, Honestly, Fairly**
- **Devote Non-Meeting Time to Participate Effectively**
- **Review/Evaluate Pool of Applicants**
- **Select/Interview First-Level Candidates**
- **Recommend Unranked List of __ to __ Finalists**

HUMAN RESOURCES/PPL

- **Facilitate Advertising/Recruitment (HR/PPL)**
- **Provide Advice & Resources to HR, Screening Committee & Board (PPL)**
- **Facilitate a User-Friendly Application Process (HR)**
- **Support the Effective and Expedient Work of the Screening Committee (HR/PPL)**
- **Communicate with Candidates re First-Level and Finalist Interview Logistics (HR)**
- **Communicate with the Board re Progress of the Search & Selection Processes (HR/PPL)**
- **Support Selection with In-Depth and Objective Background Checking Process (PPL)**

Candidate Profile

(DRAFT for Board Discussion)

Representative Duties and Responsibilities:

The Chancellor of Rancho Santiago Community College District (“District”) is responsible for overseeing all functions, programs, services and operations of the District’s two Colleges, Santa Ana College and Santiago Canyon College (“Colleges”) in accordance with federal and state regulations and policies adopted by the District’s seven-member Board of Trustees (“Board”).

The Chancellor provides executive direction and leadership to the District’s academic and classified administrators and staff in all areas of administration, instruction, student services and other support services. The Chancellor has a primary leadership role for accreditation, ensuring that the District and Colleges meet or exceed eligibility requirements, accreditation standards, and commission policies at all times. The Chancellor assumes overall responsibility for the fiscal health and prudent operation of the District. The Chancellor ensures that the District and its Colleges continually improve to meet the diverse and changing needs of students and are actively engaged in outreach to community stakeholders.

The Chancellor fosters a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; leads by example; actively participates in and supports District- wide participatory governance components and activities and other collaborative processes; encourages professional excellence among the staff and promotes an organizational culture of customer service, innovation, and quality services.

Minimum Qualifications:

- A Master’s degree from an accredited institution.
- At least eight (8) years of recent educational administrative and/or management experience which includes responsibility for decision-making, supervision, and policy recommendations in any combination of finance, educational planning, student services, or human resources management.
- Demonstrated sensitivity in working with people of diverse racial, ethnic, disability, and socioeconomic backgrounds.
- Demonstrated record of community service

Desirable Qualifications:

- An earned doctorate from an accredited institution
- At least five (5) years of community college senior administrative experience with demonstrated success in a college environment dealing with a variety of issues from academic affairs, student affairs, financial management, faculty and staff relations, facilities development, and strategic planning, noncredit
- Experience in a multi-college district in a diverse community
- Faculty experience in higher education, most preferably in a public community college

Ideal Characteristics:

Personal

- Relentless commitment to student success.
- Untiring focus on issues of diversity, equity and inclusion as they relate to the success of students, employees, and the communities the District serves.
- Honest, ethical and leads with personal and institutional integrity.
- Instills a climate of trust and collegiality.
- Leadership style characterized by enthusiasm, confidence, vitality, motivation, and good-natured humor.
- Creates an environment that encourages and models mutual respect for all individuals.
- Respects institutional traditions and values yet seizes meaningful opportunities for growth.
- Speaks effectively, actively listens, and takes multiple perspectives into consideration.
- Solves problems creatively.
- Well-developed interpersonal skills, who will use them to be actively engaged in the needs of the two colleges and the communities the District serves.

Educational Leadership

- Demonstrates both an authentic approach to leadership and an ability achieve institutional accomplishments. Brings critical information to the dialogue and values the contribution of all individuals and constituent groups. Understands the philosophy and practices that are the foundations of AB 1725 (1988).
- Possesses and uses fiscal expertise, resource management experience, data-driven decision making and student-centered planning, particularly as they will be focused on guiding the District's transition to a student-centered funding formula of the California Community Colleges. Makes decisions in a fair and consistent manner and is able to communicate the reasons for such decisions in a manner that is compelling to various constituencies.
- Committed to data informed decisions, at times involving strategic risks, to address student achievement equity gaps between and within specific student populations. Fosters collaboration between the District and the colleges to ensure that significant progress is made to improve access, learning, progress, and completion for all student groups. Uses effective communication strategies to establish urgency about the benefits of changes that must be made to increase and improve student completion in all areas and programs.
- Has the courage to reallocate resources to address movement toward becoming a true student-centered institution.
- Communicates with and actively listens to *all* constituent groups to: foster a shared District-wide vision; cultivate relationships that lead to effective collaborations between segments of the District; and take directions that respect the distinctive history and current characteristics of both colleges.
- Demonstrates successful experience in developing long-range planning that frames the District-wide budget process, resource allocation, and education and facilities master planning.

- Demonstrates successful experience in developing long-range planning that frames the District-wide budget process, resource allocation, and education and facilities master planning.
- Possesses experience in leading and managing the resources of a complex organization such that a propensity for success in a multi-college district setting is easily seen.
- Exhibits knowledge of and commitment to national and statewide initiatives (College Promise, Strong Workforce Programs, Guided Pathways, Online Education Initiative, Adult Education, Zero Textbook Cost Degree Initiative) and how each supports the state's "Vision for Success" and the impacts they have on the Colleges ability to apply them to meet the needs of the district's student population.
- Committed to technology in education.

Board Leadership and Development

- Ability to establish a strong and trusting partnership with the BOT and create a culture of mutual respect and open communication.
- Will actively and regularly communicate with the Board as a whole and individually as necessary.
- Ability to assist the Board in understanding and strengthening its policy making responsibility, including its role in the Accreditation process.
- Provide leadership and expertise to assist the Board in annual goal-setting, professional development, and self-evaluation.

Educational Leadership in the Community

- As part of a team of District and College-level leaders, is successful in cultivating and maintaining external relationships. This includes addressing advocacy for and community support of the institution as well as external resource development through work of the Foundation, pursuit of grant funding and functional partnerships in the community.
- Cultivates and maintains ongoing partnerships with business, industry, government and agencies, community-based and local service organizations, and other educational institutions.
- Uses an effective relationship with regional, state-level, and national educational and policy leaders to advance the vision and goals of the District.
- Provide entrepreneurial leadership on behalf of RSCCD by inspiring community leaders and organizations to support and participate in District and College programs and services.

Institutional Profile

(DRAFT for Board Discussion)

Strengths:

- Diverse student population and employee demographics
- Inclusive environments for shared governance
- Designated as “Great College to Work For” four years in a row
- Positive and effective working relationship between the two colleges
- Reallocation of resources and reorganization has potential for improving outcomes for students
- Guided Pathways implementation will lead to improved student outcomes
- Innovative program offerings in Workforce Development
- Bond construction underway to improve physical learning environments for students, staff, and faculty

Opportunities/Priorities

- Effectively communicate to the community regarding the positive District progress on voter-approved local bond measure projects
- Expand dual enrollment programs to all secondary schools within service area
- Advocate for student and staff safety
- Assess the effectiveness of, and make changes as appropriate to, the resource allocation model for the two colleges and the District Office
- Address declining resources for Adult Education
- Increase distance education offerings
- Innovate and expand Public Safety instructional programs
- Supporting ADA Transition Plan, with identified funding for implementation of the plan
- Create measurable performance goals that support the California Community College Vision for Success and align with district/college educational master plans
- Creatively position the district and its two colleges to excel in the new funding formula metrics
- Focus on enhancing leadership relationships that acknowledge the excellent work of all employees and cultivate trust and accountability between the Chancellor and members of his/her Cabinet
- Address the on-going professional development of board members to enhance their involvement in leadership at the policy level when overseeing the district

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses)

BOARD MEMBERS (to be approved)

<u>COMMUNITY COLLEGE LEAGUE OF CALIFORNIA ADVISORY COMMITTEE ON LEGISLATION</u> Sacramento, California-March 8, 2019 Sacramento, California-April 12, 2019	1 Board Member (John Hanna)
<u>ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES COMMUNITY COLLEGE NATIONAL LEGISLATIVE SUMMIT</u> Washington, D.C. – February 8-14, 2019	2 Board Members (Phillip Yarbrough) (Zeke Hernandez)
<u>ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES COMMUNITY COLLEGE PUBLIC POLICY AND ADVOCACY COMMITTEE MEETING</u> Washington, D.C. – February 9, 2019	1 Board Member (Phillip Yarbrough)
<u>COMMUNITY COLLEGE LEAGUE OF CALIFORNIA CALIFORNIA DELEGATION BREAKFAST & BRIEFING</u> Washington, D.C. – February 12, 2019	1 Board Member (Phillip Yarbrough) (Zeke Hernandez)