

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Monday, June 11, 2018**  
**2323 North Broadway, #107**  
**Santa Ana, CA 92706**

**District Mission**

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

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

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

**Americans with Disabilities Acts (ADA)**

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

**A G E N D A**

**1.0 PROCEDURAL MATTERS**

**4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Administration of Oath of Allegiance to Elizabeth M. Weber, 2018-2019 Student Trustee

1.4 Recognition of Classified Staff

1.5 Approval of Additions or Corrections to Agenda

**Action**

1.6 Public Comment

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

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

1.7 Approval of Minutes – Regular meeting of May 14, 2018

**Action**

1.8 Approval of Consent Calendar

**Action**

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

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

1.9 Public Hearing – 2018-2019 Tentative Budget

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from Student Trustee

2.2 Reports from Student Presidents

- Student activities

2.3 Report from Classified Representative

2.4 Reports from Academic Senate Presidents

- Senate meetings

2.5 Reports from College Presidents

- Enrollment
- Facilities
- College activities
- Upcoming events

2.6 Report from the Chancellor

2.7 Reports from Board Committee Chairpersons

- Board Facilities Committee

2.8 Presentation regarding Analysis of Economic Impact and Return on Investment of Education

**3.0 INSTRUCTION**

\*3.1 Approval of Subscription Agreement with Regroup Mass Notification Action  
The administration recommends approval of the subscription agreement with Regroup Mass Notification.

\*3.2 Approval of Agreement with Southwest Community Center Service on behalf of Santa Ana College (SAC) Action  
The administration recommends approval of the agreement with Southwest Community Center Service located in Santa Ana, California, on behalf of SAC.

\*3.3 Approval of New Educational Affiliation Agreement with Early Learning Partners, LLC Action  
The administration recommends approval of the new educational affiliation agreement with Early Learning Partners, LLC located in Ventura, California as presented.

\*3.4 Approval of New Educational Affiliation Agreement with Speech and Language Development Center Action  
The administration recommends approval of the new educational affiliation agreement with Speech and Language Development Center located in Buena Park, California, as presented.

\*Item is included on the Consent Calendar, Item 1.8.

- \*3.5 Approval of Educational Affiliation Agreement Renewal with California Association of Health & Education Linked Professions Action  
The administration recommends approval of the educational affiliation agreement renewal with California Association of Health & Education Linked Professions located in Apple Valley, California, as presented.
- \*3.6 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Costa Mesa Fire Department Action  
The administration recommends approval of the standard inter-agency instructional services agreement renewal with the City of Costa Mesa Fire Department located in Costa Mesa, California, as presented.
- \*3.7 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Fountain Valley Fire Department Action  
The administration recommends approval of the standard inter-agency instructional services agreement renewal with the City of Fountain Valley Fire Department located in Fountain Valley, California, as presented.
- \*3.8 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Garden Grove Fire Department Action  
The administration recommends approval of the standard inter-agency instructional services agreement renewal with the City of Garden Grove Fire Department located in Garden Grove, California, as presented.
- \*3.9 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Vernon Fire Department Action  
The administration recommends approval of the standard inter-agency instructional services agreement renewal with the City of Vernon Fire Department located in Vernon, California, as presented.
- \*3.10 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Downey Fire Department Action  
The administration recommends approval of the standard inter-agency instructional services agreement renewal with the City of Downey Fire Department located in Downey, California, as presented.
- \*3.11 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Montebello Fire Department Action  
The administration recommends approval of the standard inter-agency instructional services agreement renewal with the City of Montebello Fire Department located in Montebello, California, as presented.
- \*3.12 Approval of Santiago Canyon College (SCC) Educational Master Plan 2016-2022 Action  
The administration recommends approval of the SCC Educational Master Plan 2016-2022 document.

\*Item is included on the Consent Calendar, Item 1.8.

- \*3.13 Approval of Renewal Agreement with Santa Ana Beauty Academy to operate Santiago Canyon College Cosmetology Program Action  
The administration recommends approval of the renewal agreement with Santa Ana Beauty Academy to operate the SCC cosmetology program.
- \*3.14 Approval of Amendment to Vocational Cosmetology Education Agreement with Santa Ana Beauty Academy Action  
The administration recommends approval of the amendment to the Vocational Cosmetology Education Agreement with Santa Ana Beauty Academy.
- \*3.15 Approval of School Counseling Supervised Unpaid Practicum and Internship Fieldwork Agreement between Chapman University and Santiago Canyon College Action  
The administration recommends approval of the School Counseling Supervised Unpaid Practicum and Internship Fieldwork agreement between Chapman University and SCC.
- \*3.16 Approval of Proposed Revisions for 2018-2019 Santiago Canyon College Catalog Addendum Action  
The administration recommends approval of the proposed revisions for the 2018-2019 SCC catalog addendum as presented.
- \*3.17 Approval of Student Orange County Transportation Authority (OCTA) Bus Fee at Santiago Canyon College Action  
The administration recommends approval of the student OCTA bus fee at SCC as presented.

#### **4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

- \*4.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.
- \*4.2 Approval of Budget Increases/Decreases and Budget Transfers Action  
The administration recommends approval of budget increases, decreases and transfers from May 3, 2018, to May 25, 2018.
- \*4.3 Approval of Agreement with BankMobile Technologies, Inc. Action  
The administration recommends approval of the agreement with BankMobile Technologies, Inc. as presented.
- 4.4 Approval of 2018-2019 Tentative Budget Action  
The administration recommends approval of the 2018-2019 Tentative Budget as presented.

\*Item is included on the Consent Calendar, Item 1.8.

- \*4.5 Approval of Amendment to Agreement with Michael Baker International, Inc. for Topographic Land Survey Consultant Services at District Operations Center Action  
The administration recommends approval of the amendment to the agreement with Michael Baker International, Inc. for topographic land survey consultant services at the District Operations Center as presented.
- \*4.6 Approval of Amendment to Agreement with Lionakis for On-Call Architectural Design Services for Various Projects District-Wide Action  
The administration recommends approval of the agreement with Lionakis for on-call architectural design services for various projects District-wide as presented.
- \*4.7 Approval of Amendment to Agreement with PENCO Engineering, Inc. for On-Call District-Wide Land Survey Services Action  
The administration recommends approval of the amendment to the agreement with PENCO Engineering, Inc. for on-call District-wide land survey services as presented.
- \*4.8 Approval of Agreement with Guidepost Solutions LLC for Door Access Control District-Wide Action  
The administration recommends approval of the agreement with Guidepost Solutions LLC for door access control District-wide as presented.
- \*4.9 Approval of Amendment to Agreement with Dovetail Decision Consultants, Inc. for Furniture and Equipment Consulting Services for Science Center at Santa Ana College Action  
The administration recommends approval of the amendment to the agreement with Dovetail Decision Consultants, Inc. for furniture and equipment consulting services for the Science Center at SAC as presented.
- \*4.10 Approval of Amendment to Agreement with PAL id Studio, Inc. for Furniture and Equipment Design Services for Johnson Student Center, Johnson Relocation to Temporary Village and Building J Relocation Projects at Santa Ana College Action  
The administration recommends approval of the agreement with PAL id Studio, Inc. for furniture and equipment design services for the Johnson Student Center at SAC as presented.
- \*4.11 Approval of Change Order #1 for Agreement for Energy Conservation Services with McCarthy Building Companies, Inc. for New Central Plant Building, Infrastructure and Mechanical Building Upgrades at Santa Ana College Action  
The administration recommends approval of change order #1 for the agreement for energy conservation services with McCarthy Building Companies, Inc. for the new Central Plant Building project at SAC as presented.

\*Item is included on the Consent Calendar, Item 1.8.

- \*4.12 Ratification of Agreement with 3QC, Inc. for Commissioning Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College Action  
The administration recommends the board ratify the agreement with 3QC, Inc. for commissioning consulting services for Russell Hall Replacement at SAC as presented.
- \*4.13 Acceptance of Completion of the New Central Plant Building, Infrastructure and Mechanical Building Upgrades at Santa Ana College and Approval of Recording of Notice of Completion Action  
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- \*4.14 Approval of Independent Contractor Action  
The administration recommends approval of the following independent contractor: Growth Sector, Inc. to provide support services to meet the outcomes of the Santa Ana Tech Grant objectives by establishing and implementing recruitment processes and participant services; monitoring academic progress; developing academic improvement plans; designing and conducting evaluations to improve effectiveness and coordinating and conducting program orientation, career workshops, panels, field trips and job skills trainings. Dates of service are July 1, 2018, through December 31, 2018. The fee is estimated at \$36,000.
- \*4.15 Approval of Independent Contractor Action  
The administration recommends approval of the following independent contractor: Veronica Neal to provide assistance with developing an equity core team training for Santiago Canyon College team leads, including establishing what the team looks like and assisting with the development of a unique model. Dates of service are June 15, 2018, through August 17, 2018. The fee is estimated at \$26,000.
- \*4.16 Approval of Legal Services Agreement for Bergman Dacey Goldsmith, PLC Action  
The administration recommends authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Bergman Dacey Goldsmith, PLC as presented.
- \*4.17 Approval of Legal Services Agreement for Atkinson, Andelson, Loya, Rudd & Romo Action  
The administration recommends authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Atkinson, Andelson, Loya, Rudd & Romo as presented.

\*Item is included on the Consent Calendar, Item 1.8.

\*4.18 Approval of Legal Services Agreement for Orbach Huff Suarez + Henderson, LLP Action

The administration recommends authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Orbach Huff Suarez + Henderson, LLP as presented.

**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:

- California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant (District) \$ 66,000.00
- Child Development Training Consortium (SAC & SCC) - *Augmentation* \$ 987.50
- Community College Completion Grant (SAC) – *Augmentation* \$ 100,000.00
- Full-Time Student Success Grant (SAC & SCC) – *Augmentation* \$ 212,000.00
- Guided Pathways (SAC & SCC) \$ 596,144.00
- Information Communications Technology (ICT)/Digital Media Sector Navigator (District) \$ 372,000.00
- Key Talent Administration & Sector Strategy Fiscal Agent (District) \$17,800,000.00
- Retail Hospitality/Tourism/Learn and Earn – Sector Navigator (District) \$ 372,000.00

\*5.2 Approval of Sub-Agreement between RSCCD and SynED for Industry Sector Projects in Common (ISPIC) – Orange County Region – Information Communications Technology (ICT) Sector Information Technology Fundamentals (ITF) Curriculum Development Project funded by Career Technical Education (CTE) Data Unlocked Initiative Action

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

\*5.3 Approval of Sub-Agreement between RSCCD and SynED for ISPIC - Orange County Region – ICT Sector National Cyber League (NCL) Voucher Management Project funded by CTE Data Unlocked Initiative Action

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

\*Item is included on the Consent Calendar, Item 1.8.

- \*5.4 Approval of Sub-Agreement between RSCCD and Riverside Community College District for ISPIC – Global Digital Marketing funded by CTE Data Unlocked Initiative Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.5 Approval of Sub-Agreement between RSCCD and California State University, Fullerton for Auxiliary Services Corporation for Strong Workforce Program Regional Funds Initiative Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.6 Approval of Sub-Agreement between RSCCD and Applied Learning Science, LLC for Strong Workforce Program Regional Funds Initiative Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.7 Approval of Sub-Agreement between RSCCD and Integrative Impact LLC for Sector Navigator ICT/Digital Media Grant Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.8 Approval of Sub-Agreement between RSCCD and Listen to See, Inc. for Sector Navigator ICT/Digital Media Grant Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.9 Approval of Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Sector Navigator ICT/Digital Media Grant Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

\*Item is included on the Consent Calendar, Item 1.8.



- \*5.10 Approval of Sub-Agreement between RSCCD and Foundation for Grossmont & Cuyamaca Colleges for ISPIC – Health Sector funded by CTE Data Unlocked Initiative Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.11 Approval of Fourth Amendment to Sub-Agreement between RSCCD and Concentric Sky for CTE Data Unlocked Initiative Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.12 Adoption of Resolution No. 18-11 for Office of Statewide Health Planning and Development for Song-Brown Health Care Workforce Training Program, Registered Nurse Education Capitation Grant (Agreement #18-9053) Action  
The administration recommends adoption of Resolution No. 18-11 with the Office of Statewide Health Planning and Development 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.
- \*5.13 Adoption of Resolution No. 18-12 for California Department of Education for California State Preschool Program (Contract #CSPP-8357) Action  
The administration recommends adoption of Resolution No. 18-12 with the California Department of Education and authorization be given to the Chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.14 Adoption of Resolution No. 18-13 for California Department of Education for General Child Care and Development Program (Contract #CCTR-8159) Action  
The administration recommends adoption of Resolution No. 18-13 with the California Department of Education and authorization be given to the Chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.15 Approval of Board Legislative Committee Recommendations Action  
It is recommended that the board review and approve the Board Legislative Committee’s recommendations as presented.

\*Item is included on the Consent Calendar, Item 1.8.

- \*5.16 Approval of Legal Services Agreement for The Feldhake Law Firm Action  
The administration recommends authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and The Feldhake Law Firm as presented.
- 5.17 Approval of Board Participation in Retreat for Governing Board Policy and Leadership for Guided Pathways Action  
It is recommended that the board select a date and participate in a Governing Board Policy and Leadership Retreat in support of the district's participation in the California Guided Pathways Project.
- 5.18 Identification of Representative for Labor Negotiation for Unrepresented Employees (pursuant to Government Code Section 54957.6a) Information  
a. Ruben Smith, Esq.
- 5.19 Board Member Comments Information

### **RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
  - f. Educational Administrator Appointments
    - (1) Vice Chancellor, Human Resources
    - (2) Director, Physical Plant & Facilities
  
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Melanie L. Chaney, J.D., Partner, Liebert Cassidy Whitmore  
Raúl Rodríguez, Chancellor, Rancho Santiago Community College District  
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)

\*Item is included on the Consent Calendar, Item 1.8.

3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
  - a. Vice Chancellor
  - b. Vice Chancellor
  - c. President
  - d. President
  - e. Chancellor
  
4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
  - a. Agency Negotiator: Ruben Smith, Esq.  
Unrepresented Employee: Chancellor
  - b. Agency Negotiator: Ruben Smith, Esq.  
Unrepresented Employee: Vice Chancellor
  - c. Agency Negotiator: Ruben Smith, Esq.  
Unrepresented Employee: Vice Chancellor
  - d. Agency Negotiator: Ruben Smith, Esq.
  - e. Unrepresented Employee: President
  - f. Agency Negotiator: Ruben Smith, Esq.  
Unrepresented Employee: President
  
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
  
6. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
  
7. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
  - Property: 15991 Armstrong Ave., Tustin, California
  - Agency Negotiators: Raúl Rodríguez, Chancellor, Rancho Santiago Community College District
  - Negotiating Parties: County of Orange
  - Under Negotiation: Sale of Property

## **RECONVENE**

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

#### **Public Comment**

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

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

## 6.0 HUMAN RESOURCES

- 6.1 Management/Academic Personnel Action
- Approval of 2018-2019 Chancellor Interim Annual Salary Schedule
  - Approval of 2018-2019 Cabinet Interim Annual Salary Schedule
  - Approval of 2018-2019 Management Interim Annual Salary Schedule
  - Approval of 2018-2019 Administrator/Academic Supervisor Step Increases
  - Approval of 2018-2019 Management/Classified Supervisor/Confidential Step Increases
  - Approval of New Job Descriptions
  - Approval of Revised Job Descriptions
  - Approval of Appointments
  - Approval of Interim Assignments
  - Approval of Extensions of Interim Assignments
  - Approval of Extension of Interim/Short-term Assignments
  - Ratification of Resignations/Retirements
  - Approval of 2018-2019 CEFA Interim Hourly Salary Schedule
  - Approval of 2017-2018 CSEA 888 Permanent Annual & Hourly Salary Schedules
  - Approval of 2018-2019 CSEA 888 Permanent Annual & Hourly Salary Schedules
  - Approval of 2018-2019 FARSCCD Interim Annual & Hourly Salary Schedules
  - Approval of 2018-2019 CSEA 888 Contract Step Increases
  - Approval of 2018-2019 FARSCCD Contract Salary Step Increases
  - Approval of 2018-2019 FARSCCD Contract Athletic Coaching Stipends
  - Approval of 2018-2018 CSEA 888 Contract Stipends
  - Approval of 2018-2019 FARSCCD Contract Coordinator Stipends
  - Approval of 2017-2018 FARSCCD Contract Extension Days
  - Approval of 2018-2019 FARSCCD Contract Extension Days
  - Approval of 2017-2018 Additional FARSCCD Contract Extension Days
  - Approval of 2018-2019 FARSCCD Contract Stipends
  - Approval of Adjusted Leaves of Absence
  - Approval of Beyond Contract/Overload Stipends
  - Approval of Part-time Hourly New Hires/Rehires
  - Approval of Non-paid Instructors of Record
  - Approval of Non-paid Intern Services
- 6.2 Classified Personnel Action
- Approval of 2018-2019 CSEA Interim Salary Schedule
  - Approval of 2018-2019 Miscellaneous Salary Schedule
  - Approval of 2018-2019 CSEA Step Increases
  - Approval of New Appointments
  - Approval of Hourly Ongoing to Contract Assignments
  - Approval of Temporary to Contract Assignments
  - Approval of Professional Growth Increments

6.2 Classified Personnel (cont.)

- Approval of Out of Class Assignments
- Approval of Return to Regular Assignments
- Approval of Changes in Position
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago CSEA Chapter 888 (Child Development Teachers) Action

It is recommended that the Board of Trustees approve the collective bargaining agreement with CSEA Chapter 888 for the period of July 1, 2017 through June 30, 2018.

6.4 Approval of Agreement with Liebert Cassidy Whitmore for Professional Legal Services Action

It is recommended that authorization be given to the Vice Chancellor of Human Resources or a designee to renew the agreement for professional services between RSCCD and Liebert Cassidy Whitmore for the period of July 1, 2018, through June 30, 2020, as presented.

6.5 Authorization for Board Travel/Conferences Action

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

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on June 25, 2018.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**2323 North Broadway, #107**

**Santa Ana, CA 92706**

**Board of Trustees  
(Regular meeting)**

**Monday, May 14, 2018**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:34 p.m. by Ms. Nelida Mendoza. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Mr. Phillip Yarbrough, and Mr. Gregory Pierot.

Administrators present during the regular meeting were Ms. Judy Chitlik, Mr. Peter Hardash, Dr. John Hernandez, Dr. Linda Rose, Mr. Enrique Perez, and Dr. Raúl Rodríguez. 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 Mr. Gregory Pierot, Student Trustee, Rancho Santiago Community College District (RSCCD).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Labrado and seconded by Mr. Yarbrough 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 Pierot's advisory vote was aye.

1.4 Public Comment

Mr. Morrie Barembaum made a public records request.

Dr. Erin M. Craig, Founding Executive Director, Unity Middle College High School (UCMHS) and Ms. Aminah Kishawi, student at UCMHS, spoke regarding Item 3.14 (Memorandum of Understanding [MOU] between RSCCD and UCMHS).

Mr. Ernesto Medrano spoke regarding Item 3.13 (Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement).

1.4 Public Comment (cont.)

Mr. Efrain Lozada Trujillo spoke regarding the Health and Wellness Center at Santa Ana College (SAC).

NOTE: There was an additional public comment in between college presidents' reports (Item 2.5.)

1.5 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve the minutes of the meeting held April 23, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot's advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 3.1 (MOU between Goodwill Industries of Orange County and SAC School of Continuing Education) removed from the Consent Calendar by Mr. Hernandez; Items 3.2, 3.3, and 3.4 (Agreement Renewals with St. Joseph Hospital of Orange) and Item 3.5 (Agreement Renewal with St. Jude Neighborhood Health Centers) removed from the Consent Calendar by Ms. Barrios; Item 3.7 (California/Nevada Training Trust Master Cost Agreement) removed from the Consent Calendar by Mr. Hanna; and Item 4.6 (Amendment to Community and Student Workforce Agreement) removed from the Consent Calendar by Ms. Alvarez. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot's advisory vote was aye.

3.6 Acceptance of Donation of Wheelchair for use at Santa Ana College Disabled Students Programs and Services (DSPS)

The board accepted the donation of a wheelchair for use at SAC in DSPS.

3.8 Approval of JTS Services Master Cost Agreement

The board approved the JTS Services Master Cost Agreement.

3.9 Approval of the Metropolitan Water District of Southern California Master Cost Agreement

The board approved the Metropolitan Water District of Southern California Master Cost Agreement.

3.10 Approval of Operating Engineers Training Trust Joint Apprenticeship and Training Committee (JATC) Master Cost Agreement

The board approved the Operating Engineers Training Trust JATC Master Cost Agreement.

1.6 Approval of Consent Calendar (cont.)

3.11 Approval of Orange County Electrical Training Trust Master Cost Agreement  
The board approved the Orange County Electrical Training Trust Master Cost Agreement.

3.12 Approval of Southern California Surveyors Master Cost Agreement  
The board approved the Southern California Surveyors Master Cost Agreement.

4.1 Approval of Payment of Bills  
The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers  
The board approved budget increases, decreases and transfers from April 12, 2018, to May 2, 2018.

4.3 Approval of Public Hearing for 2018-2019 Tentative Budget  
The board approved holding a public hearing on the 2018-2019 Tentative Budget.

4.4 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended March 31, 2018  
The board approved the CCFS-311Q for the period ending March 31, 2018, as presented.

4.7 Award of Bid #1336 for Elevator Pump, Motor and Cylinder Replacement at District Operations Center  
The board awarded Bid #1336 to GMS Elevator Services, Inc. for the elevator pump, motor and cylinder replacement at the District Operations Center as presented.

4.8 Approval of Agreement with Converse Consultants for Hazardous Material Construction Monitoring Services for Hammond Hall Window Replacement Project at Santa Ana College  
The board approved the agreement with Converse Consultants for hazardous material construction monitoring services for the Hammond Hall window replacement project at SAC as presented.

4.9 Approval of Agreement with IDS Group, Inc. for Constructability Review Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College  
The board approved the agreement with IDS Group, Inc. for constructability review services for the Russell Hall replacement (Health Sciences Building) at SAC as presented.



1.6 Approval of Consent Calendar (cont.)

4.10 Approval of Amendment to Agreement with Koury Engineering & Testing, Inc. for Geohazard and Geotechnical Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College

The board approved the amendment to the agreement with Koury Engineering & Testing, Inc. for geohazard and geotechnical consulting services for the Russell Hall Replacement (Health Sciences Building) project at SAC as presented.

4.11 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.

4.12 Approval of Agreement with Twining Consulting, Inc. for Materials Testing and Special Inspection Services for Barrier Removal Exterior Phase 1 for Parking at Santiago Canyon College (SCC)

The board approved the agreement with Twining Consulting, Inc. for materials testing and special inspection services for barrier removal exterior Phase 1 parking at SCC as presented.

4.13 Approval of Amendment to Agreement with Lionakis for Architectural Services for Americans with Disabilities Act (ADA) Paper Towel Dispenser Replacement Project at Santiago Canyon College

The board approved the amendment to the agreement with Lionakis for architectural services for the ADA paper towel replacement project at SCC as presented.

4.14 Award of Bid #1342 for Barrier Removal Exterior Parking (Phase 1) at Santiago Canyon College

The board awarded Bid #1342 to Patriot Contracting and Engineering for barrier removal exterior parking (Phase 1) at SCC as presented.

4.15 Approval of Amendment to Agreement with Terracon Consultants, Inc. for Environmental Consulting Services for Orange Education (OEC) Center at Santiago Canyon College

The board approved the amendment to the agreement with Terracon Consultants, Inc. for environmental consulting services for OEC at SCC as presented.

4.16 Approval of Agreement with 800 MHz Countywide Coordinated Communications System, Orange County

The board approved the agreement with 800 MHz Countywide Coordinated Communications System, Orange County and RSCCD as presented.

4.17 Approval of Agreement with Motorola Solutions for APX 4000 Radio

The board approved the agreement with Motorola Solutions and RSCCD as presented.

1.6 Approval of Consent Calendar (cont.)

4.18 Approval of Purchase Orders

The board approved the purchase order listing for the period March 25, 2018, through April 21, 2018.

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:

- Basic Skills Initiative (SAC) – *Augmentation* \$ 6,906.00
- Basic Skills Initiative (SCC) – *Augmentation* \$22,394.00
- Child Development Training Consortium (SAC & SCC) - \$ 4,062.50  
*Augmentation*
- Disabled Students Programs & Services (DSPS) (SAC) - \$21,572.00  
*Augmentation*

5.2 Approval of Sub-Agreement between RSCCD and Integrative Impact, LLC for Industry Sector Projects in Common (ISPIC) – Industry Partners Engagement Platform Project funded by Career Technical Education (CTE) Data Unlocked Initiative

The board approved 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-Agreement between RSCCD and SynED for ISPIC – Information Technology Readiness and Cybersecurity Competitions Project funded by CTE Data Unlocked Initiative

The board approved 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.

5.4 Approval of Sub-Agreements between RSCCD and Kern, Los Rios, Merced, State Center, Sonoma, Ventura, West Hills, and Yosemite Community College Districts for ISPIC – Ensuring Safe Food Production and Distribution Project funded by CTE Data Unlocked Initiative

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

5.5 Approval of Sub-Agreement between RSCCD and El Camino Community College District/El Camino College for ISPIC – Advanced Manufacturing Sector Smart Manufacturing Project funded by CTE Data Unlocked Initiative

The board approved 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.

1.6 Approval of Consent Calendar (cont.)

- 5.6 Approval of Sub-Agreements between RSCCD and Hartnell, Lake Tahoe, Los Angeles, Los Rios, Marin, MiraCosta, San Francisco, San Joaquin Delta, San Jose-Evergreen, San Luis Obispo, Shasta-Tehama-Trinity Joint, State Center, Victor Valley, and West Valley Mission Community College Districts for ISPIC – Business & Entrepreneurship Sector funded by CTE Data Unlocked Initiative  
The board approved the sub-agreements and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.7 Approval of Sub-Agreement between RSCCD and Southwestern Community College District/Southwestern Community College for ISPIC – Global Business Certificate – Supply Chain Management Project funded by CTE Data Unlocked Initiative  
The board approved 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.
- 5.8 Approval of Sub-Agreement between RSCCD and Long Beach Community College District/Long Beach City College for ISPIC – Global Trade/Digital Badge & Web Marketing Project funded by CTE Data Unlocked Initiative  
The board approved 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.
- 5.9 Approval of Sub-Agreement between RSCCD and Merced Community College District/Merced College for ISPIC – Global Trade/Trade Analysis Tool Project funded by CTE Data Unlocked Initiative  
The board approved 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.
- 5.10 Approval of Sub-Agreement between RSCCD and Grossmont-Cuyamaca Community College District for ISPIC – Health Sector funded by CTE Data Unlocked Initiative  
The board approved 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.
- 5.11 Approval of Agreement between RSCCD and Riverside Community College District to Provide Training funded by California Employment Training Panel (ETP)  
The board approved the 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.

It was moved by Ms. Alvarez and seconded by Mr. Labrado to suspend the rules and consider Item 4.6 at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, Mr. Yarbrough, and a vote of abstention from Mr. Hanna. Student Trustee Pierot’s advisory vote was aye.

4.6 Approval of Amendment to Community and Student Workforce Agreement

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve the amendment to the Community and Student Workforce Project Agreement with the Los Angeles/Orange County Building and Construction Trades Council and authorize the Chancellor or his designee to finalize the amendment with the Council and execute the amendment accordingly. Mr. Hanna recused himself due to a potential conflict with his employer. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough; and a vote of abstention from Mr. Hanna. Student Trustee Pierot’s advisory vote was aye.

1.7 Adoption of Resolution No. 18-10 in Honor of Classified School Employee Week – May 20-26, 2018

It was moved by Ms. Alvarez and seconded by Ms. Barrios to adopt Resolution No. 18-10. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot’s advisory vote was aye.

1.8 Presentation to 2017-2018 Student Trustee

On behalf of the board, Mr. Yarbrough presented outgoing Student Trustee Pierot with a plaque. Mr. Yarbrough thanked Mr. Pierot for his service to the students of the Rancho Santiago Community College District.

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to suspend the rules and consider Item 3.14 at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot’s advisory vote was aye.

3.14 Approval of Memorandum of Understanding between RSCCD and Unity Middle College High School

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the MOU between RSCCD and UMCHS. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot’s advisory vote was aye.

1.9 Public Hearing – California School Employees Association, Chapter 579 Initial Bargaining Proposal to Rancho Santiago Community College District

There were no public comments.

1.10 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to California School Employees Association Chapter 579

There were no public comments.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from Student Trustee

Mr. Pierot provided a report to the board.

2.2 Reports from Student Presidents

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

Mr. Juan Esqueda, Student President, Santa Ana College  
Mr. Edward Hou, Student President, Santiago Canyon College

2.3 Report from Classified Representative

Ms. Omelina Garcia, Student Services Coordinator, Santa Ana College, provided a report to the board on behalf of the classified staff.

2.4 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.5 Reports from College Presidents

Dr. John Hernandez, President, Santiago Canyon College, provided a report to the board.

At this time, Ms. Mendoza recognized an additional public comment request.

1.4 Public Comment (cont.)

Mr. Claudio Gallegos, representative from the Office of Congressman Lou Correa, spoke regarding the 2<sup>nd</sup> Annual Citizenship Fair to be held on June 2 at SAC Dunlap Hall.

2.5 Reports from College Presidents (cont.)

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

2.5 Reports from College Presidents (cont.)

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

2.6 Report from the Chancellor

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

2.7 Reports from Board Committee Chairpersons

Mr. Hanna provided a report on the May 14, 2018, Board Legislative Committee meeting.

Mr. Hernandez reported he was unable to attend the May 10, 2018, Orange County Community Colleges Legislative Task Force meeting, but provided a report based on notes provided by staff who hosted the meeting at the North Orange County Community College District.

2.8 Presentation on Orange County Community Colleges Strong Workforce Initiative Brand Campaign

Mr. Perez, Vice Chancellor, Educational Services, RSCCD; and Ms. Carrie Smith, Director of Communications, Interact Communications; provided a report on the Orange County Community Colleges Strong Workforce Initiative Brand Campaign. Board members received clarification on data related to the presentation from Mr. Perez and Ms. Smith.

**3.0 INSTRUCTION**

Items 3.6, and 3.8 through 3.12 were approved as part of Item 1.6 (Consent Calendar).

3.1 Approval of Memorandum of Understanding between Goodwill Industries of Orange County and Santa Ana College School of Continuing Education

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the MOU between Goodwill Industries of Orange County and SAC School of Continuing Education. Mr. Hernandez asked that the end date on the second page of the MOU be corrected to read June 30, 2019 (instead of 2018). The motion carried to approve the MOU using the correct end date with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot's advisory vote was aye.

3.2 Approval of Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital of Orange (With School Instructor on Hospital Premises)

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the clinical training affiliation agreement renewal with St. Joseph Hospital of Orange (**with** school instructor on hospital premises) located in Orange, California as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough; and a vote of abstention from Ms. Barrios. Student Trustee Pierot’s advisory vote was aye.

3.3 Approval of Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital of Orange (Without School Instructor on Hospital Premises)

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the clinical training affiliation agreement renewal with St. Joseph Hospital of Orange (**without** school instructor on hospital premises) located in Orange, California as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough; and a vote of abstention from Ms. Barrios. Student Trustee Pierot’s advisory vote was aye.

3.4 Approval of Hospital On-Site Associate Degree Nursing Program Agreement Renewal with St. Joseph Hospital of Orange

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the hospital on-site associate degree nursing program agreement renewal with St. Joseph of Orange located in Orange, California as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough; and a vote of abstention from Ms. Barrios. Student Trustee Pierot’s advisory vote was aye.

3.5 Approval of Clinical Training Affiliation Agreement Renewal with St. Jude Neighborhood Health Centers (Without School Instructor on Clinic Premises)

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the clinical training affiliation agreement renewal with St. Jude Neighborhood Health Centers (without school instructor on hospital premises) located in Fullerton, California as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough; and a vote of abstention from Ms. Barrios. Student Trustee Pierot’s advisory vote was aye.

Due to a potential conflict with his employer, Mr. Hanna recused himself by leaving the room during discussion of Items 3.7 and 3.13.

3.7 Approval of California/Nevada Training Trust Master Cost Agreement

It was moved by Ms. Barrios and seconded by Mr. Yarbrough to approve the California/Nevada Training Trust Master Cost Agreement. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot’s advisory vote was aye.

3.13 Approval of Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement

It was moved by Ms. Barrios and seconded by Mr. Pierot to approve the Southwest Carpenters Training Fund and Southern California Carpentry JATC Master Cost Agreement. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot’s advisory vote was aye.

Mr. Hanna returned to the room at this time.

3.14 Approval of Memorandum of Understanding between RSCCD and Unity Middle College High School (UCMHS)

This item was considered after Item 1.8 (Presentation to 2017-2018 Student Trustee).

**4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

Items 4.1, 4.2, 4.3, 4.4, and 4.7 through 4.18 were approved as part of Item 1.6 (Consent Calendar).

4.5 Quarterly Investment Report as of March 31, 2018

The quarterly investment report as of March 31, 2018, was presented as information.

4.6 Approval of Amendment to Community and Student Workforce Agreement

This item was considered before Item 1.7 (Resolution No. 18-10 in Honor or Classified School Employee Week).

**5.0 GENERAL**

Items 5.1 through 5.11 were approved as part of Item 1.6 (Consent Calendar).

5.12 Adoption of Resolution No. 18-09 for Order of Biennial Trustee Election 2018 and Specifications of the Election Order

It was moved by Mr. Labrado and seconded by Ms. Barrios to adopt Resolution No. 18-09 for the Order of Biennial Trustee Election and Specifications of the Election Order. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot’s advisory vote was aye.

5.13 Board Member Comments

Mr. Hanna indicated he is looking forward to the upcoming commencements.



5.13 Board Member Comments (cont.)

Ms. Alvarez reported that she attended the SAC Excellence Awards Ceremony on May 10 and congratulated the nominees/recipients.

Board members thanked Mr. Pierot for his service to the students of the Rancho Santiago Community College District.

Mr. Hernandez reported that he attended SAC and SCC softball games and a SAC jazz concert.

Mr. Pierot expressed appreciation to board members, Mr. Perez, Mr. Esqueda, Mr. Hou, and Ms. Lucarelli for their assistance during his tenure as student trustee.

Ms. Mendoza reported that she and Mr. Hernandez attended the Consulate of Mexico in Santa Ana & SAC Opening Ceremony of the Binational Education Week on May 7.

**RECESS TO CLOSED SESSION**

The board convened into closed session at 6:58 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) Director
    - (2) Institutional Equity, Compliance & Title IX
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a]) (2 cases)

Patricia Dillion vs. The Rancho Santiago Community College District, Orange County Superior Court Case #: 30-2014-007545864-CU-WT-CJC

Marisa Hernandez vs. The Rancho Santiago Community College District, Orange County Superior Court Case #: 30-2015-00773691-CU-CR-CJC
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources

Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association (CEFA)
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
  - a. Chancellor

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

Mr. Pierot left the meeting at this time.

Mr. Hanna left the meeting during closed session (8:20 p.m.)

## **RECONVENE**

The board reconvened at 9:09 p.m.

### **Closed Session Report**

Ms. Alvarez reported during closed session the board discussed public employment, existing litigation, labor negotiations, the chancellor's evaluation, and anticipated litigation. Ms. Alvarez reported the board took no reportable action at this time.

### **Public Comment**

There were no public comments.

## **6.0 HUMAN RESOURCES**

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

Dr. Rodriguez removed the appointment of District Administrator for Institutional Equity, Compliance & Title IX from Item 6.1.

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

- Approve Employment Agreements
- Approve Appointment
- Approve Appointments/Changes of Assignment
- Approve Changes of Title/Grade Level
- Approve Hiring of Temporary Long-term Substitutes (Education Code 87481 & 87482)
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- 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. Yarbrough and seconded by Ms. Alvarez to approve the following action on the classified personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

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

## 6.3 This item was deleted.

## 6.4 Approval of RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form and authorization granted for transmission to the State Chancellor's Office. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

## 6.5 Approval of Services of Greentree Systems, Inc.

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the services of Greentree Systems, Inc. as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.6 Adoption of Resolution No. 18-08 for Workers' Compensation Coverage for Volunteers

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to adopt Resolution No. 18-08 for Workers' Compensation coverage for volunteer personnel. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

7.0 **ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on Monday, June 11, 2018.

There being no further business, Ms. Mendoza declared the meeting adjourned at 9:12 p.m

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

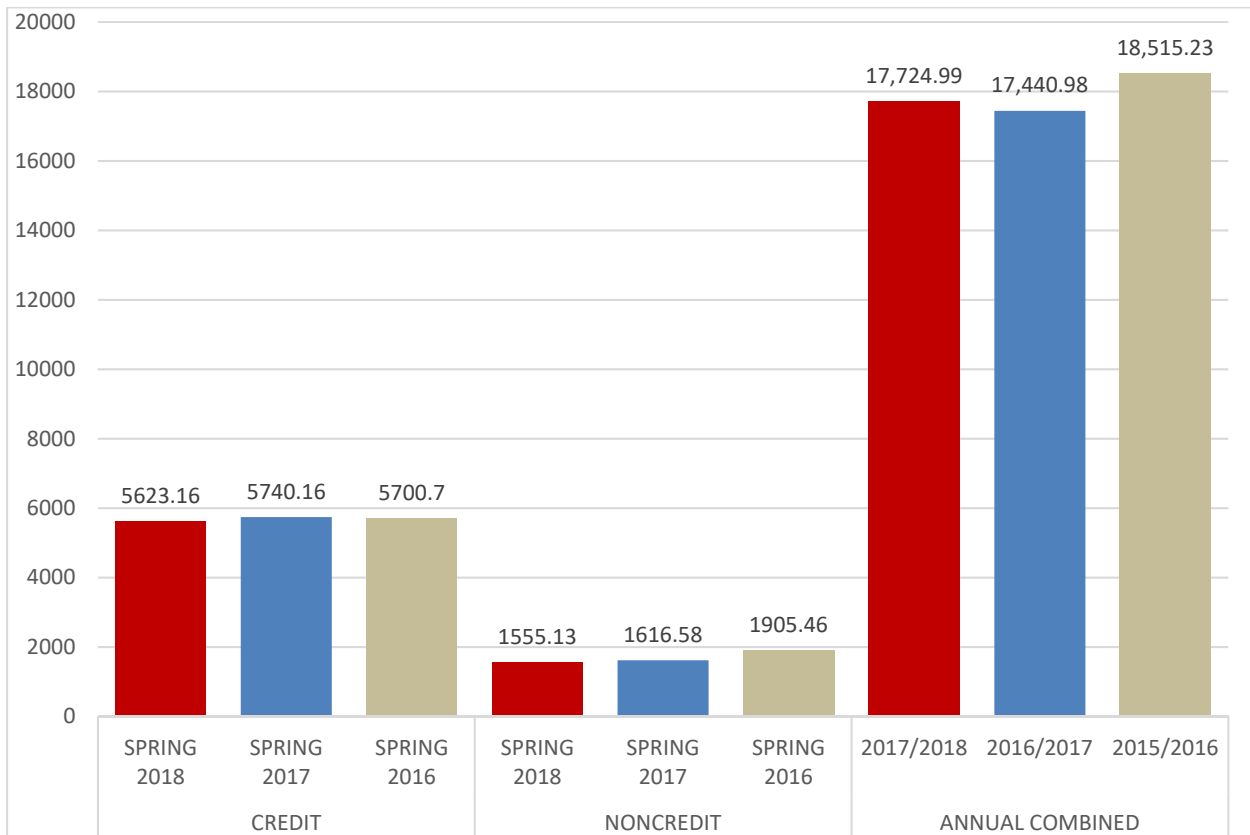
Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: June 11, 2018



## SAC 2018 SPRING ENROLLMENT SNAPSHOT

Date: 05/11/18



### PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET*	7,302		
CREDIT SPRING PROJECTION*	7,068	-234	-3%
NONCREDIT SPRING TARGET	2,275		
NONCREDIT SPRING PROJECTION	1,946	-329	-14%
SUMMER BORROW PROJECTION	875		
COMBINED ANNUAL TARGET	20,407		
COMBINED ANNUAL PROJECTION	20,261	-146	-1%

\* Includes Intersession

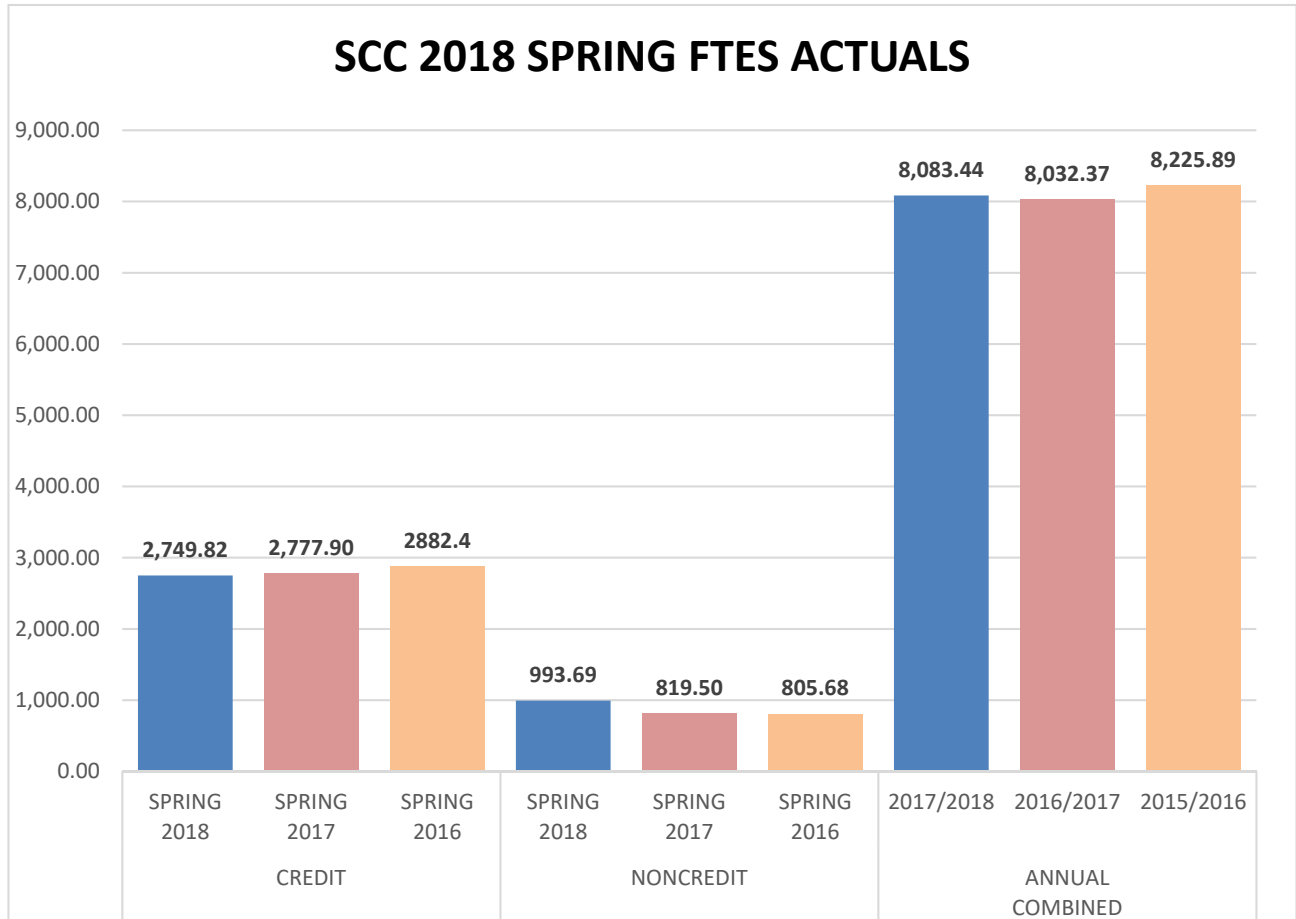
SAC Projection is 69 FTES Below 2015/2016 Base of 20,330



What happens here matters.

# SCC 2018 SPRING ENROLLMENT SNAPSHOT

5/11/2018



## PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET	2814		
CREDIT SPRING PROJECTION	2784	-30	-1.1%
NONCREDIT SPRING TARGET	1257		
NONCREDIT SPRING PROJECTION	1257	0	0.0%
SUMMER BORROW PROJECTION	425		
COMBINED ANNUAL TARGET	8514		
COMBINED ANNUAL PROJECTION w/Borrowing	8808	+294.00	+3.5%

**SOURCES:**

Executive Dashboard

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College – Office of the President**

To: Board of Trustees	Date: June 11, 2018
Re: Approval of the Subscription Agreement with Regroup Mass Notification	
Action: Request for Approval	

**BACKGROUND**

Providing effective communication to students is critical for their successful navigation of the community college system. Currently, the primary methods of communication used by the college relies on students taking action to access information, whether by checking a personal email address or by logging into the college website. For many students, the critical, time-sensitive information is received too late or not at all. Alternatively, research has shown that texting is a very effective communication tool. Read rates for texts have shown to be as high as 97% in some cases. Texting has been shown to increase student engagement, retention and success.

**ANALYSIS**

Regroup provides a platform for mass notifications via multiple modes, with texting being the primary channel. Departments would have the ability to send texts to pre-determined groups of students in their preferred language utilizing an auto-translation feature. The solution allows students to manage their subscriptions with each department and to also identify their preferred language. Departments will be required to submit a communications plan for review and approval by the Public Information Officer at Santa Ana College prior to accessing the system.

The subscription agreement was reviewed, discussed and approved by college staff, SAC Technology Advisory Committee, and the Planning and Budget Committee. Additionally, District staff reviewed and approved the proposed subscription agreement as well.

Santa Ana College would like to enter into a two-year subscription agreement with Regroup for use of their Mass Notification software solution beginning July 1, 2018. The total cost for this two-year agreement is \$47,062.50 paid up front through the Santa Ana College Guided Pathways grant.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Subscription Agreement with Regroup Mass Notification.

Fiscal Impact: \$47,062.50	Board Date: June 11, 2018
Prepared by: John Steffens, Project Manager, Office of the President	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



# Subscription Agreement

**Prepared For:**

Company: Santa Ana College

**Prepared By:**

Regroup Mass Notification  
 Prepared by: Jay Burchfield  
 Sales Executive: Sarah Newman  
 Email: sarah.newman@regroup.com

**Contract Term:** 2 years, paid upfront**Member Count:** 25,000**A. Product and Pricing Summary**

Product	Fee Type	Sale Price	Term	Total Price
<b>Regroup Subscription</b> Unlimited messaging via landline, email, cell (voice and sms/txt), social media, RSS. Unlimited: support, training, templates and group creation.	Annual	\$24,500.00	2	\$49,000.00
<b>Regroup SARS Integration</b> Automated Text from SARA, including additional Messaging API	Annual	\$4,500.00	2	\$9,000.00
<b>Regroup Single Sign On - LDAP, Active Directory</b>	One-Time	\$2,250.00	1	\$2,250.00
<b>Post Auto-Translation Feature</b> Regroup's Post Auto-Translation feature allows message recipients to receive and read posts in the language of their choice.	One-Time	\$2,500.00	1	\$2,500.00
<b>Colleague Database Integration</b> Integration completed via SFTP	Included	\$0.00	1	\$0.00
<b>Portal RSS</b> Iframe embed and login access	Included	\$0.00	1	\$0.00
<b>Custom Field User Import Tool</b> Clients are able to create an unlimited amount of custom fields and fill in those fields during user import or through the web interface.	Included	\$0.00	1	\$0.00
<b>AlertMe App</b>	Included	\$0.00	1	\$0.00
		Discount (25%)		-\$15,687.50
		<b>Total Proposal:</b>		<b>\$47,062.50</b>

**B. Terms**

1. Initial Term: The Initial Term shall be two (2) years following the effective date.
2. Effective Date: 07/01/2018





# Subscription Agreement

## Ba. Renewal Terms

1. At the end of the current agreement, Regroup will provide the Santa Ana College with an option to renew subscription on an annual basis at a mutually agreed upon cost. The notice will be provided 90 days prior to the expiration of the current agreement.



# Subscription Agreement

## C. Payment Terms

1. All initial and subsequent payments shall be due net 21 days. Unless otherwise specified, all dollars (\$) are United States currency.

## D. Acceptance and Authorization

The terms and conditions of the Regroup [Terms of Use](#) and [Privacy Policy](#), which are incorporated herein by reference, apply in full to the services and products provided under this Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Subscription Agreement, under seal.

Accepted by Buyer: Santa Ana College

Accepted by: Regroup

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: Peter J. Hardash

Name : Chris Utah

Vice Chancellor, Business  
Title: Operations/Fiscal Services

Title: COO

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

Date: 05/01/18

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Agreement with Southwest Community Center Service on Behalf of Santa Ana College	
Action:	Request for Approval	

**BACKGROUND**

Santa Ana College proposes to enter into an agreement with a community partner, Southwest Community Center, to support our Student Hunger Initiative. Statistics indicate that 50% of community college students qualify as being food insecure and 25% of community college students qualify as having very low food security. Food insecurity is a problem even for students who are employed. Of food insecure students 64% report experiencing some type of housing insecurity. Additionally, 13% percent of community college students are homeless. Problems with food or housing harm students' educational efforts. It can even force students to take time off from school or discontinue their education entirely.

**ANALYSIS**

Southwest Community Center is located less than 1 mile (0.9) from SAC. They provide hot meals and groceries on a weekly schedule and by appointment with partner referrals. This agreement designates Santa Ana College as a referral partner. Other services include homeless resources such as rental assistance, motel assistance, eviction prevention, clothing distribution, showers, laundry services, and employment readiness.

This agreement has been reviewed and approved by District and College staff. The fiscal impact is not to exceed \$20,000 for the contract period.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement with Southwest Community Center Service located in Santa Ana, California, on behalf of Santa Ana College.

Fiscal Impact:	\$20,000	Board Date: June 11, 2018
Prepared by:	Arnulfo Cedillo, Ed.D., Interim Vice President of Student Services Veronica Oforlea, Ed.D., Associate Dean, DSPPS	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**Southwest Community Center**  
**Service Agreement**

**THIS SERVICE AGREEMENT** dated this 12<sup>th</sup> day of June 2018.

**BETWEEN:**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of  
SANTA ANA COLLEGE  
(The "Customer")

**-AND-**

**Southwest Minority Economic Development Association**  
**DBA Southwest Community Center**  
**1601 W. Second Street, Santa Ana, CA 92703**  
(The "Service Provider")

Whereas, Service Provider is a non-profit 503c corporation which provides food, clothing, homeless resources, guidance and referral services to economically disadvantaged individuals,

Whereas, Customer is an educational institution with a large population of economically disadvantaged students, and is located less than 1 mile from Service Provider,

Whereas, Service Provider has the necessary experience and ability to help serve the Customer's economically disadvantaged students,

Therefore, in consideration of THE MATTERS DESCRIBED ABOVE AND OF THE MUTUAL BENEFITS AND OBLIGATIONS SET FORTH IN THE Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Obligations of Service Provider**

Service provider will assist students who are referred by either Customer or students who self-identify by showing a Santa Ana College (SAC) identification card at the Service Provider's location for services.

Support services provided by the Service Provider shall include any of the following meals on Monday - Friday, 8am (breakfast) and 12pm (lunch); on Saturday, 8am (breakfast), 12pm (lunch), and 4pm (dinner); on Sunday, 8am (breakfast), 1pm (lunch), and 4pm (dinner).

Services provided by the Service Provider shall also include groceries on Monday and Wednesday, 10am, and by appointment with Customer referrals.

Homelessness support services provided by the Service Provider shall include any of the following articles of clothing and hygiene items on site i.e. toiletry supplies, access to laundry facilities and shower, referrals to outside agencies to address shelter and utility service financial assistance, during operating hours.

The Service Provider shall verify SAC enrollment by requesting student identification. The Service Provider will document SAC students who use services and provide the Customer with an updated list monthly.

**Independent Contractor**

It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

**Modification or Termination of Agreement**

The Customer and or Service Provider may at any time for any reason terminate this agreement and compensate either party only for services rendered to the date of termination 30 days prior written notice by either party shall be sufficient to stop further performance of services. The notice shall be deemed given when received no later than three days after the date of mailing whichever is sooner.

**Term of Agreement**

The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect beginning June 12, 2018 - October 31, 2018 with the said term being capable of extension by mutual agreement of the parties.

**Performance**

Service Provider will provide Santa Ana College students with hunger and homeless items as stated in the background section of this agreement at the host location and adhere to the terms of this Agreement.

**Compensation**

Service Provider to provide monthly invoices to Customer detailing the services provided and related costs following each period. Customer will pay the Service Provider the amount of each monthly invoice up to the total amount of \$20,000 for services during the initial term of this agreement. If this agreement is to be extended, Customer and Service Provider must mutually agree to not-to-exceed amount of compensation for any extension periods.

**Notices:**

**For Customer:**

Rancho Santiago Community College District  
Attn: Vice Chancellor, Business Operations & Fiscal Services  
2323 N. Broadway  
Santa Ana, CA 92706

With a copy to:  
Santa Ana College  
Vice President of Student Services  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706

**For Service Provider:**  
Southwest Community Center  
1601 W. Second Street  
Santa Ana, CA 92703

**Confidentiality Clause**

All work completed on behalf of Customer by Service Provider will be held confidential and confidentiality shall survive termination or expiration of Agreement.

**Mutual Indemnification Clause**

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 the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

**Non-Discrimination Clause**

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, citizenship, or service in the uniformed services.

THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

**Service Provider: Southwest Community Center**

**Customer: Rancho Santiago Community College District**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Connie J. Jones  
Executive Director

\_\_\_\_\_  
Peter Hardash  
Vice Chancellor Business  
Operations/Fiscal Services

\_\_\_\_\_  
(Tax ID Number)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
**(Board Approval Date)**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To: Board of Trustees	Date: June 11, 2018
Re: Approval of New Educational Affiliation Agreement with Early Learning Partners, LLC	
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 new educational affiliation agreement with Early Learning Partners, LLC covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This new educational affiliation agreement with Early Learning Partners, LLC shall be effective for five (5) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this new educational affiliation agreement with Early Learning Partners, LLC. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this new educational affiliation agreement with Early Learning Partners, LLC, located in Ventura, California as presented.

Fiscal Impact: None	Board Date: June 11, 2018
Prepared by: Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., Dean of Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# EDUCATIONAL AFFILIATION AGREEMENT

## Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into by and between **Early Learning Partners, LLC**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

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

WITNESSETH:

**WHEREAS**, the District and Agency acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

**WHEREAS**, the District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

**WHEREAS**, the Agency has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

**WHEREAS**, it is to the benefit of both District and Agency that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

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

#### A. For the Program in General

1. The District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District faculty members may be invited to serve as voluntary resource persons to the Agency staff by serving on Occupational Therapy Assistant Program care committees, by sharing knowledge as clinical experts, and by participation in other matters dealing with the quality of patient care.

#### B. For Background Clearance

The District shall inform The Occupational Therapy Assistant Program students of the Background Check requirement and their responsibility of payment.



C. For Program Planning

1. The District will initiate the development of mutually acceptable clinical instruction plans for using the Agency's clinical areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Agency at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with agency patient care responsibilities and/or District interests.
2. The District has the privilege of regularly scheduled meetings with Agency staff, including both selected Agency personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

D. For Occupational Therapy Assistant Program Students

1. The District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

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

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Occupational Therapy Assistant Program. To further this, the Agency agrees to provide and maintain personnel who are in its opinion, capable and qualified in those divisions in which students are placed.
2. The administration of the service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and shall be administered through the Agency staff.
3. The Agency will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Agency facilities, including joint planning and representatives of all involved Occupational Therapy Assistant programs.
4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.

5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Agency will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the agency.
  - a. Parking areas.
  - b. Locker, storage and dressing facilities.
  - c. Same food services as are available for Agency staff.
  - d. First aid treatment with written consent required for minors.
  - e. Access to sources of information for education purposes such as:
    1. Patient's chart.
    2. Procedure guides policy manuals.
    3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
    4. Books and periodicals in the Medical library.

C. For the Control of District Personnel

1. The Agency may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Agency and the District.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For Publications

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

B. Insurance:

**Insurance Carried by the District.** District agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for its staff and students participating in this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Agency.** Agency agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Agency, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

C. Indemnification

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

PART V. **STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

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

**District: Rancho Santiago Community  
College District**  
\_\_\_\_\_

**Agency: Early Learning Partners, LLC.**  
\_\_\_\_\_

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

**Early Learning Partners, LLC.  
384 Sacramento Drive  
Ventura, CA 93004**

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations/Fiscal Services

\_\_\_\_\_  
Rachel Price, MA, OTR/L  
Director

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

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

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

To: Board of Trustees	Date: June 11, 2018
Re: Approval of New Educational Affiliation Agreement with Speech and Language Development Center	
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 new educational affiliation agreement with Speech and Language Development Center covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This new educational affiliation agreement with Speech and Language Development Center shall be effective for five (5) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this new educational affiliation agreement with Speech and Language Development Center. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this new educational affiliation agreement with Speech and Language Development Center, located in Buena Park, California as presented.

Fiscal Impact: None	Board Date: June 11, 2018
Prepared by: Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., Dean of Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# **EDUCATIONAL AFFILIATION AGREEMENT**

## **Occupational Therapy Assistant Program**

**THIS AGREEMENT** is made and entered into by and between **Speech and Language Development Center**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

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

**WITNESSETH:**

**WHEREAS**, the District and Agency acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

**WHEREAS**, the District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

**WHEREAS**, the Agency has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

**WHEREAS**, it is to the benefit of both District and Agency that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

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

#### **A. For the Program in General**

1. The District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District faculty members may be invited to serve as voluntary resource persons to the Agency staff by serving on Occupational Therapy Assistant Program care committees, by sharing knowledge as clinical experts, and by participation in other matters dealing with the quality of patient care.

#### **B. For Background Clearance**

The District shall inform The Occupational Therapy Assistant Program students of the Background Check requirement and their responsibility of payment.

C. For Program Planning

1. The District will initiate the development of mutually acceptable clinical instruction plans for using the Agency's clinical areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Agency at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with agency patient care responsibilities and/or District interests.
2. The District has the privilege of regularly scheduled meetings with Agency staff, including both selected Agency personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

D. For Occupational Therapy Assistant Program Students

1. The District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

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

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Occupational Therapy Assistant programs. To further this, the Agency agrees to provide and maintain personnel who are in its opinion, capable and qualified in those divisions in which students are placed.
2. The administration of the service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and shall be administered through the Agency staff.
3. The Agency will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Agency facilities, including joint planning and representatives of all involved Occupational Therapy Assistant programs.
4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.

5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Agency will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the agency.
  - a. Parking areas.
  - b. Locker, storage and dressing facilities.
  - c. Same food services as are available for Agency staff.
  - d. First aid treatment with written consent required for minors.
  - e. Access to sources of information for education purposes such as:
    1. Patient's chart.
    2. Procedure guides policy manuals.
    3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
    4. Books and periodicals in the Medical library.

C. For the Control of District Personnel

1. The Agency may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Agency and the District.

PART IV.

**JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For Publications

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



B. Insurance:

**Insurance Carried by the District.** District agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for its staff and students participating in this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Agency.** Agency agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Agency, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

C. Indemnification

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

PART V. **STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

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

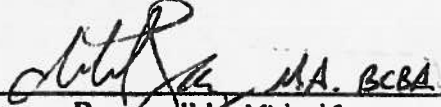
 **District: Rancho Santiago Community  
College District**

**Agency: Speech and Language Development  
Center**

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

**Speech and Language Development Center  
8699 Holder Street  
Buena Park, CA 90620**

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations/Fiscal Services

  
\_\_\_\_\_  
Person Responsible: Michael Sycz  
Title: Director of Therapy Services

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

Date: November 13, 2017

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Educational Affiliation Agreement Renewal with California Association of Health & Education Linked Professions	
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 educational affiliation agreement renewal with California Association of Health & Education Linked Professions covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This educational affiliation agreement renewal with California Association of Health & Education Linked Professions shall be effective for five (5) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this educational affiliation agreement renewal with California Association of Health & Education Linked Professions. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with California Association of Health & Education Linked Professions, located in Apple Valley, California as presented.

Fiscal Impact:	None	Board Date: June 11, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# **EDUCATIONAL AFFILIATION AGREEMENT**

## **Occupational Therapy Assistant Program**

**THIS AGREEMENT** is made and entered into by and between **California Association of Health & Education Linked Professions**, hereinafter called the Agency, and **Rancho Santiago Community College District** on behalf of **Santa Ana College**, hereinafter called the District.

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

**WITNESSETH:**

**WHEREAS**, the District and Agency acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

**WHEREAS**, the District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

**WHEREAS**, the Agency has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

**WHEREAS**, it is to the benefit of both District and Agency that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

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

#### **A. For the Program in General**

1. The District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District faculty members may be invited to serve as voluntary resource persons to the Agency staff by serving on Occupational Therapy Assistant Program care committees, by sharing knowledge as clinical experts, and by participation in other matters dealing with the quality of patient care.

#### **B. For Background Clearance**

1. The District shall inform The Occupational Therapy Assistant Program students of the Background Check requirement and their responsibility of payment.

**C. For Program Planning**

1. The District will initiate the development of mutually acceptable clinical instruction plans for using the Agency's clinical areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Agency at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with agency patient care responsibilities and/or District interests.
2. The District has the privilege of regularly scheduled meetings with Agency staff, including both selected Agency personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

**D. For Occupational Therapy Assistant Program Students**

1. The District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

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

**A. For the Program in General**

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Occupational Therapy Assistant programs. To further this, the Agency agrees to provide and maintain personnel who are in its opinion, capable and qualified in those divisions in which students are placed.
2. The administration of the service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and shall be administered through the Agency staff.
3. The Agency will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Agency facilities, including joint planning and representatives of all involved Occupational Therapy Assistant programs.
4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.

5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

**B. For Services and Facilities**

1. The Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Agency will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the agency.
  - a. Parking areas.
  - b. Locker, storage and dressing facilities.
  - c. Same food services as are available for Agency staff.
  - d. First aid treatment with written consent required for minors.
  - e. Access to sources of information for education purposes such as:
    1. Patient's chart.
    2. Procedure guides policy manuals.
    3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
    4. Books and periodicals in the Medical library.

**C. For the Control of District Personnel**

1. The Agency may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Agency and the District.

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For Publications**

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

**B. Insurance:**

**Insurance Carried by the District.** District agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for its staff and students participating in this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Agency.** Agency agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Agency, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

**C. Indemnification**

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

**PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.**
  
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.**

- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

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

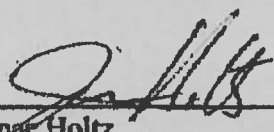
**District: Rancho Santiago Community  
College District**

**Agency: California Association of Health &  
Education Linked Professions**

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

**California Association of Health & Education  
Linked Professions  
17800 Highway 18  
Apple Valley, CA 92307**

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations/Fiscal Services

  
\_\_\_\_\_  
Jenae Holtz  
Chief Executive Officer

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

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



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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Costa Mesa Fire Department	
Action:	Request for Approval	

**BACKGROUND**

This is a standard inter-agency instructional services agreement renewal with the City of Costa Mesa Fire Department.

**ANALYSIS**

This standard inter-agency instructional services agreement renewal with the City of Costa Mesa Fire Department is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard inter-agency instructional services agreement renewal with the City of Costa Mesa Fire Department shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal with the City of Costa Mesa Fire Department has been reviewed by Dr. Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$60,000 for each fiscal year.

**RECOMMENDATION**

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

Fiscal Impact:	\$60,000	Board Date: June 11, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this 11th **day** of **June** 2018, by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Costa Mesa Fire Department, 77 Fair Drive, Costa Mesa, CA, 92626** (Agency).

**RECITALS**

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

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

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

**NOW THEREFORE**, Agency and District agree as follows:

**PROVISIONS OF THE AGREEMENT**

**A. AGENCY'S RESPONSIBILITIES:**

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

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

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

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

B. DISTRICT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 17,143 student contract hours or \$60,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.

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

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

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at

facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

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

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

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

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

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

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

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

If to District:

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

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

If to Agency;  
Costa Mesa Fire Department  
77 Fair Drive  
Costa Mesa, Ca. 92626

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

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

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

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



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

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

Agency: CITY OF COSTA MESA FIRE  
DEPARTMENT  
77 Fair Drive  
Costa Mesa, CA 92626

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Peter J. Hardash

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

Title: Vice Chancellor  
Business Operations/Fiscal Services

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

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

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

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1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.
  
2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
  
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.
  
4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College - Human Services and Technology Division**

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Fountain Valley Fire Department	
Action:	Request for Approval	

**BACKGROUND**

This is a standard inter-agency instructional services agreement renewal with the City of Fountain Valley Fire Department.

**ANALYSIS**

This standard inter-agency instructional services agreement renewal with the City of Fountain Valley Fire Department is administered in compliance with the guidelines issued by the State of California Community College Chancellor’s Office. This standard inter-agency instructional services agreement renewal with the City of Fountain Valley Fire Department shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal with the City of Fountain Valley Fire Department has been reviewed by Dr. Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$20,000 for each fiscal year.

**RECOMMENDATION**

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

Fiscal Impact:	\$20,000	Board Date: June 11, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this 11th **day** of **June** 2018, by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Fountain Valley Fire Department, 10200 Slater Ave., Fountain Valley, CA, 92708-4736** (Agency).

**RECITALS**

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

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

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

**NOW THEREFORE**, Agency and District agree as follows:

**PROVISIONS OF THE AGREEMENT**

**A. AGENCY'S RESPONSIBILITIES:**

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

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

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

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

B. DISTRICT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 5,700 student contract hours or \$20,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.

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

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

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at



facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

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

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

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

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

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

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

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

If to District:

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

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

If to Agency;  
Fountain Valley Fire Department  
10200 Slater Ave.  
Fountain Valley, Ca. 92708-4736

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

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

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

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

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

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

Agency: CITY OF FOUNTAIN VALLEY  
FIRE DEPARTMENT  
10200 Slater Ave.  
Fountain Valley, CA 92708-4736

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Peter J. Hardash

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

Title: Vice Chancellor  
Business Operations/Fiscal Services

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

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

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

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1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.
  
2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
  
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.
  
4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

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

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

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Garden Grove Fire Department	
Action:	Request for Approval	

**BACKGROUND**

This is a standard inter-agency instructional services agreement renewal with the City of Garden Grove Fire Department.

**ANALYSIS**

This standard inter-agency instructional services agreement renewal with the City of Garden Grove Fire Department is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard inter-agency instructional services agreement renewal with the City of Garden Grove Fire Department shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal with the City of Garden Grove Fire Department has been reviewed by Dr. Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$35,000 for each fiscal year.

**RECOMMENDATION**

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

Fiscal Impact:	\$35,000	Board Date: June 11, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this 11th **day** of **June** 2018, by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Garden Grove Fire Department, 11222 Acacia Pkwy., Garden Grove, CA, 92842-3070** (Agency).

**RECITALS**

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

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

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

**NOW THEREFORE**, Agency and District agree as follows:

**PROVISIONS OF THE AGREEMENT**

**A. AGENCY'S RESPONSIBILITIES:**

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

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



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

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

B. DISTRICT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 10,000 student contract hours or \$35,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.

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

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

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at

facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

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

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

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

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

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

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

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

If to District:

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

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

If to Agency;  
Garden Grove Fire Department  
11222 Acacia Pkwy.  
Garden Grove, Ca. 92840-3070

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

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

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

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

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

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

Agency: CITY OF GARDEN GROVE FIRE  
DEPARTMENT  
11222 Acacia Pkwy.  
Garden Grove, CA 926840-3070

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Peter J. Hardash

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

Title: Vice Chancellor  
Business Operations/Fiscal Services

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

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

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

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1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.
  
2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
  
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.
  
4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.



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

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

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Vernon Fire Department	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

**RECOMMENDATION**

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

Fiscal Impact:	\$70,000	Board Date: June 11, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this 11th **day** of **June** 2018, by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Vernon Fire Department, 4305 Santa Fe Avenue, Vernon, CA, 90058** (Agency).

**RECITALS**

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

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

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

**NOW THEREFORE**, Agency and District agree as follows:

**PROVISIONS OF THE AGREEMENT**

**A. AGENCY'S RESPONSIBILITIES:**

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

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

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

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

B. DISTRICT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

C. FEE

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

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

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

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at

facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

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

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

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

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

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

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

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

If to District:

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

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

If to Agency;  
City of Vernon Fire Department  
4305 Santa Fe Avenue  
Vernon, Ca. 90058



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

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

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

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

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

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

Agency: CITY OF VERNON FIRE  
DEPARTMENT  
4305 Santa Fe Avenue  
Vernon, CA 90058

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Peter J. Hardash

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

Title: Vice Chancellor  
Business Operations/Fiscal Services

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

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

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

---

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.
  
2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
  
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.
  
4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

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

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

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Downey Fire Department	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

**RECOMMENDATION**

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

Fiscal Impact:	\$70,000	Board Date: June 11, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this 11th **day** of **June** 2018, by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Downey Fire Department, 11111 Brookshire Avenue, Downey, CA, 90241-3817** (Agency).

**RECITALS**

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

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

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

**NOW THEREFORE**, Agency and District agree as follows:

**PROVISIONS OF THE AGREEMENT**

**A. AGENCY'S RESPONSIBILITIES:**

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

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

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

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

B. DISTRICT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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



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

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

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

C. FEE

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

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

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

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at

facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

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

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

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

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

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

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

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

If to District:

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

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

If to Agency;  
City of Downey Fire Department  
11111 Brookshire Avenue  
Downey, Ca. 90241-3817

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

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

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

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

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

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

Agency: CITY OF DOWNEY FIRE  
DEPARTMENT  
11111 Brookshire Avenue  
Downey, CA 90241-3817

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Peter J. Hardash

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

Title: Vice Chancellor  
Business Operations/Fiscal Services

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

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

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

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1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.
2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.
4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

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

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

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Montebello Fire Department	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This standard inter-agency instructional services agreement renewal with the City of Montebello Fire Department is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard inter-agency instructional services agreement renewal with the City of Montebello Fire Department shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal with the City of Montebello Fire Department has been reviewed by Dr. Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$36,750 for each fiscal year.

**RECOMMENDATION**

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

Fiscal Impact:	\$36,750	Board Date: June 11, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



**STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this 11th **day** of **June** 2018, by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Montebello Fire Department, 600 North Montebello Boulevard, Montebello, CA, 90640** (Agency).

**RECITALS**

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

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

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

**NOW THEREFORE**, Agency and District agree as follows:

**PROVISIONS OF THE AGREEMENT**

**A. AGENCY'S RESPONSIBILITIES:**

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

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

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

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

B. DISTRICT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 10,500 student contract hours or \$36,750.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.

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

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

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at

facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

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

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

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

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

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

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

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

If to District:

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

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

If to Agency;  
City of Montebello Fire Department  
600 North Montebello Boulevard  
Montebello, Ca. 91709

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

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

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

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

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

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

Agency: CITY OF MONTEBELLO FIRE  
DEPARTMENT  
600 North Montebello Boulevard  
Montebello, CA 90640

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Peter J. Hardash

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

Title: Vice Chancellor  
Business Operations/Fiscal Services

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

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



ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

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1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.
  
2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
  
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.
  
4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

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

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

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Santiago Canyon College Educational Master Plan 2016-2022	
Action:	Request for Approval	

**BACKGROUND**

The Educational Master Plan 2016-2022 is the product of a collaborative process. The Educational Master Planning Committee had the lead role in developing the document. The Office of Institutional Effectiveness & Research conducted an environmental scan that included demographic, industrial, educational, and other data trends internal and external to the college. The findings of the scan were presented college-wide and collegial governance committees provided recommendations for goal creation and refinement. The resulting SCC Educational Master Plan Goals were approved in fall 2016. The 2016-2022 Educational Master Plan document details processes carried out and presents all of the information that was considered during goal development. Please click [here](#) to view the Santiago Canyon College Education Master Plan 2016-2022.

**ANALYSIS**

The Santiago Canyon College Educational Master Plan 2016-2022 is a deliberate and cohesive document designed to illustrate a comprehensive perspective on institutional goals for the six-year period spanning fall 2016 through spring 2022. The result is a prescriptive plan designed to increase student success, improve efficiency, demonstrate accountability, and enhance institutional effectiveness.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Santiago Canyon College Educational Master Plan 2016-2022 document.

Fiscal Impact:	None	Board Date: June 11, 2018
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Aaron Voelcker, Dean, Institutional Effectiveness, Library & Learning Support Services	
Submitted by:	John Hernandez, Ph.D., President	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
(Santiago Canyon College - Business & Career Education)

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Renewal Agreement with Santa Ana Beauty Academy to operate the Santiago Canyon College Cosmetology Program	
Action:	Request for Approval	

**BACKGROUND**

Santiago Canyon College (SCC) seeks to renew its contract with Santa Ana Beauty Academy (SABA) to continue administering the Cosmetology and Esthetician programs. SCC in partnership with SABA offers the programs to Career Education students. SABA is approved by the California Bureau for Private Postsecondary Education and nationally accredited by the National Accrediting Commission of Career Arts & Sciences. The cosmetology program will prepare student for careers as licensed Cosmetologist and Esthetician. This program may lead to a California State License in Cosmetology, Esthetician or Barbering.

**ANALYSIS**

The Rancho Santiago Community College District – Santiago Canyon College will receive apportionment for students enrolled in this program. The District will contract with SABA to provide the facility and instructional services. SABA will be compensated based on a revenue sharing formula of actual positive attendance hours generated on a per student basis. During this contract period, SCC will pay SABA \$4.35 per hour of instruction, not-to-exceed 68,965 hours between July 1 2018 – June 30, 2019. Billings will be managed on a monthly basis.

**RECOMMENDATION**

It is recommended that the Board approve the Renewal Agreement with Santa Ana Beauty Academy to operate the Santiago Canyon College Cosmetology Program.

Board Date: June 11, 2018
<b>Fiscal Impact:</b> A positive fiscal impact of revenues to the college is contingent upon student enrollments. RSCCD–SCC shall pay the above listed “Contractor” known as Santa Ana Beauty Academy (SABA) an amount not-to-exceed \$300,000 for the contract period July 1, 2018 – June 30, 2019.
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education Elizabeth Arteaga, Associate Dean, Business & Career Education
Submitted by: John Hernandez, Ph.D., President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor

**SANTA ANA BEAUTY ACADEMY**  
and  
**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

VOCATIONAL COSMETOLOGY EDUCATION AGREEMENT 2018-19

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2018, by and between the Rancho Santiago Community College District – Santiago Canyon College (hereinafter referred to as “District”) and Santa Ana Beauty Academy (hereinafter referred to as “Contractor”) located at 2231 N. Tustin Avenue, Santa Ana, CA 92705.

**WITNESSETH**

**WHEREAS**, the District, through Santiago Canyon College, intends to provide a vocational education program for the benefit of eligible students of the District, under the State Plan for Vocational Education and the Federal Vocational and Technical Education Act of 1998, through this agreement with the Contractor in order to prepare such students for the vocations of licensed cosmetologist, and/or licensed Cosmetologist/Esthetician and it being understood that such program shall be so designed and conducted that it may lead to a California State License in Cosmetology, or Cosmetologist/Esthetician for such students; and

**WHEREAS**, the Board of Trustees for Rancho Santiago Community College District has approved the contracting out of the cosmetology program pursuant to Education Code 78015; and

**WHEREAS**, the District has an obligation under Sections 55607, 55620, and 55630 of Title 5 to report on vocational education contracts with Private Postsecondary institutions to the State Chancellor’s Office; and

**WHEREAS**, the District also intends to limit the hours of instruction up to a maximum of 68,965 student positive attendance hours, the enrollment pattern may consist of full-time students (a maximum of 8 hours per day, forty hours per week) or part-time students attending less than 8 hours per day, but shall not exceed 68,965 total student attendance hours for the Agreement. The total number of students enrolled shall not exceed a number at which the District funded program may operate effectively; and

**WHEREAS**, Contractor represents that it is a non-public vocational school with extensive capabilities and experience in vocational instruction and training and holds a current institutional approval issued by the Bureau for Private Post-secondary Education as required under California Education Code section 94893 and 94894 and Title 5 of the California Code of Regulations Code section 71660.

**WHEREAS**, Contractor represents that each instructor of the Contractor in this program possesses a certificate of authorization for service in a California Private Postsecondary Educational Institution pursuant to California Education Code Article 3, Division 10, Part 59, Chapter 8 (94948). "Licensure" includes any license, certificate, permit, or similar credential that a person must hold to lawfully engage in a profession, occupation, trade, or career field; and a valid license to teach issued by the State Board of Barbering and Cosmetology; and valid minimum qualifications for faculty to teach in cosmetology as stated and required by Administrative Regulations Title 5, Section 55530(e) and approved by the Rancho Santiago Community College Board of Trustees.

**WHEREAS**, Contractor represents that its financial resources are adequate to insure operation for the duration of the student training period and the Contractor operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, color, religion, ancestry, national origin, age, citizenship, medical condition, physical handicap or marital status; and

**WHEREAS**, Contractor represents that its physical facilities meet requirements of State and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance; and

**WHEREAS**, Contractor represents that it maintains current, accurate records of both student attendance based on time cards and progress. The Contractor consents to inspection of these records by authorized representatives of the District, California Community College Board of Governors, other regulatory and administrative agencies and the California Board of Barbering and Cosmetology; and

**WHEREAS**, Contractor represents that it is free of any pending or existing proceedings against its license or that of any of its instructors; or in the alternative, that it can show to the satisfaction of the District by way of written evidence that such proceedings are without merit and will be disposed of in favor of the license;

**WHEREAS**, the District intends to provide, for the benefit of selected, eligible students of the District, a vocational education program under the State Plan for Vocational Education through this agreement with the Contractor, in order to prepare such students for the vocation of Cosmetology/Esthetician, it being understood that such program shall be so designed and conducted that it may lead to a California State License in Cosmetology/Esthetician for such students; and,

**WHEREAS**, the Contractor operates as a private, post-secondary, vocational school offering instruction and training in Cosmetology/Esthetician;

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

1. All of the above recitals are true and correct.
2. The Contractor shall comply with all provisions of The California Education Code and Title 5 of the California Code of Administrative Regulations applicable to said Contractor's school to which the District's students are to be assigned, including, but not limited to the holding by Contractor of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in cosmetology; it being agreed that
  - a. The Contractor shall submit to the District evidence of compliance with this certificate and license requirement prior to the assignment by the District of any of its students to the Contractor's school; and
  - b. The Contractor shall continue to operate such a school during the term of this Contract.
  - c. The Contractor's school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.
3. The Contractor shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statues including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in cosmetology.
4. The Contractor shall provide and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
5. The Contractor shall comply with applicable provisions of the Higher Education Act of 1965, as amended, and, prior to the assignment by the District of any of its students to the Contractor's school, shall submit to the District evidence of such compliance.
6. The Contractor shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964 and ADA (the Americans With Disabilities Act), and, prior to the assignment by the District of any of its students to the Contractor's school, shall submit to the District evidence of such compliance. Contractor agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person and shall provide reasonable accommodations.
7. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained,

arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

8. The District and the Contractor shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which cosmetology is a part.

9. The District shall enroll a maximum number of students up to capacity with no minimum in the Contractor's school; it being understood that the District does NOT guarantee any set number of students will be enrolled in the Contractor's school at any time.

10. The Contractor shall provide for sixteen hundred (1600) hours of approved instruction and training per student in Cosmetology, or six hundred (600) hours of approved Esthetician instruction per student constitutes the State prescribed educational program to be completed prior to the Board Examination and License of students. For each District student, Contractor shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the District authorized to attend the Contractor's school located at 2231 N. Tustin Avenue, Santa Ana, CA 92705 as established elsewhere in this contract; and it being further understood that the actual number of hours of such instruction and training available to any such authorized student at the expense of the District shall be limited by the period of time between the enrollment date of the student and the final termination date of this contract and the limitations on hours of instruction as established elsewhere in this Contract.

- a. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, or six hundred (600) hours per student in Esthetician instruction as detailed above for the respective fields shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate and/or a license in those fields.
- b. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, or six hundred (600) hours per student in Esthetician shall be given in a proportionate manner over a period of three college semesters or two college semester and a summer session from the date of enrollment for a full-time forty (40) hours per week student. A student who attends part-time may complete the program in any other combination until a total of 1600 hours in cosmetology, or 600 hours in esthetician has been completed. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of 20-24 hours and a maximum of 40 hours in any calendar week. Instruction time shall be provided by the Contractor for all



students who wish such instruction during the school holidays (excluding legal holidays), winter recess and summer vacation provided such instructional time does not exceed the total hours stipulated within this Agreement.

- c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the District, it being understood that the District, acting through its representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.
- d. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, or six hundred (600) hours per student in Esthetician shall be given under the direct supervision of California licensed cosmetology instructors holding valid California teaching credentials authorizing services in the area of cosmetology in career technical education programs in a community college or possessing equivalent qualifications as established by the District, proof of minimum qualifications to be maintained by the District, and all District students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors.
- e. Should it become necessary for one or more District student(s) to transfer to the Contractor from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, career technical education schools for instruction and training in cosmetology, the Contractor agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.
- f. Any student of the District who completes sixteen hundred (1600) hours of approved instruction and training in Cosmetology, or six hundred (600) hours of approved Esthetician instruction, and has not had the minimum instruction and training required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the Contractor such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the District.
- g. The Contractor shall participate in a program review and validation conducted by the District and at the discretion of the District. Said program review shall include, but is not limited to, advisory committee minutes, student completion

statistics, student surveys, student evaluations, a review of Contractor's curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, record keeping process and practices, governance, and Contractor-District relationship. In the event a program review is requested, Contractor shall be given at least sixty (60) days written notice. Contractor shall complete a self-appraisal in the format supplied by District and submit said self-appraisal to District thirty (30) days prior to a site visitation by District representatives.

- h. Should it become necessary, Santa Ana Beauty Academy shall withhold scheduling the State Exam appointment for students with outstanding balances with RSCCD. Students will be eligible to schedule State Exams at which point they have completed the designated number of required hours and have no outstanding balance with RSCCD.

11. The Contractor shall provide, without additional charges to the District or the District's students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the District without cost to students in this or other career technical education offerings of said District; and may require students covered by this Contract to purchase such offerings of said types and/or kinds of instructional materials as the District ordinarily requires students in this or other vocational offerings of said District to furnish without cost to said District; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools and/or equipment and uniforms. All material and equipment supplied by the Contractor shall remain the property of the Contractor and shall not be removed from the Contractor's premises without the permission of the Contractor.

12. The by authorized students of the District covered by this Contract, pursuant to the terms and conditions noted hereinafter.

- a. District payments shall be made upon completion of modules and mutually agreed upon by both District and Contract. Payment shall be based upon a certification of the hours of such attendance during the previous calendar months at the Contractor's place of instruction and training; it being agreed that each certification shall be on forms supplied by the District, and shall be based upon daily attendance records maintained by the Contractor, and subject to review and/or audit by an authorized representative of the District.
- b. The Contractor shall submit and certify monthly positive attendance statements, rosters, and billings to Santiago Canyon College, 8045, E. Chapman Avenue, Orange CA 92869 Attention: Dean, Business & Career Education or designee, within five business days preceding the previous months positive attendance. All positive attendance hours shall be submitted on District forms. Billings shall include evidence of positive attendance in accordance with State Regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees, students college identification, social security number, date of birth, and number of actual hours of instruction given. It is the responsibility of Contractor to ensure that delivery is made to the appropriate office.

- c. Records of enrollee attendance shall be maintained by the Contractor for a period of five (5) years and shall be available for review by the District, its staff, its auditor, the Office of Private Post Secondary Education, and the staff of the Vocational Education Unit of the California Community Colleges – Chancellor’s Office.
  - d. The Contractor shall not be reimbursed for more than a total of sixteen hundred (1600) hours of instruction and/or training for any one student.
  - e. In the event a District student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the District shall be responsible to the Contractor for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
  - f. In the event that the District determines that the total direct and indirect cost to provide the same sixteen hundred (1600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the District, or the tuition the Contractor charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the Contractor agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
  - g. Contractor states that 40% of the above hourly rate represents actual costs of instructors, including all salary related benefits, 20% of the above hourly rate represents rental of equipment, and 40% of the above hourly rate represents rental of facilities.
  - h. The District shall enroll a maximum number of students up to capacity with no minimum in the Contractor’s school; it being understood that the District does NOT guarantee any set number of students will be enrolled in the Contractor’s school at any time.
  - i. Contractor shall submit with their monthly statement a copy of any site visitation reports made by the State Board of Cosmetology.
13. Except as noted in this Contract, the Contractor shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.
14. The Contractor agrees to accept new students during each enrollment period established by the District.
15. The District shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion; it being understood that during such times as any District student is in

attendance in the Contractor's school, such student will be subject to the Contractor's rules and regulations relating to conduct, health, and safety; and operating procedures; it being understood that disciplinary action leading to suspension or dismissal of a District student shall be taken only by the District after consultation with the Contractor.

16. The Contractor will provide those administrative functions essential for the operation of his/her facility at his/her own expense.

17. The Contractor and the District shall ensure that ancillary and support services as relating to counseling, guidance and placement are provided for the students.

18. The Contractor shall maintain accurate records of attendance, financial aid and progress for each student and evaluations of each student at the request of the District, and shall submit to the District such information from such records as is requested by the authorized representative(s) of the District; it being understood that such submittals may be upon a regular schedule and /or upon special requests and it being further understood that there shall be no release of information from such records to any party other than such representative(s). Contractor shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the District.

19. The District shall be financially committed to the cosmetology program only for the amount of monies adopted by the Rancho Santiago Community College District Board of Trustees for this program during the 2018/2019 calendar year starting on July 1, 2018 and expires on June 30, 2019. In the event that monies are exhausted, the Contractor's school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the District or the student.

20. The Contractor shall permit inspections by authorized representatives of the District, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the Contractor's school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, is required, audit school records; interview students and others; and/or evaluate physical plant, instructional aide equipment, and classes in session.

21. Contractor will obtain and maintain all workers' compensation insurance required by law for employees in the operation of this program.

22. Contractor provides, when required by law and at the Contractor's own expense workers' compensation insurance coverage for any student.

23. The Contractor shall indemnify and hold harmless the District and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and

liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by Contractor.

- a. In satisfaction of this requirement, the Contractor, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the Contractor's expense, a policy of general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence for personal injury or death, and not less than twenty-five thousand dollars (\$25,000) for property damage.
  - i. Said policy shall be obtained from a reliable insurance carrier authorized to do such general liability and property damage insurance business in the State of California.
  - ii. Said policy shall expressly name District, its entities, officers, agents, and employees, the Board of Governors of the California Community Colleges and the State of California and their agents, employees, and officers as additional insured.
  - iii. Said policy shall provide that the District shall be given not less than ten (10) days written notice of any cancellation, modification, or reduction of policy coverage.
  - iv. Contractor shall provide to the District a certificate of insurance covering the contract period and stating the required coverage.
  - v. A copy of said policy shall be furnished at all times to the District; and said copy shall be kept up to date by the Contractor.
- b. In satisfaction of this requirement, the Contractor shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this contract by the Contractor.
- c. Such insurance afforded by this policy for the District, the Board of Governors of the California Community Colleges, the State of California, and their officers, agents, and employees shall be primary and any insurance carried by the District, the Board of Governors of the California Community Colleges, the State of California and their officers, agents, and employees shall be excess and non-contributory.

24. The Contractor shall not use, without prior written approval of the District, the name "Rancho Santiago Community College District" or "Santiago Canyon College" or any of said

District's administrative units, singly or in combination, in any printing or posted materials referring to the Contractor's school and/or the course of instruction.

25. This Contract shall automatically terminate July 1, 2019, it being agreed that either party to this Contract may terminate the Contract at the end of any enrollment term by giving thirty (30) days prior written notice to the other party; and it being agreed that at the time of termination of this Contract neither party shall have any obligation to the other party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination. The Contractor shall notify the District of any change in facility location during the period of this Agreement. Facilities must be within the geographical boundaries of the District. The District reserves the right to terminate this Agreement due to a facility change which the District determines to be inadequate for instructional purposes or is outside the district boundaries.

26. The District and the Contractor reserve the right to terminate this Agreement by giving thirty (30) days prior written notice. In addition, the District may terminate this Agreement due to budgetary restraints identified by the Board of Trustees, thirty (30) days after giving written notice. Should a termination notice be provided, no new students will be accepted after the notice has been served on the other party.

27. This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the parties hereto.

28. Any notice given under this Contract shall be deemed given when personally served upon the Chancellor of the District or upon the Contractor, or when sent certified mail, return receipt requested and deposited in the mails of Orange County in a sealed envelope with postage thereon prepaid from one party to the other addressed as follows:

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

To Contractor:                Santa Ana Beauty Academy  
   2231 N. Tustin Avenue  
   Santa Ana, CA 92705  
   Attn: Owner – Phuong-Dung (Tammy) Nguyen  
   Tax Identification Number: 26-3764483

29. Contractor shall provide all students who complete the program and pass the State Board of Cosmetology examinations with job placement services. Such placement records shall be kept and recorded to the District annually.

30. Should the District exercise its right to terminate this Agreement, students currently enrolled shall have the option to complete the current semester or summer school session at a cost not to exceed the rate per student instructional hour as set forth herein. Such fees to be paid directly to the Contractor by the student.

31. The Contractor shall be in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title IX of the Education Amendments to the Higher Education Act of 1972 as amended, Section 04 of the Rehabilitation Act of 1973 as amended, U.S. Presidential Executive Order 11246, and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, Title IV, Federal Student Financial Aid Regulations and all applicable local, state, and federal health and safety regulations.

32. This Contract shall be valid and effective upon the approval of the Chancellor of the California Community Colleges.

**In Witness Hereof**, the Parties hereto have executed this Contract as of the day and year first written above.

**SANTA ANA BEAUTY ACADEMY**

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

**By:** \_\_\_\_\_  
**Phuong-Dung (Tammy) Nguyen**

**By:** \_\_\_\_\_  
**Peter J. Hardash**

**Title: Owner/Director** \_\_\_\_\_

**Title: Vice Chancellor, Business  
Operations/Fiscal Services** \_\_\_\_\_

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Technical Education

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Amendment to Vocational Cosmetology Education Agreement with Santa Ana Beauty Academy	
Action:	Request for Approval	

**BACKGROUND**

This request is to modify the 2017-2018 Vocational Cosmetology Education Agreement approved at the May 30, 2017, RSCCD Board meeting between Rancho Santiago Community College District - Santiago Canyon College and Santa Ana Beauty Academy, SCC 17-0530H. The program is performing well and students are completing hours at a higher rate than expected. To support student completion, we are increasing the contract funds. To see the original agreement from May 30, 2017 board docket, please [click here](#).

**ANALYSIS**

The Rancho Santiago Community College District-Santiago Canyon College will continue to receive apportionment for students enrolled in this program. This modification represents an adjustment in the *not-to-exceed* portion, adding \$80,000 to the contract period through June 30, 2018. Billing will be managed on a monthly basis.

**RECOMMENDATION**

It is recommended that the Board approve the amendment to the Vocational Cosmetology Education Agreement with Santa Ana Beauty Academy.

Board Date: June 11, 2018
Fiscal Impact: A positive fiscal impact of revenues to the college is contingent upon student enrollments and hours completed. RSCCD–SCC shall pay the above listed “Contractor” known as Santa Ana Beauty Academy (SABA) an amount not-to-exceed \$300,000 for the contract period July 1, 2017 – June 30, 2018.
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education Elizabeth Arteaga, Associate Dean, Business & Career Technical Education
Submitted by: John Hernandez, Ph.D., President
Recommended by: Dr. Raúl Rodríguez, Chancellor



THIS AMENDMENT to AGREEMENT is made this 11<sup>th</sup> day of June in the year 2018, between the Rancho Santiago Community College District – Santiago Canyon College (hereinafter referred to as “District”) and Santa Ana Beauty Academy (hereinafter referred to as “Contractor) located at 2231 N. Tustin Avenue, Santa Ana, CA 92705.

WITNESSETH

The Contractor and District do mutually agree as follows:

1. To amend AGREEMENT #17-0530H entered into on July 1, 2017 by increasing the *not-to-exceed* portion to \$300,000, adding \$80,000 to the contract period through June 30, 2018.

Signature:

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations/Fiscal Services

\_\_\_\_\_  
Date

Name of Organization:

**Rancho Santiago Community College District  
on behalf of Santiago Canyon College**

Address:

8045 East Chapman  
Orange, CA 92869

Signature:

\_\_\_\_\_  
Phuong-Dung (Tammy) Nguyen  
Owner

\_\_\_\_\_  
Date

Name of Organization:

**Santa Ana Beauty Academy**

Address:

2321 N. Tustin Avenue  
Santa Ana, CA, 92865

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College  
Student Services

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of School Counseling Supervised Unpaid Practicum and Internship Fieldwork Agreement Between Chapman University and Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

In an effort to expand internship opportunities for students in Chapman University's Masters in School Counseling Program, the university has pursued with great interest that Santiago Canyon College (SCC) serve as one of the intern training sites. Santiago Canyon College's Counseling Department has experience and an excellent reputation for training counseling discipline graduate student interns and believes this agreement is an excellent opportunity to build upon a variety of partnerships our college has already established with Chapman University.

**ANALYSIS**

This agreement with Chapman University affords SCC's Counseling Department the opportunity to expose graduate-level students to all aspects of academic, career, and personal counseling experiences that will help them investigate a career in community college counseling. Upon graduate degree completion, well-trained interns are highly sought by SCC and other community colleges for employment as an adjunct counselor.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the School Counseling Supervised Unpaid Practicum and Internship Fieldwork Agreement Between Chapman University and Santiago Canyon College.

Fiscal Impact:	None	Board Date: June 11, 2018
Prepared by:	Syed Rizvi, Vice President of Student Services Ruth Babeshoff, Dean of Counseling & Student Support Services	
Submitted by:	John Hernandez, Ph.D., President, Santiago Canyon College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	



CHAPMAN  
UNIVERSITY  
Orange, California 92866

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## **SCHOOL COUNSELING SUPERVISED UNPAID PRACTICUM AND INTERNSHIP FIELDWORK AGREEMENT**

THIS AGREEMENT is made and entered into by and between Chapman University hereinafter called the "UNIVERSITY," and the Rancho Santiago Community College District, on behalf of Santiago Canyon College hereinafter called "FIELDWORK SITE."

### **I. RESPONSIBILITIES OF THE UNIVERSITY**

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

### **II. RESPONSIBILITIES OF THE FIELDWORK SITE**

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

- F. 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.
- G. The FIELDWORK SITE staff shall comply with APPENDIX A regarding the FIELDWORK SITE'S supervision of UNIVERSITY students, as attached and incorporated by reference.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE 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 trustees, agents, or employees.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, 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 FIELDWORK SITE, its agents, or employees.
- F. University and Fieldwork Site each agree to maintain insurance or a program of self insurance throughout the term of this Agreement as follows:
  - i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
  - ii. Professional liability insurance written on a claims-made form or Occurrence form, with limits of One Million Dollars (\$1,000,000) per claim/occurrence and Two Million Dollars (\$2,000,000) in the aggregate. University shall provide coverage for students under school's professional liability policy or shall ensure that all students maintain individual professional liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and
  - iii. University and Fieldwork Site shall maintain statutory Workers' Compensation coverage on their respective employees working at Fieldwork Site pursuant to this Agreement. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are

not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, and

iv. University and Fieldwork Site shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured. Such evidence will be provided on a basis consistent with the effective date of this Agreement and annually thereafter. Each party shall provide the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- H. Any failure of a 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.
- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

INFORMATION ON SCHOOL DISTRICT:

Attn: Syed Rizvi  
Vice President of Student Services  
Santiago Canyon College  
8045 E. Chapman Ave  
Orange, CA 92869

UNIVERSITY CONTACT INFORMATION:

Attn: Harold Hewitt, VP & COO  
Chapman University  
One University Drive  
Orange, CA 92866

- J. 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.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. 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. No change, modification, addition, 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.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

- N. 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 this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

#### IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective August 1, 2018 and shall continue in full force and effect through August 1, 2023.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

#### SIGNATURES:

FIELDWORK SITE:    Signature: \_\_\_\_\_  
                                 Name:         Peter J. Hardash  
                                 Title:         Vice Chancellor, Business Operations/Fiscal Services  
                                 District:      Rancho Santiago Community College District  
                                 Date:           \_\_\_\_\_

UNIVERSITY:         Signature: \_\_\_\_\_  
                                 Name:         Harold W. Hewitt, Jr.  
                                 Title:         Executive Vice President & COO  
                                 University:    Chapman University  
                                 Date:           \_\_\_\_\_

## Appendix A Specific Supervision Requirements

### School Counseling Fieldwork:

- A. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- B. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- C. Provide opportunities for students to gain a broad range of experiences, including experiences in:
- |   |  |
|---|--|
| (a) Program Design, Rationale and Coordination                      | (n) Technological Literacy                         |
| (b) Growth and Development  | (o) Supervision and Mentoring                      |
| (c) Socio-Cultural Competence                                       | (p) Academic Development                           |
| (d) Assessment  | (q) Career Development                             |
| (e) Comprehensive Prevention and Early Intervention for Achievement | (r) Personal and Social Development                |
| (f) Professional Ethics and Legal Mandates                          | (s) Advocacy                                       |
| (g) Family-School Collaboration                                     | (t) Learning, Achievement and Instruction          |
| (h) Self-esteem and Personal and Social Responsibility              | (u) Individual Counseling                          |
| (i) School Safety and Violence Prevention                           | (v) Group Counseling and Facilitation              |
| (j) Consultation  | (w) Collaboration, Coordination and Team Building  |
| (k) Professional Leadership Development                             | (x) Organizational Systems and Program Development |
| (l) Collaboration and Coordination of Pupil Support Systems         | (y) Prevention Education and Training              |
| (m) Human Relations   | (z) Research, Program Evaluation and Technology    |
- D. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- E. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- F. Audio and/or video taping of selected counseling activities by the student for purposes of supervision shall be conducted by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Proposed Revisions for the 2018-2019 Santiago Canyon College Catalog Addendum	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

**RECOMMENDATION**

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

Fiscal Impact:	None	Board Date: June 11, 2018
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs, SCC Darlene Diaz, Chair, Curriculum and Instruction Council, SCC	
Submitted by:	John Hernandez, Ph.D., President, SCC	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	





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CURRICULUM AND INSTRUCTION COUNCIL

DATE: June 11, 2018

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

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

RE: **PROPOSED REVISIONS FOR THE 2018-2019 CATALOG**

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

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

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

**GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A)**

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

Area B2: Social Science Elective  
Psychology 190 added

Area E1: English Composition  
English 100 added

Area E2: Communication and Analytical Thinking  
Mathematics 171 added  
Mathematics 220 added

Area F1: Lifelong Understanding and Self-Development  
Psychology 190 added

Area G1: Mathematics Proficiency  
Mathematics 171 added  
Mathematics 220 added

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

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

Area A2: Written Communication

English 100 added

Area B4: Mathematics/Quantitative Reasoning

Mathematics 171 added

Mathematics 220 added

Area D7: Interdisciplinary Social or Behavioral Science

Psychology 190 added

Area D9: Psychology

Psychology 190 added

Area E1: Lifelong Understanding and Self-Development

Psychology 190 added

**INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C)**

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

Area 1A: English Composition

English 100 added

Area 2A: Mathematical Concepts and Quantitative Reasoning

Mathematics 171 added

Mathematics 220 added

Area 4: Social and Behavioral Sciences

Psychology 190 added

**NEW PROGRAMS, DEGREES, AND CERTIFICATES**

(See Attachment #1)

Eighteen (18) news program control number will be requested from the California Community colleges Chancellor's Office for the upcoming academic year in accordance with California Code of Regulations §55130.

**REVISED PROGRAMS, DEGREES, AND CERTIFICATES**

(See Attachment #2)

Fifteen (15) programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and recommendations from state agencies.

**NEW COURSES**

(See Attachment #3)

Forty-seven (47) new courses were approved due to new and/or expanded programs or major changes in the discipline.

**REVISED COURSES**

(See Attachment #4)

Seventy-three (73) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four year schools and recommendations from advisory committees or state agencies.

**DEACTIVATED COURSES**

(See Attachment #5)

Eighteen (18) courses were deactivated because they were outdated and/or had not been offered in three (3) or more years.

**DISTANCE EDUCATION OFFERINGS**

(See Attachment #6)

Sixty-two (62) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. This course was designed with portions of the instruction which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

**STAND ALONE**

(See Attachment #7)

Eight (8) nondegree-applicable courses, which are not part of an approved educational program, as permissible by California Education Code §70900-70902 and California Code of Regulations §55002, were approved as stand alone.

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

## **NEW PROGRAMS, DEGREES, AND CERTIFICATES**

### **Credit**

Bilingual Instructional Aide: Spanish, Certificate of Proficiency  
Kinesiology - Fitness and Active Lifestyle, A.S. Degree  
Kinesiology - Fitness and Active Lifestyle, Certificate of Achievement  
Kinesiology - Health Promotion, A.S. Degree  
Kinesiology - Health Promotion, Certificate of Achievement  
Kinesiology - Sport Studies, A.S. Degree  
Kinesiology - Sport Studies, Certificate of Achievement  
Code Enforcement and Compliance, A.S. Degree  
Code Enforcement and Compliance, Certificate of Achievement  
Social Justice Studies: Chicano Studies, A.A. Degree for Transfer  
Social Justice Studies: Ethnic Studies, A.A. Degree for Transfer  
Social Justice Studies: Gender Studies, A.A. Degree for Transfer  
S.T.R.E.A.M in Early Learning Programs, Certificate of Achievement

### **Non-Credit**

Caregiver / Personal Care Aide, Certificate of Completion  
College Preparation Mathematics, Certificate of Competency  
Custodial Technician, Certificate of Completion  
Essential Mathematics and Math Study Skills Support, Certificate of Competency  
Food Handler, Certificate of Completion

**REVISED PROGRAMS, DEGREES, AND CERTIFICATES**

**Credit**

Anthropology, A.A. Degree (11939)  
Anthropology, A.A. Degree for Transfer (32043)  
Elementary Education, A.A. Degree (17759)  
Elementary Teacher Education, A.A. Degree for Transfer (31735)  
Gender, Sexuality, and Women's Studies, A.A. Degree (11938)  
Liberal Arts: Mathematics and Sciences, A.A. Degree (18318)  
Liberal Arts: Multi-Cultural Studies, A.A. Degree (18319)  
Liberal Arts: Social and Behavioral Sciences, A.A. Degree (18320)  
Psychology, A.A. Degree for Transfer (31041)  
Social Justice Studies: General, A.A. Degree for Transfer (Title Change Only)  
Sociology, A.A. Degree (11947)  
Spanish, A.A. Degree for Transfer (32045)

**Non-Credit**

Food Service Manager, Certificate of Completion (24093)  
Receptionist/Information Clerk, Certificate of Completion (30985)  
Secondary Education, Certificate of Competency (24389)

**NEW COURSES****Credit**

Child Development 200, Introduction to Technology in Early Childhood Education  
 Child Development 217, Creative Music and Performing Arts for Early Learners  
 Child Development 218, Visual Art Experiences for Early Learning Environments  
 Child Development 229, Brain Development and Learning  
 Child Development 234, Brain Compatibility Guidance and Classroom Management for Early Learning Settings  
 Child Development 236, Engineering, Math and Science Strategies for Early Learning Environments  
 Child Development 297, Analyzing and Applying Teacher Strategies in the Classroom  
 Computer Information Systems 098, Introduction to UAS History and Operations  
 Computer Information Systems 198, Python Programing  
 Dance 204A, Dance Production  
 Dance 204B, Dance Production  
 Dance 205, Performance Ensemble  
 Dance 250A, Hip Hop Dance I  
 Dance 250B, Hip Hop Dance II  
 Dance 251, Hip Hop Dance III  
 English 100, Freshman Composition with Integrated Support  
 Gender, Sexuality and Women's Studies 103, Men and Masculinities  
 Mathematics 171, PreCalculus and Trigonometry  
 Mathematics 220, Statistics and Probability with Integrated Review  
 Mathematics N41, PreCalculus Support Course  
 Psychology 190, Psychology of Human Sexuality  
 Public Works 085, Code Enforcement Officer  
 Public Work 098, Code Enforcement Officer  
 Reading 130, Reading Strategies for Across the Curriculum  
 Mathematics N41, Precalculus Support Course  
 Mathematics N98, Intermediate Algebra Support Lab  
 Mathematics N98, Precalculus Support Course  
 Mathematics N98, Statistics Support Course  
 Real Estate 198, Real Estate Cooperative Work Experience/Career Internship

**NEW COURSES (Cont'd...)**

**Non-Credit**

English as a Second Language 270, Seminar for Advanced ESL Students  
English as a Second Language 800, ESL for Medical Occupations  
High School Subjects: Mathematics 120, Integrated Math 1A  
High School Subjects: Mathematics 121, Integrated Math 1B  
High School Subjects: Mathematics 122, Integrated Math 2A  
High School Subjects: Mathematics 123, Integrated Math 2B  
High School Subjects: Mathematics 124, Integrated Math 3A  
High School Subjects: Mathematics 125, Integrated Math 3B  
High School Subjects: Other 513, Spanish 4A  
High School Subjects: Other 514, Spanish 4B  
Math Continuing Education 100, Math Study Skills and Basic Skills Support  
Math Continuing Education 206, College Preparation Essential Mathematics  
Math Continuing Education 255, College Preparation Algebra  
Older Adults 200, Health and Wellness  
Vocational: Custodial Technician 101, Custodial Technician  
Vocational: Custodial Technician 102, Basic Hazmat Safety Standards  
Vocational: Medicine 030, Introduction to Caregiving  
Vocational: Medicine 031, Caregiver Training

**REVISED COURSES****Credit**

Anthropology 100, Introduction to Cultural Anthropology  
 Anthropology 101, Introduction to Physical Anthropology  
 Apprenticeship Cosmetology 035, Cosmetology Apprentice  
 Apprenticeship Operating Engineers 021, Plant Equipment Operator 1  
 Apprenticeship Operating Engineers 021J, Plant Equipment Operator 1- Journeyworker  
 Apprenticeship Operating Engineers 022, Plant Equipment Operator 2  
 Apprenticeship Operating Engineers 022J, Plant Equipment Operator 2- Journeyworker  
 Apprenticeship Operating Engineers 023, Plant Equipment Operator 3  
 Apprenticeship Operating Engineers 023J, Plant Equipment Operator 3- Journeyworker  
 Apprenticeship Operating Engineers 024, Plant Equipment Operator 4  
 Apprenticeship Operating Engineers 024J, Plant Equipment Operator 4- Journeyworker  
 Apprenticeship Operating Engineers 025, Plant Equipment Operator 5  
 Apprenticeship Operating Engineers 025J, Plant Equipment Operator 5- Journeyworker  
 Apprenticeship Operating Engineers 026, Plant Equipment Operator 6  
 Apprenticeship Operating Engineers 026J, Plant Equipment Operator 6- Journeyworker  
 Apprenticeship Power Lineman 020, Orientation  
 Apprenticeship Power Lineman 021, Power Lineman Apprentice 1  
 Apprenticeship Power Lineman 022, Power Lineman Apprentice 2  
 Apprenticeship Power Lineman 023, Power Lineman Apprentice 3  
 Apprenticeship Power Lineman 024, Power Lineman Apprentice 4  
 Apprenticeship Power Lineman 025, Power Lineman Apprentice 5  
 Apprenticeship Power Lineman 026, Power Lineman Apprentice 6  
 Apprenticeship Power Lineman 041, Work Methods Training  
 Apprenticeship Power Lineman 042, Rubber Gloves Training  
 Apprenticeship Power Lineman 043, Hot Sticks Training  
 Apprenticeship Surveying 030, Labor Relations  
 Apprenticeship Surveying 031, Supplemental Math for Chainman Apprentices  
 Apprenticeship Surveying 040, Standard First Aid  
 Counseling 101, Educational, Personal, Cultural, and Career Exploration  
 Dance 100, Dance History and Appreciation  
 English N57, Sentence Skills Brushup  
 English N58, English Fundamentals ALP  
 English N59, Fundamentals of Reasoning and Writing  
 Gender, Sexuality and Women's Studies 101, Introduction to Women's Studies  
 Gender, Sexuality and Women's Studies 102, Money, Sex, and Power  
 Music 104, Rock Music History and Appreciation  
 Philosophy 106, Introduction to Philosophy  
 Political Science 201, Introduction to Comparative Politics  
 Psychology 180, Psychology of Gender  
 Reading 150, Critical Reading  
 Sociology 120, Introduction to Sociological Research Methods  
 Theater Arts 100, Introduction to Theatre  
 Vocational: Food 005, Food Handler Test Preparation (Title Change Only)



**REVISED COURSES (Cont'd...)****Non-Credit**

Vocational: Business 010, Introduction to Web Design using Adobe Dreamweaver  
Vocational: Business 012, Workforce Readiness  
Vocational: Business 013, Introduction to Personal Management using Microsoft Outlook  
Vocational: Business 014, Introduction to Mobile and Social Media Tools  
Vocational: Business 030, How to Build a Home-Based Business  
Vocational: Business 040, Accounting for Non-Accountants  
Vocational: Business 080, Introduction to Medical Billing  
Vocational: Business 096, Introduction to Use of Digital Cameras  
Vocational: Business 097, Introduction to Personal Commerce on the Internet  
Vocational: Business 101, Introduction to #D Modeling using Blender  
Vocational: Business 102, Introduction to Desktop Publishing using Adobe InDesign  
Vocational: Business 103, Introduction to MS Project  
Vocational: Business 105, Introduction to 3D Animation using Blender  
Vocational: Business 107, Seminar in Adobe Tools  
Vocational: Business 109, Introduction to Desktop Video Editing using Adobe Premiere  
Vocational: Business 117, Introduction to Document Processing using Adobe Acrobat  
Vocational: Business 118, Introduction to Windows  
Vocational: Business 119, Introduction to Keyboarding and Basic Windows  
Vocational: Business 120, Introduction to Animations using Adobe Animate  
Vocational: Business 121, Introduction to Computer Software Applications  
Vocational: Business 242, Introduction to Vector Graphics using Adobe Illustrator  
Vocational: Business 257, Seminar in Business Applications  
Vocational: Business 258, Navigating the Internet  
Vocational: Business 260, Introduction to Word Processing using MS Word  
Vocational: Business 261, Introduction to Databases using MS Access  
Vocational: Business 262, Introduction to Spreadsheets using MS Excel  
Vocational: Business 302, Introduction to Web Page Development using HTML  
Vocational: Business 303, Introduction to Electronic Imaging using Adobe Photoshop  
Vocational: Business 304, Introduction to Electronic Presentations using MS PowerPoint  
Vocational: Food 010, Food Service Manager Test Preparation

**DEACTIVATED COURSES****Credit**

Mathematics 030, Coping With Math Anxiety  
Mathematics 030L, Coping With Math Anxiety Math Lab  
Mathematics N06, Essential Mathematics  
Mathematics N06L, Essential Mathematics Math Lab  
Mathematics N55, Beginning Algebra  
Mathematics N55L, Beginning Algebra Math Lab

**Non-Credit**

Adult Basic Education 008, Transition to Higher Learning for Adults with Disabilities  
Adult Basic Education 012, Self-Advocacy for Adults with Disabilities  
Adult Basic Education 020, Communication Skills for Successful Employment for Adults with Disabilities  
Adult Basic Education 021, Building Critical Thinking Skills for Adults with Disabilities  
Adult Basic Education 032, Getting Around Town for Adults with Disabilities  
Adult Basic Education 033, Choosing the Right Employment Path for Adults with Disabilities  
Adult Basic Education 034, Safety on the Job for Adults with Disabilities  
Adult Basic Education 035, Social Skills and Necessary Etiquette for Adults with Disabilities  
Adult Basic Education 130, Beginning Computers for Adults with Disabilities  
High School Subjects: Social Science 223, Government 2: California State/Local Government  
High School Subjects: Social Science 224, World Geography 1A  
High School Subjects: Social Science 225, World Geography 1B

**DISTANCE EDUCATION OFFERINGS****Credit**

Anthropology 100, Introduction to Cultural Anthropology  
Anthropology 101, Introduction to Physical Anthropology  
Child Development 200, Introduction to Technology in Early Childhood Education  
Child Development 217, Creative Music and Performance Arts for Early Learners  
Child Development 218, Visual Arts Experiences for Early Learning Environments  
Child Development 229, Brain Development and Learning  
Child Development 236, Engineering, Math and Science Strategies for Early Learning Environments  
Child Development 234, Brain Compatible Guidance and Classroom Management for Early Learning Settings  
Child Development 297, Analyzing and Applying Teacher Strategies in the Classroom  
Counseling 101, Education, Personal, Cultural, and Career Exploration  
Dance 100, Dance History and Appreciation  
English as a Second Language 270, Seminar for Advanced ESL Students  
English as a Second Language 800, ESL for Medical Occupations  
Gender, Sexuality and Women's Studies 101, Introduction to Women's Studies  
Gender, Sexuality and Women's Studies 102, Money, Sex, and Power  
Gender, Sexuality, and Women's Studies 103, Men and Masculinity  
Mathematics 220, Statistics and Probability with Integrated Review  
Mathematics N55, Beginning Algebra  
Music 104, Rock Music History and Appreciation  
Philosophy 106, Introduction to Philosophy  
Political Science 201, Introduction to Comparative Politics  
Psychology 180, Psychology of Gender  
Psychology 190, Psychology of Human Sexuality  
Public Works 085, Code Enforcement Officer  
Public Works 098, Code Enforcement Officer  
Reading 130, Reading Strategies for Across the Curriculum  
Reading 150, Critical Reading  
Sociology 120, Introduction to Sociological Research Methods  
Theatre Arts 100, Introduction to Theatre

**DISTANCE EDUCATION OFFERINGS (Cont'd...)****Non-Credit**

Math Continuing Education 206, College Preparation Essential Mathematics  
Math Continuing Education 255, College Preparation Algebra  
Vocational: Business 010, Introduction to Web Design using Adobe Dreamweaver  
Vocational: Business 012, Workforce Readiness  
Vocational: Business 013, Introduction to Personal Management using Microsoft Outlook  
Vocational: Business 014, Introduction to Mobile and Social Media Tools  
Vocational: Business 030, How to Build a Home-Based Business  
Vocational: Business 040, Accounting for Non-Accountants  
Vocational: Business 080, Introduction to Medical Billing  
Vocational: Business 096, Introduction to Use of Digital Cameras  
Vocational: Business 097, Introduction to Personal Commerce on the Internet  
Vocational: Business 101, Introduction to 3D Modeling using Blender  
Vocational: Business 102, Introduction to Desktop Publishing using Adobe InDesign  
Vocational: Business 103, Introduction to MS Project  
Vocational: Business 105, Introduction to 3D Animation using Blender  
Vocational: Business 107, Seminar in Adobe Tools  
Vocational: Business 109, Introduction to Desktop Video Editing using Adobe Premiere  
Vocational: Business 117, Introduction Document Processing using Adobe Acrobat  
Vocational: Business 118, Introduction to Windows  
Vocational: Business 119, Introduction to Keyboarding and Basic Windows  
Vocational: Business 120, Introduction to Animations using Adobe Animate  
Vocational: Business 121, Introduction to Computer Software Applications  
Vocational: Business 242, Introduction to Vector Graphics using Adobe Illustrator  
Vocational: Business 257, Seminar in Business Applications  
Vocational: Business 258, Navigating the Internet  
Vocational: Business 260, Introduction to Word Processing using MS Word  
Vocational: Business 261, Introduction to Databases using MS Access  
Vocational: Business 262, Introduction to Spreadsheets using MS Excel  
Vocational: Business 302, Introduction to Web Page Development using HTML  
Vocational: Business 303, Introduction to Electronic Imaging using Adobe Photoshop  
Vocational: Business 304, Introduction to Electronic Presentations using MS PowerPoint  
Vocational: Medicine 030, Introduction to Caregiving  
Vocational: Medicine 031, Caregiver Training

**STAND ALONE**

**Credit**

Computer Information Systems 098, Introduction to UAS History and Operations  
Computer Information Systems 198, Python Programing  
Mathematics N41, Precalculus Support Course  
Mathematics N98, Intermediate Algebra Support Lab  
Mathematics N98, Precalculus Support Course  
Mathematics N98, Statistics Support Course  
Public Work 098, Code Enforcement Officer  
Real Estate 198, Real Estate Cooperative Work Experience/Career Internship

**Non-Credit**

None

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****SANTIAGO CANYON COLLEGE  
STUDENT SERVICES**

To:	Board of Trustees	Date:	June 11, 2018
Re:	Approval of Student Orange County Transportation Authority (OCTA) Bus Fee at Santiago Canyon College		
Action:	Request for Approval		

**BACKGROUND**

Education Code section 763361 provides that all students at a campus will be required to pay a transportation fee if a majority of the students at that campus vote that all students will pay. In this instance, the employees are not entitled to use the services. Elections may be held on a campus-by-campus basis. Fees authorized by election remain valid for “a period of time to be determined by the governing board of the district.” (Ed. Code, §§ 76361(b)(1) and 76361(b)(2)).

**ANALYSIS**

In spring of 2018, SCC Associated Student Government (ASG) held an election to elect the 2018/2019 leadership for ASG and along with it they conducted a survey to gauge the support for a bus pass proposal with the Orange County Transportation Authority (OCTA) that would require an additional student fee. The survey stated “There is currently a proposal to assess a mandatory fee to each currently-enrolled SCC student of up to \$5 per semester” and garnered 63% support from the students. On May 23-24 the actual referendum was held and students voted “yes” or “no” to assess a transportation fee of \$5 per semester, fall and spring, to full-time students (enrolled in 12 units or more) and \$4.30 per semester to part-time students (enrolled in less than 12 units) for the proposal. Of 690 students that voted, 576 (83.5%) voted yes and only 114 (16.5%) voted no. As such, the referendum passed with a favorable vote as the requirement only calls for majority vote for a transportation fee.

By implementing these transportation fees, all SCC credit students will have access to all OCTA fixed-route buses for transportation to school, work, or other destinations. The adoption of the policy will lead to increased bus use, improve parking conditions on campus and benefit the environment by reducing fossil fuel emissions from cars.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the student Orange County Transportation Authority (OCTA) Bus Fee at Santiago Canyon College as presented.

Fiscal Impact:	None	Board Date:	June 11, 2018
Prepared by:	Syed Rizvi, Vice President, Student Services		
Submitted by:	John Hernandez, Ph.D., President		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

Rancho Santiago Comm Coll District

Board Meeting of 06/11/18

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

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Checks Written for Period 05/02/18 Thru 05/23/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66176	General Fund Unrestricted	0.00	44.61	-44.61	92*0501910	92*0501910
66189	General Fund Unrestricted	0.00	85.00	-85.00	92*0502063	92*0502063
66208	General Fund Unrestricted	0.00	173.46	-173.46	92*0502203	92*0502203
66288	General Fund Unrestricted	6,214.14	0.00	6,214.14	92*0503059	92*0503060
66289	General Fund Unrestricted	5,852.53	0.00	5,852.53	92*0503061	92*0503076
66290	General Fund Unrestricted	34,391.96	0.00	34,391.96	92*0503077	92*0503101
66296	General Fund Unrestricted	10,471.80	0.00	10,471.80	92*0503191	92*0503226
66297	General Fund Unrestricted	1,167.58	0.00	1,167.58	92*0503230	92*0503233
66298	General Fund Unrestricted	23,949.41	0.00	23,949.41	92*0503241	92*0503261
66299	General Fund Unrestricted	7,575.46	0.00	7,575.46	92*0503268	92*0503293
66300	General Fund Unrestricted	2,151,675.39	0.00	2,151,675.39	92*0503311	92*0503349
66301	General Fund Unrestricted	2,760.51	0.00	2,760.51	92*0503353	92*0503354
66303	General Fund Unrestricted	71.53	0.00	71.53	92*0503356	92*0503356
66304	General Fund Unrestricted	28,555.99	0.00	28,555.99	92*0503358	92*0503414
66305	General Fund Unrestricted	5,500.10	0.00	5,500.10	92*0503420	92*0503451
66306	General Fund Unrestricted	119,202.74	0.00	119,202.74	92*0503452	92*0503452
66308	General Fund Unrestricted	1,500.00	0.00	1,500.00	92*0503454	92*0503454
66311	General Fund Unrestricted	31,409.71	0.00	31,409.71	92*0503469	92*0503508
66313	General Fund Unrestricted	3,471.12	0.00	3,471.12	92*0503513	92*0503533
66314	General Fund Unrestricted	6,612.47	0.00	6,612.47	92*0503539	92*0503552
66315	General Fund Unrestricted	1,181.91	0.00	1,181.91	92*0503586	92*0503592
66316	General Fund Unrestricted	19,376.48	0.00	19,376.48	92*0503604	92*0503615
66317	General Fund Unrestricted	1,154.91	0.00	1,154.91	92*0503616	92*0503617
66321	General Fund Unrestricted	2,776.85	0.00	2,776.85	92*0503630	92*0503689
66322	General Fund Unrestricted	7,777.42	0.00	7,777.42	92*0503690	92*0503736
66323	General Fund Unrestricted	7,010.56	0.00	7,010.56	92*0503738	92*0503760
66324	General Fund Unrestricted	104,740.23	0.00	104,740.23	92*0503770	92*0503788
66325	General Fund Unrestricted	18,561.87	0.00	18,561.87	92*0503795	92*0503803
66330	General Fund Unrestricted	615.21	0.00	615.21	92*0503828	92*0503828
66331	General Fund Unrestricted	51,895.39	0.00	51,895.39	92*0503844	92*0503869
66332	General Fund Unrestricted	45,763.80	0.00	45,763.80	92*0503873	92*0503875
66335	General Fund Unrestricted	13,759.37	0.00	13,759.37	92*0503912	92*0503939
66336	General Fund Unrestricted	41,099.22	0.00	41,099.22	92*0503941	92*0503956
66337	General Fund Unrestricted	2,724.60	0.00	2,724.60	92*0503980	92*0503983
66339	General Fund Unrestricted	25,290.00	0.00	25,290.00	92*0503994	92*0504022
66341	General Fund Unrestricted	48,157.19	0.00	48,157.19	92*0504047	92*0504055
66343	General Fund Unrestricted	549.25	0.00	549.25	92*0504057	92*0504075
66347	General Fund Unrestricted	12,437.03	0.00	12,437.03	92*0504090	92*0504121
66348	General Fund Unrestricted	16,695.56	0.00	16,695.56	92*0504122	92*0504153
66351	General Fund Unrestricted	25,855.80	0.00	25,855.80	92*0504171	92*0504181
66353	General Fund Unrestricted	8,647.41	0.00	8,647.41	92*0504211	92*0504232

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66356	General Fund Unrestricted	13,744.03	0.00	13,744.03	92*0504256	92*0504267
66357	General Fund Unrestricted	23,038.79	0.00	23,038.79	92*0504284	92*0504303
66358	General Fund Unrestricted	7,357.85	0.00	7,357.85	92*0504305	92*0504334
66359	General Fund Unrestricted	1,120.00	0.00	1,120.00	92*0504335	92*0504342
66365	General Fund Unrestricted	35,042.42	0.00	35,042.42	92*0504366	92*0504396
66366	General Fund Unrestricted	20,013.26	0.00	20,013.26	92*0504398	92*0504417
<b>Total Fund 11 General Fund Unrestricted</b>		<b>\$2,996,768.85</b>	<b>\$303.07</b>	<b>\$2,996,465.78</b>		



Checks Written for Period 05/02/18 Thru 05/23/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66188	General Fund Restricted	0.00	1,410.00	-1,410.00	92*0502061	92*0502061
66289	General Fund Restricted	10,968.05	0.00	10,968.05	92*0503062	92*0503074
66290	General Fund Restricted	14,461.76	0.00	14,461.76	92*0503081	92*0503111
66291	General Fund Restricted	32,009.91	1,163.70	30,846.21	92*0503112	92*0503151
66296	General Fund Unrestricted	171,284.37	0.00	171,284.37	92*0503193	92*0503228
66297	General Fund Restricted	4,505.79	0.00	4,505.79	92*0503229	92*0503240
66298	General Fund Restricted	4,694.85	0.00	4,694.85	92*0503246	92*0503260
66299	General Fund Restricted	179,087.29	0.00	179,087.29	92*0503262	92*0503299
66300	General Fund Restricted	23,581.17	0.00	23,581.17	92*0503300	92*0503350
66301	General Fund Restricted	185.12	0.00	185.12	92*0503351	92*0503352
66302	General Fund Restricted	72.81	0.00	72.81	92*0503355	92*0503355
66303	General Fund Restricted	36.62	0.00	36.62	92*0503357	92*0503357
66304	General Fund Restricted	323,219.97	0.00	323,219.97	92*0503359	92*0503419
66305	General Fund Restricted	11,170.12	0.00	11,170.12	92*0503422	92*0503442
66307	General Fund Restricted	1,215.25	0.00	1,215.25	92*0503453	92*0503453
66311	General Fund Restricted	2,994.55	0.00	2,994.55	92*0503468	92*0503483
66313	General Fund Restricted	328,370.80	0.00	328,370.80	92*0503514	92*0503534
66314	General Fund Restricted	1,256,286.35	0.00	1,256,286.35	92*0503537	92*0503581
66315	General Fund Restricted	5,284.88	0.00	5,284.88	92*0503582	92*0503593
66316	General Fund Restricted	9,381.73	0.00	9,381.73	92*0503594	92*0503611
66323	General Fund Restricted	305,334.92	0.00	305,334.92	92*0503737	92*0503766
66324	General Fund Restricted	159,806.31	0.00	159,806.31	92*0503767	92*0503789
66325	General Fund Restricted	70,721.93	0.00	70,721.93	92*0503791	92*0503801
66329	General Fund Restricted	7,702.43	0.00	7,702.43	92*0503815	92*0503825
66330	General Fund Restricted	313,663.11	0.00	313,663.11	92*0503826	92*0503841
66331	General Fund Restricted	3,191.19	0.00	3,191.19	92*0503842	92*0503871
66332	General Fund Restricted	89.43	0.00	89.43	92*0503872	92*0503872
66335	General Fund Restricted	415,044.04	0.00	415,044.04	92*0503893	92*0503938
66336	General Fund Restricted	45,958.20	0.00	45,958.20	92*0503940	92*0503959
66337	General Fund Restricted	23,738.19	0.00	23,738.19	92*0503960	92*0503986
66339	General Fund Restricted	57,752.30	0.00	57,752.30	92*0503998	92*0504017
66340	General Fund Restricted	271,608.76	0.00	271,608.76	92*0504023	92*0504046
66342	General Fund Restricted	44,572.95	0.00	44,572.95	92*0504056	92*0504056
66347	General Fund Restricted	41,830.14	0.00	41,830.14	92*0504091	92*0504119
66348	General Fund Restricted	15,846.60	0.00	15,846.60	92*0504124	92*0504154
66351	General Fund Unrestricted	131,961.07	0.00	131,961.07	92*0504166	92*0504188
66352	General Fund Restricted	32,329.57	0.00	32,329.57	92*0504189	92*0504210
66353	General Fund Restricted	23,230.50	0.00	23,230.50	92*0504212	92*0504239
66356	General Fund Restricted	36,941.80	0.00	36,941.80	92*0504245	92*0504282
66357	General Fund Restricted	7,405.16	0.00	7,405.16	92*0504283	92*0504304
66364	General Fund Restricted	1,163.70	0.00	1,163.70	92*0504365	92*0504365

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66365	General Fund Restricted	353,050.06	0.00	353,050.06	92*0504368	92*0504397
66366	General Fund Restricted	171,307.48	0.00	171,307.48	92*0504403	92*0504422
66367	General Fund Restricted	287.95	0.00	287.95	92*0504425	92*0504425
<b>Total Fund 12 General Fund Restricted</b>		<u><u>\$4,913,349.18</u></u>	<u><u>\$2,573.70</u></u>	<u><u>\$4,910,775.48</u></u>		

Checks Written for Period 05/02/18 Thru 05/23/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66289	GF Unrestricted One-Time Func	14,375.43	0.00	14,375.43	92*0503063	92*0503066
66290	GF Unrestricted One-Time Func	360.00	0.00	360.00	92*0503079	92*0503079
66291	GF Unrestricted One-Time Func	967.23	0.00	967.23	92*0503135	92*0503145
66296	GF Unrestricted One-Time Func	787.50	0.00	787.50	92*0503211	92*0503211
66297	GF Unrestricted One-Time Func	1,858.38	0.00	1,858.38	92*0503238	92*0503239
66298	GF Unrestricted One-Time Func	313.28	0.00	313.28	92*0503256	92*0503256
66299	GF Unrestricted One-Time Func	1,157.10	0.00	1,157.10	92*0503263	92*0503284
66300	GF Unrestricted One-Time Func	1,453.72	0.00	1,453.72	92*0503319	92*0503319
66305	GF Unrestricted One-Time Func	11,035.84	0.00	11,035.84	92*0503431	92*0503431
66311	GF Unrestricted One-Time Func	19,853.40	0.00	19,853.40	92*0503465	92*0503486
66313	GF Unrestricted One-Time Func	2,794.65	0.00	2,794.65	92*0503512	92*0503536
66323	GF Unrestricted One-Time Func	6,812.10	0.00	6,812.10	92*0503748	92*0503756
66324	GF Unrestricted One-Time Func	1,674.48	0.00	1,674.48	92*0503773	92*0503773
66325	GF Unrestricted One-Time Func	19,550.73	0.00	19,550.73	92*0503790	92*0503802
66331	GF Unrestricted One-Time Func	447.89	0.00	447.89	92*0503857	92*0503857
66332	GF Unrestricted One-Time Func	9,257.34	0.00	9,257.34	92*0503874	92*0503876
66335	GF Unrestricted One-Time Func	6,409.38	0.00	6,409.38	92*0503901	92*0503901
66336	GF Unrestricted One-Time Func	2,150.00	0.00	2,150.00	92*0503958	92*0503958
66340	GF Unrestricted One-Time Func	10,800.42	0.00	10,800.42	92*0504025	92*0504044
66341	General Fund Unrestricted	242,307.31	0.00	242,307.31	92*0504049	92*0504049
66347	GF Unrestricted One-Time Func	1,861.06	0.00	1,861.06	92*0504093	92*0504099
66348	GF Unrestricted One-Time Func	5,997.07	0.00	5,997.07	92*0504128	92*0504146
66351	GF Unrestricted One-Time Func	4,098.64	0.00	4,098.64	92*0504174	92*0504182
66353	GF Unrestricted One-Time Func	1,503.70	0.00	1,503.70	92*0504227	92*0504236
66356	General Fund Restricted	5,589.21	0.00	5,589.21	92*0504258	92*0504273
66366	GF Unrestricted One-Time Func	20,150.92	0.00	20,150.92	92*0504400	92*0504424
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b>\$393,566.78</b>	<b>\$0.00</b>	<b>\$393,566.78</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66287	Child Development Fund	119.69	0.00	119.69	92*0503057	92*0503058
66295	Child Development Fund	18,681.91	0.00	18,681.91	92*0503160	92*0503190
66310	Child Development Fund	13,747.83	0.00	13,747.83	92*0503456	92*0503464
66312	Child Development Fund	2,561.73	0.00	2,561.73	92*0503509	92*0503511
66318	Child Development Fund	521.82	0.00	521.82	92*0503618	92*0503620
66326	Child Development Fund	5,424.23	0.00	5,424.23	92*0503804	92*0503809
66327	Child Development Fund	686.00	0.00	686.00	92*0503810	92*0503810
66333	Child Development Fund	14,863.66	0.00	14,863.66	92*0503877	92*0503886
66334	Child Development Fund	174.15	0.00	174.15	92*0503887	92*0503892
66338	Child Development Fund	6,387.98	0.00	6,387.98	92*0503987	92*0503993
66346	Child Development Fund	7,386.43	0.00	7,386.43	92*0504079	92*0504089
66349	Child Development Fund	6,478.33	0.00	6,478.33	92*0504155	92*0504164
66354	Child Development Fund	1,016.35	0.00	1,016.35	92*0504240	92*0504243
66360	Child Development Fund	1,152.31	0.00	1,152.31	92*0504343	92*0504347
<b>Total Fund 33 Child Development Fund</b>		<b>\$79,202.42</b>	<b>\$0.00</b>	<b>\$79,202.42</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66286	Capital Outlay Projects Fund	10,105.00	0.00	10,105.00	92*0503054	92*0503056
66294	Capital Outlay Projects Fund	57,280.75	0.00	57,280.75	92*0503154	92*0503159
66309	Capital Outlay Projects Fund	4,715.00	0.00	4,715.00	92*0503455	92*0503455
66319	Capital Outlay Projects Fund	224,940.31	0.00	224,940.31	92*0503621	92*0503626
66345	Capital Outlay Projects Fund	25,267.10	0.00	25,267.10	92*0504077	92*0504078
66355	Capital Outlay Projects Fund	58,340.00	0.00	58,340.00	92*0504244	92*0504244
66361	Capital Outlay Projects Fund	74,047.72	0.00	74,047.72	92*0504348	92*0504359
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b>\$454,695.88</b>	<b>\$0.00</b>	<b>\$454,695.88</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66293	Bond Fund, Measure Q	5,530.00	0.00	5,530.00	92*0503153	92*0503153
66320	Bond Fund, Measure Q	156,455.95	0.00	156,455.95	92*0503627	92*0503629
66350	Bond Fund, Measure Q	1,062,719.08	0.00	1,062,719.08	92*0504165	92*0504165
66362	Bond Fund, Measure Q	92,202.75	0.00	92,202.75	92*0504360	92*0504362
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b><u>\$1,316,907.78</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,316,907.78</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66328	Property and Liability Fund	5,030.72	0.00	5,030.72	92*0503811	92*0503814
66344	Property and Liability Fund	1,683.54	0.00	1,683.54	92*0504076	92*0504076
66363	Property and Liability Fund	8,589.08	0.00	8,589.08	92*0504363	92*0504364
<b>Total Fund 61 Property and Liability Fund</b>		<b><u><u>\$15,303.34</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$15,303.34</u></u></b>		

Checks Written for Period 05/02/18 Thru 05/23/18

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66292	Workers' Compensation Fund	3,239.69	0.00	3,239.69	92*0503152	92*0503152
<b>Total Fund 62 Workers' Compensation Fu</b>		<u><u>\$3,239.69</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,239.69</u></u>		



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**SUMMARY**

Total Fund 11 General Fund Unrestricted	2,996,465.78
Total Fund 12 General Fund Restricted	4,910,775.48
Total Fund 13 GF Unrestricted One-Time Fund	393,566.78
Total Fund 33 Child Development Fund	79,202.42
Total Fund 41 Capital Outlay Projects Fund	454,695.88
Total Fund 43 Bond Fund, Measure Q	1,316,907.78
Total Fund 61 Property and Liability Fund	15,303.34
Total Fund 62 Workers' Compensation Fund	3,239.69
Grand Total:	<u><u>\$10,170,157.15</u></u>

Checks Written for Period 05/02/18 Thru 05/23/18

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
311805105	Bookstore Fund	1,332,823.85	0.00	1,332,823.85	31*0109089	31*0109090
311805212	Bookstore Fund	19,884.18	9,942.09	9,942.09	31*0109091	31*0109094
<b>Total Fund 31 Bookstore Fund</b>		<b><u><u>\$1,352,708.03</u></u></b>	<b><u><u>\$9,942.09</u></u></b>	<b><u><u>\$1,342,765.94</u></u></b>		

Checks Written for Period 05/02/18 Thru 05/23/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
711805105	Associated Students Fund	858,571.23	0.00	858,571.23	71*0008499	71*0008500
711805212	Associated Students Fund	4,371.90	1,530.00	2,841.90	71*0008501	71*0008507
<b>Total Fund 71 Associated Students Fund</b>		<b><u>\$862,943.13</u></b>	<b><u>\$1,530.00</u></b>	<b><u>\$861,413.13</u></b>		

Checks Written for Period 05/02/18 Thru 05/23/18

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
721805105	Representation Fee Trust Fund	85,571.12	0.00	85,571.12	72*0000156	72*0000157
<b>Total Fund 72 Representation Fee Trust Fun</b>		<b><u>\$85,571.12</u></b>	<b><u>\$0.00</u></b>	<b><u>\$85,571.12</u></b>		

Checks Written for Period 05/02/18 Thru 05/23/18

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
761805105	Community Education Fund	549,006.11	0.00	549,006.11	76*0007378	76*0007379
761805212	Community Education Fund	8,878.66	1,107.68	7,770.98	76*0007380	76*0007382
<b>Total Fund 76 Community Education Fund</b>		<b><u>\$557,884.77</u></b>	<b><u>\$1,107.68</u></b>	<b><u>\$556,777.09</u></b>		

Checks Written for Period 05/02/18 Thru 05/23/18

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
791805105	Diversified Trust Fund	5,456,694.62	2,737,375.03	2,719,319.59	79*0021427	79*0021435
791805212	Diversified Trust Fund	3,628.07	0.00	3,628.07	79*0021436	79*0021443
<b>Total Fund 79 Diversified Trust Fund</b>		<b><u><u>\$5,460,322.69</u></u></b>	<b><u><u>\$2,737,375.03</u></u></b>	<b><u><u>\$2,722,947.66</u></u></b>		

Checks Written for Period 05/02/18 Thru 05/23/18

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
811805105	Diversified Agency Fund	1,828,388.58	0.00	1,828,388.58	81*0048760	81*0048762
811805212	Diversified Agency Fund	47,516.10	0.00	47,516.10	81*0048763	81*0048769
<b>Total Fund 81 Diversified Agency Fund</b>		<b><u>\$1,875,904.68</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,875,904.68</u></b>		

**SUMMARY**

Total Fund 31 Bookstore Fund	1,342,765.94
Total Fund 71 Associated Students Fund	861,413.13
Total Fund 72 Representation Fee Trust Func	85,571.12
Total Fund 76 Community Education Fund	556,777.09
Total Fund 79 Diversified Trust Fund	2,722,947.66
Total Fund 81 Diversified Agency Fund	1,875,904.68
<b>Grand Total:</b>	<b><u><u>\$7,445,379.62</u></u></b>



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT**  
**From 05/03/2018 To 05/25/2018**  
**Board Meeting on 06/11/2018**

**BACKGROUND**

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

**ANALYSIS**

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

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
2000	CLASSIFIED SALARIES		840
3000	EMPLOYEE BENEFITS		248
4000	SUPPLIES & MATERIALS		46,912
5000	OTHER OPERATING EXP & SERVICES	46,203	
6000	CAPITAL OUTLAY	1,797	
<b>Total Transfer Fund 11</b>		<b>\$48,000</b>	<b>\$48,000</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
1000	ACADEMIC SALARIES		61,299
2000	CLASSIFIED SALARIES	57,054	
3000	EMPLOYEE BENEFITS	75,641	
4000	SUPPLIES & MATERIALS		40,475
5000	OTHER OPERATING EXP & SERVICES	14,288	
6000	CAPITAL OUTLAY		23,828
7000	OTHER OUTGO		21,381
<b>Total Transfer Fund 12</b>		<b>\$146,983</b>	<b>\$146,983</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
4000	SUPPLIES & MATERIALS		22,489
5000	OTHER OPERATING EXP & SERVICES	43,306	
6000	CAPITAL OUTLAY		20,817
<b>Total Transfer Fund 13</b>		<b>\$43,306</b>	<b>\$43,306</b>
<b><u>Fund 31: Bookstore Fund</u></b>			
3000	EMPLOYEE BENEFITS		32,000
4000	SUPPLIES & MATERIALS	54,600	
5000	OTHER OPERATING EXP & SERVICES		22,600
<b>Total Transfer Fund 31</b>		<b>\$54,600</b>	<b>\$54,600</b>
<b><u>Fund 33: Child Development Fund</u></b>			
2000	CLASSIFIED SALARIES	9,600	
5000	OTHER OPERATING EXP & SERVICES		9,600
<b>Total Transfer Fund 33</b>		<b>\$9,600</b>	<b>\$9,600</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
4000	SUPPLIES & MATERIALS		697
6000	CAPITAL OUTLAY		31,365
7900	RESERVE FOR CONTINGENCIES	32,062	
<b>Total Transfer Fund 41</b>		<b>\$32,062</b>	<b>\$32,062</b>
<b><u>Fund 61: Property and Liability Fund</u></b>			
5000	OTHER OPERATING EXP & SERVICES		5,400
7900	RESERVE FOR CONTINGENCIES	5,400	
<b>Total Transfer Fund 61</b>		<b>\$5,400</b>	<b>\$5,400</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 05/03/2018 To 05/25/2018  
Board Meeting on 06/11/2018**

**BACKGROUND**

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

**ANALYSIS**

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

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 62: Workers' Compensation Fund</u></b>			
2000	CLASSIFIED SALARIES		1,318
3000	EMPLOYEE BENEFITS		388
4000	SUPPLIES & MATERIALS		
		1,706	
<b>Total Transfer Fund 62</b>		<b>\$1,706</b>	<b>\$1,706</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>			
4000	SUPPLIES & MATERIALS		9,550
5000	OTHER OPERATING EXP & SERVICES		3,941
6000	CAPITAL OUTLAY		
		13,491	
<b>Total Transfer Fund 79</b>		<b>\$13,491</b>	<b>\$13,491</b>
<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
8600	STATE REVENUES	441,418	
1000	ACADEMIC SALARIES		262,661
2000	CLASSIFIED SALARIES		59,613
3000	EMPLOYEE BENEFITS		152,368
4000	SUPPLIES & MATERIALS		51,332
5000	OTHER OPERATING EXP & SERVICES		(84,210)
7000	OTHER OUTGO		(346)
		\$441,418	\$441,418
<b>Total Transfer Fund 12</b>		<b>\$441,418</b>	<b>\$441,418</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
8800	LOCAL REVENUES	5,532	
2000	CLASSIFIED SALARIES		4,663
3000	EMPLOYEE BENEFITS		869
		\$5,532	\$5,532
<b>Total Transfer Fund 13</b>		<b>\$5,532</b>	<b>\$5,532</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
8600	STATE REVENUES	312,870	
7000	OTHER OUTGO		312,870
		\$312,870	\$312,870
<b>Total Transfer Fund 74</b>		<b>\$312,870</b>	<b>\$312,870</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>			
8800	LOCAL REVENUES	925	
5000	OTHER OPERATING EXP & SERVICES		925
		\$925	\$925
<b>Total Transfer Fund 79</b>		<b>\$925</b>	<b>\$925</b>

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

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

From 05/03/2018 To 05/25/2018

Board Meeting on 06/11/2018

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

**BUDGET TRANSFERS** From To

**Fund 11: General Fund Unrestricted**

<b>B023653</b>	<b>05/23/18</b>			
4000	SUPPLIES & MATERIALS			35,000
5000	OTHER OPERATING EXP & SERVICES		35,000	
<b>Total Reference B023653</b>			<b>\$35,000</b>	<b>\$35,000</b>

**Reason:** Adjustment  
**Description:** New Cisco phones distwide phone replcmts

**Fund 12: General Fund Restricted**

<b>B023616</b>	<b>05/18/18</b>			
1000	ACADEMIC SALARIES			56,448
3000	EMPLOYEE BENEFITS		46,682	
4000	SUPPLIES & MATERIALS		8	
5000	OTHER OPERATING EXP & SERVICES		908	
6000	CAPITAL OUTLAY		8,850	
<b>Total Reference B023616</b>			<b>\$56,448</b>	<b>\$56,448</b>

**Reason:** Special Project Adjustment  
**Description:** CEC FY 17/18 Revsd c/o bgt pj2221; submted via NOVA

<b>B023636</b>	<b>05/21/18</b>			
4000	SUPPLIES & MATERIALS			2,319
5000	OTHER OPERATING EXP & SERVICES		44,168	
6000	CAPITAL OUTLAY			41,849
<b>Total Reference B023636</b>			<b>\$44,168</b>	<b>\$44,168</b>

**Reason:** Special Project Adjustment  
**Description:** PR's pj 2361:CO PR 53001,53003 and 54316

**Fund 13: GF Unrestricted One-Time Funds**

<b>B023561</b>	<b>05/10/18</b>			
4000	SUPPLIES & MATERIALS			22,000
5000	OTHER OPERATING EXP & SERVICES		51,297	
6000	CAPITAL OUTLAY			29,297
<b>Total Reference B023561</b>			<b>\$51,297</b>	<b>\$51,297</b>

**Reason:** Adjustment  
**Description:** Tx fds:dues 5300/6414 AcdAff furn mod/6411 Maint carts/5100 walk off mats/fire life safety sysm/5605, 4520, 4610 HVAC Rprs 4610 promo items

**Fund 31: Bookstore Fund**

<b>B023598</b>	<b>05/15/18</b>			
3000	EMPLOYEE BENEFITS			32,000
4000	SUPPLIES & MATERIALS		54,600	
5000	OTHER OPERATING EXP & SERVICES			22,600
<b>Total Reference B023598</b>			<b>\$54,600</b>	<b>\$54,600</b>

**Reason:** Adjustment  
**Description:** Increase budget for FY 17/18 Bookstore cost

**Fund 41: Capital Outlay Projects Fund**

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

From 05/03/2018 To 05/25/2018

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<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>B023661</b>	<b>05/24/18</b>		
6000	CAPITAL OUTLAY		34,709
7900	RESERVE FOR CONTINGENCIES	34,709	
<b>Total Reference B023661</b>		<b>\$34,709</b>	<b>\$34,709</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Blueprint/rep/advertsng			
<b>B023663</b>	<b>05/24/18</b>		
6000	CAPITAL OUTLAY	2,647	
7900	RESERVE FOR CONTINGENCIES		2,647
<b>Total Reference B023663</b>		<b>\$2,647</b>	<b>\$2,647</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Contingency			
<b><u>Fund 61: Property and Liability Fund</u></b>			
<b>B023613</b>	<b>05/18/18</b>		
5000	OTHER OPERATING EXP & SERVICES		5,400
7900	RESERVE FOR CONTINGENCIES	5,400	
<b>Total Reference B023613</b>		<b>\$5,400</b>	<b>\$5,400</b>
<b>Reason:</b> Adjustment			
<b>Description:</b> SW Lcns fee June'18			
<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B023599</b>	<b>05/16/18</b>		
8600	STATE REVENUES	(332,592)	
5000	OTHER OPERATING EXP & SERVICES		(332,592)
<b>Total Reference B023599</b>		<b>\$(332,592)</b>	<b>\$(332,592)</b>
<b>Reason:</b>			
<b>Description:</b> OC Careers Ed PthwyCollabtv			
<b>B023600</b>	<b>05/16/18</b>		
8600	STATE REVENUES	332,592	
1000	ACADEMIC SALARIES		88,841
2000	CLASSIFIED SALARIES		63,063
3000	EMPLOYEE BENEFITS		75,788
4000	SUPPLIES & MATERIALS		4,000
5000	OTHER OPERATING EXP & SERVICES		99,400
7000	OTHER OUTGO		1,500
<b>Total Reference B023600</b>		<b>\$332,592</b>	<b>\$332,592</b>
<b>Reason:</b> New Budget			
<b>Description:</b> SP#2225-OC Careers in Ed Pathw			
<b>B023609</b>	<b>05/17/18</b>		
8600	STATE REVENUES	21,572	
1000	ACADEMIC SALARIES		87,158
2000	CLASSIFIED SALARIES		(3,450)
3000	EMPLOYEE BENEFITS		41,389
4000	SUPPLIES & MATERIALS		500
5000	OTHER OPERATING EXP & SERVICES		(104,025)
<b>Total Reference B023609</b>		<b>\$21,572</b>	<b>\$21,572</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> SP #2230 SAC DSPS Augmentation			

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

From 05/03/2018 To 05/25/2018

Board Meeting on 06/11/2018

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B023679</b>	<b>05/25/18</b>		
8600	STATE REVENUES	398,322	
1000	ACADEMIC SALARIES		93,667
3000	EMPLOYEE BENEFITS		34,842
4000	SUPPLIES & MATERIALS		39,832
5000	OTHER OPERATING EXP & SERVICES		229,981
<b>Total Reference B023679</b>		<b>\$398,322</b>	<b>\$398,322</b>

**Reason:** New Budget

**Description:** SP#2252 GuidedPathways

**Fund 74: Student Financial Aid Fund**

<b>B023675</b>	<b>05/25/18</b>		
8600	STATE REVENUES	202,000	
7000	OTHER OUTGO		202,000
<b>Total Reference B023675</b>		<b>\$202,000</b>	<b>\$202,000</b>

**Reason:** Special Project Adjustment

**Description:** P2 Adjsmt SAC F/T Stdnt SuccessGrnt

<b>B023676</b>	<b>05/25/18</b>		
8600	STATE REVENUES	100,000	
7000	OTHER OUTGO		100,000
<b>Total Reference B023676</b>		<b>\$100,000</b>	<b>\$100,000</b>

**Reason:** Special Project Adjustment

**Description:** P2 Adjsmt SAC CommClg Compltn Grant

**RECOMMENDATION**

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

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Agreement with BankMobile Technologies, Inc.	
Action:	Request for Approval	

**BACKGROUND**

On or after January 1, 2014, Senate Bill (SB) 595 required each campus of the California Community Colleges to offer a student the option of receiving his or her financial aid disbursement via direct deposit into an account at a depository institution of the student's choosing and initiate such deposits within one business day. In the interest of providing students with their financial aid award funds in a timelier manner and adhering to the requirements of SB 595, the District contracted with BlackboardPay, a division of Blackboard Inc., for student financial aid disbursements and has used this service since August 2015.

Earlier this year the District received notice that Blackboard's BlackboardPay division was acquired by BankMobile Technologies, Inc. (BankMobile) and will cease operations in seven months. As a result of this acquisition, the District needs to find an alternative solution for student financial aid disbursements and time is of the essence. The implementation of a new solution of student financial aid disbursements is expected to take several weeks. Furthermore, it is in the best interest of students for a new solution to be in place prior to the first fall 2018 disbursement in September to facilitate a smooth transition for them.

**ANALYSIS**

There are two options available for this service. The District can either execute a new contract with BankMobile or with CashNet, the new solution Blackboard Inc. offers after acquiring the company Higher One. Quotes were reviewed from both vendors. CashNet requires a \$22,000 implementation fee and an annual subscription of \$36,000. BankMobile requires no implementation fees and an annual subscription fee of \$15,000. With BankMobile, the District will realize a savings of about \$5,000 per year over the previous contract with BlackboardPay.

In addition to pricing, the District considered that BankMobile does not charge students any fees for disbursements and that BankMobile provides financial aid disbursement services to the vast majority of California Community Colleges.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement with BankMobile Technologies, Inc. as presented.

Fiscal Impact:	Not to exceed \$45,000 over three years	Board Date: June 11, 2018
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**MASTER SERVICES AGREEMENT**

<p><b>“Institution”:</b> Rancho Santiago Community College District <b>“Institution Address”:</b> 2323 North Broadway Santa Ana, CA 92706 <b>“Effective Date”:</b> June 12, 2018 <b>“Project Start Date”:</b> June 12, 2018 <b>“Go-Live Date”:</b> August 31, 2018</p>
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This BankMobile Technologies, Inc. Services Agreement (together with all exhibits hereto, this “Agreement”) is entered into as of the Effective Date between BankMobile Technologies, Inc, a wholly owned subsidiary of Customers Bank, a Pennsylvania corporation located at 1015 Penn Avenue, Suite 103, Wyomissing, PA 19610 (hereinafter “BankMobile”) and the Institution.

WHEREAS, the Institution desires that BankMobile provide the Services (as described in Exhibit A and defined in Exhibit B hereto) to the Institution; and

WHEREAS, BankMobile desires to deliver such Services under the terms set forth in Exhibits A and B attached hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BankMobile and the Institution hereby agree as follows:

BankMobile and the Institution will implement the Services described in the Exhibits on the following timeline:

For purposes of this Agreement, the “Go-Live Date” shall be the date on which implementation is complete and funds disbursement is fully operational.

The initial term of this Agreement will end on **June 30, 2021** unless either party gives the other 90 day written notice of termination This Agreement may renew upon mutual written agreement.

Exhibit A (Description of Services) and Exhibit B (Terms and Conditions) are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the Institution and BankMobile have caused this Agreement to be executed as of the Effective Date.

**BankMobile**

**Institution**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Andrew Crawford

Name: Peter J. Hardash

Title: CCO

Title: Vice Chancellor, Business Operations and Fiscal Services

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

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

Exhibit A  
Description of Services

*1. Definitions*

The following definitions apply to the terms set forth below when used in this Agreement:

**1.1 “ACH”** shall mean Automated Clearing House.

**1.2 “ATM”** shall mean a mechanized or electronic device that allows consumers to withdraw cash from a bank account and may provide additional functions.

**1.3 “Campus Transaction System”** shall mean an Institution System and/or third-party vendor system that provides a multitude of campus services to Users through their Debit Card.

**1.4 “Debit Card”** shall mean a BankMobile mag-stripe MasterCard® (or other network) debit card that will be provided to each Customer Bank Account holder.

**1.5 “Default Check”** shall mean a check sent to a designated student where the student has not made a refund preference selection within 21 days after being notified of its availability, BankMobile automatically mails a default check to the student before the expiration of the 21-day period.

**1.6 “Disbursements”** shall mean the distribution of a Title IV credit balance and non-Title IV funds.

**1.7 “Electronic Disbursement”** shall mean any direct deposit into a User’s financial account provided by Customers Bank, or ACH transfer to a User’s third-party bank account.

**1.8 “ERP”** shall mean an Institution System that contains User information necessary to operate the Services.

**1.9 “Government Rules”** shall mean all applicable laws, regulations and rules promulgated by a state or the federal government, or any agency or department thereof.

**1.10 “Customers Bank Account”** shall mean a checking account opened and maintained by a User through Customers Bank.

**1.11 “BankMobile Materials”** shall mean any computer programs (source and object code and executable form), communications protocols, specifications, layouts, flow charts, manuals and instruction books, websites, content, designs, logos, proprietary methods, marketing strategies and operational guidelines, as provided by BankMobile to the Institution, or developed and used by BankMobile in the course of performing the Services.

**1.12 “Institution Data”** shall mean any data or information of the Institution that is provided to BankMobile in the performance of its obligations under this Agreement,

including data and information with respect to the businesses, operations, facilities, products, consumer markets, assets, finances, and personal information of Users. For the avoidance of doubt, Institution Data may include directory information as defined in 34 CFR 99.3. Additional required data will be determined during implementation. Institution Data shall not mean the data generated and used by BankMobile to provide the Services to Users.

**1.13 “Institution System”** shall mean the equipment, hardware, and all related electronic equipment and any computer programs (source code, object code and executable form), used in conjunction with the administration of the Services.

**1.14 “Intellectual Property Rights”** shall mean any and all proprietary rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.

**1.15 “Operating Rules”** shall mean any written operating rules and regulations required by third party providers, including but not limited to VISA and MasterCard® (as applicable).

**1.16 “Paper Check Disbursement”** shall mean disbursement via paper check mailed or provided to User.

**1.17 “Services”** shall mean the services to be provided by BankMobile to the Institution as set forth in Exhibit A.

**1.18 “User”** shall mean any individual who is eligible for the Services offered by BankMobile pursuant to this Agreement.

*2. General Description*

BankMobile will provide comprehensive student refund disbursement services to the Institution. The Services to the Institution shall include the following:

- a. providing Users access to a secure technology platform to select refund delivery preference;
- b. offering telephone and web-based customer service to all Users;
- c. handling exceptions such as refund reversals and stale check returns;
- d. distributing email and mobile notifications to Users;
- e. providing administrative support and reporting to the Institution;



- f. providing an optional financial account to Users;
- g. providing the Institution the ability to create a customized Debit Card which serves an institutional purpose, and sending such Debit Card to all Users.

BankMobile shall disburse all Disbursements to Users, subject to the pricing listed in Section 9.1. Disbursements that constitute Federal Student Aid credit balances under Title IV of the Higher Education Act of 1965 (the “Title IV Regulations”) will be directly paid to Users within the timeframes set forth in the cash management regulations promulgated by the U.S. Department of Education under the Title IV Regulations. Users shall have the option to receive Disbursements deposited directly through an electronic ACH transfer to a third-party bank account or directly into a financial account offered by Customers Bank or by paper check. If a User does not have a valid refund preference selection and such Disbursement is subject to the Title IV Regulations, BankMobile shall issue a check to such User within the meaning of the Title IV Regulations no later than the timeframe set forth by the Title IV Regulations. To initiate the Disbursement, the Institution will provide to BankMobile data indicating recipients of funds. To confirm the disbursement request, the Institution must wire transfer the funds to an account designated by BankMobile.

BankMobile shall produce and mail a refund selection kit containing a personal code to each User. BankMobile shall also email the personal code to each User. If the Institution elects to create a customized Debit Card which serves an institutional purpose within the meaning of the Title IV Regulations, the refund selection kit will contain a personal code and a Debit Card. Upon the request of the Institution, BankMobile will provide functionality to allow integration between the Debit Card and the Institution’s Campus Transaction System.

Institution may also request that BankMobile process and disburse refunds due to parents of Users (“PLUS Loan Refunds”) and assume payroll processing, such as direct deposit. PLUS Loan Refunds will be issued via paper check or to Customers Bank Accounts.

### *3. Marketing*

#### *3.1 BankMobile Marketing*

BankMobile shall have the limited right and license, for the purpose of fulfilling all of the Services, to use the current and future respective name, trademarks, service marks, copyrights and logos of the Institution. Specifically, the Institution gives permission to BankMobile and its check printing vendor to use the Institution name and the

Institution logos for the purpose of check printing. This and any similar permission is granted royalty-free and may be used exclusively by BankMobile and its affiliates for Customers Bank Accounts and the Debit Card.

BankMobile will develop and distribute information marketing the Services to Users by any one or more of the following methods: email, direct mail, telephone, Institution distributed mail, posters, brochures, press releases, and news advertisements. BankMobile and the Institution will jointly approve any marketing materials using Institution marks and postings on the Institution’s website concerning the Services. The Institution agrees to not create, re-create, alter, amend, or adjust BankMobile marketing materials after the parties jointly approve the same. Any subsequent changes to BankMobile marketing materials must be requested in writing by the Institution and approved by BankMobile. BankMobile will contact Customers Bank Account holders with information regarding their accounts and related services, as permitted or required by law. The Institution will allow BankMobile to include marketing materials in appropriate Institution mailings as permitted by the Title IV Regulations. Additionally, the Institution must provide BankMobile a means of contacting all Users electronically to administer the Services.

#### *3.2 Institution Marketing*

Education of the refund disbursement services is a key expectation and responsibility of the institution to help introduce and promote the program to new students and provide continuing education to students on service enhancements and changes. It is vital to the integrity of the disbursement process that students receive clear information about this process and about their choices to avoid confusion.

The Institution is responsible to review all available educational resources from BankMobile (“BankMobile Educational Resources”), including the BankMobile Program Support Guide, BankMobile Vibe Web Tool Kit, BankMobile Self Service Online Storefront, template press release and advertisement for the student newspaper (“Educational Resources”). During the launch process, the Institution will designate a representative to be responsible to order and distribute the BankMobile Educational Resources.

It is expected that the Institution will provide the BankMobile Educational Resources to promote the refund disbursement services at service launch and the start of new academic terms. It is also expected that the Institution will include the BankMobile Educational Resources in the admissions, financial aid and acceptance process and promote the refund disbursement services at new student orientations, parent orientations, student government organizations and in the campus newsletter. The Institution is expected to review and update the BankMobile Educational Resources on their properties on an ongoing basis to ensure the most recent materials are being used in compliance with federal regulations.

The Institution is expected to provide continuing education of the refund disbursement services to students and staff by providing materials around the campus with posters, brochures and flyers in places that students will see them like Student Unions, Bookstores, Dining Halls, Residence Dorms, Business Offices, Financial Aid Offices, Admissions Offices and other select locations. It is also expected that the Institution will promote and provide program education on the institution web site as well as other available digital means such as emails and text messaging.

#### *4. Customer Service*

BankMobile will maintain its standard website that will provide the following functions: Customers Bank Account information, including transaction information, electronic funds transfer request capability, disbursement status information, customer service contact information and other relevant BankMobile and Institution information. For additional customization of website functionality above the standard offering, BankMobile will provide a price quote to the Institution prior to commencing customization work. BankMobile shall provide industry standard customer service with respect to the Services for every User. Communication channels between the Users and BankMobile shall include phone, email, US mail and website. Website availability shall be subject to scheduled and unscheduled downtime, which BankMobile shall communicate to the Institution if possible.

#### *5. ATMs*

The Institution acknowledges that the Title IV Regulations require that higher education institutions, or third party servicers acting on their behalf, that offer a bank account or debit card product to their students ensure that such students have convenient access to funds in the financial account through a surcharge-free national or regional ATM network that has ATMs sufficient in number and housed and serviced such that funds provided pursuant to a Title IV of

the Higher Education Act program (“Title IV HEA Program”) are reasonably available. BankMobile will assist the Institution in complying with this requirement by providing access to a surcharge-free regional or national ATM Network for Institution’s Users or by another manner permissible pursuant to the Title IV Regulations.

#### *6. Rewards and Deals*

BankMobile, one of its affiliates or a third party contracted by BankMobile, may maintain various rewards and incentive programs, from time to time, that would be available to Users. BankMobile, one of its affiliates or a third party contracted by BankMobile, shall be responsible for the recruitment and management of participating merchants, deals and other promotions, and the assignment and administration of any User benefits. BankMobile shall be responsible for informing Users of any such programs offered and the associated terms and conditions of the respective programs.

#### *7. Optional Services (upon mutual agreement)*

BankMobile and the Institution may agree that BankMobile shall provide the Institution additional services under this Agreement (which are not otherwise included pursuant to the terms of this Agreement). To the extent that BankMobile and the Institution agree that BankMobile shall provide certain optional services, such additional optional services may only be added by a written amendment, addendum or additional exhibit to this Agreement, and additional charges for such optional services may apply.

#### *8. Miscellaneous BankMobile Obligations*

Pursuant to the terms of this Agreement, BankMobile shall be responsible for the following actions:

- a. offering students a secure method to authenticate their identity and provide their disbursement instructions to BankMobile; and
- b. providing secure logins to authorized representatives of the Institution that will allow access to BankMobile’s standard reports online related to Disbursements and other information.

The Institution shall be responsible for the protection and the management of the logins of each of its authorized representatives into BankMobile’s systems and shall be liable for any disclosure, theft or abuse of logins.

#### *9. Charges to the Institution*

The Institution shall pay to BankMobile the fees and amounts as described below. The Institution acknowledges that the fees and other amounts due to BankMobile, as set forth below, do not include taxes, duties or other governmental charges including, but not limited to, sales,

use, excise, and value added taxes (but excluding any taxes imposed on BankMobile’s income), and the Institution shall pay such taxes if applicable and levied or imposed by any government authority in connection with the Services.

**9.1 Institution Charges**

(a) **Set-up and Implementation Costs:** The Institution acknowledges that BankMobile commits a significant investment in set-up, marketing and other implementation-related services. Therefore, the Institution agrees to supply adequate and appropriate staff resources and commence project implementation on or before the **Project Start Date**. With the exception of causes outside the control of the Institution, the Institution shall pay an implementation fee in the amount of \$2,500 for every thirty (30) days that the Services are not launched by the “Go-Live Date” set forth on the first page of this Agreement.

(b) **Fees:** The Institution agrees to pay BankMobile an annual subscription fee in an amount equal to \$15,000 for the Services (the “Subscription Fee”). The Institution agrees to pay BankMobile the Subscription Fee within thirty (30) days of the Effective Date of this Agreement. Thereafter, the Institution agrees to pay BankMobile the Subscription Fee on or before the anniversary of the Effective Date of each respective calendar year, for the term of the Agreement.

The Subscription Fee shall include:

- i. Electronic Disbursements (ACH or Bank Account Provided by Customers Bank)
- ii. Paper Checks

To the extent that the Institution processes less than 90% of all Disbursements through BankMobile’s Refund Management® system in any given semester, BankMobile reserves the right to charge the Institution an account maintenance fee of \$1 per month per User.

(c) **Additional Charges:** The Institution may request the optional services (which are not otherwise included pursuant to the terms of this Agreement) and the cost of such services shall be quoted upon request. For the avoidance of doubt, to the extent that BankMobile and the Institution agree that BankMobile shall provide any of the optional services listed in this subsection (c), such additional optional services may only be added by a written amendment, addendum or additional exhibit to this Agreement, and additional charges for such optional services may apply. The optional services available are:

- a. non-standard features on the BankMobile website and custom reports;

- b. exception handling for Disbursements;
- c. non-basic marketing support or changes to standard marketing materials;
- d. modifications to the Debit Card design after approval, or additional card features such as proximity or smart chips (pricing above includes standard embossed mag-stripe cards only);
- e. assistance in de-converting from the Services;
- f. excessive data transfer (charged in the event that unnecessary files and/or data are uploaded to BankMobile’s system);
- g. any additional services that have been mutually agreed upon by both parties;

The aforementioned optional services will be quoted at BankMobile’s then standard hourly rates. The current standard hourly rate is \$275 per hour for technical and project management time. For large projects, we will negotiate an appropriate and mutually agreed upon rate.

**9.2 Invoices**

To the extent that an invoice is issued to the Institution for charges incurred, the Institution shall pay such invoices within thirty (30) days of the date of the invoice. In the event any amounts due remain unpaid beyond the 30<sup>th</sup> day, BankMobile reserves the right to charge the Institution a late fee of 1.5% of the unpaid amount for each month such amount remains unpaid. With the exception of any amounts that the Institution disputes in writing in good faith within thirty (30) days of invoice date, the Institution agrees that it shall neither make nor assert any right of deduction or set off from fees on invoices submitted by BankMobile. Additionally, BankMobile reserves the right to increase any fees by a factor not to exceed six-percent (6%) per annum. The Institution acknowledges that the above pricing structure is based on BankMobile being allowed to provide all of the Services contained in this Agreement. Any change to the terms, scope, timeline or the Services may result in a modification to the pricing set forth above. BankMobile does not waive its right to collect fees owed to BankMobile due to an error contained in an invoice or by the acceptance of a partial payment.

Please complete the following contact information block with the appropriate Institution billing information:

<b>Billing Contact &amp; Title</b>	Erika Almaraz, Fiscal Billing Manager
<b>Address Line 1</b>	2323 North Broadway
<b>City, State, Zip Code</b>	Santa Ana, CA 92706
<b>Email Address (for electronic invoices)</b>	Almaraz_erika@rscsd.edu

Exhibit B  
Terms and Conditions

## 1. PROVISIONS OF SERVICES

**1.1 Terms Governing Services.** This exhibit sets forth the terms and conditions applicable to any of the Services which may be provided by BankMobile to the Institution during the Term.

**1.2 Changes or Additions to Scope.** Either party may propose a change to any exhibit, or any additional services to be provided by BankMobile to the Institution under an additional exhibit; however, no such change or additional services shall become part of this Agreement unless and until accepted and agreed in writing by both parties. Upon such execution, such amended or supplemental exhibit (and any of the Services) shall become part of this Agreement.

**1.3 Conditions Precedent to Services.** BankMobile's obligations hereunder shall be subject to obtaining regulatory and third-party approvals needed to provide the Services.

## 2. INSTITUTION OBLIGATIONS

The Institution understands and agrees that BankMobile's performance of its obligations hereunder is dependent upon the Institution's cooperation and timely performance of certain tasks and obligations. These tasks and obligations are set forth below and shall include, but are not limited to:

- a. assigning adequate personnel to assist BankMobile in the performance of the Services and providing assistance to and coordinating with third party providers of the Institution System to facilitate the timely implementation and performance of the Services;
- b. providing any technical data and other technical information necessary for access to the Institution System and for the performance of the Services;
- c. facilitating any integration and coordinating with the Institution System third party vendors including but not limited to Campus Transaction System, ERP and other providers (as applicable) to connect the Services with the Institution System;
- d. maintaining and operating all the features and functionalities of the Institution System, unless otherwise expressly stated in Exhibit A, and protecting all information stored on the Institution System;
- e. assisting BankMobile in the design of marketing and education information related to the Services;
- f. providing BankMobile the right to have marketing materials related to the Services included within Institution mailings to Users, continuing to remain responsible for any expenses, including postage, relating to the Institution distributed mailings to Users;
- g. refraining from entering into any agreement or similar relationship with any other third-party provider relating to refund disbursement or to the co-branding of checking accounts and/or debit, store-valued or equivalent cards during the Term;
- h. providing (i) access to and assistance with marketing information related to the Services to be distributed to Users by the Institution and (ii) timely decisions and approvals necessary for the timely delivery of the Services;
- i. generating and distributing of payroll stubs and associated tax-related information to the extent that BankMobile is handling payroll disbursements;
- j. issuing and distributing temporary cards, which will not be Debit Cards in the event that the Institution desires to provide Users with a temporary card in the case of loss or theft of a User's Debit Card which serves an institutional purpose;
- k. providing Institution Data to BankMobile to perform the Services;
- l. reviewing, on an annual basis, BankMobile's policies and procedures as set forth in BankMobile's Department of Education Compliance Handbook pertaining to the Services and abiding by those policies and procedures;
- m. conducting reasonable due diligence reviews at least every two years in accordance with Department of Education regulations;
- n. disclosing, conspicuously on its website this Agreement and providing to the Secretary of the Department of Education an updated URL containing the Agreement for publication in a centralized database accessible to the public; provided, however that the parties shall have the right to redact from this Agreement any information that, if disclosed, would compromise either party's personal privacy, proprietary information, or the security of information technology or of physical facilities;
- o. disclosing, conspicuously on its website the total consideration for the most recently completed award year paid to or received by the parties under the terms of this Agreement or any other agreements between BankMobile and the Institution concerning the Services;
- p. disclosing, conspicuously on its website the number of accounts opened under this Agreement, and the mean and median actual costs incurred by accountholders for the previous calendar year, during any year in which the Institution's enrolled students open thirty (30) or more financial accounts;
- q. notifying the Department of Education within ten (10) days of the date that it (i) enters into a new third-party servicer contract or significantly modifying an existing contract; (2) terminates a third-party servicer contract; or (3) ceases the performance of the functions required under a third-party servicer contract, goes out of business, or files a bankruptcy petition;
- r. providing BankMobile the date on which a credit balance is created; and
- s. executing BankMobile's Institutional Purpose Verification form if the Debit Card serves an institutional purpose.

BankMobile agrees to assist the Institution with the disclosure requirements set forth in subsections (n) through (p).

### 3. COMPLIANCE AND WARRANTIES OF PARTIES

**3.1 Compliance.** BankMobile and the Institution shall comply in all material respects with any Government Rules, Operating Rules and BankMobile Materials applicable to the Services and/or the performance of their obligations hereunder including, but not limited to the Title IV Regulations and the operative interpretation of such regulations by the DOE. The Institution and BankMobile further agree that neither shall be obligated to comply with the terms of this Agreement, or any portion thereof, if doing so would cause such party to be in violation of Government Rules including, but not limited to, Title IV Regulations. In the event that there is a conflict between the terms of this Agreement and any of Government Rules or any interpretations of thereof by an applicable regulator or court of competent jurisdiction, Government Rules shall govern. The Institution agrees that it shall determine, in its sole discretion, whether it has entered into a tier two arrangement per the Title IV Regulations and that it will notify BankMobile of any such arrangement. If the Institution determines it has entered into a tier two arrangement, the Institution and/or the other party subject to the tier two arrangement shall be responsible for compliance with all applicable Government Rules.

**3.2 BankMobile.** BankMobile represents and warrants that: (i) its performance of the Services materially complies with all applicable Government Rules; (ii) none of the BankMobile Materials contains any defamatory, damaging, obscene or offensive materials, or any materials that knowingly infringe or breach any third party's copyrights, trade secrets or other intellectual property rights; and (iii) all storage, maintenance and use of the Institution Data by BankMobile will materially be in compliance with all Government Rules.

**3.3 Title IV Program Compliance.** BankMobile agrees to the following: (i) to comply with all statutory or regulatory provisions, and special arrangements, agreements, limitations, suspensions, and terminations entered into under Title IV HEA Program; (ii) to refer to the Department of Education Office of Inspector General for Investigations any information indicating there is reasonable cause to believe either: (a) the Institution might have engaged in fraud or other criminal misconduct in connection with the Institution's administration of any Title IV HEA Program, or (b) an applicant for Title IV HEA Program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application; (iii) to be jointly and severally liable with the Institution for any violation by BankMobile of any statutory or regulatory provisions, and special arrangements, agreements, limitations, suspensions, and terminations entered into under the Title IV HEA Program; (iv) to make available to the Institution all records in BankMobile's possession pertaining to the Institution's participation in the program or programs for which the Services are no longer provided, if this Agreement is terminated, or BankMobile stops providing the Services, goes out of business, or files a petition under the US Bankruptcy Code; and (v) to submit any required compliance audit to the U.S. Department of Education.

**3.4 Institution.** The Institution represents and warrants to BankMobile that: (i) it has obtained in writing any licenses, permits, registrations, waiver or other authorizations from any party necessary for BankMobile to access and use the Institution Data and Institution System to perform the Services; (ii) the Institution Data is complete and accurate, to the best of the Institution's knowledge, and the Institution has reasonable and appropriate procedures to insure same; and (iii) the Institution Data and the Institution System do not contain any defamatory, damaging, obscene or offensive materials, or any materials that infringe or breach any third party's copyrights, trade secrets or other intellectual property rights.

**3.5 Web Accessibility.** BankMobile acknowledges that Web Content Accessibility Guidelines (WCAG) 2.0 provide a wide range of recommendations for making Web content more accessible. Should either party have concerns regarding the other party's web accessibility, the parties will submit such concerns in writing, and either party shall have the right to respond in a reasonable period of time. Either party shall have the right to terminate this Agreement without penalty upon 240 days' notice.

### 4. CONFIDENTIALITY

**4.1 Confidential Information.** BankMobile and the Institution each acknowledges that confidential and proprietary information that has commercial value to the disclosing party in its business that is not in the public domain will be disclosed to the other party. For purposes of this Agreement, "Confidential Information" shall mean (i) all information of a party that is marked "confidential", "proprietary", "internal" or with a similar designation or that from the circumstances a party should reasonably understand to be confidential or proprietary to the other party and (ii) trade secrets, confidential knowledge, know-how, software, technical information, data or other proprietary information or business information regarding business planning and operations of disclosing party.

**4.2 Obligations.** Each party shall only use the Confidential Information of the other party to perform its obligations under this Agreement. Each party will use at least the same degree of care, but not less than reasonable care, and to the extent permitted by Government Rules, to prevent any disclosure to third parties of the Confidential Information of the other party as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature; provided, however, that each party may disclose such information to its employees, agents, subcontractors and vendors who have a need to know such information, who have been advised by the disclosing party of the obligation to preserve such information's confidentiality, and who have entered into a written confidentiality agreement containing obligations materially similar to those contained in this Section. The disclosing party shall be responsible for any breach by any of its employees, agents, subcontractors or vendors of any such confidentiality obligations. Upon expiration or termination of this Agreement for any reason, each party shall return promptly to the other party all Confidential Information in such party's possession

and certify in writing to the other party its compliance with this sentence.

**4.3 Personal Identifying Information.** When providing data to BankMobile to aid in the disbursement of student funds, the Institution agrees that it will not send BankMobile either the full or partial social security number for any User.

**4.4 Exclusions.** Notwithstanding the foregoing, this Section will not apply to any Confidential Information of a party that the other party can demonstrate as evidenced by written records: (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure not subject to any confidentiality obligation; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it; (v) was independently developed by or for the receiving party without reference to Confidential Information of the furnishing party; or (vi) may be required to be disclosed under Government Rules, or as may be required to comply with legal process, provided, however, that the disclosing party shall first give the other party notice of any such disclosure and shall only disclose so much of the other party's Confidential Information as is necessary to comply with the applicable legal requirement or process. Institution Data shall not be deemed Confidential Information for purposes of this Section but shall be subject to Section 5.

**4.5 Equitable Remedies.** Each party acknowledges that, to the extent that it breaches (or threatens to breach) its obligations under this Section, the other party will be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or threatened to breach) any such obligations, such party will not oppose the entry of an appropriate order restraining it from any further breaches (or threatened breaches).

## 5. INSTITUTION DATA

**5.1 BankMobile.** BankMobile agrees to store and use the Institution Data in compliance with all Government Rules and in accordance with industry standards. BankMobile shall share the Institution Data with third parties solely as necessary to provide the Services hereunder or as may be required to be disclosed under Government Rules or to comply with legal processes. All personal User information will be handled per BankMobile's privacy policy (as may be revised from time to time) and in accordance with the Family Educational Rights and Privacy Act (Buckley Amendment) and the Gramm-Leach-Bliley Act, as applicable.

**5.2 Institution.** The Institution understands and agrees that, to the extent applicable under the provisions of Government Rules, it may be subject to examination by regulatory entities for the Services provided in connection with this Agreement. In addition, the Institution shall comply with all applicable requirements of Government Rules by taking appropriate measures to ensure the security, confidentiality, availability and integrity of all Institution Data and Confidential Information and to protect against unauthorized access to or use of such information.

## 6. OWNERSHIP

**6.1 BankMobile.** BankMobile shall be the sole and exclusive owner of the BankMobile Materials, banking and BankMobile related items on the Debit Card, and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively) by whomever developed or created. No ownership of the BankMobile Materials or the Intellectual Property Rights in and to them shall be transferred to the Institution.

**6.2 Institution.** The Institution is and shall be the sole and exclusive owner of the Institution System, Institution related items on the Debit Card, and all Intellectual Property Rights therein.

## 7. INSURANCE

Prior to commencing performance, BankMobile shall secure, and maintain in force until termination of this Agreement, not less than the following insurance coverage:

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Comp/Employer's Liability	Statutory Limit/\$500,000 Each Accident
Commercial General Liability	\$1,000,000 Each Occurrence and \$2,000,000 in aggregate
Commercial Auto Liability	\$1,000,000 Combined Single Limit
ERISA Fidelity/Employee Theft	\$10,000,000
Excess/Umbrella Liability	\$10,000,000 Each Occurrence and in aggregate

All Customers Bank Accounts will be insured with the Federal Deposit Insurance Corporation ("FDIC"). If requested by the Institution in writing, the Institution will be named as an additional insured on the Commercial General Liability and Commercial Automobile Liability policies, and the Workers Compensation insurance carrier will waive rights of subrogation against the Institution. Evidence of such coverage will be provided to the Institution upon request.

## 8. INDEMNIFICATION

To the extent permitted by the laws of the state in which the Institution is located, each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party and its affiliates and their respective officers, directors, employees and agents (the "Indemnified Party") from and against any and all losses, liabilities, claims, obligations, costs and expenses (including actual and reasonable attorneys' fees), which result from or arise in connection with any breach by the Indemnifying Party of any of its warranties made including breach by the Indemnifying Party's employees, contractors, subcontractors, agents and assignees set forth herein. The Indemnifying Party shall be promptly notified of any such claim, action, or demand and shall have the right, at its own expense, to participate in the defense thereof with counsel of its own choosing; provided, however, that the Indemnifying Party's decision in connection with the defense or settlement of any such claim, action, or demand shall be final, subject to the terms otherwise contained in this Agreement. The foregoing states the entirety of the parties' obligations with respect to any claim by any third Party.

## 9. EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY

EXCEPT FOR REPRESENTATIONS OR WARRANTIES EXPRESSLY MADE IN SECTION 3.2, BANKMOBILE MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO THE INSTITUTION, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, THE BANKMOBILE MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. NEITHER BANKMOBILE NOR THE INSTITUTION SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY BANKMOBILE FROM THE INSTITUTION UNDER THIS AGREEMENT FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

## 10. DELAY – FORCE MAJEURE

Neither party shall be liable to the other party or be deemed to be in breach of this Agreement to the extent that performance of such party's obligations under this Agreement are delayed or prevented as a result of any event beyond the reasonable control of a party and shall include, without limitation, (i) acts of God, explosion, or fire; (ii) war or threat of war, terrorism, sabotage, riot, revolution, civil disturbance or requisition; (iii) acts, restrictions, regulations, prohibitions or measures of any kind on the part of any governmental authority; or (iv) strikes, lockouts, or other industrial actions or trade disputes. The party experiencing excusable delay shall be excused from performance of such obligations so affected by the excusable delay event for the period during which the excusable delay event continues and for such time thereafter as is reasonably necessary to overcome the effects of such excusable delay. Both parties shall use all reasonable best efforts to overcome or work around the excusable delay event as soon as reasonably practicable. In addition, neither party shall be liable to the other party for any late or non-performance of its obligations hereunder to the extent such delay or non-performance is due to the delay or non-performance by such other party of its obligations hereunder.

## 11. TERM; TERMINATION

**11.1 Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue for the period of time set forth on the first page of this Agreement, unless earlier terminated pursuant to the terms herein. This Agreement will be renewed in accordance with the terms set forth on the first page of this Agreement. In the event that a change in applicable laws and/or regulations results in BankMobile no longer being able to offer the Services in a commercially reasonable manner as determined by BankMobile, BankMobile shall be able to terminate this Agreement upon 120 days notice to the Institution without

penalty. The initial term and any renewal term shall be referred to collectively as the "Term".

**11.2 Termination for Cause.** If either party fails to perform any of its material obligations under this Agreement (including failure to pay any amounts when due) and does not cure such failures within ninety (90) days (or such other time period as may be provided hereunder) after being given written notice specifying the nature of the failure, then the non-defaulting party may, by giving written notice to the other party, terminate this Agreement as of the date specified in such notice of termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated immediately for cause at any time by written notice given by either party upon any final determination by any court that this Agreement or any material aspect of the activities to be conducted hereunder is illegal as a matter of law where the parties cannot in good faith negotiate an amendment to the Agreement or such activities to bring it or them into compliance after 120 days of such final determination. Notwithstanding the foregoing, in the event that a change in Government Rules, or a change in the interpretation of such Government Rules, results in BankMobile no longer being able to offer the Services in a commercially reasonable manner as determined by BankMobile, BankMobile shall have the right to terminate this Agreement without penalty upon 120 days notice to the Institution.

**11.3 Termination for Student Complaints or Fee Amounts.** Notwithstanding anything to the contrary contained herein, the Institution may terminate the Agreement in accordance with the requirements set forth in 34 C.F.R. 668.164(e)(2)(ix) of the Title IV Regulations. In addition, the Institution may choose to survey its student population at any time regarding satisfaction with BankMobile's account set-up and disbursement processes, customer service, fees, accessibility, etc. If the Institution terminates this Agreement pursuant to this section, or as a result of student dissatisfaction indicated by survey results, it shall provide BankMobile with documented support and provide reasonable notice to BankMobile.

**11.4 Survival.** Any and all payment obligations under this Agreement, any applicable definitions and the following sections of this exhibit shall survive any expiration or termination of this Agreement: 4, 5, 6, 8, 9, 12 and 13.

**11.5 Termination Procedures.** Both parties shall be involved in notifying Users of a termination of the Services provided pursuant to this Agreement and the options they may exercise as a result of such termination. Users are responsible to decide whether to maintain their respective BankMobile Account through BankMobile or to actively change their banking relationship. De-conversion charges may apply at BankMobile's then current standard hourly rates.

**11.6 Proration of Fees in the Event of Termination.** If the Agreement is terminated for cause or student complaints, BankMobile will prorate the most recent annual subscription fee paid by the Institution and refund the Institution for the period of time services not rendered. The refund will be paid by BankMobile within thirty (30) days of the agreed-upon termination date.

## 12. ARBITRATION, GOVERNING LAW AND VENUE

**12.1 Arbitration.** If permitted under the laws of the state in which the Institution is located, the parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with this Agreement shall be referred to arbitration for final and binding resolution. Either party to this Agreement may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the city and state in which the Institution is located as set forth above. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each party specifically agrees and acknowledges that this Section is a material term of this Agreement and acknowledges that it would not enter into this Agreement in the absence of this Section. Each party warrants and represents to the other party that this Section is valid and enforceable and the other party will incur damages if such representation is false.

**12.2 Law and Venue.** The laws of United States and the Commonwealth of Pennsylvania shall govern this Agreement, without regard to its conflicts of laws principles. Each of the parties hereby submits to the jurisdiction of the state and federal courts located in the state in which the Institution is located as set forth herein.

## 13. GENERAL

**13.1 Independent Contractor Relationship.** BankMobile is acting as an independent contractor under this Agreement and nothing in this Agreement shall be deemed or construed to create a partnership, joint venture or employer-employee relationship between the parties. Neither party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other party.

**13.2 Notices.** Any notice to be given hereunder to any other party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally, (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by facsimile or email, as follows:

- If to BankMobile:  
BankMobile  
115 Munson Street  
New Haven, CT 06511  
Attn: Contract Administrator  
Email: [contracts@bankmobile.com](mailto:contracts@bankmobile.com)  
Fax: 203-776-7796
- If to the Institution:  
See the Institution's address on first page of this Agreement.

All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either

such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.

**13.3 Subcontracting.** BankMobile shall have the right to utilize the services of subcontractors in performing the Services, provided that BankMobile shall retain responsibility to the Institution for performance of the Services under this Agreement. BankMobile shall only share the personal identifying information of Users in compliance with Government Rules.

**13.4 Publicity.** The Institution agrees that BankMobile may reference the Institution as its client, including using the Institution name, service marks, copyrights, licenses, trademarks, logos, colors, slogan, mascot and Debit Card design in the Services, sales and marketing materials, website, and customer service.

**13.5 Amendment or Waiver.** No amendment or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

**13.6 Headings and Captions.** The headings and captions of this Agreement are included for convenience only and shall not be considered in construction of the provisions hereof.

**13.7 Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the parties' original intent.

**13.8 Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original agreement but which together shall constitute one and the same instrument.

**13.9 Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality agreements, and other agreements and communications, oral or written, between the parties regarding such subject matter.

**13.10 Assignment.** Either party may assign its rights and obligations under this Agreement.

**13.11 Books and Records.** BankMobile will maintain accurate books and records of all funds received and disbursed in connection with its scope of work, including any and all documentation of any kind, correspondence, and other papers and documents relating to this Agreement. All books and records, relating to the Institution program, are to be prepared and kept in accordance with generally accepted accounting principles consistently applied. BankMobile shall ensure adequate control over all books, records, and files, relating to the Institution program. BankMobile shall preserve all such books and records for at least three (3) years after the close of the calendar year to which they relate and are subject to audit.



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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of the 2018-19 Tentative Budget	
Action:	Request for Approval	

**BACKGROUND**

In accordance with the California Code of Regulations, Title 5, Section 58305, the governing board of each community college district shall adopt a tentative budget by July 1<sup>st</sup> of each year.

**ANALYSIS**

A bound copy of the proposed Tentative Budget has been provided for review. The electronic version is available on the website at <http://www.rscgd.edu/Departments/Business-Operations/Pages/Budget.aspx>. The Tentative Budget contains budgets for all of the funds under the District's purview including the following: General Fund (restricted and unrestricted), Bond Interest and Redemption Funds, Bookstore Fund, Child Development Fund, Capital Outlay Projects Fund, General Obligation Bond Fund, Self-Insurance Funds, Retiree Health Benefits Fund, Associated Students Fund, Representation Fee Trust Fund, Student Financial Aid Fund, Community Education Fund, and the Diversified Trust Fund.

The Tentative Budget is considered a placeholder budget for operational purposes and was prepared based on the best available information. The Tentative Budget which was reviewed and recommended to District Council by the Fiscal Resources Committee (FRC), was reviewed and recommended to the Chancellor by District Council at the June 4, 2018 meeting. The proposed Adopted Budget is scheduled to be presented for approval at the September 10, 2018 Board meeting.

**RECOMMENDATION**

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

Fiscal Impact:	As identified in the Tentative Budget	Board Date: June 11, 2018
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Amendment to Agreement with Michael Baker International, Inc. – Topographic Land Survey Consultant Services at the District Operations Center	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an agreement for topographic land survey consultant services at the District Operations Center. As previously noted the site is shared with Veros Credit addressed as 2333 North Broadway located on the northern portion of the site (Parcel #1). Veros Credit recently purchased the 2333 North Broadway building and parcel. The southern portion of the site (Parcel#2) is owned by the Rancho Santiago Community College District. The survey is needed to confirm property boundaries, utility locations, easements and other site topography as the existing survey is insufficient and out dated. The primary objective is to accurately identify and delineate site boundaries particularly with respect to the boundary line between the two parcels. This will assist the District in addressing issues associated with site upkeep, repairs, maintenance, building and site improvements, including future parking reconfiguration if necessary. During the course of the survey it was discovered that a corner monument was missing. It is determined to be in the District's best interest to set and record a new monument to ensure proper delineation of the District Operations Center boundaries. The added service will involve survey verification of the location of the missing monument, placement of a permanent durable monument at the intersection of the northerly line of the adjacent parcels and recordation with the County of Orange. To see original agreement, please [click here](#).

**ANALYSIS:**

The amendment is to increase the contract by \$3,000. The revised total contract amount is \$21,700. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the agreement with Michael Baker International, Inc. – Topographic Land Survey Consultant Services at the District Operations Center as presented.

Fiscal Impact:	\$3,000	Board Date: June 11, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 6/11/18**

Project: District Operations Center Topography Survey

Site: District Operations Center

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Consultants: **Michael Baker International, Inc.**

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Type of Service: Topographic Land Survey Consultant Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$18,700.00		4/24/2018		12/31/2018
Amendment #1	\$3,000.00				12/31/2018
<b>Total Agreement Amount</b>	<b>\$21,700.00</b>				

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**AGREEMENT NO: 0276.00/ DESCRIPTION:**

Amendment #1 for additional topographic land survey consulting services.

This agreement #0276.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$3,000.00**

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

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FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **12th** day of **June** in the year **2018**, between **MICHAEL BAKER INTERNATIONAL, INC.** hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0276.00 entered into on April 23, 2018 to provide Land Surveying Services for the District Operations Center. Please amend the AGREEMENT to include the following:
  - A. By adding additional survey scope per the attached Exhibit A; and
  - B. By increasing the AGREEMENT amount by THREE THOUSAND DOLLARS (\$3,000) from EIGHTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$18,700); for a total AGREEMENT amount of TWENTY-ONE THOUSAND SEVEN HUNDRED DOLLARS (\$21,700).
2. Except as amended herein, the terms and conditions of AGREEMENT 0276.00 effective April 24, 2018, shall remain in full force and effect.

**MICHAEL BAKER INTERNATIONAL, INC.**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Peter J. Hardash  
Vice Chancellor, Business Operations and Fiscal Services

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Email \_\_\_\_\_

COPIES TO:

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facilities Planning, District Construction and Support Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Interim Director of Purchasing

**EXHIBIT "A"**

A. Project Scope:

A Corner Record survey will be prepared in accordance with the State of California Business & Professions Code, Chapter 15, §§ 8765(d), 8771 and 8773 of the Professional Land Surveyors' Act. We will set a permanent durable monument at the intersection of the northerly line of Parcel 2 of Parcel Map filed in Book 7, Page 21 of Parcel Maps with the southwesterly line of Parcel 73915-1 as described in that certain Final Order of Condemnation, Superior Court Case No. 684535, a certified copy of which was recorded October 18, 1996 as Instrument No. 19960529382 of Official Records, as shown on Record of Survey 2007-1026 filed in Book 220, Pages 32 through 43, inclusive, in the Office of the County Recorder of Orange County, California. The subject corner record shall be for the exclusive benefit of the client and the client's title company.

Consultant shall prepare one Corner Record, and surveying services as described above and shall file it with the Orange Counties Surveyors Office. A copy of which will be furnished to the District upon completion.

B. Schedule breakdown:

Field Services:

Week 1: Begin the field work for setting property corner and tie additional monuments.

Office Services:

Week 1: Process field data, prepare corner record and send to OCPW for review.

Office Services:

Week 3-4: Review county surveyors comments, make corrections and file with OCPW, prepare deliverables to client.

C. Compensation / Fee Schedule:

1. Total not-to-exceed amendment fee is **THREE THOUSAND DOLLARS (\$3,000)**. Included in this not-to-exceed fee is the following:
  - a) Compensation for Basic Services of Corner Record Survey: The District shall compensate the Architect for performing Basic Services as described in Paragraph 1.A for a fixed fee of in the amount of **TWO THOUSAND DOLLARS (\$2,000)**, billed upon completion and acceptance by the District.
  - b) Allowance: **ONE THOUSAND DOLLARS (\$1,000)**. Allowance for unforeseen conditions and further land surveying services subject to prior written approval by the District and subject to rate and fee approval by the District.

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Amendment to Agreement with Lionakis - On-Call Architectural Design Services for Various Projects District-Wide	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On November 9, 2015 the Board of Trustees approved an agreement with Lionakis for on-call architectural design services for various projects district-wide. In order for the District to be able to timely evaluate and assess scope of work that is urgent due to potential fire life safety or other imminent investigations that are required, District staff is in need of having assistance from a licensed architect. The District has had to undertake and address a variety of projects, campus requests, and requests from other entities which requires District staff to evaluate, investigate and develop project scope of work in a proper manner to determine the necessary requirements should the project proceed. The District utilizes on-call architectural firms already prequalified and experienced in code compliance for community colleges and DSA requirements. The contract is an extension for an additional year due to the volume of current on-going smaller scale capital projects across the District. To see original agreement, please [click here](#).

**ANALYSIS:**

The services covered by this agreement commenced on November 10, 2015 and the new end date has been revised from June 30, 2018 to June 30, 2019. There are no additional costs for this amendment. The agreement remains based on a not-to-exceed fee of \$182,500.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the agreement with Lionakis - On-Call Architectural Design Services for Various Projects District-Wide as presented.

Fiscal Impact:	N/A	Board Date: June 11, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



# Board Agreement Summary

**Board Date: 6/11/18**

Project: Various Facility Improvement projects

Site: **District-Wide**

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Consultants: **Lionakis**

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Type of Service: Architectural Design Services

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Agreement Summary	Amount	Reimbursables	Start	Duration	
					End
Original Contract Amount	\$80,000.00	\$2,500.00	11/10/2015		6/30/2017
Amendment #1	\$100,000.00				6/30/2018
Amendment #2		N/A			6/30/2019
<b>Total Agreement Amount</b>	<b>\$182,500.00</b>				

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**AGREEMENT NO #0166.00/ DESCRIPTION:**

Amendment #2 for additional time.

This agreement #0166.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:**

**N/A**

**Contract End Date:**

**6/30/2019**

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**SECOND AMENDMENT TO ON-CALL SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **12th** day of **June** in the year **2018**, between **LIONAKIS**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0166.00 entered into on November 9, 2015, and amended on December 12, 2016, to provide on-call architectural services. Please amend the AGREEMENT to include the following:
  - 1. By extending the contract completion date from June 30, 2018 to be through June 30 2019.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0166.00, effective November 10, 2015, shall remain in full force and effect.

**LIONAKIS**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Peter J. Hardash

Title \_\_\_\_\_

Vice Chancellor, Business Operations and Fiscal Services

Date \_\_\_\_\_

Date \_\_\_\_\_

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Amendment to Agreement with PENCO Engineering, Inc. - On-Call District-Wide Land Survey Services	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement for additional land surveying services and to extend time. On June 13, 2016 the Board of Trustees approved an agreement with PENCO Engineering, Inc. for on-call district-wide land survey services. The District is in need of a land surveying consultant that can be utilized on an as-needed basis. This on-call agreement will allow the District to work with a surveyor to assist in a variety of tasks including, but not limited to; writing and reviewing of legal descriptions; research and assistance to correct property title encumbrances, assist with preparing documents to be used for vacations, easements, dedications; developing exhibits for submittal to County, City, or other agencies as needed. The surveyor will assist in other specific topographic survey work when time is of the essence. The services are needed to continue with on-call services for smaller scale capital projects. To see original agreement, please [click here](#).

**ANALYSIS:**

The services covered by this agreement commenced on June 14, 2016 and the new end date has been revised from June 30, 2018 to June 30, 2019. The amendment is to increase the contract by \$50,000. PENCO Engineering, Inc. has agreed to retain 2016 hourly rates without an increase. The revised total contract amount is \$150,000. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the agreement with PENCO Engineering, Inc. - On-Call District-Wide Land Survey Services as presented.

Fiscal Impact:	\$50,000	Board Date: June 11, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 6/11/18**

Project: On-Call District-Wide

Site: **District-Wide**

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Consultants: **PENCO Engineering, Inc.**

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Type of Service: Land Survey Services

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Agreement Summary	Amount	Reimbursables	Start	Duration	
					End
Original Contract Amount	\$98,000.00	\$2,000.00	6/14/2016		6/30/2018
Amendment #1	\$50,000.00				6/30/2019
<b>Total Agreement Amount</b>	<b>\$150,000.00</b>				

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**AGREEMENT NO: 0199.00/ DESCRIPTION:**

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Amendment #1 for additional land survey services and to extend time.

This agreement #0199.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$50,000.00**

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**Contract End Date:** **6/30/2019**

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**FIRST AMENDMENT TO LAND SURVEY SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this 12<sup>th</sup> day of JUNE in the year 2018, between **PENCO ENGINEERING, INC.**, hereinafter referred to as “CONSULTANT”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “DISTRICT”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0199.00 entered into on June 13, 2016 to provide ON-CALL DISTRICT-WIDE LAND SURVEY SERVICES. Please amend the AGREEMENT to include the following:
  - 1. By increasing the AGREEMENT amount by FIFTY THOUSAND DOLLARS ONLY (\$50,000) from ONE HUNDRED THOUSAND DOLLARS ONLY (\$100,000), for a total AGREEMENT amount of ONE HUNDRED FIFTY THOUSAND DOLLARS ONLY (\$150,000).
  - 2. By extending the contract completion date from June 30, 2018 to be through June 30 2019.
  
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0199.00, effective June 14, 2016, shall remain in full force and effect.

**PENCO ENGINEERING, INC.**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Peter J. Hardash

Title \_\_\_\_\_

Vice Chancellor, Business Operations and Fiscal Services

Date \_\_\_\_\_

Date \_\_\_\_\_

COPIES TO:

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facilities Planning, District Construction and Support Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Interim Director of Purchasing

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Agreement with Guidepost Solutions LLC – Door Access Control District-wide	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for consulting services related to door hardware and door access control systems. The District has explored interim door lockdown measures to a variety of doors in buildings districtwide. These interim measures for lockdown were undertaken as a means to enhance District safety. Concurrently, the District has been interested in exploring a long-term option that includes a new door access control system across buildings within the District. The planning of such a project requires specialty consulting services. Recognizing the variety of door types and door access control systems that exist across buildings and the need for developing long-term planning options for projects related to door access control, a Door Access Control RFQ/RFP #1718-185 was advertised to seek a qualified access control specialty consultant who can assist the District in this planning. There are currently two buildings at Santiago Canyon College that have door access control systems: the Science Center and the Humanities building. At Santa Ana College, the new Science Center and new Johnson Student Center are designed with new door access control systems. The District Office building has a door access control system that is at end of life.

The consultant shall assist the District in identifying existing conditions of doors, door hardware, access control systems, and recommend options for potential new software systems with an open protocol access control system that can be utilized districtwide across multiple buildings including developing the appropriate cost estimates for an implementation plan. Assessments will be undertaken to existing door and door hardware to determine conditions, evaluation of room use, location and security needs to develop a long-term plan and scope of work. The final deliverable will include an assessment of each door location with recommendations for potential door access control capability, software options to manage any proposed electronic door access and identification of supporting infrastructure needs for implementation, along with an estimate of cost(s). The information provided by the consultant can then be utilized by the District to develop planning of future project(s).

**ANALYSIS:**

A Request for Qualifications/Request for Proposal (RFQ/RFP) #1718-185 was advertised on December 1, 2017 with a response deadline of January 26, 2018. The District received responses from Exante 360, LLC (Newport Beach); Guidepost Solutions LLC (Los Angeles); IMEG Corp. (Anaheim); P2S Engineering, Inc. (Long Beach); PlanNet Consulting (Los Angeles) and Triad Consulting & System Design Group, LLC (Corona). A screening panel convened on February 1, 2018 to review the proposals and interviewed Exante 360, LLC; Guidepost Solutions LLC; P2S Engineering, Inc. and PlanNet Consulting on February 14, 2018. After a thorough review, the panel recommends Guidepost Solutions LLC by consensus based upon a thorough review and the culmination of their RFP response, and responsiveness, qualifications, interviews, experience, team members, project approach, fee, schedule, knowledge and ability to meet the anticipated schedule.

The services covered by this agreement shall commence June 12, 2018 and ends December 31, 2018. The contract is a total not-to-exceed fee of \$62,000.00, including \$2,000 in reimbursable expenses. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with Guidepost Solutions LLC – Door Access Control District-wide as presented.

Fiscal Impact:	\$62,000	Board Date: June 11, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 6/11/18**

Project: Door Access Control

Site: District-wide

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Consultants: **Guidepost Solutions LLC**

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Type of Service: District-wide Access Control and Hardware

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$60,000.00	\$2,000.00	6/12/2018		12/31/2018
<b>Total Agreement Amount</b>	<b>\$62,000.00</b>				

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**AGREEMENT NO: 0285.00/ DESCRIPTION:**

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This agreement #0285.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$62,000.00**

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

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Amendment to Agreement with Dovetail Decision Consultants, Inc. - Furniture and Equipment Consulting Services for the Science Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement for additional furniture and equipment (F&E) consulting services. On July 17, 2017 the Board of Trustees approved an agreement with Dovetail Decision Consultants, Inc. for F&E consulting services for the new Science Center at Santa Ana College. The District is in need of a consultant specializing in furniture and equipment design services to assist the District in proper selection of the furniture and equipment for each space designed as part of the Science Center, including non-laboratory spaces and laboratory classrooms to ensure each space will be equipped and functioning according to the designated use of that space. These services include furniture programming, product development, furniture space planning/documentation, design coordination, and installation/field coordination. The additional scope of services is needed to assist the District in creating a detailed bid document which outlines specific requirements for furniture products as well as labor installation requirements for the Science Center project. To see original agreement, please [click here](#).

**ANALYSIS:**

The amendment is to increase the contract by \$16,350. The revised total contract amount is \$173,080. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Measure Q.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the agreement with Dovetail Decision Consultants, Inc. - Furniture and Equipment Consulting Services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	\$16,350	Board Date: June 11, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 6/11/18**

Project: Science Center

Site: **Santa Ana College**

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Consultants: **Dovetail Decision Consultants, Inc.**

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Type of Service: Furniture and Equipment Consulting Services

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Agreement Summary	Amount	Reimbursables	Start	Duration	
				End	
Original Contract Amount	\$154,230.00	\$2,500.00	7/18/2017		12/31/2020
Amendment #1	\$16,350.00				12/31/2020
<b>Total Agreement Amount</b>	<b>\$173,080.00</b>				

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**AGREEMENT NO. 0234.00/DESCRIPTION:**

Amendment #1 for additional furniture and equipment consulting services.

This agreement #0234.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$16,350.00**

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**Contract End Date:** **12/31/2020**

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**FIRST AMENDMENT TO CONSULTANT AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this 12<sup>th</sup> day of **June** in the year **2018**, between **DOVETAIL DECISION CONSULTANTS, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0234.00 entered into on July 17, 2017 to provide Furniture and Equipment Design Services for the Science Center at Santa Ana College for the Rancho Santiago Community College District. Please amend the AGREEMENT to include the following:
  - 1. By adding additional project scope per the attached Exhibit A; and
  - 2. By increasing the AGREEMENT amount by SIXTEEN THOUSAND THREE HUNDRED FIFTY DOLLARS ONLY (\$16,350) from ONE HUNDRED FIFTY THOUSAND SEVEN HUNDRED THIRTY DOLLARS ONLY (\$156,730), for a total AGREEMENT amount of ONE HUNDRED SEVENTY-THREE THOUSAND EIGHTY DOLLARS ONLY (\$173,080).
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0234.00, effective July 18, 2017, shall remain in full force and effect.

**DOVETAIL DECISION CONSULTANTS,  
INC.**

**RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Peter J. Hardash

Title \_\_\_\_\_

Vice Chancellor, Business Operations and Fiscal Services

Date \_\_\_\_\_

Date \_\_\_\_\_

COPIES TO:

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facilities Planning, District Construction and Support Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Interim Director of Purchasing

**EXHIBIT "A"**

A. Project Scope:

The following items of additional scope are included in this Amendment:

Develop a bid document detailing the specific requirements for furniture products required for Science Project, and combine with requirements provided by third party for Johnson Center project, to create a complete bidding document that includes labor requirements defined in Project Labor Agreement. Review and confirm Purchasing Department documentation to solicit vendor responses. Facilitate user evaluation process of up to three (3) vendor's recommendations.

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Amendment to Agreement with PAL id Studio, Inc. - Furniture and Equipment Design Services for the Johnson Student Center, Johnson Relocation to Temporary Village and Building J Relocation Projects at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement for additional furniture and equipment (F&E) design services and for extension of time. On May 11, 2015 the Board of Trustees approved an agreement with PAL id Studio, Inc. for F&E design services related to the Johnson Student Center Project, Johnson Relocation to Temporary Village Project, and Building J Relocation Project at Santa Ana College. The District is in need of a consultant specializing in furniture and equipment design services to assist the District in proper selection of the furniture and equipment for each space designed to ensure programmatic needs are adequately addressed. Additional scope of services includes more meetings for user groups due to furniture layout changes within program spaces, assisting the District to create a comprehensive furniture, furnishing and equipment bid list and inventory that also outlines labor and installation requirements. Moving forward, this project will be known as Furniture and Equipment Design Services for Johnson Student Center since Johnson Relocation to Temporary Village and Building J Relocation Projects have been completed. To see original agreement, please [click here](#).

**ANALYSIS:**

The services covered by this agreement commenced on May 12, 2015 and the new end date has been revised from December 31, 2019 to December 31, 2021. The amendment is to increase the contract by \$68,250. The revised total contract amount is \$180,250. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Measure Q.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the agreement with PAL id Studio, Inc. - Furniture and Equipment Design Services for the Johnson Student Center at Santa Ana College as presented.

Fiscal Impact:	\$68,250	Board Date: June 11, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 6/11/18**

Project: Johnson Student Center, Johnson Relocation to  
Temporary Village and Building J Relocation Projects

Site: **Santa Ana College**

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Consultants: **PAL id Studio, Inc**

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Type of Service: Furniture and Equipment Design Services

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Agreement Summary	Amount	Reimbursables	Start	Duration	
					End
Original Contract Amount	\$110,500.00	\$1,500.00	5/12/2015		12/31/2019
Amendment #1	\$68,250.00				12/31/2021
<b>Total Agreement Amount</b>	<b>\$180,250.00</b>				

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**AGREEMENT NO: 0115.00/ DESCRIPTION:**

Amendment #1 for additional furniture and equipment design services and to extend time.

This agreement #0115.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$68,250.00**

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**Contract End Date:** **12/31/2021**

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**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **12th** day of **JUNE** in the year **2018**, between **PAL ID STUDIO, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0115.00 entered into on May 11, 2015 to provide FURNITURE AND EQUIPMENT DESIGN SERVICES FOR JOHNSON STUDENT CENTER, JOHNSON RELOCATION TO TEMPORARY VILLAGE AND BUILDING J RELOCATION PROJECTS AT SANTA ANA COLLEGE. Please amend the AGREEMENT to include the following:
  - 1. By adding additional scope per the attached Exhibit A; and
  - 2. By renaming this agreement to FURNITURE AND EQUIPMENT DESIGN SERVICES FOR JOHNSON STUDENT CENTER; and
  - 3. By increasing the AGREEMENT amount by SIXTY EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS ONLY (\$68,250) from ONE HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS (\$112,000), for a total AGREEMENT amount of ONE HUNDRED EIGHTY THOUSAND TWO HUNDRED FIFTY DOLLARS ONLY (\$180,250); and
  - 4. By extending the contract completion date from June 30, 2019 to be through December 31, 2021.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0115.00, effective May 12, 2015, shall remain in full force and effect.

**PAL ID STUDIO, INC.**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Peter J. Hardash

Title \_\_\_\_\_

Vice Chancellor, Business Operations and Fiscal Services

Date \_\_\_\_\_

Date \_\_\_\_\_

Agreement No. 0115.01  
Board Approval: June 11, 2018  
Purchase Order: 15-P0036118

COPIES TO:

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facilities Planning, District Construction and Support  
Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Interim Director of Purchasing

## **EXHIBIT "A"**

### **A. Project Scope**

#### Phase I: Bid Preparation Phase:

1. Pre-meeting with the Purchasing Department and Project Management to establish Bid guidelines and review/approval process.
2. Obtain regulation guideline from The District Legal Department, prior to commencement of Bid draft.
3. Compile a Bid schedule, outlining milestone deliverables, progress review, comments, and approval.
4. Compile Bid Package outline, identifying the "Basis of Design," product specifications, technical performance specifications, drawings, materials and finishes, and installation guidelines.
5. Obtain confirmation from the District in regards to furniture mock-up requirements (if any).
6. Compile draft copy for criteria for award.
7. Compile the first draft of the Bid Package for review and approval.
8. Estimated 3 meetings in this Phase.

#### Phase II: Bid Documentation Phase:

1. Compilation of the Bid Package to include, but not limited the following information:
  - Bid outline
  - Project description
  - Bid submittal guidelines
  - Bid qualification guidelines
  - Bid schedule
  - Furniture "Basis of Design" or "Equal To"
  - Furniture performance specifications
  - Furniture technical specifications
  - Furniture standard outline (reason for standard deviations)
  - Ergonomic requirement outline
  - Materials and finishes outline
  - Furniture layout drawings
  - Electrical, Data, and A/V drawings (for references)
  - Delivery and installation guidelines
  - Evaluation score guidelines and criteria for award
2. Submit 100% Bid package completion to The District for review and comments.
3. Implement revisions, per The District redlines and comments.
4. Submit the final 100% Bid package (electronic files) to The District for issuance.
5. Estimated for approximately 4 meetings during this phase.

#### Phase III: Bid Issuance Phase:

1. Prepare documentation and issue any Bid Bulletins, as necessary.
2. Be available to assist The District, as necessary.
3. Respond to all Bid RFI inquiries.

4. Be available for the Bid Opening, as required by The District.
5. Compile furniture evaluation criteria and scoring guidelines.
6. Document the committee evaluation discussions.
7. Justify reasoning for award, for District records.
8. Estimated for approximately 5 meetings during this phase.

**Phase IV: Bid Evaluation and Award Phase**

1. Review the furniture mock-up's (if any) and establish scoring criteria.
2. Review all Bid submittals to ensure that all requirements, guidelines, and standards are met.
3. Compile an evaluation summary of preliminary Bid assessments to be presented to the furniture committee.
4. Coordinate and conduct Bid review meeting with the furniture committee.
5. Compile a justification summary in support of the award for the District records.
6. Assist with the Board write up for reasons to award.
7. Estimated for approximately 4 meetings during this phase.

**Task V: Additional F&E Scope**

The additional FF&E scope of services encompass the following area revisions and additional meetings required for the coordination and implementation of the changes:

1. Lobby
2. Office orientation re-space planning
3. Financial Aid re-space planning
4. Student Financial Services
5. DSPS
6. The Health Center
7. Conference Center
8. Warehouse reprographics and Graphic Design
9. Implementation of the Guardian Center
10. Additional coordination with Architects, Engineers and Consultants required for the implementation of the revisions for the above listed areas
11. Additional meetings required for information coordination and implementation for the above listed revised areas.

**B. Compensation/Fee Schedule**

Phase I Bid Preparation Phase	\$6,750
Phase II Bid Documentation Phase	\$22,750
Phase III Bid Issuance Phase	\$8,500
Phase IV Bid Evaluation and Award Phase	\$10,500
Task V Additional F&E Scope	\$19,750
<b>TOTAL</b>	<b>\$ 68,250</b>

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Change Order #1 – Agreement for Energy Conservation Services with McCarthy Building Companies, Inc. for the new Central Plant Building, Infrastructure and Mechanical Building Upgrades at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On September 28, 2015, the Board of Trustees approved an agreement for energy conservation services with McCarthy Building Companies, Inc. for the new Central Plant Building Project at Santa Ana College. Santa Ana College had approximately 614,000 gross square footage (GSF) of campus buildings that were not connected to a central chilled water system and operated on standalone HVAC systems. The Central Plant project converted seven of the buildings, approximately 250,000 GSF, to a centralized chilled water system with thermal energy storage (TES), which improves the campus energy efficiency by replacing the air-cooled package units and air-cooled chillers with centralized water-cooled chillers, which will not only improve the energy efficiency of the system, but will reduce the campus peak electrical demand by shifting it to off-peak periods. The central plant and ice TES system consists of two 600 ton water cooled chillers, glycol pumps, chilled water/glycol heat exchanger, site distribution pumps and cooling tower, condenser water pumps, distribution piping and connection of the seven buildings with provisions in the underground piping system to allow for future expansion to other buildings as funding becomes available. A new dedicated building and mechanical yard was constructed for the central plant. In addition, the project included a new electrical building, 4160 volt electrical upgrades, new utilities, and HVAC mechanical upgrades for seven buildings. The project was substantially completed on January 5, 2018.

**ANALYSIS:**

Change Order #1 decreases the contract amount by \$1,172,021.95 which is a credit back to the District for unused contingencies and allowances. The contract amount has been decreased from \$52,857,109.00 to \$51,685,087.05. Pursuant to Board Policy and Administrative Regulation 6600, it is recommended that the Board of Trustees approve the change order.

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

This project was funded by Measure Q and Utility Incentives.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1 – Agreement for Energy Conservation Services with McCarthy Building Companies, Inc. for the new Central Plant Building Project at Santa Ana College as presented.

Fiscal Impact:	\$1,172,021.95 Credit	Board Date: June 11, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Board Date: June 11, 2018  
 Project/Bid No. 3042  
 Site: Santa Ana College  
 Change Order (CO) No. : 1

Project Name: Central Plant at Santa Ana College  
 Contractor: McCarthy Building Companies, Inc.  
 Contract #: 16-P0038102

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Governmental Delay and Inclement Weather Allowance - Days applied to project Schedule	New Revised Completion Date
10/12/15	760	11/10/17	0	37	1/5/2018

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$52,857,109.00	
Previous Change Orders	0	\$0.00	0.0%
<b>This Change Order</b>	<b>0</b>	<b>-\$1,172,021.95</b>	<b>-2.2%</b>
<b>Total Change Order (s)</b>		<b>-\$1,172,021.95</b>	<b>-2.2%</b>
<b>Revised Contract Amount</b>		<b>\$51,685,087.05</b>	

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Deductive change order for unused contingencies and allowances Per ICD-251.	Owner	5		(\$1,172,021.95)	\$0.00	(\$1,172,021.95)
2	A total of thirty seven (37) days were applied for Inclement Weather between October 12, 2015 and November 10, 2017. These allocated days were applied to the project and thus moved the substantial completion date to January 5, 2018. This date is reflected in this Change Order under the heading "Governmental Delay and Inclement Weather Allowance - Days applied to project Schedule". No additional days were granted via change orders and these days were listed as an allowance of the ESA dated September 18, 2015. ESA section 3.7.6, 9.2.1 & 9.2.2 agrees to hold a Governmental and Inclement Weather allowance for 106 days. Fifty (50) days were allocated for Inclement Weather and fifty-six (56) days were allocated for Governmental delay.	Owner	5				\$0.00
Subtotal					(\$1,172,021.95)	\$0.00	(\$1,172,021.95)
Grand Total							(\$1,172,021.95)

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

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Ratification of Agreement with 3QC, Inc. – Commissioning Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College	
Action:	Request for Ratification	

**BACKGROUND:**

This is a new agreement for commissioning consulting services for the Russell Hall Replacement (Health Sciences Building) project at Santa Ana College. The Russell Hall Replacement project is a state funded project with restrictive deadlines. The District is in need of an independent commissioning consultant to provide commissioning services for building envelope, and major mechanical, electrical and plumbing systems. The commissioning consultant will participate in the review of the owner’s project requirements, review the basis of design, provide design review, prepare a commissioning plan, oversee systems installation, perform system functional testing, prepare final commissioning report, prepare systems manual, oversee user documentation and training, and provide seasonal testing and trend analysis. The commissioning consultant will also oversee and commission the integration of low voltage systems such as the building automation system, data and network system, security and access control system, fire alarm system, and kitchen hood systems, and audio and visual system. Commissioning services are required under Title 24 Building Energy Efficiency Standards, Subsection 120.8 for all new buildings and major building renovations to verify that the building’s energy systems and components meet the owner’s project requirements and the energy efficient standards as outlined in the design.

The state schedule required starting the consultant work prior to Board approval to meet timelines associated with the design development plan submittal to the State Chancellor’s Office. Therefore, this agreement is a ratification of approval, and it is recommended that the District enter into an agreement with 3QC, Inc. for the Russell Hall Replacement (Health Sciences Building) at Santa Ana College.

**ANALYSIS:**

A Request for Proposal (RFP) #1718-209 for commissioning consulting services for the Russell Hall Replacement (Health Sciences Building) project at Santa Ana College was solicited April 20, 2018 to all six pre-qualified firms with a due date of May 7, 2018. The District received three proposals including 3QC, Inc. (Pasadena), Farnsworth Group (Claremont) and Sindoni Consulting & Management Services, Inc. (Newport Beach). A screening panel convened on May 8, 2018 to review the proposals. The panel interviewed 3QC, Inc., Farnsworth Group, and Sindoni Consulting & Management Services, Inc. on May 14, 2018. The panel reviewed the



timeliness and completeness of responses; technical qualifications and competence; record of past performance; approach to work; ability to meet the anticipated schedule; and the ability to resource the project appropriately with cost control measures. After thorough review, the panel recommends 3QC, Inc. by consensus based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, reference checks, approach to the project, fee, schedule, knowledge, experience, and ability to meet the anticipated schedule.

The services covered by this agreement commenced on May 21, 2018 and ends June 30, 2022. The agreement is a not to exceed fee of \$95,000.00, which includes \$5,000 in reimbursable expenses. The District has reviewed the fee and finds it reasonable and within industry standards.

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

**RECOMMENDATION:**

It is recommended that the Board of Trustees ratify the agreement with 3QC, Inc. - Commissioning Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College as presented.

Fiscal Impact:	\$95,000 (includes reimbursables)	Board Date: June 11, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 06/11/18**

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

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**Consultants: 3QC, Inc.**

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Type of Service: Commissioning Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b> <b>End</b>
Original Contract Amount	\$90,000.00	\$5,000.00	5/21/2018	6/30/2022
<b>Total Agreement Amount</b>	<b>\$95,000.00</b>			

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**AGREEMENT NO: 0283.00/ DESCRIPTION:**

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This agreement #0283.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$95,000.00**

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**Contract End Date:** **6/30/2022**

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Accept the Completion of the New Central Plant Building, Infrastructure and Mechanical Building Upgrades at Santa Ana College and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

**BACKGROUND:**

On September 28, 2015, the Board of Trustees approved an agreement for energy conservation services with McCarthy Building Companies, Inc. for the New Central Plant Building, Infrastructure and Mechanical Building Upgrades at Santa Ana College. The project was substantially completed on January 5, 2018

**ANALYSIS:**

The District, upon approval by the Board of Trustees may record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$51,685,087.05.

This project was funded by Measure Q and Utility Incentives.

**RECOMMENDATION:**

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

Fiscal Impact:	N/A	Board Date: June 11, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

**AND WHEN RECORDED MAIL TO:**

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**NO FEES CHARGED PER GOVERNMENT CODE §27383**

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

## **NOTICE OF COMPLETION**

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located 1530 West 17th Street, Santa Ana, caused improvements to be made to the property to with: the new Central Plant Building, Infrastructure and Mechanical Building Upgrades at Santa Ana College, the contract for the doing of which was heretofore entered into on the 28th day of September, 2015, which contract was made with McCarthy Building Companies, Inc. PO 16-P0038102 as contractor; that said improvements were completed on the 5th day of January, 2018 and accepted by formal action of the governing Board of said District on the 11th day of June, 2018; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Travelers Casualty and Surety of America and Federal Insurance Company.

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

Executed on \_\_\_\_\_, 2018 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by \_\_\_\_\_

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

State of California  
County of Orange

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

Notary Signature \_\_\_\_\_ (Seal)

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Board Meeting: June 11, 2018

INDEPENDENT CONTRACTORS

Growth Sector, Inc.

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Attachment C - Biography

Service: To provide support services to meet the outcomes of the Santa Ana Tech Grant objectives by establishing and implementing recruitment processes and participant services, monitor academic progress, develop academic improvement plans, design and conduct evaluations to improve effectiveness, and coordinate and conduct program orientation, career workshops, panels, field trips and job skills trainings.

Date(s) of Service: July 1, 2018 through December 31, 2018

Fee: \$36,000

Requested by: Madeline Grant

Funded by: Engineering  
12-2219-649000-15150-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 11th of June, 2018 by and between Growth Sector, Inc herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

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

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

**TO PROVIDE SUPPORT SERVICES TO MEET THE OUTCOMES OF THE SANTA ANA TECH GRANT OBJECTIVES BY ESTABLISHING AND IMPLEMENTING RECRUITMENT PROCESSES AND PARTICIPANT SERVICES, MONITOR ACADEMIC PROGRESS, DEVELOP ACADEMIC IMPROVEMENT PLANS, DESIGN AND CONDUCT EVALUATIONS TO IMPROVE EFFECTIVENESS, AND COORDINATE AND CONDUCT PROGRAM ORIENTATION, CAREER WORKSHOPS, PANELS, FIELD TRIPS AND JOB SKILLS TRAININGS PER THE SUBMITTED SCOPE OF WORK.**

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

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services not to exceed Thirty Six Thousand Dollars & No Cents (\$36,000.00).

The contracted services are to commenced on or about July 1, 2018 and completed on or about, but not later than December 31, 2018.

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

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

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

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

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

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

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

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

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO  
COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Peter J. Hardash  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Vice Chancellor of Business  
Operations/Fiscal Services  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Scope of Work Activities to be Completed

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- GSI will provide support services as required to meet the outcomes of the SATech Grant Objectives.
- Maintain a caseload of 120 active students and direct the planning and implementation of appropriate activities to meet program objectives.
- Support SAC Engineering pathways within Engineering department based on student needs/goals including Engineering Technologies
- Establish and implement recruitment process and participant services such as tutoring, mentoring, retention services and assessment.
- Recruitment, hiring, training, scheduling, assigning, supervising, and coordinating the work of part-time supplemental Instruction leaders and track SI student attendance.
- Identify tutors, schedule tutoring sessions and track student attendance.
- Interact with program faculty to track students' grade progress regularly throughout semester.
- Attend program accelerated classes to interact with students & instructors
- Coordinate and conduct program outreach, recruitment for student cohorts, orientations, career workshops and panels, field trips and job skills trainings.
- Conduct monthly individual sessions to record academic progress, and establish personal and academic goals.
- Develop individualized academic improvement plans for students who performed poorly in classes and refer them to campus and community resources.
- Design and conduct evaluation to improve effectiveness of events and programming.
- Work with students to ensure retention, successful graduation with AS degree and/or transfer to an Engineering program at a University of California or a California State University.
- Collect and maintain statistical information and other data related to potential and enrolled students and the number of students served;
- Collaborate with related Santa Ana College programs and student organizations (MESA, SWE, Engineering Club, SHPE), to offer programs, trips, conference etc.
- Coordinate and conduct program orientation, career workshops, panels, field trips and job skills trainings.
- Inform and coach students through their internship applications including resume workshops, critiques/edits and interview preparations
- Utilizing their industry expertise and experience, GSI will facilitate the following with their key partners NASA Dryden, NASA JPL, SWIFT Engineering, Republic Services, Viewsonic, etc:
  - Workshops
  - Field trips
  - Internships for students.
- Make oral presentations to students, parents, counselors, and professional colleagues at various gatherings; conduct workshops to provide specialized information regarding programs
- Create marketing materials including program newsletters outlining program updates, as well as a promotional video to outline students' academic/personal journey

### Collaboration/STEM Core Expansion

- Collaborate with SAC sister colleges and regional STEM Core program partners to coordinate recruitment, participant services and expansion initiatives



- Stay connected to OCDE & Santa Ana Unified School District staff in order to create a pipeline from high school to college to increase STEM Core recruitment
- Create and maintain regional STEM Core partnerships including employer relations, grant coordination/implementation,
- Partnership development for further grant opportunities involving Santa Ana College with California community colleges, Universities, employers, WIB
- Develop and implement college credit summer program w/ OCDE rising juniors and seniors and connect students with STEM Core programs at Santa Ana College and UCI

## Attachment "C"

### Growth Sector, Inc. Director Biographies

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**David Gruber, Director** has developed and implemented career pathways in the bio-tech, energy, utility, education and engineering sectors. David is currently directing Growth Sector efforts in the statewide Accelerated Math Gateway and STEM Teacher Pathway. Prior to founding Growth Sector, Mr. Gruber served as an advisor to Genentech, Manpower, Pacific Gas and Electric, Public Private Ventures, the Annie E. Casey Foundation, the Mott Foundation, Jobs for the Future, MDRC, the Packard Foundation, the states of Pennsylvania, Delaware, and Missouri and a large number of communities in creating more effective workforce and education strategies. Mr. Gruber also co-founded the Workforce Strategy Center, and is an author of Generations of Challenge published by the Sar Levitan Center at Johns Hopkins University. Mr. Gruber received the 2011 International Association of Workforce Professionals Individual Recognition award for his work in California.

**Caz Pereira, Director** has developed and implemented career pathways in the bio-tech, energy, utility and engineering sectors, and is currently directing Growth Sector efforts in the Orange County Bridge to Engineering. Prior to founding Growth Sector, Caz co-founded Gruber and Pereira Associates, to assist cities and states in planning and managing workforce and economic development initiatives. From 2004 - 2006, while with Gruber & Pereira, Caz, in partnership with Alameda County WIB, helped develop and implement the Department of Labor High Growth High Wage Biotech Regional Initiative. He was successful in generating support from industry leaders to support this public private venture. Prior to GPA, Caz worked with Workforce Strategy Center as Senior Consultant where he coordinated and developed customized training programs in information technology and biotechnology with public workforce agencies, private firms and national and California foundations. Caz also served as Vice President for Training and Employment for San Francisco Works, a partnership with the San Francisco Chamber of Commerce. In this role, Caz developed public and private workforce partnerships focused on customized training programs to prepare low income and dislocated individuals for employment.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Board Meeting: June 11, 2018

INDEPENDENT CONTRACTORS

Veronica Neal

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Attachment C - Biography

Service: To provide assistance with developing an equity core team training for Santiago Canyon College team leads, including establishing what the team looks like and assisting with the development of a unique model.

Date(s) of Service: June 15, 2018 through August 17, 2018

Fee: \$26,000

Requested by: Joseph Alonzo

Funded by: Student Equity  
12-2549-649000-29365-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 11th of June, 2018 by and between Veronica Neal herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

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

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

**TO PROVIDE ASSISTANCE WITH DEVELOPING AN EQUITY CORE TEAM TRAINING FOR SANTIAGO CANYON COLLEGE TEAM LEADS, INCLUDING ESTABLISHING WHAT THE TEAM LOOKS LIKE AND ASSISTING WITH THE DEVELOPMENT OF A UNIQUE MODEL PER THE SUBMITTED COST PROPOSAL.**

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

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services not to exceed Twenty Six Thousand Dollars & No Cents (\$26,000.00).

The contracted services are to commenced on or about June 15, 2018 and completed on or about, but not later than August 17, 2018.

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

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

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

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

**Attachment "A"**

**PO# 18-P00**

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

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

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

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

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO  
COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Peter J. Hardash  
Printed Name

\_\_\_\_\_  
Title

Vice Chancellor of Business  
Operations/Fiscal Services  
Title

\_\_\_\_\_  
Address City/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment "B"**

**COST PROPOSAL FOR VERONICA NEAL**

**Date of Service:** JUNE 15, 2018 – AUGUST 17, 2018

**Services Provided:** Assistance with developing equity core team training for SCC team leads, and also establishing what the team looks like at other institutions, to assist with the development of a unique model SCC; thus, how to develop an equity core team program design, support, and implementation.

<b>Date</b>	<b>Task</b>	<b>Cost</b>
June 15	ECT Full Day Workshop	\$4,000
June 22	Equity by Design Virtual Cohort Deeper-Dive Session & Trust & Community Building Virtual Workshop	\$4,500
June 29	Cultural Humility Full Day Workshop	\$4,500
July 6	Ally Building Skills Building & Call-in Culture Full Day Workshop	\$4,000
July 13	Putting Skills In Action Retreat	\$5,000
July 20	Creating a Call In Culture & NVC Integration: Deeper Dive	\$3,500
August 17	Tentative Reschedule Date	-0-
Travel	Parking, flight, hotel, shuttle	\$2,000
	Less Discount	\$1,500
	<b>TOTAL</b>	<b>\$26,000</b>

**Payment:** Upon receipt of invoice.

## **Attachment “C”**

### **Biography**

Dr. Veronica Neal is an organizational equity and cultural humility specialist with over two decades of experience as diversity and social justice educator, trainer, coach and consultant. She is a certified diversity professional, integral coach and workplace conflict mediator.

Veronica’s consulting work guides and enlightens leaders in education, health care, business, and non-profit organizations as well as participants in community-based organizations.

She brings to her management, teaching and consulting practice the theories of justice-based leadership and multicultural education from her graduate studies as well as her practical experience managing projects and programs and directing a nonprofit organization. Her focus is on cultural humility across the lifespan and as a spiritual practice, equity change management, unconscious bias and oppression transformation, and attitudinal healing.

In addition to an active consulting schedule Veronica currently serves as the director of Equity, Social Justice, and Multicultural Education at De Anza College and teaches at both De Anza College and California State University at San Francisco.

Veronica continues her research and college teaching while also coaching educational leaders and community activists to bring out the best in themselves and their teams through equity and cultural humility initiatives.

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Legal Services Agreement – Bergman Dacey Goldsmith, PLC	
Action:	Request for Approval	

**BACKGROUND**

The District utilizes a number of law firms for specialized legal services. The law firm of Bergman Dacey Goldsmith, PLC is a civil litigation firm with an emphasis on construction and real estate matters and has offices in Los Angeles and Orange Counties.

**ANALYSIS**

Hourly rates for Bergman Dacey Goldsmith, PLC range from \$250 per hour for shareholders or of counsel; \$220 for associates and \$150 for paralegals. Word processing, clerical and staff overtime, telephone and facsimile charges, outside costs such as deposition fees, experts, messengers, copying projects, mileage, travel, etc. are charged at actual invoiced cost.

This agreement has been reviewed and approved by Ruben Smith, Esq., General Counsel to the Board of Trustees of Rancho Santiago Community College District and recommended for approval.

The term of this agreement is from July 1, 2018 through June 30, 2020.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Bergman Dacey Goldsmith, PLC as presented.

Fiscal Impact:	Based upon utilization	Board Date: June 11, 2018
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



# Rancho Santiago Community College District

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2018, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and BERGMAN DACEY GOLDSMITH, PLC (the "FIRM").

### RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### **1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin July 1, 2018 and shall continue thereafter until June 30, 2020 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### **2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide legal service and representation as may be requested by the DISTRICT. The FIRM shall represent the DISTRICT in providing legal advice and representation in preventive risk counseling, negotiations, mediations, arbitrations, litigation, related to construction contracting and construction related contracting matters regarding the DISTRICT's building program(s) and/or construction projects, and as otherwise requested by DISTRICT.

#### **3. THE FIRM'S SERVICES AND RESPONSIBILITIES:**

- a. **Supervising Attorney: The FIRM appoints John P. Dacey, Esq. as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the DISTRICT**

**and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.**

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work. .
- e. Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
  - i.** If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

**"5. Gift** shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations *with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.*”

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

#### 4. THE DISTRICT'S RESPONSIBILITIES:

- a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

#### 5. COMPENSATION:

- a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
  - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

**b. Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

**c. Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

**7. DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:  
Dr. Raúl Rodriguez  
Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: rodriguez\_raul@rscgd.edu

To the FIRM:  
Bergman Dacey Goldsmith, PLC  
10880 Wilshire Blvd., Suite 900  
Los Angeles, CA 90024  
EMAIL: jdacey@bdgfirm.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.
11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given

written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
  - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
  - ii. The above insurance must be provided or written on an occurrence basis.
- b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
- d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

**12. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

**13. GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.

**14. ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation,

modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

- 15. WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

**[Signatures to follow on the next page]**



**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS SET FORTH HEREINABOVE:

**Bergman Dacey Goldsmith, PLC**



By:  
Name: John P. Dacey, Esq.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

Approved as to Form:

**AlvaradoSmith, a  
Professional Law Corporation**

By: \_\_\_\_\_  
Name: Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
DISTRICT BILLING REQUIREMENTS

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Approval and Payment**

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed.

The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

### **C. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to

work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

### **D. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated

copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **E. Travel**

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

#### **F. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items:

(1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get

up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<b>Hourly Rates</b> <b>(Billed at .10 minute increments)</b>	
SHAREHOLDER/ OF COUNSEL	\$250/hr
ASSOCIATES	\$220/hr
PARALEGAL	\$150/hr

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Legal Services Agreement – Atkinson, Andelson, Loya, Rudd & Romo	
Action:	Request for Approval	

**BACKGROUND**

The District utilizes a number of law firms for specialized legal services. The law firm of Atkinson, Andelson, Loya, Rudd & Romo (AALRR) specializes in the representation of both private and public sector clients, with emphasis in the areas of employment, labor, construction, education, real estate, general business and business litigation, corporate, taxation, bankruptcy and immigration. AALRR has offices throughout the state including in Orange County.

**ANALYSIS**

Hourly rates for AALRR range from \$300 per hour for senior partners; \$285 for partners/senior counsel; \$275 for senior associates and \$265 for associates. Word processing, clerical and staff overtime, telephone and facsimile charges, outside costs such as deposition fees, experts, messengers, copying projects, mileage, travel, etc. are charged at actual invoiced cost.

This agreement has been reviewed and approved by Ruben Smith, Esq., General Counsel to the Board of Trustees of Rancho Santiago Community College District and recommended for approval.

The term of this agreement is from July 1, 2018 through June 30, 2020.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Atkinson, Andelson, Loya, Rudd & Romo as presented.

Fiscal Impact:	Based upon utilization	Board Date: June 11, 2018
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Rancho Santiago Community College District

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of August 1, 2016, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ATKINSON, ANDELSON, LOYA, RUDD & ROMO, a Professional Law Corporation (the "FIRM").

### RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### **1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin on July 1, 2018 and shall continue thereafter until **June 30, 2020** unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### **2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT..

#### **3. THE FIRM'S SERVICES AND RESPONSIBILITIES:**

- a. **Supervising Attorney: The FIRM appoints Warren S. Kinsler, Esq. as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the DISTRICT**

and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.

- b. **Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. **Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work. .
- e. **Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
  - i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. **Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

“5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:



*a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.”*

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

**4. THE DISTRICT'S RESPONSIBILITIES:**

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

**5. COMPENSATION:**

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).
- g. The District acknowledges that from time to time the Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, the Law firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Chancellor or designee authority to consent to joint representation in the circumstances described in this paragraph.

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
  - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

- b. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- c. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:  
Dr. Raúl Rodríguez  
Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: rodriguez\_raul@rsccd.edu

To **the FIRM:**  
Warren S. Kinsler  
Mark T. Palin  
Atkinson, Andelson, Loya, Rudd & Romo  
12800 Center Court Drive, Suite 300  
Cerritos, CA 90703  
Email: wkinsler@aalrr.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services

relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.

- 10. INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.
- 11. INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

  - a. Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

    - i. Comprehensive General Liability insurance** endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
    - ii. The above insurance must be provided or written on an occurrence basis.**
  - b. Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
  - c. Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
  - d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this**

AGREEMENT.

12. **INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.
13. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

**[Signatures to follow on the next page]**

**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS SET FORTH HEREINABOVE:

**ATKINSON, ANDELSON, LOYA, RUDD & ROMO,  
a Professional Law Corporation**

By: \_\_\_\_\_  
Warren S. Kinsler, Esq.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

Approved as to Form:

**AlvaradoSmith, a  
Professional Law Corporation**

By: \_\_\_\_\_  
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
DISTRICT BILLING REQUIREMENTS

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Approval and Payment**

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual

time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls



must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

### **C. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal

doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

### **D. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The

DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **E. Travel**

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from

home to office or vice versa, if appropriate.

#### **F. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction

(e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g.,

Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

**ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES  
HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<p><b>Hourly Rates</b> <b>(Billed at .10 minute increments)</b></p>
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Senior Partners	\$300.00
Partners/ Senior Counsel	\$285.00
Senior Associates	\$275.00
Associates	\$265.00
Electronic Technology Litigation Specialist	\$265.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$175.00
Paralegals/Legal Assistants	\$155.00

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

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

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Legal Services Agreement – Orbach Huff Suarez + Henderson, LLP	
Action:	Request for Approval	

**BACKGROUND**

The District utilizes a number of law firms for specialized legal services. The law firm of Orbach Huff Suarez + Henderson, LLP specializes in the representation of public agencies in the planning, implementation and finalization of modernization, and ground-up construction programs and is based out of Los Angeles county.

**ANALYSIS**

Hourly rates for Orbach Huff Suarez + Henderson, LLP range from \$260 per hour for partners/of counsel; \$245 for senior associates and \$235 for associates. Word processing, clerical and staff overtime, telephone and facsimile charges, outside costs such as deposition fees, experts, messengers, copying projects, mileage, travel, etc. are charged at actual invoiced cost.

This agreement has been reviewed and approved by Ruben Smith, Esq., General Counsel to the Board of Trustees of Rancho Santiago Community College District and recommended for approval.

The term of this agreement is from July 1, 2018 through June 30, 2020.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Orbach Huff Suarez + Henderson, LLP as presented.

Fiscal Impact:	Based upon utilization	Board Date: June 11, 2018
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Rancho Santiago Community College District

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2018, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ORBACH HUFF SUAREZ HENDERSON Limited Liability Partnership (the "FIRM").

### RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### **1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin July 1, 2018 and shall continue thereafter until June 30, 2020 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### **2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide legal service and representation as may be requested by the DISTRICT. The FIRM shall represent the DISTRICT in providing legal advice and representation in preventive risk counseling, negotiations, mediations, arbitrations, litigation, related to construction contracting and construction related contracting matters regarding the DISTRICT's building program(s) and/or construction projects, and as otherwise requested by DISTRICT, and as to any other facilities or business related matters.

#### **3. THE FIRM'S SERVICES AND RESPONSIBILITIES:**

- a. **Supervising Attorney:** The FIRM appoints Philip J. Henderson, Esq. as the "Supervising Attorney" for work performed for the DISTRICT under this

**AGREEMENT.** Any changes in this designation shall be promptly communicated in writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.

- b. **Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. **Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work.
- e. **Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
  - i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. **Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

“5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

*a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.”*

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

**4. THE DISTRICT'S RESPONSIBILITIES:**

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

**5. COMPENSATION:**

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or

modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.



- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

- b. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

- c. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to,

Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:  
Dr. Raúl Rodriguez  
Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: rodriguez\_raul@rsccd.edu

To the FIRM:  
Orbach Huff Suarez + Henderson LLP  
1901 Avenue of the Stars, Suite 575  
Los Angeles, CA 90067  
Email: phenderson@ohshlaw.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit,

loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.

**11. INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
  - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
  - ii. The above insurance must be provided or written on an occurrence basis.
- b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
- d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

**12. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the

FIRM for injuries arising from services performed under this AGREEMENT.

13. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS SET FORTH HEREINABOVE:

**ORBACH HUFF SUAREZ + HENDERSON LLP**

By:   
Philip J. Henderson, Esq.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

Approved as to Form:

**AlvaradoSmith, a  
Professional Law Corporation**

By: \_\_\_\_\_  
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
DISTRICT BILLING REQUIREMENTS

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Approval and Payment**

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed.

The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

### **C. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to

work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

### **D. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated

copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **E. Travel**

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

#### **F. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items:

- (1) Local telephone calls and all cellular phone charges;
- (2) Per-page fax charges;
- (3) Routine postage, such as U.S. Postal Service rates for letters;
- (4) File opening, file organization, or other administrative charges;
- (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained;
- (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case);
- (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable;
- (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills);
- (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,);
- (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval;
- (11) Meals, except in conjunction with travel as authorized by the DISTRICT;
- (12) Entertainment;
- (13) Staff overtime charges;
- (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment);
- (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get



up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<b>Hourly Rates</b> <b>(Billed at .10 minute increments)</b>	
PARTNERS / OF COUNSEL	\$260/hr
SENIOR ASSOCIATES	\$245/hr
ASSOCIATES	\$235/hr

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To: Board of Trustees	Date: June 11, 2018
Re: Approval of Resource Development Items	
Action: Request for Approval	

**ANALYSIS**

Items for the following categorical programs were developed:

<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
<b><u>Fiscal Year 2017/2018</u></b>		
1. California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant (District) RSCCD’s Child Development Services is a sub-awardee of a California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) block grant from the California Department of Education to support program quality improvement activities and Professional Learning Communities (PLCs) trainings and meetings for early childhood teachers and program staff. (17/18). <i>No match required.</i>	04/24/2018	\$66,000
2. Child Development Training Consortium (SAC & SCC) – <i>Augmentation</i> Sub-award from Yosemite Community College District to Santa Ana College and Santiago Canyon College to recruit and assist students seeking a new or maintaining a current child development permit through the colleges’ Child Development Programs. (17/18). <i>No match required.</i>	05/03/2018	\$987.50
3. Community College Completion Grant (SAC) – <i>Augmentation</i> Funding from the California Community Colleges Chancellor’s Office to provide students with additional financial aid to help offset costs of education for those student enrolled 15 units per term and are on track to completing a specific program of study within the timeframe determined in their comprehensive Student Education Plan (SEP). (17/18). <i>No match required.</i> SAC – P1 Apportionment (January) \$202,500 SAC – P2 Apportionment (May) \$302,500 <i>Increased by \$100,000</i>	05/04/2018	\$100,000
4. Full-Time Student Success Grant (SAC & SCC) – <i>Augmentation</i> Funding from the California Community Colleges Chancellor’s Office to provide supplemental grants for community college Cal Grant B recipients receiving a full-time Cal Grant B award payment to support student persistence, retention, and completion. (17/18). <i>No match required.</i>	05/04/2018	\$212,000

Fiscal Impact: \$19,519,131.50	Board Date: June 11, 2018
Item Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
SAC – P1 Apportionment (January) \$969,500 SAC – P2 Apportionment (May) \$1,171,500 <i>Increased by \$202,000</i>		
SCC – P1 Apportionment (January) \$335,500 SCC – P2 Apportionment (May) \$345,500 <i>Increased by \$10,000</i>		
5. Guided Pathways (SAC & SCC) Funding from the California Community Colleges Chancellor’s Office to support the planning and implementation process of the Guided Pathways framework across the California Community Colleges over the next five years. (17/18). <i>No match required.</i> SAC – \$398,322 SCC – \$197,822	04/30/2018	\$596,144

**Fiscal Year 2018/2019**

6. Information Communications Technology (ICT)/Digital Media Sector Navigator (District) Grant award from the California Community Colleges Chancellor’s Office to develop ICT/Digital Media programs throughout the state by providing up-to-date information on industry trends and workforce needs, as well as providing in-region investments for professional development and faculty lead projects to develop career technical education programs in sector. (18/19). <i>The match required is \$372,000 (1:1) that will be met entirely by 3<sup>rd</sup> party contributions.</i>	07/01/2018	\$372,000
7. Key Talent Administration & Sector Strategy Fiscal Agent (District) As the Fiscal Agent, RSCCD, through the direction of the Chancellor’s Office Workforce & Economic Development Division, will implement the Key Talent Administration and Sector Strategy Fiscal Agent grant. RSCCD will execute the Chancellor’s Office’s priority objectives that sub-agreements and contracts are processed in a timely manner; that Key Talents, Supervisors of Record, and hosts are on-boarded and off-boarded effectively; that Key Talent and Sector Strategy resources are updated, developed and posted on the <i>Doing What MATTERS</i> website in a timely manner; and that the Chancellor’s Office staff are kept informed about the status and progress of projects, and are provided with reports and data to inform their decision-making and oversight. (18/19). <i>No match required.</i>	07/01/2018	\$17,800,000
8. Retail Hospitality/Tourism/Learn and Earn – Sector Navigator (District) Grant award from the California Community Colleges Chancellor’s Office to develop Retail Hospitality/Tourism/Learn and Earn programs throughout the state by providing up-to-date information on industry trends and workforce needs, as well as providing in-region investments for professional development and faculty lead projects to develop career technical education programs in sector. (18/19). <i>The match required is \$372,000 (1:1) that consists of District funded staff at \$120,807, unclaimed indirect at \$81,393 and third-party in-kind contributions at \$169,800.</i>	07/01/2018	\$372,000

Fiscal Impact: \$19,519,131.50	Board Date: June 11, 2018
Item Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**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: \$19,519,131.50	Board Date: June 11, 2018
Item Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**SPECIAL PROJECT DETAILED BUDGET # 2523**

**NAME: Child Development Services – California State Preschool Program (CSPP)**

**Quality Rating and Improvement System (QRIS) Block Grant (District)**

**FISCAL YEAR 2017/2018**

**CONTRACT PERIOD: 7/1/2017 - 6/30/2018 (continuous)**

**PROJ ADM: Enrique Perez**

**CONTRACT AMOUNT: \$66,000**

**PROJ DIR: Janneth Linnell**

**PRIME SPONSOR: California Department of Education**

**DATE: 5/25/2018**

**FISCAL AGENT: Orange County Superintendent of Schools/Orange County Department of Education**

**PRIME AWARD #: N/A**

**SUB-AWARD #: 46052**

GL Account String	Description	New Budget	
		Debit	Credit
33-2523-000000-50000-8699	Other Misc State Revenue : District Operations		66,000
<b>33-2523-692000-53320-1470</b>	<b>Part-Time Child Dev Teachers : Valley CDC</b>	3,525	
<b>33-2523-692000-53320-2340</b>	<b>Student Assistants - Hourly : Valley CDC</b>	2,000	
<b>33-2523-692000-53320-2345</b>	<b>Professional Experts : Valley CDC</b>	6,000	
33-2523-692000-53320-3115	STRS - Non-Instructional : Valley CDC	574	
33-2523-692000-53320-3325	Medicare - Non-Instructional : Valley CDC	138	
33-2523-692000-53320-3335	PARS - Non-Instructional : Valley CDC	81	
33-2523-692000-53320-3435	H & W - Retiree Fund Non-Inst : Valley CDC	418	
33-2523-692000-53320-3515	SUI - Non-Instructional : Valley CDC	5	
33-2523-692000-53320-3615	WCI - Non-Instructional : Valley CDC	259	
<b>33-2523-692000-53320-1470</b>	<b>Part-Time Child Dev Teachers : CDC Centennial Educa</b>	<b>6,600</b>	
<b>33-2523-692000-53323-2340</b>	<b>Student Assistants - Hourly : CDC Centennial Educat</b>	<b>4,400</b>	
<b>33-2523-692000-53323-2345</b>	<b>Professional Experts : CDC Centennial Education Ctr</b>	<b>6,600</b>	
33-2523-692000-53323-3115	STRS - Non-Instructional : CDC Centennial Education	1,074	
33-2523-692000-53323-3325	Medicare - Non-Instructional : CDC Centennial Educa	191	
33-2523-692000-53323-3335	PARS - Non-Instructional : CDC Centennial Education	93	
33-2523-692000-53323-3435	H & W - Retiree Fund Non-Inst : CDC Centennial Educ	639	
33-2523-692000-53323-3515	SUI - Non-Instructional : CDC Centennial Education	7	
33-2523-692000-53323-3615	WCI - Non-Instructional : CDC Centennial Education	396	
<b>33-2523-692000-53325-1470</b>	<b>Part-Time Child Dev Teachers : CDC Santa Ana Colleg</b>	<b>3,500</b>	
<b>33-2523-692000-53325-2340</b>	<b>Student Assistants - Hourly : CDC Santa Ana College</b>	<b>1,765</b>	
<b>33-2523-692000-53325-2345</b>	<b>Professional Experts : CDC Santa Ana College</b>	<b>3,500</b>	
33-2523-692000-53325-3115	STRS - Non-Instructional : CDC Santa Ana College	568	
33-2523-692000-53325-3325	Medicare - Non-Instructional : CDC Santa Ana Colleg	102	
33-2523-692000-53325-3335	PARS - Non-Instructional : CDC Santa Ana College	46	
33-2523-692000-53325-3435	H & W - Retiree Fund Non-Inst : CDC Santa Ana Colle	318	
33-2523-692000-53325-3515	SUI - Non-Instructional : CDC Santa Ana College	4	
33-2523-692000-53325-3615	WCI - Non-Instructional : CDC Santa Ana College	197	
<b>33-2523-692000-53326-1470</b>	<b>Part-Time Child Dev Teachers : CDC Santiago Canyon</b>	<b>3,525</b>	
<b>33-2523-692000-53326-2340</b>	<b>Student Assistants - Hourly : CDC Santiago Canyon C</b>	<b>2,000</b>	
<b>33-2523-692000-53326-2345</b>	<b>Professional Experts : CDC Santiago Canyon College</b>	<b>6,000</b>	
33-2523-692000-53326-3115	STRS - Non-Instructional : CDC Santiago Canyon Coll	574	
33-2523-692000-53326-3325	Medicare - Non-Instructional : CDC Santiago Canyon	138	
33-2523-692000-53326-3335	PARS - Non-Instructional : CDC Santiago Canyon Coll	81	
33-2523-692000-53326-3435	H & W - Retiree Fund Non-Inst : CDC Santiago Canyon	418	
33-2523-692000-53326-3515	SUI - Non-Instructional : CDC Santiago Canyon Colle	5	
33-2523-692000-53326-3615	WCI - Non-Instructional : CDC Santiago Canyon Colle	259	
<b>33-2523-692000-53327-1470</b>	<b>Part-Time Child Dev Teachers : CDC Santa Ana Colleg</b>	<b>3,500</b>	

**SPECIAL PROJECT DETAILED BUDGET # 2523**

**NAME: Child Development Services – California State Preschool Program (CSPP)**

**Quality Rating and Improvement System (QRIS) Block Grant (District)**

**FISCAL YEAR 2017/2018**

**CONTRACT PERIOD: 7/1/2017 - 6/30/2018 (continuous)**

**PROJ ADM: Enrique Perez**

**CONTRACT AMOUNT: \$66,000**

**PROJ DIR: Janneth Linnell**

**PRIME SPONSOR: California Department of Education**

**DATE: 5/25/2018**

**FISCAL AGENT: Orange County Superintendent of Schools/Orange County Department of Education**

**PRIME AWARD #: N/A**

**SUB-AWARD #: 46052**

GL Account String	Description	New Budget	
		Debit	Credit
33-2523-692000-53327-2340	Student Assistants - Hourly : CDC Santa Ana College	1,765	
33-2523-692000-53327-2345	Professional Experts : CDC Santa Ana College - East	3,500	
33-2523-692000-53327-3115	STRS - Non-Instructional : CDC Santa Ana College -	568	
33-2523-692000-53327-3325	Medicare - Non-Instructional : CDC Santa Ana Colleg	102	
33-2523-692000-53327-3335	PARS - Non-Instructional : CDC Santa Ana College -	46	
33-2523-692000-53327-3435	H & W - Retiree Fund Non-Inst : CDC Santa Ana Colle	318	
33-2523-692000-53327-3515	SUI - Non-Instructional : CDC Santa Ana College - E	4	
33-2523-692000-53327-3615	WCI - Non-Instructional : CDC Santa Ana College - E	197	
	<b>Total 2523 - CSPP QRIS Block Grant IV</b>	<b>66,000</b>	<b>66,000</b>

**SPECIAL PROJECT DETAILED BUDGET #1241**  
**NAME: CHILD DEVELOPMENT TRAINING CONSORTIUM - SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2017/2018**

**CONTRACT PERIOD: 9/1/2017 - 6/30/2018**  
**CONTRACT INCOME:**  
 Instructional Services \$16,250.00  
 Coordinator Stipend \$5,850.00  
 Instructional Svs. (Amend. #1) \$4,062.50  
 Instructional Svs. (Amend. #2) \$987.50  
**TOTAL \$27,150.00**

**PROJ. ADM. Bart Hoffman/Von Lawson**  
**PROJ. DIR. Michelle Hardy**  
 Date: 05/25/2018  
 Sub-Award Agreement #: 17-18-2885  
 CFDA #: 93.575

**Prime Sponsor: Department of Health & Human Services Administration for Children and Families**  
**Fiscal Agent: Yosemite Community College District/Child Development Training Consortium**

Datatel String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
<b>Dept 15717 - Human Development (Santa Ana College)</b>							
12_1241_000000_10000_8199	Other Federal Revenues : Santa Ana College		23,563		24,550		987
12_1241_130500_15717_4210	Books, Mags & Subscrip-Non-Lib : Human Develop	400		400		0	
12_1241_130500_15717_4310	Instructional Supplies : Human Development	750		750		0	
<b>12_1241_619000_15717_1453</b>	<b>Beyond Contract - Coordinators : Human Develo</b>	<b>4,803</b>		<b>4,803</b>		<b>0</b>	
	<b>Michelle Hardy, CDTC Coordinator SAC/SCC (stipend)</b>						
<b>12_1241_619000_15717_1480</b>	<b>Part-Time Reassigned Time : Human Development</b>	<b>2,500</b>		<b>2,500</b>		<b>0</b>	
12_1241_619000_15717_3115	STRS - Non-Instructional : Human Development	859		859		0	
12_1241_619000_15717_3325	Medicare - Non-Instructional : Human Developm	106		106		0	
12_1241_619000_15717_3335	PARS - Non-Instructional : Human Developm	18		18		0	
12_1241_619000_15717_3435	H & W - Retiree Fund Non-Inst : Human Develop	265		265		0	
12_1241_619000_15717_3515	SUI - Non-Instructional : Human Development	4		4		0	
12_1241_619000_15717_3615	WCI - Non-Instructional : Human Development	164		164		0	
12_1241_619000_15717_5100	Contracted Services : Human Development	0		0		0	
12_1241_732000_15717_7610	Books Paid for Students : Human Development	5,631		5,631		0	
12_1241_732000_15717_7640	Tuition Paid for Students : Human Development	8,063		9,050		987	
	<b>Sub-Total (SAC)</b>	<b>23,563</b>	<b>23,563</b>	<b>24,550</b>	<b>24,550</b>	<b>987</b>	<b>987</b>
<b>Dept 25230 - Human Development (Santiago Canyon College)</b>							
12_1241_000000_20000_8199	Other Federal Revenues : Santiago Canyon Coll		2,600		2,600		0
12_1241_732000_25230_7610	Books Paid for Students : Human Development	900		900		0	
12_1241_732000_25230_7640	Tuition Paid for Students : Human Development	1,700		1,700		0	
	<b>Sub-Total (SCC)</b>	<b>2,600</b>	<b>2,600</b>	<b>2,600</b>	<b>2,600</b>	<b>0</b>	<b>0</b>
	<b>Total 1241 - CDTC FY 17/18 SAC/SCC</b>	<b>26,163</b>	<b>26,163</b>	<b>27,150</b>	<b>27,150</b>	<b>987</b>	<b>987</b>

**SPECIAL PROJECT DETAILED BUDGET # 2108**  
**NAME: Community College Completion Grant - SAC**  
**FISCAL YEAR: 2017/2018**

CONTRACT PERIOD: 7/1/17 - 06/30/18  
 CONTRACT INCOME (P1): \$202,500  
P2 Adjustment: \$100,000  
**TOTAL (SAC - P2 Allocation) \$302,500**

PROJ. DIR. Robert Manson

Rev. Date: 05/18/18

*Prime Sponsor: CCC Chancellor's Office*  
*Fiscal Agent: RSCCD*  
*CFDA #: N/A; Award #: N/A*

GL Account		Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
74-2108-000000-10000-8659	Other Reimb Categorial Allocation		202,500		302,500		100,000
74-2108-732000-19405-7528	Community College Completion Grant	202,500		302,500		100,000	
<b>Totals for Project:</b>	<b>Community College Completion Grant (SAC)</b>	<b>202,500</b>	<b>202,500</b>	<b>302,500</b>	<b>302,500</b>	<b>100,000</b>	<b>100,000</b>

5.1 (7)



**SPECIAL PROJECT DETAILED BUDGET # 2027**  
**NAME: Full-Time Student Success Grant (FT SSG) - SAC**  
**FISCAL YEAR: 2017/2018**

CONTRACT PERIOD: 7/1/17 - 06/30/18  
 CONTRACT INCOME (P1): \$969,500  
P2 Adjustment: \$202,000  
**TOTAL (SAC - P2 Allocation) \$1,171,500**

PROJ. DIR. Robert Manson

Rev. Date: 05/18/18

*Prime Sponsor: CCC Chancellor's Office*  
*Fiscal Agent: RSCCD*  
*CFDA #: N/A; Award #: N/A*

GL Account		Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
74-2027-000000-10000-8659	Other Reimb Categorical All		969,500		1,171,500		202,000
74-2027-732000-19405-7527	FT Student Success Grant :	969,500		1,171,500		202,000	
<b>Totals for PROJECT: 2027</b>	<b>FT Student Success Grant</b>	<b>969,500</b>	<b>969,500</b>	<b>1,171,500</b>	<b>1,171,500</b>	<b>202,000</b>	<b>202,000</b>

5.1 (8)

**SPECIAL PROJECT DETAILED BUDGET # 2027**  
**NAME: Full-Time Student Success Grant (FT SSG) - SCC**  
**FISCAL YEAR: 2017/2018**

CONTRACT PERIOD: 7/1/17 - 06/30/18  
 CONTRACT INCOME (P1): \$335,500  
 P2 Adjustment: \$10,000  
**TOTAL (SCC - P2 Allocation) \$345,500**

PROJ. DIR. Sheena Tran

Rev. Date: 05/18/18

*Prime Sponsor: CCC Chancellor's Office*  
*Fiscal Agent: RSCCD*  
*CFDA #: N/A; Award #: N/A*

GL Account		Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
74-2027-000000-20000-8659	Other Reimb Categorical All		335,500		345,500		10,000
74-2027-732000-29500-7527	FT Student Success Grant :	335,500		345,500		10,000	
<b>Totals for PROJECT: 2027</b>	<b>FT Student Success Grant</b>	<b>335,500</b>	<b>335,500</b>	<b>345,500</b>	<b>345,500</b>	<b>10,000</b>	<b>10,000</b>

5.1 (9)

**SPECIAL PROJECT DETAILED BUDGET # 2252**  
**NAME: Guided Pathways - Santa Ana College**  
**FISCAL YEAR: 2017/18**

CONTRACT PERIOD: 07/01/17 - 06/30/22  
 CONTRACT INCOME: \$398,322 - Year 1

PROJ. ADM. Shelly Jaffray (interim)  
 PROJ. DIR. Maria Dela Cruz

*Prime Sponsor: CCC Chancellor's Office*  
*Fiscal Agent: Rancho Santiago CCD*  
*Prime Award No.: N/A*

Date: 05/21/18

GL Account	Description	Debit	Credit
<b>12-2252-000000-10000-8629</b>	<b>Other Gen Categorical Apport</b>		<b>398,322</b>
12-2252-499900-15051-5950	Software License and Fees : Academic Affairs Office - Online Orientation; Super Strong; & Text system	164,000	
12-2252-619000-15051-1250	Contract Coordinator : Academic Affairs Office - 50% release time for Fernando Ortiz	57,091	
12-2252-619000-15051-3115	STRS - Non-Instructional : Academic Affairs Office	9,294	
12-2252-619000-15051-3325	Medicare - Non-Instructional : Academic Affairs Off	841	
12-2252-619000-15051-3415	H & W - Non-Instructional : Academic Affairs Office	11,741	
12-2252-619000-15051-3435	H & W - Retiree Fund Non-Inst : Academic Affairs Of	2,104	
12-2252-619000-15051-3515	SUI - Non-Instructional : Academic Affairs Office	29	
12-2252-619000-15051-3615	WCI - Non-Instructional : Academic Affairs Office	1,304	
12-2252-619000-15051-3915	Other Benefits - Non-Instruct : Academic Affairs Of	875	
12-2252-619000-15051-5999	Special Project Holding acct: Academic Affairs	6,233	
12-2252-649000-15051-4610	Non-Instructional Supplies : Academic Affairs Offic	200	
12-2252-649000-15051-4710	Food and Food Service Supplies : Academic Affairs	14,800	
12-2252-619000-15310-1484	Int/Sum Beyond Contr-Coordinat : Counseling - Leo Pastrana; Rey Robledo; Maria Aguilar-Beltran; Joanna Robledo; Jody Coffman; Michelle Macintyre; Angela Brown; Martha Vargas	29,835	
12-2252-619000-15310-3115	STRS - Non-Instructional : Counseling	4,857	
12-2252-619000-15310-3325	Medicare - Non-Instructional : Counseling	433	
12-2252-619000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	1,083	
12-2252-619000-15310-3515	SUI - Non-Instructional : Counseling	15	
12-2252-619000-15310-3615	WCI - Non-Instructional : Counseling	671	
12-2252-619000-15620-1484	Int/Sum Beyond Contr-Coordinat : English - Jeffrey Diller	3,234	
12-2252-619000-15620-3115	STRS - Non-Instructional : English	526	
12-2252-619000-15620-3325	Medicare - Non-Instructional : English	47	
12-2252-619000-15620-3435	H & W - Retiree Fund Non-Inst : English	117	
12-2252-619000-15620-3515	SUI - Non-Instructional : English	2	
12-2252-619000-15620-3615	WCI - Non-Instructional : English	73	
12-2252-619000-16201-1484	Int/Sum Beyond Contr-Coordinat : Mathematics - George Sweeney	3,507	
12-2252-619000-16201-3115	STRS - Non-Instructional : Mathematics	571	
12-2252-619000-16201-3325	Medicare - Non-Instructional : Mathematics	51	
12-2252-619000-16201-3435	H & W - Retiree Fund Non-Inst : Mathematics	127	
12-2252-619000-16201-3515	SUI - Non-Instructional : Mathematics	2	
12-2252-619000-16201-3615	WCI - Non-Instructional : Mathematics	79	

**SPECIAL PROJECT DETAILED BUDGET # 2252**  
**NAME: Guided Pathways - Santa Ana College**  
**FISCAL YEAR: 2017/18**

CONTRACT PERIOD: 07/01/17 - 06/30/22  
 CONTRACT INCOME: \$398,322 - Year 1

PROJ. ADM. Shelly Jaffray (interim)  
 PROJ. DIR. Maria Dela Cruz

*Prime Sponsor: CCC Chancellor's Office*  
*Fiscal Agent: Rancho Santiago CCD*  
*Prime Award No.: N/A*

Date: 05/21/18

GL Account	Description	Debit	Credit
12-2252-675000-19105-4610	Non-Instructional Supplies : Professional Development	14,832	
12-2252-675000-19105-4710	Food and Food Service Supplies : Professional Development	10,000	
12-2252-675000-19105-5210	Conference Expenses : Professional Development - Institutes 4, 5, 6; IEPI Workshops; and Site Visits	56,548	
12-2252-675000-19105-5940	Reproduction/Printing Expenses : Professional Development	3,000	
12-2252-675000-19105-5220	Mileage/Parking Expenses : Professional Development	200	
<b>Totals for Project 2252</b>	<b>Guided Pathways - SAC</b>	<b>398,322</b>	<b>398,322</b>

**SPECIAL PROJECT DETAILED BUDGET # 2252**  
**NAME: Guided Pathways - Santiago Canyon College**  
**FISCAL YEAR: 2017/18**

CONTRACT PERIOD: 07/01/17 - 06/30/22  
 CONTRACT INCOME: \$197,822 - Year 1

PROJ. ADM./DIR.: Marilyn Flores

*Prime Sponsor: CCC Chancellor's Office*  
*Fiscal Agent: Rancho Santiago CCD*  
*Prime Award No.: N/A*

Date: 05/29/18

GL Account	Description	Debit	Credit
12-2252-000000-20000-8629	Other Gen Categorical Apport		197,822
12-2252-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	197,822	
<b>Totals for Project 2252</b>	<b>Guided Pathways - SCC</b>	<b>197,822</b>	<b>197,822</b>

**SPECIAL PROJECT DETAILED BUDGET: # 2535**  
**NAME: Information Communications Technology (ICT)/Digital Media Sector Navigator**  
**FISCAL YEAR: 2018/2019**

**CONTRACT PERIOD: 07/01/18 - 06/30/19**

**PROJ ADM: Enrique Perez**

**CONTRACT AWARD: \$372,000**

**Date: 06/11/2018**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**FISCAL AGENT: Rancho Santiago CCD**

**RFA Number: 18-158**

**SUB-AWARD: N/A**

**CFDA #: N/A**

Account String	Description	New Budget	
		Debit	Credit
12-2535-000000-50000-8659	Other Reimb Categorical Allow : District Operations		372,000
12-2535-672000-50000-5865	Indirect Costs : District Operations @ 4%	14,307	
12-2535-679000-53305-4610	Non-Instructional Supplies : Educational Services O	1,070	
12-2535-679000-53305-5100	Contracted Services : Educational Services Office - Independent Contractor, Steve Wright, LLC \$172,000 - Shawn Monsen will conduct research and update NetLab+ curricular options on NetLab+ UG website. \$5,000 - Content development for web site (ListenToSee) \$51,900 - Research expenses ( Integrative Impact LLC - Nicole Sherman) \$40,000 - Karen Beltramo to establish a new expanded metrics reporting for the CCCs \$15,000	283,900	
12-2535-679000-53305-5235	District Business/Sponsorships : Ed.Services - WASC June \$5,000 - DMEC \$5,000	10,000	
12-2535-679000-53345-2130	Classified Employees : Reso - Francisco Villaseñor @ 50%	37,409	
12-2535-679000-53345-3215	PERS - Non-Instructional :	5,810	
12-2535-679000-53345-3315	OASDHI - Non-Instructional	2,366	
12-2535-679000-53345-3325	Medicare - Non-Instructiona	553	
12-2535-679000-53345-3415	H & W - Non-Instructional :	13,572	
12-2535-679000-53345-3435	H & W - Retiree Fund Non-In	1,385	
12-2535-679000-53345-3515	SUI - Non-Instructional :	19	
12-2535-679000-53345-3615	WCI - Non-Instructional :	859	
12-2535-679000-53345-3915	Other Benefits - Non-Instru	750	
	<b>Total - 2535 ICT/Digital Media Sector Navigator</b>	<b>372,000</b>	<b>372,000</b>

The match required is \$372,000 that will be met entirely by third party in-kind contributions.

**SPECIAL PROJECT DETAILED BUDGET #2565**  
**NAME: Key Talent Administration & Sector Strategy Fiscal Agent (District)**  
**FISCAL YEAR 2018/2019**

**CONTRACT PERIOD: 07/01/2018 - 6/30/2019**  
**CONTRACT AWARD: \$17,800,000.00**  
**PRIME SPONSOR: California Community Colleges Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**RFA No.: 18-250-001**

**PROJ ADM: Enrique Perez**  
**PROJ DIR: Sarah Santoyo**  
**Date: 05/25/2018**

		<b>New Budget</b>	
<b>GL Account String</b>	<b>Description</b>	<b>Debit</b>	<b>Credit</b>
12 2565 000000 50000 8659	Other Reimb Categorical Allow : District Operations		17,800,000
12 2565 672000 50000 5865	Indirect Costs : District Operations (4%)	684,615	
<b>12_2565_679000_53305_2110</b>	<b>Classified Management : Educational Services Office</b> <b>Key Talent Administrator (100%, full-time)</b>	<b>150,000</b>	
12 2565 679000 53305 3215	PERS - Non-Instructional : Educational Services Office	26,971	
12 2565 679000 53305 3315	OASDHI - Non-Instructional : Educational Services Office	9,604	
12 2565 679000 53305 3325	Medicare - Non-Instructional : Educational Services Office	2,246	
12 2565 679000 53305 3415	H & W - Non-Instructional : Educational Services Office	21,530	
12 2565 679000 53305 3435	H & W - Retiree Fund Non-Inst : Educational Services	5,623	
12 2565 679000 53305 3515	SUI - Non-Instructional : Educational Services Office	77	
12 2565 679000 53305 3615	WCI - Non-Instructional : Educational Services Office	3,485	
12 2565 679000 53305 3915	Other Benefits - Non-Instruct : Educational Services Off	2,530	
12_2565_675000_53305_5210	Conference Expenses : Educational Services Office - Travel/Conferences (in-state) for KT Administrator and Fiscal Agent Specialist: * (3) Extended Operations Mtgs.: \$1,200/ea. x 2 = \$7,200 * CCCAOE (fall x2 and spring): \$1,100/ea. x 2 = \$6,600 * Key Talent in-service (fall): \$1,100/ea. x 2 = \$2,200 * (4) administrative meetings: \$1,100/ea. x 2 = \$8,800	24,800	
12_2565_679000_53305_5100	Contracted Services : Educational Services Office - Subcontract agreements - 66 Full Time Deputy Sector Navigators @ \$200,000 each = \$13,200,000 - Subcontract agreements - eight (8) Full Time Centers of Excellence Directors/Technical Assistance Providers @ \$200,000 to \$250,000 each = \$2,000,000 - Add'l projects/vendor svcs. as determined by CCCCO: e.g., administer Industry Sector Projects in Common (ISPIC) mini-grants, and other projects - \$1,314,420	16,514,420	
12_2565_684000_53305_5100	Contracted Services : Educational Services Office - Applied Learning Science to provide administration of the 360 degree feedback performance process and coaching for all Key Talent on a regular rotating schedule	220,500	
12_2565_679000_53305_5220	Mileage/Parking Expenses : Educational Services Office - Local travel \$0.545/mile x 260 miles x 12 mths. = \$1,700	1,700	
12 2565 679000 53305 5845	Excess/Copies Usage : Educational Services Office	3,000	
<b>12_2565_679000_53345_2130</b>	<b>Classified Employees : Resource Development</b> <b>Fiscal Agent Specialist (100%, full-time)</b>	<b>90,000</b>	
12 2565 679000 53345 3215	PERS - Non-Instructional : Resource Development	16,095	
12 2565 679000 53345 3315	OASDHI - Non-Instructional : Resource Development	5,731	
12 2565 679000 53345 3325	Medicare - Non-Instructional : Resource Development	1,340	
12 2565 679000 53345 3415	H & W - Non-Instructional : Resource Development	8,752	
12 2565 679000 53345 3435	H & W - Retiree Fund Non-Inst : Resource Development	3,355	
12 2565 679000 53345 3515	SUI - Non-Instructional : Resource Development	46	
12 2565 679000 53345 3615	WCI - Non-Instructional : Resource Development	2,080	
12 2565 679000 53345 3915	Other Benefits - Non-Instruct : Resource Development	1,500	
	<b>Total 2565 - KT Admin. &amp; Sector Strategy FA (District)</b>	<b>17,800,000</b>	<b>17,800,000</b>

**SPECIAL PROJECT DETAILED BUDGET # 2544**  
**NAME: Sector Navigator - Retail Hospitality/Tourism/Learn and Earn**  
**FISCAL YEAR: 2018/2019**

**CONTRACT PERIOD: 07/01/2018 - 6/30/2019**  
**CONTRACT AWARD: \$372,000**  
**PRIME SPONSOR: California Community Colleges Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**RFA #: 18-161**  
**CFDA #: N/A**

**PROJ. ADM. Enrique Perez**  
**PROJ. DIR. Renah Wolzinger**  
**DATE: 6/11/2018**

GL Account String	Description	New Budget	
		Debit	Credit
12-2544-000000-50000-8659	Other Reimb Categorical Allow : District Operations		372,000
12-2544-672000-50000-5865	Indirect Costs : District Operations (4%)	14,307	
12-2544-675000-53305-5210	Conference Expenses : CCCAOE Conferences = \$3,632 Chancellor's Office Meetings: 2 times per year @ \$500 travel cost = \$1,000 Regional Meetings: 2 meetings in each of the 10 regions per year. \$500 travel cost X 20 meeting = \$10,000	14,632	
<b>12-2544-684000-53305-2110</b>	<b>Classified Management :</b> <b>Renah Wolzinger, Sector Navigator RHT (100%)</b>	142,618	
12-2544-684000-53305-3215	PERS - Non-Instructional :	22,150	
12-2544-684000-53305-3315	OASDHI - Non-Instructional :	9,048	
12-2544-684000-53305-3325	Medicare - Non-Instructional :	2,116	
12-2544-684000-53305-3415	H & W - Non-Instructional :	31,025	
12-2544-684000-53305-3435	H & W - Retiree Fund Non-Inst :	5,298	
12-2544-684000-53305-3515	SUI - Non-Instructional :	73	
12-2544-684000-53305-3615	WCI - Non-Instructional :	3,284	
12-2544-684000-53305-3915	Other Benefits - Non-Instruct :	3,320	
<b>12-2544-679000-53345-2130</b>	<b>Classified Employees :</b> <b>Francisco Villaseñor, Resource Development Coordinator (50%)</b>	37,409	
12-2544-679000-53345-3215	PERS - Non-Instructional :	5,810	
12-2544-679000-53345-3315	OASDHI - Non-Instructional :	2,366	
12-2544-679000-53345-3325	Medicare - Non-Instructional :	553	
12-2544-679000-53345-3415	H & W - Non-Instructional :	13,572	
12-2544-679000-53345-3435	H & W - Retiree Fund Non-Inst :	1,385	
12-2544-679000-53345-3515	SUI - Non-Instructional :	19	
12-2544-679000-53345-3615	WCI - Non-Instructional :	859	
12-2544-679000-53345-3915	Other Benefits - Non-Instruct :	750	
12-2544-684000-53305-4610	Non-Instructional Supplies : USBs, copy paper, printer ink, presentation portfolios, 3-ring binders, hanging files, folders, etc.	-	7,007
12-2544-684000-53305-5100	Contracted Services : - Event venue and hosting (\$20,000) - Website (\$15,000) - Video documentation (\$10,000)	45,000	
12-2544-684000-53305-5220	Mileage/Parking Expenses : - Mileage/Parking Expenses \$500/month for 12 months = \$6,000	6,000	
12-2544-684000-53305-5940	Reproduction/Printing Expenses :	400	
12-2544-684000-53305-6410	Equip-All Other >\$1,000<\$5,000 :	3,000	
<b>Total # 2544 SN RHT FY 18/19 (Funded)</b>		<b>372,000</b>	<b>372,000</b>



**SPECIAL PROJECT DETAILED BUDGET # 2544**  
**NAME: Sector Navigator - Retail Hospitality/Tourism/Learn and Earn**  
**FISCAL YEAR: 2018/2019**

**CONTRACT PERIOD: 07/01/2018 - 6/30/2019**  
**CONTRACT AWARD: \$372,000**  
**PRIME SPONSOR: California Community Colleges Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**RFA #: 18-161**  
**CFDA #: N/A**

**PROJ. ADM. Enrique Perez**  
**PROJ. DIR. Renah Wolzinger**  
**DATE: 6/11/2018**

GL Account String	Description	New Budget	
		Debit	Credit
11-0000-000004-50000-2130	Classified Employees : District Operations		78,919
11-0000-000004-50000-3415	H & W - Non-Instructional : District Operations		41,888
11-0000-672000-50000-5865	Indirect Costs : District Operations		81,393
11-2544-672000-50000-5865	Indirect Costs : District Operations 'RSCCD's federally approved indirect rate is 28%. RSCCD is applying a maximum indirect rate at 20% allowed for this grant as listed below: -Unclaimed indirect costs on grant-funded direct costs @ 16% \$357,692 grant direct costs x 16% unclaimed indirect rate = \$57,231 -Unclaimed indirect costs on district-funded direct costs (cash-match) @ 20% \$120,807 district direct costs x 20% unclaimed indirect rate = \$24,162	81,393	
<b>11-2544-679000-53305-2110</b>	<b>Classified Management :</b> <b>Enrique Perez, Vice Chancellor Ed. Services (10%)</b>	<b>22,232</b>	
11-2544-679000-53305-3215	PERS - Non-Instructional :	3,453	
11-2544-679000-53305-3315	OASDHI - Non-Instructional :	1,399	
11-2544-679000-53305-3325	Medicare - Non-Instructional :	327	
11-2544-679000-53305-3415	H & W - Non-Instructional :	3,260	
11-2544-679000-53305-3435	H & W - Retiree Fund Non-Inst :	819	
11-2544-679000-53305-3515	SUI - Non-Instructional :	11	
11-2544-679000-53305-3615	WCI - Non-Instructional :	508	
11-2544-679000-53305-3915	Other Benefits - Non-Instruct :	332	
<b>11-2544-684000-53306-2110</b>	<b>Classified Management :</b> <b>Adriene Davis, Asst. VC, Workforce Dev. (15%)</b>	<b>22,857</b>	
11-2544-684000-53306-3215	PERS - Non-Instructional :	3,550	
11-2544-684000-53306-3315	OASDHI - Non-Instructional :	1,448	
11-2544-684000-53306-3325	Medicare - Non-Instructional :	339	
11-2544-684000-53306-3415	H & W - Non-Instructional :	4,866	
11-2544-684000-53306-3435	H & W - Retiree Fund Non-Inst :	848	
11-2544-684000-53306-3515	SUI - Non-Instructional :	12	
11-2544-684000-53306-3615	WCI - Non-Instructional :	525	
11-2544-684000-53306-3915	Other Benefits - Non-Instruct :	498	
<b>11-2544-679000-53345-2110</b>	<b>Classified Management :</b> <b>Sarah Santoyo, Exec. Dir., Resource Development (12%)</b>	<b>15,843</b>	
<b>11-2544-679000-53345-2130</b>	<b>Classified Employees :</b> <b>Maria Gil, Sr. Resource Dev. Coordinator (20%)</b>	<b>17,987</b>	
11-2544-679000-53345-3215	PERS - Non-Instructional :	5,255	
11-2544-679000-53345-3315	OASDHI - Non-Instructional :	2,141	
11-2544-679000-53345-3325	Medicare - Non-Instructional :	501	
11-2544-679000-53345-3415	H & W - Non-Instructional :	9,052	
11-2544-679000-53345-3435	H & W - Retiree Fund Non-Inst :	1,253	
11-2544-679000-53345-3515	SUI - Non-Instructional :	17	
11-2544-679000-53345-3615	WCI - Non-Instructional :	777	
11-2544-679000-53345-3915	Other Benefits - Non-Instruct :	698	
	<b>Total # 2544 SN RHT FY 18/19 (Match)</b>	<b>202,200</b>	<b>202,200</b>

**SPECIAL PROJECT DETAILED BUDGET # 2544**  
**NAME: Sector Navigator - Retail Hospitality/Tourism/Learn and Earn**  
**FISCAL YEAR: 2018/2019**

**CONTRACT PERIOD: 07/01/2018 - 6/30/2019**  
**CONTRACT AWARD: \$372,000**  
**PRIME SPONSOR: California Community Colleges Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**RFA #: 18-161**  
**CFDA #: N/A**

**PROJ. ADM. Enrique Perez**  
**PROJ. DIR. Renah Wolzinger**  
**DATE: 6/11/2018**

		New Budget	
GL Account String	Description	Debit	Credit
<b>Match required is 1:1 at \$372,000 that consists of District funded staff at \$120,807, unclaimed indirect in-kind match at \$81,393 and third-party in-kind match at \$169,800. Please refer to match summary below.</b>			
District (cash match)	Staff salary and benefits as listed above - Match Budget	120,807	
District (in-kind match)	Unclaimed indirect costs as listed above - Match Budget	81,393	
	<b>Sub-Total District Match</b>	<b>202,200</b>	
Third-Party (in-kind)	Industry representatives review of pathways and curriculum, to provide feedback on alignment with their workforce needs 6 hours x \$65/hr 6 industry representatives x 5 regions	11,700	
	10 new business outreach meetings per month x 2 hours x \$65/hr x 12 months	15,600	
	Industry Panels: facilities/venue \$800 x 3	2,400	
	Industry Summit Committee Meetings: 24 hrs x 15 industry representatives x \$65/hr x 3 summits	70,200	
	Industry Summit Presenters: 2 hours x 10 people x \$65/hr x 3 summits	3,900	
	Industry Tours/Externships for CIOS, DSNs, Deans: 4 tours each year x \$1200	4,800	
	Three (3) events x 10 hours x 10 people x \$60/hr rate = \$18,000. * Rancho Santiago CCD will adhere to federal rules and regulations for the food and food services provided for these meetings.	18,000	
	Committee meetings 3 x 24 hours x 10 people x \$60/hr rate = \$43,200.	43,200	
	<b>Sub-Total In-kind Match</b>	<b>169,800</b>	
	<b>Total Match - SN RHT, (FY 18/19)</b>	<b>372,000</b>	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

<b>To:</b>	Board of Trustees	<b>Date:</b> June 11, 2018
<b>Re:</b>	Approval of Sub-Agreement between RSCCD and SynED for the Industry Sector Projects in Common (ISPIC) - Orange County Region – Information Communications Technology (ICT) Sector Information Technology Fundamentals (ITF) Curriculum Development Project funded by the Career Technical Education (CTE) Data Unlocked Initiative	
<b>Action:</b>	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor’s Office’s Career Technical Education (CTE) Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with Career Technical Education Data Unlocked Initiative implementation partners.

**ANALYSIS**

The California Community Colleges Chancellor’s Office has directed each of the ten, statewide Sector Navigators to develop Industry Sector Projects in Common (ISPIC) with college partners, who will commit matching investments of Strong Workforce Program or other funds to implement projects featuring industry validated best practices, content, and/or models. A sub-agreement (DO-17-2220-210) has been developed for SynED to implement one of the approved ISPIC projects: the Orange County Region - ICT Sector ITF Curriculum Development project.

**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: \$72,500.00 (grant-funded)	Board Date: June 11, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 11<sup>th</sup> day of June, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **SynED** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPICS), the Orange County Region - ICT Sector ITF Curriculum Development project**, hereinafter “Project,” which is supported by Grant, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. Statement of Work

SUBCONTRACTOR agrees to perform the work for the approved ISPICS Information Technology Readiness & Cybersecurity Competitions project through the Scope of Work, Exhibit A, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from April 1, 2018 through June 30, 2019. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$72,500.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) 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 above under Article I.3. Total Cost.

7. Invoices

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

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

8. Reporting

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

9. Expenditure of Grant Funds

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

10. Independent Contractor

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

11. Subcontract Assignment

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

12. Record Keeping

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

13. Audit

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

14. Mutual Indemnification

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

15. Termination

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

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

16. Disputes

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

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

17. Notices

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

**RSCCD:**

**Primary Contact:**

Rancho Santiago Community College District  
Sarah Santoyo, Executive Director of Resource Development  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto: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](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Scott Young  
SynED  
2060-D Avenida de Los Arboles, Suite 771  
Thousand Oaks, CA 91362  
(310) 613-4534, [syoung@SynEd.com](mailto:syoung@SynEd.com)

18. Total Agreement

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

19. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

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

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



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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: SynED

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

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

Board Approval Date: June 11, 2018

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

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14 (*NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.*)

**SynED**

2060-D Avenida de Los Arboles  
Suite 771  
Thousand Oaks, CA 91362

**Scott Young**

(310) 613-4534  
[syoung@SynEd.com](mailto:syoung@SynEd.com)  
[www.SynEd.com](http://www.SynEd.com)



# **P R O P O S A L**

## **ORANGE COUNTY REGION – ICT SECTOR ITF CURRICULUM DEVELOPMENT**

Prepared for:

### **Steve Linthicum, JD, CISSP**

#### **Rancho Santiago Community College District**

2323 North Broadway, Suite 350

Santa Ana, CA 92706

P (714) 480-7466 E [linthicum\\_steve@rsccd.edu](mailto:linthicum_steve@rsccd.edu)

**Proposal Issued:**

March 29, 2018

### Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of SynED. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



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## Executive Summary

SynED is pleased to submit this proposal to the Rancho Santiago Community College District to implement a support project for the Orange County Region, ICT-DM Sector initiative.

This proposal is designed to support the Orange County ICT Sector efforts to help ensure that sector objectives are realized by supporting the IT Fundamentals Curriculum development effort which will work to develop a course that will serve as a pathways entry course for programs in the Region that are focused on career paths that lead to employment in a profession identified in the SOC Codes listed below, and lead to student attainment of the CompTIA IT Fundamentals certification based upon the new exam objectives.

This project purpose is to develop course curriculum that will serve as a pathways entry course for programs in the Region that are focused on career paths that lead to employment in a technology profession and lead to student attainment of the CompTIA IT Fundamentals certification based upon the new exam objectives.

Our team has **deep expertise** in managing projects like this and will work closely with Steve Linthicum, the Orange County Region ICT-DM Deputy Sector Navigator, to ensure that quality, qualified specialists are used to execute the tasks contained in the scope of this project.

It is important to understand that successful regional projects are multifaceted and require a number of components. We leverage quality, turn-key components for infrastructure services to help ensure that your foundation is trouble free and sustainable. SynED then helps you focus on the core elements of your program that make it relevant to the needs of your business community and local population in general.

What this means for you:

**No start up time.** We are ready to start on Day One. From our experience, we will save your staff a significant amount of startup time to understand the technical issues, the challenges, and, most importantly, how to set up a digital badging that can sustain relevance over time.

**We believe in the mission of the California Community Colleges.** We have deep experience and first-hand knowledge of the mission and purpose of the college. We bring our enthusiasm and professionalism to your local employers as an ambassador for your brand. We ourselves have worked in education and industry. We can serve as a bridge between the college and the local employer community.



**You will gain significant cost efficiencies.** Because of the research work already done, there will be cost savings to the college. Contract dollars will go further and your internal team will gain the value of preparation work already done. As a result, the college will be up and running with a project that will bring value in this calendar year.

# Project Definition

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

## Project Management

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All successful projects have defined personnel in responsible roles. This project will have the following individuals as project managers:

**RSCCD Project Lead:** Steve Linthicum

Steve recently accepted the role as Deputy Sector Navigator (ICT/Digital Media) for the Orange County Region, after retiring from his role as a tenured faculty member at Sierra College in Rocklin, California, in June 2017. Additionally, Steve's responsibilities are being expanded to serve as a Co-Project Director for the Cybersecurity Apprenticeship Innovation Grant issued by the California Community College Chancellor's Office to Coastline Community College in Orange County, California.

**SynEd's Project Lead:** Scott Young - Director

Scott has been providing results-based technology and operational solutions to higher education and fortune 100 companies for over 25 years. He has also been actively involved in workplace education for the past 15 years supporting companies with competency-based curriculum design and assessment.

## *SynED's Signature Project Management*

---

This project will follow the SynED continual quality cycle of implementation. We bring technical expertise, key industry relations, and experience with implementing various projects for community colleges.

One key issue we stress is the importance of building in a **quality control feature** for the future. Like community colleges in general, we plan for stability and future value.

This proposal identifies the **details, scope and timing** of each phase and provides a total cost breakout for executing each sub-project.

We remain available and accessible to help the College of the Canyons implement and maintain this project.

## Project Profile

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This section provides a detailed description of the components being implemented, the configuration, customizations, and graphic requirements in the project.

### ***The Project Background***

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This project is in direct response to a need realized from research done in the Orange County Region. Various sub-projects in this project are designed to support a strong offering of ITIS programs from high school through Community College. Awareness and education are key to answering the demand evident in the ICT sector.

### ***Project Component: ITF Curriculum Development***

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This course is being developed as an introductory first level course for individuals seeking an entry into IT/Cybersecurity related certifications. CompTIA has identified the IT Fundamentals certification as foundational, providing student with broad and basic information needed to pursue employment in these sub-sector jobs. With the assistance of faculty from the Orange County Region, this course will be collaboratively developed and provide an entry point for students entering community colleges across the Orange County Region. Because of the foundational nature of the course, development will also center upon utilization of the course as providing a “dual enrollment” vehicle where the course can be taught to high school students at their own schools and receive college credit for taking and passing the course.

The primary motivation for this project is that it will provide a new foundational course designed to provide a broad foundation of knowledge for students seeking to follow a career pathway that focuses on both the benefits of academic credentials and industry recognized certifications. As detailed in diagram that defines CompTIA’s series of industry certifications, the IT Fundamentals certification will enable students to have a base of knowledge necessary to achieve other professional certifications. That diagram is available at:

<https://drive.google.com/open?id=1ipOY2jB6hF14cOIkeNuxziFrDTFaMIxB>

In February 2018, CompTIA announced its plans to release a new version of the exam required to obtain its IT Fundamentals certification. The “draft” exam objectives for this new exam were released last week and are available at:

<https://drive.google.com/open?id=1CpBFP1-zJL1mwr7Z1FaxB13niWLdrFAW>



The new exam objectives are substantially different from the current objectives in that they include content that reflects changes in the information technology field, bringing forward general content in the following areas:

- Software Development Concepts
- Database Fundamentals
- Cybersecurity
- Cloud Computing

As detailed above this updating provides an opportunity for the creation of a new course that can be added to course offerings at the Region's community colleges as well as their feeder high schools under a "dual enrollment" arrangement.

Deliverables:

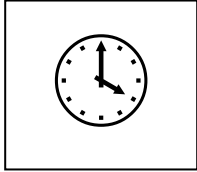
- An authored supplement to the current IT Fundamentals e-textbook, updating its current content to the level of the new exam objectives that will include expanded content for the new exam.
- New quizzes, exams, and labs that expand existing content to cover changes in the exam objectives.
- New virtual labs designed to operate in the Region's existing NetLabs+ virtualized framework, enabling use of this learning system that is strongly supported with Regional funding.
- Project report on students participating in the program, including success in attaining industry certifications, and continuance in higher level classes and related certifications. This information will be provided by participating colleges and compiled into a summary report for the project.



## RSCCD's Investment

This is a fixed bid project. SynEd makes every attempt to be as accurate and professional as possible in the bidding process. Should the scope or requirements of this project change, whether by customer request or by items uncovered by SynEd, SynEd will issue a request for a change order which must be approved by customer before proceeding.

Task	Amount	Notes
Learning Content Development	<b>\$20,000.00</b>	Faculty contracts as directed by Tobi West
Faculty Train-the-Trainer Course	<b>\$15,000.00</b>	(3-Day, with \$1,000 Stipend) (estimating 10 instructors)
Purchase New Series of Vouchers	<b>\$12,500.00</b>	(500 @ \$25/voucher)
Project Management & Oversight	<b>\$25,000.00</b>	
<b>Total Cost</b>	<b>\$72,500.00</b>	



## Preliminary Project Schedule

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

### ***Sign Letter of Engagement***

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**Client** will provide an executed contract on or before **April 1, 2018**.

### ***Commence work on project***

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

### ***Final Deliverable***

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The project will be delivered on or before

**June 30, 2019.**

NOTE: Delays in getting content or approvals will cause these proposed dates to be extended by the length of the delay.



## Appendix A

### ABOUT SYNED

SynED is a non-profit organization providing higher education professional services to facilitate development of new models of curriculum delivery, industry alliance and service in an increasingly complex and rapidly changing environment.

Our network of professionals provides services and support to help you get things done that your staff and faculty do not have the expertise or bandwidth to do. We help you leverage your existing resources and initiatives while adding the people, processes and technology needed to achieve your goals and maximize your outcomes.

We identify emerging best practices for effective articulation between employers, jobseekers and education providers. We identify issues, processes and technologies based on evidence and identify goals and objectives that meet the needs of your stakeholders.

#### **Our Current Projects and Initiatives include:**

- Managing Business Processes
- Project Management
- Program Marketing and Outreach
- Advisory Panels Round Tables and Focus Groups
- Case Studies and Advisory Reports
- Environmental Scans and Needs Assessments
- Micro Credential Implementation
- Vendor Capabilities Assessment and Specification
- Professional Development
- Communication and Marketing Analysis
- Scholarship Development
- EdTech proof of concept development

STATE OF CALIFORNIA

ELOY ORTIZ OAKLEY, CHANCELLOR

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

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



October 21, 2017

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

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

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

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

**INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)**

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

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

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

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

**HOW DO I SEEK OUT THE MATCH?**

## EXHIBIT B

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

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

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

QUESTIONS can be directed to [ispics@cccco.edu](mailto:ispics@cccco.edu)

## **APPENDIX A**

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Chancellor's Office, California Community Colleges

### **GRANT AGREEMENT**

#### **ARTICLE I**

#### **The Workforce and Economic Development Program CTE Data Unlocked Grant**

**Program-Specific Legal Terms and Conditions**  
(Effective January 15, 2016)

#### **ARTICLE II**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Sub-Agreement between RSCCD and SynED for the Industry Sector Projects in Common (ISPIC) - Orange County Region - Information Communications Technology (ICT) Sector National Cyber League (NCL) Voucher Management Project funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's Career Technical Education (CTE) Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with Career Technical Education Data Unlocked Initiative implementation partners.

**ANALYSIS**

The California Community Colleges Chancellor's Office has directed each of the ten, statewide Sector Navigators to develop Industry Sector Projects in Common (ISPIC) with college partners, who will commit matching investments of Strong Workforce Program or other funds to implement projects featuring industry validated best practices, content, and/or models. A sub-agreement (DO-17-2220-211) has been developed for SynED to implement one of the approved ISPIC projects: the Orange County Region - ICT Sector NCL Voucher Management project.

**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: \$74,075.00 (grant-funded)	Board Date: June 11, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 11<sup>th</sup> day of June, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **SynED** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPICS), the Orange County Region - ICT Sector NCL Voucher Management project**, hereinafter “Project,” which is supported by Grant, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. Statement of Work

SUBCONTRACTOR agrees to perform the work for the approved ISPICS Information Technology Readiness & Cybersecurity Competitions project through the Scope of Work, Exhibit A, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from April 1, 2018 through June 30, 2019. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$74,075.00 USD.

4. Budget

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

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program 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 above under Article I.3. Total Cost.

7. Invoices

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

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

8. Reporting

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

9. Expenditure of Grant Funds

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

10. Independent Contractor

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

11. Subcontract Assignment

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

12. Record Keeping

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

13. Audit

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

14. Mutual Indemnification

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

15. Termination

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

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

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

**RSCCD:**

**Primary Contact:**

Rancho Santiago Community College District  
Sarah Santoyo, Executive Director of Resource Development  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto: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](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Scott Young  
SynED  
2060-D Avenida de Los Arboles, Suite 771  
Thousand Oaks, CA 91362  
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**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

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

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

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: SynED

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

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

Board Approval Date: June 11, 2018

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

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14 (*NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.*)

**SynED**

2060-D Avenida de Los Arboles  
Suite 771  
Thousand Oaks, CA 91362

**Scott Young**

(310) 613-4534  
[syoung@SynEd.com](mailto:syoung@SynEd.com)  
[www.SynEd.com](http://www.SynEd.com)



# **P R O P O S A L**

## **ORANGE COUNTY REGION – ICT SECTOR NCL VOUCHER MANAGEMENT**

Prepared for:

### **Steve Linthicum, JD, CISSP**

#### **Rancho Santiago Community College District**

2323 North Broadway, Suite 350

Santa Ana, CA 92706

P (714) 480-7466 E [linthicum\\_steve@rsccd.edu](mailto:linthicum_steve@rsccd.edu)

**Proposal Issued:**

March 29, 2018

### Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of SynED. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.





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## Executive Summary

SynED is pleased to submit this proposal to the Rancho Santiago Community College District to implement a support project for the Orange County Region, ICT-DM Sector initiative.

The purpose of this proposal is to expand community college student participation in “capture the flag” cybersecurity competitions that are developed by the National Cyber League, a non-profit organization, designed to provide a competition that broadens the qualifications enabling college students who are not fulltime to participate (CCDC competitions limited to full-time students). SynED will provide administrative support to purchase, distribute and track competition vouchers and provide outcome reporting at the end of the competition cycle.

Our team has **deep expertise** in managing projects like this and will work closely with Steve Linthicum, the Orange County Region ICT-DM Deputy Sector Navigator, to ensure that quality, qualified specialists are used to execute the tasks contained in the scope of this project.

It is important to understand that successful regional projects are multifaceted and require a number of components. We leverage quality, turn-key components for infrastructure services to help ensure that your foundation is trouble free and sustainable. SynED then helps you focus on the core elements of your program that make it relevant to the needs of your business community and local population in general.

What this means for you:

**No start up time.** We are ready to start on Day One. From our experience, we will save your staff a significant amount of startup time to understand the technical issues, the challenges, and, most importantly, how to set up a digital badging that can sustain relevance over time.

**We believe in the mission of the California Community Colleges.** We have deep experience and first-hand knowledge of the mission and purpose of the college. We bring our enthusiasm and professionalism to your local employers as an ambassador for your brand. We ourselves have worked in education and industry. We can serve as a bridge between the college and the local employer community.

**You will gain significant cost efficiencies.** Because of the research work already done, there will be cost savings to the college. Contract dollars will go further and your internal team will gain the value of preparation work already done. As a result, the college will be up and running with a project that will bring value in this calendar year.

# Project Definition

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

## Project Management

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All successful projects have defined personnel in responsible roles. This project will have the following individuals as project managers:

**RSCCD Project Lead:** Steve Linthicum

Steve recently accepted the role as Deputy Sector Navigator (ICT/Digital Media) for the Orange County Region, after retiring from his role as a tenured faculty member at Sierra College in Rocklin, California, in June 2017. Additionally, Steve's responsibilities are being expanded to serve as a Co-Project Director for the Cybersecurity Apprenticeship Innovation Grant issued by the California Community College Chancellor's Office to Coastline Community College in Orange County, California.

**SynEd's Project Lead:** Scott Young - Director

Scott has been providing results-based technology and operational solutions to higher education and fortune 100 companies for over 25 years. He has also been actively involved in workplace education for the past 15 years supporting companies with competency-based curriculum design and assessment.

### ***SynED's Signature Project Management***

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This project will follow the SynED continual quality cycle of implementation. We bring technical expertise, key industry relations, and experience with implementing various projects for community colleges.

One key issue we stress is the importance of building in a **quality control feature** for the future. Like community colleges in general, we plan for stability and future value.

This proposal identifies the **details, scope and timing** of each phase and provides a total cost breakout for executing each sub-project.

We remain available and accessible to help the College of the Canyons implement and maintain this project.

## Project Profile

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This section provides a detailed description of the components being implemented, the configuration, customizations, and graphic requirements in the project.

### ***The Project Background***

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The primary motivation for this project is that (1) it will help promote and increase in the number of students entering the pipeline for cybersecurity training because of general student interest that will result from the competitive aspects of the National Cyber League competition rounds, and (2) increase student success for entry into this “high wage – high demand” field, based upon the hands-on learning opportunities provided through this program’s competition.

Multiple college participation includes the ability to establish competition events at the county level utilizing this platform, having teams from different colleges compete against each other. Unfortunately, because of limitations on access, our community college students are unable to participate as contestants in the CyberPatriot competitions (limited to middle school and high school students), and National Collegiate Cyber Defense competitions (limiting to full-time undergraduate students who can compete during their 4 years of college). This limitation served as a basis for the creation of the National Cyber League with its relaxed set of qualifying rules.

All community colleges in the Region have been asked to participate. Those providing potential student at this time are:

- Coastline
- Cypress
- Santa Ana
- Santiago Canyon
- Irvine Valley
- Fullerton
- Saddleback

Additionally, through a piloting effort between Coastline and Troy High School, the program will be widened to include high school students who are involved in taking a college course developed by Coastline for individual students who have proven effectiveness as participants in the CyberPatriot program. The hope is to widen this pilot to include additional high school students from across Orange County, further strengthening pathways efforts.

***Project Component: NCL Voucher Management***

National Cyber League competitions contain two distinct seasons. For the “Fall Season” there are two segments. The first involves individual competition where each student competes individually. This individual competition is designed to measure both the strengths and weaknesses of individual performance. The second segment involves “team competition” where groups of students from each educational institution will be assigned to a specific team (with a maximum team size of 5 students), and each team will be responsible for team member collaboration and group work. Teams from each educational institution will compete against teams from their college as well as teams from across the region. Competition for the “Spring Season” mirrors this structure but different competition content is provided.

Since project success is contingent upon instructor “buy-in” making competition activities part of the graded courses, during the summer of each identified academic year, a workshop will be provided to instructors, enabling them to participate in the sort of competition activities their students will participate in. These faculty development workshops will help instructors gain a better understanding of how NCL can be incorporated into their classes, improve student learning outcomes, and increase course enrollments by incorporating hands-on competitions into their course content.

Expected NCL Voucher Distribution and Usage:

District/College	Supervising Administrator	Faculty Contact	Number of Anticipated Participating Students (Fall 2018)	Number of Anticipated Participating Students (Spring 2018)
Coast CCD				
Coastline Community College	Nancy Jones	Tobi West	45	70
Golden West College	Chris Whiteside		N/A	N/A
Orange Coast College	Ronald Johnson	William Saichek	N/A	N/A
North Orange County CCD				
Cypress College	Henry Hua	Ben Izadi	50	50



Fullerton College	Dale Craig	Anne Carlin	50	50
School of Continuing Education			N/A	N/A
Rancho Santiago CCD				
Santa Ana College	Bart Hoffman	Nicholas Quach	50	50
Santiago Canyon College	Elizabeth Arteaga		40	40
South Orange County CCD				
Irving Valley College	Traci Fahimi	Michael Salviani	25	25
Saddleback College	John Jaramillo	Tom DeDonno	50	50

Reporting of Expected Outcomes:

SynED will produce a Voucher distribution and usage report along with any SWP related metrics provided by each college as indicated below.

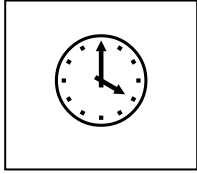
- Increase enrollments in existing classes through the utilization of a gamification form of learning content designed to attract students with the utilization of a competitive component structure that is designed to enhance student learning.
- Increase recognition of college programs that focus on cybersecurity, through communication efforts designed to increase public awareness of the programs through announcements that relate to specific competition activities.
- Provide instructors with learning content that can be easily incorporated into their existing courses and are designed to peak the interests of students in cybersecurity as a profession attainable by obtaining a series of recognized industry certifications.
- Provide students with the opportunity to develop, through hands-on training, employable skills utilizing cybersecurity techniques and tools recognized as essential abilities of cybersecurity professionals.



## RSCCD's Investment

This is a fixed bid project. SynEd makes every attempt to be as accurate and professional as possible in the bidding process. Should the scope or requirements of this project change, whether by customer request or by items uncovered by SynEd, SynEd will issue a request for a change order which must be approved by customer before proceeding.

Task	Amount	Notes
645 Nation Cyber League Vouchers	<b>\$22,575.00</b>	\$35/each
Funding allocation to SoCalCCCC for Participation in Competition Program Expansion	<b>\$5,000.00</b>	
Faculty Meetings - Competition Incorporation as an Academic Activity	<b>\$3,500.00</b>	
Fall and Spring OC Finals Competition	<b>\$8,000.00</b>	
Project Management & Oversight	<b>\$35,000.00</b>	
<b>Total Cost</b>	<b>\$74,075.00</b>	



## Preliminary Project Schedule

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

### ***Sign Letter of Engagement***

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**Client** will provide an executed contract on or before **April 1, 2018**.

### ***Commence work on project***

---

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

### ***Final Deliverable***

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The project will be complete on or before

**June 30 2019.**

NOTE: Delays in getting content or approvals will cause these proposed dates to be extended by the length of the delay.



## Appendix A

### ABOUT SYNED

SynED is a non-profit organization providing higher education professional services to facilitate development of new models of curriculum delivery, industry alliance and service in an increasingly complex and rapidly changing environment.

Our network of professionals provides services and support to help you get things done that your staff and faculty do not have the expertise or bandwidth to do. We help you leverage your existing resources and initiatives while adding the people, processes and technology needed to achieve your goals and maximize your outcomes.

We identify emerging best practices for effective articulation between employers, jobseekers and education providers. We identify issues, processes and technologies based on evidence and identify goals and objectives that meet the needs of your stakeholders.

#### **Our Current Projects and Initiatives include:**

- Managing Business Processes
- Project Management
- Program Marketing and Outreach
- Advisory Panels Round Tables and Focus Groups
- Case Studies and Advisory Reports
- Environmental Scans and Needs Assessments
- Micro Credential Implementation
- Vendor Capabilities Assessment and Specification
- Professional Development
- Communication and Marketing Analysis
- Scholarship Development
- EdTech proof of concept development

STATE OF CALIFORNIA

ELOY ORTIZ OAKLEY, CHANCELLOR

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

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



October 21, 2017

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

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

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

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

**INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)**

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

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

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

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

**HOW DO I SEEK OUT THE MATCH?**

## EXHIBIT B

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

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

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

QUESTIONS can be directed to [ispics@cccco.edu](mailto:ispics@cccco.edu)

## **APPENDIX A**

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Chancellor's Office, California Community Colleges

### **GRANT AGREEMENT**

#### **ARTICLE I**

#### **The Workforce and Economic Development Program CTE Data Unlocked Grant**

**Program-Specific Legal Terms and Conditions**  
(Effective January 15, 2016)

#### **ARTICLE II**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Sub-Agreement between RSCCD and Riverside Community College District for the Industry Sector Projects in Common (ISPIC) – Global Digital Marketing funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

**ANALYSIS**

The Chancellor's Office has allocated funds for each of the ten priority and emerging industry sectors in the state to support Industry Sector Projects in Common (ISPIC) that focus on developing industry-informed career pathways that prepare students for jobs needed within regional labor markets. A sub-agreement has been developed for Riverside Community College (DO-17-2220-212) to implement an ISPIC project, Global Digital Marketing project, approved by the Chancellor's Office.

**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: \$100,000 (grant-funded)	Board Date: June 11, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 11<sup>th</sup> day of June, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Riverside Community College District** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPIC), the Global Digital Marketing project**, hereinafter “Project,” 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 for the approved ISPIC, the Global Digital Marketing project, 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, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. All funds received by the SUBCONTRACTOR to implement the project must be expended by June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$100,000.00 USD.

4. Budget

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

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program 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 above under Article I.3. Total Cost.

7. Invoices

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

Rancho Santiago Community College District  
ATTN: Sarah Santoyo  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if requested or 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 services provided hereunder are rendered in its capacity

as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

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 or RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to the PRIME SPONSOR or RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

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

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 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto: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](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Jeffrey Williamson, Sector Navigator/Global Trade  
Riverside Community College District  
3801 Market Street  
Riverside, CA 92501  
(951) 571-6458, [jeff.williamson@rccd.edu](mailto:jeff.williamson@rccd.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. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

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

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

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *Riverside  
Community College District*

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

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

Board Approval Date: June 11, 2018

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

List of Exhibits

Exhibit A: Work Plan/Scope of Work

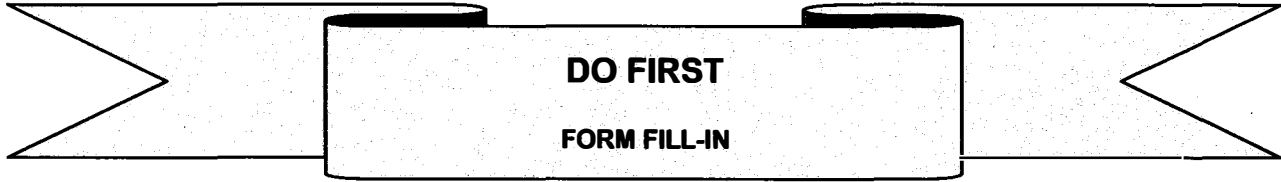
Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14

*(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.)*

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee): Riverside CCD

COLLEGE: Riverside Community College District

PROJECT: Global Digital Marketing

FISCAL YEAR: 2017-18

RFA NUMBER: N/A

FUNDING SOURCE: INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC) -  
STRONG WORKFORCE

PROJECT BUDGET: \$ 100,000

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Digital Marketing

DISTRICT: Riverside CCD

COLLEGE: Riverside Community College District

RFA NUMBER: N/A

**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 100%
			\$ 100,000	\$ 100,000
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 38,954	\$ 55,000
3000	EMPLOYEE BENEFITS	3	\$ 16,100	\$ 21,840
4000	SUPPLIES AND MATERIALS	4	\$ 600	\$ 20,000
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 40,500	\$ 5,000
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
<b>TOTAL DIRECT COSTS:</b>		8	\$ 96,154	\$ 101,840
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		9	\$ 3,846	
<b>TOTAL COSTS:</b>		10	\$ 100,000	\$ 101,840

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

**Project Director:**

Name: Jeffrey Williamson

Title: Sector Navigator Global Trade/ CITD

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

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

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

Name: Aaron Brown

Title: Vice Chancellor, Business and Administration

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

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

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Digital Marketing

DISTRICT: Riverside CCD

COLLEGE: Riverside Community College District

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	Upload Global Digital Marketing Modules and allow for download by interested faculty	provide a secure system to allow faculty to view and download curriculum modules	Spring 2019	Project Manager
1.5	Provide a guide to careers, job descriptions, and skills-in demand for interested students	Provide a menu of information about jobs, business opportunities, and skills needed to succeed in global digital marketing	Fall 2018	Project Manager
1.6	Deliver Global Digital Marketing Program seminars to active local businesses	Evidence of organizing and supporting more than 4 series of seminars to reach over 200 small businesses in the State	Fall 2018	Project Manager

5.4 (11)

EXHIBIT A

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Digital Marketing

DISTRICT: Riverside CCD

COLLEGE: Riverside Community College District

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 2

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Develop registration process for students interested in participating in the SCPPro Fundamentals supply chain management certification program.	Develop program registration process and website information	Fall 2018	DSN-GT Project Marketing Coordinator
2.2	Update program webpages with appropriate information for participating regions.	Develop program website information for each participating region.	Fall 2018	DSN-GT Project Marketing Coordinator
2.3	Disseminate certification program to regions/colleges that initially selected to participate in this program.	Evaluate dissemination plan and increase college participation by at least 10%.	Fall 2018	DSN-GT

5.4 (12)

EXHIBIT A



**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Digital Marketing

DISTRICT: Riverside CCD

COLLEGE: Riverside Community College District

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 4

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Students with the acquired certifications will be encouraged to participate in industry related events to take advantage of networking opportunities with employers.	Quarterly events with partners will be promoted to student participation.	Fall 2018 Spring 2019	DSN-GT Project Marketing Coordinator
4.2	Students will be provided with complementary information and work readiness skills presentations and access to work experience opportunities.	Quarterly presentations on work readiness skills will be offered to students by participating colleges.	Spring 2019	DSN-GT Project Marketing Coordinator
4.3	Program participants will be updated about regional sector-related events through website pages and calendar and encourage student participation.	Increase number of students attending industry and partner events for networking opportunities and professional development.	Fall 2018 Spring 2019	DSN-GT Project Marketing Coordinator

5.4 (13)

EXHIBIT A

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

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



October 21, 2017

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

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

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

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

**INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)**

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

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

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

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

**HOW DO I SEEK OUT THE MATCH?**

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

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

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

QUESTIONS can be directed to [ispics@cccco.edu](mailto:ispics@cccco.edu)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: June 11, 2018
Re: Approval of Sub-Agreement between RSCCD and California State University Fullerton - Auxiliary Services Corporation for the Strong Workforce Program Regional Funds Initiative	
Action: Request for Approval	

**BACKGROUND**

Through the Strong Workforce Program Trailer Bill, the state allocated funds to community colleges to support collaborative regional work to improve the quality of career technical education programs (CTE), and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

**ANALYSIS**

Santiago Canyon College will collaborate with California State University Fullerton – Auxiliary Services Corporation to implement the *Careers in Education Pathway Collaborative Project* to establish articulated and dual-enrollment pathways from K-12 to postsecondary education. Students will build skills in an integrated standards-based academic and career relevant sequenced curriculum focused on career technical education/science, technology, engineering, and math (STEM) educational pathways to allow for early entrance into employment as paraprofessionals and culminates in a post-baccalaureate teaching credential. These skills are a significant part of preparing students for employment in CTE/STEM career sectors to meet regional outcomes of the Strong Workforce Program regional initiative.

The enclosed sub-agreement (#DO-17-2225-33) outline the terms of the project. The cost shall not exceed \$50,000.00 and the term of the project is July 1, 2018, through December 31, 2018.

The project director is Janis Perry, Faculty Facilitator of Pathways to Teaching Program, and the project administrator is Ruth Babeshoff, Dean of Counseling.

**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)	Board Date: June 11, 2018
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	

**SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CALIFORNIA STATE UNIVERSITY FULLERTON  
AUXILIARY SERVICES CORPORATION  
FOR THE  
STRONG WORKFORCE PROGRAM – REGIONAL FUNDS INITIATIVE  
ORANGE COUNTY REGION**

This sub-agreement (hereinafter “Agreement”) is entered into on this 11<sup>th</sup> day of June 2018, between Rancho Santiago Community College District (hereinafter “FISCAL AGENT”) and California State University Fullerton Auxiliary Services Corporation (hereinafter “SUBCONTRACTOR”). FISCAL AGENT and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement. This Agreement is based on the Strong Workforce Program - Regional Funds Initiative agreement between the FISCAL AGENT and the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”).

WHEREAS, the Rancho Santiago Community College District was designated as the FISCAL AGENT for the Strong Workforce Program – Regional Funds Initiative for the Los Angeles and Orange County region and is responsible for distributing funds to the community college districts within the region following certification of the regional plans by the Regional Consortia, and is responsible for monitoring the work of the Agreement for compliance with the terms and conditions of the funds, as delineated in the FISCAL AGENT’s Scope of Work; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Statement of Work  
SUBCONTRACTOR agrees to implement the work as described in the Scope of Work (**Exhibit A**), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. Period of Performance  
The period of performance for this Agreement shall be from July 1, 2018, through December 31, 2018.
3. Total Cost  
The total cost to FISCAL AGENT for performance of this Agreement shall not exceed **\$50,000.00** USD, to be funded by the Strong Workforce Program Regional Initiative – *Careers in Education Pathway Collaborative Project*.

4. Budget

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Project Budget (**Exhibit B**), which by reference is incorporated into this Agreement.

5. Payment

Upon execution of this Agreement, no more often than once per quarter, and upon receipt and approval by FISCAL AGENT of SUBCONTRACTOR's itemized invoice requesting payment of eligible expenditures, FISCAL AGENT shall make reimbursement payments. Payment to SUBCONTRACTOR shall not exceed the amount listed under "Total Cost" in the Agreement.

6. Invoices

SUBCONTRACTOR must submit itemized invoices and appropriate back-up documentation for expenditures submitted for payment. Final payment is contingent upon successful completion (or very significant progress towards completion) of Scope of Work as described in **Exhibit A**. SUBCONTRACTOR shall submit invoices on or before October 10<sup>th</sup> (quarter 1) and January 10<sup>th</sup> (quarter 2). Invoices must include the Agreement number (refer to footer), and should be submitted to the following address:

Santiago Canyon College  
ATTN: Janis Perry, Project Director, Careers in Education Pathway Collaborative  
8045 East Chapman Avenue  
Orange, CA 92869

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, upon request, for the duration of the Agreement. Reports are due on a quarterly basis as follows: September 30<sup>th</sup> and December 31<sup>st</sup>. If the report due date falls on a weekend or holiday, the report will be due the day before the due date. SUBCONTRACTOR will submit reports to the Project Director via email at [Perry\\_Janis@scccollege.edu](mailto:Perry_Janis@scccollege.edu) in a timely manner.

8. Expenditure of Funds

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

9. Time Extensions

FISCAL AGENT will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **December 31, 2018**.

10. Independent Contractor

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

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (**Exhibit A**), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by FISCAL AGENT. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to FISCAL AGENT copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

12. Rules for Deliverables

- A. Any document or written report prepared in whole or in part by Parties shall reference the Strong Workforce Program relating to the preparation of such document or written report.
- B. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).
- C. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of five (5) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

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

15. Insurance

The Parties are self-insured public entities for the purposes of professional liability, general liability and workers' compensation. Each Party warrants that through its program of self-

insurance it has adequate liability, general liability and workers' compensation to provide coverage for liabilities arising out of the Parties performance of this contract.

16. Mutual Indemnification

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

17. Termination

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

The obligations of FISCAL AGENT under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the FISCAL AGENT Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, FISCAL AGENT shall provide SUBCONTRACTOR with written notification of such determination, and FISCAL AGENT shall reimburse SUBCONTRACTOR for costs incurred for the completion of the work described in **Exhibit A**, including without limitation, all non-cancelable obligations incurred through the date of termination.

18. Disputes

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

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



19. Notices

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

**FISCAL AGENT:**

Rancho Santiago Community College District

**Primary Contact:**

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

Santiago Canyon College  
ATTN: Janis Perry, Project Director, Careers in Education Pathway Collaborative  
8045 East Chapman Avenue  
Orange, CA 92869  
(714) 628-4779; Perry\_Janis@sccollege.edu

**SUBCONTRACTOR:**

CSU Fullerton Auxiliary Services Corporation

**Primary Contact:**

California State University, Fullerton  
Department of Educational Leadership  
Dr. Daniel Choi, Assistant Professor  
P.O. Box 6868, CP-520-07  
Fullerton, CA 92834-6868  
(657) 278-3903; dchoi@fullerton.edu

**Fiscal Agent:**

Sydney Dawes  
Director of Sponsored Programs  
(657) 278-4103; SDawes@fullerton.edu

**Grant Administrator:**

Ingrid Thompson  
Special Projects Administrator  
(657)278-4110; IThompson@fullerton.edu

Office of Sponsored Programs  
1121 N State College Blvd  
Fullerton, CA 92831-3014

20. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

21. Waiver

Any waiver by FISCAL AGENT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping FISCAL AGENT from enforcing the terms of this Agreement.

22. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

23. Amendments

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

As the Agreement is contingent upon the availability of funds, and is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, FISCAL AGENT may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

24. Assurances

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill, and with the guidance documents provided by the California Community College Chancellor's Office, as set forth and incorporated into this Agreement by reference.

By signing this Agreement the SUBCONTRACTOR certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Project-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

25. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: CSU Fullerton  
Auxiliary Services Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Peter J. Hardash  
Vice Chancellor

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

Title: Business Operations/Fiscal Services

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

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

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

Board Approval Date: June 11, 2018

95-2081258  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A	Scope of Work/Workplan
Exhibit B	Project Budget
Exhibit C	Guidelines, Definitions and Reasonable Standards for SWP
Exhibit D	Trailer Bill Language for Strong Workforce Program ( <a href="#">link</a> )

**EXHIBIT A**

**California State University, Fullerton – OC Careers in Education Pathway Work Plan: July 1, 2018 – December 31, 2018**

Requirement	Activities to meet requirement	Timeframe	Person(s) responsible	Metrics/ major outcomes
<b>Student Success</b>				
Increase future teacher student matriculation from high school to college	Schedule campus visits and information sessions with current faculty in Science and Math Education	July '18- Dec. '18	Coordinator and Science Ed Faculty	Attendance sign-in and feedback forms.
Increase community college future student persistence and success	Plan to have CSUF Center for Careers in Teaching (CCT) will partner with community college campuses to provide information and provide resources to academically plan for transfer. The CCT will also visit campuses to meet students in person, and will introduce CC students to CSUF candidates further along in the pathway.	July '18- Dec. '18	PI, Program Specialist and CCT	There will be monthly meetings scheduled between partners and program staff to begin the conversation about activities for outreach and transfer/ transition plans and establishing a system to track students who enter the pipeline, from high school to CC to CSUF.
Provide pre-professional development activities for future teacher students	<p><b>Planning for STEM Summer Institute 2019.</b> The program will incorporate 5 key elements/activities, where CSUF will:</p> <ul style="list-style-type: none"> <li>• Offer/Enroll students in a CSU/community college jointly credited class focused on science teacher education.</li> <li>• Offer participants in STEM activity trainings via JPL/NASA education program leading to a certificate;</li> <li>• Coordinate and provide work experience in After-School programs leading to STEM activities for elementary and middle school youth at area after school employers;</li> <li>• Provide tutoring for student participants,</li> <li>• Provide learning materials in the training</li> </ul> <p>The program will be held on the CSU Fullerton campus.</p>	July '18- Dec. '18	PI, Program Specialist	In monthly meetings, a standing agenda item will be time devoted to plan out summer institutes. With joint efforts with Santa Ana College, Fullerton College, and Santiago Canyon College, interested students in the Pathway to Teaching program

5.5 (10)

**EXHIBIT A**

Requirement	Activities to meet requirement	Timeframe	Person(s) responsible	Metrics/ major outcomes
<b>Career Pathway</b>				
Develop Partnerships w/ local high schools/ ROPs to design efficient careers in education pathways from high school to college	We are in unique situation where we have been invited to pilot a broader workforce set of lessons for a class with a credit recovery program in the Fullerton Joint Union High School District. The students who have transferred over to CSUF, and have joined our on-campus Extended CSUF support program, will have extended opportunities to gain classroom teaching experience by participating in this pilot.		PI/ Program, Specialist	
Develop Partnerships with campus departments and transfer universities to design efficient careers in education Pathways with certificates and degrees	Developing Recruitment plan with CCs to Offer/Enroll students in a CSU/community college jointly credited class focused on science teacher education during the Summer STEM Institute on campus at Cal State Fullerton	July '18 – Dec '18	PI/ Program, Specialist	Recruitment plan will be developed by end of July 2018 and plans to review and revise plan throughout fall 2018
<b>Curriculum Development</b>				
Develop College coursework necessary for an efficient careers in education pathway	<p>Work collaboratively w/ faculty in the College of Natural Sciences and Math.</p> <p>Work to provide more work-based learning component in content courses in the 102 Science for Educators courses.</p> <p>Offer/Enroll students in a CSU/community college jointly credited class focused on science teacher education during the Summer STEM Institute</p>	July '18 – Dec '18	PI, Graduate Students CSUF/ NSM faculty	3 meetings scheduled between spring, summer and fall 2018 to engage in development work of enhancing courses that could incorporate work-based learning components.
Develop College certificates that can lead to early entry level employment in the field of Education				
Assist in the development of high school pathway curriculum				

5.5 (11)

**EXHIBIT A**

Requirement	Activities to meet requirement	Timeframe	Person(s) responsible	Metrics/ major outcomes
Work to articulate High School pathway courses with college pathway courses and or offer courses for dual enrollment				
<b>Job/ Career Readiness</b>				
Provide Early work-based Learning experiences	Work in conjunction with Anaheim YMCA/ Achieves to provide a classroom environment, during their after-school programming- so that program students from CSUF can deliver first supervised classroom teaching experience. Summer STEM Institute students will engage in experiential learning, teaching elementary aged students in after-school programs during the 7 week Summer STEM Institute. Work on developing an instrument for observation and feedback for instructors.	July '18 – Dec '18		By summer 2018, a pilot observation tool will be developed, for feedback to students teaching at this early level.
Provide job placement in entry level employment in the field of Education	Plan to establish a Memorandum of Understanding that would articulate the terms for the Anaheim YMCA to hire, as a paid position, qualified candidates from CSUF program, to serve as program teaching leads.	July '18 – Dec '18	PI; Two CSUF Faculty	Summer and fall meetings in 2018 with Anaheim YMCA staff to establish formalized details for hiring our program students for entry level jobs in the after-school programs
Regularly collaborate with other community colleges in region identify key partners regularly collaborate with institutions for higher education common to student transfer	PI and program specialist will collaborate to design instructional content and activities that plan to be used for students who are at the CCs and those who recently transferred to CSUF from the program. The activities and their underlying learning goals are detailed in a document attached to this report. Additionally the partnership established w/ JPL/NASA educators will join the team (from the CCs, CSUF and JPL) in creating the activities for the program.	July '18 – Dec '18	PI, Graduate Students; program specialists; tutors; JPL/NASA	

5.5 (12)

## 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.



## Exhibit C

- **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**

<b>Allocation</b>	<b>Indirect Cost Rate (Total Direct Costs)</b>
<b>60% Local Share</b>	4%
<b>40% Regional Share</b>	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

## Exhibit C

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.cccco.edu/StrongWorkforce.aspx>

<b>Recipients of Local or Regional Share Funding Shall</b>	<b>Plans for Local or Regional Share Funding Shall Address</b>
<p><b>Be a member of a consortium</b> [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)])</p>	<p>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)]</p>
<p><b>Work with other members of the consortium to create and submit a plan to the chancellor by January 31, 2017</b> [EC§88824 (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).</p>	<p>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)]</p>
<p><b>Collaborate:</b> [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.</p>	<p>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)] <a href="http://doingwhatmatters.cccco.edu/portals/6/docs/sw/2016_11%20Workforce_Task_Force_Implementation%20Recommendations%20Version%201.pdf">http://doingwhatmatters.cccco.edu/portals/6/docs/sw/2016_11%20Workforce_Task_Force_Implementation%20Recommendations%20Version%201.pdf</a></p>
<p><b>LMI Data:</b> [EC§88824(d)(4)] 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).</p>	<p><b>Local Investment Shall:</b> Provide Evidence of Demand for Workers within the funded CTE Program or Across Multiple Programs</p> <ul style="list-style-type: none"> <li>• Identify geography and occupations targeted</li> <li>• Identify demand and supply and gap Cite source of Labor Market Information</li> </ul>

## Exhibit C

<p><b>Local Investment Planning Efforts:</b>  <i>[EC§88823(f)]</i> 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.</p>	<p><b>Regional Investment Shall --</b> <i>[EC 88823(b)(3-7)]</i> review for the following:</p> <ul style="list-style-type: none"> <li>Summary of Local Share Investments by Sector</li> <li>Regional/Sub Regional Labor Market Information</li> <li>Supply &amp; Demand Table with Living Wage Occupations</li> <li>Other Establish Questions &amp; Agenda for Collaborative Regional Planning</li> <li>Are priority and emergent sectors for the region still the same?</li> <li>What more must be done for students to move through the region’s career pathways in the sectors?</li> <li>How will job placement, internships, and regional industry engagement be coordinated?</li> <li>How can industry inform and co-invest in CTE?</li> </ul>
<p><b>Certifications:</b> <i>[EC§88824(d)(5)(A-C)]</i>Community College Districts will certify that the use of funds will meet the intent of the program to accomplish <b>all</b> of the following:</p> <ul style="list-style-type: none"> <li>(A) Increase the number of students in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes.</li> <li>(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.</li> <li>(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.</li> </ul>	<p><b>Regional Share Plan</b> <i>[EC §88823 (h)]</i></p> <p>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.</p>
<p><b>Regional Share Consortium Shall:</b></p> <ul style="list-style-type: none"> <li>• <i>[EC§88824(c)(1) &amp; §88823(b)(1)]</i> each consortium shall select a CCD to be fiscal agent.</li> <li>• <i>[EC§88824(f)]</i> a consortium shall allocate funds only to CCDs.</li> <li>• <i>[EC§88823(b)(2)]</i> a consortium shall establish a governance model for the consortium. Fiscal Resources shall be determined exclusively by the CCDs participating in the consortium.</li> </ul>	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of a Sub-Agreement between RSCCD and Applied Learning Science, LLC for the Strong Workforce Program Regional Funds Initiative	
Action:	Request for Approval	

**BACKGROUND**

Through the Strong Workforce Program Trailer Bill, the state allocated funds to community colleges to support collaborative regional work to improve the quality of career technical education programs (CTE), and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

**ANALYSIS**

RSCCD's Los Angeles and Orange County Regional Consortium (LAOCRC) will collaborate with Applied Learning Science, LLC to support the development of the *Orange County Multi-Sector Concierge Enrollment Program* for the nine community colleges in the Orange County region. Applied Learning Science will design and implement a customized CareerQuest suite to increase student enrollment in Orange County community colleges. Services include: CareerCompass a unique sector-oriented career student assessment tool; CareerNavigator counselors specializing in career education that provide a unique high-tech/high-touch experience that streamlines the career guidance and enrollment processes in response to student inquiries; and a CareerQuest website that links to other elements in the regional marketing plan providing a platform for sector-specific inquiry and career exploration. These services will provide a seamless and integrated approach to connecting students' career interest with programs offered at Orange County community colleges to meet enrollment outcomes of the Strong Workforce Program regional initiative.

The enclosed sub-agreement (#DO-17-2225-34) outline the terms of the project. The cost shall not exceed \$630,780.00 and the term of the project is June 12, 2018, through June 30, 2019.

The project director is Dr. Gustavo Chamorro, Orange County Director, LAOCRC and the project administrator is Dr. Adriene "Alex" Davis, 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: \$630,780.00 (grant-funded)	Board Date: June 11, 2018
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	

**SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
APPLIED LEARNING SCIENCE, LLC**

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

This sub-agreement (hereinafter “Agreement”) is entered into on this 11<sup>th</sup> day of June 2018, between Rancho Santiago Community College District (hereinafter “FISCAL AGENT”) and Applied Learning Science, LLC (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 June 12, 2018, through June 30, 2019.

3. Total Cost

The total cost to FISCAL AGENT for performance of this Agreement shall not exceed **\$630,780.00** USD, to be funded by the Strong Workforce Program Regional Initiative – *Orange County Multi-Sector Concierge Enrollment Program*.

4. Budget

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Project Budget (**Exhibit A**), which by reference is incorporated into this Agreement.

5. Payment

Upon execution of this Agreement, SUBCONTRACTOR may submit an invoice for an advance payment disbursement of twenty percent (20%). No more often than once per month, and upon receipt and approval by FISCAL AGENT of SUBCONTRACTOR's itemized invoice requesting payment of eligible expenditures, FISCAL AGENT shall make reimbursement payments to SUBCONTRACTOR as long as the total payments under this Agreement do not exceed the amount listed above under "Total Cost".

6. Invoices

SUBCONTRACTOR must submit itemized invoices and appropriate back-up documentation on a monthly basis for expenditures submitted for payment. Final payment is contingent upon successful completion (or very significant progress towards completion) of Scope of Work as described in **Exhibit A**. Invoices 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. Reports are due on a quarterly basis as follows: September 30<sup>th</sup>, December 31<sup>st</sup>, March 31<sup>st</sup> and June 30<sup>th</sup>. If the report due date falls on a weekend or holiday, the report will be due the day before the due date. SUBCONTRACTOR will submit reports to the Project Director via email at 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. Time Extensions

FISCAL AGENT will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **June 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. Disputes

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

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by FISCAL AGENT and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, FISCAL AGENT receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of FISCAL AGENT or the PRIME SPONSOR, whichever is the final arbiter of the dispute.



The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. Notices

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

**FISCAL AGENT:**

Rancho Santiago Community College District

**Primary Contact:**

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

Gustavo Chamorro, Ed.D., Orange County Director  
Los Angeles and Orange County Regional Consortium (LAOCRC)  
2323 N. Broadway, Suite 328  
Santa Ana, CA 92706

**SUBCONTRACTOR:**

Applied Learning Science, LLC  
2249 Queensberry Road  
Pasadena, CA 91104

**Primary Contact:**

Tom Cohenno, Ed.D., Principal  
(626) 864-3093; tom.cohenno@appliedlearningscience.com

**Fiscal Contact:**

Anna Campbell, Principal  
(304) 813-4183; anna.campbell@appliedlearningscience.com

20. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

21. Waiver

Any waiver by FISCAL AGENT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete

compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping FISCAL AGENT from enforcing the terms of this Agreement.

22. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

23. Amendments

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

As the Agreement is contingent upon the availability of funds, and is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, FISCAL AGENT may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

24. Assurances

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill, and with the guidance documents provided by the California Community College Chancellor's Office, as set forth and incorporated into this Agreement by reference.

By signing this Agreement the SUBCONTRACTOR certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Project-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

25. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

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

*Sub-agreement between RSCCD and Applied Learning Science, LLC*

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: Applied Learning  
Science, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Peter J. Hardash  
Vice Chancellor

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

Title: Business Operations/Fiscal Services

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

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

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

Board Approval Date: June 11, 2018

47-4314542  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A	Scope of Work and Project Budget
Exhibit B	Guidelines, Definitions and Reasonable Standards for SWP
Exhibit C	Trailer Bill Language for Strong Workforce Program ( <a href="#">link</a> )

## Exhibit A

# Proposal for the Orange County Multi-Sector Concierge Enrollment Program

March 19, 2018

Presented by Anna Campbell and Tom Cohenno, Ed.D.

Principals, Applied Learning Science

**Prepared for:** Gustavo Chamorro, Ed.D.

Rancho Santiago College

**Providers:** Applied Learning Science



## Exhibit A

*Applied Learning Science respectfully submits this proposal for the design and development of a Multi-Sector Concierge Enrollment program for Orange County. The objective of the program is to increase enrollment for the priority programs for participating schools by providing potential students with a comprehensive, personalized career exploration and mentoring service. A second objective is to provide a platform (text- and call-based) to quickly respond to enrollment questions and ensure that potential students have adequate information to enroll and attend an Orange County school. A high-level design for the Enrollment Concierge and customized assessment tool is provided below.*

### *In-scope for the Orange County Multi-Sector Concierge*

- Integration of the concierge service with the Orange County regional enrollment marketing campaign
- Two-month operation of a multi-platform (e.g., phone, text, email) service that receives and directs prospective student(s) inquiries
- Career mentorship that leverages certified career experts to work with prospective students to understand their needs and direct them to the appropriate college(s) and programs
- Use of the platform and associated assessment tool for 12 months from the time of launch for all 9 schools in the OC region. The concierge service will be active for a period of two months.
- Note that this proposal is based on developing tools that are linked to up to 15 priority programs

### *Required involvement for participating OC Schools*

- Timely identification of priority programs
- Subject matter expertise (e.g., faculty and deans) as required to ensure the validity of the tools and related services
- Other applicable resources as identified during the design process

### **I. Overview: The Concierge Enrollment Program**

#### ***What Makes It Unique***

The Concierge Enrollment Program is a unique opportunity to engage, attract and enroll students in Orange County California Community Colleges - a premiere venue for education and training designed to prepare our future workforce for some of the fastest growing occupations. The Concierge Enrollment Program offers prospective students (called clients throughout this proposal) a signature customized experience designed to: help match them to their best fit priority program); provide a map for how to navigate an often complex and overwhelming CCC enrollment process related to these occupations; and offer a mentor to guide the client from interest to attendance in a very personalized, supportive and easy-to-access way.

#### ***Concierge Enrollment Program's Objective, Differentiator and Value Proposition include:***

- Objective
  - To engage prospective students/clients at their level and in real time and to increase enrollment rate
- Differentiation

## Exhibit A

- To create a specialized service offering a level of personalized attention that doesn't exist in today's California Community College counseling process
- Value Proposition
  - This will increase engagement and follow-through of enrollment

### ***The Student Experience***

The general counseling resources on a community college campus are often overtaxed, understaffed and overflowing with students. The Concierge Enrollment Program is designed to relieve some of this burden by supporting a client match prior to enrollment therefore guiding clients to greater enrollment completion in a more clarified state. Once matriculating, the client (now student) works with the college's counseling staff, as needed, from a more motivated and decisive position allowing an even smoother and possibly briefer counseling process. In addition, this Concierge Program offers a host of resources and support for not just the prospective and matriculating student, but also to counselors regarding sector opportunities and training.

### ***General Overview of How It Works***

#### Step One: Multi-Sector Website

Through a grassroots marketing effort, a prospective student is guided to the multi-sector website.

#### Step Two: Guided Research

The hallmark of this guided research is the customized questionnaire. It is designed to take 15 minutes or less and be accessed from the website or a phone. The assessment will offer the following:

- Introduces clients to participating sectors and helps the client identify which sector(s) could be a fit
- Gives a visual experience of these sectors and a connection to the clients' interest in these sectors
- Provides information and data on the sectors presented in a way that would entice and attract clients to these areas

After completing this tool, the client would be connected to a Concierge Mentor/Advisor to help clarify interests, answer questions and identify next resources. This Mentor/Advisor could be reached via text, instant chat or phone during weekday hours, evenings and some weekends allowing for quick and easy real-time access. If the Concierge/Mentor determines that additional assessments are needed, the client would be advised to the appropriate portions of Truity.com (and other appropriate tools) that are most relevant for his/her needs. The Mentor/Advisor may also connect the client to faculty in the programs of interest for an information interview and/or meeting. Guided research includes videos, additional assessments, materials online and connection to faculty all accessed through the custom site.

- After the assessment(s) are completed, the Concierge could help the client to clarify sector matches for further exploration
- Additionally, the Concierge will help the client understand jobs and schools within each sector

## Exhibit A

If the client wants to go through a more in-depth career process, he/she can be directed to a campus resource, career class, etc.

### Steps Three and Four: Apply and Enroll

Once a general area of program interest or cluster of program interests have been defined, the Concierge Mentor/Advisor will work closely with the client to walk through each step of the enrollment process providing a map of “how to’s” and support, guidance and clarification as needed. As mentioned above, this connect to the Mentor/Advisor can happen via chat, email, text or phone.

### *Step Four: Attend and Continued Success*

Once the client becomes a matriculating student, they are connected by their Mentor/Advisor to a counselor on campus who can help the student have continued success in the program. The Mentor/Advisor’s role is now complete.

***Specific details of program operations, program name, staffing, materials and logistics to be created upon proposal acceptance.***

## II. Scope of Work and Fees

Service	Description of Services	Fees:
<b>Project Planning &amp; Management</b>	<ul style="list-style-type: none"> <li>Develop a detailed work breakdown structure to clarify roles and responsibilities and increase collaboration across the various stakeholder groups</li> <li>Develop a detailed project plan that specifies milestones, timeline, and approval requirements per sector</li> <li>Manage the day-to-day activities of the project plan to ensure timely implementation of the Concierge Service</li> </ul>	\$87,000
<b>Integration with Sector and CCC Programs and Marketing Resources</b>	<ul style="list-style-type: none"> <li>Conduct an analysis of the media platforms and marketing programs to create a Concierge brand and messaging strategy</li> <li>Create a social media presence for the Concierge Program</li> <li>Integrate with CCC marketing campaigns</li> </ul>	\$24,000
<b>Concierge Platform</b>	<ul style="list-style-type: none"> <li>Design the Concierge website for multiple sectors and all OC colleges.</li> <li>Integrate the customized multi-sector assessment</li> <li>Provide ongoing maintenance support as required</li> <li>Integrate web-based platform with texting and video-conferencing functionality</li> </ul>	\$153,000
<b>Assessment content roadmap</b>	<ul style="list-style-type: none"> <li>Conduct an analysis to determine the distinction between the included sectors to inform the assessment content</li> <li>Create an assessment roadmap that details the expanded assessment criteria and informs the content of the additional assessment items</li> </ul>	\$18,500
<b>Multi-sector online career assessment tool (beta)</b>	<ul style="list-style-type: none"> <li>Develop a beta multi-sector assessment tool that aligns clients with program(s) of interest. (Note: this quote is based up to 15 priority occupations being included in the service)</li> <li>Validate with industry and faculty SMEs as required</li> </ul>	\$97,000



## Exhibit A

Service	Description of Services	Fees:
	<ul style="list-style-type: none"> <li>Develop a web-based survey platform for hosting the multi-sector survey</li> <li>Partner with relevant OC CC stakeholders for participating schools to integrate and provide socialization support as required</li> </ul>	
<b>Extend the assessment functionality including developing customized tools for relevant users</b>	<ul style="list-style-type: none"> <li>Evaluate beta tool and enhance as required to maximize the impact of the results and the associated counseling services</li> <li>Provide all sector and college partners with developmental opportunities to ensure they are equipped to have career conversations with students</li> <li>Identify other industry assessment tools that should be included to enhance the user experience</li> </ul>	\$32,000
<b>Concierge Design</b>	<ul style="list-style-type: none"> <li>Partner with sector teams, participating colleges, and all other relevant stakeholders to build out Concierge design options</li> <li>Build a process document that details the key components of the expanded Concierge service</li> </ul>	\$125,000
<b>Building, Developing, and Managing the Concierge Team</b>	<ul style="list-style-type: none"> <li>Interview/hire additional Concierge mentors</li> <li>Develop multi-sector training materials</li> <li>Supervise mentors</li> </ul>	\$120,000
<b>Concierge Operations</b>	<ul style="list-style-type: none"> <li>Operate the Concierge for two months (pilot)                             <ul style="list-style-type: none"> <li>Answer calls for 50/hrs. a week</li> <li>Respond to texts</li> <li>Video conferencing as needed</li> </ul> </li> </ul> <p><u>Monthly Subscription Cost Per School</u>                      Tier 1: (&lt;150 calls/week) \$6,000 per month/per school                      Tier 2: (&lt;200 calls/week) \$8,700 per month/per school                      Tier3: (&lt;350 calls/week) \$11,000 per month/per school</p> <p>Note: This proposal offers a one-time 20% discount for Concierge Operations during the two-month pilot</p>	Estimate based on 9 OC schools and Tier 2 call volume with a 20% pilot discount (\$8,700 X 9 X 2 – 20%)  \$125,280  Note: If the actual call volume exceeds 350 calls per week, a new resource strategy will be determined, and a new contract will be initiated.
<b>Program Evaluation</b>	<ul style="list-style-type: none"> <li>Evaluate the program and identify lessons learned</li> </ul>	\$23,000
<b>Subtotal</b>		\$804,780
<b>Funding from LA County for ECU</b>		(174,000)
<b>TOTAL:</b>		\$630,780*
		*This price is using Tier 2 Concierge Operations and could vary depending on the call volume.

*NOTE:* Re: Concierge Operations - this proposal covers a two-month pilot of Concierge Operations. Additional months of Concierge Operations may be purchased upon request.

Twenty percent of the contract is due at the time the contract is signed. Applied Learning Science to invoice monthly for the remaining balance.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1 Name</b> (as shown on your income tax return). Name is required on this line; do not leave this line blank.                  Applied Learning Science, LLC</p>	
	<p><b>2 Business name/disregarded entity name, if different from above</b></p>	
	<p><b>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</b></p> <p> <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC                         <input checked="" type="checkbox"/> C Corporation                         <input type="checkbox"/> S Corporation                         <input type="checkbox"/> Partnership                         <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____                 </p>	<p><b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5 Address</b> (number, street, and apt. or suite no.) See instructions.                  2249 Queensberry Rd</p>	Requester's name and address (optional)
	<p><b>6 City, state, and ZIP code</b>                  Pasadena, CA 91104</p>	
	<p><b>7 List account number(s) here</b> (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
4	7	-	4	3	1	4	5	4	2

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p><b>Signature of U.S. person</b> ▶ </p>	<p><b>Date</b> ▶ 5/10/18</p>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## Exhibit B

# 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.

## Exhibit B

- **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

## Exhibit B

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.cccco.edu/StrongWorkforce.aspx>

<b>Recipients of Local or Regional Share Funding Shall</b>	<b>Plans for Local or Regional Share Funding Shall Address</b>
<p><b>Be a member of a consortium</b> [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)])</p>	<p>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)]</p>
<p><b>Work with other members of the consortium to create and submit a plan to the chancellor by January 31, 2017</b> [EC§88824 (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).</p>	<p>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)]</p>
<p><b>Collaborate:</b> [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.</p>	<p>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)] <a href="http://doingwhatmatters.cccco.edu/portals/6/docs/sw/2016_11%20Workforce_Task_Force_Implementation%20Recommendations%20Version%201.pdf">http://doingwhatmatters.cccco.edu/portals/6/docs/sw/2016_11%20Workforce_Task_Force_Implementation%20Recommendations%20Version%201.pdf</a></p>
<p><b>LMI Data:</b> [EC§88824(d)(4)] 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).</p>	<p><b>Local Investment Shall:</b> Provide Evidence of Demand for Workers within the funded CTE Program or Across Multiple Programs</p> <ul style="list-style-type: none"> <li>• Identify geography and occupations targeted</li> <li>• Identify demand and supply and gap Cite source of Labor Market Information</li> </ul>

## Exhibit B

<p><b>Local Investment Planning Efforts:</b>  <i>[EC§88823(f)]</i> 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.</p>	<p><b>Regional Investment Shall --</b> <i>[EC 88823(b)(3-7)]</i> review for the following:</p> <ul style="list-style-type: none"> <li>Summary of Local Share Investments by Sector</li> <li>Regional/Sub Regional Labor Market Information</li> <li>Supply &amp; Demand Table with Living Wage Occupations</li> <li>Other Establish Questions &amp; Agenda for Collaborative Regional Planning</li> </ul> <p>Are priority and emergent sectors for the region still the same?</p> <p>What more must be done for students to move through the region’s career pathways in the sectors?</p> <p>How will job placement, internships, and regional industry engagement be coordinated?</p> <p>How can industry inform and co-invest in CTE?</p>
<p><b>Certifications:</b> <i>[EC§88824(d)(5)(A-C)]</i>Community College Districts will certify that the use of funds will meet the intent of the program to accomplish <b>all</b> of the following:</p> <p>(A) Increase the number of students in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes.</p> <p>(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.</p> <p>(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.</p>	<p><b>Regional Share Plan</b> <i>[EC §88823 (h)]</i></p> <p>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.</p>
<p><b>Regional Share Consortium Shall:</b></p> <ul style="list-style-type: none"> <li>• <i>[EC§88824(c)(1) &amp; §88823(b)(1)]</i> each consortium shall select a CCD to be fiscal agent.</li> <li>• <i>[EC§88824(f)]</i> a consortium shall allocate funds only to CCDs.</li> <li>• <i>[EC§88823(b)(2)]</i> a consortium shall establish a governance model for the consortium. Fiscal Resources shall be determined exclusively by the CCDs participating in the consortium.</li> </ul>	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: June 11, 2018
Re: Approval of Sub-Agreement between RSCCD and Integrative Impact LLC for the Sector Navigator Information Communications Technology (ICT)/Digital Media Grant	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District has applied for the fiscal year 2018/19 Sector Navigator – Information Communications Technology/Digital Media grant, RFA #18-158, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. The grant requires RSCCD to implement a statewide project that will strengthen and develop the California Community Colleges’ information communications technology and digital media programs. This project will provide up-to-date and expert information on industry trends and workforce needs, serving to improve the connections between employers and colleges, and provide professional development and faculty lead projects to increase program capacity and alignment with industry workforce needs.

**ANALYSIS**

For the Sector Navigator project, Integrative Impact LLC will develop and arrange for printing of promotional materials; perform outreach to colleges, industry and internal teams; perform website administrative functions and updates; coordinate shipping of marketing materials to colleges; participate on committees and task teams (BIW Digital Badge, DSN Team, NETLAB+ User Group); maintain listing of action items for response and follow through by each group; create reports and perform event planning/management tasks as necessary. The performance period of the service contract is July 01, 2018 – June 30, 2019. The total cost will not exceed \$40,000.

The Project Administrator is 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: \$40,000 (grant-funded)	Board Date: June 11, 2018
Prepared by: Sarah Santoyo, Executive Director of Resources Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
INTEGRATIVE IMPACT LLC**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 11<sup>th</sup> day of June, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Integrative Impact LLC (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded a “Sector Navigator – Information Communications Technology/Digital Media Sector” RFA #18-158, (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, to improve the alignment of community college programs with employers and industry workforce needs in the sector; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**  
SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. **Period of Performance**  
The period of performance for this Agreement shall be from July 01, 2018 through June 30, 2019.
3. **Total Cost**  
The total cost to RSCCD for performance of this Agreement shall not exceed \$40,000 USD.
4. **Budget**  
SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by RSCCD, which by reference is incorporated into this



Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

SUBCONTRACTOR will submit upon RSCCD's receipt invoice for that disbursement. RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. Invoices should include the Agreement number (refer to footer) and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo, Director of Grants  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706

7. Expenditure of Grant Funds

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

8. Time Extensions

RSCCD 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 **June 30, 2019**.

9. Independent Contractor

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

10. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall 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 RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

11. Record Keeping

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

12. Audit

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

13. Mutual Indemnification

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

14. Termination

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

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

15. Disputes

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

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

16. Notices

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

**RSCCD:** Rancho Santiago Community College District  
Enrique Perez, Program Administrator ICT Sector Navigator  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7460; [Perez.Enrique@rsccd.edu](mailto:Perez.Enrique@rsccd.edu)  
(805) 231-8444; [Steve@wrightca.com](mailto:Steve@wrightca.com)

**SUBCONTRACTOR:** Integrative Impact LLC  
Nicole Sherman  
8941 Atlanta Avenue, Suite 421  
Huntington Beach, CA 92646  
Phone: (714) 334-0042  
Email: [Sherman.nicole@hotmail.com](mailto:Sherman.nicole@hotmail.com)

17. Total Agreement

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

18. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2018 and Article II, Rev. 05/2014), as set forth and incorporated into this Agreement by reference. As the Grant 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, 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.

[NOTE: Articles I and II (Exhibit C) serve as a reference for the general Grant terms and conditions. The payment and reporting terms in the Articles pertain only to RSCCD. The payment terms and reporting requirements for the SUBCONTRACTOR are in this Agreement under Articles I.5. "Payment" and I.7. "Reporting".]

2. Assurances

By signing this Agreement, the Parties certify that they comply with the Legal Terms and Conditions as described in Article II (Rev. 05/2014) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Non-discrimination Clause, Accessibility for Person with Disabilities and Drug-Free Workplace Certification.

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

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: Integrative Impact  
LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Peter J. Hardash  
Vice Chancellor

Name: Nicole Sherman

Title: Business Operations/Fiscal Services

Title: Manager

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

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

81-1279311

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: June 11, 2018

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Integrative Impact LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**8941 Atlanta Avenue #421**

**6** City, state, and ZIP code  
**Huntington Beach, CA 92646**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
8	1		-	1	2	7	9	3	1	1

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶



Date ▶

3/15/18

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

EXHIBIT A



May 17, 2018

Steve Wright, Sector Navigator  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

Dear Steve,

Per our discussion about your needs for the upcoming fiscal year, I have included a proposal for my services as an independent contractor for 2018-2019 as follows:

Length of Contract:	July 1, 2018 – June 30, 2019
Services to be Performed:	<p><u>Sector Communications Strategy and Support:</u> Support sector goals by building relevant internal communities around sector products; encourage product adoption statewide through targeted email campaigns, sector newsletters, and conference materials; provide email campaign support for WASTC sponsored events and CBEA; Constant Contact list maintenance</p> <p><u>Committee Support:</u> Participate on committees and task teams (BIW Digital Badge, DSN Team, NETLAB+ User Group); maintain listing of action items for response and follow through by each group; create reports and perform event planning/management tasks as necessary</p> <p><u>Branded Pathways:</u> Develop and arrange for printing of promotional materials, perform outreach to colleges, industry and internal team, perform website administrative functions and updates, coordinate shipping of marketing materials to colleges</p>
Compensation:	\$40,000 to be billed in quarterly installments, beginning July 1, 2018

I look forward to working with you this coming year.

Sincerely,

Nicole Sherman  
Owner, Integrative Impact LLC

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: June 11, 2018
Re: Approval of Sub-Agreement between RSCCD and Listen to See, Inc. for the Sector Navigator Information Communications Technology (ICT)/Digital Media Grant	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District has applied for the fiscal year 2018/19 Sector Navigator – Information Communications Technology/Digital Media grant, RFA #18-158, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. The grant requires RSCCD to implement a statewide project that will strengthen and develop the California Community Colleges’ information communications technology and digital media programs. This project will provide up-to-date and expert information on industry trends and workforce needs, serving to improve the connections between employers and colleges, and provide professional development and faculty lead projects to increase program capacity and alignment with industry workforce needs.

**ANALYSIS**

For the Sector Navigator project Listen to See, Inc. will configure and customize the website and associated content. The work will include ICT-DM web hosting and content services, video editing post production, professional conference support, an online digital résumé component and will provide support to the ICT-DM initiative. The performance period of the service contract is July 1, 2018 – June 30, 2019. The total cost will not exceed \$51,900.

The Project Administrator is 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: \$51,900 (grant-funded)	Board Date: June 11, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
LISTEN TO SEE, INC.**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 11<sup>th</sup> day of June, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and ListenToSee, Inc. (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded a “Sector Navigator – Information Communications Technology/Digital Media Sector” RFA #18-158, (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, to improve the alignment of community college programs with employers and industry workforce needs in the sector; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. Statement of Work  
SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. Period of Performance  
The period of performance for this Agreement shall be from July 1, 2018 through June 30, 2019.
3. Total Cost  
The total cost to RSCCD for performance of this Agreement shall not exceed \$51,900 USD.
4. Budget  
SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by RSCCD, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the

total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

SUBCONTRACTOR will submit upon RSCCD's receipt invoice for that disbursement. RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. RSCCD may require back-up documentation, if required for compliance with grant terms and conditions. Invoices should include the Agreement number (refer to footer) and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo, Director of Grants  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706

7. Expenditure of Grant Funds

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

8. Time Extensions

RSCCD 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 **June 30, 2019**.

9. Independent Contractor

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

10. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

11. Record Keeping

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

12. Audit

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

13. Mutual Indemnification

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

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**RSCCD:** Rancho Santiago Community College District  
Enrique Perez, Program Administrator ICT Sector Navigator  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7460; Perez\_Enrique@rscd.edu  
(805) 231-8444; Steve@wrightca.com

**SUBCONTRACTOR:** ListenToSee, Inc.  
Jay Scott Young  
2060-D Avenida De Los Arboles, Suite 113  
Thousand Oaks, CA 91362  
Phone: (310) 613-4534  
Email: Scott@listentosee.com

17. Total Agreement

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

18. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2018 and Article II, Rev. 05/2014), as set forth and incorporated into this Agreement by reference. As the Grant 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, 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.

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

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: ListenToSee, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Peter J. Hardash  
Vice Chancellor

Name: Jay Scott Young

Title: Business Operations/Fiscal Services

Title: President

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

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

26-3456211

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: June 11, 2018

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Please print or type	Name (If a joint account or you changed your name, see <b>Specific Instructions</b> on page 2.) Jay Scott Young	
	Business name, if different from above. (See <b>Specific Instructions</b> on page 2.) ListenToSee, Incorporated	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	Address (number, street, and apt. or suite no.) 2060-D Avenida De Los Arboles, Suite 113	Requester's name and address (optional)
City, state, and ZIP code Thousand Oaks, CA 91362		

<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see <b>How To Get a TIN</b> on page 2.</p> <p><b>Note:</b> If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border: 1px solid black;">Social security number</td> <td style="width: 20px; text-align: center;">OR</td> <td style="text-align: center; border: 1px solid black;">Employer identification number</td> </tr> <tr> <td style="text-align: center; border: 1px solid black;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> </tr> </table> </td> <td></td> <td style="text-align: center; border: 1px solid black;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px;">+3</td> <td style="border: 1px solid black; width: 20px; height: 20px;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> </tr> </table> </td> </tr> </table>	Social security number	OR	Employer identification number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> </tr> </table>												<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px;">+3</td> <td style="border: 1px solid black; width: 20px; height: 20px;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> </tr> </table>	2	6	+3	4	5	6	2	1	1	<p>List account number(s) here (optional)</p> <hr/> <p><b>Part II For Payees Exempt From Backup Withholding</b> (See the instructions on page 2.)</p>
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**Part III Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

<b>Sign Here</b>	Signature ▶	Date ▶ 12/08/2009
------------------	-------------	-------------------

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive **will** be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

**Penalties**

**Failure To Furnish TIN.**—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil Penalty for False Information With Respect to Withholding.**—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information.**— Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.**—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

ListenToSee, Inc.  
2060-D Avenida de Los Arboles  
Suite 113  
Thousand Oaks, CA 91362

Scott Young  
(310) 613-4534  
scott@listentosee.com  
www.ListenToSee.com



# **P R O P O S A L**

## **ICT-DM SECTOR NAVIGATOR SUPPORT**

Providing support services for ICT-DM Sector Navigator initiatives and activities.

Prepared for:

### **Enrique Perez**

Rancho Santiago Community College District  
**2323 North Broadway**  
**Suite 350**  
**Santa Ana, CA 92706-1640**

**Proposal Issued:**

May 10, 2018

Statement of Confidentiality

**This proposal and supporting materials contain confidential and proprietary business information of Oomph. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.**





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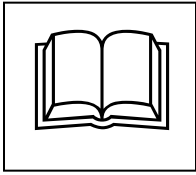
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## Executive Summary



In an effort to ensure that the direction and approach of the ICT-Digital Media Sector are communicated to the ICT-Digital Media team, we have been selected to provide supporting services that will enable clear, concise, and timely collaboration across the team and their constituency. This will be accomplished by using online tools to host team data to provide an easy and enjoyable environment for gathering and sharing data and best practices from the California Community College system. This will help focus the Sector Navigator and Deputy Sector Navigator's objectives to fill state, local and student needs for ICT-Digital Media education.

Communication and collaboration are foundational components of implementing state-wide adoption of ICT-DM curriculum and best practices to prepare students for transitioning into jobs or four-year degree programs. ListenToSee, Inc. will provide tools and support to give the ICT-DM team a platform to help the Sector Navigator (SN) and Deputy Sector Navigators (DSN) keep focused on the crucial objectives of the Strong Workforce Program (SWP) at the core of this sector's initiative.

Most of the effort this year will focus on outward facing activities designed to market the strengths of the CCC system and help fill any capacity gaps discovered. This phase will be targeted at students, community college faculty and administrators, businesses and employers, Secondary/ROP ICT-DM educators and workforce partners.

This proposal will detail the supporting infrastructure and services that ListenToSee, Inc. will provide to support the ICT-DM initiative. We will work with the Sector Navigator to create tools and media to help the team accomplish their objectives of:

- Build and implement new or improved guided pathways to a postsecondary industry- valued credential, certificate or degree, with consideration for stack ability.
- Expand or retool credit-bearing credential career education (CTE) programs to address labor market needs.
- Provide career opportunity awareness for high school students, community colleges students and adults.
- Grow high school/college dual enrollment credential programs.
- Strengthen four-year college partnerships.
- Focus on closing equity gaps by building strong partnerships in our urban and underserved areas.



- Make it easier for adults to earn an industry-valued credential, certificate or degree.
- Expand work-based learning programs for students.
- Enhance the partnerships between business and education.
- Replicate good practices/models and effective career education (CTE) across multiple colleges and multiple regions.

## Project Benefits

---

By utilizing the portal and tools outlined in this proposal the ICT-DM initiative will see the following benefits:

- Enhanced communication and collaboration between the Sector Navigator and the Deputy Sector Navigators.
- Collection and consolidation of region by region “best of the best” nodes in the CCC network.
- Public facing tools to help students and faculty navigate curriculum offerings at the CCC to best prepare for entering the job market.
- Specialized search and reporting for ICT-DM focusing on the momentum points and leading indicators identified by the initiative.
- Keeping the Sector Navigator and Deputy Sector Navigators focused on doing what matters and what is most effective to address momentum points and leading indicators.

## Project Objective

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The primary objective of this project is to provide an infrastructure that is effective, easy to use, and flexible enough for the ICT-DM team to bring best practices throughout the CCC system and successfully and efficiently address the objectives of the initiative.

## Site Target Audience

---

**Internal** - ICT-DM Sector Navigator and Deputy Sector Navigators.

**Public** - Target audience includes the above as well as students, community college faculty and administration, industry and employers, Secondary/ROP ICT-DM educators and workforce partners.



# Project Definition

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

## Project Management

---

All successful projects have defined personnel in responsible roles. This project will have the following individuals as project managers:

**ICT-Digital Media’s Project Manager:**

Steven Wright – ICT-DM Sector Navigator

**ListenToSee, Inc.’s Project Manager:**

Scott Young - President

## Project Profile

---

This section will give a detailed description of the components being implemented, the configuration, customizations, and graphic requirements in the project.

### ***Conceptual Pathways (Online Application)***

---

With the successful roll-out and phase 2 of and expansion of the Business Information Worker pathway program and the IT Technician Cybersecurity pathway program, the functionality of this web application has evolved to become the platform for supporting adoption of the pathways at colleges across the state. We are continually updating and creating content to support the sector DSN’s as they promote these programs to colleges in their regions.

Key features of this web based application are:

- Conceptual pathway course listings
- Curriculum availability at each CCC location
- Student profiles that allow students to track their completion progress through their chosen path.
- Listing of available “Digital Badges” relating to each pathway.
- Extensive searching and reporting capabilities.
- Scalable infrastructure for future and rapid growth if needed.



## ***Conceptual Pathways Marketing and Adoption Support***

---

ListenToSee, will continue to support, motivate and help sector DSN's encourage adoption of Conceptual IT focused pathways. This includes producing toolkits and communication materials to encourage colleges to adopt and align these pathways to:

- Guided Pathway adoption
- Local certificates
- 2 year associate degrees
- Accumulation of industry certifications.
- Articulation/Transfer opportunities into available 4 year programs.

## ***Print and Digital Communication Support***

---

We will provide graphic design and copy writing services to support communication efforts of the ICT-DM Sector. This will include but not be restricted to:

- Curriculum Pathways promotions,
- Consultation with Sector Navigator and DSNs regarding targeted messaging.
- Attendance of planning meetings as needed.

## ***CCC NetLabs+ User Group Support***

---

We will provide hosting support for the CCCNetLabs User group information portal to include:

- Fully managed hosting services as outlined below
- Contract for user group community manager
- Editing and posting of material received from members of the user group and the group chair.
- General content support activity such as survey preparation, ad-hock content as needed to support user group activities.



## ***ICT-DM Hosting and Content Services***

---

ListenToSee, Inc. offers fully managed hosting services for our customer's web applications. Features of a fully managed hosting package include:

- Unlimited server resources
- 24/7 Service monitoring. In many instances we identify and correct problems before you are aware of them.
- Continual server and web application software updates. We insure that all your base applications and plug-ins are up to date and functional.
- Regular web site and data backups and archiving.
- Optional access to CDN (Content Distribution Network) deployment. CDN deployment distributes your web site across a worldwide network of data centers/servers to provide redundant and rapid access from anywhere in the world. CDN deployment also provides an additional layer of security to help prevent hacker intrusion.

Content support services include:

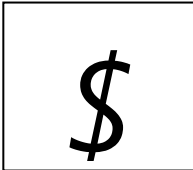
- Editing and posting of material received from Sector Navigator and Deputy Sector Navigators.
- General content support activity such as survey preparation, ad-hock content as needed to support ICT-DM sector activities.

Hosted Portals

- **ICT-DM.net** – Sector main site which includes conceptual pathway portals.
- **CCCNETLABSUG.org** – Community College NETLAB user group community site.
- **BIW-Pathway.org** – Public facing BIW site
- **Ent-Edge.org** – Entertainment training catalog portal for Community Colleges



# Rancho Santiago Community College District's Investment



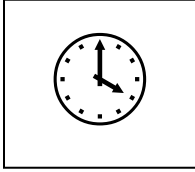
This is a fixed bid project. ListenToSee makes every attempt to be as accurate and professional as possible in the bidding process. Should the scope or requirements of this project change, whether by customer request or by items uncovered by ListenToSee, ListenToSee will issue a request for a change order, which must be approved by customer before proceeding.

Task	Amount
Portal development, hosting maintenance, support and other services.	<b>\$12,900.00</b>
ICT Sector and Conceptual Pathway Support	<b>\$39,000.00</b>
<b>Total Cost</b>	<b>\$51,900.00</b>



## Preliminary Project Schedule

---



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

### ***Sign Letter of Engagement***

---

Customer will provide a purchase order or contract by July 1, 2018.

### ***Commence work on project***

---

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

### ***Project Duration***

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Activities outlined in this document will be provided during the fiscal year

**July 1, 2018 – June 30, 2019**

NOTE: Delays in getting content or approvals will cause these proposed dates to be extended by the length of the delay.





## Appendix A – ListenToSee, Inc.



As a full-service business consulting firm, ListenToSee is dedicated to helping clients “fast-forward” to achieving their goals and building effective organizations. To accomplish this, ListenToSee works closely with its clients to identify their core strengths and market opportunities, and creates strategies that maximize these strengths and opportunities so companies can expand their presence both locally and abroad, increase profits, and remain competitive. Additionally, as the business environment becomes more virtual, ListenToSee helps organizations implement the appropriate technology so they are able to conduct business and support customers in multiple time zones and on a worldwide scale.

### Strategic Planning and Coaching

Just as athletic coaches provide guidance and counsel to their players, as a business coach ListenToSee provides guidance and counsel to its clients, offering suggestions as to the best technologies, tools, and resources that will most effectively help them achieve their objectives.

ListenToSee has the technological expertise and experience to help your business succeed in any economic climate. From website development, community-based portals, web or server-based applications, and graphic design, to comprehensive online corporate or general public learning systems and comprehensive marketing strategies, ListenToSee has the ability to develop large multi-platform or cloud-based applications for organizations of any scope and size.

We believe that “if you are not measuring your efforts you will never know if they are effective.” We work with our clients to develop measurement metrics and implement tools that gauge the effectiveness of any strategic plan. Only by tracking and measuring these results will you be able to determine if one of more of these programs is positively affecting your business' bottom line.

### System Integration and Application Development

ListenToSee employs a teams of programmers who have experience developing applications for web, cloud based and mobile platforms. We also integrate ecommerce solutions with back office business applications, which helps clients conduct business more efficiently and reduces the cost of providing service to their customers.

While good programmers are the creative builders behind successful software programs, business analysts are the architects behind the solution. Our team of business analysts has worked with Fortune™ 500 companies and sole proprietorships. We start by analyzing a company's needs and then design solutions to fit their specific need and budget. Many times our analysts have found that an off-the-shelf program would fit better than one that is customized, which has saved our customers thousands of dollars and countless hours of designing, creating, and maintaining their own custom software solutions.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: June 11, 2018
Re: Approval of Sub-Agreement between RSCCD and Stephen A. Wright, LLC for the Sector Navigator Information Communications Technology (ICT)/Digital Media Grant	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District will continue to serve as the Fiscal Agent for the 2018/19 Sector Navigator – Information Communications Technology/Digital Media grant, RFA #18-158, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. RSCCD will support implementation of this statewide project to strengthen and develop the California Community Colleges’ information communications technology and digital media programs. This project will provide up-to-date and expert information on industry trends and workforce needs, serving to improve the connections between employers and colleges, and provide professional development and faculty lead projects to increase program capacity and alignment with industry workforce needs.

**ANALYSIS**

Stephen A. Wright, LLC, will continue to serve as the Sector Navigator to implement the ICT/Digital Media Sector Navigator project under the terms and conditions of sub-agreement # DO-18-2535-03 for this renewal grant-funded term. The enclosed sub-agreement outlines the terms and conditions for Stephen A. Wright, LLC to serve as the Sector Navigator to implement the project. The performance period of the sub-agreement is July 1, 2018 through June 30, 2019, with an amount of \$172,000.

The Project Administrator is 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: \$172,000 (grant-funded)	Board Date: June 11, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
*Stephen A Wright, LLC***

This grant sub-agreement (hereinafter “Agreement”) is entered into this 11<sup>th</sup> day of June 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and the Stephen A. Wright, LLC (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded the “Sector Navigator – Information Communications Technology/Digital Media” RFA # 18-158 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, to implement a statewide project to develop California community colleges’ information communications technology and digital media programs to improve alignment with employers and industry and ensure students’ preparation for careers and continued study in these fields.

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. Statement of Work  
SUBCONTRACTOR will implement the Grant as described in the attached Statement of Work, Exhibit A – Fiscal Year 2018/19 Information Communications Technology/Digital Media Sector Navigator Application. SUBCONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. Period of Performance  
The period of performance for this Agreement shall be from July 1, 2018, through June 30, 2019.
3. Total Cost  
The total cost to RSCCD for performance of this Agreement shall not exceed \$172,000 USD.
4. Budget  
SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by RSCCD, which by reference is incorporated into this

Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

SUBCONTRACTOR will submit upon RSCCD's receipt invoice for that disbursement. RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. Invoices should include the Agreement number (refer to footer) and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo, Director of Grants  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706

7. Reporting

SUBCONTRACTOR will be responsible for completion and submission of project reports as required by the Grant Legal Terms and Conditions, and summarized below:

*Quarterly Reports* are due: 1st Quarter – October 25<sup>th</sup>; 2nd Quarter – January 25<sup>th</sup>; 3rd Quarter – April 25<sup>th</sup>; and 4th Quarter – July 25<sup>th</sup>.

*Final Report* is due August 31, 2019.

8. Expenditure of Grant Funds

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

9. Time Extensions

RSCCD 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 **June 30, 2019**.

10. Independent Contractor

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

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall 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 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to 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 in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Enrique Perez, J.D., Project Administrator  
Rancho Santiago Community College District  
2323 North Broadway, Ste. 350  
Santa Ana, CA 92706-1640  
perez\_enrique@rsccd.edu  
(714) 480-7460

SUBCONTRACTOR: Stephen A Wright, LLC  
Attn: Stephen A. Wright  
1696 La Jolla Drive  
Thousand Oaks, CA 91362  
Steve@wrightca.com  
(805) 231-8444

18. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2018 and Article II, Rev. 05/2014), as set forth and incorporated into this Agreement by reference. As the Grant 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, 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.

[NOTE: Articles I and II (Exhibit C) serve as a reference for the general Grant terms and conditions. The payment and reporting terms in the Articles pertain only to RSCCD. The payment terms and reporting requirements for the SUBCONTRACTOR are in this Agreement under Articles I.5. "Payment" and I.7. "Reporting".]

2. Assurances

By signing this Agreement, the Parties certify that they comply with the Legal Terms and Conditions as described in Article II (Rev. 5/2014) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Non-discrimination Clause, Accessibility for Person 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: Stephen A Wright,  
LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Peter J. Hardash  
Vice Chancellor

Name: Steven A. Wright

Title: Business Operations/Fiscal Services

Title: Manager

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

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

Board Approval Date: June 11, 2018

EIN/TIN: 81-2592903



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Stephen A. Wright, LLC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u>P</u> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>1696 La Jolla DR</b> City, state, and ZIP code <b>Thousand Oaks, CA, 91362</b>	Requester's name and address (optional) <b>Rancho Santiago Community College Dist</b> <b>2323 N Broadway</b> <b>Santa Ana CA 92706</b>
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ]	
<b>Employer identification number</b>	
8 1 - 2 5 9 2 9 0 3	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>5-12-16</u>
------------------	----------------------------	-----------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Santa Ana College • Santiago Canyon College

March 9, 2018

Executive Vice Chancellor, Van Ton-Quinlivan  
Workforce and Digital Futures  
Workforce and Economic Development Division  
California Community Colleges Chancellor's Office  
1102 Q Street, Suite 4400  
Sacramento, CA 95811

**RE: Rancho Santiago Community College District's proposal to serve as the host of the Sector Navigator – Information & Communications Technologies (ICT) and Digital Media (RFA No. 18-158)**

Dear Esteemed Executive Vice Chancellor:

Rancho Santiago Community College District has hosted the Sector Navigator – Information & Communications Technologies (ICT)/Digital Media since the initial rollout of the *Doing What Matters* Framework in 2013. We are committed to supporting Mr. Stephen Wright's leadership as the Sector Navigator for the ICT/Digital Media sector. Mr. Wright has achieved much over the past five years: e.g., established sustainable ICT pathways that have been adopted by 80% of the colleges in the state, produced a Digital Media Educators Conference every year, and built a diverse network dedicated to improving community college ICT and digital media programs to address critical workforce development needs and to provide students equitable access to high-wage, in-demand jobs in the sector. This work laid the foundation to take to scale what has proven successful, to address new critical areas for development, such as cybersecurity, and to reconfigure the approach to digital media to integrate it across sectors to be able to track impact on completion and into employment.

In 2017, Mr. Wright hosted an industry roundtable for ICT. The critical importance of cybersecurity was highlighted by all of the industry representatives in attendance, due to the growing need for cybersecurity professionals and the large number of unfilled positions. This engagement with industry galvanized Orange County to build its capacity to address this issue. Our district is invested in improving our programs in ICT and digital media, and recognizes the need for all colleges to align with industry to address workforce shortages that are occurring throughout the state.

Rancho Santiago Community College District has been able to keep pace with Mr. Wright's innovative efforts to build projects and collaborations to increase community colleges' capacity to offer high-quality ICT and digital media programs that are aligned with industry

BOARD OF TRUSTEES:

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

CHANCELLOR

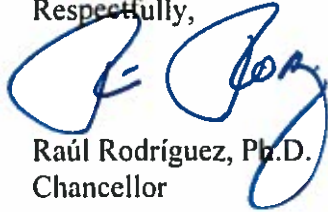
Raúl Rodríguez, Ph.D.

EXHIBIT A

workforce needs. We are dedicated to providing the host services and resources to support Mr. Wright as the Sector Navigator – ICT/Digital Media to continue his data-informed, results-driven work to support community colleges' ICT and digital program development throughout the state.

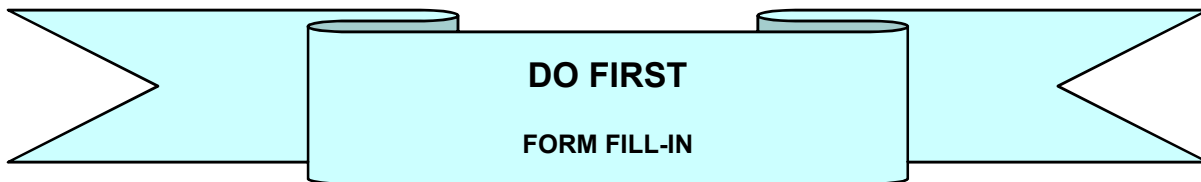
We appreciate your time and consideration of our proposal, and hope to have the opportunity to contribute to this important work.

Respectfully,

A handwritten signature in blue ink, appearing to read "R. Rodríguez", is written over the typed name and title.

Raúl Rodríguez, Ph.D.  
Chancellor

THIS FORM MAY NOT BE REPLICATED



## APPENDIX B

**GRANT TYPE:** [Statewide Sector Navigators](#)

The following information are linked throughout the forms package:

**DISTRICT (Grantee):** Rancho Santiago CCD

**COLLEGE:** N/A

**PROJECT:** Sector Navigator

**SECTOR (If applicable):** Info & Comm Tech (ICT)/Digital Media

**FISCAL YEAR:** 2018/19

**RFA Number:** 18-158

**FUNDING SOURCE:** Economic Development:Senate Bill 1402

**Requested Amount:** \$ 372,000

THIS FORM MAY NOT BE REPLICATED

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (if applicable): Info & Comm Tech (ICT)/Digital Media

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA Number: 18-158

**CONTACT PAGE**

<b>District:</b>	<u>Rancho Santiago CCD</u>		
<b>Address:</b>	<u>2323 N. Broadway St.</u>		
<b>City:</b>	<u>Santa Ana, CA</u>	<b>State:</b>	<u>CA</u> <b>Zip:</b> <u>92706-1640</u>

<b>District Superintendent/President</b> <i>(or authorized designee)</i>			
Name:	<u>Raúl Rodríguez, Ph.D.</u>	Phone:	<u>(714) 480-7450</u>
Title:	<u>Chancellor</u>	Fax:	<u>(714) 796-3915</u>
E-mail Address:	<u>Rodriguez_Raul@rscdd.edu</u>		

<b>Responsible Administrator</b> <i>(Should not be the same as Project Director)</i>			
Name:	<u>Enrique Perez, J.D.</u>	Phone:	<u>(805) 496-8583</u>
Title:	<u>Vice Chancellor, Educational Services</u>	Fax:	<u>(714) 796-3921</u>
E-mail Address:	<u>Perez_Enrique@rscdd.edu</u>		

<b>Project Director</b> <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	<u>Stephen (Steve) Wright (Independent Contractor)</u>	Phone:	<u>(805) 496-8583</u>
Title:	<u>Sector Navigator</u>	Fax:	<u>(714) 796-3921</u>
E-mail Address:	<u>Steve@wrightca.com</u>		

<b>Person Responsible for Data Entry</b>			
Name:	<u>Giao Dao</u>	Phone:	<u>(714) 480-7357</u>
Title:	<u>Accountant</u>	Fax:	<u>(714) 796-3933</u>
E-mail Address:	<u>Dao_Giao@rscdd.edu</u>		

<b>District Chief Business Officer</b> <i>(or authorized designee)</i>			
Name:	<u>Peter J. Hardash</u>	Phone:	<u>(714) 480-7340</u>
Title:	<u>Vice Chancellor, Bus. Op. &amp; Fiscal Services</u>	Fax:	<u>(714) 976-3935</u>
E-mail Address:	<u>Hardash_Peter@rscdd.edu</u>		

<b>Person Responsible for Budget Certification</b>			
Name:	<u>Adam O'Connor</u>	Phone:	<u>(714) 480-7321</u>
Title:	<u>Asst. Vice Chancellor, Fiscal Services</u>	Fax:	<u>(714) 796-3933</u>
E-mail Address:	<u>Oconnor_Adam@rscdd.edu</u>		

### Application Abstract

The proposed Sector Navigator for Information & Communications Technologies/Digital Media, Mr. Steve Wright, has built a state-wide network of stakeholders and partners—ICT/Digital Media professionals, experts, business and industry leaders, Key Talent, Regional Consortia, Deputy Sector Navigators, workforce development organizations, colleges and faculty—to make great strides in implementing the Doing What Matters Framework to improve alignment between college ICT/Digital Media programs and regional workforce needs. During his service as the Sector Navigator-ICT/Digital Media, Mr. Wright established two ICT pathways, Business Information Worker and IT Technician, with an innovative “opt-in” strategy that led to 80% and 40+ colleges adopting the pathways, respectively; established the CyberHub to help high schools offer the CyberPatriot program; promoted the NetLabs+ model to broadly increase colleges’ capacity to offer ICT courses; produced an annual Digital Media Conference; secured support for the California Tech Hire Project; cultivated relationships with business and industry leaders to be current with ICT and Digital Media industry trends that are constantly evolving due to rapid innovation in technology. This work laid much groundwork to serve as a foundation to take successful models and practices to scale to meet the critical workforce needs of the sector.

For the next cycle, Mr. Wright’s work would focus on seven major areas of focus: 1) promote strategies to integrate cybersecurity into existing ICT programs and pathways; 2) design hybrid digital media pathways that include courses from other disciplines to provide students with more options to enter high-wage, in-demand occupations that require or include digital media skills; 3) get courses in the Business Information Worker and IT-Cyber Technician Pathways C-ID approval and develop Transfer Model Curriculum for ICT and Digital Media Programs to create pathways to CSUs, as BA/BS degrees are increasingly required for advancement in the sector; 4) create articulated pathways with private and public four-year colleges and universities; 5) promote and expand CyberPatriot events as an effective means to engage high school students in the ICT sector, and as a strategy to address equity gaps by increasing those events in communities historically underserved or underrepresented in the sector; 6) work with partners to develop work experience and apprenticeship opportunities in the sector; and 7) provide professional development opportunities and produce events for faculty to keep current with the state of the industry.

Mr. Wright will continue to provide market intelligence for stakeholders, suggest FTES optimization strategies for the sector to the CIOs, engage partners in Industry Sector Projects in Common to implement industry-validated best practices and models, produce professional development opportunities, and create innovative solutions that anticipate workforce development opportunities and needs.

As in prior years, Mr. Wright will articulate the value proposition of the Doing What Matters Framework, the Strong Workforce Recommendations and Funding, and, now, the *Vision for Success* to encourage colleges and partners to see the historic opportunity for transformation of career education to improve service to students, reduce equity gaps, and contribute to workforce and economic development.

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**NEED**

- 1. Describe your understanding of the Doing What MATTERS for Jobs and the Economy (DWM) framework, its evolution with the advent on the 25 Strong Workforce Task Force Recommendations adopted the Board of Governors, and further evolution with the numerical goals established in the system's Vision for Success.**

The Doing What Matters for Jobs and the Economy program represents a major innovation in grant effectiveness for a system as large as the California Community Colleges (CCCs). Recognizing the need to combine the multiple separate funding streams for related workforce development activities, the Doing What Matters (DWM) program was able to deploy an innovative organizational structure (Sector Navigators (SNs), Deputy Sector Navigators (DSNs), Regional Consortia (RCs), and Technical Assistance Providers) that provided matrix support by specialized sector and regional focus. Utilizing various strands of funds (SB1070, SB1402, Career Pathways, etc.) many projects could receive a shared and collaborative support instead of existing in separate silos. The 25 Strong Workforce Task Force Recommendations, achieved by a statewide town-hall listening campaign, helped to further refine the specific effective steps that needed to be taken, along with a set of metrics (momentum points) that help to define progress. The DWM organization embraces the Strong Workforce recommendations and incorporated them into work-plans and projects statewide and began to achieve greater regional focus with the advent of the Strong Workforce Program (SWP) funds. The announcement of the *Vision of Success* metrics, and the refinement of the Launch-board metrics system to capture the results is now a giant leap forward in accountability and effectiveness. The CCCs are going through a process of learning and change. The DWM organization key talent are the consultants or facilitators of that change. The sequence of the programs introduced have marked a growing refinement and effectiveness for the change.

- 2. Describe your understanding of the Strong Workforce Program, the 25 recommendations set forth by the Board of Governor's Report on Workforce, Job Creation, and a Strong Economy, and the interrelationship thereof.**

The 25 SWP Recommendations have captured the perspectives of all who are involved in or benefit from the workforce education system. They are comprehensive and yet focused on achievable results. Reliance on metrics and industry approved certification are critical examples of a strategy that will be effective in a rapidly evolving economy. The SWP 25 recommendations also embrace regional collaboration not just for efficiencies of scale but for more effective engagement of regional businesses. Ultimately the 25 SWP Recommendations are more than a strategy, they are a reality of what it takes to serve the diverse and robust student population with the skills that are targeted to result in jobs and value to the employers of their region.

- 3. Describe your understanding of SB1402 and how it relates to helping colleges meet labor market demand, and outcomes for career education.**



Senate Bill 1402 established the initial California Economic and Workforce Development Program criteria to be focused on outcomes, evidence-based pathways and the needs of employers, workers and students. It also emphasized collaboration between institutions and industry to plan and validate programs. The emphasis was on the deployment of 'Centers' initially as the functional element for offering a comprehensive program of services offered by one or more colleges. Initiatives, now referred to as Sectors, were meant to support statewide organization to be deployed regionally. These original efforts captured the intent of reacting to emerging technology, provided targeted location limited improvements, but did not often scale well across 114 CCCs. SB1402 remains the basis for the Sector Navigator (SN) and Deputy Sector Navigator (DSN) grants, however the Doing What Matters (DWM) organization has greatly improved both scope and scale of the outcomes.

Through the DWM organization the SNs and DSNs were able to lay the ground work and foundation for effective regional collaboration to align programs to meet labor market demand and improve outcomes for career education. The proposed Sector Navigator-ICT/Digital Media's, Steve Wright's, work over the past five years is a testament to the scale, scope and impact of SB1402.

**Building ICT/Digital Media Pathways:** Steve worked with the Academic Senate to achieve statewide adoption of the Business Information Worker (BIW) Pathway and the IT Technician Pathway. Supporting the Academic Senate's discipline review teams with labor market information and market research, Steve was able to achieve greater support from faculty and greater alignment of curriculum with business. He is a friend and confidant to the Regional Chairs, SNs and DSNs in and outside his Sector.

**Serving as Liaison to Key Stakeholders and Decision-Makers in Education and Workforce Development:** At the request of the Assembly's Chair of the Cybersecurity Select Committee and the Chair of the Higher Education Committees and with the consent of the CCCCO, Steve represented the *Vision of Success* and extolled the assets of the CCC IT programs at the Joint Hearing of the committees on October 10, 2017. He has presented as a guest speaker at Cisco, California Department of Industrial Relations, and at the CompTia Government Relations Conference. Often the political environment that is the most challenging is the inter-collegiate and inter-departmental turf where decisions affecting students are made. Steve has navigated these political waters by sticking to the DWM goals and focusing on student outcomes, which unites people and organizations around a common purpose.

**Strategic, Data-Informed Strategies to Support Consistency in the Creation and Development of Workforce Solutions:** Steve has developed metrics based strategies and well researched consensus based solutions to address the DWM goals. The BIW and the IT Technician Pathways are strategically configured to get CTE students working in six months or less with stackable credentials to build a career.

The Business Information Worker (BIW) guided pathway was developed as solution to

align nonstandard curriculum found in many departments into a cohesive statewide pathway. With abundant research, a sound communications strategy and a 'community engagement specialist', Steve was able to get 80% of the CCCs to identify their college as offering the BIW pathway through a unique 'opt-in' strategy. The BIW links to industry recognized Certifications (e.g. Microsoft Office Specialist, QuickBooks, Salesforce.com) and is cross-walked to Lynda.com videos for a flipped classroom option for faculty. Most Regional Consortia have pre-approved colleges to offer the pathway, as the demand is universal. The Academic Senate has adopted the BIW pathway as a C-ID standard, and it is being used as a basis for certification statewide, as well as for AS degrees. A BIW-Cohort Program is underway in partnership with the CA Hispanic Chamber of Commerce to help recruit and retain students to completion.

The IT Technician Pathway, was similarly vetted by industry experts, linked to the IT Model Curriculum, and to major IT industry-recognized Certifications (e.g., Cisco, CompTia, MOS) and is currently adopted by 40+ CCCs.

For the Computer Science, Digital Media and Entertainment sub-sectors, Steve has led the Sector team resources to develop the most relevant and effective strategies to positively impact students getting jobs quickly. All Sector strategies are routinely discussed at the weekly meetings with the region-based DSN team, as well as communicated to the field by website, flyers, presentations, and newsletters.

**ICT/Digital Media Sector Leadership to Maintain Balance between Industry Needs and Student Success:** A majority of CCC students are at a community college for less than a year, taking a course or two and moving on. Steve conducted a counselor survey with Dr. Olivia Herriford to determine the awareness of CCC counselors with regard to IT CTE pathways as a solution. Many counselors and even some faculty are not aware of the job marketplace and would welcome guidance. Steve has led his team to research to develop pathways for the job entry student (i.e. BIW and ITTP) to support early success in the field and meet industry needs.

Industry-recognized, third-party certifications are the most universally valuable – and needed - credentials students can obtain for technical jobs. These certifications are available via individually verifiable digital badges that students can post on their LinkedIn profiles. These are then searchable by recruiters looking to fill jobs. This revolution in staffing has been included in the BIW and ITTP Pathways that Steve developed with his team. Students and faculty are informed of the certifications, digital badges, and LinkedIn profile training/placement agencies on the ICT-Team website.

For the CCC students that already have a job or a B.S. degree there is a need to provide up-skilling opportunities, such as for Cybersecurity or Programming (e.g., Python, Java). Many of these advanced modules are being supported by the NetLabs+ User Group that Steve initiated in response to the funding he directed toward the purchase of NetLab+ gear. NetLabs+ provides 24/7 access to a computer networking lab for students to use from any location and still be monitored by faculty. The platform supports entry level as well as very sophisticated advanced cybersecurity training for

experienced technicians. With curriculum funded by the National Science Foundation this tool has rapidly spread with Strong Workforce funds throughout the system. Steve has funded the NetLabs+ User Group and the staff to run it so that faculty can archive and share best practices in NetLabs+ opportunities for students.

**Building Trust:** Steve makes several presentations a month and always incorporates the Doing What Matters four Overarching Goals in every presentation as it is helpful to delineate the targeted role of his team so that it is not seen as threatening to all other activities that may go on at a CCC campus. While Steve is a persistent investigator and articulate spokesperson, his goal is always to assure student success in the workforce. This student perspective is a genuine interest from which to build trust and common ground with faculty, Key Talent, industry and government.

**Building Partnerships to Identify Opportunities to Build Strategic Relationships to Help Achieve Grant Goals:** Steve has partnered with a host of organizations and people to leverage the expertise and resources to assist colleges with improving their programs to attain measurable gains in SWP metrics. Examples of such partnerships include the following:

- LinkedIn to provide a researched crosswalk of Lynda.com videos to the BIW curriculum
- The CA Hispanic Chamber of Commerce to provide statewide chamber level support for the BIW Cohort program at 10 colleges
- Cisco to develop training for CCC faculty at two events per year, for five years
- A collaboration of CSUs, UCs, government and industry to create the CyberHUB organization to help high schools offer the after-school CyberPatriots program
- The Academic Senate to approve the BIW and the IT Technician Pathways as statewide C-ID approved programs
- The California Film Commission to fund internships on film sites as part of a tax incentive program,
- Cal Poly San Luis Obispo and the Governors GO-Biz Office to host the statewide CyberCup Challenge.
- Pearson Acclaim to host Digital Badging conferences for CCC applications
- IT Certification Council and the Internet of Things Talent Consortium to research industry needs

**Decision Making:** Steve compares data from different sources to develop appropriate solutions that facilitate stakeholder ownership of decisions. His background is as a Market Research and Strategic Planner for Verizon. His goal has been to bring enterprise-level research and strategy to the CCCs for the benefit of the students. Initially he led the ICT Team through a year of research and corroboration of findings to assure that programs and pathways in development were right.

Steve avails himself of the latest in IT Industry periodicals and research, attends significant conferences (e.g., SXSW Interactive, Interop, others) and joins project oriented industry groups to understand and validate industry talent needs. Steve has utilized Burning Glass, EDD Data and EMSI as tools and worked with the COE Group to

establish market demand. To validate pathway drafts Steve uses the Delpi Method of a panel of experts to virtually vet pathway skills and the sequence of attainment needs. In developing the BIW pathway, Steve designed and contracted for a 400 business survey (30 minute phone interviews) to establish the office technology middle skills currently in demand in small- to medium-sized businesses. The results were eye opening with QuickBooks and Outlook in a dead heat for most valuable (and under-represented in our CCC catalogue). For Steve, Labor Market research includes an academic process as well as the more relevant field research.

**Delivers Results:** Steve's Team has lead the sectors in CCCAOE presentations, exhibit table sponsorships, and visibility year after year. The internal communication necessary to drive college acceptance of new sector programs and pathways is a non-stop effort. The results are significant: 80% of CCCs aligned with the BIW pathways; 40+ CCCs have the IT Technician Pathway; and 80% of CCCs now have access to the NetLabs+ computer networking lab.

Recognizing the need for a more robust cybersecurity workforce, Steve aligned with the LAUSD Beyond the Bell program which featured the Cyber Patriot after school program. Working with DSNs the Team developed a high school CyberPatriot tool kit to expand the program in California. As part of an overall interest in Cybersecurity that program is now ten times larger than it was, and the ICT Team has collaborated with CyberHUB to develop a statewide sports-like organization to grow this valuable funnel of high school STEM students in IT.

Recognizing that the demand for the IT professional was shifting to Bachelor's Degrees, Steve undertook a campaign to assure that CCC students who complete the IT Technician Pathway or IT Model Curriculum can transfer units to contribute toward achievement of a degree. Every possible alternative including the CCC Bachelor's Degree program was investigated, culminating in a joint hearing at the California Assembly to investigate the need. While a CCC Bachelor's in IT is not in the immediate future, the focus is now to develop articulated pathways, public or private, so that IT will get the support it needs from counselors and parents.

**Resource Allocation:** Steve has carefully selected contract services vendors paid by his SB 1402 funding that produce and develop the materials, functional websites and events that define the ICT-Digital Media Sector. With a weekly meeting to review objectives and assure collaboration this team has contributed significantly to the entire output of the ICT Sector. Steve meets weekly with the entire DSN Team and other related ICT collaborators to share best practices and seek the most effective use of funds and resources. Collectively, for the past five years the ICT Team has produced the Digital Media Educators Conference at College of the Canyons and has helped start many CyberPatriot teams around the state.

**Strategic Agility:** Steve has had to reinvent and adjust to changing realities in the labor market. In the past five years the traditional IT Technician role has shifted to focus on Cybersecurity and the Internet of Things Technician. Sudden and increasing interest by

industry partners, government agencies and educators have resulted in increased funding, increased engagement, and a flurry of quick fixes. The role of a Sector Navigator is to consider these industry changes, our students, our system capacity and develop a strategy to meet the need. The IT Technician Pathway, ITTP, was augmented to become the ITTP-Cyber with the additional and relevant courses added, and shifted to embrace the CyberPatriot high school program and competition supported by CCCs in collaboration with the CyberHUB. Additionally, the need for adult upskilling in Cybersecurity can be met through our NetLabs+ system and development of specialized programs.

Steve has been working with the regions and colleges to initiate projects to meet the critical ICT workforce needs in the state, and across the regions, especially in Cybersecurity. Many of the relationships cultivated and the seeds planted for ICT program development are ready to fruition in the next cycle. Having laid the ground work over the past five years, Steve has built up a network of industry and business partners, workforce development collaborators, contractors/experts, and college colleagues to continue providing quality and substantial assistance to make measurable improvement and progress on ICT/Digital Media Sector training and outcomes.

**4. Describe how the host of the Statewide Sector Navigator – RFA can enable effective implementation at the direction of the CCCC.**

The selection of the Sector Navigator Key Talent by Rancho Santiago Community College District (RSCCD) for this position is the most important consideration. Steve Wright, an experienced and highly accomplished Sector Navigator for the past five years is known for his support of the CCCC programs and their goals. He has been a champion of the DWM Goals with every presentation he has made over the last five years and is a great supporter of the *Vision of Success* and the metrics it represents.

Rancho Santiago CCD will provide support and follow-up to be responsive to the CCCC, it will rely on the Sector Navigator to keep informed of progress and any significant challenges that arise that may hinder the completion of the work plan or any guidance from the CCCC. The Supervisor of Record will maintain a close supportive relationship with all Key Talent, and will provide dedicated administrative support and consultative guidance. RSCCD has served successfully as the host for the Sector Navigator-ICT/Digital Media since 2013, the first year of the initiative. The District understands the function and value of the Sector Navigator position, recognizing that the Sector Navigator's work is directed by the CCCC, and that the host's role is to support the Sector Navigator with resources, support and guidance to implement those directives. Serving as a host is similar to serving as a Fiscal Agent, which Rancho Santiago CCD is also familiar with, in that the responsibility for the direction and content of the work is from the CCCC or the Key Talent, whereas the host's or Fiscal Agent's role is to assist with the technical and procedural aspects of implementing that work (e.g., sub-agreements, contracts, invoices, budget management, etc.).

**RESPONSE TO NEED**

The “Supervisor of Record” that hosts the Sector Navigator will monitor the grant activities. The applicant addresses the following:

**Fiscal Operations**

**1. Serve as a fiscal agent and/or fiscal management of grants/contracts.**

Rancho Santiago CCD has successfully served as the fiscal agent for numerous grants creating hundreds of sub-agreements and contracts, according to state and federal sub-recipient and procurement guidelines, as well as according to the specific terms and conditions of the grants and the policies and procedures of the District.

**2. Timely and efficient management and payment of subcontracts for projects.**

Rancho Santiago CCD has established a system for development, approval, and execution of sub-agreements and contracts expeditiously and on a large scale as fiscal agent for the CTE Enhancement Fund, SWP-Regional Share, and CTE Data Unlocked. The Grants Office maintains a spreadsheet for each project that contains detailed information for each sub-agreement and contract to use for monitoring and tracking in order to identify issues for follow-up, resolve issues and expedite payment processing.

**3. Experience administering grants/contracts with multiple project stakeholders and subcontractors.**

Rancho Santiago CCD is the host of the LA/OC Regional Consortium and the Fiscal Agent for the Los Angeles/Orange County Region’s Strong Workforce Program-Regional Share funds. In that role RSCCD administers sub-agreements with each of the 28 colleges, for each SWP fiscal year allocation, as well as creates and monitors agreements and contracts with a variety of partners and contractors. RSCCD has extensive experience administering large scale, multi-stakeholder projects.

**4. Description of staffing the grant to ensure its responsiveness to address the programs providing funds.**

Steve has put together a team of contractors that has proven effective in achieving SN-ICT/Digital Media projects on a large scale. Further, the Fiscal Agent will assign dedicated staff to generate the sub-agreements, contracts, independent contractor agreements to implement the work, as well as provide fiscal review, and compliance review and guidance.

**5. Provide a chart of the district’s billing process, describe the standard turn-around time/process for payment, and follow up.**



**6. Describe how your business and human resources processes provides the flexibility, timelines and monitoring supportive of the CCCCO needs to deploy a statewide Sector Navigator.**

Rancho Santiago CCD has cultivated familiarity with its HR and Business Office

processes, and has developed the capacity and flexibility needed to adjust to a mission-drive and outcome-driven framework, and is able to keep on track and adjust when things do not go as originally planned. RSCCD will continue to serve as an effective host for the Sector Navigator.

### **The Sector Navigator Role**

#### **1. Describe the organization and structures in place to accomplish the outcomes or the structure the Sector Navigator will put in place to take on these activities.**

Over the last five years, Rancho Santiago CCD and the SN-ICT/Digital Media, 2013-2018, have worked out an effective system to implement the work. Steve has built effective relationships with the DSN-ICT/Digital Media and the Regional Consortia, as well as a network of college partners and collaborators. This extensive network built over five years of dedicated work will continue the effort for the next five years.

#### **2. Describe how you will ensure the Statewide role is deployed, monitored to perform in accordance to expectations for sector success.**

The Supervisor of Record will schedule bi-weekly meetings with the Sector Navigator to maintain awareness of sector activities and progress, identify and resolve issues, and anticipate new opportunities and challenges. Further, as the Grants Office, LA/OC Regional Consortium, the Orange County DSN-ICT/Digital Media, and the Sector Navigator-ICT/Digital Media are housed in the Educational Services Division there is centralized administration of the factors for success: grant, contract and fund management and compliance monitoring; and collaboration to identify pilots, models, and braided funding strategies. RSCCD has developed an effective working relationship with Steve Wright over the past five years of Sector Navigator implementation, reliably meets the expectations for a Key Talent host and as a Fiscal Agent, and will provide its know-how and resources to support the Sector Navigator.

#### **3. Describe how the Sector Navigator will ensure the Statewide role is supportive of Guided Pathways and the Strong Workforce Program.**

Steve has been an early innovator in pathway development, establishing the Business Information Worker Pathway as an “opt-in” model using existing courses, which resulted in 80% of colleges adopting the pathway. He also created the IT Technician Pathway, using a similar approach, with 40 colleges adopting the pathway. His approach to pathway development is a model that reviews the resources and programs available, the in-demand jobs in the field, and creates a system that facilitates college adoption of pathways resulting in successful scale-up. Steve is experienced in building multi-partner, multi-funded projects. He has engaged partners in creating four ISPIC projects matched by college and regional SWP funds to strengthen ICT/DM programs.

#### **4. The core competencies describe traits that especially critical and pertinent for Sector Leadership and functions of the organization ... [give] examples of each competency in the person you propose for the SN role:**

**Organizational Savvy:** Understands the political environment and navigates it sensibly. Steve worked with the Academic Senate to achieve statewide adoption of two ICT pathways. He worked effectively with assembly-members Jacqui Irwin, Chair Cybersecurity Select Committee and Jose Medina, Chair Higher Education Committee.

**Sector Strategy:** Steve was able to get 80% of the CCCs to identify their college as offering the BIW pathway through a unique ‘opt-in’ strategy. The BIW links to industry

recognized Certifications and is cross-walked to Lynda.com videos for a flipped classroom option for faculty. The Academic Senate adopted the BIW as a C-ID standard that is a model for certification statewide as well as for AS degrees.

**Sector Leadership:** Steve conducted a counselor survey with Dr. Olivia Herriford to determine the awareness of CCC counselors with regard to IT CTE pathways as a solution. Many counselors and even some faculty are not aware of the job marketplace and would welcome guidance. Steve has led research on pathways for the job-entry student (i.e. BIW and ITTP) to support early success in the field and meet industry needs.

**Building Trust:** Steve makes several presentations a month and always incorporates the Doing What Matters' four Overarching Goals in every presentation to delineate the targeted role of his team so that it is not seen as threatening to all other activities that may go on at a CCC campus.

**Building Partnership:** Steve secures partners needed for ICT/Digital Media workforce development: e.g., LinkedIn; CA Hispanic Chamber of Commerce; Cisco to develop training for CCC faculty; the CSUs, UCs, Government and industry; Academic Senate; CA Film Commission; Cal Poly SLO and the Governor's GO-Biz Office; Pearson Acclaim; IT Certification Council and the Internet of Things Talent Consortium.

**Decision Making:** Steve has brought enterprise-level research and strategy to the CCCs for the benefit of the students. He has utilized Burning Glass, EDD Data and EMSI as tools and worked with the COE Group to establish market demand. To validate pathway drafts, Steve uses the Delpi Method of a panel of experts to virtually vet pathway skills and the sequence of attainment needs.

**Delivers Results:** With 80% of CCCs aligned with the BIW pathways and 40 CCCs with the IT Technician Pathway the results are significant. 80% of CCCs now have 24/7 access to the NetLabs+ computer networking lab.

**Resource Allocation:** Steve has never returned funds or been under spent. In fact he has been available to effectively spend surplus funds at CCCCCO discretion (e.g. \$200K for the initial pre-Strong Workforce NetLabs+ investment).

**Strategic Agility:** Steve has had to reinvent and adjust to changing realities in the labor market. In the past five years the traditional IT Technician role has shifted to being the Cybersecurity and the Internet of Things Technician. The IT Technician Pathway was augmented to become the ITTP-Cyber with the additional courses added.

### **5. Describe your strategy for cultivating Chief Instructional Officer engagement and support in every region that has prioritized the sector.**

The strategy to cultivate CIO engagement and support, which for ICT will be 114 CIOs, will be a monthly CIO newsletter to briefly cover the relevant current opportunities to grow enrollment and FTES thru ICT Programs. Additionally, a Customized College metrics based 'Opportunity Assessment' will be piloted to identify instructional opportunities at their college. Personal visits will be offered to discuss and the top 20 CCCs with IT programs will be targeted for follow-up. Listening to what the CIOs need from the ICT Sector and delivering will be the key strategy.

### **6. Describe process to retain the person you propose for the Key Talent role.**

RSCCD's strategy to host and retain the Key Talent is to provide a reliable and efficient system to support Sector Navigator work, and to be responsive and resourceful in assisting the Sector Navigator to implement the projects and objectives of the CCCCCO.



**THIS FORM MAY NOT BE REPLICATED**

**APPENDIX B**

**PROJECT:** Sector Navigator

**SECTOR (If applicable):** Info & Comm Tech (ICT)/Digital Media

**DISTRICT:** Rancho Santiago CCD

**COLLEGE:** N/A

**FISCAL YEAR:** 2018/19

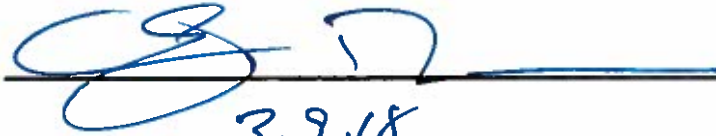
**RFA NUMBER:** 18-158

**Collaborative Regional Workplan Certification**

In accordance with the required grant renewal process, I certify that I have conducted collaborative regional planning with other regional key talent to develop common workplan objectives (where possible), associated with the required common metrics.

**Print Name:** Enrique Perez, J.D. (Project Administrator)

**Signature:**



**Date:**

3.9.18

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 1  
Build and implement new or improved guided pathways to a postsecondary industry- valued credential, certificate or degree, with consideration for stackability.

Strong Workforce Metrics:  
Select: 2 Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \*

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Broaden participation in high school CyberPatriot programs and mentoring to increase high school students' interest and entrance into IT/Computer Science pathways. Improve IT Technician Pathway to include Cybersecurity specialization. Promote community colleges' adoption of the ITTP and C-ID standardization, which increases articulation between CCs and CSUs. Support NetLab+ ed tech support to increase colleges capacity to provide industry-standard ICT and cybersecurity curricula and broadens access. Pursue articulation to public and private institutions.	1.1 - 1.2 Create complete pathways in ICT, from high school to 4-year universities, that include industry-valued credentials and preparation for occupations at intervals along the pathway. This model leverages the need for employment and the benefits of continued education by preparing students to gain experience in the sector, build professional networks, and continue to gain credentials enabling them to advance in their fields.	3rd Quarter	CA CyberHUB, CyberPatriots Academic Senate, LTS,INC Cisco, CompTIA
1.2	Improve Business Information Worker Pathway to include Cohort Program, Digital Badge Option, C-ID implementation, and increased number of AA/AS offerings with assistance for 3rd-party Industry Certifications.		2nd Quarter	CA Hispanic Chamber of Commerce Integrative Impact, LLC Pearson
1.3	Identify employable skills based on Digital Media pathways involving hybrid skills ( i.e. business, others).	1.3 Create Digital Media pathways that are cross-disciplinary to connect students to occupations and careers that are in-demand and include and value proficiency in digital media: e.g., business and marketing, retail/hospitality/tourism, etc. Earning credentials in complementary disciplines will increase digital media students' employability and give them an advantages and more options in the marketplace.	1st Quarter	Integrative Impact, LLC

5.9 (25)

**APPENDIX B**

**PROJECT:** Sector Navigator  
**SECTOR (If applicable):** Info & Comm Tech (ICT)/Digital Media  
**DISTRICT:** Rancho Santiago CCD  
**COLLEGE:** N/A  
**FISCAL YEAR:** 2018/19  
**RFA NUMBER:** 18-158

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

**Objective:** 1  
 Build and implement new or improved guided pathways to a postsecondary industry- valued credential, certificate or degree, with consideration for stackability.

**Strong Workforce Metrics:**  
 Select: 2) **Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \***

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	Lead the ICT-Digital Media Sector Team (including sub-sectors, IT, BIW, Digital Media, Software Development and Entertainment) in collaboration with grant funding from Strong Workforce, Guided Pathways, Apprenticeship funding, ISPIC, CA Tech Hire funding as well as industry support from CyberHUB, LinkedIn, CompTIA, CA Hispanic Chamber of Commerce, and others.	1.4 Better utilization of funds to improve synergy and prevent duplication of effort.	2nd Quarter	SN
1.5				
1.6				

5.9 (26)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 2  
Expand or retool credit-bearing credential career education (CTE) programs to address labor market needs by sector and by region.

Strong Workforce Metrics:  
Select: 2) Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \*

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Facilitate statewide C-ID adoption for IT Model Curriculum.	2.1 - 2.2.i C-ID numbers for IT coursework in an IT Transfer Model Curriculum will increase articulation between colleges and to the CSUs. This will address the Vision for Success goals to increase completion and reduce the number of units taken, as students will not be forced to re-take classes because their prior coursework will transfer and count toward certificates and degrees. An IT TCM supports a pathway that prepares for employment (certificates, associates, certifications) and for transfer to baccalaureate programs. needed for advancement.	3rd Quarter	Listen to See
2.2	Encourage the adoption of the Business Information Worker (BIW) Certificate and Associate Degree with C-ID Curriculum. Expand systemic pathway adoption statewide with encouraged opt-in CCC participation and support for standardized offerings ( i.e. BIW, ITTP, Others)	2.1 - 2.2.ii Alignment with a common standard through C-ID course numbers and Transfer Model Curriculum will improve the presentation of community colleges' ICT program content and value to industry, resulting in improved collaboration between employers, industry leaders and the colleges.	3rd Quarter	II,LLC, CAHCC, AS
2.3	Promote and support professional development opportunities at conferences: e.g., Digital Media Educators Conference, ICT Winters Conference, CA Business Educators Association and WASTC Summer IT Training.	2.3 Faculty are current with the technology and workforce skill requirements in the ICT/Digital Media Sector, and retool their programs to reflect the standards and expectations of industry to ensure students are prepared and gain employment in their fields of study.	1st Quarter	WASTC, CBEA, Team

5.9 (27)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 2  
Expand or retool credit-bearing credential career education (CTE) programs to address labor market needs by sector and by region.

Strong Workforce Metrics:  
Select: 2) Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \*

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.4	Upgrade California Community Colleges IT readiness with the IT Readiness Inventory to drive Strong Workforce investments.	2.4 Results from the inventory will provide a status report of the IT program capacity throughout the state: none, nascent, developing, model programs. This will enable strategic investments through data-driven decisions and regional partnerships to build capacity: e.g., model programs guiding development, developing and nascent growing capacity, and those with no programs getting experienced guidance on how and where to start.	3rd Quarter	Listen to See
2.5	Campaign for 10 CAE2y (Centers of Excellence in Cyber Defence) certifications for 10 colleges.	2.5 Foster programs of excellence in cybersecurity to demonstrate the California community colleges quality and capacity to address the critical workforce need in cybersecurity, and to promote models of excellence that set the standard and can be adopted/adapted by other colleges.	3rd Quarter	Listen to See
2.6				

5.9 (28)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 3  
Provide career awareness for high school students, community colleges students and adults.

Strong Workforce Metrics:  
Select: 2 Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \*

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Promote CyberPatriots program with local high schools and encourage community college mentors, seed fund as appropriate. Promote and share with Counselors best pathways for IT students (HS Communication)	3.1 - 3.5.i Increase the funnel of HS students interested in Cybersecurity and the CCC ITTP-Cybersecurity program, as demonstrated by increased offering of cybersecurity programs, increased participation, especially among underrepresented populations, dual enrollment in IT courses, and continued enrollment into community college IT programs.	1st Quarter	DSNs, CyberHUB Integrative Impact, LLC
3.2	Identify Computer Science Transfer Model Curriculum, AS-T and Articulation pathways and promote to high school students and parents. Promote the Computer Science AS-T and transfer to HS and CCC students as an economical and effective pathway.	3.1 - 3.5.ii Increase the number of students who earn IT certificates, associate degrees, and certifications.	1st Quarter	ICT SN Team
3.3	Promote the Computer Science AS-T and transfer to high school and community college students, counselors and parents, as an economical and effective pathway that leads to high-wage, in-demand occupations.	3.1 - 3.5.iii Increase the number of Computer Science transfers from California community colleges to the CSUs.	1st Quarter	ICT SN Team

5.9 (29)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 3  
Provide career awareness for high school students, community colleges students and adults.

Strong Workforce Metrics:  
Select: 2) Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \*

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.4	Conduct Business Information Worker (BIW) Pathway outreach through visits to high schools and the community colleges. Promote and share the Business Information Worker Pathways to gainful employment in six months.	3.1 - 3.5.iv Build understanding and support for IT pathways among parents, counselor, and teachers.	1st Quarter	DSNs, Integrative Impact, LLC
3.5	Engage proactively with counselling professionals, parents, students and faculty to communicate and support guided sector pathways BIW, ITTP and Computer Science Transfer via presentations, web resources, newsletters, and outreach and informational materials.		1st Quarter	Integrative Impact, LLC Listen to See
3.6	Provide guidance and resources to assist counselors with offering LinkedIn seminars for students.	3.6 Prepare students to showcase their achievements as a standard practice for entering and advancing in their careers, and encouraging continued progress and achievement in IT pathways.	1st Quarter	DSNs, Integrative Impact, LLC

5.9 (30)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 4  
Grow high school/college dual enrollment credential programs.

Strong Workforce Metrics:  
Select: 1 Number of course enrollments: The number of registrations in courses (may include duplicated students)\*\*

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Promote and support expansion of CyberPatriot programs at high schools to foster interest in IT/computer science/cybersecurity careers.	4.1-4.3 Increased interest and enrollment in IT pathways and dual enrollment courses.	3rd Quarter	DSNs
4.2	Promote pathway programs that provide dual enrollment courses for high school students to earn A+ certification.	4.1-4.2 Increase the number of high school students and community college students that enroll in cybersecurity dual enrollment courses and the ITTP-Cybersecurity program.	3rd Quarter	DSNs
4.3	Develop dual enrollment opportunities for early Business Information Worker courses and promote to other colleges.	4.3 Increase the number of high school students enrolled in BIW pathways courses.	3rd Quarter	DSNs

5.9 (31)



**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 5  
Strengthen four-year college partnerships where labor market need warrants.

Strong Workforce Metrics:  
Select: 3) Number of students who transferred: Unique individuals who transferred to a four-year institution

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	Build relationships with CSUs and others via CyberHUB to promote and facilitate IT Transfer Model Curriculum and C-ID conformance in IT campuses to establish and expand transfer pathways for IT programs.	5.1 - 5.3 Increase the number of community college students that transfer based upon the IT model curriculum to achieve a 4 year degree.	3rd Quarter	CyberHUB
5.2	Research and propose alternate Computer Science AS-T curriculum for transfer to CSUs and UCs to improve access and reflect changing CS requirements nationally.		4th Quarter	DSNs, CyberHUB
5.3	Survey and publicize advantageous articulation and TMCs to CSUs from CCCs in ICT sector with CSU engagement.		2nd Quarter	CSUs

5.9 (32)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 5  
Strengthen four-year college partnerships where labor market need warrants.

Strong Workforce Metrics:  
Select: 3 Number of students who transferred: Unique individuals who transferred to a four-year institution

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.4	Collaborate with private 4-yr schools for IT Cybersecurity Articulation (e.g., National, Western Governors, Colorado Tech, AZ State). Develop cyber relationship with CSUs and other via CyberHUB.	5.4 Expand articulation to increase students' transfer options to increase the number of students who earn four-year degrees.	3rd Quarter	CyberHUB
5.5				
5.6				

5.9 (33)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 6  
Focus on closing equity gaps by building strong partnerships in our urban and underserved areas.

Strong Workforce Metrics:  
Select: 2) Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \*

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.1	Support expansion of CyberPatriot programs in urban and underserved areas (e.g. LAUSD Beyond the Bell), and collaborate with non-profits that have the ability and trust to draw students to participate in these programs. Determine how to give them CCC and transferrable credit for learning in programs.	6.1 - 6.4 Reduce regional achievement gaps across all of the above measures through faster improvements among colleges located in regions with the lowest educational attainment of adults, with the ultimate goal of fully closing regional achievement gaps within 10 years.	2nd Quarter	CAHCC, LinkedIn Integrative Impact, LLC, Pearson Academic Senate
6.2	Evaluate resource needs to facilitate participation in CyberPatriot competitions: e.g., access to equipment, facility space, trained staff, mentors, etc., and use this information to secure required support.		2nd Quarter	Integrative Impact, LLC
6.3	Explore how to give CyberPatriot students transferrable credit for learning outcomes obtained through participation in the program.		2nd Quarter	Academic Senate

5.9 (34)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 6  
Focus on closing equity gaps by building strong partnerships in our urban and underserved areas.

Strong Workforce Metrics:  
Select: 2) Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \*

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.4	Expand the Business Information Worker internship model, in collaboration with the California Hispanic Chamber of Commerce, to underserved areas.		1st Quarter	Integrative Impact, LLC CAHCC, LinkedIn Pearson Academic Senate
6.5				
6.6				

5.9 (35)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 7  
Make it easier for adults to earn an industry-valued credential, certificate or degree.

Strong Workforce Metrics:  
Select: 2) Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \*

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.1	Develop effective post-baccalaureate Certifications in IT, e.g. Cybersecurity, B2B Sales, High level IoT (Internet of Things), and Healthcare IT for mid-career advancement.	7.1 Provide statewide access to professional IT and Cybersecurity upskilling for the CA workforce.	3rd Quarter	CompTIA Listen to See
7.2	Encourage work-based Cyber competition to incentivize adult learning among union technicians.	7.2 Provide game based incentive for adult learners to retool and improve cybersecurity skills.	4th Quarter	CyberHUB
7.3	Establish an Entertainment Enhanced Directory Guide for Education combining entry pathways, up-skilling pathways and exit pathways and assets among colleges - on one site - to accelerate the student, employee and freelancer success in Entertainment.	7.3 Enable adults to retool and upgrade entertainment skills for workplace.	2nd Quarter	Listen to See Integrative Impact, LLC CA Film Commission

5.9 (36)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 7  
Make it easier for adults to earn an industry-valued credential, certificate or degree.

Strong Workforce Metrics:  
Select: 2) Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \*

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.4	Identify CTE programs for incumbent and underemployed adults to upskill in Digital Media for additional business career relevance.	7.4 Enable adults to retool and upgrade Digital Media skills for workplace.	3rd Quarter	Integrative Impact, LLC
7.5	Offer Business Information Worker courses through the WIB and Lynda.com, or CCC on-line college.	7.5 More adults will self-assess and complete the BIW pathway.	4th Quarter	Integrative Impact, LLC CA Hispanic Chamber of Commerce LinkedIn
7.6				

5.9 (37)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 8  
Expand work-based learning programs for students.

Strong Workforce Metrics:  
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 (based on responses in the CTE Outcomes Survey)

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
8.1	Establish statewide apprenticeship programs based upon the Business Information Worker and the IT Technician Pathways.	8.1 - 8.3 Establish statewide programs that will increase the number of students who participate in internships, workbased learning, or apprenticeships to build experience and connections in industry and increase their advantage in the marketplace, leading to increase employment in students' fields of study.	3rd Quarter	Integrative Impact, LLC CA Hispanic Chamber CyberHUB Dept. Apprenticeship Standards
8.2	Outreach to industry for partnerships, BIW Cohort, ITTP Office depot, and/or apprenticeship models. encourage DSNs to visit local businesses and develop opportunities for internship, work-based learning, and apprenticeships.		2nd Quarter	Integrative Impact, LLC CA Hispanic Chamber Dept. Apprenticeship Standards
8.3	Work with Workforce Investment Boards, Employment Training Panel (ETP), Department of Apprenticeship Standards and other state-funded workforce development agencies to advance apprenticeships in Business Information Worker and IT Technician Professional Pathways.		3rd Quarter	SN

5.9 (38)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 9  
Enhance the partnerships between business and education.

**Strong Workforce Metrics:**  
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 (based on responses in the CTE Outcomes Survey)

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
9.1	Support business community engagement in collaboration with CyberHUB.	9.1 Better statewide teaming between education, business and government to meet cybersecurity needs.	2nd Quarter	CyberHUB
9.2	Manage California Hispanic Chamber of Commerce Cohort program to increase chamber business members' participation.	9.2 Businesses associated with the CA Hispanic Chamber will increase hiring of CCC BIW students.	1st Quarter	CA Hispanic Chamber Integrative Impact, LLC
9.3	Continue to research and develop sector expertise and ability to stay current with industry workforce development needs, trends, and funding opportunities in order to provide expert guidance "including market intelligence" to the Chancellor's Office, DSNs, Regional Consortia and regional sector-specific programs. Invest in expertise development by attending professional conferences: e.g. SxSW, Interop. Join professional organizations that have businesses that would hire our students.	9.3 Ability to represent CCCCCO and CCC system with current knowledge of industry issues and employment challenges.	4th Quarter	SN

5.9 (39)



**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 9  
Enhance the partnerships between business and education.

**Strong Workforce Metrics:**  
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 (based on responses in the CTE Outcomes Survey)

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
9.4	Lead CCCAOE Committee on Industry Relations.	9.4 CCCAOE will have better business engagement in achieving the CCC mission.	3rd Quarter	SN
9.5	Develop statewide Industry Sector Project in Common for an online advisory network.	9.5 Engage higher quality business contacts in user friendly advisory platform to provide feedback on curriculum and to engage business in CCC endeavors.	3rd Quarter	DSNs, Salesforce
9.6				

5.9 (40)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 10  
Replicate good practices/models and effective career education (CTE) across multiple colleges and multiple regions where labor market needs warrant.

Strong Workforce Metrics:  
Select: 2) Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \*

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
10.1	Partner with statewide Cyber collaborations to align with CCC IT Training Pathways.	10.1 Support IT pathway students with real world partner collaboration and standardization.	3rd Quarter	CyberHUB
10.2	Support NetLab+ User Group for faculty access to best Ed tech solution for IT.	10.2 Increase colleges capacity to offer IT courses and labs, and increase access to those courses and labs, through consistent 24/7 lab curriculum and faculty collaboration.	1st Quarter	Listen to See
10.3	Promote Business Information Worker II for every campus, and facilitate conversion of BIW courses to CTE C-ID.	10.3 Increase the number of CCC students who earn degrees, credentials, certificates or specific skill sets for in demand jobs. Will increase students employed in their field of study and generate faster improvements among traditionally underrepresented student groups.	2nd Quarter	Integrative Impact, LLC

5.9 (41)

**APPENDIX B**

**PROJECT:** Sector Navigator  
**SECTOR (If applicable):** Info & Comm Tech (ICT)/Digital Media  
**DISTRICT:** Rancho Santiago CCD  
**COLLEGE:** N/A  
**FISCAL YEAR:** 2018/19  
**RFA NUMBER:** 18-158

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

**Objective:** 10  
Replicate good practices/models and effective career education (CTE) across multiple colleges and multiple regions where labor market needs warrant.

**Strong Workforce Metrics:**  
**Select:** 2) **Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \***

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
10.4	Utilize data and LaunchBoard metrics to identify and verify successful strategies and gaps, communicate FTES optimization strategy to CIOs and Regional Consortia; supporting and contributing to statewide and regional sector strategic planning. Outreach to CIO with a ICT students metrics based 'Opportunity Assessment' for CCCs in Regions to target pathways effectiveness.	10.4 Metrics based proof of concept will result in more adoption statewide leading to increased enrollment and completion in IT programs.	2nd Quarter	SN, KB
10.5	Facilitate AS DIGs schedule to prioritize emerging technologies like: cybersecurity and other Business use of Digital Media.	10.5 Greatly improved faculty adoption will occur.	1st Quarter	SN
10.6	Develop Communication plan: presentations and panels at CCCAOE, CBEA, DMEC, ICT Winter, newsletter, flyers in support of pathways, archive materials online, constant contact, capabilities presentation for DSNs, videos, etc.	10.6 Achieve messege penetration to all levels throughout the CCC system.	1st Quarter	SN, CyberHub Integrative Impact, LLC

5.9 (42)

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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

Objective: 10  
Replicate good practices/models and effective career education (CTE) across multiple colleges and multiple regions where labor market needs warrant.

Strong Workforce Metrics:  
Select: 2 Number of students who got a degree or certificate: Unique individuals who completed a credit or noncredit local certificate, credit or noncredit Chancellor's Office approved certificate, associate degree, or applied bachelor's degree \*

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
10.7	Develop and review concrete action plans from supporting staff and weekly review calls to assure progress toward goals ( We3 and DSN).	10.7 The ICT /Digital Media Team of 10 DSNs will stay on message and provide consistent support.	1st Quarter	SN
10.8				
10.9				

5.9 (43)

Board of Governors, California Community Colleges  
Chancellor's Office (CCCCO)

THIS FORM MAY NOT BE REPLICATED

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (if applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

**APPLICATION BUDGET SUMMARY**

NOT Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROGRAM FUNDS REQUESTED	Match Required
			\$ 372,000	100%
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 37,409	\$ 0
3000	EMPLOYEE BENEFITS	3	\$ 25,314	\$ 0
4000	SUPPLIES AND MATERIALS	4	\$ 1,070	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 293,900	\$ 372,000
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
<b>TOTAL DIRECT COSTS:</b>		8	\$ 357,693	\$ 372,000
<b>TOTAL INDIRECT COSTS (Not to Exceed % of Direct Cost): 4%</b>		9	\$ 14,307	
<b>TOTAL COSTS:</b>		10	\$ 372,000	\$ 372,000

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

**Project Director:**

Name: Stephen (Steve) Wright (Independent Contractor)  
Authorized Signature: 

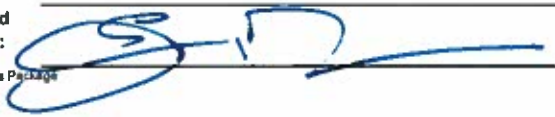
Title: Sector Navigator  
Date: 3/13/2018

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

Name: Peter J. Hardash  
Authorized Signature: 

Title: Vice Chancellor, Bus. Op. & Fiscal Services  
Date: 3/14/18

**Project Administrator (or authorized designee):**

Name: Enrique Perez, J.D.  
Authorized Signature: 

Title: Vice Chancellor, Educational Services  
Date: 3/13/18

CCCCO Forms Page 10

PROJECT: Sector Navigator

SECTOR (if applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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.

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	FUNDS REQUESTED	
		Economic Development:Senate	
		\$	372,000
1000		\$	-
2000	Classified Salaries, Non-instructional (Regular, Full-time) Resource Development Coordinator Francisco Villaseñor (50%): \$6,234.83/month x 12 months x 50% = \$37,409	\$	37,409
3000	<b>Employee Benefits</b> Resource Development Coordinator rate at 29.111% includes (3100-3900): PERS 15.531%, OASDHI 6.2%, Medicare 1.45%, Retire Fund 3.63%, SUI 0.050% and WCI 2.25%, health & welfare insurance \$26,974.32/year and fringe \$1,500/year	\$	25,314
4000	<b>Supplies and Materials</b> Non-instructional supplies	\$	1,070
5000	<b>Other Operating Expenses and Services</b> Subcontractor: Sector Navigator Independent Contractor, Steve Wright as the Sector Navigator: \$12,083/mo x 12 months = \$145,000; plus, travel required by CCCCCO and to fulfill the duties of the role \$10,000 ICT/DM Coferences/Expos: 4 events per year @ \$500/event, including registration, travel and hotel \$2,000 SXSW Conf. Austin, TX: \$650 air+(\$150/night x 6 nights)+(\$71/diem x 7 days)+ pkg & transport \$300, \$700 reg \$3,000 Chancellor's Office Meetings: 4 TIMES PER YEAR @ \$500 travel cost \$2,000 Attend 4 Regional Consortia Meetings @ \$500ea = \$2,000 ICT/DM Statewide Advisory Meetings: 4 times per year. Meeting refreshments \$500: \$2,000 ICT/DM marketing and outreach materials: pathways Trifold BIW and others. \$5,000 Program supplies: paper, toner, binders, folders, USB storage, easels, etc. \$1,000  Consultant Services Shawn Monsen will conduct research and update NetLab+ curricular options on NetLab+ UG website. \$5,000 ListenToSee: portal development, hosting, maintenance, support & other services. \$51,900 Integrative Impact LLC - Research expenses for curriculum inventory relative to branded pathways, 3rd party credentials, by region to be assembled in interactive database for webuse (N. Sherman) \$40,000  Karen Beltramo to establish a new expanded metrics reporting for the CCCs w/ regard for the ICT-DM sector. FY 2018/19  Sponsorships WASC June \$5,000 DMEC \$5,000	\$	172,000
6000	<b>Capital Outlay</b>	\$	-
7000	<b>Other Outgo</b>	\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	357,693
<b>TOTAL INDIRECT COSTS</b> (Not to exceed % of Direct Costs): 4%		\$	14,307
<b>TOTAL COSTS:</b>		\$	372,000

**APPENDIX B**

PROJECT: Sector Navigator

SECTOR (if applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2018/19

RFA NUMBER: 18-158

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.

**Funding Requires Dollar-for-Dollar Match**

**APPLICATION BUDGET DETAIL SHEET  
MATCH**

Object of Expenditure	Classification	Match Required <b>100%</b>
		\$ 372,000
<b>1000</b>		\$ -
<b>2000</b>		\$ -
<b>3000</b>		\$ -
<b>4000</b>		\$ -
<b>5000</b>	<p>Cisco Networking Academy will work with Steve Wright, Sector Navigator hosted by RSCCD by providing in kind donation value for our program at 69 participating CA community colleges for the upcoming year.</p> <p><b>In-Kind</b> Based upon our own budget analysis for these activities in the coming fiscal year this represents a \$1.799M. In-kind contribution of time and expense for these mutual objectives. The Cisco Networking Academy looks forward to another year of collaboration in the advancement of ICT education with RSCCD and the California community College Chancellor's Office.</p>	\$ 372,000
<b>6000</b>		\$ -
<b>7000</b>		\$ -
<b>TOTAL DIRECT COSTS:</b>		<b>\$ 372,000</b>
<b>TOTAL INDIRECT COSTS (Not to Exceed % of Direct Costs):</b>		
<b>TOTAL COSTS:</b>		<b>\$ 372,000</b>

EXHIBIT A

RFA # 18-158 **CCC60/STE Out-of-State Travel Request Form [Revised Oct. 2011]** Rancho Santiago CCD

**NO OUT-OF STATE TRAVEL REQUEST FORM WILL BE ACCEPTED AFTER TRAVEL HAS OCCURRED**

<b>Agreement/Grant Number</b>	RFA # 18-158
<b>District/College Name</b>	Rancho Santiago CCD
<b>Traveler Name(s)</b>	Steve Wright
<b>Traveler Position(s)</b>	Project Director
<b>Event Title</b>	South by Southwest (SXSW) Conference
<b>Event Website Address</b>	http://sxsw.com/
<b>Event Location</b>	Austin, Texas
<b>Travel Dates</b>	Estimated March 2019
<b>Perkins Title IC Funds Only: Travel pertains to and is included in the respective budget summary.</b>	<b>(Check One)</b> <input type="checkbox"/> List Top Code(s) that are addressed <input type="checkbox"/> Across CTE Programs
<b>Using Title IC funds: Describe the purpose for attending the event</b>	n/a
<b>Title IB Funds Only: Explain how attendance will have regional or statewide impact.</b>	SXSW Edu/Interactive is the most comprehensive future oriented conference of this type in the world. In a seven-day conference, hundreds of panels are available that address educational technology and interactive (ICT) technology that is emerging. The impact will be on the scope and direction of our emerging ICT curriculum efforts.
<b>State "SB 70" Funds Only: Explain how attendance is related to project.</b>	n/a
<b>All: Explain how this attendance will contribute to the success of the program/project.</b>	SXSW is a powerful recruiting ground for business advisors for the California ICT/DM Sector. Many prominent California business leaders attend, speak and meet with attendees. Being in a 'give back mood' it is the best time to gain commitment for our community college programs.
<b>Maximum reimbursable costs<sup>1</sup></b>	
Incidentals, parking, tolls, etc.	\$173
Registration	\$700
Meals (not covered by the conference, at district rates)	\$497
Airfare <sup>2</sup>	\$650
Conference Shuttle service	\$80
Lodging <sup>3</sup> (not including non-discretionary taxes and fees)	\$900
<b>ESTIMATED TOTAL</b>	<b>\$3000.</b>

<sup>1</sup> Costs-must reflect the most cost effective and prudent use of state/federal funds.

<sup>2</sup> For airfare costs, use California State Government rates as a "reasonableness" guide, most recent management memo (<http://www.travel.dgs.ca.gov/default.htm>) [See "Airlines" tab.]

<sup>3</sup> For lodging costs, use U.S. Govt. "CONUS" rates as a "reasonableness" guide (<http://www.gsa.gov>) [See "Policy and Regulations" tab.]

To submit, e-mail completed form (as an attachment) from responsible Administrator to your Project Monitor.

- 1) In the e-mail subject line, type: **Out-of-state travel request.**
- 2) In e-mail body, state **EITHER** that the request (a) **complies** with the cost guidelines per the request form footnotes or (b) **provide a justification for non-compliance.** Monitor will review the request and email a response back to you. Keep a copy of the approval document and/or email in your audit files.
- 3) Gather and keep information such as the agenda, handouts from sessions of the conference/professional development session which adequately records the purpose of the event. Keep documentation with the project audit file.



## PROGRAM MANAGEMENT PLAN

### A. Management Narrative

#### **Explain the Key Talent's view of the workforce ecosystem pertinent to this sector - across the state and region-by-region.**

In addition to the traditional workforce ecosystem, which includes K-12 schools, adult schools, community colleges, universities, local workforce investment boards, libraries, and social services agencies, The ICT Sector also includes many private and government agency organizations that establish technological criteria, industry Certifications and supply training this is interchangeable with CCC offerings.

The ICT Sector Key Talent view on this workforce ecosystem is that today's student is a product of all of these resources and the most effective strategy is to support hybrid and assimilative open access programs that help student succeed without roadblocks or needless repetition. Important among these strategies is to develop credit bearing alternatives that will allow students to progress toward the Bachelor's Degree that will eventually allow them to penetrate management and executive barriers while they achieve their near term CTE employment needs.

Because IT is undergoing rapid change and increased workforce demand (i.e Cybersecurity) students range from entry level to post baccalaureate and experienced technician in the same classroom to learn the latest technology (i.e. Python, Linux, Red Hat, Palo Alto...). In this environment accurate market intelligence on required job skills needs to be matched to CCC curriculum, outside resources (Lynda.com) and inside education technology (NetLabs+ labs) for student use.

This rapid skills changing example of IT is mirrored in the Business Office Technology, Digital Media and Entertainment sub-sectors where software applications, internet tools and social media have revolutionized what skills are needed even in the simplest of occupations. Each subsector has a unique blend of resources, pathways and alternatives for student success that needs to be embraced as part of the CCC guided pathway. ICT regional differences occur primarily due to differences in the ecosystem partners and collaborators. Working with people to help students and launch programs is more complicated than the technology being taught. Sensitivity to roles, stakeholders, budgets and recognition is key to achieving results.

#### **Explain the Key Talent's understanding of the DWM networks and how to leverage them to be effective in role.**

Making the best use of the Key Talents of the DWM organization and their extended networks is critical for success. While a SN may have a statewide view, everything significant is completed at a college level. To do that the SN must utilize the COE for local labor market information and corroboration of workforce needs, the Regional Consortia Chair to help allocate SWP funds to the project and the local DSNs to interface with the college. This support network, for an SN, is operating simultaneously in 10 regions and for multiple projects per region.

The ICT DWM network also includes the retained contractors who help develop the program materials and website, as well as training partners like Cisco Academy that help with faculty development. The CA Hispanic Chamber of Commerce, Academic

Senate, outside vendors and others are part of this immediate ICT Team network.

**Explain the Key Talent's experience and future focus when it comes to strategic planning, workplan development, team building, and convening.**

As Key Talent, Steve Wright, came to the CCCs from a position with expertise in market research, strategic planning, project management and public relations for Verizon, and as an advisor to the Santa Barbara CC Digital Media Program. Adapting these skills to workforce needs is similar to the product and workforce needs in emerging technology that he addressed at Verizon.

Steve's future focus, or strategic direction, is derived from a continual environmental assessment process (utilizing the SWOT Model) that is fed from research, reading, conference attendance, business advisor interviews, student data, faculty and the DWM workforce network.

Steve provides yearly strategic goals and tactical activities (i.e., workplan guidance) to the DSNs, which he shares with the Regional Consortia Chairs. Steve hosts weekly calls with his sector DSNs and extended team to discuss work-plans and opportunities to succeed, which is documented by minutes.

**Explain what collaboration tools the Key Talent will leverage to be effective...**

While ample use is made of the ICT sector website as an outreach to CCCs and archive tool, the Sector also uses Bi-monthly Newsletters to over 1500 CCC addresses (via Constant Contact), and disseminate press releases to the larger community.

A new external ICT site is planned for FY 2018-19 to support students in both the BIW Cohort and the IT Cybersecurity Guided Pathways. In collaboration with our partners the CA Hispanic Chamber, the CA CyberHub and others, we plan to provide students job and career support as well.

A new statewide Business Engagement platform is planned for FY2018-19 to support DSN and SN Advisories with surveys, communication archives and opportunities for engagement throughout the state, by the subsectors relevant to the businesses.

The SN will continue his frequent public presentations to both CCC and industry groups to explain programs and changes in the industry.

Collaboration is most frequently achieved by conference calls and follow-up email communication. However, the recent development by the Regional Consortia to host a multi-college 'speed dating' event where SNs and DSNs can move from table to table to address colleges' specific needs will be a priority for the SN.

**Explain the Key Talent's priorities for moving the needle on the systems student success metrics with workforce outcomes, especially in light of the aspirational goals within the Vision for Success.**

The SN welcomes the adoption of the Vision of Success as it is clear, measurable and is tied to the new allocation formula developed by the State. The SN will adopt as a high priority the programs that most effectively support the Vision of Success as this will be a shared objectives by college leadership and the DWM network.

ICT-Sub-sectors	Business Software Applications	IT Networking-Cybersecurity	Computer Science/Software Development (BS only)	Digital Media& Entertainment (non BS)	Total
Demand	264,420	32,650	31,315	8,450	336,835
Related Courses enrolled	1,885	397	310	10,574	13,166
Persist Est	110,000	27,557	8745	236593	382,895
Demand-retained	33,000	8,267	2,624	70,978	114,869
Strategy	231,420	24,383	28,692	-62,528	221,967
	Retain and build	Retain and build	Increase TMC CS capacity	Redirect to Hybrid Business applications	

This metrics derived chart indicates job demand, enrolled students and the 30% that typically persist more than one year. Based upon the opportunity (Demand-Retained) the ICT Strategies that will best maximize the Vision of Success goals are generally stated. As colleges realize the opportunity to achieve their metrics can be attained by implementing ICT programs they will be more likely to work with us.

**Explain the Key Talent’s understanding of the LaunchBoard and NOVA tools as well as the resources offered by the Labor Market Research Centers of Excellence.**

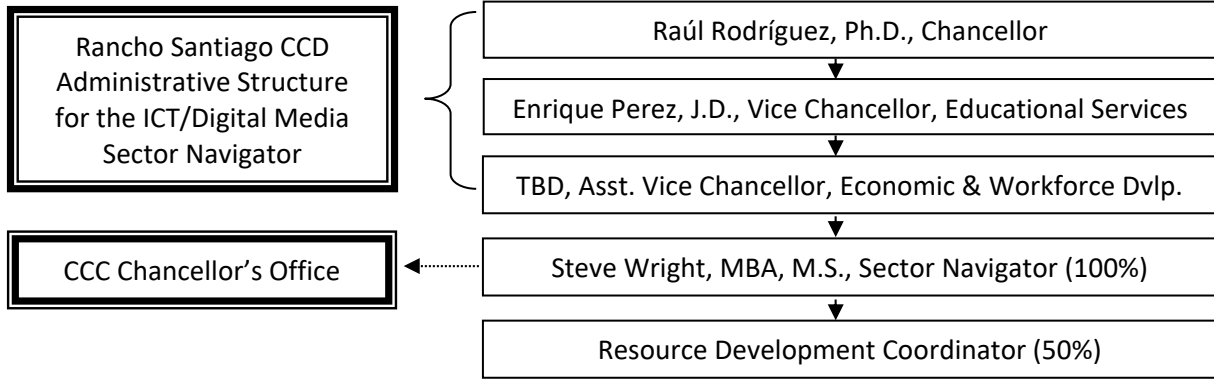
The SN has supported the use of LaunchBoard through its developmental steps and is eager to use its metrics reporting as a guide for effective programs and to identify need. The NOVA tools offers to centralize funding tracking and objectives to enable better optimization of efforts across the system. The COE Labor Market Research team is invaluable in retrieving data, which in conjunction with Sector expertise, can not only indicate workforce opportunities, but validate the utilization of grant related resources to pursue those opportunities.

**Discuss what best practices/model programs the Key Talent wishes to scale using ISPIC or other resources.**

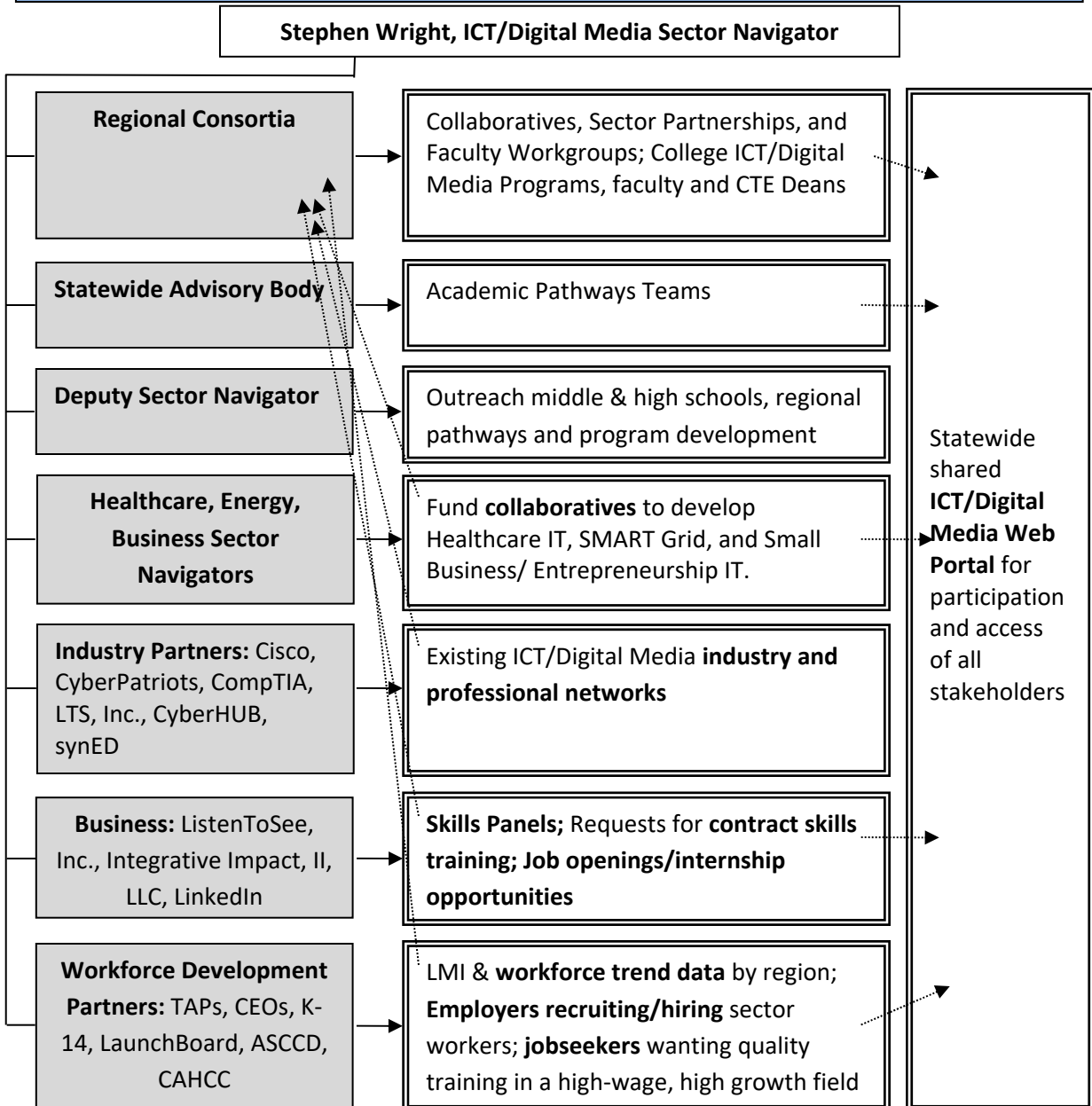
The SN has developed four ISPIC programs, each representing \$100K in ISPIC funds matched by College or Regional SWP funds in a multi-regional project.

- BIW Student Cohorts: Collaborate with the CA Hispanic Chamber statewide and through local Chambers to recruit and support BIW student cohorts at participating colleges with monthly cohort meetings, student toolkits, web support, graduation celebration and follow-up job placement.
- IT Campus Readiness: Use the IT Readiness Inventory tool of best practices (developed by the ICT Team) as a guide to specify improvements including Cybersecurity activities, training camps, C-ID conversion, CAE2y Certification, virtual lab system and faculty certification.
- Faculty Development: Support funding for faculty development conferences: e.g., ICT Winter Conference; WASTC (Cisco Academy) summer week-long training; CA Business Education Association; and Digital Media Educators Conference.
- Custom Multi Regional Projects: Keeping it open for innovation this fund has already been engaged for the Statewide Business Advisory Platform and the Entertainment EDGE curriculum guide.

Organizational and Governance Chart



RSCCD ICT/Digital Media Sector Navigator Collaborative Structure



**From:** steve@wrightca.com  
**Sent:** Sunday, February 11, 2018 12:59 PM  
**To:** Santoyo, Sarah  
**Subject:** Fwd: 2018 Forecasted In Kind Donation Value of Cisco Networking Academy  
**Attachments:** image001.png; ATT00001.htm; image002.gif; ATT00002.htm; 2018-01-30\_IKCV  
 Projection\_1 Year\_California Community Colleges\_United S....pdf; ATT00003.htm;  
 2018-01-30\_IKCV FY2017\_United States\_California\_Community Colleges\_John ....pdf;  
 ATT00004.htm

Stephen Wright

Director & Sector Navigator  
 Information Communications Technologies (ICT) and Digital  
 Media California Community Colleges  
[www.ict-dm.net](http://www.ict-dm.net)

PO Box 1064 , Thousand Oaks, CA, 91358  
 Desk: 805 496 8583, Cell: 805 2318444  
[www.linkedin.com/in/1stevewright/](http://www.linkedin.com/in/1stevewright/)

Begin forwarded message:

**From:** "John Bjerke (johbjerker)" <[johbjerker@cisco.com](mailto:johbjerker@cisco.com)>  
**Subject:** 2018 Forecasted In Kind Donation Value of Cisco Networking Academy  
**Date:** February 9, 2018 at 10:36:27 AM PST  
**To:** "'[Steve@wrightca.com](mailto:Steve@wrightca.com)'" <[Steve@wrightca.com](mailto:Steve@wrightca.com)>

Hi Steve:

Attached are two docs that illustrate the In Kind Donation Value of the Cisco Networking Academy program across 69 community colleges for calendar year 2018. The forecast is based on actual results from the same period in 2017.

7 of the academy locations are in startup mode, while 2 have lost instructors and did not have enrollment during the past 12 months. The program value is based on 10,045 unique students across 60 campus locations. Additionally, the 4 components of the Cisco Networking Academy that are measured include:

1. Packet Tracer Virtual Tool
2. Academy Support
3. Curriculum
4. Instructor Support

I wish you the best in your endeavor to secure renewed grant funding for your role as CCCC ICT Sector Navigator.

Respectfully,  
 John Bjerke

**Networking Academy In-Kind Contribution Estimate\***

**Report Date: January 30, 2018**

**Country: United States**

**Project Name: California Community Colleges FY2018 Projection**

\*The following information is proprietary Cisco information and serves only as a best estimate. This estimate is subject to change over time. It should not be shared outside of the context of this partnership.

<b>This projection is based on the following assumptions:</b>	
Number of fiscal years: <b>FY2018 (based on FY2017 data)</b>	<b>1</b>
<b>Grand total students enrolled:</b>	<b>10,045</b>
• CCNA R&S:	7,101
• CCNA Security:	274
• CCNP R&S:	226
• Cybersecurity:	665
• IoT:	28
• IT Essentials:	1,680
• Networking Essentials:	71

<b>In-kind Contribution Category</b>	<b>In-kind Contribution Value (\$)</b>	<b>Percent (%) of Total</b>
<b>Packet Tracer</b>	\$274,650.00	15.27%
<b>Academy Support</b>	\$405,358.80	22.53%
<b>Curriculum/Student Support</b>	\$1,076,747.10	59.85%
<b>Instructor Support</b>	\$42,350.00	2.35%
<b>TOTAL:</b>	<b>\$1,799,105.90</b>	<b>100.00%</b>



**WESTERN ACADEMY**  
SUPPORT & TRAINING CENTER

To: WED RFA 18-158 ICT Review Team

‘Intent to Participate’

I look forward to participating with the ICT Sector Navigator for California Community College system throughout the next fiscal year (FY18-19)

Participation will include our ongoing team effort to support the WASTC ICT Winter Conference and the WASTC Summer Faculty Development Weeks training that provide training for ICT faculty. As a collaborative member of the ICT Team I better understand their needs and we work together well.

Thank you,

*Karen Stanton*

*Karen Stanton*  
*Cisco Networking Academy*  
*ASC ITC Diablo Valley College*  
*WASTC Coordinator*  
*Western Academy Support & Training Center-WASTC*  
[www.wastc.org](http://www.wastc.org)  
818 635 5772--cell  
[karen.stanton@wastc.org](mailto:karen.stanton@wastc.org)

**President**  
 Julie Bruno  
 Sierra College

February 14, 2018

**Vice President**  
 John Stankas  
 San Bernardino Valley College

Workforce Economic Development Division  
 CCC Chancellor's Office  
 1102 Q Street, 6<sup>th</sup> Floor  
 Sacramento, CA 95811

**Secretary**  
 Dolores Davison  
 Foothill College

**Treasurer**  
 John Freitas  
 Los Angeles City College

Subject: Intent to Participate -- WED RFA 18-158 ICT

**Area A Representative**  
 Ginni May  
 Sacramento City College

Dear Review Team,

The Academic Senate for California Community Colleges, through its Course Identification Numbering (C-ID) System, has had a successful partnership with the Information Communication Technology (ICT) Sector Navigator for more than five years. We value this relationship and look forward to our continued partnership throughout the 2018 – 19 fiscal year. Our participation will include ongoing discussions to guide the selection of the ICT related Discipline Input Groups, C-ID faculty support for the Business Information Worker (BIW) and the IT Technician Pathways, as well as, collaboration on a digital badge solution to offer for the BIW pathways.

**Area B Representative**  
 Conan McKay  
 Mendocino College

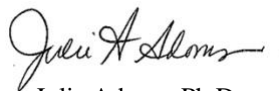
**Area C Representative**  
 Rebecca Eikey  
 College of the Canyons

We encourage you to continue the funding of this grant as the area of information communication technology is continuously changing so review and update of this workforce area is critical to the success of our California college programs.

**Area D Representative**  
 Craig Rutan  
 Santiago Canyon College

**North Representative**  
 Cheryl Aschenbach  
 Lassen College

Sincerely,



Julie Adams, Ph.D.  
 Executive Director

**North Representative**  
 Carrie Roberson  
 Butte College

**South Representative**  
 Randy Beach  
 Southwestern College

**South Representative**  
 Lorraine Slattery-Farrell  
 Mt. San Jacinto College

**Representative at Large**  
 Sam Foster  
 Fullerton College

**Representative at Large**  
 LaTonya Parker  
 Moreno Valley College

**Julie Adams, Ph.D.**  
 Executive Director



## MEMORANDUM OF UNDERSTANDING

between

California Community Colleges ICT-Digital Media Sector  
of the Doing What MATTERS Program

and

California Hispanic Chamber of Commerce

This Memorandum of Understanding (“MOU”) outlines the basis upon which the California Community Colleges ICT-Digital Media Sector and the California Hispanic Chambers of Commerce (CAHCC) have come to a mutual understanding of a collaborative engagement with the Business Information Worker Cohort Program.

### **PRIMARY CONTACTS**

	<b>ICT-DM Sector</b>	<b>CA Hispanic Chamber of Commerce</b>
Name	Steve Wright, Sector Navigator	Julian Canete, President
Phone	805-496-8583	916-444-2221
Email	steve@wrightca.com	canetej@cahcc.com
Name	Nicole Sherman, Community Manager	Michell Nguyen, Executive Assistant
Phone	714-334-0042	916-444-2221
Email	nicole@ict-dm.net	michell@cahcc.com

### **UNDERSTANDINGS**

1. The goal of the program is to recruit, encourage and provide group support to a number of students (a cohort, 20-40 students) that will attend a series of classes at a CA Community College over a 10-month period aligned with the Business Information Worker pathway. The ultimate goal is their employment or promotion based upon the additional skills and certifications they receive.
2. While a budget exists to cover many direct costs of this project, it is assumed that the CAHCC is participating in large part as a function of its own mission to support its business partners, their employees and potential future employees as well as for the good of the community.

3. Joint management of each college BIW Cohort project will include the ICT Sector BIW Community Manager, Nicole Sherman, ICT Sector Navigator Steve Wright, CAHCC President Julian Canete, as well as a CAHCC lead from the appropriate CAHCC Chapter and a CCC lead for the participating college. We anticipate 8-10 colleges to participate in the initial pilot for 2018-2019.
4. We see a real value in adhering to the BIW Cohort project concept as established so that the effort can grow and replicate effectively statewide. A Standard Responsibility matrix, project description, timeline and budget estimates (attached) are guides. However, we expect each project to be customized somewhat depending on the situation. Through continuous improvement we will update these guidance tools.
5. Financially, the government contributions to the project from the colleges and the ICT Sector Teams via Industry Sector Projects In Common funding, are dependent upon system approval (funds are allocated, just a formality).
6. Nicole Sherman's Integrative Impact, LLC will serve a fiduciary agent and manager of the budget. Additional funds raised for the project from private contributions could be managed by II, LLC or by the CAHCC as appropriate.
7. In order to keep this collaboration positive, effective, and moving forward we all agree to meet, communicate and share in the spirit of the communities we serve.

## **SIGNATURES**

By signing below, the aforementioned parties agree to the terms of this memorandum of understanding.




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Steve Wright, ICT-Digital Media Sector

---

Julian Canete, CAHCC

---

Nicole Sherman, ICT-Digital Media Sector



To: WED RFA 18-158 ICT Review Team

‘Intent to Participate’

I look forward to participating with the ICT Sector Navigator for California Community College system throughout the next fiscal year (FY18-19). The input and discussion that took place in 2017 was significant in the development of the C-ID program for the Business Office Technology/Business Information Worker certificates and degree that has been vetted and is now being reviewed. We are close to having the C-ID confirmed at the state level and all of this was greatly assisted by inputs and discussion between the myself as lead of the faculty resource group and the ICT Sector Navigator Steve Wright. Having seen the benefits of such a strategy to meld state and local advisory inputs, I would hope never to do less in our collective efforts to help students succeed with the right blend of skills for entry to the workplace.

Participation will include our ongoing collaboration of the BIW and with the CBEA conference in San Mateo November 2018; as well as discovery of new developments in office technology education.

Additionally, as incoming president-elect of the Western Business Education Association (WBEA), I will be presenting on the BSOT/BIW collaborative mid-February, to see if the concept can be expanded even beyond California. The WBEA will also be joining us in February 2020 for a joint California conference and this will bring opportunity for further visibility for our collaboration. I will be attending the National Business Education Association (NBEA) annual conference in Baltimore Maryland in early April 2018, and the International Society of Business Educators in Iceland in July 2018, and I intend to find out if these regions are interested in our program and bring back feedback to California to share.

All of this points to a continued collaboration and participation with the ICT Sector.

Thank you,

*Karen O'Connor*

Karen O'Connor  
 BSOT Faculty and Chair  
 Cerro Coso Community College  
 3000 College Heights Boulevard  
 Ridgecrest, California, 93555  
 koconnor@cerrococo.edu

5.9 (58)



To: WED RFA 18-158 ICT Review Team

‘Intent to Participate’

I look forward to participating with the ICT Sector Navigator for California Community College system throughout the next fiscal year (FY18-19). The input and discussion that took place in 2017 was significant in the development of the C-ID program for the Business Office Technology/Business Information Worker certificates and degree that has been vetted and is now being reviewed. We are close to having the C-ID confirmed at the state level and all of this was greatly assisted by inputs and discussion between the myself as lead of the faculty resource group and the ICT Sector Navigator Steve Wright. Having seen the benefits of such a strategy to meld state and local advisory inputs, I would hope never to do less in our collective efforts to help students succeed with the right blend of skills for entry to the workplace.

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All of this points to a continued collaboration and participation with the ICT Sector.

Thank you,

*Karen O'Connor*

Karen O'Connor  
 BSOT Faculty and Chair  
 Cerro Coso Community College  
 3000 College Heights Boulevard  
 Ridgecrest, California, 93555  
 koconnor@cerrococo.edu



# College of Alameda

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

---

19 December, 2017

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

Dear Steve,

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

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

Sincerely,

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

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



February 5, 2018

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

Dear Steve,

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

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

Sincerely,

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

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

December 14, 2017

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

Dear Steve,

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

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

Sincerely,

Cathleen Greiner, PhD  
Dean, School of Business Sciences  
Irvine Valley College

Cc/Dr. Roopa Mathur  
Professor Carolina Kussoy

January 3, 2018

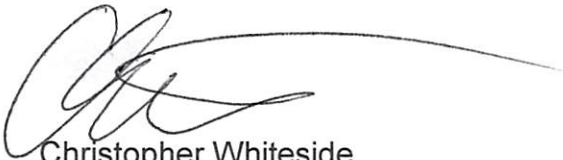
Steve Wright, Sector Navigator  
ICT-Digital Media Sector  
California Community Colleges

Dear Steve,

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

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

Sincerely,



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

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



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

January 23, 2018

Dear Steve,

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

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

Sincerely,



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

March 16, 2018

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

Dear Steve,

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

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

Sincerely,



Kris Costa  
Dean, Career Technical Education  
West Hills College Lemoore

To: WED RFA 18-158 ICT Review Team

***Intent to Participate***

To Whom It May Concern:

I look forward to participating with the ICT Sector Navigator for the California Community College system throughout the next fiscal year, 2018-2019.

I intend to participate with the ICT-Digital Media Sector by providing communications strategy and support, committee participation and support, and by promoting statewide sector products and initiatives through outreach to colleges, industry, and internal teams. I will also perform website administrative functions as well as design and disseminate sector marketing materials.

More specifically, this includes:

Sector Communications Strategy and Support: Build internal communities around sector products; encourage product adoption statewide through targeted email campaigns, sector newsletters, conference materials; provide email campaign support for WASTC and CBEA-sponsored events; email list maintenance

Committee Support: Participate on committees and task teams (BIW Digital Badge, DSN Team, NETLAB+ User Group); maintain listing of action items for response and follow through by each group; create reports and perform event planning/management tasks as necessary

Branded Pathways: Develop and arrange for printing of promotional materials, perform outreach to colleges, industry and internal team, perform website administrative functions and updates, coordinate dissemination of marketing materials

Additionally, (contracting through Chabot Las-Positas CCD) I assist in the development of job readiness pathways for the ICT-Digital Media subsectors of Business Information Applications, Entertainment and Digital Media. Executable, vetted models are developed through investigation, research, design and prototyping. Best practices and marketing strategies specific to each program and tailored to regional needs are included as part of each "product package." The product development process includes hiring and oversight of product management specialists and teams and participation in regular project management meetings with Steve Wright (Sector Navigator) and other project team members.

I provide specific compliance, communication, and publication support for the Business and Entrepreneurship and the Clean Energy & Transportation Initiative/Sectors.

Sincerely,



Nicole Sherman  
Integrative Impact

5.9 (66)

To: WED RFA 18-158 ICT Review Team

**RE: Intent to Participate**

ListenToSee, Inc. (LTS) looks forward to participating with the ICT Sector Navigator for California Community College system throughout the next fiscal year (FY18-19)

Participation will include supporting infrastructure and services that LTS will provide to the ICT-DM initiative. We will work with the Sector Navigator to create tools and media to help the team accomplish their objectives of:

- Building and implementing new or improved guided pathways to a postsecondary industry - valued credentials, certificate or degree, with consideration for stack ability.
- Expanding or retooling credit-bearing credential career education (CTE) programs to address labor market needs.
- Providing career opportunity awareness for high school students, community colleges students and adults.
- Growing high school/college dual enrollment credential programs.
- Strengthening four-year college partnerships.
- Focusing on closing equity gaps by building strong partnerships in our urban and underserved areas.
- Making it easier for adults to earn an industry-valued credential, certificate or degree.
- Expanding work-based learning programs for students.
- Enhancing partnerships between business and education.
- Replicating good practices/models and effective career education (CTE) across multiple colleges and multiple regions.

Additionally, LTS is continuing to support the ICT Sector through a grant from Chabot/Los Positas, which was provided by Vice Chancellor Van Ton Quinlivan, to develop products for ICT that can then be utilized by the Deputy Sector Navigators throughout the state's 10 regions. In conjunction with the ICT Sector Navigator, LTS has been and is expected to continue focusing on creating and strengthening IT related educational pathways.

LTS also has experience working with community colleges individually on various projects that include digital badge project management, marketing and conference events in support of Doing What Matters programs. While each project has its own unique deliverables, our familiarity with the Doing What Matters objectives and initiatives brings considerable advantage and economic efficiency to each project.

Thank you



Scott Young

President, ListenToSee, Inc.  
scott@listentosee.com



Rancho Santiago CCD

Phone: (866) 420-4573

Email: [info@syned.org](mailto:info@syned.org)

February 13, 2018

To: WED RFA 18-158 ICT Review Team

‘Intent to Participate’

SynED, a CA non-profit, looks forward to participating with the ICT Sector for California Community College system throughout the next fiscal year (FY18-19)


Participation will include collaboration with the synED statewide California Cyberhub project which includes the CCCs, CSUs, UCs, K-12s, Government Agencies and business in a combined effort to support cybersecurity awareness and cybersecurity competitions programs for middle and high school students. Cyber team competitions align young students with plentiful technology careers while building soft skills that are in high demand by employers.

Additionally, we look forward to working with the ICT -Digital Media team whenever our engagements with the CCCs or Regional Consortia involve the ICT sector. Currently we have active Strong Workforce Program engagements supporting NETLAB+ cloud deployment pilots, Digital Badge implementations, marketing campaigns and other sector specific program development initiatives.

We recognize the values of the Doing What Matters program and are happy to coordinate with and support the ICT sector when any engagements we develop with colleges that are consistent with the scope, scale and objectives of the Doing What Matters program.

If we can provide additional information about synED or its programs, please do not hesitate to contact me directly.

Thank you,



Guy Smith  
Executive Director – synED  
[gsmith@syned.org](mailto:gsmith@syned.org)

**Karen E. Beltramo**  
**Data Research Analyst**

February 26, 2018

To: WED RFA 18-158 ICT Review Team

‘Intent to Participate’

I look forward to participating with the ICT Sector Navigator for California Community College system throughout the next fiscal year (FY18-19).

My Participation will include sector wide metrics reporting and analysis by region and by college. The goals will be to help DSNs understand SWP/Launchboard metrics as they may correlate to their programs, help colleges identify growth opportunities and help the Sector Navigator identify strategic targets for statewide effort. In addition, I aware that there is an effort underway to try and simplify metrics across the CCC system which may be available in Spring 2018.

Due to my past experience with trainings for Launchboard, code alignment, NOVA platform, collaboration on college and regional views of Launchboard data and the development of Strong Workforce metrics reporting for the Bay Regional Consortia, my understanding of the data, the sources of the data and the uses of the data will provide meaningful support for the ICT Sector.

My experience with the CCCs includes ongoing support contracts with the COE group, the Bay Regional Consortia, Bay Region K-14 career pathways and WestEd’s code alignment project. Fortunately this provides a significant economy for all whom I support as I keep all aware of the separate but similar efforts. With a shared goal of analytic consistency and improved accuracy of the CCC metrics outcomes this is a productive role.

Thank you



Karen E Beltramo

## QUALITY OF CONTRACTUAL SERVICES

**Please give the background, achievements, capabilities and other details on the person you propose to hold the Key Talent position.**

Steve Wright's unique background as a tech industry expert in forecasting and marketing emerging business solutions of information communications technology has transferred well into his role in anticipating the pathways needed for students to succeed in today's rapidly changing workforce.

Prior to joining the CA Community College system, Steve was a Senior Program Manager for Verizon leading interdepartmental RFP Proposal Teams – multi-disciplinary nationwide and international—developing complex, custom telecommunications services and operational outsource solutions for Fortune 500 enterprises and government clients. Steve's specialties include: Program Management; Business Strategy; Public Speaking; Strategic Initiatives; and education, mentoring, marketing, and economic development.

Steve volunteered as a member of the SBCC Advisory for Digital Media representing the entertainment technology services of Verizon Communications. After leaving Verizon Steve wrote his first grant and has been awarded a series of grants by the California Community Colleges system to develop programs to help business and the workforce adapt to rapid changes in information communications technologies. For the past five years, as Sector Navigator-ICT/Digital Media, working with ten DSNs and several retained consultants, Steve has added sophistication to the collective understanding of the ICT sub-sectors, as well as the most effective pathways that lead to in-demand, high-wage jobs for the various types of students the CCCs serve.

Steve has accomplished this by understanding the CCC ecosystem, its processes, and the methods that achieve results in a large decentralized system. Providing quality research from business sources, listening to experienced faculty and CIOs, by convening DSNs, RCs and by advancing well-conceived pathways that allow colleges to 'Opt-in' have been part of the solution. Steve has been completely supportive of the CCCCO DWM program and its goals to simplify and be more effective as a system. Through consistent communication and strategic messaging, Steve has methodically positioned pathway solutions that will help students move through the CCC system and into employment and four-year degree programs.

This has led to the development of the Business Information Worker program (80% college acceptance), the IT Technician Program (40+ colleges) as well as development of the Digital Media Educators Conference (200+ faculty for four years and growing) and the support of many other related programs. With annual grant funding of \$372K, Steve impacts the strategy and progress of over \$7M in funds per year.

Steve has a Masters in Science – Telecommunications from SMU, and an MBA from Pepperdine University, and Project Management Professional Certification. While background education and enterprise experience play a role in Steve's abilities, the driving force of his accomplishment and his main qualification is his personal commitment to improve the success of today's students who enter the workforce.

**Additionally, discuss how the supervisor of record will fulfill his/her role and ensure that the Sector Navigator is responsive to colleges/regions/state and accountable to the CCCCO for this scope of work.**

Bi-weekly meetings will be scheduled with the Supervisor of Record, the Assistant Vice Chancellor of Workforce Development, to review the work plan and discuss the Sector Navigator's work as means to monitor performance. Regularly scheduled meetings will maintain an open dialog between the Sector Navigator and the host to identify and anticipate how to facilitate the work, resolve issues, and prepare for new opportunities and changes in the system and the industry.

Further, the Assistant Vice Chancellor, who is also the Supervisor of Record for the LAOCRC Los Angeles and Orange County Directors, will include the Sector Navigator in strategic planning and other operational meetings with the LAOCRC. ICT/Digital Media is a priority sector for the Los Angeles/Orange County region. As a region with a substantial share of the ICT/Digital Media workforce in California, it serves as a microcosm of the ICT sector for the state. Hosted in a region with a concentration of ICT and Digital Media industry leaders and working closely with the Regional Consortium, the Sector Navigator is well-positioned to identify the major factors operating in the ICT and Digital Media workforce ecosystem and produce guidance, recommendations and models for colleges, regions and the state.

Rancho Santiago CCD has successfully hosted a number of statewide, Key Talent initiatives. The District understands the function of the Sector Navigator role: that it is part of the CCCCO Key Talent team to provide leadership for the state, which means that the SN works closely with the Chancellor's Office and receives guidance and direction from them to implement initiatives for their sector and for the state. RSCCD also understand that the Sector Navigator's role is to support each region and colleges throughout the state with programs in the sector, or those who seek to develop programs. Finally, the District values the purpose of the DWM infrastructure and the role of the Sector Navigator. The state's commitment to the challenge of designing systems that are responsive to changes in industry, student needs, workforce development needs and grounded in data and research has the potential to dramatically improve our systems and performance. Hosting these roles keeps RSCCD closely involved with the agents of change and innovation, challenges us to improve our system, and gives us access to the leadership and information to guide our own improvements, thereby increasing our capacity as community college educators to better support our colleges and students, and prepare us to contribute to leadership in our region and the state.

**Discuss also your ability to process mini-grants and expenses associated with being a supervisor of record for the Key Talent. Lack of timeliness has been an obstacle for Key Talents in being effective in their role. Discuss your process to troubleshoot issues associated with being a Supervisor of Record.**

Rancho Santiago Community College District has served as the Fiscal Agent for a number of large scale grants—e.g., CTE Enhancement Fund, CTE Data Unlocked Initiative, Strong Workforce Program-Regional Share—that have enabled the District to develop and hone its capacity to process a large number of agreements within a



reasonable time frame, monitor sub-recipients and contractors, manage funds to ensure compliance with grant terms and conditions and district processes, and process payment within 1-1.5 weeks with an approved invoice.

Working with the Purchasing, Fiscal Services and Human Resources managers, Rancho Santiago CCD's Grants Office cultivates relationships with the key leaders to keep informed about district processes and procedures and timelines that affect sub-agreement and contract development and related payments. As well as to work as a team to resolve complex issues that arise from regional work, and to be creative and flexible within the conditions set by the grant and district regulations. The main strategy to troubleshoot issues is to keep informed about the Sector Navigator's work and to work as a team to fulfill the Chancellor's Office's expectations for the Sector Navigator-ICT/Digital Media and the host, and hopefully to exceed them.

Our District's culture is one based on team work, mutual respect and collaboration. This is not only an ethical commitment but a pragmatic one, as experience has proven that such an approach produces an environment where all can learn from each other, as well as the capacity to strategically direct efforts through the special talents and expertise of team members. All grants are projects to implement change, and all change entails challenge. In pursuing grant opportunities, RSCCD staff has become accustomed to these challenges by becoming problem-solvers: figuring out how to get the job done with the conditions, partners and resources available.

The Sector Navigator's ability to accomplish the tasks of the grant is dependent upon having an effective team in place with a division of duties and expertise that compliment and support each other as well as the DSNs and extended DWM network. Steve has developed an effective team that has been in place for several years, have concurrent duties within the DWM network and are deeply connected with the CCCs, business and industry. The team meets weekly for joint planning session as each participant has many independent projects to manage. As contractors they are managed by their contract objectives and are responsible for planning their own work.

The SN-ICT/DM will retain three contractors that have the requisite experience, knowledge and drive to be that support team.

- *Integrative Impact, LLC (Nicole Sherman)*: ICT/Digital Media communications strategy, committee support, branded pathways, liaison to CA Tech Hire for grant product development, and liaison to the CA Hispanic Chamber of Commerce for the BIW cohort program.
- *ListenToSee (Scott Young)*: Serve as an industry expert to advise regarding the scope of sector objectives as they relate to IT-Cybersecurity and Computer Science. He also leads web, publication, and engagement project teams, and oversees the NetLabs+ User Group site and support efforts. He provides Internal ICT website support functionality and dynamic interactivity. Mr. Young also serves as a liaison to CA Tech Hire Grant Product Development and to CyberHUB.
- *Karen Beltramo*, an Independent Contractor, develops statewide, regional and college specific reports representing opportunities, gaps and *Vision for Success* results for each subsector of the ICT-Digital Media Sector. Ms. Beltramo also serves as a liaison to the COE and LaunchBoard programs and Regional Consortia Chairs on SWP metrics.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Sub-Agreement between RSCCD and the Foundation for Grossmont & Cuyamaca Colleges for the Industry Sector Projects in Common (ISPIC) – Health Sector funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

**ANALYSIS**

The Chancellor's Office has allocated funds for each of the ten priority and emerging industry sectors in the state to support Industry Sector Projects in Common (ISPIC) that focus on developing industry-informed career pathways that prepare students for jobs needed within regional labor markets. A sub-agreement was developed for Grossmont-Cuyamaca Community College District (DO-17-2220-180) to implement the ISPIC for the Health Sector that was approved by the Chancellor's Office. However, it was determined that the contractor should actually be the Foundation for Grossmont & Cuyamaca Colleges. The sub-agreement has been corrected, and is presented for the Board's approval.

**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: none	Board Date: June 11, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
FOUNDATION FOR GROSSMONT-CUYAMACA COLLEGES**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of May, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **the Foundation for Grossmont & Cuyamaca Colleges** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPIC) for the Health Sector**, hereinafter “Project,” 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 for the approved ISPIC for the Health Sector 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, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. All funds received by the SUBCONTRACTOR to implement the project must be expended by June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$400,000.00 USD.

4. Budget

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

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program 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 above under Article I.3. Total Cost.

7. Invoices

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

Rancho Santiago Community College District  
ATTN: Sarah Santoyo  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if requested or 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 services provided hereunder are rendered in its capacity

as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

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 or RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to the PRIME SPONSOR or RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

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

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 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto: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](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Sally Cox  
CEO, Foundation for Grossmont & Cuyamaca Colleges  
8800 Grossmont College Drive  
El Cajon, CA 92020  
(619) 644-7684, [Sally.Cox@gcccd.edu](mailto:Sally.Cox@gcccd.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. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

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

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

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *Foundation for  
Grossmont & Cuyamaca Colleges*

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

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

Board Approval Date: June 11, 2018

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



List of Exhibits

Exhibit A: Work Plan/Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14

*(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.)*

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Fourth Amendment to Sub-Agreement between RSCCD and Concentric Sky for the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

**ANALYSIS**

The Chancellor's Office selected Concentric Sky as an implementation partner to develop UI/UX as commissioned by Ed Results Partnership, WestEd, and/or the California Community Colleges Chancellor's Office, Workforce & Economic Development Division. The Chancellor's Office requested that the start date for the original Agreement be revised from February 28, 2017 to February 1, 2017. Also, the end date in the original Agreement was listed as February 29, 2019, which extends past the end date of the grant funds, December 31, 2018. A 1<sup>st</sup> Amendment to the Agreement was developed to revise the start date to February 1, 2017 and the end date to February 28, 2018. The term was extended again through a 3<sup>rd</sup> Amendment to 6/30/18. The 4<sup>th</sup> Amendment is to augment the agreement by \$250,470 and extend the term to 12/31/18 for an extended scope of work approved by the Chancellor's Office.

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

It is recommended that the Board approve the 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: \$250,470 (grant-funded)	Board Date: June 11, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**FOURTH AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CONCENTRIC SKY**

This **Fourth Amendment** to the grant sub-agreement (hereinafter “Agreement”) is entered into on this 11<sup>th</sup> day of June, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **CONCENTRIC SKY** (hereinafter “SUBCONTRACTOR”), to amend that certain Agreement between the parties which commenced on February 27, 2017, and

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to expand the scope of work, augment the total cost, and extend the term of the Agreement:

NOW, THEREFORE, the Parties mutually agree as follows:

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

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A, revised August 2017, and Exhibit A, May 2018*), which by reference are incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions and to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

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

2. Period of Performance

The period of performance for this Agreement shall be from February 1, 2017 through December 31, 2018.

**Item 3. Total Cost, page 1, of the Agreement is amended as follows:**

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$690,470, which consists of the \$200,000 originally allocated to the work to be performed, an increase of \$240,000 for an expanded Scope of Work (*Exhibit A, revised August 2017*), and an increase of \$250,470 for an expanded Scope of Work (*Exhibit A, May 2018*).

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *CONCENTRIC SKY*

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

By: \_\_\_\_\_  
Name: Wayne Skipper  
\_\_\_\_\_  
Title: CEO  
\_\_\_\_\_  
Date: \_\_\_\_\_

Board Approval Date: June 11, 2018

72-1605102  
\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)



1045 Willamette St.  
Eugene, OR 97401  
(541) 342-8456  
[www.concentricsky.com](http://www.concentricsky.com)

**Program Mapper** – California Community Colleges – May 17, 2018

# Design and Development Plan

# Overview

Program Mapper is a student-focused education product pioneered through a collaboration between Bakersfield College and Concentric Sky. The system is under active development as we attempt to scale it to support additional colleges throughout the California Community College system.

During the months of May and June, we'll be working to enhance the student experience. We'll also begin work on a Data Cleanup Tool and an Authoring Tool that will significantly reduce the effort needed to onboard additional schools to the platform.

Below we've provided our work plan for the May/June time frame. Visuals and descriptions are included where possible.

## Work Plan

Based on the plan below, we're requesting \$250,000 in order to deliver the Authoring Tool, Data Cleanup Tool and Student Enhancements by early Fall 2018. Funding beyond that point will come from a combination of onboarding new schools and funds made available by key users such as Bakersfield College.

Below, we've provided a breakdown of the work that will be completed in the May/June time frame. In the following section, Scope of Work, we describe the work in more detail.

### May/June Work Plan

	Hours	Total
Project Mgmt, Meetings	192	\$21,120
QA	96	\$10,560
Authoring Tool Design	707	\$77,770
Data Cleanup Tool	842	\$92,620
Student Experience	440	\$48,400
<b>TOTAL</b>	<b>2277</b>	<b>\$250,470</b>

# Scope of Work

The scope of work below details the work that will be completed, including the work plan as well as the expected outcomes. Specific time allocations in the work plan may shift if the project requirements are modified by Bakersfield or the CCCC.

## Student Experience

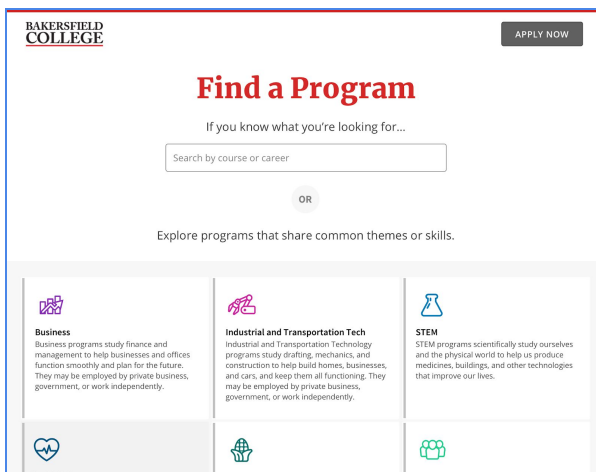
After the initial release of the student experience in February 2018, Concentric Sky conducted usability studies which generated a list of potential enhancements. After review with Bakersfield stakeholders, a limited subset of the proposed changes were placed into the project work queue.

The primary focus of the approved changes is ease of access to information through new configuration options, added search, and improved information architecture.

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## Landing Page

To improve the first time user experience, search will be added as the primary action on the landing page. This will easily allow students to find programs and careers of interest through search or secondarily by browsing interest clusters. In addition to search, the sitewide call-to-action of “Apply Now” will be added. This will direct users to each college’s CCC Apply site.



Wireframe  
**Landing Page with Search**  
[View](#)

## Estimate

	Hours	Total
Design	25	\$2,750
Engineering	40	\$4,400

## Deliverables

- Wireframes
- Mockups
- Code

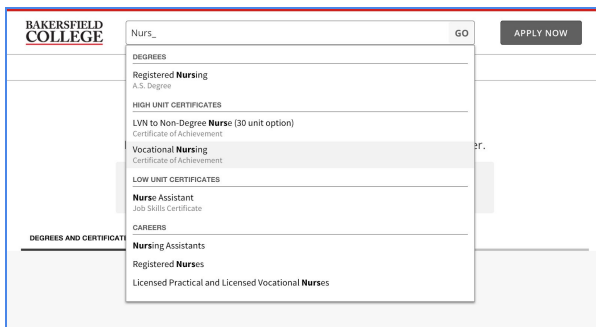
## Expected Outcome

Design nearly complete, Development to be complete by June 30.

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## Search

With search users will be able to navigate directly to programs (degrees and certificates) or careers based on keywords they type into the search field.



Wireframe  
**Search Suggestions**  
[View](#)



## Exhibit A (May 2018)

The wireframe shows a search results page for 'nurs' on the Bakersfield College website. The page is titled 'Search Results' and includes a search bar at the top with 'Search by course or career' and a 'GO' button. Below the search bar, there are tabs for 'Academics' and 'Search Results'. The main content area is divided into two sections: 'DEGREES AND CERTIFICATES' and 'CAREERS'. Under 'DEGREES AND CERTIFICATES', there are two entries: 'Registered Nursing' (Associate in Science Degree) and 'LVN to Non-Degree Nurse (30 unit option)' (Certificate of Achievement). Each entry includes a description, a salary range (Average: 100k, Low: 52k, High: 115k), and a percentage growth rate (Average: +13.1%, Low: +9.2%, High: +17.5%).

Wireframe  
**Search Results – Degrees and Certificates**  
[View](#)

The wireframe shows a search results page for 'nurs' on the Bakersfield College website, focusing on careers. The page is titled 'Search Results' and includes a search bar at the top with 'Search by course or career' and a 'GO' button. Below the search bar, there are tabs for 'Academics' and 'Search Results'. The main content area is divided into two sections: 'DEGREES AND CERTIFICATES' and 'CAREERS'. Under 'CAREERS', there are two entries: 'Nursing Assistants' (Public Health Science A.S. Degree for T) and 'Registered Nurses' (LVN to Associate Degree Nursing Program A.S. Degree). Each entry includes a description, a salary range (Average: 30k, Low: 52k, High: 115k), and a percentage growth rate (Average: +13.1%, Low: +9.2%, High: +17.5%).

Wireframe  
**Search Results – Careers**  
[View](#)

## Estimate

	Hours	Total
Design	25	\$2,750
Engineering	150	\$16,500

## Deliverables

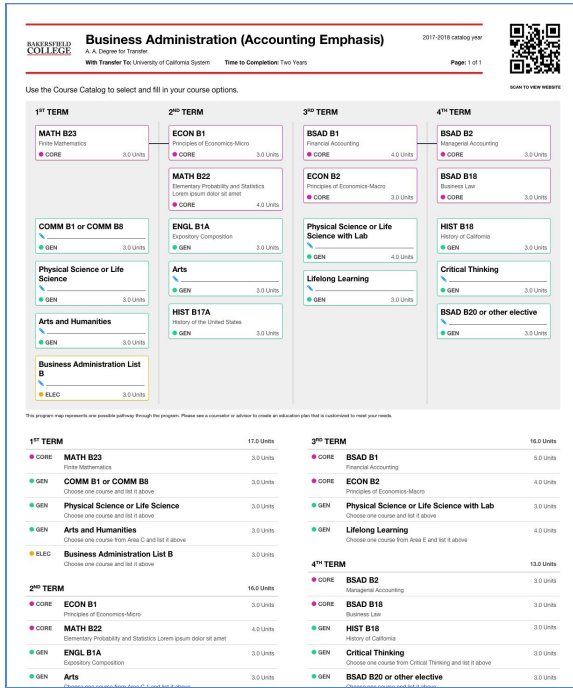
- Wireframes
- Mockups
- Code

## Expected Outcome

Design nearly complete, Development to be complete by June 30.

# Print View

A print view will enable college staff to easily create mailers for potential students which include recommended programs targeted to specific populations. It will also allow students to create a physical print out of their chosen courses that they can share with a counsellor. The included QR code will link back to the web application with the user's choices preserved.



Approved Design  
**Print View**  
[View](#)

## Estimate

	Hours	Total
Design	25	\$2,750
Engineering	25	\$2,750

## Deliverables

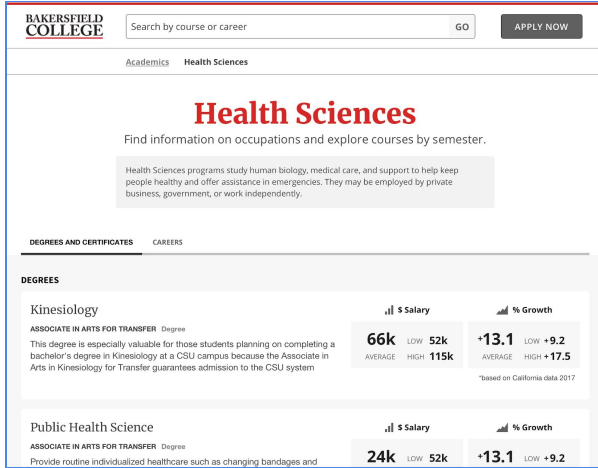
- Wireframes
- Mockups
- Code

## Expected Outcome

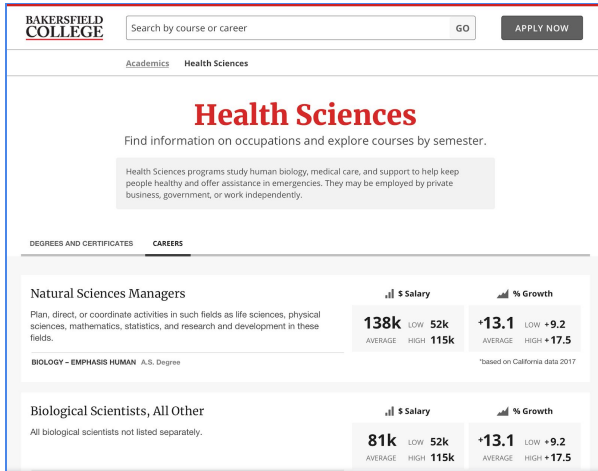
Design nearly complete, Development to be complete by June 30.

# Improve Content Hierarchy

To better address the variety and scale of content, the interest cluster and career views will be updated. This will allow for varied content length and elevate critical information.



Wireframe  
**Meta-Major or Interest Cluster Detail View – Degrees and Certificates**  
[View](#)



Wireframe  
**Meta-Major or Interest Cluster Detail View – Careers**  
[View](#)

## Estimate

	Hours	Total
Design	15	\$1,650
Engineering	30	\$3,300

## Deliverables

- Wireframes
- Mockups
- Code

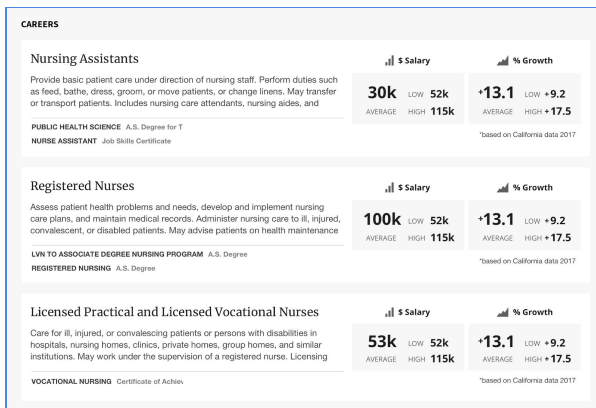
## Expected Outcome

Design nearly complete, Development to be complete by June 30.

---

## Improve Presentation of Related Information

Incorporate intelligent linking between programs and careers. This will enable students to easily move between content once they identify a possible career. This page also serves as a search result list when the student searches for careers.



Wireframe  
**Career Card**  
[View](#)

## Estimate

	Hours	Total
Design	25	\$2,750
Engineering	30	\$3,330

## Deliverables

- Wireframes
- Mockups
- Code

## Expected Outcome

Design nearly complete, Development to be complete by June 30.

---

## Improve Navigation

As a result of the redesign of the landing page and the inclusion of search, the navigation will be redesigned to allow users to easily find their way around the tool. Designs are forthcoming.

### Estimate

	Hours	Total
Design	30	\$3,330
Engineering	30	\$3,330

### Deliverables

- Wireframes
- Mockups
- Code

### Expected Outcome

Design nearly complete, Development to be complete by June 30.

## Authoring Tool

The Authoring Tool is the second major phase of development for Program Mapper. It enables curriculum experts at any California Community College to create program maps using existing program and course data. In addition to building program maps, the initial rollout allows colleges to control their branding, administrative users and key calls-to-action. Future iterations will include additional customization, improved user experiences, and enhancements based on user feedback.

The primary focus of this phase is to provide a basic tool reduces the time and expense for colleges to onboard and then build and manage their program maps.

## Overview

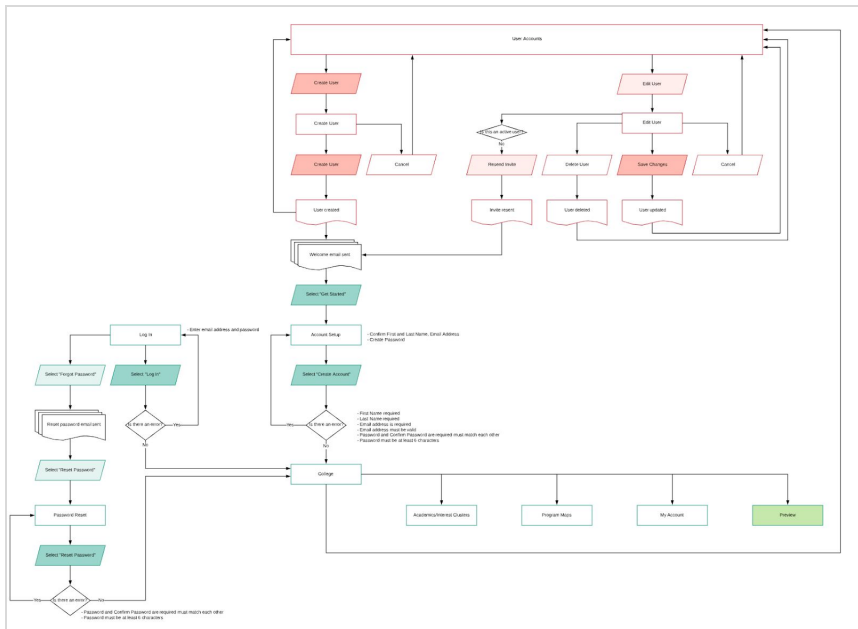
This work is currently in-progress. Below are some examples of the wireframes that will be produced. In addition to the UX design and planning work, we will create the polished look of the tool, followed by implementation.

The initial release of the Authoring Tool will include the following functionality:

- **About:** Authoring Tool marketing page to communicate purpose and provide FAQs
  - **Account Access:** Log in, password reset, first time account setup, log out
  - **Content Access:** View content for colleges for which the user has been granted access
  - **College:** Manage logo, branding, URL, data source version, visibility status, publish status, default student call-to-action, users
  - **Academics:** Manage descriptions for academics and interest clusters, associate interest clusters with icons for preset library, associate programs with interest clusters
  - **Program Maps:** Create and manage program maps - configure map settings (with transfer to system options, years to complete, visibility status, set default map), add/remove courses or course groups to terms within a program, set custom student call-to-action, preview draft maps
  - **Preview:** View the full, branded Program Mapper experience with current content
  - **Manage Account:** Update and view account information - First name, Last name, email, reset password
- 

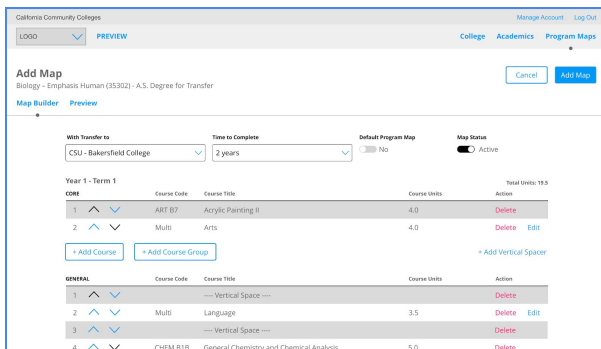
## Sitemap and Workflow

Establishes the high-level architecture of the application and describes how users will move through the application to accomplish their goals.



## Initial Wireframes

Represents the user interface in a simplified structure, stripped of any visual design or branding elements. These initial wireframes are used to communicate the general hierarchy of content and start to define core functionality.



Wireframe  
Add Program Map  
[View](#)

## Estimate

	Hours	Total
Design	130	\$14,300
Engineering	577	\$63,470

## Deliverables

- Wireframes

- Mockups
- Code

## Expected Outcome

Design underway, Prototype development to be complete by August 1.

# Data Cleanup Tool

The Data Cleanup tool aims to assist users in collecting and refining data from multiple disparate sources (COCI, eLumen, etc) and combine them into validated, versioned, and iterable datasets to be consumed by third-party applications (namely, Program Mapper).

The primary focus of the Data Cleanup Tool is create a centralized user experience that replaces the manual process of moving spreadsheets between individuals and using third-party services such as Google Sheets to prepare data for Program Mapper

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## Overview

Data Cleanup Tool is currently in a pre-alpha phase of development. Below is the priority of features set for release. All features are in various phases of design and development.

- **Initial UI and infrastructure:** Laying the groundwork to be able to iterate and publish new versions of the software. This includes the required infrastructure for third-party software (Program Mapper) to consume data from an API endpoint.
- **Import from COCI:** import directly or manually (via a CSV) from COCI.
- **Publish dataset:** manage multiple datasets and mark them as available for consumption for third-party services.
- **Bulk amendment and changelog:** CSV templates which will allow users to amend their imported COCI data. Will also include the ability to track differences between dataset versions.
- **Program and course editing:** the ability to create, read, update, and remove programs and courses through the user interface.
- **UI Enhancements:** Various enhancements to the user interface including pagination, filters, and searching.
- **Interactive publish:** the ability to actively correct publication errors within the user interface. This begins to remove spreadsheets as the primary way to resolve dataset issues
- **Authentication:** Introducing the concept of users into the system which will allow public publication and distinct users
- **User management:** allowing the creation and management of users and permissions

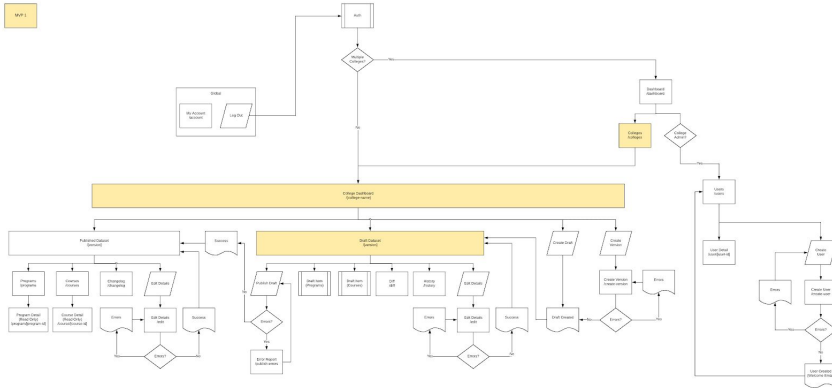


Exhibit A (May 2018)

- **Audit log:** in addition to the changelog, a more detailed history of changes to programs and courses per dataset

# Sitemap and Workflow

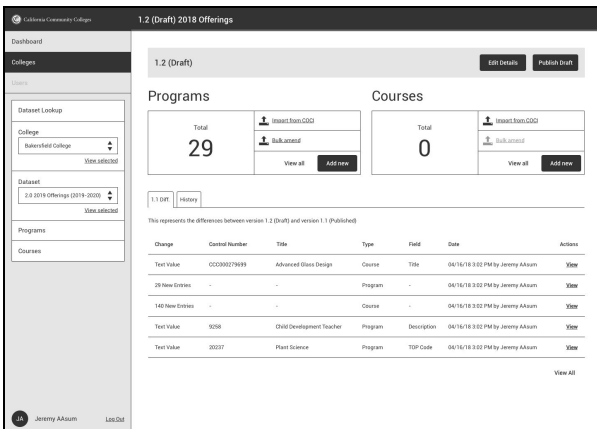
Establishes the high-level architecture of the application and describes how users will move through the application to accomplish their goals.



Static Image  
**Sitemap and Workflow**  
[View](#)

# Initial Wireframes

Represents the user interface in a simplified structure, stripped of any visual design or branding elements. These initial wireframes are used to communicate the general hierarchy of content and start to define core functionality.



Wireframe  
**Data Cleanup Tool**  
[View](#)

# Estimate

	Hours	Total
Design	242	\$26.620

Exhibit A (May 2018)

Engineering	600	\$66,000
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Deliverables

- Wireframes
- Mockups
- Code

Expected Outcome

Design underway, Prototype development to be complete by August 1.

**THIRD AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CONCENTRIC SKY**

This **Third Amendment** to the grant sub-agreement (hereinafter "Agreement") is entered into on this 26th day of February, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and CONCENTRIC SKY (hereinafter "SUBCONTRACTOR"), to amend that certain Agreement between the parties which commenced on February 27, 2017, and

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to revise the term of the Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

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

2. Period of Performance

The period of performance for this Agreement shall be from February 1, 2017 through June 30, 2018.

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: CONCENTRIC SKY

By:   
Name: Peter J. Hardash

By: \_\_\_\_\_  
Name: Wayne Skipper

Title: Vice Chancellor  
Business Operations/Fiscal Services

Title: CEO

Date: 2/27/18

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

Board Approval Date: February 26, 2018

72-1605102  
Employer/Taxpayer Identification Number (EIN)

**SECOND AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CONCENTRIC SKY**

This Second Amendment to the grant sub-agreement (hereinafter "Agreement") is entered into on this 11<sup>th</sup> day of September, 2017, between Rancho Santiago Community College District (hereinafter "RSCCD") and CONCENTRIC SKY (hereinafter "SUBCONTRACTOR"), to amend that certain Agreement between the parties which commenced on February 1, 2017, and

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to revise the Statement of Work and Total Cost of the Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

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

**1. Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (Exhibit A, *revised August 2017*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions and to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

**Item 3. Total Cost, page 1, of the Agreement is amended as follows:**

**3. Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$440,000, which consists of the \$200,000 originally allocated to the work to be performed and an increase of \$240,000 for the expanded Scope of Work (see Exhibit A, *revised August 2017*).

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

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

Second Amendment to Sub-Agreement between RSCCD and CONCENTRIC SKY

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: CONCENTRIC SKY

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

By:   
Name: \_\_\_\_\_  
Wayne Skipper

Title: \_\_\_\_\_  
Vice Chancellor  
Business Operations/Fiscal Services

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

Date: \_\_\_\_\_  
9/14/17

Date: \_\_\_\_\_  
9/19/17

Board Approval Date: September 11, 2017

\_\_\_\_\_  
72-1605102  
Employer/Taxpayer Identification Number (EIN)

**EXHIBIT A, revised August 2017**

**Concentric Sky will develop UI/UX (User Interface/User Experience) Design, at a rate of \$110/hour, as commissioned by EdResults, WestEd, and/or the California Community Colleges Chancellor's Office, Workforce and Economic Development Division.**

**Original Scope of Work: billed work hours up to \$200,000.**

**Expanded Scope of Work: additional billed work hours up to \$240,000.**

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CONCENTRIC SKY**

This First Amendment to the grant sub-agreement (hereinafter "Agreement") is entered into on this 13th day of March, 2017, between Rancho Santiago Community College District (hereinafter "RSCCD") and CONCENTRIC SKY (hereinafter "SUBCONTRACTOR"), to amend that certain Agreement between the parties which commenced on February 27, 2017, and

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to revise the term of the Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

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


**2. Period of Performance**


The period of performance for this Agreement shall be from February 1, 2017 through February 28, 2018.

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: CONCENTRIC SKY

By:   
Name: Peter J. Hardash  
Title: Vice Chancellor  
Business Operations/Fiscal Services  
Date: 3/15/17  
Board Approval Date: March 13, 2017

By:   
Name: Wayne Skipper  
Title: CEO  
Date: 3/20/17

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

~~XXXX~~

~~XXXXX~~

~~XXXX~~

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

This grant sub-agreement (hereinafter "Agreement") is entered into on this 27<sup>th</sup> day of February, 2017, between Rancho Santiago Community College District (hereinafter "RSCCD") and Centric Sky (hereinafter "SUBCONTRACTOR"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

**1. Statement of Work**

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

**2. Period of Performance**

The period of performance for this Agreement shall be from February 28, 2017 through February 29, 2019.

**3. Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000 USD.

**4. Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as



appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Invoices

SUBCONTRACTOR will submit invoices that include the Agreement number (refer to footer) and be submitted on a monthly basis, but no later than on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo, Director of Grants  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
[Santoyo\\_Sarah@rsccd.edu](mailto:Santoyo_Sarah@rsccd.edu)

6. Payment

RSCCD shall remit payment to the SUBCONTRACTOR for the cost of the work performed through an invoicing process (see 1.5 "Invoices"), up to but not exceeding the amount listed above under Article 1.3. "Total Costs".

7. Reporting

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

8. Expenditure of Grant Funds

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

9. Modifications

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

10. Time Extensions

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

11. Independent Contractor

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

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to

be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the Prime Sponsor. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services.

**13. Record Keeping**

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

**14. Audit**

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

**15. Mutual Indemnification**

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

**16. Termination**

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

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

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

**17. Disputes**

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

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

**18. Notices**

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

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo, Director of Grants  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto: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](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**  
Wayne Skipper, CEO  
1045 Willamette St.  
Eugene, OR 97401  
[wayne@concentricsky.com](mailto:wayne@concentricsky.com)

**Fiscal Contact:**  
Gerri Couper, Controller  
1045 Willamette St.  
Eugene, OR 97401  
(541) 342-8456  
[accounting@concentricsky.com](mailto:accounting@concentricsky.com)

**19. Total Agreement**

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

**20. Amendments**

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

**ARTICLE II**

**I. Legal Terms and Conditions**


This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.


*[Reminder of page left intentionally blank. Signature page follows.]*

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: CONCENTRIC SKY

By:   
Name: Peter J. Hardash  
Title: Vice Chancellor  
Business Operations/Fiscal Services  
Date: 3/8/17  
Board Approval Date: February 27, 2017

By:   
Name: Wayne Skipper  
Title: CEO  
Date: 3/8/17  
72-1605102  
Employer/Taxpayer Identification Number (EIN)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 11, 2018
Re:	Adoption of Resolution No. 18-11 – Office of Statewide Health Planning and Development for the Song-Brown Health Care Workforce Training Program, Registered Nurse Education Capitation Grant (Agreement #18-9053)	
Action:	Request for Adoption	

**BACKGROUND**

Santa Ana College's Nursing Program was awarded a Song-Brown Registered Nurse Education Capitation Grant from the Office of Statewide Health Planning and Development in recognition of SAC's successful and innovative strategy to provide the highest quality of instruction for nursing students. The award amount is \$200,000 for a two-year funding cycle from July 1, 2018 through August 15, 2020, in accordance with the funding terms and conditions as set forth and incorporated into grant agreement #18-9053. Funds are provided for the Associate's degree nurse education of ten (10) full-time nursing students per contract year in 2018/19 and 2019/20 for a total of 20 nursing students at Santa Ana College. The SAC Nursing Program is to be paid a capitated rate of \$10,000 per nursing student per contract year.

**ANALYSIS**

The Office of Statewide Health Planning and Development requires the Board of Trustees to adopt a resolution designating and approving an authorized representative of the district to sign any related contractual and amendment documents related to grant agreement #18-9053.

The project director is Rebecca Miller, Associate Dean of Health Science and the project administrator is Dr. Michelle Priest, Dean, Science, Mathematics & Health Sciences.

**RECOMMENDATION**

It is recommended that the Board adopt the resolution with the Office of Statewide Health Planning and Development 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: June 11, 2018
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	

**RESOLUTION**

This resolution is adopted in order to certify the approval of the Board of Trustees to enter into this grant agreement with the State of California, Office of Statewide Health Planning and Development for the purpose of Santa Ana College’s Nursing Program to implement the Song-Brown Health Care Workforce Training Program, Registered Nurse Education Capitation Grant **and to authorize the designated personnel to sign related contractual documents for fiscal years 2018/2019 and 2019/2020.**

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RESOLUTION NO. 18-11

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into and executing the grant agreement number **18-9053** with the State of California, Office of Statewide Health Planning and Development to implement the Song-Brown Registered Nurse Education Capitation Grant and authorizes the person(s) listed below to sign the grant agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez, Ph.D.</u>	<u>Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____
<u>Enrique Perez, J.D.</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 11<sup>th</sup> day of June 2018, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Claudia C. Alvarez, Clerk of the Board of Trustees of the Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk’s Signature)

\_\_\_\_\_  
5.12 (2) (Date)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 11, 2018
Re:	Adoption of Resolution No. 18-12 – California Department of Education for the California State Preschool Program (Contract #CSPP-8357)	
Action:	Request for Adoption	

**BACKGROUND**

Rancho Santiago Community College District received funding from the California Department of Education to provide preschool program services during the performance period of July 1, 2018, through June 30, 2019, in accordance with the funding terms and conditions of Contract No. CSPP-8357.

**ANALYSIS**

As part of the acceptance process, the California Department of Education requires the Board of Trustees to adopt a resolution designating and approving an authorized representative of the district to sign any related contractual and amendment documents related to Contract No. CSPP-8357.

The project director is Janneth Linnell, Executive Director of Child Development Services and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

**RECOMMENDATION**

It is recommended that the Board adopt the resolution with the California Department of Education and that the Chancellor or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: none	Board Date: June 11, 2018
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	



**RESOLUTION**

This resolution is adopted in order to certify the approval of the Board of Trustees to **enter into this contract agreement** with the California Department of Education for the purpose of providing preschool program services in the Child Development Centers **and to authorize the designated personnel to sign related contract and amendment documents for the fiscal year 2018/2019.**

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RESOLUTION NO. 18-12

BE IT RESOLVED that the Board of Trustees of the Rancho Santiago Community College District authorizes entering into and executing the contract agreement number **CSPP-8357** with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez, Ph.D.</u>	<u>Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____
<u>Enrique Perez, J.D.</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 11<sup>th</sup> day of June 2018, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Claudia C. Alvarez, Clerk of the Board of Trustees of the Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's Signature)

\_\_\_\_\_  
5.13 (2) (Date)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To:	Board of Trustees	Date: June 11, 2018
Re:	Adoption of Resolution No. 18-13 – California Department of Education for the General Child Care and Development Program (Contract #CCTR-8159)	
Action:	Request for Adoption	

**BACKGROUND**

Rancho Santiago Community College District received funding from the California Department of Education to provide child care and development services during the performance period of July 1, 2018, through June 30, 2019, in accordance with the funding terms and conditions of Contract No. CCTR-8159.

**ANALYSIS**

As part of the acceptance process, the California Department of Education requires the Board of Trustees to adopt a resolution designating and approving an authorized representative of the district to sign any related contractual and amendment documents related to Contract No. CCTR-8159.

The project director is Janneth Linnell, Executive Director of Child Development Services and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

**RECOMMENDATION**

It is recommended that the Board adopt the resolution with the California Department of Education and that the Chancellor or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: none	Board Date: June 11, 2018
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	

**RESOLUTION**

This resolution is adopted in order to certify the approval of the Board of Trustees to **enter into this contract agreement** with the California Department of Education for the purpose of providing child care and development services in the Child Development Centers **and to authorize the designated personnel to sign related contract and amendment documents for the fiscal year 2018/2019.**

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RESOLUTION NO. 18-13

BE IT RESOLVED that the Board of Trustees of the Rancho Santiago Community College District authorizes entering into and executing the contract agreement number **CCTR-8159** with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez, Ph.D.</u>	<u>Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____
<u>Enrique Perez, J.D.</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 11<sup>th</sup> day of June 2018, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Claudia C. Alvarez, Clerk of the Board of Trustees of the Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's Signature)

\_\_\_\_\_  
5.14 (2) (Date)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

(Board of Trustees Office)

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Board Legislative Committee Recommendations	
Action:	Request for Action	

**BACKGROUND**

The Board Legislative Committee met on May 14, 2018, to review legislative bills and recommend positions on each bill to the full board.

**ANALYSIS**

After review of the following bills, Chairperson John Hanna and committee member Zeke Hernandez recommend the following action:

**Support**

- House of Representatives Bar Removal of Individuals Who Dream and Grow Our Economy (H.R.) 496 (Coffman) (BRIDGE) Act
- Senate 128 (Graham) BRIDGE Act
- H.R. 2353 (Thompson) Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act
- Assembly Bill (AB) 1935 (Irwin) Community Colleges: Tutoring
- AB 2306 (Santiago) Student Financial Aid: Cal Grant Program (if the supplemental lock grant is part of the new funding formula)
- AB 2477 (Rubio) Student Support Services: Dream Resource Liaisons
- Senate Bill 1406 (Hill) Public Postsecondary Education: Community College Districts: Baccalaureate Degree Pilot Program

**A letter be sent:**

- In support of signing a discharge petition which will allow debate and voting on all bills representing the Deferred Action for Childhood Arrivals (DACA) program.
- In support of legislation to extend protection for DACA students and Dreamers, and provide a pathway to citizenship.
- Urging the Legislative Analyst's Office (LAO) to conduct a study on the feasibility of creating an exclusively online community college and utilize regional community college consortiums or existing district models to facilitate increased online participation in all community college courses. In addition, the committee recommends the LAO study include meetings between the chancellor, Community College League of California (CCLC) Chief Executive Officers Board, and statewide Academic Senate; and the LAO report its findings to the Legislature on or before July 1, 2019.
- In support of taking a position on Governor's Proposed Fiscal Year 2018-2019 budget to ensure that performance-based funding would be inclusive, not exclusive.

## **RECOMMENDATION**

It is recommended that the board review and approve the Board Legislative Committee's recommendations as presented.

Fiscal Impact:	None	Board Date: June 11, 2018
Prepared by:	Anita Lucarelli, Exec. Assistant to the Board of Trustees	
Submitted by:	Board Legislative Committee	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

## MEMO

**To:** Rancho Santiago Community College District Legislative Affairs Committee

**From:** Townsend Public Affairs, Inc.  
Christopher Townsend, President  
Casey Elliott, State Capitol Director  
Austin Webster, Senior Associate  
Laura Kroeger, Associate

**Date:** June 11, 2018

**Subject:** Recommended Legislative Affairs Committee Action

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### 2017-18 Federal Community College Legislation – Action

#### H.R. 496 (Coffman) BRIDGE Act

**Bill Summary:** The bill would provide temporary relief from deportation and employment authorization to individuals who are eligible for the US Department of Homeland Security Deferred Action for Childhood Arrivals (DACA) Program, effectively extending DACA protections for three years from the passage date.

**Status:** Introduced; referred to the House Judiciary Committee, Subcommittee on Immigration and Border Security.

**Recommended Position:** Support

#### S. 128 (Graham) BRIDGE Act

**Bill Summary:** The bill would provide temporary relief from deportation and employment authorization to individuals who are eligible for the US Department of Homeland Security Deferred Action for Childhood Arrivals (DACA) Program, effectively extending DACA protections for three years from the passage date.

**Status:** Introduced; referred to the Senate Judiciary Committee.

**Recommended Position:** Support



5.15 (3)

**H.R. 2353 (Thompson) Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act**

**Bill Summary:** The bill would reauthorize federal programs to support career and technical education for secondary and postsecondary students. It would authorize more than \$7 billion from fiscal 2018 through 2023 for Education Department grants to states and other recipients under the Carl D. Perkins Career and Technical Education Act. Changes in the bill include requiring more school engagement with industry representatives, simplifying requirements for funding recipients, and limiting the federal government’s role in the programs. The bill’s provisions would take effect on July 1, 2018.

**Status:** Passed House; sent to the Senate for consideration.

**Recommended Position:** Support

**New State Community College Legislation – Action**

**AB 1935 (Irwin D) Community colleges: tutoring.**

**Status:** 5/2/2018-In committee: Set, first hearing. Referred to APPR. suspense file.

**Summary:** Under current law, community college districts throughout the state have established campuses where they provide instruction to students. Current law establishes a system through which state funds are apportioned to community college districts based on specified formulas. A provision of existing law identifies the noncredit community college courses and classes that are eligible for state apportionment funding. This bill would provide that supervised tutoring for degree-applicable and transfer-level courses, as authorized pursuant to regulations adopted by the board of governors, is eligible for state apportionment funding.

**Community College League of California Position:** No Position

**California Community College Chancellor’s Office Position:** Support

**Recommended Position:** Support



**AB 2306 (Santiago D) Student financial aid: Cal Grant Program.**

**Status:** 4/18/2018-In committee: Set, first hearing. Referred to APPR. suspense file.

**Summary:** The Cal Grant Program prohibits an applicant from receiving one or a combination of program awards in excess of the amount equivalent to the award level for a total of a 4-year period of full-time attendance in an undergraduate program, except as provided. This bill would increase this generally applicable maximum for total Cal Grant awards to a community college applicant to the award level for a 6-year period of full-time attendance. The bill would provide that this 6-year period of Cal Grant eligibility shall carry over to any 4-year qualifying institution if the applicant transfers from a community college to a 4-year qualifying institution, but shall not exceed the 6-year maximum in total.

**Community College League of California Position:** Support

**California Community College Chancellor's Office Position:** Neutral

**Recommended Position:** Support

**AB 2477 (Rubio D) Student support services: Dream Resource Liaisons.**

**Status:** 4/18/2018-In committee: Set, first hearing. Referred to APPR. suspense file.

**Summary:** Would, commencing with the 2019–20 academic year, require the California Community Colleges and the California State University, and request the University of California, to designate a Dream Resource Liaison on each of their respective campuses, as specified, to assist students meeting specified requirements, including undocumented students, by streamlining access to all available financial aid and academic opportunities for those students. By requiring community colleges to designate a Dream Resource Liaison, this bill would impose a state-mandated local program.

**Community College League of California Position:** No Position

**California Community College Chancellor's Office Position:** Neutral

**Recommended Position:** Support





**SB 1406 (Hill D) Public postsecondary education: community college districts: baccalaureate degree pilot program.**

**Status:** 5/7/2018-Referred to Com. on HIGHER ED.

**Summary:** Current law requires a student participating in a baccalaureate degree pilot program to complete his or her degree by the end of the 2022–23 academic year. Current law makes the authorization to establish pilot baccalaureate degree programs inoperative on July 1, 2023, and repeals the authorization on January 1, 2024. Would require that a student participating in a baccalaureate degree pilot program commence his or her degree program by the beginning of the 2022–23 academic year. This bill would extend the inoperative and repeal dates for the authorization to establish pilot baccalaureate degree programs by 3 years.

**Community College League of California Position:** Support

**California Community College Chancellor’s Office Position:** Neutral

**Recommended Position:** Support



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Legal Services Agreement – The Feldhake Law Firm	
Action:	Request for Approval	

**BACKGROUND**

The District utilizes a number of law firms for specialized legal services. The Feldhake Law Firm specializes in legal advisory services with an expertise in dealing with matters relating to labor, employer-employee relations, facilities and personnel matters including representation in administrative court proceedings.

**ANALYSIS**

Hourly rates for The Feldhake Law Firm range from \$265 per hour for attorneys; \$150 per hour for paralegals and \$35 per hour for legal assistants. Word processing, clerical and staff overtime, telephone and facsimile charges, outside costs such as deposition fees, experts, messengers, copying projects, mileage, travel, etc. are charged at actual invoiced cost.

This agreement has been reviewed and approved by Ruben Smith, Esq., General Counsel to the Board of Trustees of Rancho Santiago Community College District and recommended for approval.

The term of this agreement is from July 1, 2018 through June 30, 2020.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and The Feldhake Law Firm as presented.

Fiscal Impact:	Based upon utilization	Board Date:	June 11, 2018
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

# Rancho Santiago Community College District

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2018, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and THE FELDHAKE LAW FIRM, a Professional Corporation (the "FIRM").

### RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### **1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin July 1, 2018 and shall continue thereafter until June 30, 2020 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### **2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

#### **3. THE FIRM'S SERVICES AND RESPONSIBILITIES:**

- a. **Supervising Attorney: The FIRM appoints Robert J. Feldhake, Esq. as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the**

**DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.**

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work. .
- e. Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
  - i.** If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

“5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

*a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.”*

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

#### **4. THE DISTRICT'S RESPONSIBILITIES:**

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

#### **5. COMPENSATION:**

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
  - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

**b. Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

**c. Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

**7. DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:  
Dr. Raúl Rodriguez  
Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: rodriguez\_raul@rscsd.edu

To the FIRM:  
The Feldhake Law Firm  
650 Town Center Drive, Suite 1590  
Costa Mesa, CA 92626  
EMAIL: rfeldhake@far-law.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.
11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the



DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
  - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
  - ii. The above insurance must be provided or written on an occurrence basis.
- b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
- d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

**12. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

**13. GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.

**14. ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation,

modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.


- 15. WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

**[Signatures to follow on the next page]**

**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS SET FORTH HEREINABOVE:

**THE FELDHAKES LAW FIRM, a Professional Corporation**

By:   
\_\_\_\_\_

Robert J. Feldhake, Esq.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

Approved as to Form:

**AlvaradoSmith, a  
Professional Law Corporation**

By: \_\_\_\_\_  
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
DISTRICT BILLING REQUIREMENTS

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Approval and Payment**

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual

time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls

must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

### **C. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal

doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

### **D. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The

DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **E. Travel**

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from

home to office or vice versa, if appropriate.

#### **F. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction

(e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g.,

Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

**ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES**

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<b>Hourly Rates</b> <b>(Billed at .10 minute increments)</b>	
Attorneys	\$265
Paralegal	\$150
Legal Assistants	\$35

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Office of the Chancellor

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Board Participation in Retreat for Governing Board Policy and Leadership for Guided Pathways	
Action:	Request for Action	

**BACKGROUND**

The California Guided Pathways Project (CAGP) has the potential to change and reshape RSCCD colleges for the better and to increase the success of our students. Through this effort, colleges will implement an integrated, institution-wide approach to student success by creating structured educational experiences that support each student from point of entry to attainment of high-quality postsecondary credentials and careers.

Santa Ana College is one of 20 colleges selected to participate in the California Guided Pathways Project and Santiago Canyon College has decided to enter into a year of inquiry relating to the guided pathways effort.

RSCCD has been invited to participate in a grant sponsored by the American Association of Community Colleges (AACC) to assist college and districts involved in the CAGP. There are two elements of the district's participation.

- 1) The colleges will send a leadership team to the District Pathways Scaling Institute to assist in developing a cogent and efficient strategy to support district-wide scaling of guided pathways.
- 2) The board has the opportunity to participate in a Governing Board Policy and Leadership Retreat to build understanding of and promote action on aspects of policy and leadership that are key to promoting and sustaining guided pathways reforms.

**ANALYSIS**

To insure success for the guided pathways efforts at Santa Ana College and Santiago Canyon College, the board is encouraged to schedule a Governing Board Policy and Leadership Retreat which will be scheduled to begin on Friday afternoon, run through Friday dinner and evening discussion and end at noon on Saturday.

**RECOMMENDATION**

It is recommended that the Board of Trustees select a date and participate in a Governing Board Policy and Leadership Retreat in support of the district's participation in the California Guided Pathways Project.

Fiscal Impact:	Meeting Expenses (duplication, meals, etc.)	Board Date:	June 11, 2018
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		





## SUPPORT FOR GUIDED PATHWAYS IN CALIFORNIA: Governing Board Policy and Leadership for Guided Pathways

**Objective:** Build governing board understanding of—and promote action on—aspects of policy and leadership that are key to promoting and sustaining guided pathways reforms.

**Key Activities:** Each college CEO (president or chancellor) in the California Guided Pathways Project is invited to schedule a special-focus governing board retreat, with the expectation that all board members and the CEO will participate. [For multi-college district institutions, district chancellors will be the key contact and college presidents will be invited participants in the retreat. Broader participation of institutional personnel is at the CEO's discretion.] Typically, the retreat will be scheduled to begin on Friday afternoon (est. 2:00 pm), run through Friday dinner and evening discussion, and end at noon on Saturday. The retreat agenda will include brief expert presentations with selected video material, interspersed with extensive guided discussion; tailored content will be developed in consultation with the CEO. A key product of the retreat will be an action plan for subsequent Board work with the CEO.

### **Targeted Outcomes:**

- Strengthened board understanding of the guided pathways model (the *what*), the rationale for its implementation (the *why*), and the challenges involved in leadership for large-scale institutional change (the *how*).
- Consideration of the potential implications for institutional strategy, policy, staffing, finance, technology infrastructure, and so on, ensuring relevance to local conditions and the California state policy environment.



**The National AACC Pathways Project.** Led by the American Association of Community Colleges, a group of eight national partner organizations, all deeply involved in substantial community college reform initiatives, has come together to define ways to build on the existing efforts in the field, bringing the lessons of evidence and experience to bear, adding momentum, and promoting sustainability and scale. Central to the work is a series of pathway design institutes for college teams. Specifically, these institutes have been designed to support committed community colleges in their efforts to create much clearer pathways to high-quality credentials aligned to strong employment opportunities, while also helping them develop the change management strategies needed to accomplish this goal. The Institute series is currently being replicated in California with 20 selected community colleges and with strong tailoring for the California context. In addition to the institutes, AACC recognizes the need to provide targeted information and support to participating college CEOs and their governing boards, addressing both the policy conditions requisite to success and sustainability and approaches to leadership for major institutional change.

**A Project Supported by College Futures Foundation**

- Development by each governing board of an action plan delineating appropriate board commitments going forward in areas including, for example: official statement of board support for the goals of substantially improving college completion and equity in student outcomes through implementation of guided pathways at scale; adoption of key performance indicators reflecting progress in the guided pathways work (early momentum indicators for students); changes in uses of board time to include periodic work sessions and/or retreats focused on data depicting student momentum, completion, and equity; review, discussion, and potential adoption of strategic positions and policy measures that create the conditions for institutional success in the guided pathways work; and so on.

**Evaluation:** Project-developed evaluation forms will elicit feedback from governing board members and college CEOs regarding the effectiveness and value of the retreat experience. In addition, draft action plans will be completed during the retreat for each Board's guided pathways-related work and submitted in final form following the event.

**Timeline:** Invitations extended to Chancellors, May 2018; scheduling, agenda and materials development, Summer 2018; retreats to occur throughout the 2018-2019 academic year and potentially into early June 2019.

**Project Management & Expertise:** The project team centrally consists of Dr. Byron McClenney, Senior Consultant, AACC, and Dr. Kay McClenney, Senior Advisor to the AACC President & CEO, with support from Sarah Cale, AACC Pathways Program Manager. Additional consultants and retreat facilitators include Dr. Rob Johnstone, director of the California Guided Pathways Project and Founding President/CEO of NCI; and Dr. Gretchen Schmidt, Executive Director of the AACC Pathways Project.

**Cost:** The project budget covers development of agenda and materials, plus facilitator/consultant fees and travel expenses. **Costs to be paid by participating colleges/districts include all meeting expense:** duplication of materials/agendas, meals and breaks, stipends (if in accord with district policy) for board participation).

For more information, contact:

General project information (all components): Kay McClenney ([kmcclenney@aacc.nche.edu](mailto:kmcclenney@aacc.nche.edu))

Registration, scheduling, general information: Sarah Cale ([scale@aacc.nche.edu](mailto:scale@aacc.nche.edu))

Governing Board Retreats: Byron McClenney ([bmcclenney@aacc.nche.edu](mailto:bmcclenney@aacc.nche.edu))

# RESPONSE FORM

## INDICATION OF INTEREST AND DATE PREFERENCES FOR A GOVERNING BOARD RETREAT

### POLICY MEETS PATHWAYS: Governing Board Leadership and Support for Guided Pathways

INSTITUTION: \_\_\_\_\_

CEO (Chancellor/President): \_\_\_\_\_

*Please return this form by June 11 to Sarah Cale at [scale@aacc.nche.edu](mailto:scale@aacc.nche.edu)*

1. I am interested in scheduling and planning a governing board retreat focused on leadership and support for guided pathways.

Yes

No

2. The top three date choices (from the list below) for my institution are:

INDICATE 1 <sup>ST</sup> , 2 <sup>ND</sup> , 3 <sup>RD</sup> CHOICES	DATES	_____	_____	_____
_____	Aug 10-11, 2018	_____	_____	Jan 11-12, 2019
_____	Aug 17-18, 2018	_____	_____	Jan 18-19, 2019
_____	Aug 24-25, 2018	_____	_____	Jan 25-26, 2019
_____	Sept 14-15, 2018	_____	_____	Feb 8-9, 2019
_____	Sept 21-22, 2018	_____	_____	Feb 22-23, 2019
_____	Sept 28-29, 2018	_____	_____	Mar 1-2, 2019
_____	Oct 5-6, 2018	_____	_____	Mar 8-9, 2019
_____	Oct 12-13, 2018	_____	_____	Mar 15-16, 2019
_____	Oct 19-20, 2018	_____	_____	Mar 21-22, 2019
_____	Oct 26-27, 2018	_____	_____	Mar 29-30, 2019
_____	Nov 2-3, 2018	_____	_____	Apr 5-6, 2019
_____	Nov 9-10, 2018	_____	_____	Apr 26-27, 2019
_____	Nov 30 - Dec 1, 2018	_____	_____	May 3-4, 2019
_____	Dec 7-8, 2018	_____	_____	May 10-11, 2019
_____	Dec 14-15, 2018	_____	_____	May 17-18, 2019
_____	Jan 4-5, 2019	_____	_____	May 31-Jun 1, 2019
				June 7-8, 2019

A RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

June 11, 2018

MANAGEMENT

2018/2019 Chancellor Interim Annual Salary Schedule/Attachment #1

2018/2019 Cabinet Interim Annual Salary Schedule/Attachment #2

2018/2019 Management Interim Annual Salary Schedule/Attachment #3

2018/2019 Administrator/Academic Supervisor Step Increases/Attachment #4

2018/2019 Management/Classified Supervisor/Confidential Step Increases/Attachment #5

New Job Description/Attachment #6

Director, Student Information Support  
Classified Supervisory  
Grade D

Revised Job Description/Attachment #7

Director, Purchasing Services  
Business Operations & Fiscal Services  
District Operations  
Classified Supervisory  
Grade F

Appointment

Gaspar, Mario N.  
Director, Physical Plant & Facilities  
Administrative Services  
Santa Ana College

Effective: May 21, 2018  
Salary Placement: F-1 \$91,529.46/Year  
(Requisition #CL18-1118)

Limeburner-Green, Tracie E.  
Vice Chancellor, Human Resources  
District Operations

Effective: June 27, 2018  
Salary Placement: Step 3 \$190,624.13/Year  
(Requisition #AC18-0645)

Interim Assignment

Hoffman, Simon Bart  
Interim Vice President, Administrative Services  
Santa Ana College

Effective: July 1, 2018 – June 30, 2019  
Salary Placement: A-7 \$171,394.03/Year

**MANAGEMENT (CONT'D)**

Extension of Interim Assignment

Coto, Jennifer  
Interim Dean, Enrollment & Support Services  
Student Services  
Santiago Canyon College

Effective: July 1, 2018 – June 30, 2019  
Salary Placement: B-7 \$160,437.30  
(No Change)

Extension of Interim/Short-term Assignment

Greiner, Anna C.  
Interim Director, Small Business Initiative  
Educational Services  
District Operations

Effective: July 1 – December 31, 2018  
Hourly Placement: F-7 \$58.75

Jensen, Michael  
Sergeant District Safety & Security  
District Operations

Effective: July 1, 2018 – June 30, 2019  
Hourly Placement: K-1 \$33.12/Hour

Toledo, Michael  
Project Manager  
District Safety  
District Operations

Effective: July 1, 2018 – June 30, 2019  
Hourly Placement: E-1 \$47.18/Hour

Ratification of Retirement/Resignation

Coopman, Ronald G.  
Associate Dean, Criminal Justice Academies  
Human Services & Technology Division  
Santa Ana College

Effective: June 14, 2018 (Last Day)  
Reason: Retirement

Lipiz, Nilo E.  
Dean, Instruction & Student Services  
Continuing Education Division  
Centennial Education Center  
Santa Ana College

Effective: June 29, 2018 (Last Day)  
Reason: Retirement

Sanchez, Angelo H.  
Maintenance Supervisor  
Administrative Services  
Santa Ana College

Effective: May 31, 2018  
Reason: Retirement

**FACULTY**

Appointment

Barrios, Andrew  
Assistant Professor, Biology  
Science, Mathematics &  
Health Services Division  
Santa Ana College  
Effective: August 20, 2018  
Tentative Salary Placement: II-3 \$59,559.05/Year  
(Requisition #AC18-0653#01)

Brocatto, Carlos  
Assistant Professor, Philosophy  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: August 20, 2018  
Tentative Salary Placement: II-3 \$59,559.05/Year  
(Requisition #AC18-0660)

Fernandez, Joseph  
Assistant Professor, Nursing  
Health Science & Nursing  
Science, Mathematics &  
Health Services Division  
Santa Ana College  
Effective: August 20, 2018  
Tentative Salary Placement: II-3 \$59,559.05/Year  
(Requisition #AC18-0652)

Nair, Arjun  
Assistant Professor, Biology  
Science, Mathematics &  
Health Services Division  
Santa Ana College  
Effective: August 20, 2018  
Tentative Salary Placement: VII-3 \$73,332.29/Year  
(Requisition #AC18-0653)

Roper, David  
Assistant Professor, Automotive Technology  
Human Services & Technology Division  
Santa Ana College  
Effective: August 20, 2018  
Tentative Salary Placement: II-3 \$59,559.05/Year  
(Requisition #AC18-0664)

Ratification of Retirement/Resignation

Nguyen, Michael  
Professor, Business Applications/  
Coordinator, Academic Computer Center  
Business Division  
Santa Ana College  
Effective: August 10, 2018 (Last Day)  
Reason: Retirement

Springfield, Amber  
Master Teacher  
SAC Early Childhood Education Center  
Child Development Services  
District Operations  
Effective: June 27, 2018 (Last Day)  
Reason: Retirement

**FACULTY (CONT'D)**

2018/2019 CEFA Interim Hourly Salary Schedule/Attachment #8

2017/2018 CSEA 888 Permanent Annual & Hourly Salary Schedules/Attachments #9-10

2018/2019 CSEA 888 Permanent Annual & Hourly Salary Schedules/Attachments #11-12

2018/2019 FARSCCD Interim Annual & Hourly Salary Schedules/Attachments #13-18

2018/2019 CSEA 888 Contract Step Increases/Attachments #19

2018/2019 FARSCCD Contract Step Increases/Attachment #20

2018/2019 FARSCCD Contract Athletic Coaching Stipends/Attachment #21

2018/2019 CSEA 888 Contract Stipends/Attachment #22

2018/2019 FARSCCD Contract Coordinator Stipends/Attachment #23

2017/2018 FARSCCD Contract Extension Days/Attachment #24

2018/2019 FARSCCD Contract Extension Days/Attachment #25

2017/2018 Additional FARSCCD Contract Extension Days

Lockhart, Ann  
Associate Professor/Counselor/Coordinator,  
CARE/CalWORKS  
Extended Opportunities Programs & Services  
Santa Ana College

Effective: June 20 – June 27, 2018  
Contract Extension: 2 Days  
Contract Extension Rate: III-15 \$463.49/Day  
Contract Extension Duties: Coordination

Ramirez, Marco  
Professor/Coordinator, Talent Search  
Student Affairs  
Santa Ana College

Effective: July 1, 2017 – June 30, 2018  
Contract Extension: 6 Days  
Contract Extension Rate: II-15 \$451.04/Day  
Contract Extension Duties: Coordination

2018/2019 FARSCCD Contract Stipends

Crammer, Cale  
Assistant Professor, Political Science  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: August 20, 2018 – June 8, 2019  
Amount: \$6,000/Year  
Reason: Coach, Model United Nations

Kubicka-Miller, Jared  
Professor, Communication  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: August 20, 2018 – June 8, 2019  
Amount: \$3,000/Year  
Reason: Coach, Forensics Program

**FACULTY (CONT'D)**

2018/2019 FARSCCD Contract Stipends

Kubicka-Miller, Tara  
Professor, Communication  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: August 20, 2018 – June 8, 2019  
Amount: \$3,000/Year  
Reason: Coach, Forensics Program

Vu, Binh  
Associate Professor, Music  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: August 20, 2018 – June 8, 2019  
Amount: \$6,000/Year  
Reason: Coach, Performing Arts Program

Adjusted Leave of Absence

Hovanitz, Eric  
Professor, Geology  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: January 29 – June 2, 2018  
From: Banked Leave Withdrawal - 6.0 LHE  
To: Banked Leave Withdrawal – 4.0 LHE

Beyond Contract/Overload Stipend

Baldizon-Rios, Nena  
Professor/Counselor, EOPS  
Counseling & Student Support Services  
Santiago Canyon College

Effective: April 16, 2018  
Amount: \$1,000.00  
Reason: Staff Development  
Basic Skills (Project #2058)

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

Effective: February 5, 2018  
Amount: \$1,000.00  
Reason: Curriculum Development  
Distance Education (Project #2548)

Breig, David  
Professor, Kinesiology  
Kinesiology, Health & Athletics Division  
Santa Ana College

Effective: February 5, 2018  
Amount: \$1,000.00  
Reason: Curriculum Development  
Distance Education (Project #2548)

Briones, Michael  
Assistant Professor, Music  
Fine & Performing Arts Division  
Santa Ana College

Effective: April 4, 2018  
Amount: \$250.00  
Reason: Program Facilitation  
Distance Education (Project #0001)

Campbell, Alondo  
Assistant Professor, Sociology  
Humanities & Social Sciences Division  
Santa Ana College

Effective: February 5, 2018  
Amount: \$1,000.00  
Reason: Staff Development  
Academic Affairs (Project #3440)



**FACULTY (CONT'D)**

*Beyond Contract/Overload Stipend (cont'd)*

Carpio, Brenda  
Assistant Professor, Political Science  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: February 5, 2018  
Amount: \$1,000.00  
Reason: Staff Development  
Academic Affairs (Project #3440)

Fosmire, Edward  
Assistant Professor, Art History  
Fine & Performing Arts Division  
Santa Ana College

Effective: April 4, 2018  
Amount: \$250.00  
Reason: Program Facilitation  
Distance Education (Project #0001)

Freese, Amy  
Assistant Professor, Reading  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: June 3, 2018  
Amount: \$750.00  
Reason: Staff Development  
Student Equity (Project #2548)

Galvan, Juana  
Assistant Professor/Counselor, EOPS  
Counseling & Student Support Services  
Santiago Canyon College

Effective: April 16, 2018  
Amount: \$1,000.00  
Reason: Staff Development  
Basic Skills (Project #2058)

Gause, Tiffany  
Assistant Professor, Sociology  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: June 3, 2018  
Amount: \$2,550.00  
Reason: Coordination  
Student Equity (Project #2548)

Govea-Von Velasco, Melissa  
Assistant Professor, Women's Studies  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: June 3, 2018  
Amount: \$750.00  
Reason: Staff Development  
Student Equity (Project #2548)

Gutierrez, Erika  
Assistant Professor, Sociology  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: June 3, 2018  
Amount: \$750.00  
Reason: Staff Development  
Student Equity (Project #2548)

Hall, Kathryn  
Assistant Professor, English  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: June 3, 2018  
Amount: \$750.00  
Reason: Staff Development  
Student Equity (Project #2548)

Jones, Elliott  
Professor, Music  
Fine & Performing Arts Division  
Santa Ana College

Effective: April 4, 2018  
Amount: \$250.00  
Reason: Program Facilitation  
Distance Education (Project #0001)

**FACULTY (CONT'D)**

*Beyond Contract/Overload Stipend (cont'd)*

Kehlenbach, E. Brian  
Professor, Music  
Fine & Performing Arts Division  
Santa Ana College  
Effective: April 4, 2018  
Amount: \$250.00  
Reason: Program Facilitation  
Distance Education (Project #0001)

King, Judith  
Assistant Professor/Librarian  
Fine & Performing Arts Division  
Santa Ana College  
Effective: April 4, 2018  
Amount: \$250.00  
Reason: Program Facilitation  
Distance Education (Project #0001)

Knight, Annie  
Assistant Professor/Librarian  
Fine & Performing Arts Division  
Santa Ana College  
Effective: April 4, 2018  
Amount: \$250.00  
Reason: Program Facilitation  
Distance Education (Project #0001)

Kosuth-Wood, Kathryn  
Professor, English  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: June 3, 2018  
Amount: \$750.00  
Reason: Staff Development  
Student Equity (Project #2548)

Leeds, Kelvin  
Professor, Math  
Science, Mathematics & Health Sciences Division  
Santa Ana College  
Effective: February 5, 2018  
Amount: \$1,500.00  
Reason: Staff Development  
Academic Affairs (Project #3440)

Littlejohn, Stacey  
Assistant Professor, Chemistry  
Science, Mathematics & Health Sciences Division  
Santa Ana College  
Effective: February 5, 2018  
Amount: \$1,000.00  
Reason: Staff Development  
Academic Affairs (Project #3440)

Manzano, F. Richard  
Professor, Legal Assistant  
Business Division  
Santa Ana College  
Effective: February 5, 2018  
Amount: \$250.00  
Reason: Program Facilitation  
Distance Education (Project #0001)

Martin, Linda  
Assistant Professor, Library & Information Science  
Institutional Effectiveness, Library & Learning  
Support Services  
Santiago Canyon College  
Effective: June 4, 2018  
Amount: \$750.00  
Reason: Staff Development  
Student Equity (Project #2548)

**FACULTY (CONT'D)**

Beyond Contract/Overload Stipend (cont'd)

McKowan-Bourguignon, Lisa  
Associate Professor, Math  
Science, Mathematics & Health Sciences Division  
Santa Ana College  
Effective: February 5, 2018  
Amount: \$1,000.00  
Reason: Curriculum Development  
Distance Education (Project #2548)

Pedroza, Jeffrey  
Professor, Psychology  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: February 5, 2018  
Amount: \$1,000.00  
Reason: Staff Development  
Academic Affairs (Project #3440)

Siddiqui, Shereen  
Assistant Professor, Women's Studies  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: June 3, 2018  
Amount: \$750.00  
Reason: Staff Development  
Student Equity (Project #2548)

Strong, John  
Assistant Professor, Accounting  
Business Division  
Santa Ana College  
Effective: February 5, 2018  
Amount: \$250.00  
Reason: Program Facilitation  
Distance Education (Project #0001)

Sweeney, George  
Associate Professor, Math  
Science, Mathematics & Health Sciences Division  
Santa Ana College  
Effective: February 5, 2018  
Amount: \$250.00  
Reason: Curriculum Development  
Distance Education (Project #2548)

Vu, Vivien  
Assistant Professor/Counselor, DSPS  
Student Services  
Santiago Canyon College  
Effective: April 16, 2018  
Amount: \$1,000.00  
Reason: Staff Development  
Basic Skills (Project #2058)

Womack, Melinda  
Professor, Communication  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: June 3, 2018  
Amount: \$2,550.00  
Reason: Coordination  
Student Equity (Project #2548)

Part-time Hourly New Hires/Rehires

Amaya, Ines  
Instructor, Older Adults/Music  
Continuing Education Division (CEC)  
Santa Ana College  
Effective: May 29, 2018  
Hourly Lecture Rate: II-3 \$49.91

**FACULTY (CONT'D)**

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

Bairam, Etem  
Instructor, Geography  
Arts, Humanities & Social Science Division  
Santiago Canyon College

Effective: June 11, 2018  
Hourly Lecture Rate: II-3 \$58.29

Berger, Adam J.  
Instructor, Fire Technology/Wellness  
(Equivalency)  
Human Services & Technology Division  
Santa Ana College

Effective: May 21, 2018  
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Earl, Douglas  
Instructor, Criminal Justice/Firearms  
(Equivalency)  
Human Services & Technology Division  
Santa Ana College

Effective: May 18, 2018  
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Elkerton, Michelle D  
Instructor, English  
Dual Enrollment Program  
Humanities & Social Sciences Division  
Santa Ana College

Effective: June 11, 2018  
Hourly Lecture Rate: II-3 \$58.29

Glass, John M  
Instructor, Psychology  
Humanities & Social Sciences Division  
Santa Ana College

Effective: June 11, 2018  
Hourly Lecture Rate: II-3 \$58.29

Gonzales, Angie M  
Instructor, Vocational/Medical Assistant  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: June 06, 2018  
Hourly Lecture Rate: I-3 \$48.69

Greenhalgh, Pamela L  
Instructor, Speech Language Pathology  
Human Services & Technology Division  
Santa Ana College

Effective: June 11, 2018  
Hourly Lecture/Lab Rates: II-5 \$64.25

Heredia, Erik  
Instructor, ESL  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: May 21, 2018  
Hourly Lecture Rate: I-3 \$48.69

**FACULTY (CONT'D)**

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

Hernandez, Monica V. Effective: May 29, 2018  
CE Counselor Hourly Rate: II-3 \$42.42  
Continuing Education Division (CEC)  
Santa Ana College

Ionescu, Elena Effective: June 18, 2018  
Instructor, Older Adults/General Hourly Lecture Rate: II-3 \$49.91  
Continuing Education Division (CEC)  
Santa Ana College

Juarez, Vanessa Effective: May 29, 2018  
CE Counselor Hourly Rate: II-3 \$42.42  
Continuing Education Division (CEC)  
Santa Ana College

Kabaji, Noha I Effective: June 11, 2018  
Instructor, English Hourly Lecture Rate: IV-5 \$70.84  
Humanities & Social Sciences Division  
Santa Ana College

Leroy, Alissa N Effective: June 11, 2018  
Instructor, Anthropology Hourly Lecture Rate: II-3 \$58.29  
Humanities & Social Sciences Division  
Santa Ana College

Nevarez-Grubbs, Gissel Effective: June 11, 2018  
Instructor, Business Applications Hourly Lecture/Lab Rates; II-3 \$58.29/\$52.46  
Business Division  
Santa Ana College

Nguyen, Grace Thuan Effective: June 11, 2018  
Instructor, Accounting Hourly Lecture Rate: I-3 \$55.51  
Business Division  
Santa Ana College

Pineda, Mario B Effective: June 18, 2018  
Instructor, Manufacturing Technology Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96  
Human Services & Technology Division  
Santa Ana College

**FACULTY (CONT'D)**

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

Polydoros, Lori J  
Instructor, English  
Dual Enrollment Program  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: June 11, 2018  
Hourly Lecture Rate: II-3 \$58.29

Rieck, Garrett A  
Instructor, Fire Technology/Wellness  
Human Services & Technology Division  
Santa Ana College  
Effective: May 29, 2018  
Hourly Lecture/Lab Rate: II-3 \$58.29/\$52.46

Roach, Andrew J.  
Instructor, Fire Technology (equivalency)  
Human Services & Technology Division  
Santa Ana College  
Effective: May 21, 2018  
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Rubio, Michael A  
Instructor, Kinesiology  
Men's Soccer  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: June 18, 2018  
Hourly Lab Rate: II-3 \$52.46

Sachs, Stephanie D  
Instructor, Counseling  
Dual Enrollment Program  
Counseling Division  
Santa Ana College  
Effective: June 11, 2018  
Hourly Lecture Rate: II-3 \$58.29

Shepherd, Christine A  
Instructor, English  
Dual Enrollment Program  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: June 11, 2018  
Hourly Lecture Rate: II-3 \$58.29

Solaris, Elizabeth  
Instructor, Vocational/Employability Skills  
Continuing Education Division (CEC)  
Santa Ana College  
Effective: May 29, 2018  
Hourly Lecture Rate: II-3 \$49.91

Trama, Amanda  
Instructor, Psychology  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: August 27, 2018  
Hourly Lecture Rate: IV-3 \$64.25

**FACULTY (CONT'D)**

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

Yetko, Claire E  
Instructor, English  
Dual Enrollment Program  
Humanities & Social Sciences Division  
Santa Ana College

Effective: June 11, 2018  
Hourly Lecture Rate: II-3 \$58.29

Non-paid Instructors of Record

Seppala, Linda L.  
Instructor, Adults with Disabilities/  
Workforce Development  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: May 16, 2018

Silva, Aaron  
Instructor, Apprenticeship/Carpentry (equivalency)  
Business & Career Technical Education  
Santiago Canyon College

Effective: May 21, 2018

Non-paid Intern Service

Palencia-Bollinger, Sarah  
Human Services Intern  
Veterans Resource Center  
Santa Ana College

Effective: June 12 – December 31, 2018  
College Affiliation: CSU, Fullerton  
Major: Human Services

Rebolledo, Karina  
Teaching Assistant Intern  
Communication Studies  
Fine & Performing Arts Division  
Santa Ana College

Effective: June 18 – July 23, 2018  
College Affiliation: CSU, Los Angeles  
Major: Communication Studies

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**2018/2019 Chancellor Interim Annual Salary Schedule**  
 Effective July 1, 2018

TITLE	Annual Base Salary
Chancellor	\$300,112.73

ADDITIONAL COMPENSATION		
<b>Professional Expense Allowance:</b>	\$6,371.11	Annually
<b>Cell Phone:</b>	\$1,274.25	Annually
<b>Tax Sheltered Annuity:</b>	\$6,689.62	Annually



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**2018/2019 CABINET INTERIM ANNUAL SALARY SCHEDULE**  
Effective July 1, 2018

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
<b>Vice Chancellor, Human Resources</b>	\$176,577.33	\$183,465.55	\$190,624.13	\$198,091.71	\$205,855.42	\$213,928.16	\$222,322.75
<b>Vice Chancellor, Business Operations &amp; Fiscal Services</b>	\$176,577.33	\$183,465.55	\$190,624.13	\$198,091.71	\$205,855.42	\$213,928.16	\$222,322.75
<b>Vice Chancellor, Educational Services</b>	\$176,577.33	\$183,465.55	\$190,624.13	\$198,091.71	\$205,855.42	\$213,928.16	\$222,322.75
<b>President, Santa Ana College</b>	\$176,577.33	\$183,465.55	\$190,624.13	\$198,091.71	\$205,855.42	\$213,928.16	\$222,322.75
<b>President, Santiago Canyon College</b>	\$176,577.33	\$183,465.55	\$190,624.13	\$198,091.71	\$205,855.42	\$213,928.16	\$222,322.75

**ADDITIONAL COMPENSATION**

**Tax Sheltered Annuity:**       \$563.79       per month

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
MANAGEMENT INTERIM ANNUAL SALARY SCHEDULE  
Effective July 1, 2018**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
R	\$51,397.60	\$53,972.65	\$56,663.55	\$59,496.08	\$62,444.51	\$65,586.04	\$68,856.31
Q	\$53,316.01	\$55,968.29	\$58,762.20	\$61,723.49	\$64,813.53	\$68,045.18	\$71,457.10
P	\$55,324.53	\$58,092.69	\$61,002.47	\$64,041.01	\$67,246.93	\$70,620.21	\$74,160.89
O	\$57,551.94	\$60,423.10	\$63,448.75	\$66,603.17	\$69,937.84	\$73,452.74	\$77,122.17
N	\$60,101.22	\$63,113.99	\$66,255.53	\$69,577.32	\$73,053.62	\$76,710.16	\$80,546.96
M	\$62,753.50	\$65,907.92	\$69,191.06	\$72,654.49	\$76,285.27	\$80,096.33	\$84,100.49
L	\$65,817.78	\$69,100.94	\$72,564.35	\$76,182.29	\$79,980.45	\$83,984.63	\$88,194.80
K	\$69,152.46	\$72,615.86	\$76,220.91	\$80,031.95	\$84,036.12	\$88,259.17	\$92,675.37
J	\$72,860.50	\$76,491.28	\$80,328.08	\$84,332.26	\$88,555.29	\$92,984.36	\$97,632.29
I	\$76,813.16	\$80,649.96	\$84,692.76	\$88,915.81	\$93,357.74	\$98,044.28	\$102,936.86
H	\$81,280.84	\$85,349.40	\$89,623.94	\$94,104.51	\$98,803.94	\$103,747.98	\$108,936.68
G	\$86,186.27	\$90,499.44	\$95,018.64	\$99,769.55	\$104,752.24	\$110,005.33	\$115,503.01
F	\$91,529.46	\$96,125.89	\$100,928.33	\$105,975.39	\$111,279.95	\$116,842.01	\$122,674.46
E	\$98,507.79	\$103,438.98	\$108,614.79	\$114,048.11	\$119,738.94	\$125,738.74	\$132,021.83
D	\$109,400.19	\$113,777.73	\$118,335.53	\$123,060.73	\$127,991.88	\$133,103.33	\$138,433.66
C	\$118,129.53	\$122,841.85	\$127,747.27	\$132,858.71	\$138,176.14	\$143,699.58	\$149,454.78
B	\$126,807.39	\$131,867.31	\$137,146.13	\$142,618.08	\$148,321.77	\$154,257.22	\$160,437.30
A	\$135,459.48	\$140,867.05	\$146,519.24	\$152,377.43	\$158,454.50	\$164,801.96	\$171,394.03

Based on 12  
Month/Year

Board Approved: June 11,2018

Title	Grade	Position	Designation	Title	Grade	Position	Designation
Accounting Manager - Accounts Payable	G	Classified	Supervisory	Director, Business & Career Technical Education	H	Classified	Supervisory
Assistant Dean, Admissions & Records	E	Academic	Administrative	Director, Child Development Services Quality Assurance	F	Academic	Supervisory
Assistant Dean, Financial Aid, Scholarship & Veterans	E	Academic	Administrative	Director, College Advancement	G	Classified	Supervisory
Assistant Dean, Disabled Students Programs & Services	E	Academic	Administrative	Director, College Research	F	Classified	Supervisory
Assistant Dean, Student Services	E	Academic	Administrative	Director, Continuing Education Support Services	H	Classified	Supervisory
Assistant Director, Athletics & Sports Information	I	Classified	Supervisory	Director, Criminal Justice Academies Instruction	H	Academic	Supervisory
Assistant Director, OC Small Business Development Center	L	Classified	Supervisory	Director, Digital Media Center	E	Classified	Supervisory
Assistant Director, Small Business Initiative	L	Classified	Supervisory	Director, District Research, Planning & Institutional Effectiveness	F	Classified	Supervisory
Assistant to the Executive Vice Chancellor	M	Classified	Confidential	Director, Employment Services, Equity & Diversity	F	Classified	Supervisory
Assistant to the President	M	Classified	Confidential	Director, Facility Planning, District Construction & Support Services	C	Classified	Administrative
Assistant to the Vice Chancellor	M	Classified	Confidential	Director, Fire Instruction	H	Academic	Supervisory
Assistant Vice Chancellor, Educational Services	A	Classified	Administrative	Director, Global Trade & Logistics Initiative	F	Classified	Supervisory
Assistant Vice Chancellor, Facility Planning, District Construction & Support Services	A	Classified	Administrative	Director, Information Communications Technology/Digital Media Initiative	F	Classified	Supervisory
Assistant Vice Chancellor, Fiscal Services	A	Classified	Administrative	Director, Information Systems	D	Classified	Supervisory
Assistant Vice Chancellor, Human Resources	A	Classified	Administrative	Director, Los Angeles/Orange County Regional Consortia (LAOOCR) LA Director	C	Classified	Supervisory
Assistant Vice Chancellor, Information Technologies Services	A	Classified	Administrative	Director, Los Angeles/Orange County Regional Consortia (LAOOCR) OC Director	C	Classified	Supervisory
Assistant Vice Chancellor, Economic & Workforce Development	A	Classified	Administrative	Director, Network & Communications	D	Classified	Supervisory
Associate Dean, Business & Career Technical Education	D	Academic	Administrative	Director, OC Center of Excellence	F	Classified	Supervisory
Associate Dean, Counseling	D	Academic	Administrative	Director, Physical Plant and Facilities	F	Classified	Supervisory
Associate Dean, Criminal Justice Academies	D	Academic	Administrative	Director, Public Affairs & Publications	E	Classified	Supervisory
Associate Dean, Disabled Student Programs & Services	D	Academic	Administrative	Director, Purchasing Services	F	Classified	Supervisory
Associate Dean, EOPS	D	Academic	Administrative	Director, Retail, Hospitality & Tourism Initiative	F	Classified	Supervisory
Associate Dean, Financial Aid	D	Academic	Administrative	Director, Small Business Development Center	F	Classified	Supervisory
Associate Dean, Fire Technology	D	Academic	Administrative	Director, Small Business Initiative	F	Classified	Supervisory
Associate Dean, Health Science & Nursing	D	Academic	Administrative	Director, Special Programs	H	Classified	Supervisory
Associate Dean, Instructional & Student Services	D	Academic	Administrative	Director, Workforce Education	C	Academic	Administrative
Associate Dean, Student Development	D	Academic	Administrative	Director, Workplace Safety & Risk Management	F	Classified	Supervisory
Associate Director I, Child Development Center	Q	Academic	Supervisory	District Administrator Institutional Equity, Compliance and Title IX	A	Classified	Administrative
Associate Director II, Child Development Center	O	Academic	Supervisory	District Support Services Supervisor	I	Classified	Supervisory
Associate Registrar	K	Classified	Confidential	Enrollment Reporting Manager	G	Classified	Supervisory
Benefits Analyst	L	Classified	Supervisory	Executive Assistant to the Board of Trustees	K	Classified	Confidential
Bookstore Manager	J	Classified	Confidential	Executive Assistant to the Chancellor	J	Classified	Confidential
Budget Analyst	K	Classified	Supervisory	Executive Director, Adult Education Block Grant	C	Academic	Administrative
Campus Budget Manager	F	Classified	Supervisory	Executive Director, Child Development Services	C	Academic	Administrative
Chief District Safety & Security	D	Classified	Supervisory	Executive Director, College Advancement	C	Classified	Supervisory
Custodial Supervisor	O	Classified	Administrative	Executive Director, Digital Media Center	C	Classified	Supervisory
Dean, Arts, Humanities & Social Sciences	B	Academic	Administrative	Executive Director, Institute for Workforce Development	E	Classified	Supervisory
Dean, Business	B	Academic	Administrative	Executive Director, Resource Development	E	Classified	Supervisory
Dean, Business & Career Technical Education	B	Academic	Administrative	Facilities Manager	I	Classified	Supervisory
Dean, Counseling	B	Academic	Administrative	Facilities Project Manager	E	Classified	Supervisory
Dean, Counseling & Student Support Services	B	Academic	Administrative	Graphic Communications Manager	H	Classified	Supervisory
Dean, Enrollment & Support Services	B	Academic	Administrative	Human Resources Analyst	L	Classified	Confidential
Dean, Kinesiology, Health & Athletics	B	Academic	Administrative	Internal Audit Manager	G	Classified	Supervisory
Dean, Fine & Performing Arts	B	Academic	Administrative	Inventory, Delivery & Storage Supervisor	L	Classified	Supervisory
Dean, Human Services & Technology	B	Academic	Administrative	Lieutenant District Safety & Security	H	Classified	Supervisory
Dean, Humanities & Social Sciences	B	Academic	Administrative	Maintenance Supervisor	O	Classified	Supervisory
Dean, Institutional Effectiveness, Library & Learning Support Services	B	Academic	Administrative	Manager, Budget, Forecasting & Analysis	G	Classified	Supervisory
Dean, Instruction & Student Services	B	Academic	Administrative	Manager, Fiscal Services	E	Classified	Supervisory
Dean, Mathematics & Sciences	B	Academic	Administrative	Payroll Manager	G	Classified	Supervisory
Dean, Science, Mathematics & Health Science	B	Academic	Administrative	Project Manager	E	Classified	Supervisory
Dean, Student Affairs	B	Academic	Administrative	Risk Manager	H	Classified	Supervisory
Director I, Child Development Center	L	Academic	Supervisory	Public Information Officer	I	Classified	Supervisory
Director II, Child Development Center	J	Academic	Supervisory	Publications and Electronic Media Manager	H	Classified	Supervisory
Director of Grants	F	Classified	Supervisory	Registrar	G	Classified	Supervisory
Director, Academic Support	D	Classified	Supervisory	Sergeant District Safety & Security	K	Classified	Supervisory
Director, ACT/Corporate Training	F	Classified	Supervisory	Vice President, Academic Affairs	A	Academic	Administrative
Director, Athletics	F	Academic	Administrative	Vice President, Administrative Services	A	Classified	Administrative
Director, Auxiliary Services	F	Classified	Supervisory	Vice President, Continuing Education	A	Academic	Administrative
				Vice President, Student Services	A	Academic	Administrative
Position List Revised: April 23, 2018							

**18/19 ADMINISTRATOR/ACADEMIC SUPERVISOR STEP INCREASES***Effective July 1, 2018*

NAME	TITLE	ASSIGNMENT	LOC	GRADE/ STEP	SALARY
Arteaga, Elizabeth	Assoc Dean	Business & Career Technical Education	SCC	D-2	\$113,777.73
Avedesian, Kathryn	Asst Dean	DSPS	SCC	E-6	\$125,738.74
Cowan, Jerelyn	Director II	SAC Child Development Center	DO	J-4	\$84,332.26
Dominguez, Gary	Director	Fire Instruction	SAC	H-7	\$108,936.68
Hernandez, John	President	Santiago Canyon College	SCC	Pres-7	\$222,322.75
Kikawa, Eve	Dean	Fine & Performing Arts	SAC	B-6	\$154,257.22
Kosko, Christine	Dean	Instructional & Student Svcs	SAC	B-6	\$154,257.22
Kruizenga, Alicia	Dean	Student Affairs	SAC	B-4	\$142,618.08
Lawson, Cassell	Dean	Business & Career Technical Education	SCC	B-4	\$142,618.08
Liang, Mark	Dean	Enrollment & Sup Svcs	SAC	B-6	\$154,257.22
Linnell, Janneth	Executive Director	Child Development Svcs	DO	C-5	\$138,176.14
Mahany, Donald	Assoc Dean	Fire Technology	SAC	D-7	\$138,433.66
Manning, R. Douglas	Dean	Kinesiology, Health & Athletics	SAC	B-2	\$131,867.31
Nguyen, Tuyen	Asst Dean	Admissions & Records	SCC	E-5	\$119,738.94
Perez, Enrique	Vice Chancellor	Educational Svcs	DO	VC-7	\$222,322.75
Pham, My Le	Director	Child Development Svcs Quality Assurance	DO	F-2	\$96,125.89
Pruznick, Jennifer	Assoc Director II	Early Head Start	DO	O-6	\$73,452.74
Tran, Sheena	Asst Dean	Financial Aid, Scholarships & Veterans	SCC	E-7	\$132,021.83
Voelcker, Aaron	Dean	Institutional Effectiveness, Library & Learning Sup Svcs	SCC	B-5	\$148,321.77
Winter, Alistair	Asst Vice Chancellor	Human Resources	DO	A-3	\$146,519.24

<b>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</b>							
<b>MANAGEMENT/SUPERVISORY/CONFIDENTIAL - STEP INCREASES</b>							
<b>EFFECTIVE JULY 1, 2018</b>							
Note: A Management/Supervisory/Confidential employee must be employed or receive a promotion before January 1st of a fiscal year to receive a step increment on July 1st of the next fiscal year. (Reference, Section 7131 of the Board Policy)							
	<b>Colleague_ID</b>	<b>NAME</b>	<b>Grade</b>	<b>STEP</b>	<b>CURRENT RATE</b>	<b>NEW STEP</b>	<b>NEW RATE</b>
	1031041	ABEJAR, ESMERALDA	F	4	\$105,975.39	5	\$111,279.95
	2340247	ALMARAZ, ERIKA	E	4	\$114,048.11	5	\$119,738.94
	1058398	ALONZO, JOSEPH	H	3	\$89,623.94	4	\$94,104.51
	1067752	BAKER, SCOTT	H	5	\$98,803.94	6	\$103,747.98
	2211121	BHANDARI, ARCHANA	D	5	\$127,991.88	6	\$133,103.33
	1060581	CHAMORRO, GUSTAVO	C	6	\$143,699.58	7	\$149,454.78
	2346958	CHAVEZ, LORENA	H	1	\$81,280.84	2	\$85,349.40
	2102865	COBURN, ALLISON	E	4	\$114,048.11	5	\$119,738.94
	1067414	COVARUBIAS, DEISY	H	6	\$103,474.98	7	\$108,936.68
	1026270	DAVIS, STUART	D	4	\$123,060.73	5	\$127,991.88
	2258066	ESTRADA, BRENDA	H	2	\$85,349.40	3	\$89,623.94
	1029353	GARCIA, ELVIA	M	4	\$72,654.49	5	\$76,285.27
	1025939	HOPKINS, DEAN A.	H	5	\$98,803.94	6	\$103,747.98
	1088579	HUOTARI, MONTE	K	6	\$88,259.17	7	\$92,675.37
	2231260	LOVE, JANICE	F	2	\$96,125.89	3	\$100,928.33
	1028082	MATHEWS, KIMBERLY	H	5	\$98,803.94	6	\$103,747.98
	1030065	NGUYEN, PHUONG T.	G	6	\$110,005.33	7	\$115,503.01
	1025858	NGUYEN, THAO T	G	4	\$99,769.55	5	\$104,752.24
	1026531	ODEGARD, ESTHER	M	3	\$69,191.06	4	\$72,654.49
	1145085	PACHECO, MANUEL	H	6	\$103,747.98	7	\$108,936.68
	2336099	RANDOLPH, SHELLY	G	3	\$95,018.64	4	\$99,769.55
	1028514	ROMERO, CHRISTINA R.	C	5	\$138,176.14	6	\$143,699.58
	2231246	STEFFENS, JOHN	E	2	\$103,438.98	3	\$108,614.79
	1030672	TORRES, JETZAMINA	H	2	\$85,349.40	3	\$89,623.94
	2297544	UTSUKI, MELISSA	I	1	\$76,813.16	2	\$80,649.96
		Board Approved: June 11, 2018					

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
June 2018

## **DIRECTOR, STUDENT INFORMATION SUPPORT**

### **CLASS SUMMARY**

Under general direction – manages and coordinates software implementations, data research inquiries and enrollment initiatives. The director assesses the impact of technology support services for academic programs, classrooms, distance learning, and instructional labs including implementation of instructional and student services technology and training staff; manages the planning, analysis, design, conversion, testing, implementation, and operation of instructional and student services technology applications and systems; and performs related duties and responsibilities as required.

### **REPRESENTATIVE DUTIES**

#### **Enrollment**

The position assists college administration in assessing and evaluating an array of enrollment trends, FTES projections, campus-wide student retention initiatives, data extraction, mining, and comparison reporting, class scheduling and auditing, staff scheduling and apportionment training. Supports the technology needs specific to strategic enrollment management. Supports timely and accurate submission of data to the District for the state's Management Information Systems (MIS) report system.

#### **Reporting**

This position provides immediate data retrieval, ad hoc querying support, and analysis that is critical for apportionment funding, International and Athletics students compliance monitoring, Financial Aid Gainful Employment data disclosures, grant reporting, Board of Trustee inquiries, and accreditation documentation. Database experience is a must, to include database design and development.

#### **System/Software Implementation**

Software system administration, software testing, software training, gap analysis, process engineering, system documentation, and project management.

### **ORGANIZATIONAL RELATIONSHIPS**

This position reports to the designated administrator.

### **DESIRABLE QUALIFICATION GUIDE**

#### **Training and Experience**

Bachelor's degree or equivalent, in Information Technology, Computer Science, Business administration or equivalent and 5 years' experience of progressively responsible experience in software implementation, data research and assessment of technology support services. At least 3 years' experience in a supervisory capacity.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
June 2018

**DIRECTOR, STUDENT INFORMATION SUPPORT cont'd**

**Knowledge and Abilities**

Knowledge of: instructional technology planning, analysis, design, conversion, testing, implementation, and operation.

Ability to: plan, organize, and execute projects; manage technical staff; identify, analyze and recommend instructional technology; communicate effectively and establish cooperative working relationships with faculty, administration, students and vendors; manage the diagnosis of, and direct corrective action to resolve operational problems; analyze and recommend process improvements; prepare clear and concise project documentation; communicate clearly and concisely both verbally and in writing.

Physical Requirements: ability to use a computer workstation throughout the workday.

Board Approval Date: June 11, 2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
Revised June 2018

## **DIRECTOR OF PURCHASING SERVICES**

### **CLASS SUMMARY**

Under general direction and supervision of the Vice Chancellor of Business Operations/Fiscal Services, this position is responsible for the leadership and administration of all aspects of purchasing services, including but not limited to purchasing/procurement operations and procedures, warehousing operations, asset inventory control, contracts management and internal mail service. This is a classified management position.

### **REPRESENTATIVE DUTIES**

Supervises and manages the purchasing and warehouse operations.

#### **PURCHASING**

Administers and manages the purchasing operations and insures timely, cost effective and accurate supply of materials and services; develop and implements purchasing procurement procedures in conformance with applicable laws, regulations and policies; formulate, review and approve service contracts, purchase orders and warranties; work with legal counsel; maintains contact and negotiates with vendors; evaluates vendor performance; keeps up to date on market conditions and new products; prepares specifications associated with both informal and formal bidding for construction and facilities projects; prepares Request for Qualifications (RFQ), Request for Proposals (RFP); solicits and analyzes bids; completes bid distribution and opening; develops reports for bid awards and recommends approval to executive management and Board of Trustees; confers with division/department representatives to determine purchasing needs, specifications and areas of standardization of equipment, supplies and suppliers; coordinate services with outside agencies; interprets and ensures compliance with Federal and State codes and regulations (including 508 and 504 compliance), and District policies and administrative regulations; insures all vendors have equal opportunity to provide contracts, services, equipment and supplies through competitive process; supervises and evaluates purchasing department staff and warehouse supervisor.

#### **WAREHOUSING**

Administers central warehousing operations including shipping, receiving, asset inventory control and mail services.



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
Revised June 2018

**DIRECTOR OF PURCHASING SERVICES (continued)**

**INVENTORY CONTROL**

Administers disposal of obsolete surplus or scrap material in accordance with Board Policy and applicable laws and regulations; maintains a system of asset inventory including supplies, equipment and vehicles; plans, directs and coordinates year-end fixed assets physical inventory; prepares reports.

**ORGANIZATIONAL RELATIONSHIPS**

This class reports to the designated administrator.

**DESIRABLE QUALIFICATION GUIDE**

**Training and Experience**

Bachelor's degree in business, economics, management or public administration or a related field; and three years of direct experience in business services and operations for a public agency; or a high school diploma or GED with a minimum of 7 years direct experience in purchasing services and business operations for a public agency; at least 3 years of supervisory responsibility.

**Knowledge and Abilities**

Knowledge of: Administrative principles and practices: goal setting, program development, implementation and evaluation and project management; public agency finance: including centralized purchasing, warehousing and inventory functions; budget development; supervision: work planning, assignment, review and evaluation, training staff in procedures; Public Contract Code, Government Code and Education Code, applicable Federal, State and local laws relevant to position; contract development, administrative and analysis; record keeping.

Skills and Abilities to: Provide effective and efficient services with emphasis on customer service; plan, direct and manager a comprehensive purchasing program; manage and monitor complex projects on time and within budget; prepare reports, correspondence, policies, procedures and other written materials; attend meetings with governmental agencies, regulatory organizations, community groups and various business; establish and maintain a variety of filing, record-keeping and tracking systems; organize and prioritize projects and tasks to meet critical deadlines; work with discretion and confidentiality; establish and maintain positive and effective working relationships.

Board Approval Date: June 11, 2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2018/2019 CEFA INTERIM HOURLY SALARY SCHEDULE**  
 EFFECTIVE JULY 1, 2018 (Fall Semester)

ATTACHMENT #8

<b>INSTRUCTION</b>	Column I LESS THAN MASTER'S	Column II MASTER'S	Column III MASTER'S + 30
<b>STEP</b>			
1			
2			
3	\$48.69	\$49.91	\$51.16
4	\$49.91	\$51.16	\$52.44
5	\$51.16	\$52.44	\$53.75
6	\$52.44	\$53.75	\$55.10

Non-credit counselor's salary paid by the district during 2008-2009 shall continue at that same rate until the schedule below increases to the 2008-2009 rate of pay. If any of the non-credit counselors leave the unit and return at a later date, their rate of pay will continue at what is was as of 2008-2009, or the schedule below, whichever is greater.

<b>COUNSELING</b>	Column I LESS THAN MASTER'S	Column II MASTER'S	Column III MASTER'S + 30
<b>STEP</b>			
1			
2			
3	\$41.38	\$42.42	\$43.48
4	\$42.42	\$43.48	\$44.57
5	\$43.48	\$44.57	\$45.69
6	\$44.57	\$45.69	\$46.83

<b>NON-INSTRUCTION</b>	Column I LESS THAN MASTER'S	Column II MASTER'S	Column III MASTER'S + 30
<b>STEP</b>			
1			
2			
3	\$24.35	\$24.96	\$25.58
4	\$24.96	\$25.58	\$26.23
5	\$25.58	\$26.23	\$26.88
6	\$26.23	\$26.88	\$27.55

<b>COORDINATION OR CURRICULUM DEVELOPMENT</b>	Column I LESS THAN MASTER'S	Column II MASTER'S OR GREATER
<b>STEP</b>		
1	\$39.60	\$40.59

Placement on Salary Schedules

New unit members shall be placed on Step 3 of the appropriate class. Advancement to the next step shall occur upon

Rancho Santiago Community College District  
**2017/2018 CSEA 888 PERMANENT ANNUAL SALARY SCHEDULE**  
**CHILD DEVELOPMENT CENTER TEACHERS**  
 Effective July 1, 2017

**TEACHER**

STEP	ASSOCIATE TEACHER	PERMIT	AA	BA
1	\$24,355.28	\$31,847.80	\$33,442.14	\$35,114.19
2	\$25,119.08	\$32,676.15	\$34,268.34	\$35,940.38
3	\$25,882.90	\$33,504.52	\$35,097.78	\$36,769.84
4	\$26,644.50	\$34,333.98	\$35,925.05	\$37,597.11
5	\$27,409.42	\$35,160.15	\$36,752.33	\$38,425.47
6	\$28,173.22	\$35,989.61	\$37,581.78	\$39,253.83
7	\$28,934.81	\$36,817.97	\$38,409.06	\$40,082.20
8	\$29,699.72	\$37,645.25	\$39,238.51	\$40,910.57
9	\$30,461.33	\$38,473.62	\$40,064.70	\$41,737.85
10	\$31,225.14	\$39,300.90	\$40,893.06	\$42,566.42
11	\$21,986.75	\$40,130.36	\$41,723.62	\$43,394.57
12	\$32,751.65	\$40,957.63	\$42,550.89	\$44,220.75

**MASTER  
TEACHER**

STEP	AA	BA	MA
1	\$38,697.94	\$40,632.62	\$42,665.78
2	\$39,562.42	\$41,497.11	\$43,526.97
3	\$40,425.79	\$42,361.59	\$44,391.45
4	\$41,289.19	\$43,224.97	\$45,255.98
5	\$42,154.75	\$44,089.44	\$46,121.50
6	\$43,019.23	\$44,953.91	\$46,984.88
7	\$43,882.62	\$45,817.29	\$47,849.37
8	\$44,746.00	\$46,679.59	\$48,713.84
9	\$45,610.48	\$47,546.26	\$49,577.23
10	\$46,473.87	\$48,410.75	\$50,441.70
11	\$47,340.54	\$49,274.12	\$51,306.18
12	\$48,206.11	\$50,138.59	\$52,168.48

The annual rate will be paid in 12 equal monthly payments. A \$300/month stipend will be paid to the employee who serves in the capacity of Assistant Director. A \$500/month stipend will be paid to the employee who serves in the capacity of Site Supervisor.

Rancho Santiago Community College District  
**2017/2018 CSEA 888 PERMANENT HOURLY SALARY SCHEDULE**  
**CHILD DEVELOPMENT CENTER TEACHERS**  
 Effective July 1, 2017

**TEACHER**

STEP	ASSOCIATE TEACHER	PERMIT	AA	BA
1	\$14.71	\$19.24	\$20.20	\$21.21
2	\$15.17	\$19.73	\$20.69	\$21.70
3	\$15.63	\$20.23	\$21.20	\$22.20
4	\$16.09	\$20.74	\$21.70	\$22.71
5	\$16.56	\$21.23	\$22.19	\$23.21
6	\$17.02	\$21.73	\$22.70	\$23.70
7	\$17.48	\$22.24	\$23.20	\$24.21
8	\$17.94	\$22.73	\$23.69	\$24.71
9	\$18.39	\$23.23	\$24.19	\$25.20
10	\$18.85	\$23.73	\$24.70	\$25.70
11	\$19.31	\$24.24	\$25.20	\$26.21
12	\$19.77	\$24.73	\$25.69	\$26.70

**MASTER TEACHER**

STEP	AA	BA	MA
1	\$23.37	\$24.53	\$25.77
2	\$23.89	\$25.06	\$26.28
3	\$24.41	\$25.58	\$26.81
4	\$24.94	\$26.10	\$27.32
5	\$25.45	\$26.62	\$27.85
6	\$25.98	\$27.15	\$28.37
7	\$26.50	\$27.66	\$28.90
8	\$27.02	\$28.19	\$29.41
9	\$27.54	\$28.71	\$29.94
10	\$28.07	\$29.24	\$30.46
11	\$28.58	\$29.75	\$30.98
12	\$29.11	\$30.28	\$31.50

Rancho Santiago Community College District  
**2018/2019 CSEA 888 PERMANENT ANNUAL SALARY SCHEDULE**  
**CHILD DEVELOPMENT CENTER TEACHERS**  
 Effective July 1, 2018

**TEACHER**

STEP	ASSOCIATE			
	TEACHER	PERMIT	AA	BA
1	\$26,055.28	\$33,547.80	\$35,142.14	\$36,814.19
2	\$26,819.08	\$34,376.15	\$35,968.34	\$37,640.38
3	\$27,582.90	\$35,204.52	\$36,797.78	\$38,469.84
4	\$28,344.50	\$36,033.98	\$37,625.05	\$39,297.11
5	\$29,109.42	\$36,860.15	\$38,452.33	\$40,125.47
6	\$29,873.22	\$37,689.61	\$39,281.78	\$40,953.83
7	\$30,634.81	\$38,517.97	\$40,109.06	\$41,782.20
8	\$31,399.72	\$39,345.25	\$40,938.51	\$42,610.57
9	\$32,161.33	\$40,173.62	\$41,764.70	\$43,437.85
10	\$32,925.14	\$41,000.90	\$42,593.06	\$44,266.22
11	\$33,686.75	\$41,830.36	\$42,423.62	\$45,094.57
12	\$34,451.65	\$42,657.63	\$44,250.89	\$45,920.75

**MASTER TEACHER**

STEP	AA	BA	MA
	1	\$40,397.94	\$42,332.62
2	\$41,262.42	\$43,197.11	\$45,226.97
3	\$42,125.79	\$44,061.59	\$46,091.45
4	\$42,989.19	\$44,924.97	\$46,955.93
5	\$43,854.75	\$45,789.44	\$47,821.50
6	\$44,719.23	\$46,653.91	\$48,684.88
7	\$45,582.62	\$47,517.29	\$49,549.37
8	\$46,446.00	\$48,379.59	\$50,413.84
9	\$47,310.48	\$49,246.26	\$51,277.23
10	\$48,173.87	\$50,110.75	\$52,141.70
11	\$49,040.54	\$50,974.12	\$53,006.18
12	\$49,906.11	\$51,838.59	\$53,868.48

The annual rate will be paid in 12 equal monthly payments. A \$300/month stipend will be paid to the employee who serves in the capacity of Assistant Director. A \$500/month stipend will be paid to the employee who serves in the capacity of Site Supervisor.

Rancho Santiago Community College District  
**2018/2019 CSEA 888 PERMANENT HOURLY SALARY SCHEDULE**  
**CHILD DEVELOPMENT CENTER TEACHERS**  
 Effective July 1, 2018

**TEACHER**

STEP	ASSOCIATE TEACHER	PERMIT	AA	BA
1	\$14.71	\$19.24	\$20.20	\$21.21
2	\$15.17	\$19.73	\$20.69	\$21.70
3	\$15.63	\$20.23	\$21.20	\$22.20
4	\$16.09	\$20.74	\$21.70	\$22.71
5	\$16.56	\$21.23	\$22.19	\$23.21
6	\$17.02	\$21.73	\$22.70	\$23.70
7	\$17.48	\$22.24	\$23.20	\$24.21
8	\$17.94	\$22.73	\$23.69	\$24.71
9	\$18.39	\$23.23	\$24.19	\$25.20
10	\$18.85	\$23.73	\$24.70	\$25.70
11	\$19.31	\$24.24	\$25.20	\$26.21
12	\$19.77	\$24.73	\$25.69	\$26.70

**MASTER TEACHER**

STEP	AA	BA	MA
1	\$23.37	\$24.53	\$25.77
2	\$23.89	\$25.06	\$26.28
3	\$24.41	\$25.58	\$26.81
4	\$24.94	\$26.10	\$27.32
5	\$25.45	\$26.62	\$27.85
6	\$25.98	\$27.15	\$28.37
7	\$26.50	\$27.66	\$28.90
8	\$27.02	\$28.19	\$29.41
9	\$27.54	\$28.71	\$29.94
10	\$28.07	\$29.24	\$30.46
11	\$28.58	\$29.75	\$30.98
12	\$29.11	\$30.28	\$31.50

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**2018/2019 FARSCCD INTERIM ANNUAL 175 DAY SALARY SCHEDULE**  
 Effective Fall 2018

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$55,433.76	\$59,559.05	\$62,291.19	\$65,022.26	\$67,753.33	\$70,484.41	\$73,332.29
4	\$57,990.70	\$62,115.98	\$64,850.24	\$67,577.07	\$70,310.26	\$73,029.65	\$75,880.72
5	\$60,538.07	\$64,670.78	\$67,399.74	\$70,134.00	\$72,851.26	\$75,586.58	\$78,436.58
6	\$63,091.83	\$67,223.46	\$69,953.48	\$72,680.30	\$75,410.32	\$78,142.45	\$80,989.28
7	\$65,642.38	\$69,777.21	\$72,511.48	\$75,247.86	\$77,968.32	\$80,701.51	\$83,541.97
8	\$68,199.32	\$72,326.71	\$75,060.97	\$77,786.74	\$80,519.93	\$83,253.13	\$86,094.64
9	\$70,754.12	\$74,884.70	\$77,622.14	\$80,341.55	\$83,076.87	\$85,801.56	\$88,646.24
10	\$73,307.87	\$77,441.64	\$80,171.65	\$82,894.22	\$85,626.35	\$88,355.31	\$91,201.06
11	\$75,861.61	\$79,994.32	\$82,717.95	\$85,453.27	\$88,182.23	\$90,910.11	\$93,756.93
12	\$78,416.42	\$82,549.12	\$85,275.95	\$88,003.85	\$90,729.60	\$93,462.80	\$96,308.55
13		\$85,100.75	\$87,827.56	\$90,560.77	\$93,289.72	\$96,018.67	\$98,862.30
14		\$87,654.49	\$90,382.38	\$93,114.52	\$95,844.53	\$98,575.59	\$101,417.11
15		\$90,208.24	\$92,937.19	\$95,670.38	\$98,396.15	\$101,127.22	\$103,969.78
16				\$98,225.19	\$100,946.70	\$103,679.90	\$106,523.54
A						\$107,505.75	\$110,352.55
B						\$111,341.13	\$114,181.58
C						\$115,173.34	\$118,012.19

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

- CLASS I**
- a) Bachelor's degree
  - b) CTE placement - appropriate minimum qualifications
- CLASS II**
- a) Master's degree
  - b) Bachelor's degree plus 45 approved semester units earned after award of the degree
  - c) CTE placement - appropriate minimum qualifications plus one of the following:
    - 1. Associate degree or 65 approved semester units plus six years approved work experience credit
    - 2. Bachelor's degree plus three years approved work experience credit
- CLASS III**
- a) Master's degree plus 15 approved semester units earned after award of the degree
  - b) Bachelor's degree plus 49 approved semester units including a master's degree
  - c) CTE placement - appropriate minimum qualifications plus one of the following:
    - 1. Associate degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit
    - 2. Bachelor's degree plus six years approved work experience credit
    - 3. Completion of 15 approved semester units after initial placement on Class II

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2018/2019 FARSCCD INTERIM ANNUAL 175 DAY SALARY SCHEDULE**  
Effective Fall 2018

- CLASS IV* a) Master's degree plus 30 approved semester units earned after award of the degree  
b) Bachelor's degree plus 64 approved semester units including a master's degree  
c) CTE placement - appropriate minimum qualifications plus one of the following:  
    1. Bachelor's degree plus nine years approved work experience credit  
    2. Completion of 15 approved semester units after initial placement on Class III
- CLASS V* a) Master's degree plus 45 approved semester units earned after award of the degree  
b) Bachelor's degree plus 79 approved semester units including a master's degree  
c) CTE placement - appropriate minimum qualifications plus one of the following:  
    1. Bachelor's degree plus 45 approved semester units plus nine years approved work experience credit  
    2. Master's degree plus nine years approved work experience credit  
    3. Completion of 15 approved semester units after initial placement on Class IV
- CLASS VI* a) Master's degree plus 60 approved semester units earned after award of the degree  
b) Bachelor's degree plus 94 approved semester units including a master's degree  
c) CTE placement - appropriate minimum qualifications plus one of the following:  
    1. Master's degree plus 15 approved semester units plus nine years  
    2. Completion of 15 approved semester units or nine years approved work experience credit after placement on Class V
- CLASS VII* a) Doctorate degree



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**2018/2019 FARSCCD INTERIM ANNUAL 192 DAY SALARY SCHEDULE**  
 Effective July 31, 2018

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$60,819.45	\$65,345.06	\$68,342.66	\$71,339.20	\$74,335.74	\$77,332.25	\$80,456.22
4	\$63,624.87	\$68,150.47	\$71,150.18	\$74,142.48	\$77,141.13	\$80,124.94	\$83,252.08
5	\$66,419.65	\$70,953.74	\$73,948.15	\$76,947.87	\$79,928.48	\$82,930.33	\$86,056.41
6	\$69,220.80	\$73,753.84	\$76,749.32	\$79,741.60	\$82,736.00	\$85,733.60	\$88,857.57
7	\$72,019.84	\$76,556.05	\$79,555.78	\$82,558.67	\$85,542.48	\$88,541.13	\$91,657.65
8	\$74,825.25	\$79,352.96	\$82,352.68	\$85,343.91	\$88,342.56	\$91,341.22	\$94,458.82
9	\$77,627.45	\$82,159.42	\$85,163.39	\$88,147.20	\$91,147.97	\$94,137.07	\$97,257.84
10	\$80,429.67	\$84,964.82	\$87,960.30	\$90,947.28	\$93,944.88	\$96,939.29	\$100,061.11
11	\$83,231.89	\$87,765.98	\$90,754.02	\$93,754.80	\$96,749.20	\$99,741.51	\$102,865.46
12	\$86,034.11	\$90,568.20	\$93,560.49	\$96,553.85	\$99,543.99	\$102,542.65	\$105,664.51
13		\$93,368.29	\$96,359.52	\$99,358.19	\$102,352.60	\$105,347.01	\$108,466.72
14		\$96,170.50	\$99,162.80	\$102,160.40	\$105,155.86	\$108,152.40	\$111,269.99
15		\$98,971.67	\$101,966.06	\$104,964.74	\$107,954.89	\$110,951.43	\$114,070.08
16				\$107,768.01	\$110,753.93	\$113,752.58	\$116,872.29
A						\$117,949.55	\$121,072.44
B						\$122,157.66	\$125,274.18
C						\$126,362.57	\$129,475.91

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

- CLASS I**
- a) Bachelor's degree
  - b) CTE placement - appropriate minimum qualifications
- CLASS II**
- a) Master's degree
  - b) Bachelor's degree plus 45 approved semester units earned after award of the degree
  - c) CTE placement - appropriate minimum qualifications plus one of the following:
    - 1. Associate degree or 65 approved semester units plus six years approved work experience credit
    - 2. Bachelor's degree plus three years approved work experience credit
- CLASS III**
- a) Master's degree plus 15 approved semester units earned after award of the degree
  - b) Bachelor's degree plus 49 approved semester units including a master's degree
  - c) CTE placement - appropriate minimum qualifications plus one of the following:
    - 1. Associate degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit
    - 2. Bachelor's degree plus six years approved work experience credit
    - 3. Completion of 15 approved semester units after initial placement on Class II

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2018/2019 FARSCCD INTERIM ANNUAL 192 DAY SALARY SCHEDULE**  
Effective July 31, 2018

- CLASS IV* a) Master's degree plus 30 approved semester units earned after award of the degree  
b) Bachelor's degree plus 64 approved semester units including a master's degree  
c) CTE placement - appropriate minimum qualifications plus one of the following:  
    1. Bachelor's degree plus nine years approved work experience credit  
    2. Completion of 15 approved semester units after initial placement on Class III
- CLASS V* a) Master's degree plus 45 approved semester units earned after award of the degree  
b) Bachelor's degree plus 79 approved semester units including a master's degree  
c) CTE placement - appropriate minimum qualifications plus one of the following:  
    1. Bachelor's degree plus 45 approved semester units plus nine years approved work experience credit  
    2. Master's degree plus nine years approved work experience credit  
    3. Completion of 15 approved semester units after initial placement on Class IV
- CLASS VI* a) Master's degree plus 60 approved semester units earned after award of the degree  
b) Bachelor's degree plus 94 approved semester units including a master's degree  
c) CTE placement - appropriate minimum qualifications plus one of the following:  
    1. Master's degree plus 15 approved semester units plus nine years  
    2. Completion of 15 approved semester units or nine years approved work experience credit after placement on Class V
- CLASS VII* a) Doctorate degree

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**2018/2019 FARSCCD INTERIM ANNUAL 225 DAY SALARY SCHEDULE**  
 Effective July 1, 2017

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$71,272.30	\$76,576.22	\$80,088.83	\$83,600.36	\$87,111.88	\$90,623.42	\$94,284.67
4	\$74,559.77	\$79,863.72	\$83,379.48	\$86,885.71	\$90,399.36	\$93,896.04	\$97,561.55
5	\$77,835.58	\$83,149.07	\$86,657.41	\$90,173.19	\$93,666.66	\$97,183.51	\$100,847.95
6	\$81,118.82	\$86,430.18	\$89,940.65	\$93,446.88	\$96,956.28	\$100,468.86	\$104,129.06
7	\$84,397.81	\$89,714.48	\$93,229.19	\$96,748.16	\$100,245.88	\$103,759.53	\$107,411.23
8	\$87,685.27	\$92,992.40	\$96,507.12	\$100,012.27	\$103,525.92	\$107,040.65	\$110,693.40
9	\$90,969.58	\$96,280.94	\$99,799.90	\$103,296.58	\$106,813.41	\$110,316.45	\$113,974.52
10	\$94,253.87	\$99,568.44	\$103,077.82	\$106,578.74	\$110,091.34	\$113,599.69	\$117,258.82
11	\$97,537.10	\$102,850.60	\$106,352.58	\$109,869.41	\$113,377.77	\$116,885.05	\$120,545.23
12	\$100,821.41	\$106,134.88	\$109,641.12	\$113,148.39	\$116,652.51	\$120,167.20	\$123,825.27
13		\$109,416.00	\$112,921.17	\$116,435.87	\$119,944.23	\$123,452.58	\$127,109.58
14		\$112,699.23	\$116,206.53	\$119,719.11	\$123,229.59	\$126,740.05	\$130,393.87
15		\$115,982.47	\$119,490.82	\$123,005.53	\$126,509.63	\$130,021.17	\$133,676.04
16				\$126,289.83	\$129,788.62	\$133,303.33	\$136,959.28
A						\$138,221.81	\$141,882.53
B						\$143,153.04	\$146,805.79
C						\$148,081.07	\$151,730.65

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

- CLASS I**    a) Bachelor's degree  
 b) CTE placement - appropriate minimum qualifications
- CLASS II**    a) Master's degree  
 b) Bachelor's degree plus 45 approved semester units earned after award of the degree  
 c) CTE placement - appropriate minimum qualifications plus one of the following:  
     1. Associate degree or 65 approved semester units plus six years approved work experience credit  
     2. Bachelor's degree plus three years approved work experience credit
- CLASS III**    a) Master's degree plus 15 approved semester units earned after award of the degree  
 b) Bachelor's degree plus 49 approved semester units including a master's degree  
 c) CTE placement - appropriate minimum qualifications plus one of the following:  
     1. Associate degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit  
     2. Bachelor's degree plus six years approved work experience credit  
     3. Completion of 15 approved semester units after initial placement on Class II

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2018/2019 FARSCCD INTERIM ANNUAL 225 DAY SALARY SCHEDULE**  
Effective July 1, 2017

- CLASS IV* a) Master's degree plus 30 approved semester units earned after award of the degree  
b) Bachelor's degree plus 64 approved semester units including a master's degree  
c) CTE placement - appropriate minimum qualifications plus one of the following:  
    1. Bachelor's degree plus nine years approved work experience credit  
    2. Completion of 15 approved semester units after initial placement on Class III
- CLASS V* a) Master's degree plus 45 approved semester units earned after award of the degree  
b) Bachelor's degree plus 79 approved semester units including a master's degree  
c) CTE placement - appropriate minimum qualifications plus one of the following:  
    1. Bachelor's degree plus 45 approved semester units plus nine years approved work experience credit  
    2. Master's degree plus nine years approved work experience credit  
    3. Completion of 15 approved semester units after initial placement on Class IV
- CLASS VI* a) Master's degree plus 60 approved semester units earned after award of the degree  
b) Bachelor's degree plus 94 approved semester units including a master's degree  
c) CTE placement - appropriate minimum qualifications plus one of the following:  
    1. Master's degree plus 15 approved semester units plus nine years  
    2. Completion of 15 approved semester units or nine years approved work experience credit after placement on Class V
- CLASS VII* a) Doctorate degree

**2018/2019 FARSCCD INTERIM CREDIT SUMMER SALARY SCHEDULE "A"**

Effective June 18, 2018

**TEACHING**

(Lecture Hour Equivalent [LHE] = 18 times the hourly rate)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$76.99	\$82.72	\$86.52	\$90.31	\$94.10	\$97.89	\$101.85
4	\$80.54	\$86.27	\$90.07	\$93.86	\$97.66	\$101.43	\$105.39
5	\$84.08	\$89.82	\$93.61	\$97.40	\$101.18	\$104.98	\$108.93

**LAB**

(Equivalent to 0.90 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$69.29	\$74.46	\$77.87	\$81.28	\$84.70	\$88.11	\$91.67
4	\$72.49	\$77.65	\$81.07	\$84.47	\$87.89	\$91.29	\$94.85
5	\$75.67	\$80.84	\$84.26	\$87.67	\$91.07	\$94.49	\$98.05

**COUNSELING/**

**LIBRARIAN/NURSING**

(Equivalent to .085 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$65.44	\$70.32	\$73.54	\$76.76	\$79.99	\$83.21	\$86.57
4	\$68.46	\$73.33	\$76.56	\$79.78	\$83.00	\$86.21	\$89.58
5	\$71.46	\$76.35	\$79.58	\$82.79	\$86.01	\$89.24	\$92.59

**NON-TEACHING**

(Equivalent to 0.5 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$38.50	\$41.36	\$43.26	\$45.16	\$47.05	\$48.95	\$50.93
4	\$40.28	\$43.14	\$45.03	\$46.93	\$48.83	\$50.71	\$52.70
5	\$42.04	\$44.92	\$46.81	\$48.71	\$50.60	\$52.50	\$54.47

Schedule A applies to all academic college credit faculty who were employed on contract during the preceding academic year. All laboratory classes will be compensated at 0.90 of a lecture hour. Compensation for health services faculty, counselors, and librarian assignments will be computed at .85 of a lecture hour.

Placement on Schedule A is according to class and step placement as of the spring semester immediately preceding summer school.

A maximum assignment of 1.5 LHE per week will be allowed for all instructors, up to a maximum of 12 LHE for the summer program. This is a weekly assigned maximum, not an average or aggregate of total weeks taught during a summer session.

A maximum of twenty seven (27) hours per week will be allowed for all counselors. Combined counseling and instructional assignments shall be subject to the 27 hour limit. Assignments during the summer session shall be 100% student contact unless modified by mutual agreement with the appropriate administrator.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2018/2018 FARSCCD INTERIM NON-CREDIT**  
**SUMMER SALARY SCHEDULE "C"**  
 Effective May 29, 2018

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$86.62	\$93.06	\$97.33	\$101.60	\$105.87	\$110.13	\$114.58
4	\$90.61	\$97.05	\$101.33	\$105.59	\$109.86	\$114.11	\$118.57
5	\$94.59	\$101.05	\$105.31	\$109.58	\$113.83	\$118.11	\$122.56

Schedule C applies to all college non-credit full-time employees who were employed on contract during the preceding academic year and are continuing on contract for the ensuing academic year.

Placement on Schedule C is according to class and step placement as of the spring semester immediately preceding summer school.

Full-time instructors assigned to teach the course, Learning Disabilities Laboratory, shall be paid at 0.85 of the appropriate rate on this schedule.

A summer session assignment shall not exceed a total of 170 hours.

**2018/2019 FARSCCD INTERIM PART-TIME/OVERLOAD SALARY SCHEDULE "B"**

Effective July 1, 2018 (Fall Semester)

FPOCR	Column I	Column II	Column III	Column IV
<b>TEACHING(&amp;1:1 LAB)</b>	(Lecture Hour Equivalent [LHE] = 18 times the hourly rate)			
<b>STEP</b>	<b>LESS THAN MASTER'S</b>	<b>MASTER'S</b>	<b>MASTER'S + 15</b>	<b>MASTER'S + 30</b>
1				
2				
3	\$55.51	\$58.29	\$61.20	\$64.25
4	\$58.29	\$61.20	\$64.25	\$67.47
5	\$61.20	\$64.25	\$67.47	\$70.84

FPOCR LAB	Column I	Column II	Column III	Column IV
<b>LAB</b>	(Equivalent to 0.90 of a lecture hour)			
<b>STEP</b>	<b>LESS THAN MASTER'S</b>	<b>MASTER'S</b>	<b>MASTER'S + 15</b>	<b>MASTER'S + 30</b>
1				
2				
3	\$49.96	\$52.46	\$55.08	\$57.83
4	\$52.46	\$55.08	\$57.83	\$60.72
5	\$55.08	\$57.83	\$60.72	\$63.76

FPOCR NI	Column I	Column II	Column III	Column IV
<b>COUNSELING/ LIBRARIAN/NURSING</b>	(equivalent to 0.85 of a lecture hour)			
<b>STEP</b>	<b>LESS THAN MASTER'S</b>	<b>MASTER'S</b>	<b>MASTER'S + 15</b>	<b>MASTER'S + 30</b>
1				
2				
3	\$47.18	\$49.54	\$52.02	\$54.62
4	\$49.54	\$52.02	\$54.62	\$57.35
5	\$52.02	\$54.62	\$57.35	\$60.22

FPOCR X	Column I	Column II	Column III	Column IV
<b>NON-TEACHING</b>	(equivalent to 0.5 of a lecture hour)			
<b>STEP</b>	<b>LESS THAN MASTER'S</b>	<b>MASTER'S</b>	<b>MASTER'S + 15</b>	<b>MASTER'S + 30</b>
1				
2				
3	\$27.76	\$29.14	\$30.60	\$32.13
4	\$29.14	\$30.60	\$32.13	\$33.73
5	\$30.60	\$32.13	\$33.73	\$35.42

Schedule B applies to all non-contract college credit academic employees. Extra pay assignments beyond the regular contract load during the fall and spring semesters shall be paid at the established lecture hour equivalent (LHE) or fraction thereof. Part-time laboratory assignments shall be paid at 0.90 of the LHE rate. Part-time assignments in library, health services, and counseling shall be paid at 0.85 of the LHE rate.

The hourly pay rate for **part-time psychologists** who are college counselors assigned specifically to provide psychological services through the Health Centers will be **\$72.57**.

Initial placement for faculty is at step 3, with advancement occurring every two (2) semesters of part-time/beyond contract work.

**18/19 CSEA 888 CONTRACT STEP INCREASES**  
**Child Development Center Teachers**  
**Effective July 1, 2018**

ATTACHMENT #19

<b>NAME</b>	<b>POSITION</b>	<b>CTR/SITE</b>	<b>GRADE</b>	<b>NEW 18/19 STEP</b>	<b>NEW 18/19 SALARY W/STEP</b>	<b>18/19 HOURLY</b>
Abramovitz, Julieta	Master Teacher	DO	MT/BA (2)	2	\$43,197.11	\$25.06
Benavente, Nicole	Master Teacher	SAC ECEC	MT/BA (2)	4	\$44,924.97	\$26.10
Cahill, Mary	Teacher	CEC	T/AA (3)	10	\$42,423.62	\$24.70
Candela, Catherine	Master Teacher	DO	MT/BA (2)	7	\$47,517.29	\$27.66
Castaneda, Daisy	Master Teacher/Site Supervisor	SAC EAST/Remington	MT/BA (2)	11	\$50,974.12	\$29.75
Cervantes, Isela	Master Teacher	EHS/DO	MT/BA (2)	7	\$47,517.29	\$27.66
Chavez, Erika	Master Teacher	SCC	MT/AA (1)	4	\$42,989.19	\$24.94
Cordoba, Luz	Master Teacher	SAC ECEC	MT/BA (2)	9	\$49,246.26	\$28.71
Covarrubias, Julisa	Master Teacher	DO	MT/BA (2)	3	\$44,061.59	\$25.58
Escalera, Juana	Master Teacher	SAC ECEC	MT/BA (2)	6	\$46,653.91	\$27.15
Escobar Pacheco, Ximena	Master Teacher	SAC East	MT/BA (2)	2	\$43,197.11	\$25.06
Fouquette, Anne	Master Teacher	SCC	MT/BA (2)	2	\$43,197.11	\$25.06
Gasca, Yolanda	Master Teacher/Asst. Director	CEC	MT/BA (2)	12(M)	\$51,838.59	\$30.28
Iniguez, Imelda	Master Teacher/Asst. Director	SAC ECEC	MT/BA (2)	9	\$49,246.26	\$28.71
Jorquera, Paz	Master Teacher	SAC ECEC	MT/AA (1)	8	\$46,446.00	\$27.02
Le, Vy	Master Teacher	SAC ECEC	MT/BA (2)	2	\$43,197.11	\$25.06
Lemus Vallejo, Cristina	Teacher	SAC ECEC	T/P (2)	8	\$39,345.25	\$22.73
Mangali, Colleen	Master Teacher	SCC	MT/BA (2)	8	\$48,379.59	\$28.19
Montalbetti de Perez, Laura	Master Teacher	DO	MT/BA (2)	3	\$44,061.59	\$25.58
Nichols, Teresa	Teacher	SAC EAST	T/BA (4)	10	\$44,266.22	\$25.70
Ortiz, Consuelo	Master Teacher	SAC ECEC	MT/MA (3)	4	\$46,955.93	\$27.32
Paz-Lugo, Artemisa	Master Teacher	CEC	MT/BA (2)	8	\$48,379.59	\$28.19
Perez Zuniga, Elvia	Teacher	SAC EAST	T/P (2)	8	\$39,345.25	\$22.73
Racca, Lyn	Master Teacher	SAC ECEC	MT/BA (2)	12(M)	\$51,838.59	\$30.28
Ramirez, Lilia	Master Teacher	SAC EAST	MT/BA (2)	4	\$44,924.97	\$26.10
Santamaria, Sandra	Master Teacher	DO	MT/AA (1)	7	\$45,582.62	\$26.50
Witron, Briseyda	Master Teacher	SAC ECEC	MT/BA (2)	2	\$43,197.11	\$25.06



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**18/19 FARSCCD CONTRACT STEP INCREASES**  
**Effective July 1, 2018**

**ATTACHMENT #20**

LAST NAME	FIRST NAME	DIVISION	LOC	CLASS	STEP	SALARY
Aguilar Beltran	Maria	Counseling	SAC	V	16(M)	\$110,753.93
Alduenda	Leann	Fine & Performing Arts	SAC	V	14	\$95,844.53
Axtell	Christina	Humanities & Social Sci	SAC	II	15(M)	\$90,208.24
Baquero	Jaymie	Kinesiology, Health & Athletics	SAC	II	15(M)	\$90,208.24
Bass	Stacey	Science, Math, & Health Sci	SAC	VII	16(1)	\$106,523.54
Beltran	Jennie	Science, Math, & Health Sci	SAC	III	12	\$85,275.95
Bennett	Sarah	Fine & Performing Arts	SAC	II	13	\$85,100.75
Benson	Kyla	Human Svcs & Tech	SAC	II	13	\$85,100.75
Beyersdorf	Matthew	Humanities & Social Sci	SAC	VII	A(1)	\$110,352.55
Bootman	Ashly	Humanities & Social Sci	SAC	II	14	\$87,654.49
Bradley	Kyle	Science, Math, & Health Sci	SAC	III	15(M)	\$92,937.19
Breeden	Emma	Arts, Humanities & Social Sci	SCC	III	14	\$90,382.38
Breig	David	Kinesiology, Health & Athletics	SAC	VI	B(1)	\$111,341.13
Briones	Michael	Fine & Performing Arts	SAC	II	7	\$69,777.21
Buechler	Michael	Human Svcs & Tech	SAC	II	15(M)	\$90,208.24
Bui	Annette	Extended Opportunities Programs & Services	SAC	III	6	\$76,749.32
Campbell	Alondo	Humanities & Social Sci	SAC	VII	16(1)	\$106,523.54
Cannon	Christopher	Fine & Performing Arts	SAC	VI	15	\$101,127.22
Carpio	Brenda	Arts, Humanities & Social Sci	SCC	VI	12	\$93,462.80
Carrera	Cheryl	Math & Science	SCC	VII	C(M)	\$118,012.19
Carriger	Lisa	Science, Mathematics & Health Sciences	SAC	V	8	\$80,519.93
Castillo	Ricardo	Humanities & Social Sci	SAC	II	15(M)	\$90,208.24
Chaidez	Maria	Counseling & Student Support Svcs	SCC	III	10	\$87,960.30
Chamberlain	Amberly	Fine & Performing Arts	SAC	IV	12	\$88,003.85
Clark	Stephanie	Fine & Performing Arts	SAC	IV	14	\$93,114.52
Collins	Monica	Humanities & Social Sci	SAC	VI	B(1)	\$111,341.13
Corp	Richard	Science, Math, & Health Sci	SAC	III	14	\$90,382.38
Cotter	Matthew	Math & Science	SCC	II	11	\$79,994.32
Crabill	Phillip	Counseling & Student Support Svcs	SCC	VII	14	\$111,269.99
Crammer	Cale	Arts, Humanities & Social Sci	SCC	VI	13	\$96,018.67
Cummings	Reyna	Fine & Performing Arts	SAC	V	13	\$93,289.72
Cummins	Shawn	Math & Science	SCC	VI	B(1)	\$111,341.13
Danova	Veselka	Math & Science	SCC	II	14	\$87,654.49
Daugherty	Seth	Institutional Effectiveness/Library/Learning Sup Svcs	SCC	V	12	\$90,729.60
Deaver	Douglas	Arts, Humanities & Social Sci	SCC	VII	B(1)	\$114,181.58
Dela Cusack	Lisa	Arts, Humanities & Social Sci	SCC	VII	A(1)	\$110,352.55
Deluna	Daniel	Humanities & Social Sci	SAC	II	11	\$79,994.32
Dermody	Michael	Fine & Performing Arts	SAC	VI	12	\$93,462.80
Diaz	Darlene	Math & Science	SCC	V	16(M)	\$100,946.70
Dibb	Patrick	Science, Math, & Health Sci	SAC	V	14	\$95,844.53
Diller	Jeffrey	Humanities & Social Sci	SAC	II	9	\$74,884.70
Dinh-Mahavongtrakul	Minhan	Science, Math, & Health Sci	SAC	VII	6	\$80,989.28
Dufala	Christopher	Fine & Performing Arts	SAC	III	11	\$82,717.95
Dumon	Dori	Business	SAC	II	12	\$82,549.12

Prepared by Penny Wilkerson, Human Resources, 06/05/2018  
Board Approval Date: 06/11/2018

6.1 (38)

NOTE: Effective date based on individual workload work year.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**18/19 FARSCCD CONTRACT STEP INCREASES**  
**Effective July 1, 2018**

**ATTACHMENT #20**

LAST NAME	FIRST NAME	DIVISION	LOC	CLASS	STEP	SALARY
El Said	Nahla	Math & Science	SCC	VII	16(1)	\$106,523.54
English	Noemi	Human Svcs & Tech	SAC	II	14	\$87,654.49
Engstrom	Vanessa	Arts, Humanities & Social Sci	SCC	IV	14	\$93,114.52
Escobar	Dora	Counseling & Student Support Svcs	SCC	VI	14	\$108,152.40
Estrada	Maria	Student Services	SAC	II	13	\$93,368.29
Everett	Michael	Science, Math, & Health Sci	SAC	VI	C(M)	\$115,173.34
Fish	Zachary	Humanities & Social Sci	SAC	VI	B(1)	\$111,341.13
Fosmire	Edward	Fine & Performing Arts	SAC	IV	14	\$93,114.52
Freese	Amy	Arts, Humanities & Social Sci	SCC	V	13	\$93,289.72
Frias	Rodolfo	Continuing Ed	SCC	VII	C(M)	\$129,475.91
Frizler	Karla	Continuing Ed	SCC	V	13	\$93,289.72
Funaoka	Marygrace	Human Svcs & Tech	SAC	VII	15	\$103,969.78
Galvan	Juana	Counseling & Student Support Svcs	SCC	III	8	\$82,352.68
Gause	Tiffany	Arts, Humanities & Social Sci	SCC	II	11	\$79,994.32
Gonis Jr	Andrew	Human Svcs & Tech	SAC	VII	B(1)	\$114,181.58
Gonzalez	Adrianna	Continuing Ed	SAC	VI	12	\$93,462.80
Gonzalez	Haydee	Counseling	SAC	III	10	\$87,960.30
Govea-Von Velasco	Melissa	Arts, Humanities & Social Sci	SCC	III	13	\$87,827.56
Graham	Song Nguyet	Counseling & Student Support Svcs	SCC	VI	13	\$105,347.01
Guevara	Angela	Continuing Ed	SCC	V	13	\$93,289.72
Gutierrez	Erika	Arts, Humanities & Social Sci	SCC	VI	13	\$96,018.67
Ha	Michael	Continuing Ed	SAC	VI	11	\$99,741.51
Hall	Kathryn	Arts, Humanities & Social Sci	SCC	V	13	\$93,289.72
Hardy	Michelle	Human Svcs & Tech	SAC	V	15	\$98,396.15
Hedenberg	Lacy	Counseling & Student Support Svcs	SCC	IV	12	\$96,553.85
Hernandez	Rosalba	Continuing Ed	SCC	III	13	\$96,359.52
Hicks	Raymond	Humanities & Social Sci	SAC	VI	C(M)	\$115,173.34
Higgins	Conor	Humanities & Social Sci	SAC	III	8	\$75,060.97
Hoang	Susan	Fine & Performing Arts	SAC	VI	12	\$93,462.80
Horenstein	Daniel	Science, Mathematics & Health Sciences	SAC	II	4	\$62,115.98
Hostetter	Darren	Fine & Performing Arts	SAC	VI	14	\$98,575.59
Hyman	Deborah	Human Svcs & Tech	SAC	II	15(M)	\$90,208.24
James	Scott	Academic Affairs	SCC	II	13	\$93,368.29
Jang	Charles	Science, Math, & Health Sci	SAC	VI	15	\$101,127.22
Janio	Jaroslav	Continuing Ed	SAC	VII	A(1)	\$110,352.55
Johnson	Kimberly	Math & Science	SCC	II	14	\$87,654.49
Jones	Louise	Science, Math, & Health Sci	SAC	IV	13	\$90,560.77
Kelley	Sara	Humanities & Social Sci	SAC	II	10	\$77,441.64
Khalid	Donna	Continuing Ed	SAC	VII	13	\$98,862.30
King	Judith	Fine & Performing Arts	SAC	IV	7	\$75,247.86
Kirchen	Deanna	Business & Career Technical Ed	SCC	VI	12	\$93,462.80
Knight	Annie	Fine & Performing Arts	SAC	II	14	\$87,654.49
Kowsari	Ali	Business	SAC	VI	7	\$80,701.51
Kramer	Jessica	Math & Science	SCC	IV	9	\$80,341.55

Prepared by Penny Wilkerson, Human Resources, 06/05/2018  
Board Approval Date: 06/11/2018

6.1 (39)

NOTE: Effective date based on individual workload work year.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**18/19 FARSCCD CONTRACT STEP INCREASES**  
**Effective July 1, 2018**

**ATTACHMENT #20**

LAST NAME	FIRST NAME	DIVISION	LOC	CLASS	STEP	SALARY
Lamourelle	Chantal	Human Svcs & Tech	SAC	III	13	\$87,827.56
Lange	Megan	Humanities & Social Sci	SAC	VI	5	\$75,586.58
Littlejohn (Lastra)	Stacey	Science, Math, & Health Sci	SAC	IV	10	\$82,894.22
Lopez	Jorge E.	Science, Math, & Health Sci	SAC	VII	A(1)	\$110,352.55
Lopez Mercedes	Jose	Continuing Ed	SAC	IV	12	\$88,003.85
Lui	Rachel	Science, Math, & Health Sci	SAC	III	9	\$77,622.14
Macintyre	Michelle	Counseling	SAC	VI	14	\$108,152.40
Madrigal	Osiel	Continuing Ed	SAC	VII	12	\$96,308.55
Malone	Charlie	Arts, Humanities & Social Sci	SCC	VI	15	\$101,127.22
Mandir	Joshua	Science, Math, & Health Sci	SAC	VII	15	\$103,969.78
Marquez	Phillip	Fine & Performing Arts	SAC	IV	16(M)	\$98,225.19
Marr	John	Fine & Performing Arts	SAC	VI	15	\$101,127.22
Martin	Linda	Institutional Effectiveness, Library & Learning Sup Svcs	SCC	V	14	\$95,844.53
Mathot	Sarah	Human Svcs & Tech	SAC	IV	14	\$93,114.52
McCallick	Mark	Business	SAC	IV	15	\$95,670.38
McKenna	Dawn	Human Services & Technology	SAC	II	10	\$77,441.64
McLean	Stephen	Business & Career Technical Ed	SCC	V	15	\$98,396.15
Meckes	Ana	Counseling	SAC	III	14	\$99,162.80
Medina	Moises	Humanities & Social Sci	SAC	VI	13	\$96,018.67
Meloni	Jennifer	Human Svcs & Tech	SAC	II	14	\$87,654.49
Mettler	Mary	Counseling & Student Support Svcs	SCC	VII	B(1)	\$114,181.58
Mirbeik Sabzevary	Mohammadreza	Continuing Ed	SAC	II	11	\$79,994.32
Mishal	Amit	Science, Math, & Health Sci	SAC	VII	14	\$101,417.11
Moore	Kathleen	Math & Science	SCC	VI	C(M)	\$115,173.34
Moreno	Alejandro	Continuing Ed	SAC	III	13	\$96,359.52
Muir	Shannon	Counseling	SAC	VI	13	\$105,347.01
Murphy	Ryan	Arts, Humanities & Social Sciences	SCC	VII	12	\$96,308.55
Nguyen	Kelly	Science, Math, & Health Sci	SAC	II	13	\$85,100.75
Nguyen	Madeleine	Student Svcs	SAC	VI	B(1)	\$122,157.66
Nguyen	Steven	Mathematics & Sciences	SCC	VII	8	\$86,094.64
Nguyen	Thu T.	Counseling	SAC	IV	15	\$104,964.74
Nilles	Thomas	Kinesiology, Health & Athletics	SAC	II	14	\$87,654.49
Nyssen	Adam	Kinesiology, Health & Athletics	SAC	V	13	\$93,289.72
Oase	Daniel	Continuing Ed	SCC	VI	9	\$85,801.56
Oertel	Patricia	Science, Math, & Health Sci	SAC	VII	15	\$103,969.78
Oh	Suanne	Science, Mathematics & Health Sciences	SAC	IV	8	\$77,786.74
Ortiz	Fernando	Humanities & Social Sci	SAC	VII	C(M)	\$118,012.19
Ortiz	Rebecca	Humanities & Social Sci	SAC	VII	8	\$86,094.64
Papa	Elenor Gael	Science, Math, & Health Sci	SAC	VI	9	\$85,801.56
Pastrana	Leo	Counseling	SAC	III	11	\$90,754.02
Patton	Carrie	Continuing Ed	CEC/SAC	IV	16(M)	\$98,225.19
Pecenkovic	Nidzara	Arts, Humanities & Social Sci	SCC	IV	13	\$90,560.77
Peraza	Daniel	Counseling	SAC	III	7	\$79,555.78
Petrocelli	Rachel	Arts, Humanities & Social Sci	SCC	VII	11	\$93,756.93

Prepared by Penny Wilkerson, Human Resources, 06/05/2018  
Board Approval Date: 06/11/2018

6.1 (40)

NOTE: Effective date based on individual workload work year.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**18/19 FARSCCD CONTRACT STEP INCREASES**  
**Effective July 1, 2018**

**ATTACHMENT #20**

LAST NAME	FIRST NAME	DIVISION	LOC	CLASS	STEP	SALARY
Pham	Elaine	Continuing Ed	SCC	V	10	\$85,626.35
Pierce	Cathryn	Fine & Performing Arts	SAC	III	14	\$90,382.38
Pineda	Maribel	Counseling	SAC	V	11	\$96,749.20
Quach	Nguyen	Business	SAC	V	14	\$95,844.53
Ramirez	Adriana	Humanities & Social Sci	SAC	II	12	\$82,549.12
Ro	Kelly	Science, Math, & Health Sci	SAC	VI	14	\$98,575.59
Robinson	Kristen	Business	SAC	VII	14	\$101,417.11
Robledo	Joanna	Counseling	SAC	VI	16(1)	\$113,752.58
Robledo	Reymundo	Counseling	SAC	VI	16(1)	\$113,752.58
Rocke	Brandon	Humanities & Social Sci	SAC	II	9	\$74,884.70
Romero	Martin	Science, Math, & Health Sci	SAC	VII	15	\$103,969.78
Rudd	James	Human Svcs & Tech	SAC	II	15(M)	\$90,208.24
Sakamoto	Scott	Math & Science	SCC	VII	B(1)	\$114,181.58
Salcido	Denise	Continuing Ed	SCC	II	10	\$77,441.64
Sanabria	Reina	Counseling	SAC	VI	B(1)	\$122,157.66
Sanchez	Sandra	Mathematics & Sciences	SCC	IV	12	\$88,003.85
Saterfield	Kalonji	Fine & Performing Arts	SAC	III	11	\$82,717.95
Shahbazian	Roy	Science, Math, & Health Sci	SAC	VI	A(1)	\$107,505.75
Sherod	Susan	Business	SAC	VI	C(M)	\$115,173.34
Shields	Jolene	Continuing Ed	SCC	V	15	\$98,396.15
Shirah	Melissa	Business & Career Technical Ed	SCC	II	13	\$85,100.75
Siddiqui	Shereen	Arts, Humanities & Social Sci	SCC	VII	11	\$93,756.93
Simmerman	Stacy	Humanities & Social Sci	SAC	II	13	\$85,100.75
Smith	Kimberly	Business	SAC	VII	12	\$96,308.55
Smith	Sean	Science, Mathematics & Health Sciences	SAC	III	12	\$85,275.95
Solheid	Christa	Science, Math, & Health Sci	SAC	VII	C(M)	\$118,012.19
Steckler	Mary	Science, Math, & Health Sci	SAC	VI	A(1)	\$107,505.75
Strong	John	Business	SAC	II	13	\$85,100.75
Sung	Linda	Business	SAC	IV	13	\$90,560.77
Sweeney	George	Science, Math, & Health Sci	SAC	VII	15	\$103,969.78
Takahashi	Mary Kathleen	Science, Math, & Health Sci	SAC	VII	16(1)	\$106,523.54
Tashima	John	Continuing Ed	CEC/SAC	III	15(M)	\$92,937.19
Taylor	Michael R.	Fine & Performing Arts	SAC	IV	14	\$93,114.52
Tolentino	Justin	Science, Math, & Health Sci	SAC	V	13	\$93,289.72
Torneo	Nicole	Math & Science	SCC	V	14	\$95,844.53
Turner	Mark	Student Svcs	SAC	VI	15	\$101,127.22
Umali Kopp	Christine	Arts, Humanities & Social Sci	SCC	VII	B(1)	\$114,181.58
Valdos	Yanina	Arts, Humanities & Social Sciences	SCC	III	11	\$82,717.95
Valles	Rodrigo	Humanities & Social Sci	SAC	II	12	\$82,549.12
Valtairo	Rowena	Science, Math, & Health Sci	SAC	VII	A(1)	\$110,352.55
Vasquez	Michelle	Science, Math, & Health Sci	SAC	V	10	\$85,626.35
Viera	Violeta	Continuing Ed	SAC	V	13	\$102,352.60
Vu	Vivien	Student Services	SCC	VI	13	\$105,347.01
Wagner	Joyce	Math & Science	SCC	VII	C(M)	\$118,012.19

Prepared by Penny Wilkerson, Human Resources, 06/05/2018  
Board Approval Date: 06/11/2018

6.1 (41)

NOTE: Effective date based on individual workload work year.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**18/19 FARSCCD CONTRACT STEP INCREASES**  
 Effective July 1, 2018

**ATTACHMENT #20**

LAST NAME	FIRST NAME	DIVISION	LOC	CLASS	STEP	SALARY
Walczak	Katharine	Humanities & Social Sci	SAC	IV	15	\$95,670.38
Weber	Merari	Continuing Ed	SAC	VII	13	\$98,862.30
Woodhead	Ian	Math & Science	SCC	VI	B(1)	\$111,341.13

**2018/2019 FARSCCD**  
**CONTRACT ATHLETIC COACHING STIPENDS**  
 Effective August 20, 2018 - June 8, 2019

ATTACHMENT #21

<b>NAME</b>	<b>COACHING ASSIGNMENT</b>	<b>SPORT</b>	<b>COLLEGE</b>	<b>ANNUAL STIPEND</b>
Abbey, Troy	Head Coach	Volleyball	SAC	\$1,750.00
Baquero, Jaymie	Head Coach	Soccer	SAC	\$1,750.00
Breig, David	Head Coach	Basketball	SAC	\$1,750.00
Camarco, Lisa	Head Coach	Softball	SCC	\$1,750.00
Cumins, Shawn	Head Coach	Cross Country	SCC	\$1,750.00
Jones, Geoffrey	Asst. Coach	Football	SAC	\$1,250.00
Luppani, Maria F.	Head Coach	Women's Basketball	SAC	\$1,750.00
Nilles, Thomas	Head Coach	Baseball	SAC	\$1,750.00
Nutter, Kim	Head Coach	Softball	SAC	\$1,750.00
Nyssen, Adam	Head Coach	Football	SAC	\$1,750.00
Woodhead, Ian	Head Coach	Women's Soccer	SCC	\$1,750.00

**18/19 CSEA 888 CONTRACT STIPENDS**  
**Effective July 1, 2018**

<b>NAME</b>	<b>POSITION</b>	<b>CTR/SITE</b>	<b>ANNUAL STIPEND</b>	<b>STIPEND DUTIES</b>
Aguilera, Yolanda	Master Teacher	CEC/Sepulveda	\$6,000.00	Site Supervisor
Cahill, Mary	Teacher	CEC	\$900.00	Master Teacher
Castaneda, Daisy	Master Teacher	SAC EAST/Remington	\$6,000.00	Site Supervisor
Gasca, Yolanda	Master Teacher	CEC	\$3,600.00	Asst. Director
Iniguez, Imelda	Master Teacher	SAC ECEC	\$3,600.00	Asst. Director
Karter, Jacqueline	Master Teacher	CEC/VHS	\$6,000.00	Site Supervisor
Lemus Vallejo, Cristina	Teacher	SAC ECEC	\$900.00	Master Teacher
McCann, Kathleen	Master Teacher	SCC	\$3,600.00	Asst. Director
Nichols, Teresa	Teacher	SAC EAST	\$900.00	Master Teacher
Perez Zuniga, Elvia	Teacher	SAC EAST	\$900.00	Master Teacher

**2018/2019 FARSCCD CONTRACT  
COORDINATOR STIPENDS  
Effective July 1, 2018 - June 30, 2019**

ATTACHMENT #23

<b>NAME</b>	<b>COORDINATOR ASSIGNMENT</b>	<b>SITE</b>	<b>ANNUAL STIPEND</b>
Bautista, Steven	Center for Teacher Education	SAC	\$1,000.00
Hoffman, Elizabeth	Health & Wellness Center	SCC	\$1,000.00
Jenkins, Robert	ESL	SAC	\$500.00
Madrigal, Romelia	Upward Bound/Student Support Svcs	SAC	\$1,000.00
Parolise, Michelle	Occupational Therapy Asst	SAC	\$1,000.00
Ross, Kristina	Physical Fitness/Wellness/Fire Technology	SAC	\$1,000.00
Sanabria, Reina	Puente Program	SAC	\$1,000.00
Sanchez-Gutierrez, Gabriela	EOPS	SAC	\$1,000.00
Shaffer, Catherine	MESA	SAC	\$1,000.00
Simbro, Teresa	Nursing/Nat'l Council Licensing Exam/Technology	SAC	\$1,000.00
Vargas, Martha	University Transfer Center	SAC	\$1,000.00
Wann, Teresa	Physical Fitness/Wellness/Fire Technology	SAC	\$1,000.00
Zarske, Monica	Speech, Language Pathology Asst Program	SAC	\$1,000.00



2017/2018

ATTACHMENT #24

**FARSCCD CONTRACT EXTENSION DAYS**

Effective July 1, 2017 - June 30, 2018

<b>NAME</b>	<b>CONTRACT EXTENSION DUTIES</b>	<b>SITE</b>	<b>DAYS</b>	<b>CLASS/ STEP</b>	<b>DAILY RATE</b>
Aguilera, Leonor	Counseling	SCC	4	V-15	\$463.49
Baldizon-Rios, Nena	Counseling	SCC	4	VII-C	\$588.52
Carrion, Rodolfo	Counseling	SCC	5	VI-A	\$536.14
Escobar, Dora	Counseling	SCC	2	VI-13	\$478.85
Galvan, Juana	Counseling	SAC	8	III-7	\$361.61
Graham, Song Nguyet	Counseling	SCC	4	VI-12	\$466.10
Resnick, Barry	Counseling	SCC	4	VII-C	\$588.52
Salcido, Denise	Instruction	OEC	16	II-9	\$374.43
Walczak, Katharine	Other Interdisciplinary Study	SAC	16	IV-12	\$440.02

**2018/2019 FARSCCD**  
**CONTRACT EXTENSION DAYS**  
 Effective July 1, 2018 - June 30, 2019

ATTACHMENT #25

<b>NAME</b>	<b>CONTRACT EXTENSION DUTIES</b>	<b>SITE</b>	<b>DAYS</b>	<b>CLASS/ STEP</b>	<b>DAILY RATE</b>
Abbey, Troy	Head Volleyball Coach	SAC	20	VI-C	\$575.87
Aguilar Beltran, Maria	Coordination	SAC	16	V-16	\$503.42
Baquero, Jaymie	Head Soccer Coach	SAC	20	II-15	\$451.04
Bautista, Steven	Counseling	SAC	5	IV-16	\$489.85
Breig, David	Head Basketball Coach	SAC	20	VI-B	\$556.71
Camarco, Lisa	Head Coach Softball	SCC	20	VI-B	\$556.71
Cummins, Shawn	Head Coach Cross Country	SCC	20	VI-B	\$556.71
Garnett, Susan	Coordination	CEC	5	III-15	\$464.69
Gonzalez, Adrianna	Coordination	CEC	4	VI-12	\$467.32
Hoffman, Elizabeth	Coordination	SCC	14	VI-C	\$574.38
Janio, Jaroslaw	Coordination	CEC	5	VII-A	\$551.77
Jenkins, Robert	Coordination	CEC	5	III-15	\$464.69
Jones, Geoffrey	Asst. Football Coach	SAC	13	II-15	\$451.04
Khalid, Donna	Coordination	CEC	4	VII-13	\$494.31
Kim, Henry	Coordination	CEC	5	III-15	\$464.69
Lockhart, Ann	Coordination	SAC	4	III-15	\$463.49
Luppani, Maria F.	Head (W) Basketball Coach	SAC	20	II-15	\$451.04
Madrigal, Osiel	Coordination	CEC	13	VII-12	\$481.55
Madrigal, Romelia	Coordination	SAC	40	II-15	\$451.04
Mirbeik Sabzevary, Mohammadreza	Coordination	CEC	4	II-11	\$399.98
Morris-Pfyl, Sandy	Job Placement	SAC	25	V-16	\$504.74
Nilles, Thomas	Head Baseball Coach	SAC	20	II-14	\$438.28
Nutter, Kim	Head Softball Coach	SAC	20	VI-C	\$575.87
Nyssen, Adam	Head Football Coach	SAC	13	V-13	\$466.45
Pastrana, Leo	Counseling	SAC	8	III-11	\$412.52
Patton, Carrie	Coordination	CEC	4	IV-16	\$491.13
Quimzon, Eden	Coordination	OEC	30	IV-16	\$491.13
Sanabria, Reina	Counseling	SAC	8	VI-B	\$555.27
Shaffer, Catherine	Coordination	SAC	16	V-16	\$503.42
Shields, Jolene	Coordination	OEC	30	V-15	\$491.99
Tashima, John	Coordination	CEC	4	III-15	\$464.69
Vargas, Martha	Coordination	SAC	16	VI-C	\$574.38
Walczak, Katharine	Other Interdisciplinary Study	SAC	30	IV-13	\$452.80
Weber, Merari	Coordination	CEC	5	VII-13	\$494.31
Woodhead, Ian	Head Coach (W) Soccer	SCC	20	VI-B	\$556.71

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

## HUMAN RESOURCES DOCKET

CLASSIFIED

June 11, 2018

**CLASSIFIED**2018-2019 CSEA Interim Salary Schedule Attachment #12018-2019 Miscellaneous Salary Schedule Attachment #22018-2019 CSEA Step Increases Attachment #3New Appointment

Nguyen, Nikki	Effective: June 11, 2018
Accountant (CL18-0999)	Grade 13, Step 1 \$50,495.07
Fiscal Services/ District	

Solorio, Annette	Effective: May 8, 2018
Special Projects Specialist (CL18-1113)	Grade 11, Step 1 \$45,583.45
Counseling/ SCC	

Hourly Ongoing to Contract

Escobar, Alfonso	Effective: June 12, 2018
From: District Safety Officer	Grade 13, Step 1 + 5%SWING
To: Senior District Safety Officer	\$53,019.82
(CL18-1115) District/ CEC	

Palomares, Vanessa	Effective: May 31, 2018
From: Business Services Coord./SBDC	Grade 13, Step 1 + 2 PG (500) \$50,995.07
To: Business Services Coordinator	
(CL18-1100) Workforce Ed./ Ed. Services	

Temporary to Contract

Benjamin, Robert	Effective: June 12, 2018
Senior District Safety Officer (CL18-1116)	Grade 13, Step 1 \$50,495.07
District Safety/ SAC	

Tingerides, Tiffany	Effective: June 13, 2018
Senior District Safety Officer (CL18-1114)	Grade 13, Step 2 \$53,003.39
District Safety/ SCC	

Professional Growth Increments

Dinh, Anh Applications Specialist III/ ITS/ District	Effective: July 1, 2018 Grade 19, Step 6 + 2.5%L + 4PG (2000) \$95,567.21
Guillen Flores, Jabin Custodian/ Admin. Services/ SAC	Effective: July 1, 2018 Grade 4, Step 6 + 2.5%L + 5%SW + 4PG (2000) \$49,505.74
Hurtado, Veronica Student Services Coordinator/ Counseling/ SCC	Effective: July 1, 2018 Grade 15, Step 6 + 7.5%L + 10 PG(4250) \$81,374.47

Out of Class Assignment

Cardenas, Raul Technical Spec. III/ ITS	Effective: 05/30/18 – 06/27/18 Grade 17, Step 4 + 3PG (1500) \$74,648.90
Landa, Alejandra Dir, Special Programs/ Ed. Services/ District	Effective: 07/01/18 – 12/21/18 Grade H, Step 1 \$81,280.84 <i>Supervisory</i>
Lozano Arriaga, Erick Technical Spec. II/ ITS	Effective: 05/29/18 – 06/27/18 Grade 15, Step 3 + 4PG (2000) \$63,973.01
Ner, Florence Senior Accountant/ Admin. Services/ SCC	Effective: 05/05/18 – 06/08/18 Grade 15, Step 1 \$56,207.76

Return to Regular Assignment

Bustamante, Karen Development Coordinator/ Student Services/ SCC	Effective: July 1, 2018 Grade 15, Step 6 \$71,743.69
Gonzalez, Araceli General Office Clerk/ Continuing Ed./ CEC	Effective: May 26, 2018 Grade 3, Step 6 + 2.5%L + 3PG (1500) \$45,396.24
Landa, Alejandra Business Services Coord./ Ed. Services/ District	Effective: July 1, 2018 Grade 13, Step 5 \$61,395.17

Change in Position

Bustamante, Monica Support Services Assistant From: Student Services/ SAC To: Academic Affairs/ SAC (Reorg 1076)	Effective: April 1, 2018 Grade 11, Step 6 \$58,217.06
Duenez, Joe From: Administrative Clerk To: Administrative Secretary (CL18-1101) Business & Career Tech/ SCC	Effective: May 21, 2018 Grade 12, Step 2 + 1PG (500) \$50,916.26
Florentino, Rigoberto From: Custodian To: Sr. Custodian/Utility Worker (CL18-1120) Admin. Services/ SCC	Effective: May 16, 2018 Grade 7, Step 5 + 2.5%L \$48,055.68
Greenhalgh, Scott From: District Safety Officer To: Senior District Safety Officer (Reorg 1079)	Effective: June 17, 2018 Grade 13, Step 2 + 5% SW + 3PG (1500) \$57,153.56
Herndon, Timothy From: District Safety Officer To: Senior District Safety Officer (Reorg 1079)	Effective: June 17, 2018 Grade 13, Step 4 + 5% SW \$61,403.72
Lordanich, Joseph From: District Safety Officer To: Senior District Safety Officer (Reorg 1079)	Effective: June 17, 2018 Grade 13, Step 4 \$58,479.73
Luzader, Christopher From: District Safety Officer To: Senior District Safety Officer (Reorg 1079)	Effective: June 17, 2018 Grade 13, Step 2 \$53,003.39
Quinonez Tapia, Edgar From: District Safety Officer To: Senior District Safety Officer (Reorg 1079)	Effective: June 17, 2018 Grade 13, Step 4 + 7.4% GY \$62,865.71

Change in Position cont'd

Romero, Isadora From: Intermediate Clerk/ DSPS/ SAC To: Admissions/Records Spec II (CL17-1040) Continuing Ed./ CEC	Effective: May 14, 2018 Grade 8, Step 4 + 2.5%L + 2.5%Bil \$48,772.72
Urbina, Thomas From: District Safety Officer To: Senior District Safety Officer (Reorg 1079)	Effective: June 17, 2018 Grade 13, Step 4 \$58,479.73
Wild, Christopher From: Bookstore Buyer To: Bookstore Operations Specialist (CL18-1105) Bookstore/ SAC	Effective: April 23, 2018 Grade 13, Step 5 + 2.5%L \$ 62,930.05

Change in Salary Placement

Moreno, Monique Student Services Specialist/ Counseling/ SAC	Effective: March 12, 2018 Grade 10, Step 1 + 3PG (750) \$44,389.80
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Leave of Absence

Gallegos, Nicole Student Services Coordinator/ Continuing Ed./ CEC	Effective: 04/28/18 – 07/20/18 Reason: FMLA/Parental Leave – Revised
Uribe, Jose Athletic Trainer/Therapist/ Kinesiology/ SAC	Effective: 06/04/18 – 06/15/18 Reason: Parental Leave

Ratification of Resignation/Retirement

Cadotte, Angela Sr. Payroll Specialist/ Payroll/ District	Effective: May 23, 2018 Reason: Resignation
Mills, Bryan Instructional Center Specialist/ Tutoring Center/ SCC	Effective: June 7, 2018 Reason: Retirement

*Ratification of Resignation/Retirement cont'd*

Penning, Kerry Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: June 29, 2018 Reason: Retirement
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Quiggle, Deanne Administrative Clerk/ Admin. Services/ SAC	Effective: June 1, 2018 Reason: Retirement
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Solorio, Annette Special Projects Specialist Counseling/ SCC	Effective: May 14, 2018 Reason: Resignation
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**CLASSIFIED HOURLY**

*New Appointments*

Driouch, Khalid Assessment Assistant (CL17-1081) Continuing Ed./ CEC	Effective: May 8, 2018 Up to 19 Hours/Week School Session Grade 5, Step A \$17.12/Hour
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Heller, Shelley Science Storekeeper/Lab Tech (CL18-1128) Science & Math/ SCC	Effective: May 29, 2018 Up to 19 Hours/Week School Session Grade 7, Step A \$18.44/Hour
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Mejia, Jovannys Student Services Coordinator (CL18-1112) Student Affairs/ SCC	Effective: May 16, 2018 19 Hours/week 12 Months/Year Grade 15, Step A \$26.92/Hour
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*Temporary to Hourly Ongoing*

Nguyen, Dung Instructional Assistant (CL18-1133) Science & Math/ SAC	Effective: May 29, 2018 Up to 19 Hours/Week School Session Grade 5, Step A \$17.12/Hour
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*Professional Growth Increments*

Sanchez, Estaban Student Services Specialist/ Student Development/ SAC	Effective: July 1, 2018 Grade 10, Step A + 2PG (500) \$20.90/Hour + \$41.67/Mo. PG
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Change in Position

Maldonado, Vanessa Instructional Assistant From: Continuing Ed./ OEC To: Continuing Ed./ CEC (CL17-1060)	Effective: May 29, 2018 Up to 19 Hours/Week School Session Grade 5, Step A \$17.12/Hour
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Return to Regular Assignment

Cardenas, Maria Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: May 13, 2018 Grade 6, Step A + 2.5%Bil \$18.18/Hour
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Leave of Absence

Lomeli, Elizabeth Student Services Specialist/ Student Services/ SAC	Effective: 07/01/18 – 08/31/18 Reason: Non Work Days for 10 Month Contract
Mejia, Joanne Administrative Clerk/ Criminal Justice/ SAC	Effective: 07/01/18 – 02/15/19 Reason: FMLA (Continued from 2/15/18)

Ratification of Resignation/Retirement

Letourneau, Alexander Instructional Assistant/ Science & Math/ SCC	Effective: June 1, 2018 Reason: Resignation
Sawits, Harold Publications Assistant/ Continuing Ed. / CEC	Effective: May 21, 2018 Reason: Retirement
Torres, David Learning Facilitator/ Science & Math/ SCC	Effective: May 31, 2018 Reason: Resignation

**TEMPORARY ASSIGNMENT**

Baca, Jeffery Learning Facilitator/ Science & Math/ SAC	Effective: 06/12/18 – 06/30/18
Brean, Corey Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19



**TEMPORARY ASSIGNMENT cont'd**

Buines Shaw, Luisa Instructional Assistant/ Arts, Humanities & Soc. Sci./ SCC	Effective: 09/11/18 – 06/07/19
Calzada, Juan Student Program Specialist/ Student Services/ SAC	Effective: 06/18/18 – 06/29/18 07/01/18 – 07/27/18
Campos, Daniela HS Comm. Outreach Spec./ Human Services & Tech./ SAC	Effective: 07/01/18 – 06/30/19
Carrizosa, Jason Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Casillas, Samayah Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Cooper, Laura Instructional Assistant/ Arts, Humanities & Soc. Sci./ SCC	Effective: 09/10/18 – 06/07/19
Do, Banglang Accompanist/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/27/18 – 06/07/19
Duenas, Jonathan Cashier/ Business Ops./ SAC	Effective: 07/09/18 – 06/28/19
Ferreri, Alexandra Instructional Assistant/ Math & Science/ SCC	Effective: 07/02/18 – 12/14/18
Franceschi, Gionata Instructional Assistant/ Math & Sci./ SCC	Effective: 07/18/18 – 12/14/18
Gabriel, Adrian Cashier/ Business Ops./ SAC	Effective: 07/09/18 – 06/28/19
Gaughan, Sydney Cashier/ Admin. Services/ SCC	Effective: 07/02/18 – 06/28/19

**TEMPORARY ASSIGNMENT cont'd**

Gee, Paul Learning Facilitator/ Science & Math/ SAC	Effective: 06/12/18 – 06/30/18 07/02/18 – 06/07/19
Germaine, Brittany Instructional Assistant/ Math & Science/ SCC	Effective: 08/20/18 – 06/07/19
Guerrero, Evelyn Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19
Hagle, Tyler Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Hamaguchi, Takashi Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Hawkins, Troy Learning Facilitator/ Science & Math/ SAC	Effective: 06/12/18 – 06/30/18
Hawkins, Troy Learning Facilitator/ Science & Math/ SAC	Effective: 07/02/18- 06/07/19
Hernandez, Eric Custodian/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19
Hess, Jodi Cashier/ Admin. Services/ SCC	Effective: 07/02/18 – 06/28/19
Holcombe, Drew Learning Facilitator/ Science & Math/ SAC	Effective: 06/12/18 – 06/30/18
Horner, Colby Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Huynh, Loc Learning Facilitator/ Science & Math/ SAC	Effective: 06/12/18 – 06/30/18
Kenney, Christopher Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Lang, Jennifer Marketing Specialist/ CITD/ Ed. Services	Effective: 07/02/18 – 12/21/18

**TEMPORARY ASSIGNMENT cont'd**

Lovo, Genesis General Office Clerk/ CITD/ Ed. Services	Effective: 07/02/18 – 12/21/18
Ochoa, Antonio Lifeguard/ Kinesiology/ SAC	Effective: 06/18/18 – 06/30/18
Okula, Matthew Learning Facilitator/ Science & Math/ SAC	Effective: 06/12/18 – 06/30/18
Okula, Matthew Learning Facilitator/ Science & Math/ SAC	Effective: 07/02/18 – 06/07/19
Osterkamp, Jonathan Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Poldrugo, Jessica Instructional Assistant/ Math & Science/ SCC	Effective: 08/20/18 – 06/07/19
Porter, Michael Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Pugh, Keith Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Rafael, Rita Instructional Assistant/ Arts, Humanities & Soc. Sci./ SCC	Effective: 09/11/18 – 06/07/19
Resendes, Nicholas Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Robillard, Brant Learning Facilitator/ Science & Math/ SAC	Effective: 06/12/18 – 06/30/18
Robillard, Brant Learning Facilitator/ Science & Math/ SAC	Effective: 07/02/18 – 06/07/19
Rudela, Katarina Instructional Assistant/ Math & Science/ SCC	Effective: 08/20/18 – 06/07/19



*Additional Hours for Ongoing Assignment cont'd*

Barbery, Monika Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/29/19 Not to exceed 19 consecutive working days in any given period.
Cadenas, Abimael Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Camarena, Evangelina Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Cardenas, Maria Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Cardiel, Juan Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Chaikaew, Jarunee Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Champion, Michael Instructional Assistant/ Math & Science/ SCC	Effective: 08/20/18 – 06/07/19 Not to exceed 19 consecutive working days in any given period.
Chang, Mary Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Cristobal, Daniel Counseling Assistant/ EOPS/ SAC	Effective: 07/01/18 – 06/28/19 Not to exceed 19 consecutive working days in any given period.
Cuevas, Manuel Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Danley, Nicole Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Duong, Thao Instructional Assistant/ Continuing Ed. CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Eng, Gregory Reprographics Tech./ Publications/ District	Effective: 05/14/18 – 06/29/18 Not to exceed 19 consecutive working days in any given period.
Esparza, Felipe Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Flores, Erika Intermediate Clerk/ Student Services/ SAC	Effective: 07/16/18 – 06/28/19 Not to exceed 19 consecutive working days in any given period.
Flores, Juan Instructional Assistant/ Continuing Ed. / CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Garcia, Patricia Instructional Assistant/ Continuing Ed./CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Gardea Magana, Omar Learning Ctr Specialist/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Gardea, Maria A. Administrative Clerk/ Continuing Ed./ OEC	Effective: 07/01/18 – 07/31/18 Not to exceed 19 consecutive working days in any given period.
Guillen, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Hernandez Morales, Arturo Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Hernandez, Gabriela Counseling Assistant/ EOPS/ SAC	Effective: 07/01/18 – 06/28/19 Not to exceed 19 consecutive working days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Hughes, Jessica Instructional Assistant/ Math & Science/ SCC	Effective: 08/20/18 – 06/07/19 Not to exceed 19 consecutive working days in any given period.
Huyen, Thu Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Jordan, Gregory Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Knepper, Maria Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Kusenda, Paula Student Program Specialist/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Le, Sophia Student Services Specialist/ EOPS/ SAC	Effective: 07/02/18 – 06/28/19 Not to exceed 19 consecutive working days in any given period.
Lopez, Jesus Instructional Ctr. Tech./ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Lopez, Mayra Counseling Assistant/ EOPS/ SAC	Effective: 07/01/18 – 06/28/19 Not to exceed 19 consecutive working days in any given period.
Lu, Leslie Admissions Assistant/ Continuing Ed. /CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
McMinimy, Tawny Auxiliary Services Spec./ Admin. Services/ SCC	Effective: 07/02/18 – 06/28/19 Not to exceed 19 consecutive working days in any given period.
Medina, Jennifer Cashier/ Bookstore/ SCC	Effective: 07/02/18 – 06/28/19 Not to exceed 19 consecutive working days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Montanez, Hortensia Counseling Assistant/ Continuing Ed./ OEC	Effective: 05/16/18 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Morales, Adriana Intermediate Account Clerk/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Moran Carrasco, Carlos Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Navarrete, Luz Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Nguyen, Johnny Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Nguyen, Tung Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Ontiveros, Tara Student Services Spec./ Student Services/ SCC	Effective: 02/14/18 – 06/06/18 Not to exceed 19 consecutive working days in any given period.
Ortega, Leslie Student Services Spec./ Student Services/ SCC	Effective: 01/22/18 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Ortega, Leslie Student Services Coord./ Student Services/ SCC	Effective: 05/09/18 – 05/21/18 Not to exceed 19 consecutive working days in any given period.
Palafox, Anay Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Phan, Lieuthu Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.



*Additional Hours for Ongoing Assignment cont'd*

Quinonez, Fernando Bookstore Storekeeper/ Bookstore/ SCC	Effective: 07/02/18 – 06/28/19 Not to exceed 19 consecutive working days in any given period.
Ramirez, Abigail Counseling Assistant/ Counseling/ SAC	Effective: 05/15/18 – 06/29/18 Not to exceed 19 consecutive working days in any given period.
Ramirez, German Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Ramirez, Liliana Student Services Coord./ Student Services/ SCC	Effective: 05/09/18 – 05/21/18 Not to exceed 19 consecutive working days in any given period.
Reimer, Tracy General Office Clerk/ EOPS/ SAC	Effective: 07/01/18 – 06/28/19 Not to exceed 19 consecutive working days in any given period.
Rodriguez, Rosalba Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Sanchez, Natalie Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Saunders, Maureen Intermediate Clerk/ Continuing Ed. /CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Stukey, Shawna Instructional Assistant/ Continuing Ed. CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Vuy, Amy Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.

*Substitute Assignments*

Abernathy, Derrick Custodian/ Admin. Services/ SCC	Effective: 05/01/18 – 06/29/18
Ayala, Jose District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Castro Herrera District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Cons, Mayra Admissions Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19
Escobar, David District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Galvan, Felipe Sr. Custodian/Utility Worker/ DMC/ District	Effective: 05/07/18 – 06/29/18
Garcia, Waldo Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/02/18 – 06/30/19
Gonzales, Freddie District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Hernandez, Anthony District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Lee, Patrick District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Lopez Sotelo, Eduardo District Safety Officer/ District	Effective: 07/01/18 – 06/30/19

*Substitute Assignments cont'd*

Lopez, Lorena District Safety Officer/ District	Effective: 07/01/18 – 06/30/19
Martes, David District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Meraz, Norma Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Montanez, Jesse District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Pinon, Teresa Intermediate Clerk/ Counseling/ SAC	Effective: 05/02/18 – 06/29/19
Pita, Lazaro District Safety Officer/ District	Effective: 07/01/18 – 06/30/19
Ppinon, Teresa Intermediate Clerk/ Counseling/ SAC	Effective: 07/02/18 – 12/21/18
Rosales Lopez, Jose Custodian/ Continuing Ed./ CEC	Effective: 07/02/18 – 06/30/19

**MISCELLANEOUS POSITIONS**

Ahumada, David Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/18 – 06/30/19
Alcazar, Elizabeth Sign Language Interpreter II/ DSPS/SAC	Effective: 07/01/18 – 06/30/19
Alderette, Xavier Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/27/18 – 06/07/19
Beck, Jonathan Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/27/18 – 06/07/19

**MISCELLANEOUS POSITIONS cont'd**

Beck, Timothy Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/27/18 – 06/07/19
Bentz, Marie Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/27/18 – 06/07/19
Bentz, Paul Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/27/18 – 06/07/19
Blackwell, Jana Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/27/18 – 06/07/19
Blackwell, Pamella Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/17/18 – 06/07/19
Brown, Jordan Model/ Fine & Performing Arts/ SAC	Effective: 05/15/18 – 06/30/18
Budd Bredek, Julia Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/18 – 06/30/19
Childs, Wendy Sign Language Interpreter II/ DSPS/ SAC	Effective: 07/01/18 – 06/30/19
Cole, John Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/27/18 – 06/07/19
Dascenzo, Christina Sign Language Interpreter II/ DSPS/ SAC	Effective: 07/01/18 – 06/30/19
Depetris, Gina Sign Language Interpreter III/ DSPS/ SAC	Effective: 07/01/18 – 06/30/19

**MISCELLANEOUS POSITIONS cont'd**

Drevlow, Laurie Sign Language Interpreter VII/ DSPS/ SAC	Effective: 07/01/18 – 06/30/19
Duran, Gustavo Community Services Presenter/ Continuing Ed./ CEC	Effective: 04/14/18
Griego, Ariana Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/27/18 – 06/07/19
Hawkins, Jimmy Sign Language Interpreter VII/ DSPS/ SAC	Effective: 07/01/18 – 06/30/19
Kerr, Mikyla Sign Language Interpreter III/ DSPS/ SAC	Effective: 07/01/18 – 06/30/19
Lee, Cindy Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/18 – 06/30/19
Ormita, Mark Sign Language Interpreter IV/ DSPS/ SAC	Effective: 07/01/18 – 06/30/19
Oshiro, Gail Sign Language Interpreter IV/ DSPS/ SAC	Effective: 07/01/18 – 06/30/19
Otterbach, Denise Sign Language Interpreter II/ DSPS/ SAC	Effective: 07/01/18 – 06/30/19
Ramirez Jimenez, Ana Child Dev. Inter I/ Child Dev. Services/ District	Effective: 04/23/18 – 06/30/18
Ramirez Vega, Esther Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/18 – 06/30/19

**MISCELLANEOUS POSITIONS cont'd**

Reinhardt, Kay Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/18 – 06/30/19
Santiago, Itzhel Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/18 – 06/30/19
Shields, Cindy Sign Language Interpreter V/ DSPS/ SAC	Effective: 07/01/18 – 06/30/19
Smith, Elizabeth Sign Language Interpreter VII/ DSPS/ SAC	Effective: 07/01/18 – 06/30/19
Turner, Tracey Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/27/18 – 06/07/19
Varga, Thomas Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/18 – 06/30/19
Vega, Guillermo Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/18 – 06/30/19
Viana, Alejandra Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/18 – 06/30/19
Viana, Alejandra Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/18 – 06/30/19
Vu, Thanh Clerical Assistant/ Counseling/ SAC	Effective: 07/02/18 – 12/21/18
Woolard, Caleb Sign Language Interpreter VII/ DSPS/ SAC	Effective: 07/01/18 – 06/30/19







*Attachment #1*

Rancho Santiago Community College District CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION INTERIM CONTRACT ANNUAL SALARY SCHEDULE Effective: July 1, 2018						
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	\$31,689.11	\$33,304.40	\$34,972.27	\$36,732.04	\$38,570.62	\$40,514.25
2	\$32,595.25	\$34,210.57	\$35,930.95	\$37,743.24	\$39,647.49	\$41,656.78
3	\$33,514.55	\$35,142.99	\$36,942.16	\$38,820.14	\$40,776.90	\$42,825.60
4	\$34,617.68	\$36,324.92	\$38,137.23	\$40,067.73	\$42,090.16	\$44,191.39
5	\$35,747.08	\$37,546.25	\$39,424.23	\$41,394.13	\$43,469.09	\$45,649.11
6	\$37,007.82	\$38,885.79	\$40,855.70	\$42,904.38	\$45,071.29	\$47,316.96
7	\$38,504.95	\$40,448.59	\$42,471.03	\$44,624.76	\$46,883.59	\$49,208.04
8	\$40,067.73	\$42,090.16	\$44,191.39	\$46,450.21	\$48,774.70	\$51,217.35
9	\$41,748.72	\$43,863.07	\$46,082.49	\$48,406.97	\$50,823.37	\$53,371.12
10	\$43,639.80	\$45,846.10	\$48,144.33	\$50,547.60	\$53,055.92	\$55,708.73
11	\$45,583.45	\$47,855.39	\$50,245.53	\$52,793.28	\$55,446.07	\$58,217.06
12	\$47,973.60	\$50,416.26	\$52,937.73	\$55,577.40	\$58,400.92	\$61,290.12
13	\$50,495.07	\$53,003.39	\$55,656.20	\$58,479.73	\$61,395.17	\$64,494.48
14	\$53,213.52	\$55,879.46	\$58,689.84	\$61,618.41	\$64,743.99	\$67,987.76
15	\$56,207.76	\$59,005.04	\$61,973.01	\$65,046.05	\$68,342.37	\$71,743.69
16	\$59,635.39	\$62,629.64	\$65,728.93	\$69,038.36	\$72,505.39	\$76,116.87
17	\$63,168.08	\$66,333.05	\$69,655.60	\$73,148.90	\$76,826.03	\$80,700.17
18	\$67,055.33	\$70,430.45	\$73,976.27	\$77,679.66	\$81,580.06	\$85,651.17
19	\$71,467.92	\$75,039.99	\$78,822.19	\$82,788.26	\$86,911.92	\$91,285.08
20	\$76,340.14	\$80,161.73	\$84,167.19	\$88,356.50	\$92,834.74	\$97,457.45
21	\$81,619.46	\$85,703.72	\$90,011.23	\$94,542.00	\$99,230.36	\$104,207.63
22	\$88,566.63	\$92,979.21	\$97,641.30	\$102,552.92	\$107,661.51	\$113,059.03
Based on 12 Month/Year						
Service Recognition:			Differential Pay:			
10 Years	2.5%			Bilingual Requirement		2.5%
15 Years	5.0%			Swing Shift		5%
20 Years	7.5%			Graveyard Shift		7.5%
25 Years	10 %					
30 Years	12.50%					
2% Cola						
Board Approved: June 11, 2018						



**HUMAN RESOURCES CLASSIFIED DOCKET**  
**JUNE 11, 2018**

10	Accompanist	14	Executive Secretary	9	Offset Lithographer
13	Accountant	8	Expeditior	4	Parking Attendant
4	Account Clerk	11	Facilities Coordinator	11	Payroll Specialist
10	Administrative Clerk	17	Facility Planning Specialist	8	Phototypesetting Technician I
12	Administrative Secretary	17	Facility Systems Engineer	11	Phototypesetting Technician II
3	Admissions Assistant	13	Financial Aid Computer Analyst	12	Placement Specialist
6	Admissions/Records Specialist I	10	Financial Aid Computer Technician	8	Printing/Reprographics/Bindery Technician
8	Admissions/Records Specialist II	15	Financial Aid Coordinator	8	Program Specialist
10	Admissions/Records Specialist III	11	Financial Aid Analyst	10	Property Facilitator
15	Admissions & Records Technology Specialist	11	Financial Aid Senior Account Clerk	13	Public Access Television Coordinator
13	Alternate Media Specialist	8	Financial Aid Technician	5	Publications Assistant
13	Applications Specialist I	A	Fine & Performing Arts Technician	14	Publications Specialist
15	Applications Specialist II	9	Fine Arts & Theater Facilities Technician	11	Purchasing Assistant
19	Applications Specialist III	C	Food Service Aide	5	Purchasing Clerk
22	Applications Specialist IV	3	Food Service Worker	5	Receptionist/President's Office
11	Art Gallery Coordinator	8	Gardener/Utility Worker	9	Reprographics Technician
5	Assessment Assistant	3	General Office Clerk	16	Research Analyst
14	Assistant Athletic Trainer/Therapist	15	Graduation Specialist	12	Research Assistant
9	Athletic Field Grounds Worker	9	Grants Assistant	17	Research Coordinator
3	Athletic/PE Equipment Assistant	14	Graphic Designer	13	Research Specialist
12	Athletic Equipment Coordinator	13	Help Desk Analyst	16	Resource Development Coordinator
15	Athletic Trainer/Therapist	13	High School & Community Outreach Specialist	12	<b>Risk Management Specialist</b>
16	Audit Specialist	11	Human Resources Technician	14	Scholarship Coordinator
11	Automotive Mechanic	13	HVAC Mechanic	13	Science Laboratory Coordinator
10	Auxiliary Services Specialist	22	Information Security Specialist	7	Science Storekeeper/Lab Technician
10	Bookstore Buyer	11	Information Systems Specialist	10	Senior Account Clerk
13	Bookstore Operations Specialist	5	Instructional Assistant	15	Senior Accountant
8	Bookstore Storekeeper	6	Instructional Assistant/DSPS	11	Senior Admissions/Records Specialist
13	Business Services Coordinator	12	Instructional Center Specialist	6	Senior Cashier
15	Business Systems Analyst	7	Instructional Center Technician	8	Senior Clerk
14	Buyer	13	Instructional Coordinator/Analyst	8	Senior Clerk/Communications Ctr. Dispatcher
11	CARE Program Coordinator	9	Instructional Equipment Coordinator	7	Senior Custodian/Utility Worker
13	Career Guidance Coordinator	15	Instructional Media Producer	13	Senior District Safety Officer
11	Career Guidance Specialist	6	Intermediate Account Clerk	10	Senior EOPS Specialist
10	Career Technician	5	Intermediate Clerk	5	Senior Food Service Worker
3	Cashier/Bookstore	10	Intermediate District Safety Officer	9	Senior Mailroom Clerk
C	Child Development Aide	16	International Student Coordinator	12	Senior Media Systems Electronic Tech
6	Child Development Center Cook/Nutrition Specialist	11	International Student Program Specialist	12	Senior Payroll Specialist
15	Communications Specialist	14	Interpreter/Beginning	8	Senior Purchasing Clerk
12	Community Services Coordinator I	16	Interpreter/Intermediate	18	Senior Resource Development Coord.
15	Community Services Coordinator II	20	Interpreter/Senior	11	Skilled Maintenance Worker
8	Community Services Field Coordinator	12	Job Developer	19	Small Business Specialist
9	Community Services Program Developer	13	Job Placement Coordinator	11	Special Projects Specialist
8	Community Services Technician	14	Lead Central Plant Operator	13	Sports Information Coordinator
10	Computer Lab Technician	8	Lead Custodian	13	Stage Manager/Master Carpenter
16	Computer Operations Coordinator	10	Lead Gardener	6	Student Activities Assistant
15	Computer Operations Specialist	14	Lead Maintenance Worker	13	Student Activities Coordinator
13	Computer Programmer	6	Lead Publications Assistant	8	Student Activities Specialist
13	Contract Education Coordinator	10	Learning Assistant	10	Student Program Specialist
15	Contracts Specialist	8	Learning Center Specialist	10	Student Services Specialist
14	Coordinator of Community Relations	8	Learning Facilitator	15	Student Services Coordinator
4	Costume Technician	14	Learning Resources Specialist	13	Student Support Services Program Specialist
5	Counseling Assistant	7	Learning Specialist	11	Support Services Assistant
13	Curriculum Specialist	6	Library Clerk	10	Success Center Specialist
4	Custodian	13	Library Systems Specialist	20	Technical Specialist IV
5	Data Entry Clerk	9	Library Technician	13	Technical Specialist I
12	Desktop Publishing Technician	12	Library Technician II	15	Technical Specialist II
15	Development Coordinator	5	Lifeguard	17	Technical Specialist III
7	Disabled Student Center Specialist	4	Mail & Delivery Clerk	15	Technology and Production Coordinator
15	Distance Education Services Specialist	8	Mail/Warehouse Assistant	7	Technology Storekeeper
9	District Safety Officer	5	Maintenance Assistant	B	Television Payout Operator
10	District Scheduling Coordinator	8	Maintenance/Utility Worker	5	Telephone Operator/Receptionist
11	DSPS Specialist	12	Marketing Specialist	3	Test Proctor
11	Electronic & Computer Technician I	8	Media Systems Assistant	7	Theatre Facilities Technician
13	Electronic & Computer Technician II	13	Media Systems Electronic Technician	11	Transfer Center Specialist
15	Electronic Media Specialist	15	Media Systems Electronic Technician, Lead	12	Veterans Affairs Coordinator
8	Electronics Storekeeper/Repair Technician	8	Media Systems Technical Assistant	8	Video Technician
11	Electronic Technician	15	Network Specialist I	5	Warehouse Delivery Driver
6	EOPS Specialist	17	Network Specialist II	8	Warehouse Storekeeper
		19	Network Specialist III		
	Position List Revised: October 9, 2017	22	Network Specialist IV		

				<i>Attachment #2</i>
<b>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</b>				
<b>MISCELLANEOUS PAY SCHEDULE 2018-2019</b>				
<b>PROFESSIONAL EXPERTS:</b>				
<b>CHILD DEVELOPMENT</b>				
	Child Care Associate			(Effect: 7/1/18) \$12.00
	Child Development Intern I			(Effect: 7/1/18) \$12.50
	Child Development Intern II			(Effect: 7/1/18) \$12.75
	Child Development Center Associate Substitute Teacher			(Effect: 1/1/08) \$13.00
	Child Development Center Substitute Teacher			(Effect: 1/1/08) \$17.50
	EdUPlay Coordinator			(Effect: 7/1/09) \$25.00
<b>COMMUNITY SERVICES</b>				
	Community Services Presenter I			(Effect: 1/24/00) \$38.50
	Community Services Presenter II			(Effect: 1/24/00) \$42.00
	Community Services Presenter III			(Effect: 8/27/96) \$100/stipend unit
<b>CONTRACT EDUCATION</b>				
	Presenter I			(Effect: 1/1/07) \$29.50
	Presenter II			(Effect: 1/1/07) \$39.00
	Presenter III			(Effect: 1/1/07) \$52.20
	Presenter IV			(Effect: 1/1/07) \$63.00
	Presenter V			(Effect: 1/1/07) \$68.25
<b>INSTRUCTIONAL SUPPORT</b>				
	Coaching Assistant			(Effect: 8/19/14) \$18.00
	Instructional Associate Assistant			
	Exercise Science/ Fine & Perf. Arts/ Real Est.			(Effect: 1/1/07) \$22.00
	Criminal Justice/Fire Technology/Basic Skills/OTA			(Effect: 7/1/12) \$25.00
	Instructional Associate			
	Exercise Science/ Fine & Perf. Arts/ Real Est.			(Effect: 1/1/07) \$30.00
	Criminal Justice/Fire Technology/Nursing			(Effect: 1/1/07) \$35.00
	Real Time Captionist I			(Effect: 8/1/10) \$27.00
	Real Time Captionist II			(Effect: 8/1/10) \$32.00
	Real Time Captionist III			(Effect: 8/1/10) \$40.00
	Sign Language Interpreter I			(Effect: 8/1/10) \$18.00
	Sign Language Interpreter II			(Effect: 8/1/10) \$20.00
	Sign Language Interpreter III			(Effect: 8/1/10) \$25.00
	Sign Language Interpreter IV			(Effect: 8/1/10) \$30.00
	Sign Language Interpreter V			(Effect: 8/1/10) \$36.00
	Sign Language Interpreter VI			(Effect: 8/1/10) \$40.00
	Sign Language Interpreter VII			(Effect: 8/1/10) \$45.00
<b>SMALL BUSINESS DEVELOPMENT CENTER</b>				
	Business Expert Professional			(Effect: 7/1/04) \$40.00
	Business Expert Professional II			(Effect: 04/17/07) \$45.00
<b>MISCELLANEOUS</b>				
	Clerical Assistant			(Effect: 7/1/18) \$12.00
	Facility Planner I			(Effect: 1/1/07) \$75.00
	Facility Planner II			(Effect: 7/1/08) \$115.00
	Health Educator			(Effect: 1/1/07) \$23.00
	Model			(Effect: 02/01/17) \$26.00
	Physician/Psychiatrist			(Effect: 1/1/16) \$90.00
	Pre-Employment Articulation Testing			(Effect: 7/1/96) \$24.50
	Scorekeeper			(Effect: 1/1/07) \$15.00
	Regional Consortia Chair			(Effect: 7/1/13) \$68.00
	Residential Assistant I			(Effect: 7/1/18) \$12.00
	Residential Assistant II			(Effect: 7/1/18) \$13.00
	Site Director I			(Effect: 02/01/16) \$45.55
	Site Director II			(Effect: 02/01/16) \$51.06
	Sports Information Assistant			(Effect: 1/1/07) \$20.00
	Stage Assistant			(Effect: 1/1/07) \$18.00
	Translator			(Effect: 1/1/07) \$35.00
<b>STUDENT WORKERS</b>				
	Student Assistant I			(Effect: 7/1/18) \$12.00
	Student Assistant II			(Effect: 7/1/18) \$13.00
	Student Assistant III			(Effect: 7/1/18) \$14.25
Board approved: 06/11/2018				

# HUMAN RESOURCES CLASSIFIED DOCKET

## JUNE 11, 2018

### Attachment # 3

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION																
EFFECTIVE JULY 1, 2018																
Note: A classified employee must have completed 60% of assigned work year (hired or promoted before November 24, 2017) in the same classification to be eligible for a step increase in that classification effective July 1, 2018. This 60% requirement applied to new hires and promotional appointments. For further clarification see Article 14.15 of the CSEA Agreement.																
COLLEAGUE ID	NAME	GRADE	STEP	2.00% CURRENT RATE 7/1/17	Longevity %	BIL	Shift %	PG 400	PG 500	PG 250	MERIT PG TOTAL	NEW STEP	NEW BASE	NEW TOTAL	EFFECTIVE 7/1/18 OR RETRO TO:	
2298025	ALCANTAR, ASHLEY	8	1	40067.73								2	\$42,090.16	\$42,090.16	3/1/2018	
2306179	ALEJANDRINO, LEIF	13	1	50495.07								2	\$53,003.39	\$53,003.39	5/1/2018	
1030968	ANDRADE, JOSE	13	3	55656.20	2.5					6	3000.00	4	\$58,479.73	\$62,941.72	3/1/2018	
1216111	ASQUITH, GREGORY	13	2	53003.39								3	\$55,656.20	\$55,656.20		
1754656	AVALOS, JESSICA	10	5	53055.92		2.5				5		6	\$55,708.73	\$59,601.45		
2323397	AVILA, STEPHEN	13	1	50495.07								2	\$53,003.39	\$53,003.39		
1235914	AYERS, ALICIA	10	5	53055.92								6	\$55,708.73	\$55,708.73	5/1/2018	
1276370	BARKER, HILLARY	10	3	48144.33								4	\$50,547.60	\$50,547.60		
2261815	BEIZA, RENE	11	4	52793.28								5	\$55,446.07	\$55,446.07		
1030913	BERGANZA, LEYVI C.	15	5	68342.37	5					6	1500.00	6	\$71,743.69	\$76,830.97	4/1/2018	
1035013	BERGARA, ELIZABETH	15	4	65046.05	2.5							5	\$68,342.37	\$70,050.93		
1030447	BIZON, VERONICA	6	2	38885.79	5	2.5				1	500.00	3	\$40,855.70	\$44,419.88		
1983650	BLANCAS, CRYSTAL	4	4	40067.73			7.5					5	\$42,090.16	\$45,246.92		
2041944	BORBOA, KENNETH	13	5	61395.17								6	\$64,494.48	\$64,494.48		
2272765	BUNCH, PETERSON	8	2	42090.16						3	1500.00	3	\$44,191.39	\$45,691.39		
2236528	BURRUS, TANISHA	15	2	59005.04								3	\$61,973.01	\$61,973.01		
1029249	CABRERA, ANNABELL	15	5	68342.37								6	\$71,743.69	\$71,743.69		
2192981	CADENAS, MARLON	3	2	35142.99						1	500.00	3	\$36,942.16	\$37,442.16		
2336261	CAMPBELL, ELLEN	12	1	47973.60								2	\$50,416.26	\$50,416.26		
1532757	CARDENAS, RAUL	15	5	68342.37						3	1500.00	6	\$71,743.69	\$73,243.69		
1532990	CARDENAS, SUSANA	12	1	47973.60								2	\$50,416.26	\$50,416.26		
1306613	CARDONA, MARIA	14	2	55879.46								3	\$58,689.84	\$58,689.84		
1542709	CARPENTER, AMANDA	10	4	50547.60						2	1000.00	5	\$53,055.92	\$54,055.92		
1026615	CHAPPLE, FELOMINA	14	2	55879.46	5							3	\$58,689.84	\$61,624.33	3/1/2018	
1759169	CHAVEZ, ANTONIO	4	1	34617.68			7.5					2	\$36,324.92	\$39,049.29		
2297149	CHIANG, YAHWEI	13	1	50495.07								2	\$53,003.39	\$53,003.39	3/1/2018	
2339938	CLAXTON, ALEXANDER	16	1	59635.39								2	\$62,629.64	\$62,629.64		
2309645	COLLINS, HEATHER	14	1	53213.52								2	\$55,879.46	\$55,879.46	6/1/2018	
2026243	CONEY, SARA	15	1	56207.76								2	\$59,005.04	\$59,005.04	1/1/2018	
1856998	CONTRERAS, GERARDO	15	2	59005.04								3	\$61,973.01	\$61,973.01		
2325441	CORDOVA, MONICA	15	1	56207.76								2	\$59,005.04	\$59,005.04		
2326070	CULLY, ANNETTE	12	1	47973.60								2	\$50,416.26	\$50,416.26		
2338789	DAHL, KAYLA	12	1	47973.60								2	\$50,416.26	\$50,416.26		
1030530	DAO, QUYN GIAO	13	4	58479.73	2.5							5	\$61,395.17	\$62,930.05		
1125521	DELVALLE, CLAUDIA	10	2	45846.10						1	500.00	3	\$48,144.33	\$48,644.33		
1031050	DIAZ, ANA	11	3	50245.53	2.5					3	750.00	4	\$52,793.28	\$54,863.11		
1029616	DIAZ, CECILIA	10	4	50547.60	2.5							5	\$53,055.92	\$54,382.32		
1030325	DORIN, MIRELA	14	5	64743.99	7.5					3	1500.00	6	\$67,987.76	\$74,586.84	3/1/2018	
1027174	DUENEA, PATRICIA	14	1	53213.52		2.5				1	500.00	2	\$55,879.46	\$57,776.45	1/1/2018	
1026995	DULALAS, LUMINACION	15	5	68342.37	10					5	2500.00	6	\$71,743.69	\$81,418.06		
1028587	EASTER, CANDI	15	5	68342.37	2.5					2	1000.00	6	\$71,743.69	\$74,537.28	6/1/2018	
1028391	EDWARDS, ZINA	10	4	50547.60	10							5	\$53,055.92	\$58,361.51		
1028363	ESPARZA, WENNDY	10	2	45846.10	2.5	2.5				7	3500.00	3	\$48,144.33	\$54,051.55		
2338581	ESPINO, SUSANA	13	1	50495.07								2	\$53,003.39	\$53,003.39		
2312462	ESPINOZA, ESTHER	8	3	44191.39								4	\$46,450.21	\$46,450.21	6/1/2018	
1107246	FLORES, RODRIGO	4	4	40067.73			7.5					5	\$42,090.16	\$45,246.92		
2164970	FLORES, RUBY	15	1	56207.76								2	\$59,005.04	\$59,005.04		
1030593	FORD, MICHELLE	12	1	47973.60								2	\$50,416.26	\$50,416.26	3/1/2018	
1057755	GALLEGOS, NICOLE	15	1	56207.76						2	1000.00	2	\$59,005.04	\$60,005.04	5/1/2018	
1030241	GARBIS, TIFFANY	15	4	65046.05	2.5					4	6	3500.00	5	\$68,342.37	\$73,550.93	1/1/2018
2047939	GARCIA CARMONA, JAVIER	13	2	53003.39		2.5						3	\$55,656.20	\$57,047.61		
1193944	GARCIA, ELSA	12	1	47973.60								2	\$50,416.26	\$50,416.26		
1030578	GHEORGHE, MARTA	17	5	76826.03	2.5					5	1250.00	6	\$80,700.17	\$83,967.67		
1028109	GIL, MARIA	18	5	81580.06	5					2	1000.00	6	\$85,651.17	\$90,933.73		
2310245	GILES, VERONICA	16	1	59635.39								2	\$62,629.64	\$62,629.64	6/1/2018	
1268465	GODOY, GIOVANNI	4	3	38137.23			5					4	\$40,067.73	\$42,071.12		
1029694	GONZALES-MARTINEZ, CHRISTINE E	13	5	61395.17	5					9	4500.00	6	\$64,494.48	\$72,219.20	1/1/2018	
1032780	HAGELBARGER, THERESA	12	2	50416.26								3	\$52,937.73	\$52,937.73		
1029231	HARRIZON, ROSA	10	3	48144.33	2.5							4	\$50,547.60	\$51,811.29		
2306263	HARVEY, ELIZABETH	12	1	47973.60								2	\$50,416.26	\$50,416.26	5/1/2018	
1027710	HERMEN, LISA A.	8	3	44191.39	2.5					2		4	\$46,450.21	\$24,055.74	50%	
2114409	HERNANDEZ, BLANCA	4	1	34617.68			5					2	\$36,324.92	\$38,141.17		
1027651	HERRERA, MELVEN	4	4	40067.73	7.5		7.5					5	\$42,090.16	\$48,403.68		
2232948	KANG, HELEN	15	2	59005.04								3	\$61,973.01	\$61,973.01		
1697133	KAVEH, HAYDEH	16	2	62629.64						1	500.00	3	\$65,728.93	\$66,228.93		
2339619	KAWA, KEVIN	16	1	59635.39								2	\$62,629.64	\$62,629.64		
1239034	KAWAFUCHI, EMLY	11	1	45583.45								2	\$47,855.39	\$47,855.39	1/1/2018	
1030800	KAY, TREVOR	15	2	59005.04	5					1	5	1750.00	3	\$61,973.01	\$66,821.66	6/1/2018
2285921	KINDRED, NAKIESHA	10	2	45846.10								3	\$48,144.33	\$48,144.33	1/1/2018	
2278747	LAM, NATALIE	11	4	52793.28								5	\$55,446.07	\$55,446.07		
2338935	LAMMOGLIA, FERNANDO	17	1	63168.06								2	\$66,333.05	\$66,333.05		
1646867	LANDA, ALEJANDRA	13	4	58479.73								5	\$61,395.17	\$61,395.17		
2296706	LEHMAN, CANDICE	12	1	47973.60								2	\$50,416.26	\$50,416.26	3/1/2018	
1855205	LEWIS, CAMMIE	13	1	50495.07								2	\$53,003.39	\$53,003.39	3/1/2018	
1482197	LOPEZ DE LA LUZ, BASTI	15	1	56207.76								2	\$59,005.04	\$59,005.04	1/1/2018	
1061446	LOPEZ, SONIA	8	5	48774.70								6	\$51,217.35	\$51,217.35	1/1/2018	
2264736	LOTT, GLENN	13	3	55656.20								4	\$58,479.73	\$58,479.73		
1511949	LOZANO ARRIAGA, ERICK	13	4	58479.73						4	2000.00	5	\$61,395.17	\$63,395.17		
2098323	LUNA, MIGUEL	15	2	59005.04								3	\$61,973.01	\$61,973.01		
1774038	MACIAS, JAZMIN	10	1	43639.80								2	\$45,846.10	\$45,846.10	1/1/2018	
2046830	MADRIGAL, MARIA	12	1	47973.60								2	\$50,416.26	\$50,416.26	3/1/2018	
1028043	MARTHELL, MONIQUE	5	3	39424.23	5							4	\$41,394.13	\$43,463.84		
1923718	MARTINEZ MENDOZA, ELVIA	5	1	35747.08								2	\$37,546.25	\$37,546.25	4/1/2018	
1030580	MARTINEZ, LORETTA	8	2	42090.16			5					3	\$44,191.39	\$46,400.96		
1208048	MCADAM, JUSTIN	8	4	46450.21						6	3000.00	5	\$48,774.70	\$51,274.70		
1181555	MCCOY, KAREN	12	5	58400.92								6	\$61,290.12	\$61,290.12		



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: June 11, 2018
Re:	Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and CSEA Chapter 888 (Child Development Teachers)	
Action:	Request for Approval	

**BACKGROUND**

Negotiations between the District and CSEA Chapter 888 have been completed. The proposed agreement is now presented to the Board of Trustees for approval.

**ANALYSIS**

The fiscal implications of the proposed contract are presented on the attached disclosure form.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the collective bargaining agreement with CSEA Chapter 888 for the period of July 1, 2017 through June 30, 2018.

Fiscal Impact: Presented on Attached Disclosure Form	Board Date: June 11, 2018
Prepared by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**TENTATIVE AGREEMENT  
 BETWEEN  
 THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
 AND ITS RSCCD CDC, CHAPTER 888  
 AND  
 THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
 2017-2018  
 Reopener  
 May 1, 2018**

Article 8 - WAGES AND HOURS

8.1 Salary

~~8.1.1 District shall increase the salary/wage amounts as shown in Appendices "C" and "D" by 1.55% effective January 1, 2016.~~

**8.1.1. The salary schedule for 2017/2018 shall be increased by 2% on schedule retroactive to July 1, 2017 and the District shall make a one-time off schedule payment of \$1650 to be paid before June 30, 2018.**

**8.1.2 The district shall increase the salary base by \$1700 for 2018/2019.**

ARTICLE 11 - HEALTH AND WELFARE

11.5 Insurance Premiums

The portion of the premium paid by the District will be referred to as the District's actual cost. The base figure for each succeeding year will be the District's actual cost for the immediate preceding year. As of **July 1, 2018** ~~For 2015/2016, the maximum District contribution, based upon the table below is \$14,220.00.~~ **\$16,320**

For 2018/2019 ~~2015/2016~~ the District shall contribute for each level of medical/dental coverage, the amount presented below. All additional premium costs in excess of the Total District Contribution shall be paid by the employee through payroll deduction.

2018-2019	District Contribution (Per contract)	Cash Benefit	District Total Contribution
<b>HMO Medical &amp; HMO Dental</b>			
Employee Only	\$ 8,004.00	\$ 1,500.00	\$ 9,504.00
Employee + 1	\$ 14,424.00	\$ 1,500.00	\$ 15,924.00
Employee +2	\$ 16,320.00	\$ 1,500.00	\$ 17,820.00
<b>PPO Medical &amp; PPO Dental</b>			
Employee Only	\$ 12,444.00	\$ 1,500.00	\$ 13,944.00
Employee + 1	\$ 16,320.00	\$ 1,500.00	\$ 17,820.00
Employee +2	\$ 16,320.00	\$ 1,500.00	\$ 17,820.00



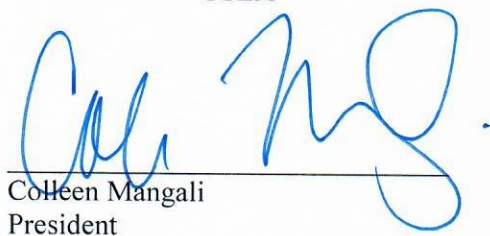
<b>HMO Medical &amp; PPO Dental</b>			
<b>Employee Only</b>	\$ 8,052.00	\$ 1,500.00	\$ 9,552.00
<b>Employee + 1</b>	\$ 14,532.00	\$ 1,500.00	\$ 16,032.00
<b>Employee +2</b>	\$ 16,320.00	\$ 1,500.00	\$ 17,820.00
<b>PPO Medical &amp; HMO Dental</b>			
<b>Employee Only</b>	\$ 11,808.00	\$ 1,500.00	\$ 13,308.00
<b>Employee + 1</b>	\$ 16,320.00	\$ 1,500.00	\$ 17,820.00
<b>Employee +2</b>	\$ 16,320.00	\$ 1,500.00	\$ 17,820.00
<b>Kaiser Medical &amp; PPO Dental</b>			
<b>Employee Only</b>	\$ 8,052.00	\$ 1,500.00	\$ 9,552.00
<b>Employee + 1</b>	\$ 14,532.00	\$ 1,500.00	\$ 16,032.00
<b>Employee +2</b>	\$ 16,320.00	\$ 1,500.00	\$ 17,820.00
<b>Kaiser Medical &amp; HMO Dental</b>			
<b>Employee Only</b>	\$ 8,004.00	\$ 1,500.00	\$ 9,504.00
<b>Employee + 1</b>	\$ 14,424.00	\$ 1,500.00	\$ 15,924.00
<b>Employee +2</b>	\$ 16,320.00	\$ 1,500.00	\$ 17,820.00

#### 11.6 Additional Benefits

The District will decrease ~~increase~~ its contribution from ~~\$2,200 to \$3,200~~ **\$3200 to \$1500** per year per eligible full-time contract employee to be utilized toward dependent coverage, or other approved deductions consistent with IRS regulations, effective **July 1, 2018** ~~July 1, 2015~~.

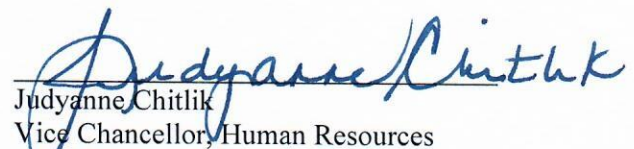
Signed May 3, 2018

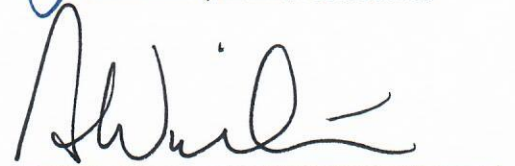
CSEA

  
 Colleen Mangali  
 President

  
 Matthew Phutisatayakul  
 CSEA Labor Relations Representative

District

  
 Judyanne Chitlik  
 Vice Chancellor, Human Resources

  
 Alistair Winter  
 Asst.-Vice Chancellor, Human Resources

**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

**Rancho Santiago Community College District**

Name of Bargaining Unit: CSEA Chapter 888

The proposed agreement covers the period beginning July 1, 2017 and ending June 30, 2018  
and will be acted upon by the Governing Board at its meeting on May 14, 2018

**A. Proposed Change in Compensation**

Compensation		Fiscal Impact of Proposed Agreement			
		Current Year 2017-18	Year 2 2018-19	Year 3 2019-20	
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-)	\$21,824	\$0	\$0
2.	Salary Schedule Increase (Decrease)	Cost (+/-) 2.00% increase base by \$1,700	\$29,460	\$57,800	\$0
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) FRINGE BENEFITS	Cost (+/-) decrease from \$3,200 to \$1,500	\$56,100	\$0 (\$57,800)	\$0
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-)	\$23,420	\$9,410	\$0
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-)	\$0	\$23,100	\$0
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-)	\$130,804	\$32,510	\$0
7.	Total Number of Represented Employees		34	34	0
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-)	\$3,847	\$956	#DIV/0!
9.	Total Compensation %		7.83%	*	%

Please include comments and explanations as necessary: 2.00% on-schedule salary increase retroactive to 07/01/2017. One time off schedule payment of \$1,650 to be paid before June 30, 2018.  
The district maximum contribution for insurance premiums increase from \$14,220 to \$16,320 effective 7/1/2018.  
The district shall increase the salary base by \$1,700 for FY 2018/19 and reduce the cash fringe benefit by \$1,700 (from \$3,200 to \$1,500).

\* These costs are in addition to any potential settlement made for FY 2018/19.

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)**

None

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**C. What are the specific impacts on instructional and support programs to accommodate settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations?**

None

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**D. What contingency language is included in the proposed agreement (reopeners, etc.)?**

None

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**E. Source of Funding for Proposed Agreement**

1. Current Year

Child development allocation, federal grant funds and fees.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Child development allocation, federal grant funds and fees.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

N/A

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

**1. State Reserve Standard**

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	N/A
b. State Standard Minimum Reserve Percentage for this District	N/A
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$50,000 for a district with less than 1,001 ADA)	N/A

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unappropriated Amount	N/A
c. Special Reserve Fund (J-207) Budgeted Designated for Economic Uncertainties	N/A
d. Special Reserve Fund (J-207) Budgeted Unappropriated Amount	N/A
e. Article XIII B Fund (J-241) Budgeted Designated for Uncertainties	N/A
f. Article XIII B Fund (J-241) Budgeted Unappropriated Amount	N/A
g. Total District Budgeted Unrestricted Reserves	N/A

**3. Do unrestricted reserves meet the standard minimum reserve amount? Yes  No**

**G. Certification**

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5</p>	
<p>_____</p> <p>District Chancellor</p>	<p>_____</p> <p>Date</p>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: June 11, 2018
Re:	Approval of Agreement with Liebert Cassidy Whitmore for Professional Legal Services	
Action:	Request for Approval	

**BACKGROUND**

Since 1998, the District has been utilizing Liebert Cassidy Whitmore (LCW) for general legal services and representation as needed. In addition, the District utilizes the firm with union negotiations as needed.

**ANALYSIS**

Liebert Cassidy Whitmore provides representation and legal advice in issues related to employment, labor, negotiations, litigation, mediations, and other business issues.

Hourly rates for general legal services range from \$340 per hour for shareholders; \$310 per hour for senior counsel; \$210-290 per hour for associates; \$130-170 per hour for paralegals and \$80-125 for litigation support. The district will pay for the actual and ordinary costs for reasonable expenses without any premiums or markups. Liebert Cassidy Whitmore has agreed to obtain written approval of the district prior to charging the district for travel time.

This agreement has been reviewed and approved by Ruben Smith, Esq., General Counsel to the Board of Trustees of Rancho Santiago Community College District and recommended for approval.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Human Resources or a designee to renew the agreement for professional services between Rancho Santiago Community College District and Liebert Cassidy Whitmore for the period of July 1, 2018 through June 30, 2020 as presented.

Fiscal Impact: Legal fees based upon utilization	Board Date: June 11, 2018
Prepared by: Alistair Winer, Assistant Vice Chancellor, Human Resources	
Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

# Rancho Santiago Community College District

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2018, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and LIEBERT CASSIDY WHITMORE (the "FIRM").

### RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### **1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin on July 1, 2018 and shall continue thereafter until June 30, 2020 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### **2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide legal service and representation as may be requested by the DISTRICT. The FIRM shall represent the DISTRICT in providing legal advice and representation in preventive risk counseling, negotiations, mediations, arbitrations, litigation, related to employment, labor, education and general business, and as otherwise requested by DISTRICT.

### 3. THE FIRM'S SERVICES AND RESPONSIBILITIES

- a. **Supervising Attorney:** The FIRM appoints J. Scott Tiedemann as the “Supervising Attorney” for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.
- b. **Legal Representation:** The FIRM shall provide the DISTRICT with timely, high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT.
- c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. **Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work.
- e. **Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
  - i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. **Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT’s Board adopted the Board Policy 3821 Gift Ban Policy.



“5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

*a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.”*

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

#### 4. THE DISTRICT'S RESPONSIBILITIES:

- a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

#### 5. COMPENSATION:

- a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement.

After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. **The Firm shall first submit its invoices to DISTRICT's General Counsel for review.** The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT will make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the DISTRICT. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the

extent to which services are terminated or suspended and the effective date of the termination or suspension.

- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

- b. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- c. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review. The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:  
Dr. Raúl Rodríguez, Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: rodriguez\_raul@rsccd.edu

To the FIRM:  
J. Scott Tiedemann, Esq.  
Liebert Cassidy Whitmore, a Professional Corporation  
6033 W. Century Blvd., 5<sup>th</sup> Floor  
Los Angeles, CA 90045  
EMAIL: stiedemann@lcwlegal.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.

10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or

damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of DISTRICT. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT

**11. INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

a. Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.

ii. The above insurance must be provided or written on an occurrence basis.

b. Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

c. Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.

d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

**12. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or

association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

13. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

**[Signatures to follow on the next page]**

**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS SET FORTH HEREINABOVE:

**LIEBERT CASSIDY WHITMORE**, a Professional Corporation

By:   
\_\_\_\_\_  
J. Scott Tiedemann, Esq.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

Approved as to Form:

**AlvaradoSmith, a  
Professional Law Corporation**

By: \_\_\_\_\_  
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
DISTRICT BILLING REQUIREMENTS

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The FIRM is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Approval and Payment**

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual

time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls



must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT. Any invoice over \$1,000.00 in costs will be sent to DISTRICT for payment.

**D. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees.

Unless authorized in writing in advance by

the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

**E. Maximum Allowable Charges**

The following guidelines are provided

regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **F. Travel**

Prior to charging the District for travel time, the FIRM must obtain the written approval of the DISTRICT. Travel that is not preapproved in writing shall not be charged to the District. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel

time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

#### **G. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be

common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest

issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<b>Hourly Rates (Billed at .10 minute increments)</b>	
SHAREHOLDERS	\$340/hr
SENIOR COUNSEL	\$310/hr
ASSOCIATES	\$210-\$290/hr
PARALEGALS	\$130-\$170/hr
LITIGATION SUPPORT	\$80-\$125/hr

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at preapproved rates, plus costs.

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

CCLC Student Trustee Workshop 1 Board Member  
San Francisco, CA – August 10-12, 2018 (Elizabeth M. Weber)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES 1 Board Member  
PUBLIC POLICY & ADVOCACY COMMITTEE (Phillip Yarbrough)  
MEETING  
New York City, New York – October 23, 2018

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES 2 Board Members  
LEADERSHIP CONGRESS (Claudia Alvarez)  
New York City, New York – October 24-27, 2018 (Phillip Yarbrough)