RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

Board of Trustees (Regular meeting) Monday, May 13, 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.

AGENDA

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

<u>Action</u>

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 <u>prior</u> to the start of open session. <u>Completion of the information on the form is voluntary</u>. 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 <u>Brown Act</u>. 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 April 29, 2019

Action

- Special meeting of May 7, 2019
- Special meeting of May 8, 2019

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.

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1.7 Adoption of Resolution No. 19-09 in Honor of Classified School

Employee Week - May 19-25, 2019

The administration recommends adoption of Resolution No. 19-09.

Action

1.8 <u>Public Hearing</u> – Rancho Santiago Community College District Initial Bargaining Proposal to Continuing Education Faculty Association (CEFA)

2.0 <u>INFORMATIONAL ITEMS AND ORAL REPORTS</u>

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
 - Enrollment
 - Guided Pathways
 - 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 <u>Informational Presentation on the Budget</u>
- 2.8 Reports from Board Committee Chairpersons and Representatives of the Board
 - Orange County Community Colleges Legislative Task Force

3.0 <u>INSTRUCTION</u>

*3.1 Approval of Affiliation Agreement Renewal with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc.

The administration recommends approval of the affiliation agreement renewal with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc., located in Pomona, California as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

*4.1 <u>Approval of Payment of Bills</u> <u>Action</u>
The administration recommends payment of bills as submitted.

*4.2 <u>Approval of Budget Increases/Decreases and Budget Transfers</u>
The administration recommends approval of budget increases, decreases and transfers from April 17 to April 30, 2019.

^{*}Item is included on the Consent Calendar, Item 1.6.

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*4.3 Approval of Agreement with PBK Architects, Inc. for Architectural and Engineering Services for Barrier Removal for Nealley Library Restroom Remodel at Santa Ana College (SAC)

The administration recommends approval of the agreement with PBK Architects, Inc. for architectural and engineering services for barrier removal for the Nealley Library restroom remodel at SAC as presented.

*4.4 Approval of Amendment to Agreement with LSA Associates, Inc. for Traffic/Circulation Analysis for Campus Entrance Improvements at Santiago Canyon College (SCC)

<u>Action</u>

<u>Action</u>

The administration recommends approval of the amendment to the agreement with LSA Associates, Inc. for the traffic/circulation analysis for campus entrance improvements at SCC as presented.

*4.5 Approval of Change Order #1 for Active Directory Federation Services (ADFS) in Azure with Core BTS

Action

The administration recommends approval of change order #1 for ADFS in Azure with Core BTS.

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:

- Disabled Students Programs & Services (DSPS) (SAC) \$ 6,772 Augmentation
- Hunger Free Campus Support (SAC) *Augmentation* \$ 739
- Hunger Free Campus Support (SCC) \$73,253

*5.2 Approval of Sub-Agreement between RSCCD and Orange County Superintendent of Schools for Strong Workforce Program – Regional Funds Initiative (DO# 18-2225-36)

<u>Action</u>

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

*5.3 Approval of Sub-Agreement between RSCCD and Ventura County
Community College District to Award Industry Sector Projects in
Common (ISPIC) Funded by Key Talent Administration and Sector
Strategy Fiscal Agent Grant

<u>Action</u>

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

^{*}Item is included on the Consent Calendar, Item 1.6.

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*5.4 Approval of Sub-Agreement between RSCCD and Feather River
Community College District for K12 Strong Workforce Program Grant
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

*5.5 Approval of Second Amendment to Sub-Agreement between RSCCD and WestEd for Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant

Action

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

5.6 Adoption of Resolution No. 19-08 Requesting the State of California to Provide Proposition 51 Funding in Fiscal Year 2019-2020 for All Projects Proposed on the Board of Governors' 2019-2020 Capital Outlay Spending Plan <u>Action</u>

It is recommended that the board adopt Resolution No. 19-08 as presented.

5.7 Board Member Comments

Information

RECESS TO CLOSED SESSION

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

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

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

- 1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
- 2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources

Employee Organizations: Faculty Association of Rancho Santiago Community College District

(FARSCCD)

California School Employees Association (CSEA), Chapter 579

California School Employees Association, Chapter 888 Continuing Education Faculty Association (CEFA)

Unrepresented Management Employees

3. Conference with Labor Negotiator (pursuant to Government Code, section 54957.6)

Agency designated representative: Ruben Smith Unrepresented employee: Chancellor

^{*}Item is included on the Consent Calendar, Item 1.6.

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4. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

5. Public Employment: Chancellor (pursuant to Government Code Section 54957)

RECONVENE

<u>Issues discussed in Closed Session (Board Clerk)</u>

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 <u>prior</u> 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 <u>Brown Act</u>. 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 Employment Agreements
- Approval of Changes of Department
- Approval of Appointments
- Ratification of Resignations/Retirements
- Approval of Adjusted End Dates for Sabbatical Leave (Fall Only)
- Approval of 2018-2019 Contract Extension Days
- Approval of Beyond Contract/Overload Stipends
- Approval of Adjusted Beyond Contract/Overload Stipends
- Approval of Part-time/Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record

6.2 Classified Personnel

Action

- Approval of New Appointments
- Approval of Professional Growth Increments
- Approval of Changes in Salary Placement
- Ratification of Resignations/Retirements
- Approval of Leaves of Absence
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignment
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Student Assistant Lists

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7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on Tuesday, May 28, 2019.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD) 2323 North Broadway, #107

Santa Ana, CA 92706

Board of Trustees (Regular meeting)

Monday, April 29, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:37 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, and Ms. Elizabeth Weber.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Ella Mangali, Second Grader at Chapman Hills Elementary School in Orange, California, and daughter of Ms. Colleen Mangali, President, California School Employees Association (CSEA) Chapter 888.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Ms. Barrios and seconded by Ms. Weber to approve an addendum for Item 6.2 (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 Recognition of Students

The board recognized Ms. Jessica Padilla, student at Santa Ana College, and Mr. Edward Valenzuela, student at Santiago Canyon College, for their scholastic achievements, leadership, and service to the campus community and the Rancho Santiago Community College District.

1.5 Recognition of Community Members

The board recognized Mr. Rudy Diaz and Mr. Jose Rea, community members, for their community contributions and service to the Rancho Santiago Community College District.

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1.6 Public Comment

Ms. Catherine Candela, Ms. Colleen Mangali, and Mr. Matt Phutisatayakul spoke regarding equal compensation and benefits for members of CSEA Chapter 888.

Mr. Mark Smith asked if community forums would be conducted by the candidates for chancellor.

1.7 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Ms. Mendoza to approve the minutes of the meeting held April 16, 2019. 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.

1.8 Approval of Consent Calendar

It was moved by Mr. Labrado 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.

3.1 <u>Approval of Proposed Revisions for 2019-2020 Santa Ana College (SAC)</u> Catalog Addendum

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

3.2 <u>Confirmation of Santa Ana College Associate Degrees and Certificates for</u> Fall 2018

The board confirmed the list of recipients of SAC associate degrees and certificates for Fall 2018 as presented.

3.3 <u>Confirmation of Santiago Canyon College (SCC) Associate Degrees and</u> Certificates for Fall 2018

The board confirmed the list of recipients of SCC associate degrees and certificates for Fall 2018 as presented.

3.4 <u>Approval of Memorandum of Understanding (MOU) with Foothill-De Anza Community College District</u>

The board approved the MOU with Foothill-De Anza Community College District as presented.

3.5 Approval of Memorandum of Understanding between Rowland Water District and Rancho Santiago Community College District

The board approved the non-binding MOU with the Rowland Water District.

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1.8 Approval of Consent Calendar (cont.)

- 4.1 <u>Approval of Payment of Bills</u>
 The board approved payment of bills as submitted.
- 4.2 <u>Approval of Budget Increases/Decreases and Budget Transfers</u>
 The board approved budget increases, decreases and transfers from March 26, 2019, to April 16, 2019.
- 4.4 <u>Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended</u>
 <u>March 31, 2019</u>

The board approved the CCFS-311Q for the period ended March 31, 2019, as presented.

4.6 Approval of Lease Agreement between RSCCD and Congressman Jose Luis "Lou" Correa at District Office, 2323 N. Broadway, Suite 319, Santa Ana, California

The board approved the lease agreement between RSCCD and Congressman Correa as presented.

4.7 <u>Approval of Agreement with P2S Inc. for Door Access Control System at District Operations Center</u>

The board approved the agreement with P2S Inc. for the door access control system at the District Operations Center as presented.

- 4.8 Approval of Amendment to Agreement with Cumming Construction
 Management, Inc. for Planning and Project Management Services
 The board approved the amendment to the agreement with Cumming
 Construction Management, Inc. for planning and project management
 services as presented.
- 4.9 Approval of Amendment to Agreement with Morrissey Associates, Inc. for Architectural Services for Emergency Blue Phone and Americans with Disabilities Act (ADA) Path of Travel Upgrade Project at Various Sites The board approved the amendment to the agreement with Morrissey Associates, Inc. for architectural services for the emergency blue phone and ADA path of travel upgrade project at various sites as presented.
- 4.10 Approval of Amendment to Agreement with Twining, Inc. for Materials

 Testing and Special Inspection Services for Science Center at Santa Ana
 College

The board approved the amendment with Twining, Inc. for materials testing and special inspection services for the Science Center at SAC as presented.

4.11 <u>Approval of Change Order #1 for Patriot Contracting and Engineering, Inc.</u> for Bid #1337 for Building H Window Replacement at Santa Ana College
The board approved change order #1 for Patriot Contracting and Engineering, Inc. for Bid #1337 for Building H window replacement at SAC as presented.

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1.8 Approval of Consent Calendar (cont.)

4.12 Acceptance of Completion of Bid #1337 for Building H Window Replacement at Santa Ana College and Approval of Recording a Notice of Completion

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

- 4.13 <u>Approval of Agreement with LSA Associates, Inc. for Traffic/Circulation Analysis for Campus Entrance Improvements at Santiago Canyon College</u>
 The board approved the agreement with LSA Associates, Inc. for traffic/circulation analysis for campus entrance improvements at SCC as presented.
- 4.14 <u>Approval of Amendment to Contract with Class Leasing LLC</u>
 The board approved the amendment to the contract with Class Leasing LLC for the purchase and installation of Division of the State Architect (DSA) approved portable building, accessories and related installation supplies as presented.
- 4.15 Approval of California Multiple Award Schedule (CMAS), Contract
 #3-12-70-2247E to Carahsoft Technology Corporation
 The board approved the use of CMAS Contract #3-12-70-2247E awarded to
 Carahsoft Technology Corporation, including renewals, future addendums,
 supplements and extensions as presented.
- 4.16 Approval of Foundation for California Community Colleges (FCCC)
 Administrative Services Agreement #CB-278-19 to Utelogy Corporation
 The board approved the use of the FCCC Administrative Services Agreement
 #CB-278-19 and in association with the Los Angeles Community College
 District Master Agreement #40414 including renewals, supplements and
 extensions on an as needed basis awarded to Utelogy Corporation as presented.
- 4.17 Approval of Vendor Name Change

The board approved the name change request from SADA Systems to Core BTS, Inc. as presented.

4.18 Approval of Disposal of Surplus Vehicles

The board approved declaring two District-owned vehicles as surplus property and utilizing Ken Porter Auctions to conduct an auction as presented.

4.19 Approval of Purchase Orders

The board approved the purchase order listing for the period February 24, 2019, through March 23, 2019.

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1.8 Approval of Consent Calendar (cont.)

5.1 Approval of Resource Development Items

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

- Early Head Start Year 5 (District) Augmentation \$32,939
- Veteran Resource Center Ongoing Funding (SAC & SCC) \$77,998

5.2 <u>Approval of Sub-Agreement between RSCCD and Victor Valley Community</u> <u>College District to Award the 2018-2019 Deputy Sector Navigator Grant to</u> Host District in State of California

The board approved of the sub-agreement 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.

5.3 Approval of Sub-Agreements between RSCCD and Butte-Glenn, Cabrillo, Riverside, Santa Barbara, and State Center Community College Districts and Foundation for Grossmont-Cuyamaca Colleges for K12 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 related contractual agreements on behalf of the district.

Mr. Hanna asked that future agendas include an item for board members to be able to close the meeting in honor or memory of someone. He asked that the board meeting be adjourned in honor of Ms. Lori Gilbert-Kaye, of Poway, who died while shielding Rabbi Yisroel Goldstein from gunfire during a shooting at Chabad of Poway synagogue on April 27, 2019.

1.9 <u>Public Hearing</u> – Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District

There were no public comments.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

Dr. Linda Rose, President, Santa Ana College, provided a report to the board.

There was no representation from Santiago Canyon 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.

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2.3 Report from Student Trustee

Ms. Weber provided a report to the board.

2.4 Reports from Student Presidents

Ms. Brianna Ceja, Student President, Santa Ana College, provided a report to the board.

There was no representation from Santiago Canyon College.

2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

3.0 <u>INSTRUCTION</u>

Items 3.1 through 3.5 were approved as part of Item 1.8 (Consent Calendar).

3.6 Approval of Santa Ana College Vision for Success Local Goals, 2019-2022

It was moved by Mr. Labrado and seconded by Mr. Hernandez to approve SAC's Vision for Success local goals for 2019-2022. A presentation for Item 3.6 (SAC) and Item 3.7 (SCC) was made by Ms. Marilyn Flores, Dr. Jeffrey Lamb, Ms. Janice Love, Ms. Nga Pham, and Mr. Aaron Voelcker regarding the background, process, timeline, metrics, and goals. Discussion ensued. Board members received clarification on items related to the Vision for Success local goals for SAC and SCC by the presenters. 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.

3.7 Approval of Santiago Canyon College Vision for Success Local Goals, 2019-2022

It was moved by Mr. Labrado and seconded by Mr. Hernandez to approve SCC's Vision for Success local goals for 2019-2022. A presentation for Item 3.6 (SAC) and Item 3.7 (SCC) was made by Ms. Marilyn Flores, Dr. Jeffrey Lamb, Ms. Janice Love, Ms. Nga Pham, and Mr. Aaron Voelcker regarding the background, process, timeline, metrics, and goals. Discussion ensued. Board members received clarification on items related to the Vision for Success local goals for SAC and SCC by the presenters. 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.

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4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.4, and 4.6 through 4.19 were approved as part of Item 1.8 (Consent Calendar).

4.3 Adoption of Resolution No. 19-07 Regarding Expenditure Transfers to Permit Payment of Obligations

It was moved by Mr. Labrado and seconded by Mr. Hernandez to adopt Resolution No. 19-07 regarding expenditure transfers as presented. 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.

4.5 Quarterly Investment Report as of March 31, 2019

The quarterly investment report as of March 31, 2019, was presented as information.

5.0 **GENERAL**

Items 5.1, 5.2, and 5.3 were approved as part of Item 1.8 (Consent Calendar).

5.4 Approval of Privileges for Student Trustee

It was moved by Ms. Alvarez and seconded by Ms. Mendoza to approve the following privileges for the student trustee:

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

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.

5.5 Board Member Comments

Ms. Weber indicated she has benefitted from the child care services that CSEA Chapter 888 members have provided.

Ms. Weber expressed appreciation for staff that have worked on the Vision for Success local goals and Guided Pathways program.

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5.5 <u>Board Member Comments</u> (cont.)

Ms. Alvarez indicated she is looking forward to the upcoming commencements and end-of-year activities.

Mr. Hernandez congratulated SCC's Lady Hawks on advancing to the State playoffs and SAC track & field student Octavio Moreno who broke his own personal record to become the first SAC Orange Empire Conference Champion in the 400 meter hurdles since 2006.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:46 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. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (3 cases)
- 3. 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

California School Employees Association, Chapter 579 California School Employees Association, Chapter 888

Continuing Education Faculty Association Unrepresented Management Employees

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

Ms. Barrios and Ms. Weber left the meeting at this time.

RECONVENE

The board reconvened at 8:09 p.m.

Mr. Hanna did not return to the meeting although he was in the building.

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Closed Session Report

Mr. Hernandez reported during closed session the board discussed public employment, anticipated/potential litigation, public employee discipline/dismissal/release, and labor negotiations; and took no reportable action.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Appointments
- Approve Short-term Assignments
- Approve Changes in Title
- Ratify Resignations/Retirements
- Approve 2019-2020 Sabbatical Leaves
- Approve 2018-2019 Contract Extension Days
- Approve Beyond Contract/Overload Stipends
- Approve Part-time/Hourly New Hires/Rehires
- Approve Non-paid Intern Services

6.2 Classified Personnel

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

- Approve New Appointments
- Approve Out of Class Assignments
- Approve Changes in Position
- Approve Professional Growth Increments
- Approve Temporary to Hourly Ongoing Assignments
- Approve Additional Hours for Ongoing Assignment
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Student Assistant Lists

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

It was moved by Mr. Labrado and seconded by Ms. Mendoza to have the board receive and file the district's initial bargaining proposal to CEFA and schedule a public hearing for May 13, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.4 Adoption of Rancho Santiago Community College District's Initial Bargaining
Proposal to Faculty Association of Rancho Santiago Community College District
(FARSCCD)

It was moved by Mr. Labrado and seconded by Ms. Mendoza to adopt the district's initial bargaining proposal to FARSCCD. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on May 13, 2019.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 8:10 p.m. in honor of Ms. Lori Gilbert-Kaye, of Poway, who died while shielding Rabbi Yisroel Goldstein from gunfire during a shooting at Chabad of Poway synagogue on April 27, 2019.

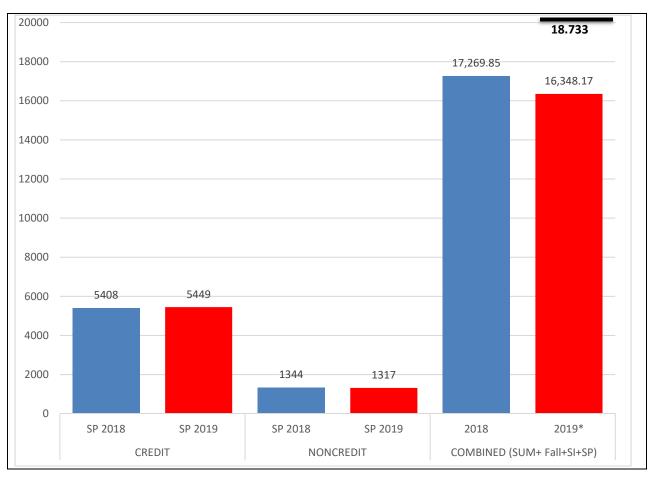
		Respectfully submitted,	
		Raúl Rodríguez, Ph.D. Chancellor	
Approved:Clerk of the	a Roard		
Clerk of th	e Doard		

Minutes approved: May 13, 2019



SAC 2018/2019 Spring Enrollment Report

Date: 04/25/19



FTES Target

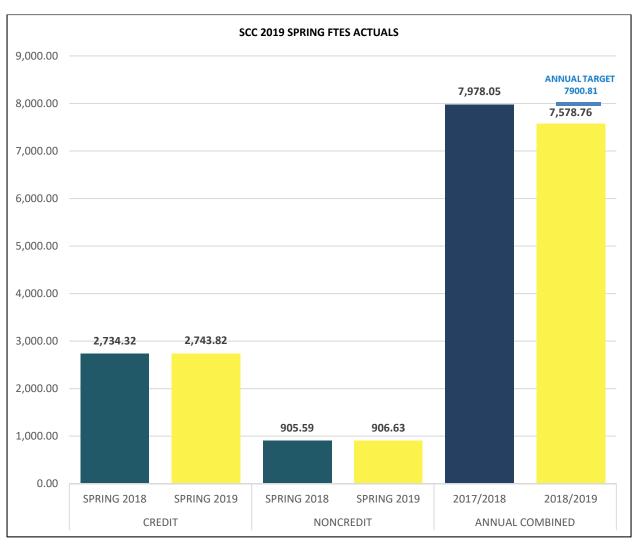
Terms	2018/2019	DIFF	PCT
Credit SP Target	6721.00		
Credit SP Projection	6721.00	0.00	0%
Noncredit SP Target	2221.00		
Noncredit SP Projection	2221.00	0.00	0%
Annual Target*	18773.00		
Annual Projection*	18773.00	0.00	0%

^{*} 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

4/25/19



FTES TARGETS

TIES TANGETS						
TERMS	2018/2019	DIFF	PCT			
Credit Spring Target	2795					
Credit Spring Projection	2810	15	1%			
Credit Spring Intersession Target	269.81					
Credit Spring Intersession Projection	297	27.19	10%			
Noncredit Spring Target	1152					
Noncredit Spring Projection	1112	-40	-3%			
Annual Target*	7900.81					
Annual Projection*	7925.81	25	0%			

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT 2323 North Broadway, #409 Santa Ana, CA 92706

Board of Trustees (Special meeting)

Tuesday, May 7, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 <u>Call to Order</u>

The meeting was called to order at 4:18 p.m. by Mr. Phil Yarbrough. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, and Mr. Phillip Yarbrough.

Ms. Tracie Green was the administrator present during the special meeting and served as the record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Yarbrough.

1.3 Public Comment

There were no public comments.

RECESS TO CLOSED SESSION

The board convened into closed session at 4:19 p.m. to consider the following item:

- 1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Chancellor Search

RECONVENE

The board reconvened at 8:30 p.m.

Closed Session Report

Mr. Yarbrough reported the board discussed the abovementioned item, and there was no action taken during closed session.

Public Comment

There were no public comments.

7.0 ADJOURNMENT

The next special meeting will be held on May 8, 2019, and the next regular meeting of the Board of Trustees will be held on May 13, 2019, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Mr. Yarbrough declared this meeting adjourned at 8:42 p.m.

		Respectfully submitted,	
		Raúl Rodríguez, Ph.D.	
		Chancellor	
Approved:	Clerk of the Board		
	Clerk of the Board		

Minutes approved: May 13, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT 2323 North Broadway, #409 Santa Ana, CA 92706

Board of Trustees (Special meeting)

Wednesday, May 8, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:17 p.m. by Mr. Phil Yarbrough. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, and Mr. Phillip Yarbrough.

Ms. Tracie Green was the administrator present during the special meeting and served as the record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Yarbrough.

1.3 Public Comment

There were no public comments.

RECESS TO CLOSED SESSION

The board convened into closed session at 4:20 p.m. to consider the following item:

- 1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Chancellor Search

RECONVENE

The board reconvened at 9:50 p.m.

Closed Session Report

Mr. Yarbrough reported the board discussed the abovementioned item, and there was no reportable action taken during closed session.

Public Comment

There were no public comments.

7.0 ADJOURNMENT

Minutes approved: May 13, 2019

The next regular meeting of the Board of Trustees will be held on May 13, 2019, at the District Office, 2323 N. Broadway, Santa Ana, California.

Page 2

There being no further business, Mr. Yarbrough declared this meeting adjourned at 9:50 p.m.

		Respectfully submitted,	
		Raúl Rodríguez, Ph.D. Chancellor	
Approved:			
	Clerk of the Board		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

In honor of Classified School Employee Week May 19-25, 2019

Resolution No. 19-09

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

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

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

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

THEREFORE, BE IT RESOLVED, that the Rancho Santiago Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Rancho Santiago Community College District and declares the week of May 19-25, 2019, as Classified School Employee Week in the Rancho Santiago Community College District.

211122 1110 10 1111111, 2017.
Avos
Ayes:
Noes:
Absent:
Abstain:
Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

DATED the 13th day of May, 2019.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

То:	Board of Trustees	Date: May 13, 2019
Re:	Approval of Affiliation Agreement Renewal Healthcare and Casa Colina Centers for Reha	-
Action:	Request for Approval	

BACKGROUND

The Occupational Therapy Assistant Program of Santa Ana College is required to offer all program students fieldwork opportunities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills they have learned in their college classes. The Occupational Therapy Assistant Program will place no students at the site prior to Board approval.

ANALYSIS

This affiliation agreement renewal with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc., covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This affiliation agreement renewal with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc., shall be effective for two (2) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this affiliation agreement renewal with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this affiliation agreement renewal with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc., located in Pomona, California as presented.

Fiscal Impact:	None	Board Date: May 13, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice Pr	esident, Academic Affairs
	Carolyn K. Breeden, Ed.D., Inte	rim Dean, Human Services & Technology
Submitted by:	Linda D. Rose, Ed.D., President	, Santa Ana College
Recommended by:	Raúl Rodríguez, Ph.D., Chancel	lor, RSCCD

AFFILIATION AGREEMENT

The Agreement is made and entered into this 14TH DAY OF MAY, 2019, between Rancho Santiago Community College District on the behalf of <u>Santa Ana College</u>, hereafter referred to as the "UNIVERSITY" and CASA Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc., hereafter referred to as the "FACILITY."

WHEREAS:

The UNIVERSITY has a curriculum in occupational therapy which awards a degree and is accredited by the ACOTE, the Accreditation Council for Occupational Therapy Education; and,

Clinical experience is required as an integral component of the occupational therapy curriculum and professional preparation; and,

The UNIVERSITY desires the cooperation of the FACILITY and its staff in the development and implementation of the clinical experience and professional preparation of occupational therapy students; and,

The FACILITY will benefit from having professional services delivered to patients of the FACILITY by qualified occupational therapist or occupational therapist assistant students of the UNIVERSITY; and,

The parties have found it to be in the public interest for the FACILITY to join the UNIVERSITY in satisfying the curriculum requirements and professional preparation of occupational therapist and occupational therapist assistant students.

Now, THEREFORE, the UNIVERSITY and the FACILITY agree to the following terms and conditions for the establishment and operation of a clinical education program.

1. THE PARTIES MUTUALLY AGREE:

- a. That this Agreement shall continue in force and effect from and after May 14th, 2019, and including May 14th, 2021. This Agreement may be renewed for a two (2) year period by mutual consent of both parties. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice, provided that (subject to the other terms of this Agreement) all students currently enrolled in the Program at the FACILITY at the time of notice of termination shall be given the opportunity to complete the Program at the FACILITY.
- b. To pursue the educational objectives for the clinical education experience, devise methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the objectives.
- c. The period of time for each student's clinical experience shall be mutually agreed upon prior to beginning the clinical education program.
- d. The number of students able to participate in the FACILITY's clinical education program will be mutually determined by agreement of the parties and may be altered by mutual agreement, with due consideration given to the clinical space available.

- e. That neither party shall receive any pay or remuneration for participation in this program.
- f. That the FACILITY may request UNIVERSITY to withdraw from the FACILITY's clinical experience training program any student who the FACILITY determines is not performing satisfactorily, or who refuses to follow the FACILITY's administrative and patient care policies, procedures, rules and regulations. Such request shall be in writing and must include a statement of the reason or reasons why the FACILITY desires to have the student withdrawn. UNIVERSITY may withdraw a student from the clinical program any time, upon written notice to the FACILITY.
- g. To not illegally discriminate in the assignment of student occupational therapists on the basis of race, color, disability, sex, religion, national origin, sexual orientation, ancestry, or any other basis prohibited by law.
- h. That the students are fulfilling specific requirements for field experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them, the students are not to be considered employees or agents of either the UNIVERSITY or the FACILITY for any purpose, including Workers' Compensation or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- i. That notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To FACILITY:

Casa Colina Hospital and Centers for Healthcare Casa Colina Centers for Rehabilitation, Inc 255 East Bonita Avenue Pomona, CA 91767 Attention: President/CEO

To UNIVERSITY:

Santa Ana College Occupational Therapy Asst. Program 1530 West 17th Street. Santa Ana, CA 92706 Attn: Academic Fieldwork Coordinator

- j. To acknowledge that 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.
- k. That neither shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the UNIVERSITY and the FACILITY.
- I. That any failure by either party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

- m. That if any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- n. That this Agreement shall be governed by the laws of the state of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such action shall be Los Angeles, California.

2. THE FACILITY AGREES:

- a. To designate a Center Coordinator of Clinical Education who will be responsible for the planning and implementation of the clinical education experience. The aforementioned individual shall meet the criteria established by that state's legislative and regulatory agency for the supervision of students in the clinical education setting.
- b. To provide the Center Coordinator of Clinical Education or Clinical Instructor with reasonable time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conferences.
- c. To indemnify, hold harmless, and at the UNIVERSITY's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FACILITY, its agents, or employees.
- d. To structure the clinical experience as needed to meet the objectives of the clinical education experience and professional preparation of occupational therapy students. The FACILITY will attempt to meet the objectives set forth by the UNIVERSITY within the constraints of the FACILITY's physical environment, patient load, and experience available.
- e. To advise the UNIVERSITY of any changes in its personnel, operation, or policies which may affect the clinical education experience.
- f. To provide the assigned students, whenever possible with the use of library resources, reference materials, equipment, and all other items necessary to operate the program at the FACILITY.
- g. To provide all participating students with a copy of the FACILITY's rules, regulations, policies, and procedures with which the students are expected to comply.
- h. To provide for emergency health care of the student in case of accident at the expense of the student.
- i. To permit, upon reasonable request, UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the occupational therapy training program to inspect the clinical facilities, services available for clinical experience, student records, and other materials pertaining to the clinical training program.
- j. To evaluate the performance of the student on a regular basis using the evaluation form provided by the UNIVERSITY or one that is regularly used by the FACILITY. The FACILITY shall notify the UNIVERSITY, by at least midterm, of any serious deficit noted

in that assigned student's ability to accomplish the objectives set forth for that clinical experience. (It will then be the mutual responsibility of the assigned student, Academic Coordinator of the Clinical Education and Center Coordinator of Clinical Education to devise a plan by which the student may be assisted to achieve the stated objectives).

- k. To forward a copy of the student's final written evaluation, upon completion of the clinical education experience, to be received by the UNIVERSITY within five (5) working days.
- I. To comply with all federal, state and local statutes and regulations applicable to the operation of the program, including, without limitation, laws relating to the confidentiality of student records.
- m. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FACILITY or involving employees or agents of the FACILITY; to take prompt and effective remedial action when discrimination or harassment is found to have occurred; and to promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- n. To provide, upon request by any participating student, with such reasonable accommodations at the FACILITY as required by law in order to allow qualified disabled students to participate in the program.
- o, To maintain in full force and effect, at its sole expense Commercial General Liability (including professional and general liability, personal bodily injury, and advertising injury), with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

3. THE UNIVERSITY AGREES:

- a. To assume responsibility for the professional preparation of the student and compliance of the curriculum with the education standards set forth by the American Occupational Therapy Association.
- b. To establish and maintain ongoing communication with the Center Coordinator of Clinical Education of the FACILITY on items pertinent to occupational therapy education and the clinical education of students enrolled In the UNIVERSITY. (Such communication might include, but is not limited to, a description of the experience, student biographical information, policies, faculty qualification, etc.) On-site visits will be arranged when feasible or upon request by the FACILITY.
- c. To refer to the FACILITY only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- d. To inform the student of the FACILITY's requirements for acceptance when applicable.
- e. To have each participating student provide the FACILITY written certification concerning the student's health and any immunization against communicable diseases requested by the FACILITY. Such requests shall be transmitted to the UNIVERSITY on Clinical Education Center Information forms.

- f. To maintain professional and general liability coverage with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, for any participating student.
- g. To supply the Center Coordinator of Clinical Education with an appropriate evaluation instrument for each student's clinical education experience or to accept the instrument regularly used by the FACILITY.
- h. To have each participating student provide, prior to commencement of the clinical experience, such confidential information as may be required by the FACILITY as deemed necessary for the training and guidance of the students, together with the student's authorization for release of such information, as required by law.
- i. To indemnify, hold harmless, and defend the FACILITY, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FACILITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, or employees.
- j. That participating students are not employees of the FACILITY and they will not receive compensation from said FACILITY.
- k. To inform participating students that they must abide by existing rules and regulations of the FACILITY.
- I. To inform participating students that they must be cleared, if required by the FACILITY, from an absence caused by injury or illness, by a physician.
- m. That the student will provide evidence of health insurance coverage, current TB test and livescan test results (if required), CPR/AED, and first aide (if required) at the beginning of the clinical experience.
- n. To provide the FACILITY, upon request, with any documentation of student's competency, including but not limited to, evidence that student's knowledge and experience and competencies are appropriate for his/her assigned responsibilities as required by the FACILITY.
- o. That student will participate in any training and/or competency assessment process the FACILITY deems appropriate for staff assigned as required by FACILITY policies, procedures, and/or licensure.
- p. HIPAA Compliance. The UNIVERSITY agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part142 (collectively, the "Regulations"). The UNIVERSITY shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. The UNIVERSITY will implement appropriate safeguards to prevent

the use or disclosure of Protected Health Information other than as contemplated by this Agreement. The UNIVERSITY will promptly report to Casa Colina any use or disclosures, of which the FACILITY becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that the UNIVERSITY contracts with any agents to whom the UNIVERSITY provides Protected Health Information, the UNIVERSITY shall include provisions in such agreements pursuant to which the UNIVERSITY and such agents agree to the same restrictions and conditions that apply to the FACILITY with respect to Protected Health Information. The UNIVERSITY will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by the UNIVERSITY or FACILITY by virtue of this Section 3.p. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition to, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of the Agreement, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.

FACILITY:	UNIVERSITY:
CASA COLINA HOSPITAL AND CENTERS FOR HEALTHCARE AND CASA COLINA CENTERS FOR REHABILITATION, INC.	Rancho Santiago Community College District on behalf of SANTA ANA COLLEGE
By: Felice Loverso, Ph.D. President and CEO	By: Peter J. Hardash Vice Chancellor Business Operations/Fiscal Services RSCCD
Dated:	Dated:

Board Meeting of 05/13/19 Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

AP0020 Page: 1

			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
67030	General Fund Unrestricted	0.00	10.00	-10.00	92*0514481	92*0514481
67129	General Fund Unrestricted	0.00	91.79	-91.79	92*0516203	92*0516203
67264	General Fund Unrestricted	0.00	34.30	-34.30	92*0518217	92*0518217
67272	General Fund Unrestricted	0.00	52.39	-52.39	92*0518386	92*0518386
67289	General Fund Unrestricted	0.00	4,198.38	-4,198.38	92*0518644	92*0518644
67305	General Fund Unrestricted	37,052.39	0.00	37,052.39	92*0518829	92*0518852
67306	General Fund Unrestricted	30,221.34	0.00	30,221.34	92*0518855	92*0518882
67307	General Fund Unrestricted	1,438.90	0.00	1,438.90	92*0518883	92*0518888
67310	General Fund Unrestricted	23,894.62	0.00	23,894.62	92*0518907	92*0518944
67313	General Fund Unrestricted	23,940.36	0.00	23,940.36	92*0518970	92*0519002
67316	General Fund Unrestricted	700.00	0.00	700.00	92*0519014	92*0519014
67318	General Fund Unrestricted	6,027.64	0.00	6,027.64	92*0519021	92*0519044
67322	General Fund Unrestricted	133,821.27	0.00	133,821.27	92*0519052	92*0519077
67324	General Fund Unrestricted	42,645.62	0.00	42,645.62	92*0519084	92*0519131
67325	General Fund Unrestricted	5,369.37	0.00	5,369.37	92*0519134	92*0519136
67330	General Fund Unrestricted	19,112.04	0.00	19,112.04	92*0519172	92*0519184
67331	General Fund Unrestricted	60,435.07	0.00	60,435.07	92*0519190	92*0519213
67337	General Fund Unrestricted	25,221.70	0.00	25,221.70	92*0519242	92*0519263
67338	General Fund Unrestricted	2,131.32	0.00	2,131.32	92*0519273	92*0519278
Total Fund 11	General Fund Unrestricted		\$4,386.86	\$407,624.78		

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Board Meeting of 05/13/19 Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

AP0020 Page: 2

			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
67261	General Fund Restricted	0.00	15.73	-15.73	92*0518149	92*0518149
67272	General Fund Restricted	0.00	340.00	-340.00	92*0518391	92*0518391
67292	General Fund Restricted	0.00	35,640.00	-35,640.00	92*0518700	92*0518700
67305	General Fund Restricted	11,888.24	0.00	11,888.24	92*0518830	92*0518853
67306	General Fund Restricted	8,137.71	0.00	8,137.71	92*0518854	92*0518876
67307	General Fund Restricted	1,211.05	0.00	1,211.05	92*0518884	92*0518896
67308	General Fund Restricted	1,561.12	0.00	1,561.12	92*0518897	92*0518897
67310	General Fund Restricted	61,497.59	0.00	61,497.59	92*0518909	92*0518943
67311	General Fund Restricted	373,351.05	0.00	373,351.05	92*0518945	92*0518967
67313	General Fund Restricted	236,182.94	0.00	236,182.94	92*0518972	92*0519010
67318	General Fund Restricted	9,431.98	0.00	9,431.98	92*0519016	92*0519046
67322	General Fund Restricted	64,893.40	0.00	64,893.40	92*0519051	92*0519080
67324	General Fund Restricted	57,437.38	0.00	57,437.38	92*0519083	92*0519133
67325	General Fund Restricted	39,370.26	0.00	39,370.26	92*0519135	92*0519152
67326	General Fund Restricted	340.00	0.00	340.00	92*0519153	92*0519153
67330	General Fund Unrestricted	1,081.45	0.00	1,081.45	92*0519179	92*0519183
67331	General Fund Restricted	20,352.79	0.00	20,352.79	92*0519187	92*0519214
67337	General Fund Restricted	16,626.94	0.00	16,626.94	92*0519239	92*0519255
67338	General Fund Restricted	51,121.02	0.00	51,121.02	92*0519264	92*0519284
Total Fund 12	2 General Fund Restricted	 \$954,484.92	\$35,995.73	\$918,489.19		

Board Meeting of 05/13/19 Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

AP0020 Page: 3

Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67234	GF Unrestricted One-Time Func	0.00	850.00	-850.00	92*0517594	92*0517594
67306	GF Unrestricted One-Time Func	139.32	0.00	139.32	92*0518868	92*0518868
67310	GF Unrestricted One-Time Func	1,293.00	0.00	1,293.00	92*0518914	92*0518914
67311	GF Unrestricted One-Time Func	2,827.31	0.00	2,827.31	92*0518948	92*0518966
67313	GF Unrestricted One-Time Func	274,353.41	0.00	274,353.41	92*0518993	92*0519008
67318	GF Unrestricted One-Time Func	62,876.44	0.00	62,876.44	92*0519043	92*0519043
67322	GF Unrestricted One-Time Func	2,389.75	0.00	2,389.75	92*0519064	92*0519071
67324	GF Unrestricted One-Time Func	6,034.84	0.00	6,034.84	92*0519107	92*0519129
67330	GF Unrestricted One-Time Func	52,149.09	0.00	52,149.09	92*0519178	92*0519186
67331	General Fund Unrestricted	14,118.90	0.00	14,118.90	92*0519189	92*0519194
67338	GF Unrestricted One-Time Func	8,504.05	0.00	8,504.05	92*0519269	92*0519275
Total Fund 13 GF Unrestricted One-Time		\$424,686.11	\$850.00	\$423,836.11		

Board Meeting of 05/13/19 Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

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			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
67304	Child Development Fund	19,446.10	9,723.05	9,723.05	92*0518825	92*0518828
67309	Child Development Fund	4,077.58	0.00	4,077.58	92*0518898	92*0518906
67321	Child Development Fund	420.60	0.00	420.60	92*0519049	92*0519050
67327	Child Development Fund	6,028.02	0.00	6,028.02	92*0519154	92*0519168
67332	Child Development Fund	15,421.52	0.00	15,421.52	92*0519215	92*0519224
Total Fund 33 Child Development Fund		\$45,393.82	\$9,723.05	\$35,670.77		

Board Meeting of 05/13/19 Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

AP0020 Page: 5

5	E 170		Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
67295	Capital Outlay Projects Fund	0.00	25,570.00	-25,570.00	92*0518728	92*0518728
67312	Capital Outlay Projects Fund	1,321.52	0.00	1,321.52	92*0518968	92*0518969
67320	Capital Outlay Projects Fund	25,570.00	0.00	25,570.00	92*0519048	92*0519048
67328	Capital Outlay Projects Fund	4,044.27	0.00	4,044.27	92*0519169	92*0519170
67333	Capital Outlay Projects Fund	58,415.74	0.00	58,415.74	92*0519225	92*0519233
- Total Fund 41 Capital Outlay Projects Fun		\$89,351.53	\$25,570.00	\$63,781.53		
	=					

Board Meeting of 05/13/19 Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

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Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67314	Bond Fund, Measure Q	1,165,129.25	0.00	1,165,129.25	92*0519011	92*0519012
67317	Bond Fund, Measure Q	16,064.00	0.00	16,064.00	92*0519015	92*0519015
67319	Bond Fund, Measure Q	57,570.00	0.00	57,570.00	92*0519047	92*0519047
67334	Bond Fund, Measure Q	46,732.13	0.00	46,732.13	92*0519234	92*0519235
Total Fund 43 Bond Fund, Measure Q		\$1,285,495.38	\$0.00	\$1,285,495.38		

Board Meeting of 05/13/19 Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

AP0020 Page: 7

			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
67315	Property and Liability Fund	40,000.00	0.00	40,000.00	92*0519013	92*0519013
67329	Property and Liability Fund	5,822.10	0.00	5,822.10	92*0519171	92*0519171
67335	Property and Liability Fund	13,889.40	0.00	13,889.40	92*0519236	92*0519237
Total Fund 6	1 Property and Liability Fund	\$59,711.50	\$0.00	\$59,711.50		

Board Meeting of 05/13/19

AP0020 Page: 8

Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67336	Workers' Compensation Fund	46.33	0.00	46.33	92*0519238	92*0519238
Total Fund 62	2 Workers' Compensation Fu	\$46.33	\$0.00	\$46.33		

Board Meeting of 05/13/19 Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

AP0020

Page: 9

67323	Student Financial Aid Fund	6,596.00	0.00	6,596.00	92*0519081	92*0519082
Total Fund	I 74 Student Financial Aid Fund	\$6.596.00	\$0.00	\$6.596.00		

Board Meeting of 05/13/19 Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

AP0020 Page: 10

SUMMARY

Gran	d Total:	\$3,201,251.59
Total Fund 74 Student Financial Aid Fund		6,596.00
Total Fund 62 Workers' Compensation Fun	d	46.33
Total Fund 61 Property and Liability Fund		59,711.50
Total Fund 43 Bond Fund, Measure Q		1,285,495.38
Total Fund 41 Capital Outlay Projects Fund	l	63,781.53
Total Fund 33 Child Development Fund		35,670.77
Total Fund 13 GF Unrestricted One-Time F	und	423,836.11
Total Fund 12 General Fund Restricted		918,489.19
Total Fund 11 General Fund Unrestricted		407,624.78

Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Board Meeting of 05/13/19

Check Registers Submitted for Approval Page: 1

AP0025

Checks Written for Period 04/17/19 Thru 04/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A1904320	SAC Diversified Agency Fund	3,600.85	0.00	3,600.85	1A*0001689	1A*0001692
1A1904427	SAC Diversified Agency Fund	18,909.43	0.00	18,909.43	1A*0001693	1A*0001713
Total 1A SAC	Diversified Agency Fund	\$22,510.28	\$0.00	\$22,510.28		

Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Board Meeting of 05/13/19

Check Registers Submitted for Approval

AP0025 Page: 2

Checks Written for Period 04/17/19 Thru 04/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1B1904320	SAC Bookstore Fund	37,057.91	0.00	37,057.91	1B*0001726	1B*0001744
1B1904530	SAC Bookstore Fund	26,776.59	0.00	26,776.59	1B*0001745	1B*0001768
Total 1B SAC	Bookstore Fund	\$63,834.50	\$0.00	\$63,834.50		

Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Board Meeting of 05/13/19

or Approval Page: 3

AP0025

Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1C1904427	SAC Community Education Fund	12,060.00	0.00	12,060.00	1C*0001130	1C*0001132
Total 1C SAC Community Education Fund		\$12,060.00	\$0.00	\$12,060.00		

Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Board Meeting of 05/13/19

Check Registers Submitted for Approval

AP0025

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Checks Written for Period 04/17/19 Thru 04/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check#	End Check #
1R1904530	SAC Representation Fee Fund	3,286.72	0.00	3,286.72	1R*0001022	1R*0001022
Total 1R SAC	Representation Fee Fund	\$3,286.72	\$0.00	\$3,286.72		

Board Meeting of 05/13/19

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AP0025

Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check#	End Check #
1S1904320	SAC Associated Students Fund	5,188.69	0.00	5,188.69	1S*0001335	1S*0001348
1S1904427	SAC Associated Students Fund	4,433.16	0.00	4,433.16	1S*0001349	1S*0001357
Total 1S SAC	Associated Students Fund	\$9,621.85	\$0.00	\$9,621.85		

Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Board Meeting of 05/13/19

Check Registers Submitted for Approval Page: 6

AP0025

Checks Written for Period 04/17/19 Thru 04/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #	
1T1904320	SAC Diversified Trust Fund	500.00	0.00	500.00	1T*0001437	1T*0001437	
1T1904427	SAC Diversified Trust Fund	14,358.44	0.00	14,358.44	1T*0001438	1T*0001448	
Total 1T SAC	Diversified Trust Fund	\$14,858.44	\$0.00	\$14,858.44			

Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Board Meeting of 05/13/19

Check Registers Submitted for Approval Page: 7

AP0025

Checks Written for Period 04/17/19 Thru 04/30/19

SUMMARY

22,510.28
63,834.50
12,060.00
3,286.72
9,621.85
14,858.44
\$126,171.79

Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Board Meeting of 05/13/19

Check Registers Submitted for Approval

AP0025 Page: 1

Checks Written for Period 04/17/19 Thru 04/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A1904427	SCC Diversified Agency Fund	13,234.67	0.00	13,234.67	2A*0001339	2A*0001365
2A1904530	SCC Diversified Agency Fund	7,125.68	0.00	7,125.68	2A*0001366	2A*0001375
Total 2A SCC	Diversified Agency Fund	\$20,360.35	\$0.00	\$20,360.35		

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Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Board Meeting of 05/13/19

Check Registers Submitted for Approval Page: 2

AP0025

Checks Written for Period 04/17/19 Thru 04/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B1904427	SCC Bookstore Fund	52,016.20	21,372.55	30,643.65	2B*0001557	2B*0001606
2B1904530	SCC Bookstore Fund	301.86	0.00	301.86	2B*0001607	2B*0001607
Total 2B SCC	Bookstore Fund	\$52,318.06	\$21,372.55	\$30,945.51		

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Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Board Meeting of 05/13/19

Check Registers Submitted for Approval Page: 3

AP0025

Checks Written for Period 04/17/19 Thru 04/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2C1904427	SCC Community Education Fund	10,516.26	0.00	10,516.26	2C*0001110	2C*0001111
Total 2C SCC Community Education Fund		\$10,516.26	\$0.00	\$10,516.26		

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Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Board Meeting of 05/13/19

Check Registers Submitted for Approval

Checks Written for Period 04/17/19 Thru 04/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S1904320	SCC Associated Students Fund	163.00	0.00	163.00	2S*0001238	2S*0001238
2S1904427	SCC Associated Students Fund	12,161.92	0.00	12,161.92	2S*0001239	2S*0001259
2S1904530	SCC Associated Students Fund	522.00	0.00	522.00	2S*0001260	2S*0001260
Total 2S SCC Associated Students Fund		\$12,846.92	\$0.00	\$12,846.92		

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 LoginID: CE28973

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Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Board Meeting of 05/13/19

Check Registers Submitted for Approval

AP0025 Page: 5

Checks Written for Period 04/17/19 Thru 04/30/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T1904427	SCC Diversified Trust Fund	7,484.11	0.00	7,484.11	2T*0001216	2T*0001224
Total 2T SCC Diversified Trust Fund		\$7,484.11	\$0.00	\$7,484.11		

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Board Meeting of 05/13/19

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Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Check Registers Submitted for Approval Checks Written for Period 04/17/19 Thru 04/30/19

SUMMARY

Grand Total:	\$82,153.15
Total Fund 2T SCC Diversified Trust Fund	7,484.11
Total Fund 2S SCC Associated Students Fun	12,846.92
Total Fund 2C SCC Community Education Fu	10,516.26
Total Fund 2B SCC Bookstore Fund	30,945.51
Total Fund 2A SCC Diversified Agency Fund	20,360.35

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT **BUDGET BOARD REPORT** From 04/17/2019 To 04/30/2019

Board Meeting on 05/13/2019

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 TRAN	SFERS	From	To
Fund 11: Gener	al Fund Unrestricted		
4000	SUPPLIES & MATERIALS		40,148
5000	OTHER OPERATING EXP & SERVICES		3,252
6000	CAPITAL OUTLAY	43,400	
Total Transfer F	Fund 11	\$43,400	\$43,400
Fund 12: Gener	al Fund Restricted		
1000	ACADEMIC SALARIES		20,770
2000	CLASSIFIED SALARIES	52,700	
3000	EMPLOYEE BENEFITS	3,599	
4000	SUPPLIES & MATERIALS	5,976	
5000	OTHER OPERATING EXP & SERVICES		78,680
6000	CAPITAL OUTLAY	20,140	
7000	OTHER OUTGO	17,035	
Total Transfer F	Fund 12	\$99,450	\$99,450
Fund 13: GF Ur	restricted One-Time Funds		
4000	SUPPLIES & MATERIALS		2,571
5000	OTHER OPERATING EXP & SERVICES	571	
6000	CAPITAL OUTLAY	2,000	
Total Transfer F	und 13	\$2,571	\$2,571
Fund 76: Comn	nunity Education Fund		
1000	ACADEMIC SALARIES	7,000	
2000	CLASSIFIED SALARIES		7,000
3000	EMPLOYEE BENEFITS	215	
5000	OTHER OPERATING EXP & SERVICES		215
Total Transfer F	Fund 76	\$7,215	\$7,215
BUDGET INCRI	EASES AND DECREASES	Revenue	Appropriation
Fund 12: Gener	al Fund Restricted		
8100	FEDERAL REVENUES	19,500	
8600	STATE REVENUES	(672,778)	
1000	ACADEMIC SALARIES		(13,528)
2000	CLASSIFIED SALARIES		19,500
3000	EMPLOYEE BENEFITS		(37,394)
4000	SUPPLIES & MATERIALS		(13,752
5000	OTHER OPERATING EXP & SERVICES		(520,392)
6000	CAPITAL OUTLAY		(87,712
Total Transfer F	und 12	\$(653,278)	\$(653,278)
Fund 13: GF Ur	nrestricted One-Time Funds		
8800	LOCAL REVENUES	20,864	
6000	CAPITAL OUTLAY	<u> </u>	20,864
Total Transfer F	Fund 13	\$20,864	\$20,864
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4.2 (1) Page: 1 of 1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BUDGET BOARD REPORT

From 04/17/2019 To 04/30/2019 Board Meeting on 05/13/2019

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		Revenue	Appropriation
Fund 31: Book	store Fund		
8800	LOCAL REVENUES	(200,000)	
2000	CLASSIFIED SALARIES		22,799
3000	EMPLOYEE BENEFITS		6,212
4000	SUPPLIES & MATERIALS		(139,258)
5000	OTHER OPERATING EXP & SERVICES		(19,176)
7000	OTHER OUTGO		(33,323)
7900	RESERVE FOR CONTINGENCIES		(37,254)
Total Transfer	Fund 31	\$(200,000)	\$(200,000)
Fund 74: Stude	ent Financial Aid Fund		
8100	FEDERAL REVENUES	(19,500)	
7000	OTHER OUTGO		(19,500)
Total Transfer	Fund 74	\$(19,500)	\$(19,500)

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.

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BUDGET BOARD REPORT- ATTACHMENT

From 04/17/2019 To 04/30/2019 Board Meeting on 05/13/2019

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 TRANS	SFERS	From	То
Fund 11: Genera	ll Fund Unrestricted		
B025664	04/18/19		
4000	SUPPLIES & MATERIALS		40,000
6000	CAPITAL OUTLAY	40,000	
Total Reference	ce B025664	\$40,000	\$40,000
Reason:	Adjustment		
Description:	Additional funding for districtwide phone replacement		
Fund 12: Genera	al Fund Restricted		
B025648	04/17/19		
2000	CLASSIFIED SALARIES	22,502	
4000	SUPPLIES & MATERIALS	15,000	
5000	OTHER OPERATING EXP & SERVICES		47,502
6000	CAPITAL OUTLAY	10,000	
Total Reference	ce B025648	\$47,502	\$47,502
Reason:	Special Project Adjustment		
Description:	Fund CAEP Consortium-wide Marketing Campaign		
BUDGET INCRE	ASES AND DECREASES	Revenue	Appropriation
Fund 12: Genera	al Fund Restricted		
B025645	04/17/19		
8600	STATE REVENUES	(112,996)	
4000	SUPPLIES & MATERIALS	(,===,	(27,532)
6000	CAPITAL OUTLAY		(85,464)
Total Reference	ce B025645	\$(112,996)	\$(112,996)
Reason:	Special Project Adjustment	,	,
Description:	SWP reallocation for SP2226 to different projects		
B025646	04/17/19		
8600	STATE REVENUES	(30,338)	
1000	ACADEMIC SALARIES	(, ,	(25,000)
3000	EMPLOYEE BENEFITS		(5,338)
Total Reference	ce B025646	\$(30,338)	\$(30,338)
Reason:	Special Project Adjustment		
Description:	SWP reallocation for SP 2226 to different projects		
B025649	04/17/19		
8600	STATE REVENUES	(524,361)	
1000	ACADEMIC SALARIES	, ,	(8,000)
5000	OTHER OPERATING EXP & SERVICES		(516,113)
6000	CAPITAL OUTLAY		(248)
Total Reference	ce B025649	\$(524,361)	\$(524,361)
Reason:	Special Project Adjustment		
Description:	SWP Round 2 reallocation of new projects in SP2226		

4.2 (3)

Printed: 5/1/2019 8:13:08AM

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

From 04/17/2019 To 04/30/2019 Board Meeting on 05/13/2019

BUDGET INCRE	ASES AND DECREASES	Revenue	Appropriation
B025651	04/17/19		
8600	STATE REVENUES	(33,753)	
1000	ACADEMIC SALARIES		(9,423)
3000	EMPLOYEE BENEFITS		(24,330)
Total Reference	ce B025651	\$(33,753)	\$(33,753)
Reason:	Special Project Adjustment		
Description:	Moving funds to reallocate to new SWP projects		
B025680	04/23/19		
8600	STATE REVENUES	90,000	
1000	ACADEMIC SALARIES		53,986
3000	EMPLOYEE BENEFITS		12,773
4000	SUPPLIES & MATERIALS		13,780
5000	OTHER OPERATING EXP & SERVICES		3,461
6000	CAPITAL OUTLAY		6,000
Total Reference	ce B025680	\$90,000	\$90,000
Reason:	New Budget		
Description:	Certified Nursing Assistant Expansion CNA OEC		
Fund 31: Bookst	ore Fund		
B025709	04/26/19		
8800	LOCAL REVENUES	(200,000)	
2000	CLASSIFIED SALARIES		22,799
3000	EMPLOYEE BENEFITS		6,212
4000	SUPPLIES & MATERIALS		(139,258)
5000	OTHER OPERATING EXP & SERVICES		(19,176)
7000	OTHER OUTGO		(33,323)
7900	RESERVE FOR CONTINGENCIES		(37,254)
Total Reference	ce B025709	\$(200,000)	\$(200,000)
Reason:	Adjustment		
Description:	Adjust budget for projected expenses/income 18/19		

RECOMMENDATION

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

4.2 (4) Printed: 5/1/2019 8:13:08AM

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: May 13, 2019
Re:	Approval of Agreement with PBK Architects, Inc Architects for Barrier Removal – Nealley Library Restroction College	8
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural and engineering services for a barrier removal accessibility restroom remodel project in the Nealley Library ("Library") at Santa Ana College. The Library building was originally constructed in 1957 with a first floor addition in 1970, an alteration for audio/visual services in 1976, a second floor addition in 1993, and voluntary seismic structural upgrades were undertaken in 2002. The Library restrooms located at the main entry appear to be from the original construction with limited to no Americans with Disabilities Act (ADA) improvements. Due to the age, existing compliance issues, and high volume usage, the restrooms have been identified as a high priority for upgrade by the college and as noted in the District's ADA and Section 504 Self-Evaluation and Transition Plan Report (December 2018). A qualified architect is needed to assist the District in preparing construction documents that will be submitted to the Division of the State Architect (DSA) for review and approval. The project scope of work includes a complete restroom modernization with schematic design through construction document phases, agency approvals, construction administration, and project closeout. The District intends to utilize State Scheduled Maintenance funding for the project.

ANALYSIS:

A Request for Proposal (RFP) #1819-243 for architectural and engineering services for Barrier Removal – Nealley Library Restroom Remodel at Santa Ana College was solicited on March 6, 2019 to 17 prequalified architects with a due date of April 1, 2019. The District received one proposal from PBK Architects, Inc. (Costa Mesa). The District is experiencing a low response rate to architect proposals for work due to the current large volume of work in the industry, preference for larger projects, and architects have been unavailable to take on additional work. A selection panel convened on April 3, 2019 to review the proposal. The panel reviewed the timeliness and completeness of the response, technical qualifications and competence, record of past performance, approach to work, and ability to meet the anticipated schedule. The panel recommends PBK Architects, Inc. by consensus based upon the culmination of their RFP response and responsiveness, qualifications, experience, team members, reference checks, approach to the project, fee, knowledge, and ability to meet the anticipated schedule. It is recommended that the District enter into an agreement with PBK Architects, Inc. for

architectural and engineering services for Barrier Removal – Nealley Library Restroom Remodel project at Santa Ana College.

The services covered by this agreement shall commence May 14, 2019 and end June 30, 2021. The contract is a total not-to-exceed fee of \$97,000.00, which includes \$2,000 in reimbursable expenses. The District has reviewed the fee and it is reasonable and within industry standards.

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

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with PBK Architects, Inc. - Architectural and Engineering Services for Barrier Removal – Nealley Library Restroom Remodel at Santa Ana College as presented.

Fiscal Impact:	\$97,000 (includes reimbursables) Board Date: May 13, 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: 5/13/19

Project: Barrier Removal – Nealley Library Restroom Remodel Site: Santa Ana College

Consultants: PBK Architects, Inc.

Type of Service: Architectural and Engineering Services

				Duration
Agreement Summary	Amount	Reimbursables	Start	End

Original Contract Amount \$95,000.00 \$2,000.00 5/14/2019 6/30/2021

Total Agreement Amount \$97,000.00

AGREEMENT NO: 0344.00/ DESCRIPTION:

This agreement #0344.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: \$97,000.00

Contract End Date: 6/30/2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: May 13, 2019
Re:	Approval of Amendment to Agreement with L Circulation Analysis for Campus Entrance Imp Canyon College	
Action:	Request for Approval	

BACKGROUND:

At the Board of Trustees meeting held on April 29, 2019, the Board approved a new agreement for a traffic/circulation analysis for the Campus Entrance Improvements project at Santiago Canyon College. The docket item 4.13 (April 29, 2019 meeting) incorrectly noted the agreement amount as \$18,530. Therefore, this is an approval of an amendment to the agreement to correct the contract amount to \$25,940 as this was a staff error in preparing the agenda docket. All terms and conditions of the contract as approved remain unchanged.

This project work is necessary to address Blaser legal settlement deficiency items related to path of travel, as described in docket item 4.13 on the April 29, 2019 agenda. In order to correct such, the entire hardscape from the sidewalk at the bus stop along Chapman Avenue's entrance traveling to the fountain area (front of campus), through Strenger Plaza, and up to doorway entrances at Buildings D, E and the Library are all potentially impacted. The amount of work required to fix the path of travel slopes throughout campus is significant and challenging due to the various changes in site elevations and grades.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with LSA Associates, Inc. – Traffic/Circulation Analysis for Campus Entrance Improvements at Santiago Canyon College as presented.

Fiscal Impact:	\$25,940	Board Date: May 13, 2019
Prepared by:	Carri M. Matsumoto, Assistan District Construction and Sup	nt Vice Chancellor, Facility Planning, port Services
Submitted by:	Peter J. Hardash, Vice Chance	ellor, Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chand	cellor

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

To:	Board of Trustees	Date: May 13, 2019
Re:	Approval of Change Order #1 for ADFS in Azure with Core BT	S
Action:	Request for Approval	

BACKGROUND

On August 29, 2018, the District entered into an agreement with SADA Systems Inc. in the amount of \$14,995 to assist in creating a solution for cloud based logon authentication in Azure (Microsoft's cloud platform) through Microsoft's Active Directory Federation Services (ADFS). These services will allow us to provide a streamlined single sign on experience for multiple IT services for both students and staff, including Office 365, Regroup text messaging, Comevo student orientation and our Ellucian products. In March 2019, the District was informed that SADA Systems had changed their name to Core BTS, Inc. The name change was filed with the State of California to do business under the new name of Core BTS, Inc. effective January 3, 2019. On April 29, 2019, the Board of Trustees approved the vendor name change.

Additional consulting hours are required to successfully complete the deployment process due to a number of remediation initiatives and configuration changes required within our Azure environment beyond the original projected estimate and scope of work. Core BTS has issued a change order to cover the additional remediation and configuration activities. The increase of hours will bring the total contract amount over \$15,000. Therefore, approval from the Board of Trustees is required.

ANALYSIS

The change order increases the contract by \$6,035. The total contract amount has increased from \$14,995 to \$21,030. The District has reviewed the estimated amount of hours required and they are reasonable and sufficient to complete the work. There are no revisions to the contract hourly rates and completion of the work can occur within the 2018-2019 fiscal year.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #1 for ADFS in Azure with Core BTS as presented.

Fiscal Impact:	Not to exceed \$21,030	Board Date: May 13, 2019
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Services	Information Technology
Submitted by:	Peter J. Hardash, Vice Chancellor, Business O	Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Rancho Santiago Community College District Change Order 1

Change Request Form

Date Requested: 4/25/2019 Change Number: 1

This Change to the "ADFS in Azure Re-Implementation" agreement, between "Client" and Core BTS is entered between the parties and is effective on 5/1/2019. This Change Order is subject to all terms and conditions in the Agreement and SOW. The parties agree as follows:

Description of Change:

- Upgrade source anchor
- Domain federation
- Knowledge transfer (documentation)
- Admin session w/RSCCD

Impact of Change (complete all that apply):

	Current:	Proposed:
Cost		Sr. Consultant – 25 hours - \$195/hour
		Project Manager – 8 hours - \$145/hour
		Total: \$6,035.00
		*Resource rates are blended, and applicable to this change order only.
		*Travel expenses will be invoiced at cost, and approved before incurring.
		- SADA will bill for one-way travel time, estimated ~2 hours of traffic.
		- Business Onsite hours: Start at 8:15am PT
Resources		(1) Sr. Consultant
		(2) Project Manager

Effective Date			
This Change Control will be effective on	5/1/2019		
Rancho Santiago Community College District:			
Print Name/Title: Peter J. Hardash - Vice Chancellor	of Business Operations/Fiscal Services		
Signature	Date		
Core BTS Approval			
Print Name/Title			
Signature	Date		



Rancho Santiago Community College District

SADA Systems, Inc.

Statement of Work

ADFS in Azure Re-Implementation

August 3, 2018

This Statement of Work (this "SOW") is entered into as of the SOW Effective Date (as set forth in Section 1 below) and will be governed by the terms of that certain Master Professional Services Agreement by and between Rancho Santiago Community College District, and SADA Systems, Inc., (such agreement, the "MPSA"), the terms of which are fully incorporated by reference into this SOW. In the event of a conflict between the Agreement and this SOW, the Agreement shall prevail.

Version 1.1

Patrick Watson Director, Business Development Phone: (818) 942-2058 Email: patrick.watson@sadasystems.com

> Ruben Abdalian Business Development Associate Phone: (818) 237-8894

Email: ruben.abdalian@sadasystems.com



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1 Introduction

SADA Systems, Inc. (SADA) is pleased to provide this Statement of Work (SOW) to Rancho Santiago Community College District as a document of intent and scope designed to bring clarity to all parties involved.

This Statement of Work No. 1 (this "SOW") is entered into as of the SOW Effective Date (as set forth in Sections below) and will be governed by the terms of that certain Master Professional Services Agreement by and between Rancho Santiago Community College District, and SADA Systems, Inc., (such agreement, the "MPSA"), the terms of which are fully incorporated by reference into this SOW. In the event of a conflict between the Agreement and this SOW, the Agreement shall prevail.

2 Business Objectives

The business objectives for this project are as follows:

Discovery of the ADFS environment, identify the issues and estimate the work needed for remediation

Subject to the assumptions set forth below and any changes in scope reflected in a mutually executed Change Order, Consultant will provide the Professional Services described below as in-scope as part of the Rancho Santiago Community College District's project ("Project").

3 Project Blueprint

The following table outlines the blueprint for this project. Specific text in regard to the approach for each phase can be found in the reference location.

Phase	Purpose	Activities
ı	Discovery	 Discovery (Azure Networking, Resource Groups, Load Balancers, Traffic Manager, ADFS Federation & Proxy Servers, Domain Controllers in Azure, Azure AD Connect, Azure AD)
II	Design	 Discovery findings review session Remediation discussion VPN Configuration envisioning ADFS Cutover Envisioning Overall Architecture design documentation and client sign-off
III	Deploy (estimate only)	 Azure Palo Alto VPN Configuration Azure Networking Remediation Domain Controller Replication & Remediation ADFS Health Checks & Remediation Azure AD Connect Remediation ADFS Cutover/Go-live
IV	Dedication	 Post-transition Support (4 hours) Admin training – 1 session Documentation and hand-off



3.1 Timeline

The project is expected to be completed in three weeks.

4 Rancho Santiago Community College District Responsibilities

Rancho Santiago Community College District will provide the following deliverables to the Project:

- Provisioning all project infrastructure as specified in the Entry Criteria document and Envisioning Session action plans
- Consolidated feedback to the deliverables in the timeframe as defined above
- Prompt review of Consultant deliverables for sign-off
- Responsible for procuring, installing, hosting, testing, deploying, monitoring, and maintaining all associated hardware and third party software, including patches or upgrades required to support the integration deliverables
- Rancho Santiago Community College District is responsible for any third-party support costs, which includes but is not limited to Microsoft tickets, contracts, or other means of support.

5 Assumptions

5.1 General Assumptions

- Full time during normal business hours: 7am 4pm, Monday Friday PST based on a 40-hour week. (migrations can/will occur after hours as well)
- Adequate facilities and resources will be provided by Rancho Santiago Community College District for services rendered by SADA full time while on-site at any Rancho Santiago Community College District location, as needed.
- Rancho Santiago Community College District will acquire all necessary hardware, software and/or subscriptions required to complete this project.
- Any changes made to technical or business specifications found in this proposal must be submitted through a valid Change Order, and approved by both Advisor Rancho Santiago Community College District and SADA.
- Rancho Santiago Community College District and SADA must mutually agree to additions or changes to the scope of Services, Deliverables, or assumptions in writing. SADA activities or responsibilities not expressly stated to be within scope are agreed to be out of scope.
- Any delays in the project schedule which are not under the control of SADA, including, but not limited to, delays in approvals, procurement or staff availability, may require an adjustment of fees and expenses and/or scheduling estimates for project completion.



- The estimated fee structure is based on the estimated timeline and SADA's involvement described herein. Rancho Santiago Community College District will dedicate the necessary resources to complement SADA and to complete the activities and deliverables according to this SOW.
- Any expenses to be paid by Rancho Santiago Community College District shall be duly documented with the corresponding invoices.
- SADA will be provided with access to relevant materials, work product, and other documentation, as well as to those representatives within Rancho Santiago Community College District's organization whose help may facilitate development of Project activities (e.g. meetings, tasks, and deliverables).
- SADA will perform its services from SADA's office. If there's a need to go on Rancho Santiago Community College District premises, Rancho Santiago Community College District will provide SADA project team members with a workspace consisting of a suitable network connection (including Internet access), printer and copier access, overhead projector, and telephone access as well as work areas with availability to conference rooms and space for group interviews and meetings (where applicable).
- It is assumed the engagement will proceed continuously and there will be no project interruptions or stoppages ordered other than as may be contemplated by the project plan.
- Proposal pricing to Rancho Santiago Community College District will be valid for a period of (30) thirty days from the date of this SOW.

5.1.1 Technical Assumptions

- Client has an active Azure subscription
- Client has the following resources deployed in Azure US West: Azure Load Balancer, 2 ADFS Proxy servers (2012 R2), Load Balanced Set, 2 ADFS servers (2012 R2), 2 Domain Controllers
- Client has the following resources deployed in Azure US East: 1 ADFS Proxy server (2012 R2), 1
 ADFS server (2012 R2), 1 Domain Controller
- Client has 2 Azure Traffic Manager instances balancing traffic (for failover) between Azure East and West
- No VPN tunnel exists from the on premises environment to either Azure environment
- Client would like to establish VPN tunnels to the Azure environments
- Client would like to re-establish ADFS Federation with Azure AD
- Client has a non-expired SSL certificate for adfs.rsccd.edu
- If servers need to be re-provisioned, existing server licensing from the client will be used

Client would like SADA to work with Palo Alto for VPN configuration

5.1.2 Out of Scope

Based on Consultant's current understanding of Rancho Santiago Community College District requirements, the following requirement areas, Application modules, tasks and deliverables are out of scope, and will not be executed as part of this Project.



- Any items not specifically called out in the scopes of work
- Network Remediation beyond VPN tunnel to Azure, and providing guidance and/or best practices
- Active Directory or Office 365 remediation
- Active Directory consolidation
- Deployment of client/desktop software
- Direct end-user assistance of any type
- Pilot implementation of ADFS
- ADFS branding, beyond verification of existing branding

5.1.3 Deployment of Partner of Record

In order for SADA Systems to provide RSCCD with the support and Microsoft Cloud lifecycle services for their cloud subscription(s) RSCCD owns, we request RSCCD to list SADA Systems as their Deployment Partner of Record (DPOR). When a customer purchases qualifying Microsoft Online Services such as Office 365, you are also able to select a certified Microsoft Partner to be associated with your account, a Deployment Partner of Record (DPOR). It is important to note that assigning a Partner of Record to your Microsoft Online services has no impact on your monthly subscription cost. It also has no impact on the support or services you receive from Microsoft. Additionally, it does not provide SADA Systems access to your data unless access is specifically provided or Delegated Administrator access is granted to SADA Systems. DPOR does allow SADA Systems to work on the customer's behalf with Microsoft should the need arise, and act as the customer's trusted advisor in applicable scenarios: i.e. design and implementation guidance, validation of best practices, quick turnaround timelines for escalation and direct communication with Microsoft's technical and business groups. If you require further clarification and information on DPOR, please do not hesitate to reach out to your point of contact at SADA Systems.

6 Professional Fees – Time & Materials

SADA Systems is providing Rancho Santiago Community College District with a time and materials estimate for this project. The project estimates are based on the deliverables, project approach, and assumptions. Expenses are in addition to this amount and explained in a later section. A breakdown of hours, rates, and costs by resource is provided below.

ADFS

Role	Estimated Hours	Rate	Total
Sr. Consultant	65	\$195.00	\$12,675.00
Project Manager	16	\$145.00	\$2,320.00
	Estimated Subtotal:		\$14,995.00
	Estimated Grand Tot	al:	\$14,995.00

All sales taxes which are properly payable in connection with this Agreement under the Applicable law shall be paid by Customer.



6.1 Travel Time and Expenses

This project will be delivered remotely and as such, SADA shall bear all of its own expenses incurred in connection with the Professional Services performed under this SOW.

6.2 Payment Terms

SADA Systems is providing Rancho Santiago Community College District with a time and materials estimate for this project. The project estimates are based on the scope above, project approach, and assumptions. A breakdown of hours, rates, and costs by resource is provided below:

- A ten percent down payment for the services fees (\$1,499.50) is due upon signing of this SOW, prior to the start of the project. The services down payment will be credited towards initial invoices.
- Project fees & expenses will be billed monthly on a time & materials basis on Net 30 terms.
- Pricing is for SADA professional fees only, and does not include Cloud hosting, software licensing, or other fees.
- SADA will utilize best efforts to retain and maintain assigned resources throughout the lifecycle of this project. SADA reserves the right to utilize any and all resources necessary to complete the project including resources that were not originally assigned to the project. In the event SADA chooses to change, remove or add resources to the project, SADA will consult with Rancho Santiago Community College District as soon as reasonably possible prior to making such resource changes, provided that any such changes will not result in the SADA personnel assigned to this project to cease to be deployed in the Los Angeles area.
- SADA is not responsible to the extent delays in the project timeline or budget overruns due to insufficient access to Rancho Santiago Community College District's staff and management or delays in procurement of required Rancho Santiago Community College District specific resources and/or information necessary for successful completion of the project prevent SADA from continuing to work on the project. SADA will provide as much lead time as reasonably possible prior to requesting specific resources and/or information from the Rancho Santiago Community College District.

7 Project Pause

Should the project come to a PAUSE for reasons unrelated to SADA, SADA may terminate the project and request full fees associated with current phase as related to the percentage of work completed as deemed by SADA. A PAUSE is defined as a stoppage of work and / or communication over a two week period.

8 Change Orders

Changes to project scope, incorrect assumptions or missing prerequisites may affect cost, resources or scheduling. Other circumstances may arise beyond SADA control that may cause it to be unable to accomplish the project objectives and would require a modification to this SOW. Any



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such modification shall be memorialized in a mutually executed Change Order that details material changes to staff requirements, deliverables, fees and milestones, as applicable.

9 Expiration

This proposal expires within 30 days. Please indicate your acceptance by signing the below, and faxing it in its entirety to 818-766-0090. Rancho Santiago Community College District may also email a signed and scanned copy to the designated account manager.

10 Conclusion

We very much look forward to working with you on this project.

IN WITNESS WHEREOF, each of Rancho Santiago Community College District and Consultant has caused this SOW to be signed and delivered by its duly authorized representative.

Rancho Santiago Community College District	SADA Systems, Inc.
Name: Linda Melendez JG	Name:
Signature: Sura Parley	Signature: Annie Safoian
Title: Interim Director of Purchasing Services	Title:Co-Founder
Date: 8/29/18	8/30/2018 9:31 AM PDT



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: May 13, 2019
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed.

	Project Title	Award Date	Amount
1.	Disabled Students Programs & Services (DSPS) (SAC) - <i>Augmentation</i> Mid-year reallocation from the California Community Colleges Chancellor's Office to provide services for disabled students. (18/19). <i>Match is \$351,149 that consists of DSPS staff salary and benefits</i> .	03/07/19	\$6,772
2.	Hunger Free Campus Support (SAC) - <i>Augmentation</i> Final allocation from the California Community Colleges Chancellor's Office to provide services that address the food security of students within the campus. Funding will support a food pantry or a regular food distribution on campus and ensure students have the information needed to enroll in CalFresh. (18/19). <i>No match required</i> .	02/13/19	\$739
3.	Hunger Free Campus Support (SCC) Funds from the California Community Colleges Chancellor's Office to provide services that address the food security of students within the campus. Funding will support a food pantry or a regular food distribution on campus and ensure students have the information needed to enroll in CalFresh. (18/19). <i>No match required</i> .	02/13/19	\$73,253

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: \$80,764	Board Date: May 13, 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., Ch	ancellor		

NAME: Disabled Student Programs and Services (DSPS) - SAC

FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 7/01/18 - 6/30/19

\$1,099,035 - SAC P1 Allocations

CONTRACT INCOME: Adjustment: (\$90,941) - P1 Final Allocations

\$6,772 - Mid-Year Allocations Augmentation: **TOTAL INCOME:** \$1,014,866

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD Date: 05/01/19

CFDA #: N/A; Award #: N/A

_		Allocated Budget		Revising Budget		Change	s (+/-)
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2230-000000-10000-8623	DSPS : Santa Ana College		1,099,035		1,014,866	84,169	
12-2230-642000-19521-1210	Academic Management : DSPS - Veronica O. (100%)	138,434		138,434		-	
12-2230-642000-19521-1430	Part-Time Counselors : DSPS	1,000		2,700		1,700	
12-2230-642000-19521-2130	Classified Employees: DSPS - Elizabeth H. (100%); Ian K (100%) - Robert N (100%); Amy T (100%)	233,067		236,726		3,659	
12-2230-642000-19521-2340	Student Assistants - Hourly	3,200		2,810			390
12-2230-642000-19521-2350	Overtime - Classified	12,787		4,666			8,121
12-2230-642000-19521-3115	STRS - Non-Instructional :	-		440		440	
12-2230-642000-19521-3215	PERS - Non-Instructional :	67,101		67,101		-	
12-2230-642000-19521-3315	OASDHI - Non-Instructional	24,347		24,048			299
12-2230-642000-19521-3325	Medicare - Non-Instructiona	5,696		5,823		127	
12-2230-642000-19521-3415	H & W - Non-Instructional :	93,235		77,105			16,130
12-2230-642000-19521-3435	H & W - Retiree Fund Non-In	14,371		14,908		537	
12-2230-642000-19521-3515	SUI - Non-Instructional : D	198		201		3	
12-2230-642000-19521-3615	WCI - Non-Instructional : D	8,908		9,240		332	
12-2230-642000-19521-3915	Other Benefits - Non-Instru	8,496		8,660		164	
12-2230-642000-19521-4610	Non-Instructional Supplies	8,870		8,870			-
12-2230-642000-19521-4710	Food and Food Service Suppl	676		676		-	-
12-2230-642000-19521-5100	Contracted Services : DSPS	2,000		2,000			-

SAC FINAL Allocation Prepared by: H. Nguyen Board Approval Dates: 11/26/18; 05/13/19 Accountant: JoJo Penning

PROJ. ADM. Vaniethia Hubbard

PROJ. DIR. Veronica Oforlea

Page 1 of 6

NAME: Disabled Student Programs and Services (DSPS) - SAC

FISCAL YEAR: 2018/2019

PROJ. ADM. Vaniethia Hubbard

PROJ. DIR. Veronica Oforlea

CONTRACT PERIOD: 7/01/18 - 6/30/19

\$1,099,035 - SAC P1 Allocations

CONTRACT INCOME: Adjustment: (\$90,941) - P1 Final Allocations

\$6,772 - Mid-Year Allocations Augmentation:

TOTAL INCOME: \$1,014,866

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD Date: 05/01/19

CFDA #: N/A; Award #: N/A

		Allocated	d Budget	Revising	Budget	Chang	es (+/-)
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19521-5300	Inst Dues & Memberships : D	2,335		665			1,670
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		1,327			3
12-2230-642000-19521-5800	Advertising : DSPS Office	500		-			500
12-2230-642000-19521-5845	Excess/Copies Useage : DSPS	2,136		2,136		-	-
12-2230-642000-19521-5940	Reproduction/Printing Expen	885		885		-	
12-2230-642000-19521-5950	Software License and Fees:	5,950		-			5,950
12-2230-675000-19521-5210	Conference Expenses : DSPS	11,842		9,342			2,500
Totals for DEPARTMENT:	19521 - DSPS Office	658,340	-	629,739	1		
12-2230-499900-19523-2445	Professional Experts - Inst	96,993		68,000			28,993
	- Interpreters - hourly						
12-2230-499900-19523-3211	PERS - Instructional : Deaf	4,610		2,641			1,969
12-2230-499900-19523-3311	OASDHI - Instructional : De	1,583		906			677
12-2230-499900-19523-3321	Medicare - Instructional :	1,480		986			494
12-2230-499900-19523-3331	PARS - Instructional : Deaf	995		694			301
12-2230-499900-19523-3431	H & W - Retiree Fund Inst:	3,706		2,468			1,238
12-2230-499900-19523-3511	SUI - Instructional : Deaf	51		34			17
12-2230-499900-19523-3611	WCI - Instructional : Deaf	2,297		1,530			767
12-2230-642000-19523-5100	Contracted Services : Deaf	74,017		61,970			12,047
Totals for DEPARTMENT:	19523 - Deaf & Hard of Hea	185,732	-	139,229	-		

SAC FINAL Allocation Board Approval Dates: 11/26/18; 05/13/19 Page 2 of 6 Prepared by: H. Nguyen Accountant: JoJo Penning

NAME: Disabled Student Programs and Services (DSPS) - SAC

FISCAL YEAR: 2018/2019

PROJ. ADM. Vaniethia Hubbard

PROJ. DIR. Veronica Oforlea

CONTRACT PERIOD: 7/01/18 - 6/30/19

\$1,099,035 - SAC P1 Allocations

CONTRACT INCOME: \$1,099,035 - Adjustment: (\$90,941) -

(\$90,941) - P1 Final Allocations

Augmentation: \$6,772 - Mid-Year Allocations

TOTAL INCOME: \$1,014,866

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD Date: 05/01/19

CFDA #: N/A; Award #: N/A

		Allocated	l Budget	Revising	Budget	Change	s (+/-)
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2230-499900-19524-4310	Instructional Supplies (ATP)	8,574		3,466			5,108
12-2230-499900-19524-6410	Equip-All Other >\$1000<\$5000 (ATP)	2,689		2,689		-	
12-2230-499900-19524-6411	Equip-All Other <\$5000 (ATP)	5,108		5,108		-	
	Access To Print (ATP)	16,371		11,263			
12-2230-642000-19524-2130	Classified Employees : High - Angela T. (100%)	74,851		80,261		5,410	
12-2230-642000-19524-3215	PERS - Non-Instructional :	13,520		13,860		340	
12-2230-642000-19524-3315	OASDHI - Non-Instructional	4,734		5,071		337	
12-2230-642000-19524-3325	Medicare - Non-Instructiona	1,108		1,186		78	
12-2230-642000-19524-3415	H & W - Non-Instructional :	8,527		8,574		47	
12-2230-642000-19524-3435	H & W - Retiree Fund Non-In	2,773		2,968		195	
12-2230-642000-19524-3515	SUI - Non-Instructional : H	39		39		-	
12-2230-642000-19524-3615	WCI - Non-Instructional : H	1,719		1,840		121	
12-2230-642000-19524-3915	Other Benefits - Non-Instru	1,500		1,500		-	-
Totals for DEPARTMENT:	19524 - High Tech Center D	108,771	-	115,299	-		
12-2230-493031-19525-1110	Contract Instructors : Lea - Louise J. (40%) - VRC funds 10% - Mark T. (40%)	85,299		76,718			8,581
12-2230-493031-19525-3111	STRS - Instructional : Lear	6,648		5,251			1,397
12-2230-493031-19525-3211	PERS - Instructional : Lear	8,031		8,028			3
12-2230-493031-19525-3311	OASDHI - Instructional : Le	2,800		2,638			162

5.1 (4)

SAC FINAL Allocation Board Approval Dates: 11/26/18; 05/13/19

Prepared by: H. Nguyen Page 3 of 6 Accountant: JoJo Penning

NAME: Disabled Student Programs and Services (DSPS) - SAC

FISCAL YEAR: 2018/2019

PROJ. ADM. Vaniethia Hubbard

PROJ. DIR. Veronica Oforlea

CONTRACT PERIOD: 7/01/18 - 6/30/19

\$1,099,035 - SAC P1 Allocations

CONTRACT INCOME: Adjustment: (\$90,941) - P1 Final Allocations \$6,772 - Mid-Year Allocations Augmentation:

TOTAL INCOME: \$1,014,866

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD Date: 05/01/19

CFDA #: N/A; Award #: N/A

		Allocate	d Budget	Revising	Budget	Change	s (+/-)
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2230-493031-19525-3321	Medicare - Instructional :	1,257		1,095			162
12-2230-493031-19525-3411	H & W - Instructional : Lea	16,134		15,135			999
12-2230-493031-19525-3431	H & W - Retiree Fund Inst:	3,147		2,830			317
12-2230-493031-19525-3511	SUI - Instructional : Learn	43		37			6
12-2230-493031-19525-3611	WCI - Instructional : Learn	1,951		1,805			146
12-2230-493031-19525-3911	Other Benefits - Instructio	1,400		1,246			154
Totals for DEPARTMENT:	19525 - Learning Disabled	126,710	-	114,783	-		
12-2230-642000-19525-1484	Int/Sum Beynd Contr-Reassig	2,176		3,308		1,132	
12-2230-642000-19525-3115	STRS - Non-Instructional :	333		431		98	
12-2230-642000-19525-3215	PERS - Non-Instructional :	23		119		96	
12-2230-642000-19525-3315	OASDHI - Non-Instructional	8		41		33	
12-2230-642000-19525-3325	Medicare - Non-Instructiona	32		48		16	
12-2230-642000-19525-3435	H & W - Retiree Fund Non-In	79		120		41	
12-2230-642000-19525-3515	SUI - Non-Instructional : L	1		2		1	
12-2230-642000-19525-3615	WCI - Non-Instructional : L	49		74		25	
12-2230-642000-19525-5220	Mileage/Parking Expenses:	410		410		-	-
Totals for DEPARTMENT:	19525 - Learning Disabled	3,111	-	4,553	-		
Totals for PROJECT: 2230	DSPS (FD 12)	1,099,035	1,099,035	1,014,866	1,014,866	99,101	99,101

SAC FINAL Allocation

Board Approval Dates: 11/26/18; 05/13/19 Page 4 of 6 Prepared by: H. Nguyen Accountant: JoJo Penning

NAME: Disabled Student Programs and Services (DSPS) - SAC

FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 7/01/18 - 6/30/19

\$1,099,035 - SAC P1 Allocations

CONTRACT INCOME: Adjustment: (\$90,941) - P1 Final Allocations \$6,772 - Mid-Year Allocations Augmentation:

TOTAL INCOME: \$1,014,866

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD Date: 05/01/19

CFDA #: N/A; Award #: N/A

		Allocated	d Budget	Revising	Budget	Change	s (+/-)
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
11-2230-499900-19523-2445	Professional Experts - Inst	19,490		19,880		390	
	- Interpreters - hourly (TOE from fd 12)						
11-2230-499900-19523-3211	PERS - Instructional :	1,760		851			909
11-2230-499900-19523-3311	OASDHI - Instructional :	604		296			308
11-2230-499900-19523-3321	Medicare - Instructional :	283		288		5	
11-2230-499900-19523-3331	PARS - Instructional : Deaf	127		196		69	
11-2230-499900-19523-3431	H & W - Retiree Fund Inst:	707		721		14	
11-2230-499900-19523-3511	SUI - Instructional : Deaf	10		1			9
11-2230-499900-19523-3611	WCI - Instructional : Deaf	439		448		9	
11-2230-642000-19523-2130	Classified Employees : Deaf	90,748		90,748		-	-
	- Ruth Rodriguez (80%)						
11-2230-642000-19523-3215	PERS - Non-Instructional :	15,960		16,391		431	
11-2230-642000-19523-3315	OASDHI - Non-Instructional	5,553		5,468			85
11-2230-642000-19523-3325	Medicare - Non-Instructiona	1,299		1,279			20
11-2230-642000-19523-3415	H & W - Non-Instructional:	18,756		20,489		1,733	
11-2230-642000-19523-3435	H & W - Retiree Fund Non-In	3,251		3,338		87	
11-2230-642000-19523-3515	SUI - Non-Instructional : D	47		44			3
11-2230-642000-19523-3615	WCI - Non-Instructional : D	2,015		2,069		54	
11-2230-642000-19523-3915	Other Benefits - Non-Instru	1,200		1,200		-	-
Totals for DEPARTMENT:	19523 - Deaf & Hard of Hea	162,249	-	163,707	-		

SAC FINAL Allocation Prepared by: H. Nguyen Board Approval Dates: 11/26/18; 05/13/19

PROJ. ADM. Vaniethia Hubbard

PROJ. DIR. Veronica Oforlea

Page 5 of 6

Accountant: JoJo Penning

NAME: Disabled Student Programs and Services (DSPS) - SAC

FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 7/01/18 - 6/30/19

\$1,099,035 - SAC P1 Allocations

CONTRACT INCOME: Adjustment: (\$90,941) - P1 Final Allocations

\$6,772 - Mid-Year Allocations Augmentation: **TOTAL INCOME:** \$1,014,866

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD Date: 05/01/19

CFDA #: N/A; Award #: N/A

		Allocated	d Budget	Revising	Budget	Change	s (+/-)
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
11-2230-493031-19525-1110	Contract Instructors : Lea	126,415		126,245			170
	- Louise Janus (60%)						
	- Mark Turner (60%)						
11-2230-493031-19525-3111	STRS - Instructional : Lear	9,852		9,852		-	-
11-2230-493031-19525-3211	PERS - Instructional : Lear	11,903		11,875			28
11-2230-493031-19525-3311	OASDHI - Instructional : Le	4,151		3,894			257
11-2230-493031-19525-3321	Medicare - Instructional :	1,863		1,802			61
11-2230-493031-19525-3411	H & W - Instructional : Lea	24,201		24,327		126	
11-2230-493031-19525-3431	H & W - Retiree Fund Inst:	4,665		4,659			6
11-2230-493031-19525-3511	SUI - Instructional : Learn	64		62			2
11-2230-493031-19525-3611	WCI - Instructional : Learn	2,892		2,836			56
11-2230-493031-19525-3911	Other Benefits - Instructio	2,100		1,890			210
Totals for DEPARTMENT:	19525 - Learning Disabled	188,106	-	187,442	-		
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	-	-	-		
Totals for PROJECT: 2230	DSPS (FD 11 - Match)	351,149	-	351,149	-	2,918	2,918

SAC FINAL Allocation Prepared by: H. Nguyen Board Approval Dates: 11/26/18; 05/13/19

PROJ. ADM. Vaniethia Hubbard

PROJ. DIR. Veronica Oforlea

Page 6 of 6

Accountant: JoJo Penning

NAME: Hunger Free Campus (2018-19) - SAC

FISCAL YEAR: 2018/19 & 2019/20

CONTRACT PERIOD: 07/01/18 - 06/30/20 PROJ ADM: Dr. V. Hubbard

CONTRACT INCOME: \$165,686 - SAC Allocation (10/31/18) PROJ DIR: Dr. V. Hubbard

Augmentation: \$739 - Final FY18/19 Allocation (02/19/19)

TOTAL INCOME: \$166,425 Rev. Date: 05/01/19

Prime Sponsor: CCC Chancellor's Office Fiscal Agent: Rancho Santiago CCD

Prime Award No.: N/A

		Allocated	d Budget	Revising	Budget	Change	es (+/-)
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2389-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		165,686		166,425		739
	Classified Employees - Hourly						
12-2389-649000-19100-2320							
	(\$28.07/hr x 19 hrs/wk x 39 wks x 1.5 yrs)	31,200		31,200		-	
12-2389-649000-19100-3215	PERS - Non-Instructional	5,635		5,635		-	
12-2389-649000-19100-3315	OASDHI - Non-Instructional	1,934		1,934		-	
12-2389-649000-19100-3325	Medicare - Non-Instructional	452		452		-	
12-2389-649000-19100-3435	H & W Ret Fd - Non-Instructional	1,133		1,133		-	
12-2389-649000-19100-3515	SUI - Non-Instructional	16		16		-	
12-2389-649000-19100-3615	WCI - Non-Instructional	702		702		-	
12-2389-649000-19100-4610	Non-Instructional Supplies : Student Services	4,000		4,000		-	
12-2389-649000-19100-4710	Food and Food Service Supplies : Student Services	10,000		10,000		-	
12-2389-649000-19100-5100	Contracted Services : Student Services Office	30,000		30,000		-	
12-2389-649000-19100-5800	Advertising : Student Services Office	2,000		2,000		-	
12-2389-649000-19100-5940	Reproduction/Printing Expenses : Student Services	1,000		1,000		-	
12-2389-649000-19100-5999	Special Project Holding Acct : Student Services	75,614		76,353		739	
12-2389-732000-19100-7670	Other Expenses Paid to Student	2,000		2,000		-	
Total Project 2389	Hunger Free Campus (2018-19)	165,686	165,686	166,425	166,425	739	739

5.1 (8

Accountant: Giao Dao

5.1(9)

SPECIAL PROJECT DETAILED BUDGET # 2389 NAME: Hunger Free Campus (2018-19) - SCC

FISCAL YEAR: 2018/19 & 2019/20

CONTRACT PERIOD: 07/01/18 - 06/30/20 PROJ ADM: S. Rizvi

CONTRACT INCOME: \$73,253 PROJ DIR: J. Alonzo

Prime Sponsor: CCC Chancellor's Office Date: 04/26/19

Fiscal Agent: Rancho Santiago CCD

Prime Award No.: N/A

GL Accounts	Description	Debit	Credit
12-2389-000000-20000-8629	Other General Categorical Apport : SCC		73,253
12-2389-649000-29365-2340	Student Assistants - Hourly : Student Equity	3,792	
12-2389-649000-29365-3435	H & W Ret Fd Non-Instructional : Student Equity	161	
12-2389-649000-29365-3615	WCI Non-Instructional : Student Equity	47	
12-2389-649000-29365-4610	Non-Instructional Supplies - Supplies (\$10,253) - Computers - under \$1,000 (\$5,000)	15,253	
12-2389-649000-29365-4710	Food & Food Service Supplies : Student Equity	1,500	
12-2389-649000-29365-5100	Contracted Services : Student Equity	2,000	
12-2389-649000-29365-6410	Equipment - all other (>\$1K <\$5k) : Student Equity	50,000	
12-2389-732000-29365-7670	Other Expenses Paid for Students : Student Equity	500	
Totals for Project: 2389	Hunger Free Campus (2018-19)	73,253	73,253

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees Date: May 13, 2019

Re: Approval of Sub-Agreement between RSCCD and Orange County Superintendent of Schools for the Strong Workforce Program - Regional Funds Initiative (DO#18-2225-36)

Action: Request for Approval

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to community colleges to support collaborative, regional work to improve the quality of career technical education programs and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program - Regional 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 Orange County Superintendent of Schools in support of the *2019 Orange County Counselor Symposium* scheduled for November 7, 2019. The event is directed to counselors from K-12, adult education centers and community colleges providing an opportunity to engage in professional development, networking, early career exploration, enhance articulation and action plan development. The enclosed sub-agreement (DO-18-2225-36) outlines the terms of the project. The period of performance is November 1, 2019, to November 30, 2019. The cost shall not exceed \$50,000.

The project director is Dr. Gustavo Chamorro, Director of Los Angeles/Orange County Regional Consortium and the project administrator is Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development.

RECOMMENDATION

It is recommended that the Board approve 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: \$50,000.00 (grant-funded)

Prepared by: Francisco Villaseñor, Resource Development Coordinator

Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services

Recommended by: Raul Rodriguez, Ph.D., Chancellor

SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

FOR THE STRONG WORKFORCE PROGRAM – REGIONAL FUNDS INITIATIVE ORANGE COUNTY REGION

This sub-agreement (hereinafter "Agreement") is entered into on this 13th day of May 2019, between Rancho Santiago Community College District (hereinafter "FISCAL AGENT") and Orange County Superintendent of Schools also referred to as Orange County Department of Education (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 November 1, 2019, through November 30, 2019.

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 – *Orange*

County Marketing and Branding Project.

4. Budget

SUBCONTRACTOR agrees that the expenditures of 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

A one-time payment of the "Total Cost" will be issued to SUBCONTRACTOR upon receipt of the fully executed Agreement and an invoice requesting payment in full. Payment to SUBCONTRACTOR shall not exceed the amount listed under "Total Cost".

6. Invoices

SUBCONTRACTOR must submit one invoice for payment of "Total Cost" that includes a statement indicating "payment in full for the 2019 Orange County Counselor Symposium." The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District ATTN: Gustavo Chamorro, Ed.D., Orange County Director Los Angeles and Orange County Regional Consortium (LAOCRC) 2323 N. Broadway, Suite 328 Santa Ana, CA 92706

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, upon request, for the duration of the Agreement. SUBCONTRACTOR will submit reports to the Project Director via email at Chamorro Gustavo@rsccd.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. <u>Time Extensions</u>

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 **November 30, 2019.**

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. <u>Disputes</u>

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

Gustavo Chamorro, Ed.D., Orange County Director Los Angeles and Orange County Regional Consortium (LAOCRC) 2323 N. Broadway, Suite 328 Santa Ana, CA 92706 (714) 564-5521; Chamorro Gustavo@rsccd.edu

SUBCONTRACTOR:

Orange County Superintendent of Schools Orange County Department of Education 200 Kalmus Drive Costa Mesa, CA 92626

Primary Contact:

Mayu Iwatani, Coordinator CWA and Counseling Services (714) 327-1052; MIwatani@ocde.us

Fiscal Contact:

Renee Hendrick, Associate Superintendent Administrative Services (714) 966-4061; RHendrick@ocde.us

20. <u>Unenforceable Provision</u>

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: Orange County Superintendent of Schools				
By:	By:				
Name: Peter J. Hardash Vice Chancellor	Name:				
Title: Business Operations/Fiscal Services	Title:				
Date:	Date:				
	95-6000943				
Board Approval Date: May 13, 2019	Employer/Taxpayer Identification Number (EIN)				

List of Exhibits

Exhibit A Scope of Work

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

Orange County Department of Education Educational Services Division Counseling Services 2019-2020

OCDE Vision

Orange County students will lead the nation in college and career readiness and success.

OCDE Counselor Leadership Network Mission

The mission of the Orange County Department of Education Counselor Leadership Network is to support Orange County school districts in the development of comprehensive school counseling programs which support the whole child in order to promote academic success, college and career readiness, and social/emotional development.

2019 Orange County School Counselor Symposium---November 7, 2019, Anaheim Marriott

Goal:

To provide K-12 and Community College counselors with targeted professional development and opportunities for collaboration and to enhance vertical articulation to support the whole child, increase high school graduation rates, and post-secondary enrollment in Orange County and result in a strong workforce in Orange County. In addition, the conference will set the foundation for the series of professional development for the year.

Event Description:

- A conference inviting (800 plus) K-12, Community College, and Adult Education counselors throughout Orange County for an opportunity to engage in professional development, vertical articulation, and networking opportunities.
- The conference will feature content from the thee domains prescribed in the ASCA model (academic, social/emotional, and career development) https://www.schoolcounselor.org/school-counselors-members/about-asca/mindsets-behaviors as well as content focused on the role of the Counselor within a Multi-Tiered System of Support framework http://ocde.us/MTSS
 - The conference will consist of a morning keynote speakers, breakout sessions, and a networking social.
- This conference will kick off a series of professional development also focused on the county vision and the ASCA model and MTSS that will be offered throughout the year for Counselors.
- This conference will launch the 2019-2020 Orange County Counselor Recognition Program nomination process with Community Colleges joining us for the first time. The selected counselors will be recognized at the annual Orange County Counselor Symposium for their outstanding work in the field supporting students as they plan for successful futures

Exhibit A

Proposal Summary:

\$50, 000 for the 2019 Counselor Symposium sponsorship which will include the following collaborative opportunity:

Member representatives in the core Counselor Symposium planning team.

10 vendor tables at prime spot for each Community College.

Planning and development of breakout sessions supporting Community College counselors

Planning and development Visibility and marketing of organization by print section in Counselor Symposium related webpage and conference link.

Networking opportunities connecting to K-12 counselors.

Collaborative opportunity for Community College counselors to share best practices and work with feeder K-12 counseling teams.

Exhibit B

Orange County Department of Education Educational Services Division Counseling Services 2019-2020

2019 - 2020 OCDE Counselor Sub Agreement Itemized Budget 2019 Orange County School Counselor Symposium – November 7, 2019, Anaheim Marriott

Allocation of funds			
Social Network (room rental/food)	\$2,000.00		
Materials for the Counselor Symposium	\$3,000.00		
Hotel Deposit	\$30,000.00		
AV	\$15,000.00		
Total:	\$50,000.00		

Exhibit C

Guidelines, Definitions and Reasonable Standards for Strong Workforce Funding Investment

(Local and Regional Share)

Reasonable

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision. Systems that can guide this definition are: necessary for the performance of the funding; follow sound business practices (procurement processes, follow state and local laws, follow the terms of the funding source); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

The following, directly relate to Strong Workforce Education Code Requirements and some examples of the standard non-allowable activities that meet the "front-page of the newspaper" test of reasonable and the allowable indirect cost rate:

- **Supplanting:** Funds appropriated to community college districts for local or regional share investment shall supplement, not supplant, existing funding of community college career technical education programs. This shall not be interpreted to mean that a participating community college district is prohibited from eliminating or altering existing programs, but the percentage of that community college district's total full-time equivalent students enrolled in career technical education courses relative to the total full-time equivalent students enrolled in the district shall not be reduced from the percentage computed for the 2015–16 fiscal year. [EC§88824(e)]
- Funding CTE Only: Funds expended must show a direct benefit to the requirements of the Strong Workforce Program outcomes of increasing the number of quality students or programs in CTE courses programs and pathways and addressing the recommendations of the Strong Workforce Task Force. [EC§88824(d)(5)(A-C)]
- **Duplication of Effort:** To avoid duplication of effort, activities funded under the Strong Workforce Program shall be informed by, aligned with, and expand upon the activities of existing workforce and education regional partnerships, including those partnership activities that pertain to regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128), adult education block grant consortia, and K-12 career technical education programs. *[EC§88821(4)(d)*
- **District Procedures:** All fiscal policy and program procedures adopted by the applicable Community College District shall be followed when expending (local and regional) allocations.

• Non-Allowable Activities:

Entertainment – Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

Alcoholic Beverages – Costs of alcoholic beverages are unallowable.

Contingency (Rainy Day Funds) – Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening, are unallowable.

Goods and Services for Personal Use – Cost of goods and services for Personal use is unallowable.

Lobbying – Lobbying is never allowed unless it meets the following criteria: (1) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings.

Contributions or Donations – Cash or property contributions or donations are unallowable.

Fund Raising and Investment Costs – Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable, regardless of the purpose for which the funds will be used.

Indirect Cost Rates Allowed

Allocation	Indirect Cost Rate (Total Direct Costs)	
60% Local Share	4%	
40% Regional Share	No Indirect Allowed	

The following table can be used as a quick reference guide for participation requirements and/or plan requirements as listed within Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines. This table is not meant to substitute a full review of

Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines in their entirety in addition to all recommendations from the Strong Workforce Task Force. Links to the above mentioned documents and documents that are designed to inform in the development of these investments can be found at:

http://doingwhatmatters.ccco.edu/StrongWorkforce.aspx

Recipients of Local or Regional Share Funding Shall	Plans for Local or Regional Share Funding Shall Address
Be a member of a consortium $[EC\$88824(d)(1)]$ (Career Technical Education Regional Consortium," or "consortium," means an administrative grouping of community college districts by the Division of Workforce and Economic Development of the chancellor's office for the purpose of coordination and joint planning within regions, as defined in subdivision $[EC88822\$(c)]$)	Increasing the number of student in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes. $[EC\$88824(d)(5)(A)]$
Work with other members of the consortium to create and submit a plan to the chancellor by January 31, 2017 [$EC\S88824$ (d)(2)], for inclusion in the submissions of regional plans for purposes of the program and the federal Workforce Innovation and Opportunity Act (Public Law 113-128).	Increasing the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes (completions, transfer, employment rates, employment in a field of study, earning, median change in earning, proportion of student who attained living wages). [EC§88824(d)(5)(B)]
Collaborate: [EC§88821(a-e)] All Community College Districts participating in local or regional investments are required to follow collaboration requirements as specified in these sections.	Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning. [EC§88824(d)(5)(C)] http://doingwhatmatters.ccco.edu/portals/6/docs/sw/2016 11%20Workforce Task Force Implementation%20Recommendations%20Version%201.pdf
LMI Data: [<i>EC§88824(d)(4)</i>] Provide accessible performance and labor-market data that can be used by community college districts and their regional partners to support the implementation of the program and describe related efforts to align regional workforce and education programming with regional labor market needs, including, but not limited to, regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128).	 Local Investment Shall: Provide Evidence of Demand for Workers within the funded CTE Program or Across Multiple Programs Identify geography and occupations targeted Identify demand and supply and gap Cite source of Labor Market Information

Local Investment Planning Efforts:

[EC§88823(f)] Community College Districts participating in a consortium shall utilize their region's plan to inform local campus planning efforts to implement career technical education courses, programs, and pathways and integrate available local, regional, state, and nonpublic resources to ensure that students will achieve successful workforce outcomes.

Regional Investment Shall -- [EC 88823(b)(3-7)] review for the following:

Summary of Local Share Investments by Sector

Regional/Sub Regional Labor Market Information

Supply & Demand Table with Living Wage Occupations

Other Establish Questions & Agenda for Collaborative Regional Planning

Are priority and emergent sectors for the region still the same?

What more must be done for students to move through the region's career pathways in the sectors?

How will job placement, internships, and regional industry engagement be coordinated?

How can industry inform and co-invest in CTE?

Certifications: $[EC\S 88824(d)(5)(A-C)]$ Community College Districts will certify that the use of funds will meet the intent of the program to accomplish **all** of the following:

- (A) Increase the number of students in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes.
- (B) Increase the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes.
- (C) Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning.

Regional Share Plan [EC §88823 (h)]

Each region's plan shall be for the primary purpose of informing the development of strategies related to career technical education and workforce development courses, programs, and pathways. Each region's plan shall reflect strategies to efficiently and effectively utilize any available public and private resources, including funds for the Career Technical Education Pathways Program established in Part 52 (commencing with Section 88530), in a manner that better aligns career technical education courses, programs, and pathways with the needs of their regional economies.

Regional Share Consortium Shall:

- [EC§88824(c)(1) & §88823(b)(1)] each consortium shall select a CCD to be fiscal agent.
- [EC§88824(f)] a consortium shall allocate funds only to CCDs.
- [EC§88823(b)(2] a consortium shall establish
 a governance model for the consortium.
 Fiscal Resources shall be determined
 exclusively by the CCDs participating in the
 consortium.

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

1102 Q STREET, SUITE 4550 SACRAMENTO, CA 95811-6549 (916) 445-8752 http://www.ccco.edu



August 25, 2016

To: Regional Consortium Chairs

From: Matt Roberts, Ed.D. Dean of Field Operations

Workforce and Economic Development Division

Subject: Guidance on use of funds for strong workforce program

This memorandum provides guidance on the use of funds for the strong workforce program.

August 24, 2016 – Scope of Work

Roles and Responsibility

Regional Share Fiscal Agent

The fiscal agent has no authority over decisions on the use of funding, rather the fiscal agent role is to dispense, monitor and audit sub-grants once spending decisions have been authorized by the CTE Regional Consortia as stipulated in Strong Workforce legislation. The district designated as the fiscal agent shall perform the following roles and responsibilities:

- Provide a single-point of contact to act as an embedded member of the CTE Regional Consortium (RC) Team to account for financial operation and control associated with the Regional Share.
- Review sub-awardee applications for compliance with grant terms and requirements. Work with sub-awardees to resolve issues that arise.
- Review sub-award application budgets to ensure that expenditures are allowable under the grant terms and conditions, are properly classified, and that the calculations are correct. Work with sub-awardees to resolve any issues that arise.
- Develop policies, procedures, systems and timelines for disbursement of funds.
- Determine the documentation required to ensure funds are properly accounted for
- Develop systems to track each of the contracts/grants and their status that can be shared with the RCs, the CCCCO grant monitors, and sub-awardees.
- Develop sub-award agreements with each of the sub-awardees that incorporate the contracting requirements of the CCCCO and the Fiscal Agent.
- Provide information, guidelines and technical assistance to sub-awardees.
- Manage the flow of funds to sub-awardees by receiving, reviewing and approving claims for funds and ensure that proper documentation
 has been received to verify that what was requested conforms to what was approved when discrepancies occur.
- Issue payments and verify that payments have been received.
- Fulfill reporting requirements by receiving and monitoring quarterly reports and final reports from the sub-awardees.
- Follow-up on missing or incorrect reports. Work with sub-awardees to resolve issues.
- Consolidate reports and report up to the RC/CCCO as required and upon request.
- Conduct sub-recipient monitoring and audits, in accordance with grant requirements and OMB Uniform Guidelines.
- Field questions on allowable expenditures in accordance with any CCCCO guidance
- Review sub-awardees' requests for approval of contracts and sub-agreements, prior to forwarding requests to CCCO for final approval. Provide guidance and direction to the colleges to ensure compliance and facilitate CCCO review and approval, as needed.
- Collaborate with RCs to standardize Strong Workforce related fiscal related and reporting processed, procedures and to develop recommendations and responses to CCCCO.

Expanded Regionalized Coordination:

The chart below shows a regional model funding breakdown that includes the following sources: Perkins 1b and the regional share allocation. Under this model, the CTE Regional Consortia shall use 5% of the regional share allocation for basic operations of the CTE Regional Consortia capacity including any fiscal agency costs. 2% of the 5% regional share operational amount will cover the fiscal agency costs (with amounts adjusted to a maximum of \$200,000 and a minimum of \$100,000. This adjustment affects Regions B, D, & G1). The remaining 3% is then leveraged with the Perkins 1b funds, and becomes the total funds available for RC basic operations and key talent expenditures. These amounts are represented in the last column of the chart.

				From Regional Share	Fiscal Agent Costs	FA Minimum	FA Maximum	Allowable Fiscal Agent Costs*	Regional Share Available for RC	Total Funds for RC
Region	Region	Perkins 1B Leadership	Regional Share	5%	2%	\$ 100,000.00	\$200,000.00	-	Infrastructure	
Α	Northern Inland, Northern Coastal, Greater Sacramento	\$ 370,000.00	\$ 6,970,845.00	\$ 348,542.25	\$ 139,416.90	\$ 100,000.00	\$200,000.00	\$ 139,416.90	\$ 209,125.35	\$ 579,125.35
В	SF/San Mateo, East Bay, Silicon Valley, North Bay, Santa Cruz/Monterey	\$ 370,000.00	\$ 16,675,900.00	\$ 833,795.00	\$ 333,518.00	\$ 100,000.00	\$200,000.00	\$ 200,000.00	\$ 633,795.00	\$ 1,003,795.00
С	Central Valley, Mother lode	\$ 300,000.00	\$ 7,779,382.00	\$ 388,969.10	\$ 155,587.64	\$ 100,000.00	\$200,000.00	\$ 155,587.64	\$ 233,381.46	\$ 533,381.46
D	South Central Coast	\$ 220,000.00	\$ 4,227,548.00	\$ 211,377.40	\$ 84,550.96	\$ 100,000.00	\$200,000.00	\$ 100,000.00	\$ 111,377.40	\$ 331,377.40
E	San Diego & Imperial	\$ 220,000.00	\$ 6,604,171.00	\$ 330,208.55	\$ 132,083.42	\$ 100,000.00	\$200,000.00	\$ 132,083.42	\$ 198,125.13	\$ 418,125.13
F	Inland Empire & Desert	\$ 220,000.00	\$ 7,703,557.00	\$ 385,177.85	\$ 154,071.14	\$ 100,000.00	\$200,000.00	\$ 154,071.14	\$ 231,106.71	\$ 451,106.71
G1	Los Angeles	\$ 185,000.00	\$ 18,631,147.00	\$ 931,557.35	\$ 372,622.94	\$ 100,000.00	\$200,000.00	\$ 200,000.00	\$ 731,557.35	\$ 916,557.35
G2	Orange County	\$ 185,000.00	\$ 7,407,450.00	\$ 370,372.50	\$ 148,149.00	\$ 100,000.00	\$200,000.00	\$ 148,149.00	\$ 222,223.50	\$ 407,223.50
		\$ 2,070,000.00	\$ 76,000,000.00	\$ 3,800,000.00	\$ 1,520,000.00		_	\$ 1,229,308.10	\$ 2,570,691.90	\$ 4,640,691.90
	* 2% or a ceiling of \$200,000 and a floor of \$100,000									Chart A

Budget Development Guidance/Fiscal Agent fees

As you continue budget development, please consider the following points:

- The total amount taken from the regional share allocation is 5%. Of this amount, the fiscal agency costs shall be capped at 2% (=40% of the 5%) or a maximum of \$200,000 and a minimum of \$100,000 for each region, leaving 3% (=60% of the 5%) to cover regional consortium costs.
- Indirect cannot be taken on any part of the 5% funds. The 2% (with a max of \$200,000 and a min of \$100,000) shall fund the fiscal agent operational costs such as office space, network support, copier use, personnel, etc. The 3% (along with the Perkins 1B allocation) will fund the regional consortium operational costs such as clerical/office staff, travel, meeting facilitation, etc.
- Perkins 1B funds should be used to pay for Key Talent costs, such as the RC salaries. Keep in mind that these funds have a 4% indirect being charged to the each of these grants.
- If 5% of the regional allocation is for fiscal agent and regional consortium costs, and 85% of the regional allocation is for more and better CTE program(s). The remaining 10% covers soft costs associated with Task Force recommendations should not be used to build regional consortium capacity or infrastructure. This percentage should be used for the following:
 - o Region-wide outreach to employers with ultimate goal of increasing internships/hires
 - Region-wide outreach to students/parents about CTE options
 - Additional data-related needs
 - Professional development for curriculum approval

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: May 13, 2019
Re:	Approval of Sub-Agreement between RSCCD and V College District to award the Industry Sector Project the Key Talent Administration and Sector Strategy F	s in Common (ISPIC) funded by
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 in the *Doing What Matters* Framework, as well as for other special projects and partners.

ANALYSIS

Industry Sector Projects in Common (ISPIC) are designed to engage colleges in implementing projects that are prioritized and informed by industry. The combined efforts of the project partners serve to take strategic work to scale, and strengthen the alignment between the colleges and industry to collaboratively inform the development and implementation of career education.

The Chancellor's Office has allocated funds for ISPIC projects for each of the ten industry sectors. The statewide Sector Navigators will use these funds or allocate funds to college and other partners to implement ISPIC projects approved by the Chancellor's Office. An ISPIC project has been created for the following sector:

Sector	College/District	Agreement#	Amount
Agriculture, Water and Environmental Technologies	Ventura College	DO-18-2565-109	\$16,848

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

RECOMMENDATION

It is recommended that the Board approve 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: \$16,848 (grant-funded)	Board Date: May 13, 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 VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

This grant sub-agreement (hereinafter "Agreement") is entered into on this 13th day of May, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and 12-Ventura County Community College District, on behalf of **Ventura College** (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 "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 for Jobs and the Economy* 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 participate in an Industry Sector Project in Common (ISPIC) for Agriculture, Water and Environmental Technologies, 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. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to achieve the Project's goals for data management and capacity development until June 30, 2020.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$16,848 USD.

Agreement No. DO-18-2565-109 ISPIC Grant No. 18-207-001 5.3 (2) Page 1 of 7

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

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

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed under Article I.3. "Total Cost."

7. Invoices

SUBCONTRACTOR must submit one invoice for payment for the total cost of the Agreement. The invoice will be reviewed and approved by the PRIME SPONSOR and then paid by RSCCD. The invoice must include the Agreement number (refer to footer), and should be submitted via e-mail to RS@cccco.edu, and include the subject line: "Invoice Enclosed – District Acronym/ISPIC-[SECTOR NAME]-18-207-001."

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

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

10. Independent Contractor

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

11. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

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

13. Audit

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

14. Mutual Indemnification

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

15. Termination

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

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event

that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

16. Disputes

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

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

17. Notices

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

RSCCD: Primary Contact:

Sarah Santoyo Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706 (714) 480-7466; <u>santoyo_sarah@rsccd.edu</u>

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: Felicia Dueñas

Title: Dean, Career Education II

Address: Office: MCW-315

4667 Telegraph Road Ventura, CA 93003

Phone: (805) 289-6430 Email: <u>fduenas@vcccd.edu</u>

Fiscal Representative:

Name: Larry Maher

Title: Supervising Financial Analyst, VCCCD

Address: 761 East Daily Road, Suite 200

Camarillo, CA 93010

Phone: (805) 652-5542 Email: lmaher@vcccd.edu

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 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: Ventura County Community College District		
By:		By:		
Name:	Peter J. Hardash	Name:		
Title:	Vice Chancellor Business Operations/Fiscal Services	Title:		
Date:		Date:		
Board A	pproval Date: May 13, 2019			
			Employer/Taxpayer Identification Number (EIN)	

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 07/18 and Article II, Rev. 05/14 (link)

(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 #8.)



APPENDIX B

GRANT TYPE: GRANT RENEWAL

The following information are linked throughout the forms package:

DISTRICT (Grantee): Ventura County CCD Please select District

COLLEGE: Ventura College or N/A

PROJECT: ISPIC Agri, Water, Environmental Tech

Please select Project

FISCAL YEAR: 2018/2019

Agreement Number: 18-2565-109 an agreement number will be assigned by fiscal agent

FUNDING SOURCE: Key Talent & Sector Strategy/Econ Dev Program

Requested Amount: \$ 16,848

APPENDIX B

PROJECT: ISPIC Agri, Water, Environmental Tech

COLLEGE: Ventura College

FISCAL YEAR: 2018/2019 RFA Number: 18-2565-109

CONTACT PAGE

District:	Ventura County Community College District				
Address:	761 East Daily Road, Suite 200				
City:	Camarillo	State	CA	Zip	93010
District Su	perintendent/President (or authorized designee)				
Name:	Greg Gillespie	Phone:	805-652-	5500	
Title:	Chancellor	Fax:			
E-mail Add	ress: ggillespie@vcccd.edu				
Responsib	ole Administrator (Should not be the same as Project Director)				
Name:	Felicia Duenas	Phone:	805-289-	6430	
Title:	Dean, Career Education II	Fax:			
E-mail Add	ress: <u>fduenas@vcccd.edu</u>				
Project Dir	rector (Person responsible for conducting the daily operation of the grant)				
Name:	Jennifer Garner	Phone:	805-289-	6530	
Title:	Associate Professor, Biology	Fax:			
E-mail Add	ress: jgarner@vcccd.edu				
Person Re	sponsible for Data Entry				
Name:	Leticia Rodriguez	Phone:	805-289-	6535	
Title:	Grant Director, Strong Workforce CTE Division	Fax:			
E-mail Add	ress: <u>Irodriguez1@vcccd.edu</u>				
District Ch	ief Business Officer (or authorized designee)				
Name:	Larry Maher	Phone:	805-652-	5542	
Title:	Supervising Financial Analyst, VCCCD	Fax:			
E-mail Add	ress: <u>Imaher@vcccd.edu</u>				
Person Re	sponsible for Budget Certification				
Name:	Leticia Rodriguez	Phone:	805-289-	6535	
Title:	Grant Director, Strong Workforce CTE Division	Fax:			
E-mail Add	ress: rodriguez1@vcccd.edu				

5.3 (10)

<u>APPENDIX B</u>

PROJECT: ISPIC Agri, Water, Environmental Tech

DISTRICT: Ventura County CCD

COLLEGE: Ventura College

FISCAL YEAR: 2018/2019 RFA NUMBER: 18-2565-109

APPLICATION BUDGET SUMMARY

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

Object of Expenditure			Classification Line	Line	TOTAL PROGRAM FUNDS REQUESTED	Match
			\$ 16,848	\$ 16,848		
1000	INSTRUCTIONAL SALARIES	1	\$ 8,200	\$ 16,848		
2000	NONINSTRUCTIONAL SALARIES	2	\$ 0	\$ 0		
3000	EMPLOYEE BENEFITS	3	\$ 0	\$ 0		
4000	SUPPLIES AND MATERIALS	4	\$ 500	\$ 0		
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 0	\$ 0		
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0		
7000	OTHER OUTGO	7	\$ 7,500	\$ 0		
	TOTAL DIRECT COSTS:	8	\$ 16,200	\$ 16,848		
TOTAL	INDIRECT COSTS (Not to Exceed 4% of Direct Cost): 4%	9	\$ 648			
	TOTAL COSTS:	10	\$ 16,848	\$ 16,848		

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 CCCCO.

Project Director:

Name: Jennifer Garner

Authorized Signature:

Date: 43510.0

District Unier Business Officer (or authorized designee):

Name: Larry Maher

Title: Associate Professor, Biology

Date: 43510.0

Title: Supervising Financial Analyst, VCCCD

Authorized Signature:

Date: Date:

CCCCO Forms Package 3-2017

5.3 (11)

APPENDIX B

Please Note:

To avoid rounding issues, please key only whole numbers and not cents.
Cents may also be created when using

formulas. If this happens, type over the calculated amount within the cell.

PROJECT: ISPIC Agri, Water, Environmental Tech

DISTRICT: Ventura County CCD

COLLEGE: Ventura College

FISCAL YEAR: 2018/2019 RFA NUMBER: 18-2565-109

APPLICATION BUDGET DETAIL SHEET

	APPLICATION BUDGET DETAIL SHEET	FUNDS BEQUESTED
Object of	Classification	FUNDS REQUESTED
Expenditure	Ciassification	Key Talent & Sector \$ 16,848
	Professional Expert Intstuctors for training courses	, , , , ,
4000	PCQI - Human Food: Instructor Expenses for 16 hours over 2 days \$1,900, books and	
1000	supplies per student \$110, 20 students.	4,100
	PCQI - Animal Food (Livestock):Instructor Expenses for 16 hours over 2 days \$1,900,	4,100
	books and supplies per student \$110, 20 students.	·
2000		
	Employee Benefits	
	• •	
3000		
	Supplies and Materials	
		500
4000	HACCP materials printing	500
	Other Operating Eugenese and Services	
	Other Operating Expenses and Services	
5000		
0000		
	Capital Outlay	
6000		
0000		
	Other Outgo	
7000	Faculty conference/training travel - Food Safety Summit, NA Food Safety and Quality: travel, lodging, per diem and registra	4,000
	Agriculture Student travel - FPFC/PMA & CA Food Producers: lodging, travel, per diem, and registration costs	3,500
	and regionation code	16,200
	TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):	648
	TOTAL COSTS:	16,848
	101AL 00313.	5.3 (12)

5.3 (12)

APPENDIX B

Please Note:

To avoid rounding issues, please key only whole numbers and not cents.
Cents may also be created when using formulas. If this happens, type over the calculated amount within the cell.

PROJECT: ISPIC Agri, Water, Environmental Tech

DISTRICT: Ventura County CCD

COLLEGE: Ventura College

FISCAL YEAR: 2018/2019 RFA NUMBER: 18-2565-109

APPLICATION BUDGET DETAIL SHEET MATCH

Object of Expenditure	Classification	Match Amount
	Salary matching	\$ -
1000	Dorothy Farias, Agriculture Faculty	\$ 9,924
	Jennifer Garner, Biotechnology Faculty	\$ 6,924
		\$ -
2000		\$ -
		\$ -
		\$ -
3000		\$ -
		\$ -
		•
4000		_
5000		-
		\$ -
		-
6000		\$ -
		-
7000		\$ -
	TOTAL INDIDECT COSTS:	\$ 16,848
	TOTAL INDIRECT COSTS (Not to Exceed % of Direct Costs): TOTAL COSTS:	
	TOTAL COSTS.	\$ 16,848

APPENDIX B

PROJECT: ISPIC Agri, Water, Environmental Tech

DISTRICT: Ventura County CCD

COLLEGE: Ventura College

FISCAL YEAR: 2018/2019 RFA NUMBER: 18-2565-109

Statement of Work (Annual Workplan) Objectives/Common Metrics

Objective:

Data collection and professional development activities will be conducted to build a food safety certificate at Ventura College in a collaboration between the Agriculture and Biotechnology programs. We will provide a series of industry trainings for third party certifications aligned with Food Safety Modernization Act (FSMA) regulations for agriculture and food packing/production for the purpose of industry outreach, faculty professional development, and data collection on local demand for such trainings. Data collected will quide curriculum development of a for-credit food safety certificate of achievement at Ventura College.

Strong Workforce Metrics:

Select:

1)

• Number of course enrollments: The number of registrations in courses - not-for-credit course offerings to serve as pipeline for students to credit courses in degree granting food safety program.

Select: 6)

• Job closely related to field of study: The proportion of students who reported that their current job is close or very close to their field of study - not-for-credit co

that their current job is close or very close to their field of study - not-for-credit courses will provide industry certification for job placement and/or advancement.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	, , ,	HACCP training will provide foundation for participants in PCHF and PCAF trainings. HACCP training courses will provide increased opportunities for outreach to local industry and data	August 2019 January 2020	Jennifer Garner
1.2		Ventura College faculty will receive training for professional development. Pilot course will serve as industry outreach by serving employees from local companies. Data will be collected through end-of-training participant surveys to determine future demand for such training courses at Ventura College.	November 2019	Jennifer Garner

Objective:

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Agri, Water, Environmental Tech

DISTRICT: Ventura County CCD

COLLEGE: Ventura College

FISCAL YEAR: 2018/2019 RFA NUMBER: 18-2565-109

Statement of Work (Annual Workplan) Objectives/Common Metrics

Data collection and professional development activities will be conducted to build a food safety certificate at Ventura College in a collaboration between the Agriculture and

	food packing/production for the purpose of industry outreach, fa e curriculum development of a for-credit food safety certificate o	• •	emana for such trainings.	Data concetcu wiii
1.3	Offering trainings that comply explicitly with FSMA course requirements through FSPCA that would provide the participant with a FSMA Preventative Control Qualified Individual (PCQI) Certificate of Completion specific for animal food production after completing a 20 hour class over 2.5 days.	Ventura College faculty will receive training for professional development. Pilot course will serve as industry outreach by serving employees from local companies. Data will be collected through end-of-training participant surveys to determine future demand for such training courses at Ventura College.	February 2020	Jennifer Garner
1.4	FPFC/PMA & CA Food Producers: Funds will provide for student transportation, room and board on a tour of CP SLO to introduce students to opportunities for transfer and career pathways in food safety, agriculture and biotechnology.	Increase student interaction with industry leaders and awareness of current issues in food safety. Career development opportunities for students.	July 2019 (FPFC/PMA Expo) May 2020 (Food Safety Summit)	Dorothy Farias
1.5	Food Safety Summit & NA Food Safety and Quality: conference travel is requested for faculty to update CE program development strategies in order to increase access to continuous workforce improvement and basic skills instruction for Ventura County incumbent workers and certificate of achievement for Ventura College students.	Professional development to provide faculty with current information on food safety regulations and indusry standards. Networking opportunity with food safety experts.	January 2020 (CA Food Producers Conf.) June 2020 (NA Food Safety and Quality)	Jennifer Garner Dorothy Farias

STATE OF CALIFORNIA

ELOY ORTIZ OAKLEY, CHANCELLOR

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

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



October 21, 2017

To: Chief Executive Officers

Chief Instructional Officers Chief Student Services Officers Career Education (CTE) Deans

Regional Consortia Chairs & Other WED Grantees

From: Van Ton-Quinlivan Vice Chancellor,

CCCCO Workforce & Digital Futures

CC: Javier Romero, Dean, CCCCO Workforce & Economic Development

CCCCO WED Leadership & Staff

Sector Navigators, Deputy Sector Navigators

Subject: Match Dollars to Promote Industry Sector Projects-in-Common

Year 2 of the Strong Workforce Program

INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)

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

Our <u>network of Sector Navigators</u> will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

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

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

HOW DO I SEEK OUT THE MATCH?

EXHIBIT B

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

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

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

QUESTIONS can be directed to ispics@cccco.edu

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: May 13, 2019
Re:	Approval of Sub-Agreement between RSCCD and Feather R District for the K12 Strong Workforce Program Grant	iver Community College
Action:	Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program Initiative (#18-205-011), funded by the California Community Colleges, Workforce and Economic Development (WED) Division, to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

ANALYSIS

The Chancellor's Office has allocated \$1,520,000 to support K-14 Pathway Technical Assistance Providers (K14 TAPs) to be hosted in each region, as part of the infrastructure to support the K12 Strong Workforce Program. Each host will receive \$190,000 to support the K14 TAP; a Regional Consortium host district, a college or community college district, or another allowable host, e.g., a Local Educational Agency, may serve as a host for the K14 TAP. The Regional Consortia are tasked with identifying the K14 TAP hosts, so that RSCCD, the fiscal agent, can develop agreements with the hosts.

The North Far North Regional Consortium has confirmed that Feather River College will serve as the host for the K14 TAP for their region. An agreement (DO-18-2559-09) with Feather River Community College District has been developed accordingly.

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

RECOMMENDATION

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

Fiscal Impact: \$190,000 (grant-funded)

Board Date: May 13, 2019

Prepared by: Sarah Santoyo, Assistant Vice Chancellor of Educational Services

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 FEATHER RIVER COMMUNITY COLLEGE DISTRICT

This grant sub-agreement (hereinafter "Agreement") is entered into on this 13th day of May, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and **Feather River Community College District** (hereinafter "SUBCONTRACTOR"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program, Award #18-205-011 (hereinafter "Grant") by the California Community Colleges Chancellor's Office, Workforce and Economic Development Division (hereinafter "Prime Sponsor") to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

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

WHEREAS, SUBCONTRACTOR has agreed to host the K14 Technical Assistance Provider for the North Far North Region and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to implement the Scope of Work (*Exhibit A*), approved by the Prime Sponsor, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions and to perform the work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2019 through December 31, 2020.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$190,000.00.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

SUBCONTRACTOR will submit an invoice for an advance payment of 80%, and a final invoice for payment of the remaining 20%. Payment is contingent upon successful performance of the work, as

approved by the Chancellor's Office. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

Invoices should be submitted via email to <u>RS@cccco.edu</u>, and Sarah Santoyo (<u>Santoyo Sarah@rsccd.edu</u>) and Maria Gil (<u>Gil Maria@rsccd.edu</u>) should be copied on the submission.

The subject line of the email should be written as follows: INVOICE_K14TAP_[name of college district].

6. Reporting

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

7. Expenditure of Grant Funds

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

8. Modifications

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

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 the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

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

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 2323 N. Broadway, Suite 201 Santa Ana, CA 92706 (714) 480-7466; santoyo sarah@rsccd.edu

Fiscal Representative:

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

SUBCONTRACTOR:

Primary Contact:

Derek Lerch, Dean of Instruction/CIO Feather River College 570 Golden Eagle Ave. Quincy, CA 95971 (530) 283-0202, x321, <u>dlerch@frc.edu</u>

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. <u>Legal Terms and Conditions</u>

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

2. <u>Assurances</u>

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

Agreement No. DO-18-2559-09

Grant No. 18-205-011

K12 SWP

5.4 (5)

Page 4 of 6

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.

	O SANTIAGO COMMUNITY GE DISTRICT	SUBCONTRACTOR: Feather River Community College District		
Ву:		Ву:		
Name:	Peter J. Hardash	Name:		
	Vice Chancellor			
Title:	Business Operations/Fiscal Services	Title:		
Date:		Date:		
Board A	Approval Date: May 13, 2019			
		Employer/Taxpayer Identification Number	(EIN)	

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Guidance Memo from the Chancellor's Office

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

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

APPENDIX B

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee):		Please Select District
COLLEGE:		
PROJECT:	K14 Technical Assistance Provider	
FISCAL YEAR:	2019/20	
RFA NUMBER:	18-205-011	
FUNDING SOURCE:	Workforce & Economic Development Division	
PROJECT BUDGET:	\$ 190,000	

EXHIBIT A APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: K14 Technical Assistance Provider

COLLEGE: 0.0

RFA NUMBER: 18-205-011

CONTACT PAGE

District:			
Address:			
City:	State:	CA	Zip:
District Su	uperintendent/President (or authorized designee)		
Name:	Phone:		
Title:	Fax:		
E-mail Add	dress:	_	
Responsil	ble Administrator (Should not be the same as Project Director)		
Name:	Phone:	:	
Title:	Fax:		
E-mail Add	dress:	=	
Project Di	rector (Person responsible for conducting the daily operation of the grant,	·)	
Name:	Phone:		
Title:	Fax:		
E-mail Add	dress:	_	
Person Re	esponsible for Data Entry		
Name:	Phone:		
Title:	Fax:	:	
E-mail Add	dress:	_	
District Ch	nief Business Officer (or authorized designee)		
Name:	Phone:		
Title:	Fax:		
E-mail Add	dress:	_	
Person Re	esponsible for Budget Certification		
Name:	Phone:		
Title:	Fax:		
E-mail Add	dress:		

5.4 (9)

EXHIBIT A

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: K14 Technical Assistance Provider

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

COLLEGE: 0.0

RFA NUMBER: 18-205-011

APPLICATION BUDGET DETAIL SHEET

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

EXHIBIT A APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: K14 Technical Assistance Provider

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

COLLEGE: 0.0

RFA NUMBER: 18-205-011

APPLICATION BUDGET SUMMARY

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

Object of Expenditure	Classification	Line	_	TOTAL PROJECT FUNDS REQUESTED	FUNDING REQUIRES MATCH 0%	
			\$	190,000	\$	-
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

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 CCCCO.

Project Director:	
lame:	Title:
Authorized Signature:	Date:
District Chief Business Officer (or authorized designee):	
Name:	- 70.
	Title:

1

Objective:

EXHIBIT A THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: Please Select Project on 'Do First' Tab

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

DISTRICT: Please Select District on 'Do First' Tab

COLLEGE:

FISCAL YEAR: 2017/18
RFA NUMBER: ERROR

Statement of Work (Annual Workplan)

Objectives/Common Metrics

Str	ong Workforce Metrics:			
	Select:			
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.:				
1.3				

EXHIBIT A THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: Please Select Project on 'Do First' Tab

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

DISTRICT: Please Select District on 'Do First' Tab

COLLEGE:

FISCAL YEAR: 2017/18 **RFA NUMBER: ERROR**

Statement of Work (Annual Workplan)

Objectives/Common Metrics

	Objective: 1				
8	Strong Workforce Metrics: Select:				
	#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
	1.3				

3-2017 CCCCO Forms Package



MEMORANDUM

March 25, 2019

19-005 | Via Email

To: Chief Executive Officers

Chief Instructional Officers Chief Student Services Officers

Chief Business Officers

CTE Deans

Regional Consortium Chairs

K12 Local Education Agencies

CC: Sheneui Weber, Vice Chancellor

Division of Workforce and Economic Development

California Department of Education

Division of Workforce and Economic Development Leadership and Staff

From: Matthew Roberts, Ed.D., Dean of Workforce and Economic Development

California Community Colleges Chancellor's Office

Subject: Funding Announcement for Career Technical Education Incentive Grant and K12

Strong Workforce Program Combined Key Field Talent Positions

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

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

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

EXHIBIT B

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

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

Flow of Funding, Applications and Hiring

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

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

K14 Technical Assistance Provider

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

EXHIBIT B

Rollout and Timeline for 2018–2019 K14 Technical Assistance Providers

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

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

Exhibit C

Chancellor's Office, California Community Colleges

GRANT AGREEMENT ARTICLE I

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

ARTICLE II Standard Legal Terms and Conditions

(Revision 5/15/14)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

То:	Board of Trustees	Date: May 13, 2019
Re: Approval of Second Amendment to Sub-Agreement between RSCCD and West for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Techn Assistance Providers Grant		
Action:	Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Grant Award #18-205-011, funded by the California Community Colleges Chancellor's Office (CCCCO), Workforce and Economic Development Division (WEDD), to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

ANALYSIS

The Chancellor's Office and WestEd have agreed to change the terms and conditions of the Agreement, specifically to amend the clauses for Conflict of Interest and Regional and Statewide Regional Projects. Consequently, a second amendment (#DO-18-2559-02.02) to the sub-agreement has been developed to amend these clauses.

To access a copy of the sub-agreement and first amendment, please <u>click here</u>.

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

RECOMMENDATION

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

Fiscal Impact: none	Board Date: May 13, 2019
Prepared by: Sarah Santoyo, Asst. Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SECOND AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND WESTED

This second amendment (hereinafter "Amendment") is entered into on this 13th day of May, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and **WestEd** (hereinafter "SUBCONTRACTOR"), to amend that certain agreement #DO-18-2559-02 (hereinafter "Agreement") dated December 10, 2018, and the First Amendment #DO-18-2559-02.01 dated February 25, 2019, between the parties with a term of November 1, 2018, through December 31, 2020 (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 Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Prime Award #18-205-011 (hereinafter "Grant") to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

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

List of Exhibits will be amended as follows:

Exhibit A: Scope of Work

Exhibit B: Articles I, Rev. 09/18 and Article II, Rev. 05/14 (NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

Exhibit C: Invoice Form and Instructions

Exhibit D: Additional Terms and Conditions (April 2019)

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

Agreement No. DO-18-2559-02.02 K-12 SWP Grant No. 18-205-011 5.5 (2) Page 1 of 4 terms and conditions contained herein and have caused this Second Amendment to be executed as of the day that both Parties have signed the Amendment.

	O SANTIAGO COMMUNITY GE DISTRICT	SUBC	ONTRACTOR: WestEd
By:		By:	
Name:	Peter J. Hardash	Name:	
	Vice Chancellor		
Title:	Business Operations/Fiscal Services	Title:	
Date:		Date:	
Board A	pproval Date: May 13, 2019		
			94-3233542
			Employer/Taxpayer Identification Number (EIN)

List of Exhibits (updated April 2019)

Exhibit A: Scope of Work

Exhibit B: Articles I, Rev. 09/18 and Article II, Rev. 05/14 (NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

Exhibit C: Invoice Form and Instructions

Exhibit D: Additional Terms and Conditions (April 2019)

Exhibit D: Additional Terms & Conditions

The following verbiage is hereby made a part of the Grant Sub-Agreement between Rancho Santiago Community College District and WestEd:

"Conflict of Interest

SUBCONTRACTOR maintains an overarching policy of avoiding potential Organizational Conflicts of Interest ("OCI"). In doing so, WestEd has established a firewall (meaning any and all measures designed to restrict the access to and flow of information) regarding the work under this Agreement between the Key Personnel working under this Agreement and any Key Personnel working directly or on behalf of any California Community College, California Community College District, California Community College Region, or K-12 institution seeking to respond to solicitations for grants under the K-12 Strong Workforce Program."

The following verbiage shall replace and supersede Exhibit B, Article II., Section 16, Statewide or Regional Projects:

"Statewide or Regional Projects

If this Agreement involves provision or coordination, technical assistance, or other services for the California Community Colleges system or for a particular region or group of colleges, Contractor agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

Contractor shall require all employees, consultants, and subcontractors to disclose any conflicts of interest they may have while performing duties under this contract. Contractor shall then notify Project Monitor of any conflicts of interests and the actions taken to resolve the conflict(s)."

Agreement No. DO-18-2559-2.02 Grant No. 18-205-011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

RESOLUTION REQUESTING THE STATE OF CALIFORNIA TO PROVIDE PROPOSITION 51 FUNDING IN FISCAL YEAR 2019-2020 FOR ALL PROJECTS PROPOSED ON THE BOARD OF GOVERNORS' 2019-2020 CAPITAL OUTLAY SPENDING PLAN

Resolution No. 19-08

- **WHEREAS**, the California Community College system is the largest postsecondary system of education in the United States, enrolling approximately 2.1 million students each year at 73 districts; and
- WHEREAS, Article 1, Section 28 of the California Constitution states that public schools, including community colleges, shall be safe, secure and peaceful; and
- WHEREAS, the primary mission of the California Community Colleges is to offer academic and vocational instruction. Colleges may grant associate in arts degrees, associate in science degrees, and select Baccalaureate Degrees; and
- WHEREAS, California Community Colleges also perform essential functions in the State's interest by providing workforce training and improvement services, remedial instruction, English as a Second Language courses, adult noncredit instruction, and community service courses; and
- WHEREAS, on November 8, 2016, voters of California passed Proposition 51, authorizing the State of California to sell \$9 billion worth of statewide school facilities bonds, including \$2 billion to community colleges for construction of new classrooms to accommodate enrollment growth, repair of health and safety issues, equipping classrooms with essential technology, and renovation of facilities; and
- **WHEREAS**, the California Community Colleges Chancellor's Office estimates unmet community college facilities needs of approximately \$30.4 billion through 2023-2024; and
- WHEREAS, less than half of the available \$2 billion provided by Proposition 51 has been committed to critical community college capital outlay projects, despite significant facilities needs; and
- **WHEREAS**, the Board of Governors approved the 2019-2020 Capital Outlay Spending Plan in September 2018, including 39 new community college capital outlay projects worth \$690 million in State funding through construction; and
- **WHEREAS**, these capital outlay projects are vital to student success, ensuring students receive the education and training needed to obtain a degree or certificate, or to transfer to a four-year university; and
- **WHEREAS**, the 2019-2020 Capital Outlay Spending Plan proposes continuing funding for a Rancho Santiago Community College District project worth \$19,192,000 for the construction phase of the Russell Hall Replacement Project (Health Sciences); and

DATED the 13th day of May, 2019.

WHEREAS, community colleges face rising construction cost escalation the longer the State delays funding priority capital outlay projects, resulting in fewer students having access to new and renovated facilities from Proposition 51; and

WHEREAS, the federal government is increasing interest rates, resulting in higher taxpayer interest costs for school bonds the longer the state delays funding critical projects; and

WHEREAS, quality community college facilities enhance the education and training of a skilled 21st Century workforce, in furtherance of the State's academic and economic goals.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Rancho Santiago Community College District requests the State of California to provide Proposition 51 funding in Fiscal Year 2019-2020 for all projects proposed on the Board of Governors' 2019-2020 Capital Outlay Spending Plan, including 39 new capital outlay projects.

Ayes:	
Noes:	
Absent:	
Abstain:	
	Raúl Rodríguez, Ph.D.
	Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET MANAGEMENT/ACADEMIC May 13, 2019

MANAGEMENT

Employment Agreement/Attachment #1

Dower, Kellori Dean, Fine & Performing Arts Division Santa Ana College

Change of Department

Torres, Jetzamina Effective: May 20, 2019
Director, Special Programs Salary Placement: H-2 \$96,654.74/Year
From: Business Career Technology (Reorg #1121)
To: Student Services
Santiago College

FACULTY

Appointment

Kapil, Jill Effective: July 31, 2019
Psychologist/Assistant Professor Tentative Salary Placement: VII-8 \$99,660.82/Year
Health & Wellness Center (Requisition #AC19-0719)
Student Services
Santa Ana College

Ratification of Resignation/Retirement

Cordoba, Luz

Master Teacher

SAC Early Childhood Education Center
Child Development Services

Effective: July 7, 2019 (Last Day)

Reason: Retirement

District

Nguyen, Steven
Assistant Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 9, 2019 (Last Day)
Reason: Resignation

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET May 13, 2019

FACULTY (CONT'D)

Adjusted End Date for Sabbatical Leave (Fall Only)

Simbro, Teresa

Professor/Coordinator, Nursing/National
Council Licensing Examination/Technology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 19 – December 14, 2019
Salary Placement: VI-C \$121,516.12/Year
(Prorate at 80%)

2018/2019 Contract Extension Days

Galvan, Juana

Assistant Professor/Counselor

Extended Opportunities Programs & Services

Counseling & Student Support Services Division

Santiago Canyon College

Effective: June 11 – June 13, 2019

Contract Extension: 3 Days

Extension Rate: III-8 \$394.95/Day

Reason: Counseling

Perry, Janis
Professor/Counselor
Counseling & Student Support Services Division
Santiago Canyon College

Effective: June 11 – June 13, 2019
Contract Extension: 3 Days
Extension Rate: IV-16 \$516.83/Day
Reason: Instruction

Beyond Contract/Overload Stipends

Bradley, Kyle
Associate Professor, Math
Science, Mathematics, & Health
Sciences Division
Santa Ana College

Effective: February 11, 2019
Amount: \$1,000.00
Reason: Program Facilitation-Math
(Project #1682)

Lamourelle, Chantal

Assistant Professor, Human Development
Human Services & Technology Division
Santa Ana College

Reason: Other Instructional Support Services-Human
Development-CA Early Childhood Mentor Program
(Project #1214)

Romero, Martin
Associate Professor, Math
Science, Mathematics, & Health
Sciences Division
Santa Ana College

Effective: February 11, 2019
Amount: \$3,000.00
Reason: Program Facilitation-Math
(Project #1682)

FACULTY (CONT'D)

Beyond Contract/Overload Stipends (cont'd)

Solheid, Christa Effective: February 11, 2019
Professor, Math Amount: \$1,000.00

Science, Mathematics, & Health Reason: Program Facilitation-Math

Sciences Division (Project #1682)

Santa Ana College

Adjusted Beyond Contract/Overload Stipend

McLean, Stephen Effective: November 7, 2018

Associate Professor, Water Utility Science From: \$360.00

Business & Career Technical To: \$540.00

Education Division Reason: Matriculation/Student Assessment

Santiago Canyon College (Project #2380)

Part-time/Hourly New Hires/Rehires

Alexander, Robert C Effective: June 17, 2019 Instructor, Kinesiology Hourly Lab Rate: II-3 \$55.35

Kinesiology, Health & Athletics Division

Santa Ana College

Barba, Justin M Effective: May 09, 2019

Instructor, Criminal Justice/Mobile Field Force Hourly Lecture/Lab Rates: I-3 \$56.58/\$52.71

Human Services & Technology Division

Santa Ana College

Breceda, Larry J Effective: June 01, 2019

Instructor, Public Works/Code Enforcement Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Business & Career Technical Education Division Santiago Canyon College

Human Services & Technology Division

Carranza, Ernesto Effective: May 06, 2019

Instructor, High School Subjects
Continuing Education Division (CEC)
Hourly Lecture Rate: I-3 \$50.25

Santa Ana College

Dsouza, Steven A Effective: May 05, 2019

Instructor, Criminal Justice/CPR/First Aid Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Santa Ana College

FACULTY (CONT'D)

Part-time/Hourly New Hires/Rehires (cont'd)

Nguyen, Hoc Effective: August 19, 2019 Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Instructor, Automotive Technology Human Services & Technology Division

Santa Ana College

Puhek, Philip I Effective: May 09, 2019

Instructor, Criminal Justice/CPR/First Aid Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Human Services & Technology Division

Santa Ana College

Rowe, Brian C Effective: May 09, 2019

Instructor, Criminal Justice/Firearms Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71 Human Services & Technology Division

Santa Ana College

Tran, Thi Effective: May 09, 2019

Instructor, Vocational/Certified Nursing Assistant Hourly Lecture Rate: II-3 \$51.51

Continuing Education Division (OEC)

Santiago Canyon College

Vaughn, Karen E Effective: May 13, 2019

Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Mathematics & Sciences Division

Santiago Canyon College

Non-paid Instructor of Record

Sandoval Lomeli, Isela Effective: March 25, 2019

Instructor, Workforce Preparation for

Adults with Disability

Instructor Service Agreement with

Goodwill of Orange County

Orange Education Center (OEC)

Santiago Canyon College

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

- 1. <u>Parties.</u> The Rancho Santiago Community College District ("District"), on the one hand, and <u>Kellori Dower</u> ("Administrator"), on the other hand, hereby enter into this Educational 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. <u>Position</u>. District hereby employs Administrator in the position of <u>Dean of Fine and Performing Arts Division at Santa Ana College</u> ("Position"). Administrator is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" 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. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing <u>June 17, 2019</u> and ending <u>June 30, 2020</u>. 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. <u>General Terms and Conditions of Employment</u>. 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. <u>Duties and Responsibilities</u>. 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. <u>Transfer, Reassignment, or Title Change</u>. 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. <u>Salary.</u> District shall pay an annual salary to Administrator in the amount of \$140,862.79 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. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.
- 8. <u>Work Year</u>. 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. <u>Health and Welfare Benefits</u>. 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. <u>Vacation</u>. 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. <u>Leaves.</u> Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.
- 12. <u>Teaching Assignments</u>. 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. <u>Evaluation</u>. 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.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.
- 16. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

Page 2 of 4 6.1 (6)

- 17. <u>Dismissal or Imposition of Penalties During the Term of this Agreement.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, 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.
- 18. <u>Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 19. **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.
- 20. <u>Buy-Out of Agreement.</u> Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 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.
- 21. <u>Medical Examination</u>. 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.
- 22. <u>Severability</u>. 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.
- 23. **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.
- 24. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

- 25. 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 if 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".
- 26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

For District	Date
Administrator	 Date

The Parties have duly executed this Agreement on the dates indicated below.

Board Approval Date: May 13, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET CLASSIFIED MAY 13, 2019

CLASSIFIED

New Appointment

Bui, Hieu Effective: April 29, 2019 Accountant (CL19-1251) Grade 13, Step 5 \$64,014.75 Fiscal Services/ District

<u>Professional Growth Increments</u>

Tse, En The Effective: June 1, 2019

Auxiliary Services Specialist/ Continuing Grade 10, Step 6 + 5%L + 10 PG (5000)

Ed./ OEC \$65,989.98

Vazquez, Reyes Effective: June 1, 2019

Curriculum Specialist/ Academic Affairs/ Grade 13, Step 6 + 12.5%L + 11 PG (5500)

SAC \$81,152.09

Change in Salary Placement

Quinonez Tapia, Edgar Effective: May 6, 2019
Sr. District Safety Officer/ District Grade 13, Step 4 \$60,974.92

Change in shift to Day

Urbina, Thomas Effective: May 6, 2019

Sr. District Safety Officer/ District Grade 13, Step 4 + 7.5%GY \$65,548.04

Change in shift to Graveyard

Ratification of Resignation/Retirement

Chen, Yusue Effective: June 3, 2019 Applications Specialist III/ ITS Reason: Retirement

Hill, Diane Effective: July 12, 2019 Risk Management Specialist/ Risk Reason: Retirement

Management/ District

HUMAN RESOURCES CLASSIFIED DOCKET MAY 13, 2019

CLASSIFIED HOURLY

New Appointments

Chacon, Benjamin Effective: May 7, 2019

District Safety Officer (CL19-1244) Up to 19 Hours/Week School Session

District Safety/ SCC Grade 9, Step A \$20.85/Hour

DeVera, Breanna Effective: PENDING

Instructional Assistant (CL19-1271) Up to 19 Hours/Week School Session

Science & Math/ SCC Grade 5, Step A \$17.85/Hour

Professional Growth Increments

Khan, Khadija Effective: June 1, 2019

Student Program Specialist/ Scholarship Grade 10, Step A + 3PG (750)

Office/ SAC \$21.80/Hour + \$62.50/Mo. PG

Leave of Absence

Tran, Vien Effective: 08/12/19 - 08/23/19

Publications Assistant/ Human Services & 12/16/19 – 12/20/19

Tech./ SAC 01/06/20 - 01/17/20 02/03/20 - 02/07/20

06/08/20 - 06/26/20

Reason: Non Work Days for 10 Month

Contract

Ratification of Resignation/Retirement

Ahumada, Edith Effective: May 3, 2019 Student Services Specialist/ Student Reason: Resignation

Services/ SCC

TEMPORARY ASSIGNMENT

Nguyen, Christine Effective: 05/14/19 - 06/30/19

Custodian/ Facility Planning/ District

Additional Hours for Ongoing Assignment

Nieto, Vicente Effective: 04/05/19 - 06/30/19

Custodian/ Facility Planning/ District Not to exceed 19 consecutive working

days in any given period.

HUMAN RESOURCES CLASSIFIED DOCKET MAY 13, 2019

Additional Hours for Ongoing Assignment cont'd

Ontiveros, Tara Effective: 04/01/19 - 04/05/19

Student Services Specialist/ Student Not to exceed 19 consecutive working

Services/ SCC days in any given period.

Substitute Assignments

Cuevas, Manuel Effective: 04/08/19 - 06/30/19

Admissions & Records Spec. I/

Continuing Ed./ CEC

Marquina, Anthony Effective: 04/09/19 - 06/30/19

Custodian/ Custodial/ SCC

MISCELLANEOUS POSITIONS

Chou, Grace Effective: 06/03/19

Community Services Presenter/

Continuing Ed./ OEC

Friesen, Ryan Effective: 06/03/19

Community Services Presenter/

Continuing Ed./ OEC

Hensley, Michelle Effective: 06/03/19

Community Services Presenter/

Continuing Ed./ OEC

Quinonez, Dahlia Effective: 06/03/19

Community Services Presenter/

Continuing Ed./ OEC

Viana, Alejandra Effective: 04/22/19 - 06/30/19

Presenter I/ Business & Career Tech. Ed./

SCC

Instructional Associates/Associate Assistants

Criminal Justice

Delarosa, Rene Effective: 05/14/19

Contreras, Roberto Effective: 05/14/19

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HUMAN RESOURCES CLASSIFIED DOCKET MAY 13, 2019

Instructional Associates/Associate Assistants cont'd

Fire Technology

Marnocha, Nicholas Effective: 04/16/19

Revised start date

Nursing

Espinoza, Cindy Effective: 04/22/19

COMMUNITY SERVICE PRESENTERS

Stipends Effective January 11 – February 10, 2019

Adney, Curtis Amount: \$ 187.57

Dewberry, Dorianne Amount: \$ 105.00

Fischermilitaru, Mariana Amount: \$ 253.75

Hardy, Kamillia Amount: \$ 129.92

Nolasco, Jeffrey Amount: \$ 175.00

Samaniego, Adriel Amount: \$ 180.00

Watson, Katherine Amount: \$ 66.00

Stipends Effective February 11 – March 10, 2019

Dewberry, Dorianne Amount: \$ 420.00

Fischermilitaru, Mariana Amount: \$ 577.50

Hardy, Kamillia Amount: \$ 194.88

Raslan, Nayrouz Amount: \$ 2,925.00

Samaniego, Adriel Amount: \$ 270.00

Stipends Effective March 11 - April 10, 2019

McLean, Stephen Amount: \$ 440.00

HUMAN RESOURCES CLASSIFIED DOCKET MAY 13, 2019

SANTA ANA COLLEGE STUDENT ASSISTANT LIST

Arroyo, Jesus A. Effective: 04/23/19-06/30/19
Le, Mary T. Effective: 04/23/19-06/30/19
Robles, Esmeralda Effective: 05/01/19-06/30/19

SANTIAGO CANYON COLLEGE STUDENT ASSISTANT NEW HIRE LIST

Bailey, Evan Effective: 04/25/2019–06/30/2019