

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Monday, October 14, 2019**  
**Santiago Canyon College (SCC)**  
**8045 E. Chapman Ave., Room H-106**  
**Orange, CA 92869**

**District Mission**

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

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

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

**Americans with Disabilities Acts (ADA)**

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

**A G E N D A**

**1.0 PROCEDURAL MATTERS**

**4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

**Action**

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of September 23, 2019

**Action**

1.6 Approval of Consent Calendar

**Action**

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

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

1.7 Recognition of Faculty by Board of Trustees

1.8 Presentation on Santiago Canyon College International Student Program

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

2.2 Reports from College Presidents

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

2.5 Report from Classified Representative

2.6 Reports from Academic Senate Presidents

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Policy Committee
- Board Safety & Security Committee
- Orange County Community Colleges Legislative Task Force

**3.0 INSTRUCTION**

- \*3.1 Approval of Educational Affiliation Agreement Renewal with Alliance of Abilities, dba Harbor House, and Integrity House Action  
The administration recommends approval of the educational affiliation agreement renewal with Alliance of Abilities, dba Harbor House, and Integrity House located in Santa Ana, California, as presented.
- \*3.2 Approval of Student Clinical Experience Agreement with Children's Hospital Los Angeles (CHLA) and CHLA Teaching Clinics, LLC Action  
The administration recommends approval of the student clinical experience agreement with CHLA and CHLA Teaching Clinics LLC located in Los Angeles, California, as presented.
- \*3.3 Approval of Rancho Santiago Community College District Educational Services Agreement with City of Carlsbad Fire and Police Departments Action  
The administration recommends approval of the RSCCD educational services agreement with the City of Carlsbad Fire and Police Departments located in Carlsbad, California, as presented.
- \*3.4 Approval of Service Agreement with Fusion Sport Inc. Action  
The administration recommends approval of the service agreement with Fusion Sport Inc. located in Boulder, Colorado, as presented.

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

- \*3.5 Approval of Agreement for Vocational Use of Salvage Parts with Hyundai Motor America Action  
The administration recommends approval of the agreement for vocational use of salvage parts with Hyundai Motor America located in Fountain Valley, California, as presented.
- \*3.6 Approval of Rancho Santiago Community College District Professional Services Agreement with Cambridge West Partnership, LLC Action  
The administration recommends approval of the RSCCD professional services agreement with Cambridge West Partnership, LLC located in Tustin, California, as presented.
- \*3.7 Approval of Sponsorship Agreement with Bottling Group, LLC and Its Affiliates and/or Respective Subsidiaries Collectively Comprising Pepsi Beverages Company (“Pepsi”) Action  
The administration recommends approval of the sponsorship agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (“Pepsi”) located in Aliso Viejo, California, as presented.
- \*3.8 Approval of Nuventive Master Software and Professional Services Agreement with Nuventive, LLC Action  
The administration recommends approval of the Nuventive master software and professional services agreement with Nuventive, LLC located in Pittsburg, Pennsylvania, as presented.
- \*3.9 Approval of Agreement with Educational Testing Services to Create State Approved High School Equivalency Examination Test Center Action  
The administration recommends approval of the agreement with Educational Testing Services to create a state approved high school equivalency examination test center.

#### **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 September 11, 2019, to October 1, 2019.
- \*4.3 Approval of Amendment to Agreement with Marx Okubo Associates, Inc. for District-wide Access Compliance Consulting Services for Various Sites Action  
The administration recommends approval of the amendment to the agreement with Marx Okubo Associates, Inc. for district-wide access compliance consulting services for various sites as presented.

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

- \*4.4 Approval of Change Order #1 for Kazoni, Inc. dba Kazoni Construction for Bid #1372 for Child Development Center (CDC) Improvements Phase 3 at Santa Ana College (SAC) Action  
The administration recommends approval of change order #1 for Kazoni, Inc. dba Kazoni Construction for Bid #1372 for CDC improvements Phase 3 at SAC as presented.
- \*4.5 Acceptance of Completion of Bid #1372 for Child Development Center Improvements Phase 3 at Santa Ana College and Approval of Recording a Notice of Completion Action  
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- \*4.6 Approval of Additional Ad Hoc Consulting Services with Tyler Technologies Action  
The administration recommends approval of the additional ad hoc consulting services with Tyler Technologies as presented.
- \*4.7 Approval of California Multiple Award Schedule (CMAS) Contract 3-16-36-0052B to Konica Minolta Business Solutions U.S.A., Inc. Action  
The administration recommends approval of the district's use of the CMAS 3-16-36-0052B including any future renewals, extensions, supplements and modifications offered by Konica Minolta Business Solutions as the vendor as presented.
- \*4.8 Approval of CMAS Contract 4-13-56-0055A to Mohawk Resources, Ltd. Action  
The administration recommends approval of the district's use of CMAS Contract #4-13-56-0055A, including any future renewals, extensions, supplements and modifications offered by Mohawk Resources Ltd. as the vendor as presented.
- \*4.9 Approval of Vendor Name Change Action  
The administration recommends approval of the name change request from Gotcha Media Holdings, Inc. to Rivet Campus Media 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 Adult Education Program (SAC & SCC) \$3,160,444
  - Workforce Innovation and Opportunity Act, Title II - \$2,752,190
  - Adult Education and Family Literacy Act (SAC & SCC)

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

- \*5.2 Approval of Sub-Agreement between RSCCD and Cerritos Community College District/Cerritos College for Fiscal Agent for Key Talent Administration and Sector Strategy Fiscal Agent 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.
- \*5.3 Approval of Grant Sub-Agreement between RSCCD and Bardic Systems Incorporated for Integrated Technology – Data Services Program 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.
- \*5.4 Approval of Sub-Agreement between RSCCD and Mt. San Antonio Community College District for Technical Assistance Providers for Contract Education funded by Fiscal Agent Key Talent Administration and Sector Strategy 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.
- \*5.5 Approval of Correction to Sub-Agreement between RSCCD and The Regents of University of California for California Education Learning Lab 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.
- \*5.6 Adoption of Resolution No. 19-23 for Emergency Closure at Santa Ana College Action  
The administration recommends adoption of Resolution No. 19-23 certifying that the SAC Early Childhood Education Center was closed on September 16, 2019, due to a mandatory emergency closure of the college campus.
- 5.7 Review of Santa Ana College and Santiago Canyon College Updated Priorities for Proposed Bond Information  
It is recommended that the board review the SAC and SCC updated priorities for a proposed bond.

- 5.8 First Reading of Board Policies Information  
The following board policies (BP) are presented for a first reading as an information item:

- BP 4110 Honorary and Posthumous Degrees and Certificates
- BP 5220 Shower Access for Homeless Students (NEW)

- 5.9 Adoption of Board of Trustees Annual Self-Evaluation Instrument, List of Designated Recipients and Self-Evaluation Timeline Action  
The administration recommends adoption of the self-evaluation survey instrument, the list of designated individuals who will receive the survey and the self-evaluation timeline as presented.

- 5.10 Board Member Comments Information

### **RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources  
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association (CEFA)  
Unrepresented Management Employees
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
  - a. Chancellor Contract
  - b. Chancellor Goals
4. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)  
Property: Centennial Education Center/Centennial Park  
2900 W. Edinger Avenue, Santa Ana, California  
Agency Negotiators: Marvin Martinez, Chancellor, Rancho Santiago Community College District  
Negotiating Parties: City of Santa Ana  
Under Negotiation: Price and Terms of Payment
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

## **RECONVENE**

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

#### **Public Comment**

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

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

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

## **6.0 HUMAN RESOURCES**

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

**Action**

- Approval of Extensions of Interim/Short-term Assignment
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Final Salary Placements
- Approval of Adjusted Final Salary Placements
- Approval Beyond Contract/Overload Stipends
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Intern Services

### **6.2 Classified Personnel**

**Action**

- Approval of New Appointments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position/Location
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Short Term Assignments
- Approval of Changes in 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 Community College District and Faculty Association of Rancho Santiago Community College District

It is recommended that the board approve the collective bargaining agreement between RSCCD and FARSCCD for the period of July 1, 2019, through June 30, 2022.

6.4 Authorization for Board Travel/Conferences

Action

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

6.5 Adoption of Resolution No. 19-24 authorizing payment to Trustee Absent from Board Meetings

Action

This resolution requests authorization of payment to Nelida Mendoza for her absence from the September 23, 2019, board meeting due to illness.

7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on October 28, 2019, at Santa Ana College, 1530 W. 17<sup>th</sup> Street, Phillips Hall, Santa Ana, California.

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

**2323 North Broadway, #107**

**Santa Ana, CA 92706**

**Board of Trustees**

**(Regular meeting)**

**Monday, September 23, 2019**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:37 p.m. by Phillip Yarbrough. Other members present were Ms. Claudia Alvarez, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, and Mr. Theodore Moreno. Ms. Arianna Barrios arrived at the time noted. Ms. Nelida Mendoza was not present due to illness.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Narges Rabii-Rakin, President, Faculty Association of Rancho Santiago Community College District (FARSCCD).

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Public Comment

Ms. Rabii-Rakin spoke regarding settling a tentative agreement between the District and FARSCCD.

1.5 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Mr. Labrado to approve the minutes of the regular meeting held September 9, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

## 1.6 Approval of Consent Calendar

It was moved by Mr. Hernandez and seconded by Mr. Labrado to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 3.2 (Standard Multi-Tenant Office Lease - Gross Lease with Santora Group LLC, a California Limited Liability Company and KET Glenoaks LLC, a California Limited Liability Company) which was removed from the Consent Calendar by Mr. Hernandez. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

### 3.1 Approval of Memorandum of Understanding (MOU) with Santa Ana Unified School District (SAUSD)

The board approved the MOU with SAUSD as presented.

### 3.3 Approval of RSCCD Professional Services Agreement with Gate Languages

The board approved the RSCCD professional services agreement with Gate Languages located in Huntington Beach, California, as presented.

### 3.4 Approval of RSCCD Professional Services Agreement with The Treasury Creative Studios

The board approved the RSCCD professional services agreement with The Treasury Creative Studios located in Orange, California, as presented.

### 3.5 Approval of Professional Services Agreement with Interact Communications, Inc. for Online Career Technical Education (CTE) Pathways Marketing Campaign

The board approved the professional services agreement with Interact Communications, Inc. for an online CTE pathways marketing campaign as presented.

### 4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

### 4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers from July 1, 2019, to September 10, 2019.

### 4.3 Approval of 2018-2019 CCFS-311 Annual Budget and Financial Report, including Gann Appropriation Limit

The board approved the 2018-2019 CCFS-311 annual budget and financial report as presented pending any audit adjustments and establishing the District’s 2019-2020 Gann Appropriations Limit in the amount of \$266,450,015.

1.6 Approval of Consent Calendar (cont.)

4.4 Approval of Agreement with SVA Architects, Inc. for Architectural Services for Campus Entrance Improvements – Phase 1 Preliminary Schematic Design Phase at Santa Ana College (SAC)

The board approved the agreement with SVA Architects, Inc. for architectural services for campus entrance improvements – Phase 1 preliminary schematic design phase at SAC as presented.

4.5 Approval of Surplus Property

The board approved declaring the list of equipment as surplus property and utilizing The Liquidation Company to conduct an auction as presented.

4.6 Approval of Donation of Surplus Items

The board approved the donation of surplus items to Orange Unified School District and Garden Grove Unified School District as presented.

4.8 Approval of Purchase Orders

The board approved the purchase order listing for the period July 14, 2019, through August 17, 2019.

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:

- Nursing Program Support Grant (SAC) \$207,358
- Upward Bound – Math & Science Program – Year 3 (Santiago Canyon College [SCC]) \$287,537
- Upward Bound – Veterans Program – Year 3 (SAC) \$287,537

5.2 Approval of Sub-Agreement between RSCCD and Orange County Business Council for Strong Workforce Program – Regional Funds 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 First Amendment to Sub-Agreement between RSCCD and Sonoma County Junior Community College District for Sector Navigator – Retail/Hospitality/Tourism Grant

The board approved the first amendment to 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.)

5.4 Approval of Professional Services Agreement with Dan Watanabe for Sector Navigator – Information Communication Technology (ICT)/Digital Media – Industry Sector Projects in Common Funded by Key Talent Administration and Sector Strategy Fiscal Agent Grant

The board approved the professional services Agreement with Dan Watanabe 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 Agreement between RSCCD and Economic Modeling, LLC of Moscow, Idaho (“Emsi”) for Strong Workforce Program – Regional Funds Initiative

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.

5.6 Approval of Professional Services Agreement with Altrex Performance Solutions

The board approved the professional services agreement with Altrex Performance Solutions 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.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

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

Ms. Barrios arrived near the end of the Chancellor’s report.

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. John Hernandez, President, Santiago Canyon College  
Dr. Linda Rose, President, Santa Ana College

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

2.3 Report from Student Trustee

Mr. Moreno provided a report to the board.

#### 2.4 Reports from Student Presidents

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

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

#### 2.5 Report from Classified Representative

There was no representation from classified staff.

#### 2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

#### 2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the September 23, 2019, Board Policy Committee meeting.

Mr. Hernandez provided a report on the September 12, 2019, Orange County Community Colleges Legislative Task Force meeting.

### 3.0 INSTRUCTION

Items 3.1, 3.3, 3.4, and 3.5 were approved as part of Item 1.6 (Consent Calendar).

#### 3.2 Approval of Standard Multi-Tenant Office Lease - Gross Lease with Santora Group LLC, a California Limited Liability Company and KET Glenoaks LLC, a California Limited Liability Company

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve the standard multi-tenant office lease - gross lease with Santora Group LLC, a California limited liability company and KET Glenoaks, LLC, a California limited liability company located in Newport Beach, California, as presented. Mr. Hernandez indicated Dr. Lamb addressed his concerns. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

### 4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1 through 4.6, and 4.8 were approved as part of Item 1.6 (Consent Calendar).

4.7 Adoption of Resolution No. 19-21 for Conflict of Interest Code

It was moved by Ms. Alvarez and seconded by Mr. Hernandez to adopt Resolution No. 19-21 for Conflict of Interest Code as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

**5.0 GENERAL**

Items 5.1 through 5.6 were approved as part of Item 1.6 (Consent Calendar).

5.7 Adoption of Resolution 19-22 for Support of Undocumented Students Week of October 14-18, 2019

It was moved by Ms. Alvarez and seconded by Mr. Hernandez to adopt Resolution No. 19-22 for Support of Undocumented Students Week of Action October 14-18, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

5.8 Review of Santa Ana College and Santiago Canyon College Updated Priorities for Proposed Bond

The board reviewed the SAC and SCC updated priorities for a proposed bond and received clarification on items on the list from staff.

5.9 Board Member Comments

Ms. Alvarez congratulated SAC staff and SAC Foundation staff for the President’s Circle event held on September 12, and expressed appreciation for the students who spoke at the event. She asked if the student who began her education at Centennial Education Center (CEC) would be able to speak on behalf of CEC at the City of Santa Ana Council meeting on October 15.

Ms. Alvarez congratulated Mr. Hanna on his assistance in obtaining a grant in Behavioral Sciences for SAC.

Mr. Yarbrough reported he also attended the President’s Circle event.

Mr. Hernandez reported that he attended the SAC football game against Fullerton College, and congratulated SCC’s Women’s soccer team on an undefeated season so far and a first place winner in cross country.

5.9 Board Member Comments (cont.)

Mr. Hernandez asked the chancellor to respond to his email regarding athletic fields.

Mr. Hanna reported that he recently visited SAC's art gallery and asked that a reception be held with City of Santa Ana Councilmembers and the Consulate of Mexico in Santa Ana during the Mexican art exhibit that runs through November 14.

Mr. Moreno had a student share with him how thankful she was for Santa Ana College and the opportunities the college provided her.

**RECESS TO CLOSED SESSION**

The board convened into closed session at 7:25 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
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

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

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources  
Employee Organizations: Faculty Association of Rancho Santiago Community College District  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association (CEFA)  
Unrepresented Management Employees
4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
  - a. Chancellor Contract
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
6. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)  
Property: Centennial Education Center/Centennial Park  
2900 W. Edinger Avenue, Santa Ana, California  
Agency Negotiators: Marvin Martinez, Chancellor, Rancho Santiago Community College District  
Negotiating Parties: City of Santa Ana  
Under Negotiation: Price and Terms of Payment

7. Status of City of Santa Ana Police Department Investigation of Santa Ana College Incident (pursuant to Government Code 54957 [a])

Mr. Moreno left the meeting at this time.

**RECONVENE**

The board reconvened at 8:42 p.m.

**Closed Session Report**

Mr. Hernandez reported during closed session the board discussed public employment, existing litigation, labor negotiations, the chancellor's contract, public employee discipline/dismissal/release, real property negotiations, and the status of the City of Santa Ana Police Department investigation of the SAC incident; and the board took action to release a 19-hour part-time District Safety Officer with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

**Public Comment**

There were no public comments.

**6.0 HUMAN RESOURCES**

6.1 **Management/Academic Personnel**

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

- Approve Extensions of Interim/Short-term Assignment
- Ratify Resignations/Retirements
- Approve 2019-2020 CEFA Permanent Hourly Salary Schedule Effective August 12, 2019
- Approve Beyond Contract/Overload & Summer Stipends
- Approve Leaves of Absence
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record

## 6.2 Classified Personnel

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

- Approve New Appointments
- Approve Professional Growth Increments
- Approve Longevity Increments
- Approve Out of Class Assignments
- Approve Changes in Salary Placement
- Ratify Resignations/Retirements
- Approve Short Term Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for Ongoing Assignment
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Volunteers
- Approve Student Assistant Lists

## 6.3 Approval of Services Agreement with NEOGOV

It was moved by Ms. Barrios and seconded by Ms. Alvarez to approve the services agreement with NEOGOV as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

## 6.4 Approval of Fringe Benefit Providers for Calendar Year 2020

It was moved by Ms. Barrios and seconded by Ms. Alvarez to approve the renewal of the insurance programs at the negotiated rates and authorization be given to the Chancellor or his designee to enter into appropriate agreements with the list of companies for the period of January 1, 2020, to December 31, 2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

## 6.5 Authorization for Board Travel/Conferences

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

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on October 14, 2019, at Santiago Canyon College, 8045 E. Chapman Avenue, Room H-106, Orange, California.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 8:44 p.m.

Respectfully submitted,

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Marvin Martinez, Chancellor

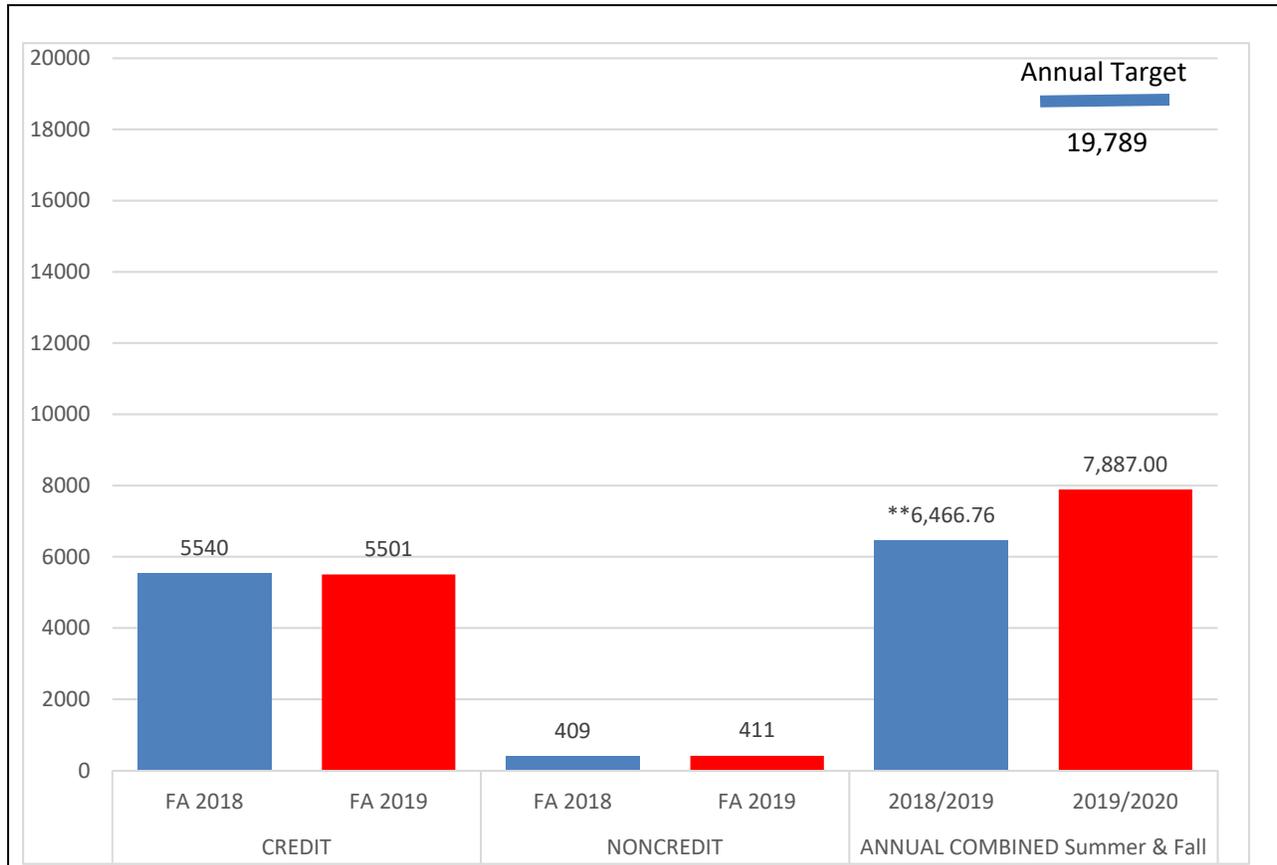
Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: October 14, 2019



## SAC 2019/2020 Fall Enrollment Report

\*Date: 09/19/19



### FTES Target

Terms	2019/2020	DIFF	PCT
Credit FA Target	6860.00		
Credit FA Projection	6792.00	-68.00	-1%
Noncredit FA Target	1683.00		
Noncredit FA Projection	1683.00	0.00	0%
Annual Target	19789.00		
Annual Projection	19789.00	0.00	0%

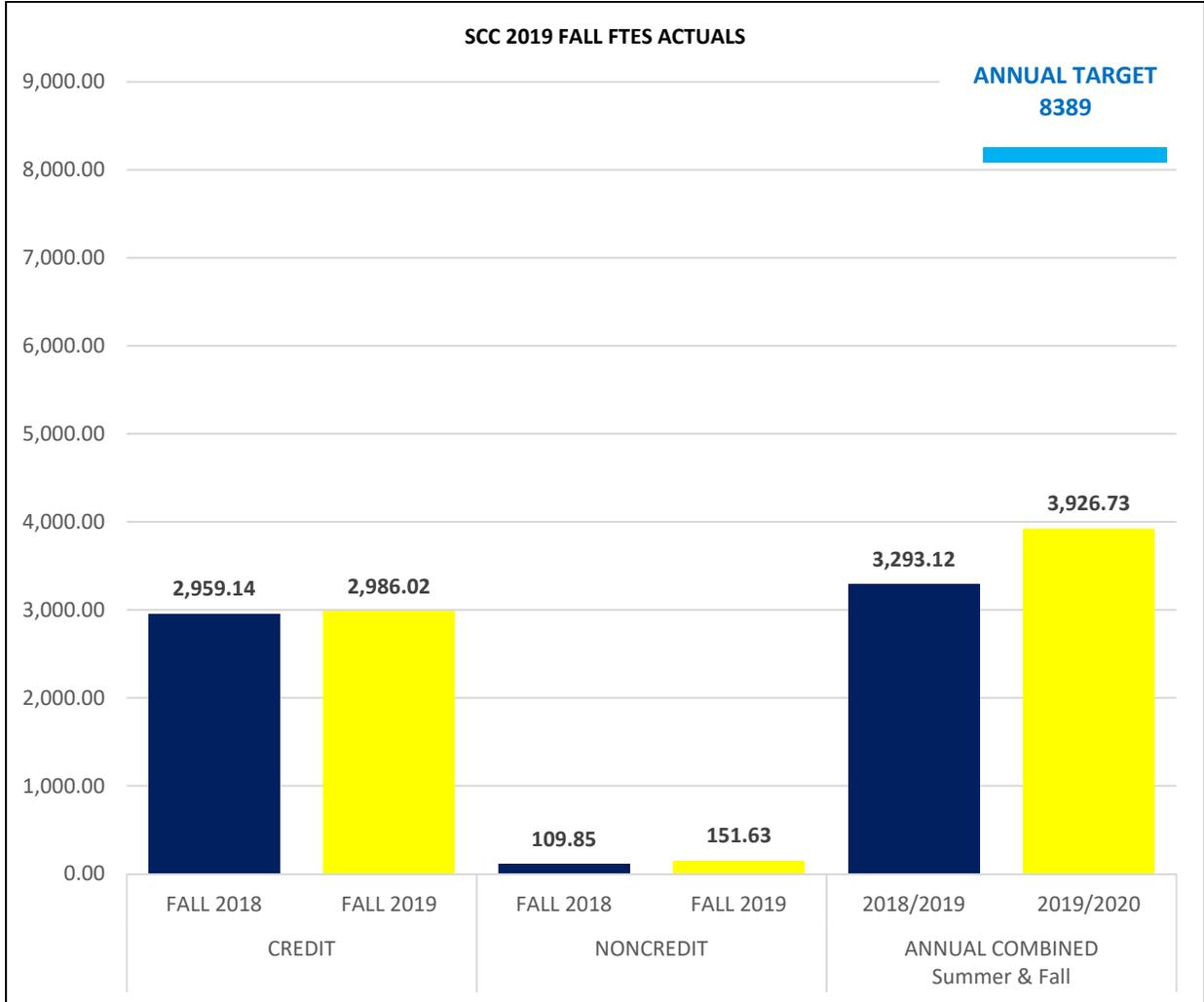
### NOTES:

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

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



**SCC 2019/2020 ENROLLMENT REPORT**  
**9/20/19**



**FTES TARGETS**

TERMS	2019/2020	DIFF	PCT
Credit Fall Target	3015		
Credit Fall Projection	3015	0	0%
Noncredit Fall Target	420		
Noncredit Fall Projection	420	0	0%
Annual Target	8389		
Annual Projection	8389	0	0%

**NOTES:**

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

SOURCE: Executive Dashboard Report

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Educational Affiliation Agreement Renewal with Alliance of Abilities, dba Harbor House, and Integrity House	
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 Alliance of Abilities, dba Harbor House, and Integrity House (“Renewal Agreement”), covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Renewal Agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Alliance of Abilities, dba Harbor House, and Integrity House, located in Santa Ana, California, as presented.

Fiscal Impact:	None	Board Date: October 14, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

# EDUCATIONAL AFFILIATION AGREEMENT

## Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Alliance of Abilities, dba Harbor House, and Integrity House (“Clinical Facility”), located at 2043 N Broadway, Santa Ana, CA 92706.

### PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

**WHEREAS**, the Clinical Facility 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 Clinical Facility that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

### PART II. GENERAL RESPONSIBILITIES OF DISTRICT

#### A. For the Program in General

1. District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District shall inform The Occupational Therapy Assistant Program students of any requirement for background checks and their responsibility of payment.
3. College agrees to designate a coordinator for program.

#### B. For Program Planning

1. District will initiate the development of mutually acceptable clinical instruction plans for using the Clinical Facility's areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the

**SAC-19-084**

*SAC OTA Standard Agreement\_01-2019*

Clinical Facility at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with Clinical Facility patient care responsibilities and/or District interests.

2. District has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected Clinical Facility personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

C. For Occupational Therapy Assistant Program Students

1. District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Clinical Facility for clinical instruction meet both District and Clinical Facility 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 OF THE CLINICAL FACILITY**

A. For the Program in General

1. Will serve as a clinical laboratory that meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of occupational therapy and shall provide an adequate number of qualified staff for the clinical education activities of students selected for clinical experience at facility
2. The administration of the service and patient care at the Clinical Facility shall be the responsibility of and under the control and supervision of the Clinical Facility and shall be administered through the Clinical Facility and shall be administered through the Clinical Facility staff.
3. The Clinical Facility will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Clinical Facility facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Clinical Facility will provide orientation for students and faculty to familiarize them with Clinical Facility policies and facilities before assigning them to duties at the Clinical Facility.
5. The Clinical Facility 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 Clinical Facility 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 Clinical Facility 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 Clinical Facility will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Clinical Facility 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 Clinical Facility.
  - a. Parking areas.
  - b. Locker, storage and dressing facilities.
  - c. Same food services as are available for Clinical Facility 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 Clinical Facility 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 Clinical Facility and the District.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

1. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows
  - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million

dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

- b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
- c. Statutory Workers' Compensation coverage for staff and students participating in the rotation.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
- e. District will provide Clinical Facility Certificates of Insurance evidencing such coverage upon request.

2. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:

- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
- b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
- c. Workers' Compensation insurance covering Clinical Facility's full liability as required by California law.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
- e. Clinical Facility will provide District Certificates of Insurance evidencing such coverage upon request.

### C. Indemnification

The District shall defend, indemnify and hold Clinic Facility harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, employees, Students, or District Instructors (if applicable).

Clinic Facility shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are

caused by or result from the negligent or intentional acts or omissions of Clinical Facility, its officers, 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 Clinical Facility employees nor shall they replace Clinical Facility 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 Clinical Facility 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 Clinical Facility regulations and must conform to the same standards as are for Clinical Facility employees in matters relating to the welfare of patients and general Clinical Facility operations.

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

- A. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect **for five (5) years** after that date unless sooner terminated by either party in accordance with this section.
- B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
- C. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
- D. Notwithstanding the foregoing, in the event the Program is discontinued by District during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

**PART VII OTHER TERMS**

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion,

sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- D. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days after mailing.

**To Clinical Facility:**

Alliance of Abilities, dba Harbor House, and Integrity House 2043  
N Broadway  
Santa Ana, CA 92706

**To College:**

Santa Ana College  
Attn: Academic Fieldwork Coordinator  
1530 West 17th Street  
Santa Ana, CA 92706

**With a copy to:**

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

- E. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

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

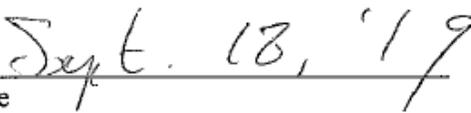
**District:**  
**Rancho Santiago Community College**  
**District**  
2323 N Broadway  
Santa Ana, CA 92706

**Clinical Facility:**  
**Alliance of Abilities, dba Harbor House,**  
**and Integrity House**  
2043 N Broadway  
Santa Ana, CA 92706

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

  
\_\_\_\_\_  
Cathy DeMello  
Executive Director

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**SAC-19-084**

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Student Clinical Experience Agreement with Children’s Hospital Los Angeles and CHLA Teaching Clinics, 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 student clinical experience agreement with Children’s Hospital Los Angeles and CHLA Teaching Clinics, LLC (“Experience Agreement”), covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Experience Agreement, shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this student clinical experience agreement with Children’s Hospital Los Angeles and CHLA Teaching Clinics LLC, located in Los Angeles, California, as presented.

Fiscal Impact:	None	Board Date: October 14, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**STUDENT CLINICAL EXPERIENCE AGREEMENT**

**Rancho Santiago Community College District**

This Student Clinical Experience Agreement (“**Agreement**”) is effective as of October 15, 2019 by and among Rancho Santiago Community College District on behalf of the Santa Ana College Occupational Therapy Assistant Program (“**School**”) and Children’s Hospital Los Angeles and CHLA Teaching Clinics, LLC (collectively, “**CHLA**”). CHLA and School may be referred to in the singular as a “**Party**” or together as the “**Parties**.”

**RECITALS**

A. CHLA is the owner and operator of an acute care pediatric hospital and related pediatric healthcare facilities located principally at 4650 Sunset Blvd, Los Angeles, California 90027 and in other locations throughout the region.

B. The School is a duly accredited institution of higher learning that grants a degree/certification in the field of SUBJECT to students who have satisfactorily completed its course of instruction.

C. The School desires the cooperation of CHLA and its staff in the development and implementation of a training experience (“**Program**”) for its students (“**Students**”); that is an integral component of the Student’s education.

D. The School will benefit from the professional services provided by the staff of CHLA.

E. CHLA has agreed to allow Students the opportunity to satisfy certain on-site training clinical requirements and professional preparation of Students, in accordance with the terms and conditions set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **CHLA Participation.** CHLA agrees to participate in School’s training of Students and to accept for training Students currently enrolled in the School pursuant to the terms and conditions set forth in this Agreement.

2. **Selection of Students and Period of Rotation.** The School shall select and assign Students to CHLA for training. CHLA reserves the right to interview any Student selected by the School prior to accepting that Student for training. Subject to the foregoing, Students selected for assignment shall be assigned to CHLA for a period of time mutually determined in advance by the Parties, which may be altered by CHLA, with consideration given to the clinical staff and space availability.

3. **The School and CHLA Mutually Agree.**

a. During the period of assignment, Students shall participate in the regular clinical experience program conducted by CHLA. The Students will be under the professional supervision of CHLA and shall be subject to all rules, regulations and policies of CHLA.

b. CHLA is an academic medical institution. As such, CHLA reserves the right to withdraw from the Program any Student who is not performing to CHLA's satisfaction, or who endangers patient safety, creates a situation of potential liability or refuses to follow CHLA's administrative or patient care policies, procedures, rules or regulations.

c. Any substance abuse or intoxication while on duty will be grounds for immediate withdrawal of a Student from the Program.

#### **4. The School's Responsibilities.**

a. The School shall send to CHLA only those Students who are (i) currently enrolled in School, or will be receiving academic credit for their participation in the Program; (ii) in good academic standing at School; and (iii) in conformance with School's requirements and qualifications for participation in the Program. All Students who participate in the Program must agree to follow CHLA's policies and procedures. The School shall have the right to select Students to participate in the Program, subject to CHLA's right to reject or terminate a Student's participation as set forth herein.

b. The School assumes full responsibility for the development, organization and implementation of the Program's curriculum. The School shall provide CHLA with the written objectives of the Program's clinical experience prior to a Student's assignment.

c. It is the School's responsibility to furnish to CHLA a list of the participating Students at least 45 days in advance of the commencement of the Program's clinical practicum or as otherwise may be agreed by CHLA. The School shall give CHLA notice of any changes thereto immediately.

d. The School warrants, represents and will assure that each Student participating in the Program will be covered for claims of professional liability with the limits and other terms and conditions as set forth below.

e. The School shall send to CHLA only those Students who have been appropriately cleared for inclusion in the Program, including a current health clearance for each Student, the sufficiency of which shall be determined by CHLA in its sole discretion. The health clearance shall include, at a minimum, current vaccination records for Tdap, MMR and varicella; a current (within one year) PPD test or chest x-ray showing no active tuberculosis; and a current flu shot (if required by CHLA during flu season). Additionally, School shall include each student's SSN in order for CHLA to perform required background and compliance screenings. The School shall ensure compliance with this Section and shall advise each Student of the requirement to forward appropriate health information to CHLA at least seventy-two (72) hours before the Student's assignment at CHLA begins. If a Student lacks required health clearances, at CHLA's option, the Student may be rejected, or their start date may be delayed.

f. The School shall assume final responsibility for the educational experience and grades of the Students. The School shall supply CHLA with an appropriate evaluation instrument for each Student's clinical education experience or accept the methods regularly used by CHLA. In the event that a Student is not classified as an intern for the purposes of applicable federal or state labor laws, School assumes full responsibility for any costs, fines, or expenses associated therewith.

g. The School shall maintain all Students' records in conjunction with the Program, including their clinical experience at CHLA, to the extent required by law.

h. The School shall designate a member of its staff (“**Administrator**”) to serve as the primary point of contact for CHLA regarding the training of its Students.

i. The School will ensure that Students are educated regarding universal precautions, blood-borne pathogens, and other appropriate OSHA standards prior to coming to CHLA premises.

j. In the event CHLA notifies School that CHLA has available scholarship funds from external sources that may be awarded in CHLA’s discretion to Students in the Program, School shall assist CHLA in determining individual Student’s eligibility for receiving the funds to support their participation in the Program. Scholarship funds, if any, shall be transferred by CHLA to School in a lump sum at the beginning of a semester and shall be applied solely by School toward payment of recipient Student’s tuition, fees required to enroll at or attend the School, and course-related expenses (such as fees, books, supplies, and equipment) required for all students attending the relevant courses at the School. Nothing in this Section shall be construed to create an obligation of CHLA to make any scholarship or grant award of any nature.

k. Upon CHLA’s request, School will ensure that Students sign and acknowledge CHLA’s standard Student training offer letter as modified from time-to-time, and return a signed copy to CHLA no later than three (3) days before Student’s expected start date.

#### **5. CHLA’s Responsibilities.**

a. CHLA shall permit use of the hospital’s Health Sciences Library by the Students, provided that Students may not borrow books.

b. CHLA will arrange for clinical experiences for the Students in patient care areas and at other sites assigned by CHLA compatible with the adopted curriculum of the Program and School’s educational goals. CHLA reserves the right, at any time, to change the assignment of a Student based on patient care considerations. CHLA will attempt to meet the objectives set forth by the School within the constraints of CHLA’s physical environment, patient load and staff availability.

c. CHLA will maintain sufficient and qualified supervisory and staff personnel in the departments where Students may be assigned for clinical experiences so that CHLA retains professional and administrative responsibility for services rendered as required by law and CHLA policy.

d. At commencement of the Program at CHLA, CHLA will orient Students to CHLA and will make available copies of CHLA’s rules, regulations, policies and procedures with which the Students are expected to comply.

e. CHLA will provide performance evaluations to the School’s Students based on observations of the Students’ knowledge, skills and behavior. CHLA will fill out School’s Student evaluation form if one is provided.

f. CHLA shall designate a member of its staff to serve as the primary point of contact for the School’s Administrator regarding the training of the Students at CHLA.

**6. No Employment Status.** CHLA’s participation in the training of the Students pursuant to this Agreement is to provide the means of fulfilling School’s specific requirements for clinical experiences. The Students are not employees of CHLA for any purpose, including salary or other payment for services, employee benefits programs, or workers’ compensation and nothing in this Agreement or any aspect of the Program shall

be deemed to create an employer-employee relationship between CHLA and any Student. It is expressly understood and agreed that CHLA shall not pay any compensation to the School, or any of its agents, or to any Student pursuant to this Agreement, and any scholarship award granted to a Student shall not be conditioned upon the performance of services for CHLA.

**7. Independent Contractor.** In the performance of the duties and obligations in this Agreement, it is mutually understood and agreed that School and CHLA are at all times and for all purposes acting and performing as independent contractors and each Party shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable such respective Party, its business, its business affairs, and its performance of its duties under or pursuant to this Agreement, including, without limitation, withholding obligations and payment of all taxes applicable to this Agreement (including payroll taxes), unemployment insurance, and any other required contributions that arise out of an employment relationship, its employees and all of its duties and obligations as an employer. Neither Party shall have the right to bind the other or to make commitments on behalf of the other Party. Nothing in this Agreement is intended nor shall be deemed or construed to create between CHLA and School any partnership, employer/employee, joint venture, agency, lease or landlord/tenant relationship or other relationship between the Parties to make either Party liable for the debts or obligations of the other. CHLA has no control over the manner or method by which School meets School's obligations under this Agreement. CHLA will not withhold for School any sums for income tax, Social Security, unemployment insurance, or any other employee withholding nor will CHLA offer School any employee benefits including, without limitation, pension benefits, workers' compensation coverage, and death or disability insurance. School shall be solely responsible for all employment related withholdings and benefits. No officer, Student, employee, agent, or servant of School shall be deemed at any time to be an employee, servant, or agent of CHLA for any purpose whatsoever. School shall, and shall require all of its personnel to, refrain from making any representations by word or conduct whereby any other person might understand or believe that such persons are employees, agents, or servants of CHLA.

**8. Medical Care for Students.** CHLA owns and operates a private, acute care pediatric hospital that provides care to pediatric patients. It is expressly understood and agreed that CHLA is not obligated to furnish any medical or surgical services to the Students, except to the extent required by law in case of a medical emergency involving a Student while at CHLA, in which case CHLA will be entitled to reimbursement from the Student or the Student's health care coverage, if any, for all medical services provided. The School shall be responsible for assuring that Students have their own health care coverage for illness or injury occurring at CHLA or resulting from their participation in the Program.

**9. Insurance.**

a. Each of the Parties shall, at its sole cost and expense, maintain a policy or policies of comprehensive general liability insurance, with per occurrence or per claim limits of at least \$2,000,000, and annual aggregate limits of at least \$4,000,000. Such limits may be met through excess/umbrella coverage. Liability coverage that is issued under a "claims made" policy that is canceled or non-renewed shall be replaced with extended reporting ("tail") insurance coverage for an unlimited period following the expiration of this Agreement insuring against claims arising out of the incidents occurring prior to termination of such coverage.

b. CHLA shall maintain professional liability coverage for itself and its employees with the limits specified in this Section. School shall maintain, or shall ensure that each Student personally maintains, professional liability coverage for each individual Student while training at CHLA of no less than \$1 million per occurrence or claim and \$3 million annually. Liability coverage that is issued under a "claims made" policy that is canceled or non-renewed shall be replaced with extended reporting ("tail") insurance

coverage for an unlimited period following the expiration of this Agreement insuring against claims arising out of the incidents occurring prior to termination of such coverage.

c. Upon request, either Party shall provide the other with a certificate evidencing the insurance coverage required by this Section. shall provide an updated certificate of insurance to CHLA prior to the expiration of the current certificate. The certificate shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, and the amounts of any policy deductibles, and shall name Children's Hospital Los Angeles as an additional insured with respect to School's general liability insurance. School shall provide not less than 30 days' prior notice to CHLA of any termination, expiration, non-renewal, cancellation, reduction or other change in the amount or scope of the coverage required under this Agreement.

#### **10. Indemnification.**

a. Notwithstanding anything to the contrary herein, to the extent applicable state law prohibits School from indemnifying CHLA as provided herein, the provisions of this Section shall not apply to either Party. School agrees to defend, indemnify, and hold harmless CHLA and its officers, employees and agents, from all acts, claims, liabilities, costs, expenses, and losses (including reasonable attorney's fees), or claims for injury or damage (collectively, "**Claims**") by whomever asserted arising out of School's performance under this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of School, its officers, employees, agents, and/or Students.

b. CHLA agrees to defend, indemnify, and hold harmless School and its officers, employees and agents, from all Claims by whomever asserted arising out of CHLA's performance of services under this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of CHLA, its officers, employees, or agents.

c. These indemnity obligations shall apply to and include the affiliated medical groups (and their respective officers, directors, employees, and agents) of CHLA and School, respectively.

#### **11. Term & Termination.**

a. This Agreement shall begin on the Effective Date and terminate on the date that is five (5) years following the Effective Date, unless sooner terminated in accordance with the terms and conditions of this Agreement.

b. Either Party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other Party, provided that if the termination is without cause, all Students currently enrolled in the Program at CHLA at the time of notice of termination shall be given the opportunity to complete the Program at CHLA.

c. This Agreement may be terminated by either Party for cause due to a material breach of this Agreement by the other Party. In such event, the non-breaching Party shall notify the breaching Party of the breach in writing, and shall give the breaching Party ten days to cure the breach ("**Cure Period**"). If the breach has not been cured before the expiration Cure Period, then the non-breaching Party shall have the option immediately terminate this Agreement.

**12. Compliance with Laws, Privacy and Safety.** Both Parties shall comply with all federal and state laws governing the confidentiality and privacy of patient health information, including, without limitation,

the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (“HIPAA”). The School shall at all times strictly comply with all applicable laws, ordinances and regulations of the federal, state and local governments and of The Joint Commission, now or hereafter in effect relating to the licensure and regulation of the School as well as CHLA policies, rules and procedures (of which CHLA shall provide the School copies upon request). For purposes of compliance with HIPAA, only the Students shall be considered part of CHLA’s “work force,” and shall receive training in, and be required to follow, CHLA’s policies and procedures respecting “protected health information”, or “PHI” as those terms are defined in HIPAA. Both Parties shall implement appropriate safeguards to prevent the use or disclosure of PHI other than in accordance with CHLA’s HIPAA policies and procedures. At CHLA’s request, School shall sign and deliver a Business Associate Agreement in a form satisfactory to CHLA. Safety is of the utmost importance to CHLA and as such, at all times while on the premises of any facility owned or operated by CHLA, School will comply with, and cause its personnel to comply with, all CHLA and Medical Staff rules, policies, and procedures.

**13. Exclusion.** School certifies to CHLA that School, its employees, subcontractors, and any entity in which School has a direct or indirect ownership interest (each, a “**School Party**”), are not now, nor have they ever been convicted of a criminal offense related to health care or excluded, debarred or otherwise deemed ineligible for participation in a “Federal health care program” as defined at 42 U.S.C. 1320a-7b(f) (or any successor statute) or in any other governmental payment program. School agrees to periodically screen each School Party for excluded individuals and entities. School shall immediately notify CHLA upon School’s receipt of any indication, whether or not official, that any School Party may be excluded or debarred from any Federal health care program, as defined above, for any reason during the term of this Agreement. The certification set forth in this Section shall be an ongoing representation and School shall notify CHLA of any change in the status of this certification.

**14. Nondiscrimination.** Neither School nor CHLA shall differentiate or discriminate against any person on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, disability, medical condition, medical history, genetics, evidence of insurability, ability to pay, claims history, or any other category not permitted under applicable state, federal or local law or regulation, or the rules and regulations of CHLA with respect to such matters

**15. Miscellaneous.**

a. **Notices.** Any notice or other communication required or permitted under this Agreement must be (i) given in writing and (ii) delivered personally or sent by overnight courier or United States postage prepaid certified mail, return receipt requested and delivered or addressed to the Parties at the address(es) set forth on the signature page hereof (or such address as may hereafter be designated by a Party by written notice thereof to the other Party). Notice shall be deemed to have been duly given on the date of receipt if delivered personally; the day of delivery as indicated by the signature on the air bill (or copy thereof) if by overnight courier; or the day of delivery as indicated on the return receipt if delivered by mail.

b. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of California, without regard to conflict of law rules. Any suit or action which arises out of or relates to this Agreement or the transactions contemplated by this Agreement shall be brought in the federal or state courts located in Los Angeles, California. Each Party hereby irrevocably and unconditionally consents to jurisdiction and venue in the courts located in Los Angeles, California, for such purposes, which shall be the exclusive and only proper forum for adjudicating such a claim.

c. **Force Majeure.** Neither Party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, acts of terrorism, disasters, or any similar cause beyond the control of either Party.

d. **Assignment and Delegation.** School may not assign, subcontract, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of CHLA. For purposes hereof, an assignment will be deemed to occur upon the sale or transfer of (i) a controlling interest in the stock of School or any entity which, either indirectly or directly, owns or controls School, or (ii) all, or substantially all, of School's assets. Any attempted assignment, subcontract, transfer or delegation of this Agreement by School without CHLA's written consent will be null and void, and will be deemed a non-curable material default of this Agreement by School, entitling CHLA to exercise any right or remedy available to CHLA at law or in equity by virtue of such default. In the event School assigns, subcontractor, transfers or delegates any of its rights or obligations under this Agreement, School will ensure that each assignee, subcontractor, transferee or delegatee fully complies with the terms and conditions set forth in this Agreement and School shall be jointly and severally liable for all acts and omissions of the assignee, subcontractor, transferee or delegatee. Subject to the prohibition contained in this Section, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of CHLA and School.

e. **Amendment and Modification; Future Assurances; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. School shall execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement, including, without limitation, if requested by CHLA, delivering a certification of compliance with Sections 13 (Exclusion) and 14 (Nondiscrimination) of this Agreement. No delay or omission by either Party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the Party against whom the waiver is asserted. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

f. **Entire Agreement.** This Agreement is the entire agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the Parties with respect to the subject matter of this Agreement. Notwithstanding the above, in the event of any ambiguity or inconsistency between the provisions of this Agreement and a Business Associate Agreement to which the Parties are bound, the provisions of the Business Associate Agreement shall prevail.

g. **Cumulation of Remedies.** The various rights, options, elections, powers, and remedies of the respective Parties contained in, granted or reserved by this Agreement, are in addition to any others that the Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

h. **No Third Party Rights.** The Parties do not intend the benefits of this Agreement to inure to any third person not a signatory to this Agreement. Notwithstanding anything contained herein, or any conduct or course of conduct by any Party, before or after signing this Agreement, this Agreement shall

not be construed as creating any right, claim or cause of action against either Party by any person or entity not a Party to this Agreement.

i. **Construction of Agreement.** The Parties agree that each Party and its counsel have fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. All references to “dollars” or “\$” in this Agreement shall mean United States Dollars, and United States Dollars shall be the currency used for all purposes under this Agreement. Any captions or headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

j. **Advertising.** School shall not, without first obtaining the written consent of CHLA, in any manner, advertise or publish the fact that School has contracted with CHLA or use any trademarks or trade names of CHLA in School’s advertising or promotional materials.

k. **Audit Notice.** In the event that CHLA is requested to disclose books, documents or records relating to the performance of this Agreement, CHLA shall provide written notice to the School of the nature and scope of the request. Within a reasonable time thereafter, the School shall make available all such books, documents, or records at no cost to CHLA during the School’s regular business hours.

l. **Survival.** Notwithstanding anything herein to the contrary, the provisions of Sections 4, 6-12, and 15 shall survive expiration or termination of this Agreement.

m. **Signatures.** This Agreement has been duly executed and delivered by a duly authorized officer of School and constitutes a valid and binding obligation of School, enforceable against School in accordance with its terms. This Agreement may be executed by original signature; facsimile, scanned, or copied signature; or electronic signature, which shall be legally equivalent with any associated legal consequences under federal and state laws, in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. An original signature; facsimile, scanned, or copied signature; or electronic signature will not be denied legal effect solely because of the form in which it was made.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**CHILDREN'S HOSPITAL LOS ANGELES**

**SCHOOL**

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

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

Name: Suzanne Taylor, EdD, MSN, RN-BC

Name: Peter J. Hardash

Title: Director, Clinical Education & Prof. Dev.

Title: Vice Chancellor, Business Operations /  
Fiscal Services

**CHLA TEACHING CLINICS, LLC**

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

Name: Nancy Lee, MSN, RN, NEA-BC

Title: Senior V.P. and Chief Clinical Officer of CHLA  
on behalf of the Clinics

**Notice Address:**

**Notice Address:**

Children's Hospital Los Angeles  
4650 Sunset Boulevard, Mailstop #56  
Los Angeles, California 90027  
Attn: Karen Fadul

Santa Ana College  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706  
Attn: Academic Fieldwork Coordinator

*with a copy to:*

*with a copy to: (N/A if left blank)*

Children's Hospital Los Angeles  
4650 Sunset Boulevard, Mailstop #5  
Los Angeles, California 90027  
Attn: Office of the General Counsel

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Rancho Santiago Community College District Educational Services Agreement with the City of Carlsbad Fire and Police Departments	
Action:	Request for Approval	

**BACKGROUND**

The City of Carlsbad Fire and Police Departments has requested an educational services agreement with the Santa Ana College Fire Technology / Wellness Program. With this agreement, the Santa Ana College Fire Technology / Wellness Program will provide the City of Carlsbad Fire and Police Departments with a wellness program for their firefighters and police officers.

**ANALYSIS**

This Rancho Santiago Community College District educational services agreement with the City of Carlsbad Fire and Police Departments (“Services Agreement”) is administered in compliance with the guidelines issued by the State of California Community College Chancellor’s Office and shall be effective for a period of five (5) years or until termination by written notice of either party. Wellness instruction will take place in the City of Carlsbad. The City of Carlsbad will pay the tuition on behalf of their employees and Santa Ana College will collect FTES in the form of apportionment. This Services Agreement will not carry a cost for Santa Ana College and will generate a revenue not to exceed \$11,500 for each fiscal year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this Rancho Santiago Community College District educational services agreement with the City of Carlsbad Fire and Police Departments, located in Carlsbad, California, as presented.

Fiscal Impact:	Revenue not to exceed \$11,500	Board Date: October 14, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EDUCATIONAL SERVICES AGREEMENT

This Agreement (“Agreement”) is entered into by and between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA, 92706, on behalf of the Santa Ana College Fire Technology Wellness Program and the City of Carlsbad Fire and Police Departments (“Client”) with its principal place of business located at 2560 Orion Way, Carlsbad, CA 92010.

WHEREAS, Client has a need for education, training and related services; and

WHEREAS, Client desires that services be provided at Client’s facilities; and

WHEREAS District has the ability and authority to provide such services;

NOW, THEREFORE, in consideration of the payments hereinafter set forth, District shall perform services for Client in accordance with the terms and conditions set forth herein and in Exhibits A attached hereto and by this reference made a part hereof. In consideration of the services rendered, Client shall make payment to District in the manner specified in Exhibit A.

1. TERM AND TERMINATION. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years after that date unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate.
2. AMENDMENTS. This Agreement may be amended only by written instrument signed by both District and Client (collectively “the parties”) which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
3. COMPLIANCE WITH CALIFORNIA EDUCATION CODE AND TITLE 5 OF THE CALIFORNIA CODE OF REGULATIONS
  - a. Educational services will be conducted in accordance with California Education Code and other applicable laws and regulation. The educational services, program and or courses (PROGRAM) provided under this agreement are further described in Exhibit A, including corresponding outlines of record with documentation showing each course under this PROGRAM has been approved by the District’s curriculum committee, is consistent with Title 5 course standards and has been approved by the district board of trustees.
  - b. Although operated on-site by the Client, the PROGRAM provided under this agreement is the sole responsibility of the District. When a course is offered for credit, participants in the course will earn academic credit in accordance with District policy regarding eligibility, attendance, course work, examinations, and related policies and procedures. Accordingly, District retains responsibility for the PROGRAM and/or courses offered pursuant to this Agreement.

- c. The enrollment period and enrollment fees for PROGRAM are described in Exhibit A.
- d. District will determine whether the number of class hours related to PROGRAM are sufficient to meet the stated performance objectives, including where student(s) withdrawal prior to completion of a course or program.
- e. Client and District will agree on procedures for completing and submitting enrollment paperwork and for notifying College registrar regarding student withdrawals prior to completion of PROGRAM. These procedures are more completely described in Exhibit A.
- f. Activities under the PROGRAM will be under the immediate supervision and control of an academic employee of the district who is authorized to render service in that capacity and who has met the minimum qualifications for instruction in the discipline of the course in a California community college. The District has the primary right to control and direct the activities of the person providing the instruction. The District employee will provide immediate instructional supervision and control, in terms of physical proximity and range of communication; is in a position to provide supervision and control for the protection of the health and safety of students; will provide and be the final decision maker on student evaluations; and the authorized employee will not have any other assigned duty during the instructional activity for which attendance is being claimed.
- g. Students may be required to meet course or program prerequisites.
- h. Both Agency and District shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).
- i. District policy on open enrollment along with a description of the course and information regarding transferability and credit/non-credit status is published in the college catalogue, schedule of classes and any addenda to the schedule of classes.
- j. Degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the PROGRAM are part of the approved program.
- k. Client or District, as determined by District and as set out in Exhibit A, will maintain permanent records of student attendance, grades and achievement. Records will be open for review at all times by college officials and submitted on a schedule developed by the District.
- l. District does not receive full compensation for the direct education costs of the PROGRAM courses from any public or private agency, individual or group.
- m. Client agrees that the instructional activity in the PROGRAM will not be fully funded by other sources.
- n. For courses located outside the boundaries of District, District will comply with Title 5 (sections 5530 et seq.) concerning approval by adjoining high school or community college districts and use of non-district facilities.

- o. For courses held at a high school campus the class will not be held during the time the campus is closed to the general public, as defined by the governing board of the school district during a regularly scheduled board meeting.
4. PAYMENTS. The District will invoice Client per Attachment A.
5. GOVERNING LAW AND EXTENT OF AGREEMENT. This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California and constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.
6. INDEPENDENT CONTRACTORS. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as the Client may specify in writing, District shall have no authority, expressed or implied, to act on behalf of the Client in any capacity whatsoever. District shall have no authority, expressed or implied, pursuant to this Agreement to bind the Client to any obligation whatsoever.
7. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. 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.
8. LIABILITY AND INSURANCE. Each party shall be responsible for all damages to persons or properties that occur as a result of their or their employees fault or negligence in connection with this Agreement.

District maintains insurance to provide the following:

- General liability coverage with limits of at least One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate.
- Workers' compensation and disability coverage as required by law;
- Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000);

The District shall provide Client with certificate(s) evidencing the foregoing coverage. District shall provide at least thirty (30) days prior written notice to Client of any substantial change to or cancellation of said coverage.

Client shall maintain a program of insurance or self-insurance to provide general liability coverage, with limits of at least One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate and workers' compensation insurance as required by California law. Client shall provide Certificates of Insurance at least thirty (30) days prior written notice to Client of any substantial change to or cancellation of said coverage.

9. INDEMNIFICATION.

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

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

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

11. DISPUTE RESOLUTION. Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless extended by stipulation of both parties.

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

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

12. SEVERABILITY. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.

13. WAIVERS. No waiver of default by either party of any terms or conditions hereof to be performed, kept, or observed by either party shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained.
14. NOTICES. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:

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

With a copy to:

Santa Ana College  
Attn: Terri Wann – Wellness Program  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706

If to Client:

City of Carlsbad Fire and Police Departments  
2560 Orion Way  
Carlsbad, CA 92010

15. CAPTIONS. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
17. EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

**Agency:** City of Carlsbad Fire and Police  
Departments

**District:** Rancho Santiago Community College District

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

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

Name: Mike Calderwood

Name: Peter J. Hardash

Title: Fire Chief

Title: Vice Chancellor

\_\_\_\_\_

Business Operations/Fiscal Services

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

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

## Exhibit A

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

Santa Ana College will provide a comprehensive Wellness Class for the Client. This class will include a fitness assessment, an individual fitness profile for each student, and a minimum of four lectures/workshops on health, exercise programming, and nutrition topics. All classes and assessments will be scheduled at a mutually acceptable time.

The Fitness Assessment includes a graded exercise test on a treadmill to determine aerobic fitness, various strength and flexibility tests to measure muscle fitness, and body composition evaluation to determine percent body fat. Resting and exercise 12 lead ECGs and blood pressure measurements, as well as pulmonary function testing measurements, are included in the individual fitness profile. This is a fitness assessment not a medical evaluation; the college does not provide medical review of the results. All participants are encouraged to take their individual profile results to their personal doctor for review by a medical professional.

The lectures/workshops are given throughout the duration of the Wellness Class, which runs for approximately a one-year period. The classes are repeated for up to four times for each shift depending on the individual department's training calendar. Students in the Wellness Class have access to registered dietitians, exercise physiologists, and injury prevention specialist while enrolled in the wellness class.

The fitness evaluation, student profiles, workshops, lectures and access to professionals in the field, assist the individual wellness student in assessing their overall physical fitness and wellbeing. Using the information from this class, the student will be able to develop an exercise program and make healthy lifestyle choices to enhance their overall health and fitness.

The client has the option to include blood testing with an independent blood lab. If blood work is completed the blood data will be included in the students fitness profile booklet. The specific blood tests ordered and the costs will be covered, independently from this contract, with the provider lab. The Client will be responsible for any costs associated with the blood draw. To be paid directly to the lab.

## **Fees and Expenses**

The fee to be paid by Client to the District for the services and materials to be supplied hereunder is:

### **Wellness Class and Evaluation**

Course Enrollment (per student):	\$92.00
Tuition for a non-CA resident	\$662.00
Material fee:	\$12.00
Total Cost per student:	\$104.00
Total Cost per student	\$674.00 non-CA resident

Invoices. The District shall invoice the Client at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class. Invoices shall be paid on a “net 30-day basis”.

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Service Agreement with Fusion Sport Inc.	
Action:	Request for Approval	

**BACKGROUND**

Santa Ana College Fire Technology / Wellness Department is authorized to provide Wellness instruction to police, fire and lifeguard agencies. These classes are taught at the agency facility by instructors of Santa Ana College. Student information is entered into the Fusion Sport (Smartabase) software as a records management tool. Fusion Sport (Smartabase) software replaces software outgrown by the Fire Technology / Wellness Department. The Fire Technology Wellness Department recommends the District purchase the Smartabase Ultimate Bundle. This software is interactive among students and instructors in a variety of electronic media tools, including tablets, watches and laptop computers.

**ANALYSIS**

The District will enter into a Service Agreement with Fusion Sport Inc. ("Service Agreement") for a period of three (3) years. This Service Agreement will carry a cost for Santa Ana College not to exceed \$36,500 for each fiscal year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Service Agreement with Fusion Sport Inc., located in Boulder, Colorado, as presented.

Fiscal Impact:	\$36,500	Board Date: October 14, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



Fusion Sport Inc.  
2935 Baseline Rd #102  
Boulder, CO 80303  
Phone: 312-669-4784  
E-mail: [info@fusionsport.com](mailto:info@fusionsport.com)  
Website: [www.fusionsport.com](http://www.fusionsport.com)

## THE TERMS OF SERVICE (TERMS)

The Terms of Service (Terms) are the contractually binding terms that are intended to explain our obligations as a software and service provider and your obligations as a customer. Please read them carefully. These Terms are binding on any use of the Software and/or Site and apply to you from the time that we provide you with access to an existing Site or to your custom developed Software Site.

These Terms are not intended to answer every question or address every issue raised by the use of the Software. We reserve the right to change these Terms at any time, effective upon the posting of modified Terms. We will make every effort to communicate these changes to you via email or notification via the Website. It is likely the Terms of Service will change over time. It is your obligation to ensure that you have read, understood and agree to the most recent Terms available on the Website. If we make any changes to these terms and conditions and you decide to continue to use the Software then in those circumstances you will be deemed to have accepted the changes and will be bound by the new terms and conditions implemented from time to time.

### 1.0 DEFINITIONS

#### 1.1 "Access"

Means to enable Users to store data, manage report and/or analyse data or otherwise approach or make use of a Site.

#### 1.2 "Additional Costs"

Means the fees associated with additional SMS messages over your allocated limit and for video and attachment storage and transfer over and above 1GB per month per user.

#### 1.3 "Additional Services"

Means the fees associated with additional Services that you require for your Project including but not limited to customisation of forms, performance standards, data-analysis or training.

#### 1.4 "Administrator"

Means a User that you can nominate to permit new Users to Access your Site, set up access and sharing capabilities between Users and set up the Hierarchical structure of Users within your organisation.

#### 1.5 "Confidential Information"

Means all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Software but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

1.6 "Build Fee"

Means the upfront fee (excluding any applicable taxes and duties) payable by you in accordance with Our Pricing Schedule (which may change from time to time), and/or in accordance with any written quotes provided by us and accepted by you.

1.7 "Data"

Means any Templates, Data, personal data or information inputted by you or us into your Software Site.

1.8 "Data Protection Laws"

Means the applicable legislation that governs the protection of personal data, and the individual's right to privacy with respect to the processing of personal data.

1.9 "Data Controller"

Means a person who determines the purposes for which, and the manner in which, Data and personal information is to be processed or transferred. This may be an individual or an organisation and the processing may be carried out jointly or in common with other persons.

1.10 "Data Processor"

Means any person who obtains, records, or holds the Data, or carries out any operation or set of operations on Data on behalf of the Data Controller.

1.11 "Fees"

Means the Licence Fee, Build Fee, Additional Costs and Additional Services.

1.12 "Intellectual Property Right"

Means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

1.13 "License Fee"

Means the annual license fee (excluding any applicable taxes and duties) payable by you in accordance with our Pricing Schedule (which may change from time to time), and/or in accordance with any written quotes provided by us and accepted by you.

1.14 "Our", "We", "Us"

Means Fusion Sport Inc.

1.15 "Pricing Schedule"

Means any pricing material produced by us detailing the structure and cost of the Fees.

1.16 "Project"

Means the development of a private Site by Us on your behalf, together with the Services to be performed by us.

## 1.17 "Services"

Means access to the on-line help manual, email and phone support services, and any additional services requested and accepted by you for an additional cost.

## 1.18 "Software"

Means your version of the Software available (as may be changed or updated from time to time by us) via the Site/Website.

## 1.19 "Site"

Means the unique implementation that is developed for each Project which is available via the Internet on the World Wide Web at the following URLs: <https://my.smartabase.com/Name> (project name), or <https://my.smartabase.co.uk/Name>, or <https://my.smartabase.eu/Name> (project name), or a custom installed site which shall be password protected.

## 1.20 "Templates"

Means the structure of the Data that is going to be recorded in your Site. For example, specific fitness tests, questionnaires and training logs.

## 1.22 "User"

Means a customer who has been granted a non-transferable license by the us to facilitate Access to a Site for a period of twelve (12) months.

## 1.22 "Website"

Means the Internet site at the domain <https://my.smartabase.com> , <https://my.smartabase.co.uk> and [www.fusionsport.com](http://www.fusionsport.com) , or any other site operated by us.

## 1.23 "You"

Means you and includes your employees, consultants, representatives, athletes, coaches and sports professionals.

## 1.24 "Privacy Policy"

Means the privacy policy that is maintained by Us and which may be amended from time to time in order to ensure that we are complying with the relevant Data Protection Laws.

## 2.0 YOUR USE OF THE SOFTWARE

2.1 We grant you the right to access an existing implementation or use your custom built version of the Software via the Site/Website for the agreed license period. This right is non- exclusive and non-transferable and limited by these Terms.

2.2. In order to use the Software, you must first agree to these Terms. You may not use the Software if you do not accept the Terms.

- 2.2.1. You accept these Terms when you click on accept when this option is made available to you on the Site, and/or by actually using the Software. In this case, you understand and agree that we will treat your use of the Software as acceptance of these Terms from that point onwards.

2.3. The Software which you use may be automatically update from time to time by us. These updates are designed to improve, enhance and further develop the Software and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit us to deliver these to you) as part of your use of the Software/Site.

### 3.0. YOUR OBLIGATIONS

#### 3.1. Payment obligations:

You are responsible for paying the initial software fees, support fees and service fees detailed in your proposal, and the user license fees for all professional users (including upgrades as required). After initial setup, the contract is then on a yearly payment term basis. The Customer is invoiced quarterly on a pro-rated basis for any new professional licenses added into the system after their initial go-live date to their next yearly anniversary date.

New Admin, Team Admin or Builder upgrade licenses must be paid in advance and must be requested to be added into the system through a purchase request to Fusion Sport.

Yearly invoices are due at the beginning of the year cycle for the full year of services including the software update fee, support package, and server maintenance fee for self-hosted sites.

All Additional Costs will be itemised and sent to you via email and are payable within 10 days of the invoice date unless otherwise agreed in writing. You are responsible for payment of all taxes and duties (if any) for all costs associated with your Software.

##### 1.1.1 Consequences of Non-Payment:

Upon default of the above payment obligations, Fusion Sport will issue a request for immediate payment, and send reminders to the client at 14 and 21 days overdue. If payment is not received within 30 days of the due date, Fusion Sport reserves the right to restrict access to the site until payment is received, or may bring into effect the actions outlined in Section 17 of this document (Termination).

#### 3.2. General Obligations:

You must only use the Software and Site/Website for your own lawful internal business purposes, in accordance with these Terms and any notice sent by us or by condition posted on the Website.

### 4.0 ACCESS CONDITIONS:

4.1. You will ensure that all usernames and passwords required to access the Software are kept secure and confidential. You will immediately notify us of any unauthorised use of your passwords or any other breach of security and we will reset your password.

4.2. As a condition of these Terms, when accessing and using the Software, you must:

- 4.2.1. Not attempt to undermine the security or integrity of our computing systems or networks or, where the Software is hosted by a third party, that third party's computing systems and networks;
- 4.2.2. Not use, or misuse, the Software in any way which may impair the functionality of the Software or Website, or impair the ability of any other User to use the Software or Website;
- 4.2.3. not attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which the Software is hosted;
- 4.2.4. not transmit, or input into the Software, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use); and
- 4.2.5. Not modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer the Software except as is strictly necessary to use them for normal operation.
- 4.2.6 unless you have been specifically permitted to do so in a separate agreement with Us, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Software for any purpose.

4.3 As a condition of these terms, if and when accessing and using the Tibco Spotfire platform provided to you in conjunction with SMARABASE Analytics Services, you must not attempt to import data onto the Spotfire server from any other source except through the direct connection to your SMARTABASE site, unless you have been specifically permitted to do so in a separate agreement with Us.

## 5.0. SERVICE CONDITIONS:

As a condition of these Terms, if you use any communication tools available through the Website or as part of the Services (such as any forum, chat room or message centre); you agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Software including (but not limited to): offers of goods or services for sale, files that may damage any other person's computing devices or software, content that may be offensive to any of our other users, or material in violation of any law (including material that is protected by copyright or trade secrets which you do not have the right to use).

When you make any communication or enter Data on the Website and/or Site, you represent that you own the content of the communication. We are under no obligation to ensure that the communications on the Website is legitimate or that they are related only to the use of the Software. We reserve the right to remove any communication at any time at our sole discretion.

## 6.0. INDEMNITY & LIMITATION OF LIABILITY:

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 for commercial general liability including a contractual liability endorsement with a limit of liability of at least one million dollars (\$1,000,000) per occurrence.

Each Party agrees to indemnify the other party against all claims, costs, damage and loss arising from the non-indemnifying party's breach of any of these Terms, but neither Party shall be liable to the other party for any lost profits, lost revenues or opportunities, downtime, or any consequential damages or costs, resulting from any claim or cause of action based on breach of warranty, breach of contract, negligence, or any other legal theory, even if Licensor knew or should have known of the possibility thereof.

We will defend You in any suit or cause of action alleging the Software, as provided by Us and used in accordance with the terms of this Agreement, infringes upon any United States patent, copyright, trade secret, or other proprietary right of a third party. We will pay damages assessed, including reasonable attorney's fees, against You in any such suit or cause of action, provided that, We are promptly notified in writing of such suit or cause of action.

To the maximum extent permitted by law, we exclude all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of data, profits and savings) or damage resulting, directly or indirectly, from the use of, or reliance on, the software.

In no event shall either Party's aggregate liability exceed the amount of all the fees paid by You to Us under the contract in the previous 24 months. This limitation of liability does not apply to claims that the software infringes (or is alleged to infringe) the intellectual property rights of a third party or breaches of either party's obligations with respect to confidential information.

If you are not satisfied with the software, your sole and exclusive remedy is to terminate these terms in accordance with clause 17.

## 7.0. CONFIDENTIALITY:

7.1 Unless the relevant party has the prior written consent of the other or unless required to do so by law:

- 7.1.1. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms;
- 7.1.2. Each party assumes responsibility for the actions of its employees, agents and consultants who have access to Confidential Information to an extent reasonably necessary and for the purposes of providing the Services in accordance with these Terms. Each Party will ensure that their employees, agents and consultants who have access to the Confidential Information are aware of and adhere to the warranties and obligations created under these Terms.
- 7.1.3. Each party's obligations under this clause will survive termination of these Terms.

7.2. The provisions of clauses 7.1.1 to 7.1.3 shall not apply to any information which:

- 7.2.1. Is or becomes public knowledge other than by a breach of this clause;
  - 7.2.2. Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - 7.2.3. Is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
- or
- 7.2.4. Is independently developed without access to the Confidential Information.

## 8.0.PRIVACY AND DATA PROTECTION:

8.1. We maintain a Privacy Policy that sets out the parties' obligations in respect of data. You should read that policy since you will be taken to have accepted it when you accept these Terms.

8.2. Data Protection Warranties: You warrant that any instruction given to us regarding your Data or Templates will not breach any Data Protection Law's relevant to you or your Data.

## 9.0. INTELLECTUAL PROPERTY

9.1. Any existing Intellectual Property is not altered, transferred or assigned merely by virtue of its use by either party for the purposes of the Project.

### 9.2. General:

Title to, and all Intellectual Property Rights in the Software, the Website, the Site and any documentation relating to the Software remain the property of Fusion Sport (or its licensors).

### 9.3. Data:

All rights, title and interest in the Data, including Intellectual Property Rights, transferred to or acquired by or on behalf of us under this Agreement shall vest and remain vested solely in you.

### 9.4. Templates:

Title to, and all Intellectual Property Rights in, your Templates remain YOUR property. Title to, and all Intellectual Property Rights in, the existing Templates remain the property of us.

## 10.0 ACKNOWLEDGEMENT:

You acknowledge that:

10.1. You are authorised to use the Software and the Site/Website and are authorised to view the User's information that you Access, and/or to act as a Data Controller who transfers Personal Data using the Software and the Website (whether that information is your own or that of anyone else).

10.2. If you are using the Software and accessing the Site on behalf of or for the benefit of an organisation (whether a body corporate or not) then we will assume that you have the right to do so and that organisation will be liable for your actions or omissions (including any breach of these Terms).

10.3. THE PROVISION OF, ACCESS TO, AND USE OF, THE SOFTWARE/SITE IS ON AN "AS IS, WHERE IS" BASIS AND AT YOUR OWN RISK.

10.4. WE DO NOT WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. AMONG OTHER THINGS, THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING THE SOFTWARE, INCLUDING PUBLIC TELEPHONE SERVICES, COMPUTER NETWORKS AND THE INTERNET, CAN BE UNPREDICTABLE AND MAY FROM TIME TO TIME INTERFERE WITH OR PREVENT ACCESS TO THE SOFTWARE. WE ARE NOT IN ANY WAY RESPONSIBLE FOR ANY SUCH INTERFERENCE OR PREVENTION OF YOUR ACCESS OR USE OF THE SOFTWARE. WE ADHERE TO OUR BEST PRACTICE POLICIES AND PROCEDURES TO PREVENT DATA LOSS, INCLUDING A SYSTEM DATA BACK-UP REGIME EVERY TWO MINUTES, BUT DO NOT MAKE ANY GUARANTEES THAT THERE WILL BE NO LOSS OF DATA. WE EXPRESSLY EXCLUDE LIABILITY FOR ANY LOSS OF DATA NO MATTER HOW CAUSED.

10.5. IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE THAT THE SOFTWARE, SITE AND PROJECT MEET YOUR NEEDS.

#### 11.0. NO SOFTWARE WARRANTIES:

WE GIVE NO WARRANTY ABOUT THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT IT WILL BE SUITABLE FOR YOUR PURPOSES. TO AVOID DOUBT, ALL IMPLIED CONDITIONS OR WARRANTIES ARE EXCLUDED IN SO FAR AS IS PERMITTED BY LAW, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, TITLE AND NON- INFRINGEMENT.

#### 12.0. OUR OBLIGATIONS AND WARRANTIES:

We acknowledge that:

12.1. We will act diligently, efficiently and in accordance with industry best practices;

12.2. Use appropriately skilled, qualified and experienced personnel to provide the Services, where all Authorised Personnel and/or personnel and/or appointees shall comply in all respects with the provisions of these Terms;

12.3. Provide all personnel, processes and resources required to provide the Services;

12.4. Keep you fully advised of the progress of the Services and changes or possible changes to the scope or timing of the Services. No unauthorised expenditure or costs will be incurred without your written consent in advance;

12.5 The Software will perform materially in accordance with the requirements set out in written correspondence provided to you;

12.6 That it is free and entitled to produce these Terms and to perform the obligations undertaken by it hereunder and that it has not entered into any agreement with any third party which might conflict with the Terms hereof.

### 13.0. YOUR AND OUR COMBINED OBLIGATIONS AND WARRANTIES:

13.1. Unless required by law, Neither party will make any public announcement or press statement relating to the existence, Terms or relationship between either party without the prior written approval.

13.2. Nothing expressed or implied in these Terms will constitute either party as the partner, agent, employee or officer of, or as a joint venture with, the other party. Nor shall either party use the other party's name, logo or other identifying feature/s, save for such use which has been previously approved in writing or those expressly permitted under the provisions of these Terms.

13.3. Neither party will damage or adversely affect the business operations or assets of the other party or act in any manner which may be prejudicial to or may bring either parties reputation into disrepute.

13.4. Both parties will at all times throughout the Project provide sufficient and appropriate personnel and resources to ensure that the Services provided are in accordance with the provisions of these Terms.

### 14.0 SERVICE COMMITMENT:

14.1. We are committed to providing you with Software and a level of Service that meets your needs. In the event of an increase in the scope of the Services or the time required to provide the Services, you may notify us in writing of the need for such Additional Services. Upon receipt of a notice in writing, we will quote for any changes in Service and then seek written approval from you prior to initiating any work;

14.2. If additional levels of Service are requested and accepted by you in writing, we shall inform you immediately of any failure or anticipated failure to supply any element of the Services.

### 15.0. CONSUMER GUARANTEES:

You warrant and represent that you are acquiring the right to access and use the Software/Site and agree to these Terms for the purposes of business or personal use and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect business and personal users customers in any jurisdiction do not apply to the supply of the Software, the Website or these Terms.

### 16.0. RESERVED

### 17.0. TERMINATION

17.1. **Thirty day return policy:** Within thirty days of being granted access to the Software by us for the first time, you may terminate these Terms by serving notice to us within those 30 days. No Licence Fee will be payable but Build Fees and any Additional Fees incurred during this 30 day period will still be charged.

17.2. **No-fault termination:** These Terms will continue for the period covered by the Licence Fee. These Terms will automatically continue for the same period unless either party terminates these Terms by giving notice to the other party at least 30 days before the end of the relevant payment period.

**17.3. Breach: If either party:**

- 17.3.1. breaches any of these Terms and does not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;
- 17.3.2. breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any payment more than 30 days overdue); or
- 17.3.3. goes into liquidation or has a receiver or manager appointed of any of its assets or becomes insolvent, or makes any arrangement with its creditors, or becomes subject to any similar insolvency event in any jurisdiction,

17.4. the other party may take any or all of the following actions, at its entire discretion:

- 17.4.1. Terminate these Terms
- 17.4.2. In the case of default by you, terminate your use of the Site/Software and the Website;
- 17.4.3. in the case of default by you, we may suspend for any definite or indefinite period of time, your use of the Site/Software and the Website;
- 17.4.4. In the case of default by us, you may suspend for any definite or indefinite period of time, your payments under this agreement
- 17.4.5. Take either of the actions in clause 17.4.1 and 17.4.3 in respect of any other persons in your organisation or who have access to your information or that of your organisation.

17.5. **Accrued Rights:** Termination of these Terms is without prejudice to the rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement you will:

- 17.5.1. remain liable for any accrued charges and amounts which become due for payment before or after termination; and
- 17.5.2. Immediately cease to use the Software and the Site/Website.

17.6. **Expiry or termination:** Clauses 3.1, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0, 13.0, 15.0, 16.0, 17.0, 19.0, 20.0 and 22.0 survive the expiry or termination of these Terms.

17.7. **Data Export upon Termination:** Upon Expiry or termination we will provide the customer with 30 days' access to the site to export their data in CSV or Excel format, and download all attachments stored in the system.

17.8 **Destruction of Data:** Upon Expiry or termination, we will destroy and/or return all information in their possession, or control, relating to your Site and Project, on receipt of a written request from an authorised representative. If additional certification is requested, a certificate signed by our authorised representative will be sent confirming the destruction of the materials pertaining to your Project. In the case where legislation imposed on us prevents us from returning or destroying all or part of the personal data transferred, we warrant that we will guarantee the confidentiality of the personal data transferred and will not actively process the personal data anymore.

## 18.0 HELP DESK

18.1. **Technical Problems:** In the case of technical problems you must make all reasonable efforts to investigate and diagnose problems before contacting us. If you still require technical help, please check the support provided on the on-line help first, or failing that use the 'help' button located on the left of Site, or email us at [Smartabase@fusionsport.com](mailto:Smartabase@fusionsport.com).

**18.2. Software availability:** Whilst We intends that the Software should be available 24 hours a day, seven days a week; it is possible that on occasion it may be unavailable to permit maintenance or other development activity to take place (see the Service Level Agreement for more detail). If for any reason we have to interrupt the Software for longer periods than we would normally expect, we will use reasonable endeavours to publish in advance details of such activity on the Website.

## 19.0 GENERAL

**19.1. Entire agreement:** These Terms, together with Our Privacy Policy, Our SLA and the Terms of any other individual contracts, notices or instructions given to you under these specific Terms and Agreements, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between you and Us relating to the Software and the other matters dealt with in these Terms.

**19.2. Waiver:** If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

**19.3. Delays:** Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

**19.4. No Assignment:** You may not assign or transfer any rights to any other person without our prior written consent.

**19.5. Governing law and jurisdiction:** The information you are accessing using the Software and the Website is for worldwide customers. At the time you accept these Terms Delaware law governs these Terms and you submit to the exclusive jurisdiction of the courts of Delaware for all disputes arising out of or in connection with these Terms, without reference to any conflicts of laws.

## 20.0 SEVERABILITY:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding between you and us.

## 21.0 OUR COMMITMENT TO ALL OF OUR USERS:

We undertake that if any changes are made to the Terms, Privacy Policy or SLA, these changes will not compromise the existing purpose of any existing part, provision or clause. This means we cannot remove or change clauses regarding Data protection measure, our commitment to you, or our Warranties. We provide exceptionally high levels of Customer Protection to ensure your Intellectual Property, Confidential information, Data and Personal information are kept secure, protected and confidential at all times, without the need for a signed contract.

## 22.0 NOTICES:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given 1 day (24 hours) after transmission. Notices to us must be sent to

[smartabase@fusionsport.com](mailto:smartabase@fusionsport.com) or to any other email address notified by email to you by us. Notices to you will be sent to the email address which you provided when setting up your access to the Software.

### 23.0 RIGHTS OF THIRD PARTIES:

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

**AGREEMENT**

By signing below, you confirm that you have read, understood and agree to the SMARTABASE Service Level Agreement, Terms of Service and Privacy Policy, as an authorized representative of your organization.

<p>Signed for and on behalf of</p> <p>FUSION SPORT Inc, whose principal place of business is at 2935 Baseline Rd #102, Boulder, CO 80303</p>	<p>Signed for and on behalf of</p> <p>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, whose principal place of business is located at 2323 N. Broadway, Santa Ana, CA 92706</p>
<p>.....</p> <p>Signature</p> <p>Name: _____</p> <p>Position: _____</p> <p>Date: _____</p>	<p>.....</p> <p>Signature</p> <p>Name: Peter J. Hardash</p> <p>Position: Vice Chancellor, Business Operations/Fiscal Services</p> <p>Date: _____</p>
<p>.....</p> <p>Witness signs here</p> <p>Name:</p> <p>Address:</p>	<p>.....</p> <p>Witness signs here</p> <p>.....</p> <p>Full name of witness</p> <p>.....</p> <p>Address of witness</p>

## SCHEDULE A

Santa Ana College wishes to enter into a 3 Year SMARTABASE contract for the period January 1, 2019 until December 31, 2022. The proposal includes the expected necessary resourcing for the Customer to use SMARTABASE for its disclosed intended purposes.

## PACKAGE DETAILS

Please note all prices below are in US Dollars, exclusive of Sales tax.

The customer will commit to the following minimum purchase each year of the contract period.

Items	Annual Cost
<b>ULTIMATE 3 Year Bundle</b>  Up to 100 Professional Licenses including unlimited upgrades to Admin, Team Admin or Builder/Admin  Up to 150 Builder Service hours  Up to 5000 SMS Alerts  Up to 5000 Athletes  Unlimited use of Desktop Uploader  Unlimited Fusion Connectors  Unlimited Fusion D3 templates  Up to 2 Fusion Conference tickets	33,000
Custom Hosting- Dedicated Yearly Server Maintenance Fee	3,500
<b>Total Cost</b>	<b>\$ 36,500</b>

### NOTES:

1. Unused Builder services and user licenses are not transferable to subsequent years in the contract and must be used in each billing period.
2. For on-site work at the client's premises Builder service hours may be deducted to cover travel and accommodation expense, or client may provide or reimburse said costs, by mutual agreement.
3. Additional SMS alerts \$70/1000 alerts.

## ADDITIONAL NOTES REGARDING BUILDER SERVICES

- Builder services are delivered as a combination of online, phone, email and onsite service delivery
- Builder services are logged in 15-minute increments, and a full log can be supplied to the customer upon request
- Customers will not be billed for issues relating to bugs or system glitches
- On-site work will be delivered as multiples of whole days (8 hours) of billable time

## POSSIBLE ADDITIONAL COSTS

The following additional costs may be incurred by the Customer on an as needed basis, at the sole discretion of the Customer.

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### ADDITIONAL BUILDER SERVICES

In any subscription year, Customer may purchase additional Builder Service time, as per the publicly available price sheet at that time.

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### ADDITIONAL PROFESSIONAL USER SEAT LICENSES

Additional packs of 10 Professional licenses are available \$2200 per annum

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### ADDITIONAL SMS MESSAGES

Additional SMS messages \$70/1000 alerts.

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### RIGHT TO CHANGE PRICING

At the end of this contract period Fusion Sport reserves the right to change pricing for subsequent contract periods, as per the publicly available price sheet.

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Agreement for Vocational Use of Salvage Parts with Hyundai Motor America	
Action:	Request for Approval	

**BACKGROUND**

Santa Ana College Automotive Technology has been contacted by Hyundai Motor America regarding the donation of salvage parts to the college program. These donated parts will be used for hands-on training in the Automotive Technology program. The parts will be utilized by students in lab activities, reinforcing practical applications and real-world experiences. Automotive Technology faculty have been working with Hyundai and will continue to maintain a strong connection. Hyundai Motor America has been a valued supporter of the Automotive Technology program.

**ANALYSIS**

Hyundai Motor America wishes to donate one-hundred five (105) salvage returned Hyundai vehicle parts to the Santa Ana College Automotive Technology program, with the intent that the parts are used for training and education of students enrolled in the program. The list of donated parts has an estimated value of \$152,843.23. In addition, there will be continued coordination with the Santa Ana College Office of College Advancement and Hyundai Motor America to receive a tax benefit from the donation.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement for vocational use of salvage parts with Hyundai Motor America, located in Fountain Valley, California, as presented.

Fiscal Impact:	None	Board Date: October 14, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

## **AGREEMENT FOR VOCATIONAL USE OF SALVAGE PARTS**

This Agreement for Vocational Use of Salvage Parts ("Agreement"), dated as of October 2, 2019 ("Effective Date"), is made and entered into by and between Hyundai Motor America, a California corporation ("Donor") and Rancho Santiago Community College District, on behalf of Santa Ana College, a nonprofit entity ("Donee").

### **RECITALS**

WHEREAS, Donor wishes to donate One Hundred Five (105) certain salvage Hyundai parts (collectively, the "Parts") which are being transferred to Donee "**AS IS**" subject to the terms and conditions of this Agreement; and

WHEREAS, Donee is a non-profit entity which wishes to use the Hyundai parts for the training and education of students in Donee's automotive program, and for no other use; and

WHEREAS, Donee understands that the Parts donated pursuant to this Agreement has been damaged and are being transferred to Donee "as is" with no guarantees or warranties, express or implied, whatsoever; and

NOW, THEREFORE, in consideration of the above recitals as well as the covenants, conditions and mutual promises herein, the parties hereto agree as follows:

### **AGREEMENT**

1. The Parts. Subject to the covenants, warranties, terms and conditions of this Agreement, Donor hereby gives and transfers unto Donee, and Donee accepts, the Parts described by parts number on Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Condition of the Parts.

(a) The Parts are not useable and are considered scrap.

(b) Donee acknowledges that it is fully aware of the condition of the Parts. Donee further acknowledges that it is accepting the Parts "as is", and shall not use such Parts for any other purpose other than for vocational training. Donee expressly assumes all risks in connection with the ownership, use and/or possession of the Parts. Donee is responsible for Santa Ana College's ("SAC") use of the Parts and SAC's conformance to the restrictions and responsibilities of this Agreement.

3. Limitation of Warranties. THE PARTS ARE BEING DONATED BY DONOR AND ARE ACCEPTED BY DONEE AS IS. WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF ANY NATURE OR EXTENT.

4. Prohibition Against Use of the Parts in any Road Vehicle. The Parts are donated to Donee in reliance upon the representation by Donee that they will be used for vocational training purposes only, and will never be used within any vehicle driven on any highway, street or road in the United States or abroad. Donee warrants that neither Donee, nor anyone on its behalf or within its power to control by contract or otherwise, shall remove, replace, alter or destroy identity markings on the Parts, except in accordance with applicable law. Donee further warrants that identity markings which are necessary for the lawful operation of the Parts on any highway, street or road in the United States shall never be sold or offered for sale.

5. Prohibition Against Sale of Parts. Donee covenants that neither it nor anyone on its behalf or within its power to control by contract or otherwise shall remove and thereafter sell, loan, donate, or transfer any parts or portions of the Parts to any other person or entity for any purpose whatsoever. Upon completion of its use of the Parts, Donee shall destroy and scrap the Parts donated hereunder and shall provide Donor with written proof from the metal recycler that the Parts have been destroyed.

6. Compliance with Law. Donee covenants that any modification to and/or use of the Parts shall comply with all ordinances, resolutions, statutes, rules and regulations of any federal, state and/or local governmental agency of competent jurisdiction.

7. Terms of Delivery and Transfer of Ownership. Possession shall pass from Donor as of the date of execution by both parties of the "Donated Parts Receipt", which is attached hereto as Exhibit B and incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of such Donated Parts Receipt and this Agreement, the terms of this Agreement shall govern.

8. License, Permits, Fees and Assessments. Donee has represented to Donor that it is a non-profit entity. Donee shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the ownership and use of the Parts. Donee shall further have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from the donation and use of the Parts under this Agreement.

9. Liability, Hold Harmless and Indemnification.

(a) Upon passing of possession to Donee, all liabilities and responsibilities in connection with the Parts shall pass to Donee.

(b) Donee agrees to indemnify, defend and hold harmless Donor, Hyundai Motor Company, and Hyundai Motor Manufacturing Alabama, LLC and their affiliates, partners, predecessors, successors, subsidiaries, distributors, officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all losses, claims, liabilities, causes of action and expenses, fines, assessments or penalties (including legal and other expenses reasonably incurred by the Indemnified Parties in connection with investigating or defending any such claim or liability, whether or not resulting in actual liability to the Indemnified Parties) based upon, resulting from, or arising out of Donee's, or its employees', agents', students' or subcontractors', acts, errors and omissions, negligence or willful misconduct, in connection with the Parts or any breach of this Agreement, including, without limitation, any breach of a representation, warranty or covenant provided by Donee within this Agreement.

10. California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California.

11. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be contrary to the law or shall be adjudged by any court or government agency of competent jurisdiction to be invalid, void or unenforceable, such term or provision shall be deemed deleted from this Agreement and the remaining provisions and any application thereof shall continue in full force and effect. Further, the parties agree to substitute for such invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

12. Notice. Any notice, demand, request, consent, approval or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail or overnight delivery to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated upon receipt or in four (4) days from the date-stamped time of mailing if mailed as provided in this Section, whichever first occurs. Alternatively, either party may fax notices provided that no fax notice shall be deemed communicated until telephonic confirmation of receipt by the individual addressee is received.

To Donor: HYUNDAI MOTOR AMERICA  
10550 Talbert Avenue  
Fountain Valley, CA 92708  
Attn: Jeff Hampton  
Phone: (714) 887-2448  
Email: jhampton@hmausa.com

with a copy to (legal notices only): HYUNDAI MOTOR AMERICA  
10550 Talbert Avenue  
Fountain Valley, CA 92708  
Attn: Executive Vice President,  
Chief Legal Officer  
Phone Number: (714) 965-3372  
Fax Number: (714) 965-3815

To Donee: Santa Ana College  
1530 W 17th Street  
Santa Ana, CA 92706  
Attn: Dr. Simon B. Hoffman  
Phone Number: (714) 564-6981  
Email: Hoffman\_Bart@sac.edu

13. Integrated Agreement. This Agreement, including the Donated Parts Receipt, constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all previous negotiations, commitments and agreements, whether oral or in writing, with respect thereto. No modification of this Agreement will be binding unless in writing and duly executed by Donee and a Vice President of Donor.

14. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement for Vocational Use of Salvage Parts as of the Effective Date.

**DONOR:**

Hyundai Motor America

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

Barry Ratzlaff  
Chief Customer Officer/  
Vice President, Customer Satisfaction

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

Rudy Enriquez  
Senior Manager, Purchasing

**DONEE:**

Rancho Santiago Community College  
District, on behalf of Santa Ana College

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

Peter J. Hardash  
Vice Chancellor,  
Business Operations/Fiscal Services

**EXHIBIT A  
IDENTIFICATION OF PARTS**

The below-listed Hyundai parts will be donated to Donee following execution of the foregoing Agreement for Vocational Use of Parts by both Donor and Donee:

<b>No.</b>	<b>Part Number</b>	<b>Part Description</b>
1	58110B1200	BRAKE ASSY-FR,LH
2	581102M700	BRAKE ASSY-FR,LH
3	581102M700	BRAKE ASSY-FR,LH
4	581102V150	BRAKE ASSY-FR,LH
5	58110F3000	BRAKE ASSY-FR,LH
6	58110B1200	BRAKE ASSY-FR,LH
7	581103Q500	BRAKE ASSY-FR,LH
8	58210E6500	BRAKE ASSY-RR WHEEL,LH
9	58180D3A10	CALIPER KIT-BRAKE,LH
10	58190D3A10	CALIPER KIT-BRAKE,RH
11	58180B1A20	CALIPER KIT-FR BRAKE,LH
12	58180F3A00	CALIPER KIT-FR BRAKE,LH
13	581802SA51	CALIPER KIT-FR BRAKE,LH
14	58180D4A10	CALIPER KIT-FR BRAKE,LH
15	581803QA50	CALIPER KIT-FR BRAKE,LH
16	58180D4A10	CALIPER KIT-FR BRAKE,LH
17	58180F3A00	CALIPER KIT-FR BRAKE,LH
18	581804ZA70	CALIPER KIT-FR BRAKE,LH
19	581803QA50	CALIPER KIT-FR BRAKE,LH
20	58190D4A10	CALIPER KIT-FR BRAKE,RH
21	58190D4A10	CALIPER KIT-FR BRAKE,RH
22	581902WA40	CALIPER KIT-FR BRAKE,RH
23	581902VA10	CALIPER KIT-FR BRAKE,RH
24	581904ZA00	CALIPER KIT-FR BRAKE,RH
25	581904ZA70	CALIPER KIT-FR BRAKE,RH
26	581903QA50	CALIPER KIT-FR BRAKE,RH
27	581903QA50	CALIPER KIT-FR BRAKE,RH
28	58190F3A00	CALIPER KIT-FR BRAKE,RH
29	581903QA50	CALIPER KIT-FR BRAKE,RH
30	587971R000	CALIPER KIT-FR BRAKE,RH
31	97701F2100	COMPRESSOR ASSY
32	97701F2100	COMPRESSOR ASSY
33	97701F2800	COMPRESSOR ASSY
34	97701F2100	COMPRESSOR ASSY
35	97701F2100	COMPRESSOR ASSY
36	97701E6000	COMPRESSOR ASSY
37	977011R100	COMPRESSOR ASSY
38	97701F2800	COMPRESSOR ASSY
39	97701F2800	COMPRESSOR ASSY
40	97701D3201	COMPRESSOR ASSY

<b>No.</b>	<b>Part Number</b>	<b>Part Description</b>
41	97701D3300	COMPRESSOR ASSY
42	97701D3200	COMPRESSOR ASSY
43	585102M500	CYLINDER ASSY-BRAKE MASTER
44	585102V200	CYLINDER ASSY-BRAKE MASTER
45	585102S201	CYLINDER ASSY-BRAKE MASTER
46	58510D3100	CYLINDER ASSY-BRAKE MASTER
47	58510C1200	CYLINDER ASSY-BRAKE MASTER
48	58510C1200	CYLINDER ASSY-BRAKE MASTER
49	585103Q400	CYLINDER ASSY-BRAKE MASTER
50	585103M000	CYLINDER ASSY-BRAKE MASTER
51	58510D3100	CYLINDER ASSY-BRAKE MASTER
52	58510B1000	CYLINDER ASSY-BRAKE MASTER
53	530003B500	DIFFERENTIAL CARRIER
54	530003B500	DIFFERENTIAL CARRIER
55	530003B500	DIFFERENTIAL CARRIER
56	530003B500	DIFFERENTIAL CARRIER
57	530003B500	DIFFERENTIAL CARRIER
58	530003B500	DIFFERENTIAL CARRIER
59	530003B500	DIFFERENTIAL CARRIER
60	517122M700	DISC-FRONT WHEEL BRAKE
61	517123Y000	DISC-FRONT WHEEL BRAKE
62	517124Z000	DISC-FRONT WHEEL BRAKE
63	517123Q000	DISC-FRONT WHEEL BRAKE
64	51712C2000	DISC-FRONT WHEEL BRAKE
65	584110U000	DRUM ASSY-RR BRAKE
66	211012GK06HRM	ENGINE ASSY
67	211012GK50QQH	ENGINE ASSY
68	211012GK18	ENGINE ASSY
69	581012MA10	PAD KIT-FRONT DISC BRAKE
70	58101F3A00	PAD KIT-FRONT DISC BRAKE
71	581014ZA70	PAD KIT-FRONT DISC BRAKE
72	581013QA50	PAD KIT-FRONT DISC BRAKE
73	58101D4A10	PAD KIT-FRONT DISC BRAKE
74	581012WA40	PAD KIT-FRONT DISC BRAKE
75	581012VA10	PAD KIT-FRONT DISC BRAKE
76	58101D4A10	PAD KIT-FRONT DISC BRAKE
77	361002E551	STARTER ASSEMBLY
78	361002E551	STARTER ASSEMBLY
79	361002E551	STARTER ASSEMBLY
80	361002E551	STARTER ASSEMBLY

<b>No.</b>	<b>Part Number</b>	<b>Part Description</b>
81	361002E551	STARTER ASSEMBLY
82	361002E551	STARTER ASSEMBLY
83	361002E551	STARTER ASSEMBLY
84	361002E551	STARTER ASSEMBLY
85	361002E551	STARTER ASSEMBLY
86	361002E551	STARTER ASSEMBLY
87	361002E551	STARTER ASSEMBLY
88	002683D340	TRANSMISSION
89	002684E061	TRANSMISSION
90	002684E061	TRANSMISSION
91	4500049201	TRANSMISSION
92	002684E061	TRANSMISSION
93	430002D055	TRANSMISSION ASSY-DCT
94	430002D032	TRANSMISSION ASSY-DCT
95	430002D045	TRANSMISSION ASSY-DCT
96	954402D401	TRANSMISSION ASSY-DCT
97	430002D032	TRANSMISSION ASSY-DCT
98	430002D055	TRANSMISSION ASSY-DCT
99	430002D055	TRANSMISSION ASSY-DCT
100	430002D076	TRANSMISSION ASSY-DCT
101	430002D045	TRANSMISSION ASSY-DCT
102	4300032913	TRANSMISSION ASSY-MANUAL
103	430002D045	TRANSMISSION ASSY-MANUAL
104	450003D340	TRANSMISSION HYBRID
105	002683D340	TRANSMISSION HYBRID

Dealer Code	Claim Number	Repair Order Number	Part Number	Part Description	List Price
GA038	25289A	025289	4300032913	TRANSMISSION ASSY-MANUAL	\$3,119.15
NV020	472227	472227	4500049201	TRANSMISSION	\$11,605.97
CA377	050008	050008	002684E061	TRANSMISSION	\$3,880.65
NV027	588429	588429	002684E061	TRANSMISSION	\$3,880.65
MD040	74054B	74054	002684E061	TRANSMISSION	\$3,880.65
OH037	07244A	7244	002683D340	TRANSMISSION HYBRID	\$4,018.00
TN024	69184B	069184	002683D340	TRANSMISSION	\$4,018.00
CA343	31713A	131713	211012GK06HRM	ENGINE ASSY	\$5,418.30
TN031	X82190	0X8219	211012GK18	ENGINE ASSY	\$8,544.66
NY110	18400C	318400	211012GK50QQH	ENGINE ASSY	\$4,754.86
NJ034	206184	206184	361002E551	STARTER ASSEMBLY	\$317.60
IL030	359313	359313	361002E551	STARTER ASSEMBLY	\$317.60
MD008	40868A	440868	361002E551	STARTER ASSEMBLY	\$317.60
NY134	78395A	078395	361002E551	STARTER ASSEMBLY	\$317.60
UT014	96013B	096013	361002E551	STARTER ASSEMBLY	\$317.60
IL051	48163A	648163	361002E551	STARTER ASSEMBLY	\$317.60
FL108	54257B	754257	361002E551	STARTER ASSEMBLY	\$317.60
OH047	25985A	125985	361002E551	STARTER ASSEMBLY	\$317.60
MO030	71729A	271729	361002E551	STARTER ASSEMBLY	\$317.60
NY058	04601B	304601	361002E551	STARTER ASSEMBLY	\$317.60
NC067	14279A	014279	361002E551	STARTER ASSEMBLY	\$317.60
FL089	78376A	378376	430002D032	TRANSMISSION ASSY-DCT	\$4,818.05
GA071	472652	047265	430002D032	TRANSMISSION ASSY-DCT	\$4,818.05
GA056	23918B	023918	430002D045	TRANSMISSION ASSY-DCT	\$5,071.63
VA004	19941A	119941	430002D045	TRANSMISSION ASSY-DCT	\$5,071.63
OK031	10670B	010670	430002D045	TRANSMISSION ASSY-MANUAL	\$5,071.63
CT039	09391B	109391	430002D055	TRANSMISSION ASSY-DCT	\$5,071.63
NY078	68900B	068900	430002D055	TRANSMISSION ASSY-DCT	\$5,071.63
PA018	A46905	824690	430002D055	TRANSMISSION ASSY-DCT	\$5,071.63
TX167	693764	693764	430002D076	TRANSMISSION ASSY-DCT	\$5,685.68
CA315	07901C	107901	450003D340	TRANSMISSION HYBRID	\$9,558.11
CA273	199611	199611	517122M700	DISC-FRONT WHEEL BRAKE	\$575.55
OH061	36298E	136298	517123Q000	DISC-FRONT WHEEL BRAKE	\$106.68
IL094	141527	141527	517123Y000	DISC-FRONT WHEEL BRAKE	\$106.68
OH001	19051A	319051	517124Z000	DISC-FRONT WHEEL BRAKE	\$133.35
NY130	262302	262302	51712C2000	DISC-FRONT WHEEL BRAKE	\$106.68
MN016	55790A	155790	530003B500	DIFFERENTIAL CARRIER	\$1,690.81
VA049	07439A	107439	530003B500	DIFFERENTIAL CARRIER	\$1,690.81

Dealer Code	Claim Number	Repair Order Number	Part Number	Part Description	List Price
IL052	91008C	791008	530003B500	DIFFERENTIAL CARRIER	\$1,690.81
CA350	50248C	150248	530003B500	DIFFERENTIAL CARRIER	\$1,690.81
AZ034	44369	44369	530003B500	DIFFERENTIAL CARRIER	\$1,690.81
IL083	56730A	56730	530003B500	DIFFERENTIAL CARRIER	\$1,690.81
CA303	19004A	19004	530003B500	DIFFERENTIAL CARRIER	\$1,690.81
CA273	199611	199611	581012MA10	PAD KIT-FRONT DISC BRAKE	\$355.45
IN050	12397A	212397	581012VA10	PAD KIT-FRONT DISC BRAKE	\$89.48
IL051	48836A	648836	581012WA40	PAD KIT-FRONT DISC BRAKE	\$135.63
OH061	36298E	136298	581013QA50	PAD KIT-FRONT DISC BRAKE	\$89.48
OH001	19051A	319051	581014ZA70	PAD KIT-FRONT DISC BRAKE	\$135.63
FL125	64791B	164791	58101D4A10	PAD KIT-FRONT DISC BRAKE	\$135.63
NY130	262302	262302	58101D4A10	PAD KIT-FRONT DISC BRAKE	\$135.63
IL094	141527	141527	58101F3A00	PAD KIT-FRONT DISC BRAKE	\$89.48
CA273	199611	199611	581102M700	BRAKE ASSY-FR,LH	\$1,472.45
CA344	885130	088513	581102M700	BRAKE ASSY-FR,LH	\$1,472.45
CT037	46704G	046704	581102V150	BRAKE ASSY-FR,LH	\$410.29
NC030	93644H	193644	581103Q500	BRAKE ASSY-FR,LH	\$464.63
CA344	864231	086423	58110B1200	BRAKE ASSY-FR,LH	\$891.76
MD025	80473J	180473	58110B1200	BRAKE ASSY-FR,LH	\$891.76
MA031	262443	262443	58110F3000	BRAKE ASSY-FR,LH	\$343.90
IN038	90250C	090250	581802SA51	CALIPER KIT-FR BRAKE,LH	\$357.37
NY083	83128A	483128	581803QA50	CALIPER KIT-FR BRAKE,LH	\$291.01
OH061	36298E	136298	581803QA50	CALIPER KIT-FR BRAKE,LH	\$291.01
OH001	19051A	319051	581804ZA70	CALIPER KIT-FR BRAKE,LH	\$336.60
FL123	77072H	177072	58180B1A20	CALIPER KIT-FR BRAKE,LH	\$777.13
MN027	23650E	023650	58180D3A10	CALIPER KIT-BRAKE,LH	\$357.37
NH017	61027A	261027	58180D4A10	CALIPER KIT-FR BRAKE,LH	\$358.08
NY130	262302	262302	58180D4A10	CALIPER KIT-FR BRAKE,LH	\$358.08
FL124	75049A	075049	58180F3A00	CALIPER KIT-FR BRAKE,LH	\$346.31
IL094	141527	141527	58180F3A00	CALIPER KIT-FR BRAKE,LH	\$346.31
IN050	12397A	212397	581902VA10	CALIPER KIT-FR BRAKE,RH	\$376.73
IL051	48836A	648836	581902WA40	CALIPER KIT-FR BRAKE,RH	\$357.37
VA006	67731D	667731	581903QA50	CALIPER KIT-FR BRAKE,RH	\$291.02
VA049	07073E	107073	581903QA50	CALIPER KIT-FR BRAKE,RH	\$291.02
OH061	36298E	136298	581903QA50	CALIPER KIT-FR BRAKE,RH	\$291.02
KS010	01484A	601484	581904ZA00	CALIPER KIT-FR BRAKE,RH	\$346.87
OH060	60740A	160740	581904ZA70	CALIPER KIT-FR BRAKE,RH	\$336.60
MN027	23650E	023650	58190D3A10	CALIPER KIT-BRAKE,RH	\$357.37

Dealer Code	Claim Number	Repair Order Number	Part Number	Part Description	List Price
CA296	78005A	078005	58190D4A10	CALIPER KIT-FR BRAKE,RH	\$358.08
FL125	64791B	164791	58190D4A10	CALIPER KIT-FR BRAKE,RH	\$358.08
IL094	141527	141527	58190F3A00	CALIPER KIT-FR BRAKE,RH	\$336.89
NM020	26512A	026512	58210E6500	BRAKE ASSY-RR WHEEL,LH	\$616.26
AL008	52340A	352340	584110U000	DRUM ASSY-RR BRAKE	\$243.26
FL057	62031A	662031	585102M500	CYLINDER ASSY-BRAKE MASTER	\$305.81
FL114	05483A	505483	585102S201	CYLINDER ASSY-BRAKE MASTER	\$320.66
FL110	29573A	429573	585102V200	CYLINDER ASSY-BRAKE MASTER	\$523.71
NJ051	A87519	887519	585103M000	CYLINDER ASSY-BRAKE MASTER	\$305.81
NJ032	65458A	265458	585103Q400	CYLINDER ASSY-BRAKE MASTER	\$305.81
TX095	49858A	549858	58510B1000	CYLINDER ASSY-BRAKE MASTER	\$202.61
IL068	28872C	028872	58510C1200	CYLINDER ASSY-BRAKE MASTER	\$297.65
ND010	44995D	344995	58510C1200	CYLINDER ASSY-BRAKE MASTER	\$297.65
FL144	03124A	703124	58510D3100	CYLINDER ASSY-BRAKE MASTER	\$299.52
NY127	145596	145596	58510D3100	CYLINDER ASSY-BRAKE MASTER	\$299.52
MN027	23650E	023650	587971R000	CALIPER KIT-FR BRAKE,RH	\$1.12
GA056	23918B	023918	954402D401	TRANSMISSION ASSY-DCT	\$719.02
CA372	05883A	305883	977011R100	COMPRESSOR ASSY	\$525.26
NV020	A68212	468212	97701D3200	COMPRESSOR ASSY	\$730.89
MA021	95449H	95449H	97701D3201	COMPRESSOR ASSY	\$730.89
MS024	165392	016539	97701D3300	COMPRESSOR ASSY	\$730.89
CA366	67325C	067325	97701E6000	COMPRESSOR ASSY	\$1,540.92
AZ020	50358A	050358	97701F2100	COMPRESSOR ASSY	\$631.89
AZ042	94570C	194570	97701F2100	COMPRESSOR ASSY	\$631.89
CA314	934021	093402	97701F2100	COMPRESSOR ASSY	\$631.89
CA325	230812	023081	97701F2100	COMPRESSOR ASSY	\$631.89
CA232	32110B	232110	97701F2800	COMPRESSOR ASSY	\$631.89
CA376	27609C	027609	97701F2800	COMPRESSOR ASSY	\$631.89
FL118	16017A	316017	97701F2800	COMPRESSOR ASSY	\$631.89

**\$152,843.23**

**EXHIBIT B  
DONATED PARTS RECEIPT**

By receipt of the parts described below, it is acknowledged that the below named Donee understands and agrees to all the terms and conditions stated in the Agreement for Vocational Use of Parts dated October 2, 2019.

No.	Part Number	Part Description
1	58110B1200	BRAKE ASSY-FR,LH
2	581102M700	BRAKE ASSY-FR,LH
3	581102M700	BRAKE ASSY-FR,LH
4	581102V150	BRAKE ASSY-FR,LH
5	58110F3000	BRAKE ASSY-FR,LH
6	58110B1200	BRAKE ASSY-FR,LH
7	581103Q500	BRAKE ASSY-FR,LH
8	58210E6500	BRAKE ASSY-RR WHEEL,LH
9	58180D3A10	CALIPER KIT-BRAKE,LH
10	58190D3A10	CALIPER KIT-BRAKE,RH
11	58180B1A20	CALIPER KIT-FR BRAKE,LH
12	58180F3A00	CALIPER KIT-FR BRAKE,LH
13	581802SA51	CALIPER KIT-FR BRAKE,LH
14	58180D4A10	CALIPER KIT-FR BRAKE,LH
15	581803QA50	CALIPER KIT-FR BRAKE,LH
16	58180D4A10	CALIPER KIT-FR BRAKE,LH
17	58180F3A00	CALIPER KIT-FR BRAKE,LH
18	581804ZA70	CALIPER KIT-FR BRAKE,LH
19	581803QA50	CALIPER KIT-FR BRAKE,LH
20	58190D4A10	CALIPER KIT-FR BRAKE,RH
21	58190D4A10	CALIPER KIT-FR BRAKE,RH
22	581902WA40	CALIPER KIT-FR BRAKE,RH
23	581902VA10	CALIPER KIT-FR BRAKE,RH
24	581904ZA00	CALIPER KIT-FR BRAKE,RH
25	581904ZA70	CALIPER KIT-FR BRAKE,RH
26	581903QA50	CALIPER KIT-FR BRAKE,RH
27	581903QA50	CALIPER KIT-FR BRAKE,RH
28	58190F3A00	CALIPER KIT-FR BRAKE,RH
29	581903QA50	CALIPER KIT-FR BRAKE,RH
30	587971R000	CALIPER KIT-FR BRAKE,RH
31	97701F2100	COMPRESSOR ASSY
32	97701F2100	COMPRESSOR ASSY
33	97701F2800	COMPRESSOR ASSY
34	97701F2100	COMPRESSOR ASSY
35	97701F2100	COMPRESSOR ASSY
36	97701E6000	COMPRESSOR ASSY
37	977011R100	COMPRESSOR ASSY
38	97701F2800	COMPRESSOR ASSY
39	97701F2800	COMPRESSOR ASSY
40	97701D3201	COMPRESSOR ASSY

<b>No.</b>	<b>Part Number</b>	<b>Part Description</b>
41	97701D3300	COMPRESSOR ASSY
42	97701D3200	COMPRESSOR ASSY
43	585102M500	CYLINDER ASSY-BRAKE MASTER
44	585102V200	CYLINDER ASSY-BRAKE MASTER
45	585102S201	CYLINDER ASSY-BRAKE MASTER
46	58510D3100	CYLINDER ASSY-BRAKE MASTER
47	58510C1200	CYLINDER ASSY-BRAKE MASTER
48	58510C1200	CYLINDER ASSY-BRAKE MASTER
49	585103Q400	CYLINDER ASSY-BRAKE MASTER
50	585103M000	CYLINDER ASSY-BRAKE MASTER
51	58510D3100	CYLINDER ASSY-BRAKE MASTER
52	58510B1000	CYLINDER ASSY-BRAKE MASTER
53	530003B500	DIFFERENTIAL CARRIER
54	530003B500	DIFFERENTIAL CARRIER
55	530003B500	DIFFERENTIAL CARRIER
56	530003B500	DIFFERENTIAL CARRIER
57	530003B500	DIFFERENTIAL CARRIER
58	530003B500	DIFFERENTIAL CARRIER
59	530003B500	DIFFERENTIAL CARRIER
60	517122M700	DISC-FRONT WHEEL BRAKE
61	517123Y000	DISC-FRONT WHEEL BRAKE
62	517124Z000	DISC-FRONT WHEEL BRAKE
63	517123Q000	DISC-FRONT WHEEL BRAKE
64	51712C2000	DISC-FRONT WHEEL BRAKE
65	584110U000	DRUM ASSY-RR BRAKE
66	211012GK06HRM	ENGINE ASSY
67	211012GK50QQH	ENGINE ASSY
68	211012GK18	ENGINE ASSY
69	581012MA10	PAD KIT-FRONT DISC BRAKE
70	58101F3A00	PAD KIT-FRONT DISC BRAKE
71	581014ZA70	PAD KIT-FRONT DISC BRAKE
72	581013QA50	PAD KIT-FRONT DISC BRAKE
73	58101D4A10	PAD KIT-FRONT DISC BRAKE
74	581012WA40	PAD KIT-FRONT DISC BRAKE
75	581012VA10	PAD KIT-FRONT DISC BRAKE
76	58101D4A10	PAD KIT-FRONT DISC BRAKE
77	361002E551	STARTER ASSEMBLY
78	361002E551	STARTER ASSEMBLY
79	361002E551	STARTER ASSEMBLY
80	361002E551	STARTER ASSEMBLY

No.	Part Number	Part Description
81	361002E551	STARTER ASSEMBLY
82	361002E551	STARTER ASSEMBLY
83	361002E551	STARTER ASSEMBLY
84	361002E551	STARTER ASSEMBLY
85	361002E551	STARTER ASSEMBLY
86	361002E551	STARTER ASSEMBLY
87	361002E551	STARTER ASSEMBLY
88	002683D340	TRANSMISSION
89	002684E061	TRANSMISSION
90	002684E061	TRANSMISSION
91	4500049201	TRANSMISSION
92	002684E061	TRANSMISSION
93	430002D055	TRANSMISSION ASSY-DCT
94	430002D032	TRANSMISSION ASSY-DCT
95	430002D045	TRANSMISSION ASSY-DCT
96	954402D401	TRANSMISSION ASSY-DCT
97	430002D032	TRANSMISSION ASSY-DCT
98	430002D055	TRANSMISSION ASSY-DCT
99	430002D055	TRANSMISSION ASSY-DCT
100	430002D076	TRANSMISSION ASSY-DCT
101	430002D045	TRANSMISSION ASSY-DCT
102	4300032913	TRANSMISSION ASSY-MANUAL
103	430002D045	TRANSMISSION ASSY-MANUAL
104	450003D340	TRANSMISSION HYBRID
105	002683D340	TRANSMISSION HYBRID

**DONOR:**

Hyundai Motor America

By: \_\_\_\_\_  
 Barry Ratzlaff  
 Chief Customer Officer/  
 Vice President, Customer Satisfaction

By: \_\_\_\_\_  
 Rudy Enriquez  
 Senior Manager, Purchasing

**DONEE:**

Rancho Santiago Community College District, on  
 behalf of Santa Ana College

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

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with Cambridge West Partnership, LLC	
Action:	Request for Approval	

**BACKGROUND**

At the direction of Dr. Linda Rose, a work group consisting of staff and faculty is working on the development and implementation of an FTES restoration plan for Santa Ana College. Cambridge West Partnership, LLC (CWP) will assist the work group with the development of the plan through research of the college's FTES production and the delivery of reports and a processes and procedures manual based on effective and efficient practices in accordance with the Student Centered Funding Formula.

**ANALYSIS**

CWP will research and report on why, where, and how FTES declined based on analysis of trends, schedules, surveys, and outreach/recruitment efforts. Other CWP deliverables include a report on California Community College effective practices in efficient FTES production and a standing report populated by Ellucian Colleague and/or other information systems that displays efficiency data across departments based on the allocation of resources. Additionally, CWP will produce a processes and procedures manual for FTES optimization that will include staff assignments, an annual calendar of when staff must perform certain processes and procedures and schedule/catalog production timeline.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Cambridge West Partnership, LLC, located in Tustin, California, as presented.

Fiscal Impact:	Not to exceed \$26,400	Board Date: October 14, 2019
Prepared by:	Simon B. Hoffman, Ed.D., Vice President, Administrative Services	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



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

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

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

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

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

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

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

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

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on October 15, 2019, whichever is later, and shall continue in full force and effect thereafter until and including October 14, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Twenty-Six Thousand Four Hundred Dollars (\$26,400.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

### Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)  
Simon B. Hoffman  
Vice President, Administrative  
Services 1530 West 17<sup>th</sup> Street  
Santa Ana, CA, 92706  
hoffman\_bart@sac.edu

Contractor: C.M. Brahmhatt, Managing Director  
2472 Chambers Road, Suite210

Tustin, CA, 92780  
CM@cambridgewestpartnership.com

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

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

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

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

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

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

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

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

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

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to

Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

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

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing

business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

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

CONTRACTOR

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

Print Name: \_\_C.M. Brahmbhatt

Print Title: \_\_Managing Director

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

## Exhibit A

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

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

1. Participate on the SAC FTES Restoration Work Group, researching FTES production and providing the following deliverables:
  - a. As input to the college's Enrollment Management Plan:
    - i. Written report on why, where, and how FTES declined based on analysis of trends, schedules, surveys and outreach/recruitment efforts.
    - ii. Written report on California Community College effective practices in efficient FTES production that includes detailed methodology.
  - b. Written processes and procedures manual for efficient FTES optimization based on the current Student Centered Funding Formula and anticipated future changes to the formula. The manual will also include the following items:
    - i. Detailed staff assignments.
    - ii. Annual monthly calendar depicting when staff must perform certain processes and procedures.
    - iii. Schedule production/catalog production timeline.
  - c. A standing report populated by Ellucian Colleague and/or other information systems that displays efficiency data (i.e. fill rates, average class size, FTES ratios, etc.) across departments based on where the college allocates its resources.
2. Perform other tasks based on consensus among Work Group members that will increase positive outcomes.

Project completion may require up to 165 hours at a rate \$160.00 per hour or a total not to exceed \$26,400. Actual hours will be billed on a monthly basis. Printing (if requested) will be billed separately. All invoices must include the purchase order number.

Based on the findings, the project scope and schedule may change upon agreement by both parties.

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Sponsorship Agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (“Pepsi”)	
Action:	Request for Approval	

**BACKGROUND**

The District is currently in a five-year exclusivity sponsorship agreement with the Pepsi Bottling Group that ends October 2019. The District is looking to enter into a new Sponsorship Agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (“Pepsi”). This Sponsorship Agreement gives Pepsi the rights to be the exclusive beverage supplier pouring rights Districtwide and provides for sponsorship dollars, commissions, rebates and additional funds for scholarship and sustainability projects.

**ANALYSIS**

Pepsi has proposed a five (5) year agreement to have exclusive pouring rights for the District and provide a sponsorship of \$385,000.00 dispersed in annual allotments over the term of the agreement. Also, provided is an annual \$3,000.00 scholarship fund, an annual sustainability fund of \$1,500.00, a \$10,000 annual flex spending fund, commissions on vending sales, and \$1,800 in free product annually.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Sponsorship Agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (“Pepsi”), located in Aliso Viejo, California, as presented.

Fiscal Impact:	\$476,000 in total revenue over five (5) years Board Date: October 14, 2019 excluding vending machine commissions and rebates
Prepared by:	Simon B. Hoffman, Ed.D., Vice President, Administrative Services Jennie Adams, Director, Auxiliary Services
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College
Recommended by:	Marvin Martinez, Chancellor, RSCCD

## SPONSORSHIP AGREEMENT

This sets forth the Sponsorship Agreement (“*Agreement*”) between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 27717 Aliso Creek Road, Aliso Viejo, CA 92656 (“*Pepsi*”) and Rancho Santiago Community College District, on behalf of Santa Ana College and Santiago Canyon College (collectively the “*Colleges*”) with its principal place of business at 2323 N. Broadway, Santa Ana, CA 92706 (the “*District*”).

**WHEREAS**, Pepsi desires the right to be the exclusive supplier of Beverages (as defined below) to the District; and

**WHEREAS**, Pepsi is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products and the District has determined that it is in the best interests of the District to contract with Pepsi to provide services for the sale of beverage products; and

**WHEREAS**, Pepsi wishes to identify itself with the District and to have its products promoted and sold at the Facilities (as defined below) and further wishes to receive the other promotional benefits provided for by the District in this Agreement; and

**NOW, THEREFORE**, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree as follows:

### AGREEMENT

#### **1. DEFINITIONS.**

“*Approved Cups*” means the disposable cups approved by Pepsi from time to time as its standard trademark cups and other containers approved by Pepsi from time to time and bearing the trademark(s) of Pepsi and/or other Products. In addition, Pepsi agrees that the District shall have the right to produce limited-run commemorative plastic cups reasonably acceptable to Pepsi for use at the Facilities and that such cups shall also be considered to be Approved Cups, provided that Pepsi’s trademark(s) for Pepsi® shall be included on such commemorative cups. The use and size of Pepsi’s trademark(s) on such commemorative cups shall be subject to the prior approval of Pepsi.

“*Beverage*” or “*Beverages*” means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas (“*LCT*”), (ix) frozen carbonated and non-carbonated beverages (“*FB*”), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

“*Cases*” shall mean the number of cases of Packaged Products purchased by the District from Pepsi, initially delivered in quantities of 24, 15, 12, 8, and 6 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

“**Competitive Products**” shall mean any and all Beverages other than the Products.

“**District Marks**” shall mean (i) the Designations (as defined below) and (ii) the District’s characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations which are owned, licensed to or controlled by the District and which relate to the Facilities and which are in existence on at the beginning of the Term or which will be created during the Term. For clarity purposes, District Marks shall include, without limitation, characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations associated with or related to all intercollegiate athletic teams associated with the District, at the beginning of the Term or which will be created during the Term, if any.

“**Designations**” shall include, but not be limited to, the following: “A Proud Sponsor of the [District],” “Official Water and Soft Drink of the [District]” and “Official Sponsor of the [District].”

“**Equipment**” means the following types of equipment owned and operated by Pepsi and used to sell or dispense the Products: (i) full service vending machines (“**Vending Machines**”); (ii) retail single-serve food service equipment and (iii) fountain service equipment.

“**Facilities**” shall mean the entire premises of every facility owned, leased, occupied or operated by the District or its Food Service Provider, now or in the future, including all buildings, the grounds, parking lots, dining facilities, snack bars, food carts, book stores, athletic facilities and concession stands, and, for each building, the grounds, parking, lots, dining facilities, unbranded and branded food service outlets and vending areas. “**Facilities**” shall also be deemed to include all and other convenience store operations and restaurants initiated during the Term of this Agreement in space leased to third-party commercial tenants within District-owned buildings principally utilized for educational purposes, student activities or student residences.

“**Food Service Provider**” shall mean any food service provider which may serve at the Facilities at any point during the Term. The District acknowledges and agrees that this Agreement, including the pricing, funding and other consideration provided for herein is based on the District’s current operating model/use of third party Food Service Providers. Thus, in the event that: (i) if the District is currently self-operated, the District switches to a Food Service Provider, or (ii) if the District currently uses a Food Service Provider to operate its concessions, such agreement between the District and the current Food Service Provider expires or is terminated, and the District enters into a new arrangement with a Food Service Provider; then any such new or subsequent agreement between the District and any Food Service Provider (pursuant to either (i) or (ii) above) shall require such Food Service provider to abide by the applicable pricing and other terms set forth in this Agreement to the exclusion of all other benefits, and shall specifically require such Food Service Provider to affirm that it will not be entitled or seek to receive any funding or other benefits/consideration in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi’s affiliates. In the event that the District fails to adhere to this requirement (or the Food Service Provider refuses to abide accordingly), then District hereby authorizes Pepsi, and Pepsi shall be entitled to adjust its pricing, funding or other consideration provided to the District by an amount equal to the incremental costs incurred by Pepsi as a result of the District’s change in Food Service Providers.

“**Gallons**” shall mean the number of gallons of the Postmix Products purchased by the District from Pepsi.

“**Packaged Products**” shall mean Beverages that are distributed in pre-packaged form (*i.e.*, bottles & cans). A current list of Pepsi’s Packaged Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

“**Postmix Products**” shall mean beverage products used to create and dispense fountain beverages. A current list of Pepsi’s Postmix Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

“**Products**” shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

“**Year**” shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

## 2. **TERM.**

The term of this Agreement shall be for a Five (5) year period beginning on October 1, 2019 and expiring on September 30, 2024, unless sooner terminated as provided herein (“**Term**”).

## 3. **GRANT OF BEVERAGE AVAILABILITY AND MERCHANDISING RIGHTS.**

During the Term, District hereby grants to Pepsi the following exclusive Beverage availability and exclusive Beverage merchandising right as set forth and described below:

### A. Beverage Availability at the Facilities.

#### (1) Grant of Rights.

(a) Pepsi shall have the exclusive right to make Beverages available for sale and distribution throughout the Facilities, including the right to provide all Beverages sold at athletic contests (*i.e.*, concession stands, sales in stands (hawking) or other means), booster club activities, and all other special events conducted at or any location on the Facilities (“**Special Events**”). The Products shall be the only Beverages sold, dispensed or served at the Facilities (*i.e.*, at concession stands, sales in stands (hawking) or other means), and the Products shall be sold at all food service concession or vending locations located within the Facilities; and

(b) Pepsi shall have the exclusive right to install the Equipment throughout the Facilities. Pepsi shall have the further right to install additional Equipment in buildings and facilities acquired and/or constructed by the District after the date of this Agreement. Pepsi shall install the Equipment at its sole expense; *provided, however*, that the District will be responsible for all electrical hook-ups and charges related thereto. Pepsi shall have the right to place full trademark panels on all sides of its Equipment. Pepsi, or one of its affiliates, shall retain title to all Equipment.

(2) Purchasing of Postmix Products.

The Postmix Products shall be purchased by District or the Food Service Provider from Pepsi at the prices established by Pepsi from time to time. Current pricing for Postmix Products is as set forth in Exhibit A attached hereto.

(3) Purchasing of Packaged Products.

The Packaged Products shall be purchased by District or the Food Service Provider from Pepsi at prices established by Pepsi from time to time. Current pricing for Packaged Products is as set forth in Exhibit A attached hereto.

(4) Food Service.

During the Term, Pepsi shall work directly with, District and the Food Service Provider for the Facilities, to provide all of its requirements for the Products. District shall cause its Food Service Provider to purchase the Product from Pepsi at prices as determined by Pepsi. The District shall cause its Food Service Provider to purchase Products from Pepsi in sufficient quantities to ensure the regular and continuous distribution of the Products at the Facilities. Pepsi shall work directly with District and its Food Service Provider to promote sales of the Products through appropriate point-of-sale and other advertising materials bearing the trademarks of the Products at Pepsi's expense.

(5) Vending.

Pepsi shall have the right to place no less than Twenty-five (25) Vending Machines at the Facilities for dispensing the Products; *provided, however*, that Pepsi shall work with District to identify optimal locations for such equipment. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to Vending Machines.

B. Product Merchandising Rights.

During the Term and subject to the terms and conditions contained in this Agreement, District grants Pepsi the exclusive right to merchandise Beverages at the Facilities as set forth and described below:

(1) Menu Board Advertising.

District agrees that Pepsi's trademarks for products shall be listed on the menu boards at concession locations in which Products are served to Districts at the Facilities. All brand identification containing Pepsi trademarks and/or service marks for menu boards set forth herein will be prepared and installed by District at District's sole cost and expense.

(2) Approved Cups; Product Hawking and Catering.

District agrees that all Products served, sold or dispensed at concession locations in which Products are served to Districts at the Facilities shall be served in Approved Cups and all other Beverages served, sold or dispensed within the Facilities shall be served in either

Approved Cups or other disposable cups which do not bear, display or contain the trademarks or service marks of a manufacturer of Competitive Products. Pepsi agrees to make Approved Cups available for purchase and the District shall purchase, and shall require that all concessionaires, Food Service Providers, booster clubs and other third parties selling Beverages at the Facilities purchase all Products, cups, lids and carbon dioxide directly from Pepsi at prices determined by Pepsi. District shall cause Products to be “*hawked*” at the Facilities at all events taking place at the Facilities (including, without limitation, at all home games of all intercollegiate athletic teams associated with the District, if any), and served as part of the catering selection in private boxes, suite, backstage areas, lockerooms and press areas. District further agrees that Products to be “*hawked*” in the stands shall be sold only in Approved Cups. As used herein, “*hawking*” shall refer to the sale of single servings of a product in the seating areas of the Facilities through the use of vendors circulating through such seating areas.

#### 4. GRANT OF ADVERTISING AND PROMOTIONAL RIGHTS.

During the Term, District hereby grants to Pepsi the right to advertise and promote Products in and with respect to the District and the District Marks upon the terms and conditions contained in this Agreement and as set forth and described below.

##### A. Advertising

###### (1) Design and Installation of District Advertising.

Pepsi agrees, at its own cost, to provide District with the general design of all District Advertising. The District Advertising shall be constructed and installed by District (or an agent thereof) at District’s sole cost and expense. All District Advertising shall be in conformity with the general scheme and plan of the District and the surrounding areas.

###### (2) Advertising/Signage Changes/Removal.

District recognizes Pepsi’s right to change, modify, alter or remove its advertising for, or identification of, any of the Products or to discontinue the manufacture of any of the Products. Pepsi shall reimburse District for all reasonable costs and expenses incurred by District in changing, modifying, altering or removing any Facilities Advertising, menu boards and other Pepsi identification or references to any of the Products necessitated by Pepsi’s changes to or removal of the advertising, trademarks or trade names, designations or identification thereof. Pepsi shall have the right to modify, change, alter or remove the promotional messages appearing thereon and all such modifications, changes, alterations and/or removals shall be at Pepsi’s sole cost and expense. District shall use reasonable efforts to minimize the cost to Pepsi for changing, modifying, altering and/or removing Pepsi’s advertising.

###### (3) Maintenance of Signage.

District shall maintain all Facility Advertising and other signs and advertising for Products in good order. District shall effect any necessary repairs reasonably determined

by District at District's sole cost and expense. Where practical, District shall consult with Pepsi prior to incurring any material signage or other related maintenance expenses.

B. Promotional Rights.

(1) General Sponsorship Designation.

District hereby agrees that Pepsi shall have the right to promote the fact that Pepsi is an official sponsor of the District and its intercollegiate athletic teams, if any, and that the Products are available at the Facilities, including the right of Pepsi to refer to itself using the Designations. Such promotion may be conducted through the distribution channels of television, radio and print media, on the packaging of (including cups and vessels) and at the point-of-sale of any and all Products wherever they may be sold or served.

C. Representations, Warranties and Covenants regarding the Ownership and Protection of the District Marks and Related Proprietary Rights.

District represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to the District Marks (including without limitation, all goodwill associated therewith) and Pepsi's use of the District Marks pursuant to this Agreement will not infringe the rights of any third parties. Pepsi acknowledges that nothing contained in this Agreement shall provide Pepsi with any right, title or interest to the District Marks other than the right to use such District Marks granted under this Agreement. Pepsi (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of District and its affiliates and cooperate with District and its affiliates to procure any protection or to protect any of the rights of District and its affiliates in and to the District Marks. Pepsi shall cause to appear on all materials incorporating the District Marks such legends, markings and notices as District or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the District Marks. Pepsi shall not make any alterations or changes to the design or type of the District Marks without the prior written consent of District.

D. Representations, Warranties and Covenants regarding the Ownership and Protection of Proprietary Rights of Pepsi.

Pepsi represents and warrants that Pepsi is authorized to use certain names, logos, service marks and trademarks of PepsiCo, Inc. (including without limitation, all goodwill associated therewith) (the "***Pepsi Marks***") under a license from PepsiCo, Inc. District acknowledges that nothing contained in this Agreement shall provide District with any right, title or interest to the names, logos, service marks and trademarks of PepsiCo, Inc. without the prior written approval of PepsiCo, Inc. District (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of PepsiCo, Inc., Pepsi and its affiliates and cooperate with PepsiCo, Inc., Pepsi and its affiliates to procure any protection or to protect any of the rights of PepsiCo, Inc., Pepsi and its affiliates in and to the Pepsi Marks. District shall cause to appear on all materials incorporating the Pepsi Marks such legends, markings and notices as Pepsi or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other

right with respect to the Pepsi Marks. District shall not make any alterations or changes to the design or type of the Pepsi Marks without the prior written consent of PepsiCo, Inc.

## 5. **GRANT OF OTHER RIGHTS.**

### A. Sampling.

District agrees to permit to conduct, at Pepsi's sole cost and expense, limited sampling of Pepsi products at the Facilities in a form and manner as specifically authorized and approved by District and in accordance with rules and procedures established by District, in its sole discretion, as may be amended or supplemented from time to time by District.

### B. Right of First Negotiation/Refusal.

It is hereby agreed that District shall not enter into another agreement for the rights granted hereunder commencing within 365 days after the end of the expiration of the Term unless it shall have complied with the following procedures:

(1) It is hereby agreed that District and Pepsi shall enter into negotiations to extend the terms of this Agreement no later than one hundred twenty (120) days prior to the end of the Term. In the event the parties cannot agree to the terms under which this Agreement will be continued thirty (30) days prior to the end of the Term, District shall be free to enter into negotiations with third parties.

(2) In the event that District receives a bona fide offer for any of the rights granted under this Agreement, District shall notify Pepsi of such offer including the consideration payable to District and the length of term. Pepsi may, within sixty (60) days of such notice, notify District that it is willing to enter into an extension of this Agreement for the term set forth in such notice and providing for the fees and other consideration payable to District described in such notice.

(3) If Pepsi fails to send the notice set forth in subparagraph (2) within the time period provided therein, District shall be free to enter into an agreement with any party thereafter, free and clear of any rights of Pepsi; *provided, however*, that such arrangement may not provide for a term, fees and other consideration payable to District which are less than those stipulated in District's notice given pursuant to subparagraph (2). Nothing herein shall preclude District from entering into any arrangement whatsoever (i) following a termination of this Agreement by reason of Pepsi's default; or (ii) for a period commencing more than 365 days after the expiration of the entire Term set forth herein.

## 6. **EXCLUSIVITY.**

A. During the Term, District, its agents, representatives, intercollegiate athletic teams coaches and players, and staff (i) shall not themselves nor shall they permit a third party to, sell, serve, promote, market, advertise, sponsor or endorse Competitive Products at the Facilities or in connection with the District, its intercollegiate athletic teams coaches and players, and its staff and (ii) shall ensure that the Products are the only Beverages sold, served, promoted, marketed, advertised, merchandised, sponsored or endorsed, at the Facilities or in connection with the District, intercollegiate athletic teams coaches and players, and its staff.

B. District recognizes that Pepsi has paid valuable consideration to ensure an exclusive associational relationship with the Facilities, District, and/or District Marks with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Pepsi’s valuable rights. Accordingly, the District will promptly oppose Ambush Marketing (as defined below) and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Pepsi pursuant to this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other party of such activity immediately upon learning thereof. As used herein, “**Ambush Marketing**” shall mean an attempt by any third party, without Pepsi’s consent, to associate Competitive Products with the Facilities, District and/or District Marks, or to suggest that Competitive Products are endorsed by or associated with the Facilities, District and/or District Marks by referring directly or indirectly to the Facilities, District and/or District Marks.

**7. CONSIDERATION.**

In consideration for the advertising, merchandising, promotional rights, and the other related rights and benefits provided to Pepsi by District as described herein, and provided District is not in breach of this Agreement, Pepsi agrees to pay to District:

A. Annual Sponsorship Fund.

An Annual Sponsorship Fund (the “**Annual Sponsorship Fund**”), payable annually pursuant to the following:

Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
1	October 1, 2019 – October 3, 2020	\$75,000	The execution of this Agreement by both parties.
2	October 1, 2020 – September 30, 2021	\$75,000	October 1, 2020
3	October 1, 2021 – September 30, 2022	\$75,000	October 1, 2021
4	October 1, 2022 – September 30, 2023	\$80,000	October 1, 2022
5	October 1, 2023 – September 30, 2024	\$80,000	October 1, 2023

\* The District acknowledges and agrees that each Annual Sponsorship Fund payable to the District is based on a minimum number of Units purchased from Pepsi and sold throughout all the Facilities pursuant to this Agreement during the applicable Year. The minimum number of Units per Year is 13,600 (“**Annual Units Threshold**”). As used herein, “**Units**” means Gallons and Cases (including Cases sold through Vending Machines). For the purposes of determining Units sold, 1 Case shall equal 1 Gallon. Therefore, if during any Year the number of Units falls below the Annual Units Threshold, then the Annual Sponsorship Fund payable for the next Year will be reduced by a percentage equal to the percentage decrease between the Annual Units Threshold and the actual number of Units sold during such Year. *For example, if the Annual Sponsorship Fund is \$1,000 and the Annual Units Threshold is 500 Units, and during Year 1 the actual Units sold is 250 Units, and then the Annual Sponsorship Fund for Year 2 will be \$500 (reduced by 50%).*

The Annual Sponsorship Fund is earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the District’s failure to cure a breach hereof, the unearned Annual Sponsorship Fund will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination.) herein.

B. Annual Scholarship Fund.

An Annual Scholarship Fund (the “*Annual Scholarship Fund*”), payable annually pursuant to the following:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount</i>	<i>Due Date: within 60 days after:</i>
1	October 1, 2019 – September 30, 2020	\$3,000	Execution of Agreement by parties
2	October 1, 2020 – September 30, 2021	\$3,000	October 1, 2020
3	October 1, 2021 – September 30, 2022	\$3,000	October 1, 2021
4	October 1, 2022 – September 30, 2023	\$3,000	October 1, 2022
5	October 1, 2023 – September 30, 2024	\$3,000	October 1, 2023

Pepsi will receive recognition in connection with those scholarships that are awarded using the Annual Scholarship Fund. The Annual Scholarship Fund is earned throughout the Year in which it is paid. In the event Pepsi terminates this Agreement due to the District’s failure to cure a breach hereof, the unearned Annual Scholarship Fund will be repaid to Pepsi pursuant to the terms of Section 10.D herein.

C. Annual Marketing Support

In each Year during the Team, Pepsi will provide District with an annual marketing support valued at up to Two Thousand US Dollars (\$2,000) (the “*Annual Marketing Support*”). The Annual Marketing Support will be used and spent by Pepsi to pay for point-of-sale materials and promotional programs in support of sale of the Products at the District, as mutually agreed to by the parties. District acknowledges and agrees that unused Marketing Support in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment.

D. Annual Sustainability Fund.

An Annual Sustainability Fund (the “*Annual Sustainability Fund*”), payable annually pursuant to the following:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount</i>	<i>Due Date: within 60 days after:</i>
1	October 1, 2019 – September 30, 2020	\$1,500	Execution of Agreement by parties
2	October 1, 2020 – September 30, 2021	\$1,500	October 1, 2020
3	October 1, 2021 – September 30, 2022	\$1,500	October 1, 2021
4	October 1, 2022 – September 30, 2023	\$1,500	October 1, 2022
5	October 1, 2023 – September 30, 2024	\$1,500	October 1, 2023

District acknowledges that the Annual Sustainability Fund is intended to be used by District to support its sustainability initiatives at the Facilities. The Annual Sustainability Fund is earned throughout the Year in which it is paid. In the event Pepsi terminates this Agreement due to the District’s failure to cure a breach hereof, the unearned Annual Sustainability Fund will be repaid to Pepsi pursuant to the terms of Section 10.D herein.

E. Flex Funds

An Annual Flex Fund (the “*Flex Fund*”), payable annually pursuant to the following:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount</i>	<i>Due Date: within 60 days after:</i>
1	October 1, 2019 – September 30, 2020	\$10,000	Execution of Agreement by parties
2	October 1, 2020 – September 30, 2021	\$10,000	October 1, 2020
3	October 1, 2021 – September 30, 2022	\$10,000	October 1, 2021
4	October 1, 2022 – September 30, 2023	\$10,000	October 1, 2022
5	October 1, 2023 – September 30, 2024	\$10,000	October 1, 2023

District acknowledges that the Flex Fund is intended to be used and spent by District to support for example: event sponsorship, merchandise and student activities. The Annual Flex Fund is earned throughout the Year in which it is paid. In the event Pepsi terminates this Agreement due to the District’s failure to cure a breach hereof, the unearned Annual Sustainability Fund will be repaid to Pepsi pursuant to the terms of Section 10.D herein. Pepsi pursuant to the terms of Section 10.D herein.

F. Commissions.

Commissions, as a percentage of the actual cash (“*cash in bag*” or “*CIB*”) collected by Pepsi from the Vending Machines placed at the Facilities, plus actual amounts received by Pepsi in connection with credit card or debit card sales (collectively with CIB, “*Revenue*”), less any applicable fees or deposits (“*Commissions*”). Such Commissions shall be at the rate(s) set forth below (the “*Commission Rate*”) and shall be calculated as follows:

*For locations in California:*

$$(CIB * Commission Rate) – applicable CRV = Commission Due$$

<b>Product</b>	<b>Initial Vend Price*</b>	<b>Commission Rate**</b>
All 20oz CSDs	\$1.75	38%
Mt Dew	\$2.00	38%
*Commission Rates and Vend Prices for new Products will be mutually agreed upon by Pepsi. If Pepsi proposes any new Products to the District during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new Product.		

(1) Commissions Payment. Commissions shall be remitted by Pepsi to the District within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to District. District agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by District in writing within one (1) year of the date such Commissions payment is due. District further acknowledges and agrees that it shall not receive any Commissions payment from Pepsi if Commissions fail to reach a certain

threshold amount per period or quarter. The applicable threshold amounts vary based on the payment period and will be established and communicated pursuant to Pepsi’s policies and procedures related to its Full Service Vending business, as may be revised by Pepsi from time to time.

(2) **Change to Commission Rate.** District acknowledges and agrees that Pepsi established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, applicable sales taxes should increase by more than five percent (5%), then Pepsi shall have the right to automatically reduce the Commission Rate by the same percentage amount.

(3) **Change to Commission Formula.** In addition to the above, District agrees that Pepsi shall have the right to change its formula/method for calculating Commissions at any time in its reasonable discretion provided that any such formula adjustments shall not result in a material change to the Commissions due with respect to the same sales of Products.

(4) **Vend Price.** The minimum vend price necessary for District to qualify for any Commissions is set forth above. Pepsi shall have the absolute right, at its sole discretion, to change such vend prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonably consistent with applicable vending prices for similar accounts operating in the relative geography. Pepsi shall have the right to increase mech rates \$0.25 in Year 3.

G. **Rebates.**

Each Year throughout the Term, Pepsi shall calculate the total applicable Cases of Packaged Products and applicable Gallons of Postmix Products purchased from Pepsi by the District and its Food Service Provider pursuant to this Agreement, and shall provide the District with rebates calculated based on applicable amounts set forth below (the “**Rebates**”). The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term.

<b>Rebates Rates</b>	<b>Eligible Products**</b>
\$1.50/Case	<b>All Packaged Products</b>
<b>*The following Products are excluded from Rebates: Tropicana, Naked Juice Smoothie and Tropicana</b> <b>**24-pk or equivalent (e.g., two (2) 12-pk)</b>	

8. **ADDITIONAL CONSIDERATION.**

In addition to the consideration specified above, and provided District is not in breach of this Agreement, Pepsi shall provide the following further consideration to the District:

A. **Free Product Donations.** Pepsi will provide annual Product donations valued up to One Thousand Eight Hundred US Dollars (\$1,800), based on the then current price offered under this Agreement for the requested Products, for use across the District upon request of the District, *provided, however*, that the District will administer all requests through a central contact so that

the District may prioritize the requests. District acknowledges and agrees that donated Product requests not used or made in any Year shall not be carried over to the subsequent Year.

B. Pepsi will provide District with a one-time Foundation for California Community College Scholarship payment in the amount of Two Thousand US Dollars (\$2,000), payable to District within sixty (60) days of the signing of this Agreement by both parties.

C. Each Year during the Term, Pepsi will provide District with a Gatorade sideline merchandise support valued up to One Thousand Five Hundred US Dollars (\$1,500) (the “*Gatorade Sideline Merchandise Fund*”). This Gatorade Sideline Merchandise Fund will be held by Pepsi, and accessed by Pepsi to offset the cost of Gatorade sideline merchandise ordered by District. Any unused portion of the Gatorade Sideline Merchandise Fund in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment.

## 9. EQUIPMENT AND SERVICE.

### A. Beverage Dispensing and Other Equipment.

(1) Pepsi shall, based upon Pepsi’s survey of the Facilities’ needs, provide and install all Equipment at the Facilities for the dispensing of Product during the Term. Title to all Equipment shall be with Pepsi or its affiliates.

(2) During the Term Pepsi will provide, at no charge to the District, preventative maintenance and service to the Equipment. Pepsi will service and stock, if necessary, (i) the Equipment and (ii) any additional Equipment determined by the parties to be installed at new locations on the Facilities.

(3) The Equipment may not be removed from the Facilities without Pepsi’s written consent, and the District agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Pepsi. At the end of the Term, Pepsi shall have the right to, and shall upon request of the District, remove all Equipment from the Facilities at no expense to the District.

(4) Pepsi shall be responsible for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected therefrom. The District agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay commissions as provided in this Agreement on documented revenue losses resulting from vandalism or theft of product with respect to any Vending Machines on the Facilities.

(5) Pepsi, at its sole discretion or upon mutual agreement between the parties, agrees to install magnetic strip card, online or chip card offline readers on Vending Machines placed at the Facilities. If agreed to by Pepsi, Vending Machines in mutually agreed upon locations will be fitted with magnetic stripe card on-line or chip card off-line readers in accordance with a mutually agreed to conversion schedule.

(6) Pepsi reserves the absolute right to remove any glass front Vending Equipment that sells less than eight (8) cases of Product per week or any other Vending Equipment that sells less than two (2) cases of Product per week.

B. Service to Equipment.

Other than routine maintenance, which shall be the responsibility of and completed by District or its designee, Pepsi or its designated agents shall be responsible for maintaining, repairing and replacing the Equipment. Pepsi shall provide District with a telephone number to request emergency repairs and receive technical assistance related to the Equipment. Pepsi shall respond to each District request and use reasonable efforts to remedy the related Equipment problem as soon as possible.

**10. REMEDIES FOR LOSS OF RIGHTS - TERMINATION.**

A. District's Termination Rights.

Without prejudice to any other remedy available to District at law or in equity in respect of any event described below, this Agreement may be terminated by District at any time effective thirty (30) days following written notice to Pepsi from District if:

- (1) Pepsi fails to make any payment due hereunder, and such default shall continue for thirty (30) days after written notice of such default is received by Pepsi; or
- (2) Pepsi breaches or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect and Pepsi fails to cure such breach within forty-five (45) days after written notice of default is delivered to Pepsi. If such cure cannot reasonably be accomplished within such forty-five (45) day period, this provision shall not apply where Pepsi shall have, in good faith, commenced such cure and thereafter shall diligently proceed to completion; *provided, however*, that such cure is completed to the reasonable satisfaction of District within ninety (90) days from the date of Pepsi's receipt of such written notice of default.

B. Pepsi's Termination Rights.

Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi at any time, effective thirty (30) days following written notice to the District if (i) any of the Products are not made available as required in this Agreement by the District, their agents or concessionaires; (ii) any of the rights granted to Pepsi herein are materially restricted or limited during the Term of this Agreement; (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (*e.g.*, beverage tax or size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the District; or (iv) District breaches any or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect. In connection with the foregoing, Pepsi shall give District notice of the event and where applicable (for events within District's control), shall provide District forty-five (45) days to cure such breach. If the identified breach/event is not remedied with the applicable



notice period, then Pepsi may terminate this Agreement and recover from the District a reimbursement in accordance with Section D below (Sponsorship Fees in the Event of Termination). In addition to the termination rights set forth herein, in the event of any of the occurrences outlined in subsections (i) – (iii) above, Pepsi shall have the right, at its discretion and in lieu of termination, to mandate that the District meet and engage in good faith negotiations aimed at modifying the Agreement to reduce Pepsi’s ongoing support of the District by an amount that is equitable in light of the diminution of right to Pepsi (*e.g.*, equivalent to the percentage volume decline on campus). If such negotiations fail, then Pepsi shall have the right to terminate the Agreement upon thirty (30) days’ notice.

C. Additional Termination Rights Available to Pepsi and District.

Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall: (i) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement; or (ii) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or (iii) admit in writing its inability to pay its debts as such debts become due.

D. Sponsorship Fees in the Event of Termination.

If Pepsi terminates this Agreement pursuant to Section 10 or District terminates this Agreement without cause, then Pepsi shall be entitled to from District, without prejudice to any other right or remedy available to Pepsi, and District shall pay to Pepsi all funding paid by Pepsi to the District which remains unearned as of the time of termination.

With regard to the Annual Sponsorship Fund, the amount of such reimbursement shall be determined by multiplying the Annual Sponsorship Fund by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the total number of months within the Term (*e.g.*, 5 year term is 60 months). With regard to the Annual Scholarship Fund, the amount of such reimbursement shall be determined by multiplying Annual Scholarship Fund by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12). With regard to the Annual Sustainability Fund, the amount of such reimbursement shall be determined by multiplying Annual Sustainability Fund by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12). With regard to the Flex Fund, the amount of such reimbursement shall be determined by multiplying Flex Fund by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12).

## 11. TAXES.

District acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the District in connection with any fees payable by Pepsi under this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of Products through Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment.

## 12. CONFIDENTIALITY.

A. Except as otherwise required by law or the rules or regulations of any national securities exchange or the rules or regulation of the District, the District and Pepsi agree not to disclose Confidential Information (as hereinafter defined) to any third party other than to their respective directors, officers, employees and agents (and directors, officers, employees and agents of their respective affiliates) and advisors (including legal, financial and accounting advisors) (collectively, “*Representatives*”), as needed.

B. “*Confidential Information*” shall include all non-public, confidential or proprietary information that District or its Representatives make available to Pepsi or its Representatives or that Pepsi or its Representatives make available to District or its Representatives in connection with this Agreement. “*Confidential Information*” shall include, but not be limited to, the terms and conditions of this Agreement. It is expressly understood that the disclosure in or pursuant to this Agreement by District, Pepsi or their respective Representatives of Confidential Information is not a public disclosure thereof, nor is a sale or offer for sale of any product, equipment, process or service of District or Pepsi.

C. These Confidentiality provisions and the obligations of the parties hereunder will survive the expiration or sooner termination of this Agreement for a period of three (3) years following such date of expiration or termination of this Agreement.

## 13. REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. Each party represents and warrants to the other: (1) it has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein; and (2) all necessary approvals for the execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered by the parties and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; (3) the respective signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and (4) the parties have complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

B. Each of the parties hereto agree that: (1) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (2) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

C. To the extent that the any intercollegiate athletic team is relocated to a venue which is not within the Facilities as its home venue, District agrees that it shall ensure all rights of Pepsi hereunder shall be extended to such alternate venue as to the intercollegiate athletic team and any advertising and pouring rights contained herein.

#### **14. INDEMNIFICATION.**

A. Pepsi will indemnify and hold the District harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi, (excluding claims arising out of the District's negligence or willful misconduct).

B. To the extent permitted by applicable law, the District will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the District (excluding claims arising out of Pepsi's negligence or willful misconduct).

C. The provisions of this Section shall survive the termination of this Agreement.

#### **15. INSURANCE.**

A. Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other and each of its affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns on a certificate of insurance, as additional insureds with respect to the certificate holder's negligence.

B. Either party shall have the right, during the Term from time to time, to request copies of such certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

#### **16. NOTICES.**

Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or when deposited with a public telegraph company for immediate transmittal, charges prepaid, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:



If to Pepsi:

Pepsi Beverages Company  
27717 Aliso Creek Road  
Aliso Viejo, CA 92656

Attn: Director, Food Service

With a copy to (which shall not constitute notice):

Pepsi Beverages Company  
1111 Westchester Avenue  
White Plains, NY 10604  
Attn: Legal Department

If to District:

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

**17. ASSIGNMENT.**

This Agreement or any part hereof or interest herein shall not be assigned or otherwise transferred by either party without the prior written consent of the other party nor shall the same be assignable by operation of law, without the prior written consent of the other party; *provided, however*, that Pepsi may assign and transfer this Agreement (in whole and not in part) to an affiliate without the consent of District hereto; *provided, however*, that, (x) such affiliate is capable of fully performing all obligations of the assignor hereunder and (y) such affiliate agrees, under a separate agreement acceptable to the other party and signed by such affiliate, to perform all of the obligations and assume all liabilities of the assignor hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. District represents and warrants to Pepsi that any change in the Food Service Provider at the Facilities shall not affect Pepsi's rights or obligations hereunder.

**18. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial, without jury, before the Courts of the State of California, or the United States District Court having jurisdiction in Orange County, California, or, if neither of such courts shall have jurisdiction, then before any court sitting in Orange County, California having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the State of California in any manner to be submitted to any such court pursuant hereto, and the parties hereto expressly waive all rights to trial by jury regarding any such matter.

**19. FORCE MAJEURE.**

If the performance by either party hereto of its respective nonmonetary obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

**20. RELEASE, DISCHARGE OR WAIVER.**

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

**21. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.**

This Agreement and the exhibits attached hereto, set forth the entire understanding between the parties in connection with respect to the subject matter hereof, and no statement or inducement with respect to the subject matter by either party hereto or by any agent or representative of either party hereto which is not contained in this Agreement shall be valid or binding among the parties. This provision shall not be read to invalidate or amend any other written agreements between Pepsi and/or any of its affiliates and any affiliate of District.

**22. RELATIONSHIP OF THE PARTIES.**

The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

**23. EFFECT OF HEADINGS.**

The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

**24. CONSTRUCTION.**

This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall,

except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties.

**25. SEVERABILITY.**

If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

**26. AMENDMENTS.**

No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

**27. COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**28. FURTHER ASSURANCES.**

Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly entered into as of the date set forth below.

Rancho Santiago Community College District on  
Behalf of Santa Ana College

Bottling Group, LLC

By:     Peter J. Hardash    

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

Name (Sign): \_\_\_\_\_

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

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

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

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

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

**Exhibit A**

**Current description & pricing for Postmix Products and Packaged Products**

District acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

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

To:	Board of Trustees	Date:	October 14, 2019
Re:	Approval of Nuventive Master Software and Professional Services Agreement with Nuventive, LLC		
Action:	Request for Approval		

**BACKGROUND**

The Nuventive (formerly TracDat) Master Software and Professional Services Agreement with Nuventive, LLC (“Nuventive Agreement”) supersedes the Software License Agreement dated March 10, 2014 and the Professional Services Agreement dated March 13, 2014. The software supports Santa Ana College’s academic and administrative outcomes assessment, program review, strategic planning and accreditation compliance by providing a web-based interface that engages faculty and staff in the college’s planning and assessment processes. The Nuventive Agreement ([view document](#)) includes an add-on interface, Nuventive Connect, which links the software to the college’s Canvas learning management system. Customization services are also included to integrate fiscal resource requests into the planning and assessment processes.

**ANALYSIS**

The software will facilitate entry of assessment plans and results/analysis at the course, program, department, division, and area levels of the college. It will provide users with a collection of pre-formatted reports that address critical aspects of the assessment cycle. Information relevant to assessment at all levels of the College can be effectively stored, accessed and analyzed through this web-based application. Fiscal resource requests will be integrated into the College’s outcomes assessment, program review, and planning processes. The term of the agreement is three (3) years with two one-year renewal options for the base software license and Nuventive Connect add-on. The annual subscription fee for the license and add-on interface is \$35,408. Customization service fees are \$7,600 annually for three (3) years with no renewal options. The total annual cost of the agreement is \$43,008. Fees paid under the existing license agreement will be applied pro-rata to the Nuventive Agreement.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this Nuventive Master Software and Professional Services Agreement with Nuventive, LLC, located in Pittsburg, Pennsylvania, as presented.

Fiscal Impact:	\$43,008/year for three (3) years less fees paid under existing agreement applied pro-rata to this new agreement	Board Date:	October 14, 2019
Prepared by:	Simon B. Hoffman, Ed.D., Vice President, Administrative Services		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Agreement with Educational Testing Services to create a State Approved High School Equivalency Examination Test Center	
Action:	Request for Approval	

**BACKGROUND**

Santiago Canyon College Division of Continuing Education provides classes that prepare adults for the California High School Equivalency Test (HiSET) but does not currently house an on-site authorized HiSET testing center. The attached agreement between Rancho Santiago Community College District (RSCCD), on behalf of the College and Workforce Preparation Center (CWPC), and Educational Test Services (ETS) is to create a State Approved HiSET Test Center at the CWPC located at 1572 N. Main Street, Orange, CA 92867. To earn a HiSET Certificate, examinees must pass five (5) subject matter exams. The current cost for all 5 exams is \$175.00 as follows:

Subject Matter Exam	Exam Fee	Facilities Fee	Total per Exam
Mathematics	\$17.00	\$14.00	\$31.00
Science	\$17.00	\$14.00	\$31.00
Social Studies	\$17.00	\$14.00	\$31.00
Reading	\$17.00	\$14.00	\$31.00
Writing	\$17.00	\$14.00	\$31.00
Exams Total			\$155.00
California Administrative Fee (good for 5 Years)			\$ 20.00
Grand Total			<b>\$175.00</b>

To take an exam, individuals must register with ETS and pay the appropriate fees to ETS. ETS will then submit payment to CWPC for facilities fees collected 30 days after each monthly period. This agreement will be effective from November 1, 2019 and continue until terminated in writing by ETS or CWPC or automatically if the State terminates their agreement with ETS.

**ANALYSIS**

Currently, SCC's Division of Continuing Education only provides the preparation services to successfully pass the HiSET. This agreement will expand educational services by including an on-site State approved test center available to RSCCD students and community.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement with Educational Testing Services to create a state approved high school equivalency examination test center.

Fiscal Impact:	Test Center Facility Fees Revenue	Board Date: October 14, 2019
Prepared by	Jose Vargas, Vice President, Continuing Education	
Submitted by:	John C. Hernandez, Ph.D., President	
Recommended by:	Marvin Martinez, Chancellor	

**HISET® AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
on behalf of the COLLEGE AND WORKFORCE PREPARATION CENTER  
AND  
EDUCATIONAL TESTING SERVICE**

THIS HISET AGREEMENT (“Test Agreement”), effective as of November 1, 2019, is by and between Educational Testing Service (“ETS”) (as defined below) and the **Rancho Santiago Community College District (RSCCD), on behalf of the College and Workforce Preparation Center** (the “Test Center”), a State-approved test center selected by the State of California, for the delivery of a high school equivalency examination in the state. ETS and the Test Center may be referred to herein individually as a “Party” and/or collectively as “Parties”.

WHEREAS, the State has approved Educational Testing Service, a non-stock, non-profit organization with principal offices in Princeton, New Jersey, as a preferred provider of the HiSET™ (High School Equivalency Test) in the State; and

WHEREAS, the State will select and approve test centers to administer the ETS-owned HiSET test; and

WHEREAS, this Agreement defines the terms and conditions for the use and administration of the HiSET test;

NOW, THEREFORE, in consideration of the mutual covenants and

1. Definitions:

Undertakings hereinafter set forth, the Parties hereby agree as follows:

- 1.1 “Agreement” shall mean together, the terms, conditions, written instructions, specifications, standards, terms and conditions set forth herein and any terms and conditions posted on ETS’s HiSET website, specifically in the HiSET® Program Manual, [https://hiset.ets.org/s/pdf/program\\_manual.pdf](https://hiset.ets.org/s/pdf/program_manual.pdf)
- 1.2 “**Approved Fee**” shall mean the state-approved fee charged to each Test Taker for the use of the facilities and for the administration of the Test.
- 1.3 “**CBT**” is an acronym for computer-based testing or the delivery of a HiSET test via the Internet.

- 1.4 “**Confidential Information**” shall mean any information or data that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement. “Confidential Information,” however, does not include information that the receiving party can demonstrate by documents that (i) is or becomes publicly known or available without breach of this Agreement, (ii) is received by a receiving party from a third party without breach of any obligation of confidentiality by such other third party, (iii) was previously known by the receiving party as demonstrated by its written records, or (iv) is independently developed by the receiving party without access to or use of such Confidential Information as demonstrated by contemporaneously prepared documentation.
- 1.5 “**ETS**” is a trade name for Educational Testing Service, a non-profit, non-stock research and testing organization that is the contractor for the State’s high school equivalency testing program.
- 1.6 “**ETS-owned Technologies**” shall mean ETS’s pre-existing hardware and software systems used to deliver Test Materials to the Test Center and/or record Test Taker’s responses, including but not limited to the ETS portal for registering Test Takers and for delivering final score reports.
- 1.7 “**ETS Proprietary Materials**” shall mean all HiSET test materials, including but not limited to, test booklets, test items, reports, data, answer sheets, instructional manuals and directions, ETS pre-existing proprietary software, and all derivative works of such ETS Proprietary Materials adapted for use in the high school equivalency program in the State, provided by ETS to the Test Center for the delivery and/or administration of the HiSET test in the state.
- 1.8 “**HiSET®**” is the brand name for the ETS High School Equivalency Testing program owned by ETS.
- 1.9 “**Intellectual Property Rights**” shall mean (i) copyrights and copyright applications or registrations, including any renewals, in either the United States or any other country; (ii) trademarks, service marks, trade names, and applications or registrations for any of the foregoing in the United States or any other country; (iii) trade secrets or any data or information which provides value or a competitive advantage to its holder by not being publicly known; and (iv) patents, patent applications, continuations, divisionals, reexaminations, reissues, continuations-in-part, and foreign equivalents of the foregoing, in the United States or any other country.

- 1.10 “**PBT**” is an acronym for paper-based testing or the delivery of a HiSET test via paper format.
- 1.11 “**Returnable Test Materials**” shall mean the paper version of all used and unused test booklets and answer sheets for the HiSET test.
- 1.12 “**Sales Tax**” shall mean State and local sales, use or similar tax.
- 1.13 “**Settlement Amounts**” shall mean the sum of all fees collected by ETS that are settled over to Test Centers.
- 1.14 “**Term**” shall have the meaning specified in Section 8.1 hereof.
- 1.15 “**Test(s)**” shall mean the ETS-owned and copyrighted HiSET test, developed and provided by ETS in paper and/or electronic format for use in the high school equivalency testing program in the state.
- 1.16 “**Test Administrator**” shall mean any staff member responsible for administering the Test at the Test Center.
- 1.17 “**Test Materials**” shall mean all HiSET test materials, including test booklets, test items, reports, data, answer sheets, and related materials including administration instruction manuals and directions provided to the Test Center by ETS in print, electronic, or other format.
- 1.18 “**Test Taker(s)**” shall mean the individual(s) sitting for a HiSET test at the Test Center. Other titles for the Test Taker may be examinee or candidate.
- 1.19 “**Test Taker Data**” shall mean any and all information obtained/accessed by, or disclosed to the Test Center about the Test Taker, including (i) information regarding a Test Taker’s name, addresses, or other personally identifiable information (*e.g.*, passport or social security numbers); (ii) any list or grouping of Test Takers, regardless of whether such list also includes publicly available information; and (iii) test scores.

## 2. Grant of Rights; Restrictions on Use.

ETS hereby grants to Test Center a nonexclusive, nontransferable, limited right to use the Test Materials made available to it by ETS in PBT and/or CBT formats, solely for the administration and delivery of the Test to Test Takers in the state. Test Center is granted the right to provide access to the Test Materials to Test Administrators for the sole purpose of administering the Test. Except as otherwise expressly set forth in this Section 2, Test Center shall not copy, reproduce, share, distribute, disclose, or create derivative works from any of the Test Materials provided to the Test Center under this Agreement, or otherwise provide access to, or use of such Test

Materials to any third party for any purpose. Test Center acknowledges that except for the right to use the Test Materials in accordance with the terms of this Agreement, no proprietary rights in or to the Test Materials is granted to the Test Center under this Agreement. Test Center acknowledges that access to the Test Materials is granted for a limited time period, which shall end immediately after the Test Taker's scheduled testing period, at which time all used answer sheets must be immediately shipped to ETS in New Jersey using the pre-printed shipping materials and pre-paid return labels. Test Center has one full year to utilize the test booklets/forms for that year. Test Center must return all used and unused test booklets to ETS at the conclusion of the testing year. All Test Materials provided under this Agreement are owned and copyrighted by ETS. Test Center will adhere to all security guidelines provided in Section 9, and all obligations regarding the receipt, monitoring and return of Test Materials as specified in Section 4 and in the *HiSET® Program Manual* [https://hiset.ets.org/s/pdf/program\\_manual.pdf](https://hiset.ets.org/s/pdf/program_manual.pdf).

### 3. Test Center Obligations.

- 3.1 Test Center warrants and represents that it has been approved by the State to administer and deliver the Test and will:
  - a. Meet or exceed the State's minimum qualifications for a state-approved test center;
  - b. Meet ETS's qualifications for offering computer-based testing (if the site is offering computer-based testing);
  - c. Have access to the ETS HiSET web-based portal to view scheduled Test Takers;
  - d. Store and administer the ETS-owned and proprietary paper-based Test in a secure testing environment;
  - e. Administer paper and/or computer-based testing, as appropriate, and notify the State regarding the testing format;
  - f. Provide special testing accommodations as instructed by ETS;
  - g. Follow the ETS guidelines for uniform test administrations;
  - h. Maintain the State's test admission policies by reviewing and validating Test Takers' documentation in accordance with the State's required admission guidelines;
  - i. Using the pre-printed, pre-paid mailing labels provided by ETS, return completed answer sheets to ETS within 24 hours of a Test Taker completing a Test;

- j. Immediately report to ETS any incidents which may result in a compromise of Test Materials;
- k. Return all Returnable Test Materials to ETS;
- l. Ensure appropriate test center staff attend training provided by ETS and complete the HiSET e-learning administrator training as required by state policy;
- m. Test booklets can be used unlimited times, as long as they do not contain any answers and/or stray marks. It is the obligation of the Test Center to review test booklets before and after administration of the Test to determine their usability; and
- n. Permit third party, independent audits of Test Center.

#### 4. ETS Obligations.

- 4.1 Under the terms of this Agreement, ETS will:
  - a. Schedule and provide training for Test Administrators;
  - b. Provide access to the ETS HiSET web-based portal with Test Takers' scheduling information by Test Center and date;
  - c. Ship secure paper-based Test Materials to the Test Center;
  - d. Provide computer-based testing as appropriate;
  - e. Provide pre-printed, pre-paid return mailing labels for the secure return of used paper answer sheets and other Returnable Test Materials; and
  - f. Arrange intermittent Test Center audits.

#### 5. Limitation of Liability.

ETS WILL NOT BE LIABLE TO THE TEST CENTER OR TO ANY TEST TAKER FOR ANY DAMAGES ARISING OUT OF THE TEST CENTER'S ACCESS TO OR INABILITY TO ACCESS OR USE THE TEST MATERIALS LICENSED HEREIN, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, AND WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF PRIVACY, SECURITY OF DATA, FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR LACK OF PROFESSIONAL EFFORT), OR FOR ANY OTHER INDIRECT DAMAGES WHATSOEVER, THAT ARISE OUT OF OR ARE RELATED TO THE ETS PROPRIETARY MATERIALS, THE ETS-OWNED TECHNOLOGIES, OR THE TEST ADMINISTRATIONS, EVEN IF ETS (OR AN AFFILIATE, SERVICE

PROVIDER, OR AGENT) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION. ETS IS NOT RESPONSIBLE FOR PHYSICAL INJURY OR PROPERTY DAMAGE SUFFERED BY OR CAUSED BY A TEST TAKER SITTING FOR THE TEST. ETS DOES NOT WARRANT THAT THE TEST OR ANY TEST MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE AT THE TEST CENTER.

6. Compensation and Payment.

ETS shall collect fees from each Test Taker in accordance with the fee schedule and conditions set forth in the Memorandum of Understanding between ETS and the State. The Test Center may charge a state-approved fee to each Test Taker for the use of the Test Center facilities and for the administration of the Test (the “Approved Fee”). If agreed to by ETS and the Test Center, ETS will collect the Approved Fee on behalf of the Test Center. The Approved Fee shall be inclusive of all costs or charges that the Test Center may incur or for which it may be liable. ETS will remit Approved Fees to the Test Center 30 days after the end of a reporting period (monthly or quarterly as the State may determine and require (such aggregate amounts referred to as (“Settlement Amounts”)). Advertising and requesting payment of the Approved Fee shall be the responsibility of the Test Center. ETS shall not collect any state or local sales, use or similar tax (collectively, the “Sales Tax”). It shall be the sole responsibility of the Test Center to remit any applicable Sales Tax to the appropriate state or local taxing authority. If any State or local taxing authority assesses ETS tax, penalty or interest for uncollected or unremitted Sales Tax, the Test Center shall indemnify ETS for the full amount of such assessment. In the event that ETS has any outstanding credits with the Test Center, ETS will apply credits issued on account to the original invoice to which the credit applies. If the original invoice does not have a balance, the credit will be applied to the oldest invoice open on account first, then to the remaining open invoices needed to use the credit in full.

7. Test Taker Registration; Order; Delivery; Return of Materials.

7.1 Test takers shall register and schedule testing using the ETS HiSET portal. The Test Taker will select the State-approved Test Center at which he/she wishes to take the Test.

- 7.2 ETS shall provide the Test Center access to the HiSET registration and scheduling website so authorized personnel can see relevant information such as Test Takers' schedules at their selected Test Center(s), form assignments, approved accommodations, and transcripts.
- 7.3 Test Takers shall be admitted to the Test Center and shall be approved by Test Center staff for testing provided the candidate meets all of the State's eligibility requirements, including the candidate's provision of appropriate documentation and certification.
- 7.4 The Test Center may order Test Materials effective each November 1 (of the year prior to the year in which the Test will be used).
- 7.5 The Test Center shall return all Returnable Test Materials to ETS. Used paper answer sheets must be returned to ETS using the pre-printed, pre-paid return label provided by ETS within 24 hours of a candidate completing testing.
- 7.6 The Test Center shall comply with all ETS and state-mandated security and test administration instructions (or test instructions for a secure test administration).

8. Term and Termination.

- 8.1 Term. This Agreement shall be effective from November 1, 2019 and continue through and coincide with the term of ETS's HiSET agreement with the State, including through the State's options for renewal terms (the "**Term**"). Should ETS and the State end their agreement at any time, this MOU shall automatically end.
- 8.2 Termination for Cause. This Agreement may be terminated by ETS: (i) in the event of a breach of any material provision of this Agreement by the Test Center that is not cured within thirty (30) days after written notice by ETS; (ii) immediately upon written notice to the Test Center if the Test Center fails to perform any of its obligations hereunder.
- 8.3 Security Violations; Intellectual Property Misappropriation. This Agreement may be immediately suspended or terminated by ETS upon written notice to the Test Center, if (i) ETS has reason to believe that the Test Center has breached its security obligations with respect to the Test and the administration of the Test under this Agreement; (ii) ETS has reason to believe that the Test Center has misappropriated any Intellectual Property Rights of ETS; or (iii) any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable.

8.4 Effect of Termination. Upon termination of this Agreement, the Test Center shall immediately: (i) cease to display or use any ETS Proprietary Materials, or any signs, labels, logos, trademarks, copyrighted materials, or other indications identifying the Test Center in connection with ETS or the Test; (ii) cease all use of the Test Materials; and (iii) return to ETS all Test Materials and all other materials related to the administration of the Test, including without limitation, advertising, promotional and instructional materials, and all ETS Confidential Information. Termination of this Agreement shall not constitute a waiver of any rights that either Party may have for any breach by the other Party prior to the termination date. All obligations to perform under this Agreement shall continue in effect and be duly observed and complied with by both Parties until the effective date of termination of the Agreement.

9. Test Security and Verification.

The Test Center agrees that it will return all used and unused test booklets and other designated Test Materials marked as “SECURE” to ETS at the conclusion of each testing year. Used paper-based answer sheets will be returned to ETS within 24 hours of a Test Taker’s completion of the Test. The Test Center agrees to abide by all ETS security measures that are part of the HiSET Program, including control of electronic devices such as cameras and smart phones. All Test Materials must be handled in strict accordance with the instructions in the HiSET® Program Manual and the statements in the *HiSET Agreement*. The Test Center warrants that every person at the Test Center who has access to the Test Materials shall maintain the security and confidentiality of the Test Materials. The Test Center further acknowledges and agrees that it will not copy or reproduce Test Materials.

10. Compliance with Laws.

The Test Center agrees that, throughout the Term of this Agreement, it will abide by all applicable district, local, state, Federal, and/or community laws, including without limitation laws applicable to Test Takers with disabilities, and will obtain and maintain in effect any and all necessary authorizations, licenses, and permits for the provision of services hereunder.

11. Confidentiality.

- 11.1 All financial, statistical, personal, technical, and other data developed or used by the Parties in carrying out the services under this Agreement will be protected from unauthorized use and disclosure. The Parties agree to protect each other's Confidential Information using the same degree of care, but no less than a reasonable degree of care, that it would when protecting its own Confidential Information of a like nature.
- 11.2 The Test Center agrees to protect the privacy of the confidential personally identifiable information contained in the Test Taker Data such as, but not limited to, names, addresses, telephone numbers, dates of birth, test scores, and any other information provided by the Test Takers in strictest confidence, in accordance with the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), the Federal law that protects the privacy of student education records.

## 12. Ownership.

- 12.1 The Test Center understands and acknowledges that ETS retains ownership of all right, title and interest in and to the ETS Proprietary Materials and the ETS-owned Technologies, including all associated Intellectual Property Rights therein. Except for the right to use the Test Materials in accordance with the terms of this Agreement, no proprietary rights in or to the Test Materials are granted to the Test Center under this Agreement. The Test Center acknowledges that access to the Test Materials is granted for a limited time ending five (5) days after the close of the Test Center's designated test date, at which time all materials must be returned to ETS, Ewing NJ. All Test Materials provided under this Agreement are owned and copyrighted by ETS. The Test Center will adhere to all security guidelines provided in Section 9 herein.
- 12.2 The Test Center understands and acknowledges that the State retains ownership of all right, title and interest in and to the Test Taker Data.

## 12. No Modifications.

The Test Center acknowledges and agrees that it will not change or modify the ETS Proprietary Materials in any way.

13. ETS Trademarks.

The Test Center acknowledges and agrees that ETS, EDUCATIONAL TESTING SERVICE, and the ETS logo are trademarks and/or service marks of ETS. The Test Center agrees not to use, reproduce, copy or create materials for promotional purposes or to register and use any Internet Domain Name bearing the ETS name, trademarks or service marks, or the marks of ETS clients or service providers, whether such marks or names now exist or may exist during the Term of this Agreement, without the prior written approval and review of such materials by the Office of the General Counsel of ETS. Notwithstanding anything to the contrary in this Agreement, no trademark license is hereby granted to the Test Center.

14. Infringement.

The Test Center will exercise reasonable diligence to discover infringements of the ETS-owned Technologies and/or ETS Proprietary Materials, and any associated Intellectual Property Rights therein. The Test Center will promptly notify ETS of any infringement of ETS's intellectual property rights of which it becomes aware; and in the event ETS decides that a proceeding should be brought relative to such infringement, the Test Center will cooperate fully with ETS to prosecute such action. ETS will fully control prosecution of such infringements and will assume the related cost. If a third party asserts a claim against the Test Center that the use by Test Center of the ETS-owned Technologies and/or ETS Proprietary Materials infringes on such third party's intellectual property rights, the Test Center will immediately notify ETS of such claim and ETS will have the right (but not the obligation) to control any litigation or negotiation arising as a result of such claim.

15. Insurance.

The Test Center is responsible for any and all liability arising, directly or indirectly, as a result of the operations conducted at the Test Center.

16. Governing Law.

These terms and conditions shall be governed by the laws of the State, without regard to its conflict of laws and principles. The Parties agree and

hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts in the state for the resolution of any disputes arising from these terms and conditions.

17. Injunctive Relief.

The Test Center understands and agrees that its breach (or threatened breach) of any of the intellectual property rights of ETS and/or the Test Center's confidentiality obligations under this Agreement would cause irreparable harm to ETS for which monetary damages, even if awarded, would not constitute adequate compensation. Accordingly, the Test Center agrees that, notwithstanding anything to the contrary in this Agreement, ETS and/or its' client, the State, is entitled to equitable relief by way of temporary and permanent injunctions, without bond to the fullest extent allowed by law, and such other and further relief as any court of competent jurisdiction may deem just and proper.

18. Independent Contractors.

ETS and the Test Center are, at all times throughout the term and/or renewal term hereof, independent contractors and nothing herein will be construed as creating any other kind of relationship whatsoever between the Parties. Further, Test Administrators who administer the Test are not employees of ETS.

19. Notice.

Any notice given pursuant to this Agreement will be in writing and sent by fax (with transmission confirmation), e-mail with receipt confirmation, and/or overnight courier (with delivery confirmation), and will be deemed duly given on the first business day of receipt, as evidenced by such fax transmission or courier delivery confirmation.

20. Force Majeure.

Any delay or failure of performance by either Party pursuant to this Agreement shall not be considered a breach of this Agreement if and to the extent caused by an event of Force Majeure, including without limitation fire, flood, earthquake, tsunami, or other natural disaster, any regulation or law of any applicable governmental authority, terrorist act, act of war, civil

commotion, labor disturbance, epidemic, sabotage, or failure of the public utilities or international carriers. A Party experiencing an event of Force Majeure shall, as promptly as reasonable under the circumstances, notify the other Party of the occurrence of said event and make every commercially reasonable effort to find a work-around solution.

21. Entire Agreement.

This Agreement (as defined herein) constitutes the entire understanding and agreement between the Parties as to the subject matter hereof and supersedes any prior terms and conditions, agreements, and understandings, whether oral or written. Any modification or amendment of any provisions of this Agreement shall not be binding on either Party unless in writing and signed by the authorized representatives of both Parties.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

EDUCATIONAL TESTING SERVICE

Rancho Santiago Community College District

BY: \_\_\_\_\_  
(SIGNATURE)

BY: \_\_\_\_\_  
(SIGNATURE)

NAME: ANNE ROCKEY

NAME: Peter J. Hardash

TITLE: VICE PRESIDENT OF OPERATIONS

TITLE: Vice Cancellor, Business  
Operations/Fiscal Services

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

State Authorization:

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

Name:

\_\_\_\_\_  
(Printed)

Date:

\_\_\_\_\_

Rancho Santiago Comm Coll District

Board Meeting of 10/14/19

AP0025

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

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 09/11/19 Thru 10/01/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A1909214	SAC Diversified Agency Fund	115.00	0.00	115.00	1A*0001937	1A*0001937
1A1909321	SAC Diversified Agency Fund	1,567.01	0.00	1,567.01	1A*0001938	1A*0001944
1A1909428	SAC Diversified Agency Fund	12,230.51	0.00	12,230.51	1A*0001945	1A*0001959
1A1909530	SAC Diversified Agency Fund	409.19	0.00	409.19	1A*0001960	1A*0001961
1A1910101	SAC Diversified Agency Fund	4,610.87	0.00	4,610.87	1A*0001962	1A*0001969
<b>Total 1A SAC Diversified Agency Fund</b>		<b>\$18,932.58</b>	<b>\$0.00</b>	<b>\$18,932.58</b>		

Checks Written for Period 09/11/19 Thru 10/01/19

<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>
1B1909214	SAC Bookstore Fund	197,465.06	124,510.93	72,954.13	1B*0002020	1B*0002031
1B1909428	SAC Bookstore Fund	171,369.23	171,369.23	0.00	1B*0002032	1B*0002060
1B1910101	SAC Bookstore Fund	215,726.58	0.00	215,726.58	1B*0002061	1B*0002102
<b>Total 1B SAC Bookstore Fund</b>		<b><u>\$584,560.87</u></b>	<b><u>\$295,880.16</u></b>	<b><u>\$288,680.71</u></b>		

Checks Written for Period 09/11/19 Thru 10/01/19

<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>
1C1909428	SAC Community Education Fund	24,618.40	634.86	23,983.54	1C*0001188	1C*0001198
1C1910101	SAC Community Education Fund	788.23	0.00	788.23	1C*0001199	1C*0001200
<b>Total 1C SAC Community Education Fund</b>		<b><u><u>\$25,406.63</u></u></b>	<b><u><u>\$634.86</u></u></b>	<b><u><u>\$24,771.77</u></u></b>		

Checks Written for Period 09/11/19 Thru 10/01/19

<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>
1R1909214	SAC Representation Fee Fund	250.00	0.00	250.00	1R*0001026	1R*0001026
<b>Total 1R SAC Representation Fee Fund</b>		<u><u>\$250.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$250.00</u></u>		

Checks Written for Period 09/11/19 Thru 10/01/19

<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>
1S1909214	SAC Associated Students Fund	2,415.37	0.00	2,415.37	1S*0001506	1S*0001513
1S1909321	SAC Associated Students Fund	300.00	0.00	300.00	1S*0001514	1S*0001514
1S1909428	SAC Associated Students Fund	7,712.28	0.00	7,712.28	1S*0001515	1S*0001525
<b>Total 1S SAC Associated Students Fund</b>		<b><u><u>\$10,427.65</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$10,427.65</u></u></b>		

Checks Written for Period 09/11/19 Thru 10/01/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T1909214	SAC Diversified Trust Fund	14,148.40	0.00	14,148.40	1T*0001659	1T*0001666
1T1909321	SAC Diversified Trust Fund	1,958.77	0.00	1,958.77	1T*0001667	1T*0001676
1T1909428	SAC Diversified Trust Fund	14,170.47	0.00	14,170.47	1T*0001677	1T*0001686
1T1910101	SAC Diversified Trust Fund	3,881.12	0.00	3,881.12	1T*0001687	1T*0001696
<b>Total 1T SAC Diversified Trust Fund</b>		<b><u>\$34,158.76</u></b>	<b><u>\$0.00</u></b>	<b><u>\$34,158.76</u></b>		

**SUMMARY**

Total Fund 1A SAC Diversified Agency Fund	18,932.58
Total Fund 1B SAC Bookstore Fund	288,680.71
Total Fund 1C SAC Community Education Fu	24,771.77
Total Fund 1R SAC Representation Fee Func	250.00
Total Fund 1S SAC Associated Students Fun	10,427.65
Total Fund 1T SAC Diversified Trust Fund	34,158.76
<b>Grand Total:</b>	<b><u><u>\$377,221.47</u></u></b>

Checks Written for Period 09/11/19 Thru 10/01/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A1909214	SCC Diversified Agency Fund	2,500.00	0.00	2,500.00	2A*0001521	2A*0001521
2A1909321	SCC Diversified Agency Fund	674.42	0.00	674.42	2A*0001522	2A*0001525
2A1909428	SCC Diversified Agency Fund	2,701.37	0.00	2,701.37	2A*0001526	2A*0001533
2A1909530	SCC Diversified Agency Fund	6,128.23	0.00	6,128.23	2A*0001534	2A*0001537
<b>Total 2A SCC Diversified Agency Fund</b>		<b>\$12,004.02</b>	<b>\$0.00</b>	<b>\$12,004.02</b>		

Checks Written for Period 09/11/19 Thru 10/01/19

<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>
2B1909214	SCC Bookstore Fund	5,067.71	0.00	5,067.71	2B*0001835	2B*0001844
2B1909321	SCC Bookstore Fund	32,297.60	0.00	32,297.60	2B*0001845	2B*0001865
2B1909428	SCC Bookstore Fund	184,703.37	44,140.30	140,563.07	2B*0001866	2B*0001903
<b>Total 2B SCC Bookstore Fund</b>		<b><u><u>\$222,068.68</u></u></b>	<b><u><u>\$44,140.30</u></u></b>	<b><u><u>\$177,928.38</u></u></b>		

Checks Written for Period 09/11/19 Thru 10/01/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2C1909214	SCC Community Education Fund	5,752.00	0.00	5,752.00	2C*0001136	2C*0001136
2C1909321	SCC Community Education Fund	49.00	0.00	49.00	2C*0001137	2C*0001137
2C1909428	SCC Community Education Fund	14,885.38	0.00	14,885.38	2C*0001138	2C*0001140
2C1909530	SCC Community Education Fund	912.08	0.00	912.08	2C*0001141	2C*0001141
<b>Total 2C SCC Community Education Fund</b>		<b><u>\$21,598.46</u></b>	<b><u>\$0.00</u></b>	<b><u>\$21,598.46</u></b>		

Checks Written for Period 09/11/19 Thru 10/01/19

<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>
2R1909214	SCC Represenation Fee Fund	1,991.68	0.00	1,991.68	2R*0001021	2R*0001021
2R1909428	SCC Represenation Fee Fund	304.46	0.00	304.46	2R*0001022	2R*0001023
<b>Total 2R SCC Represenation Fee Fund</b>		<u><u>\$2,296.14</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,296.14</u></u>		

Checks Written for Period 09/11/19 Thru 10/01/19

<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>
2S1909428	SCC Associated Students Fund	442.23	0.00	442.23	2S*0001327	2S*0001331
2S1909530	SCC Associated Students Fund	14.99	0.00	14.99	2S*0001332	2S*0001332
<b>Total 2S SCC Associated Students Fund</b>		<u><u>\$457.22</u></u>	<u><u>\$0.00</u></u>	<u><u>\$457.22</u></u>		

Checks Written for Period 09/11/19 Thru 10/01/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T1909214	SCC Diversified Trust Fund	2,014.70	0.00	2,014.70	2T*0001320	2T*0001324
2T1909321	SCC Diversified Trust Fund	564.87	0.00	564.87	2T*0001325	2T*0001326
2T1909428	SCC Diversified Trust Fund	3,636.50	0.00	3,636.50	2T*0001327	2T*0001331
2T1909530	SCC Diversified Trust Fund	485.57	0.00	485.57	2T*0001332	2T*0001334
<b>Total 2T SCC Diversified Trust Fund</b>		<b>\$6,701.64</b>	<b>\$0.00</b>	<b>\$6,701.64</b>		

**SUMMARY**

Total Fund 2A SCC Diversified Agency Fund	12,004.02
Total Fund 2B SCC Bookstore Fund	177,928.38
Total Fund 2C SCC Community Education Fu	21,598.46
Total Fund 2R SCC Represenation Fee Fund	2,296.14
Total Fund 2S SCC Associated Students Fun	457.22
Total Fund 2T SCC Diversified Trust Fund	6,701.64
<b>Grand Total:</b>	<b><u><u>\$220,985.86</u></u></b>

Checks Written for Period 09/11/19 Thru 10/01/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67518	General Fund Unrestricted	0.00	254.00	-254.00	92*0522355	92*0522355
67667	General Fund Unrestricted	0.00	8,596.00	-8,596.00	92*0524349	92*0524349
67763	General Fund Unrestricted	27,222.45	0.00	27,222.45	92*0525604	92*0525639
67764	General Fund Unrestricted	3,157.12	0.00	3,157.12	92*0525641	92*0525657
67768	General Fund Unrestricted	165,221.08	0.00	165,221.08	92*0525664	92*0525695
67772	General Fund Unrestricted	13,046.52	0.00	13,046.52	92*0525707	92*0525726
67773	General Fund Unrestricted	6.44	0.00	6.44	92*0525733	92*0525733
67776	General Fund Unrestricted	37,486.62	0.00	37,486.62	92*0525747	92*0525769
67778	General Fund Unrestricted	81,153.84	1,610.94	79,542.90	92*0525780	92*0525816
67779	General Fund Unrestricted	18,380.46	0.00	18,380.46	92*0525818	92*0525845
67781	General Fund Unrestricted	35,820.36	0.00	35,820.36	92*0525853	92*0525912
67782	General Fund Unrestricted	514.26	0.00	514.26	92*0525913	92*0525929
67783	General Fund Unrestricted	27,946.16	0.00	27,946.16	92*0525949	92*0525988
67784	General Fund Unrestricted	3,565.10	0.00	3,565.10	92*0525992	92*0525998
67786	General Fund Unrestricted	8,596.00	0.00	8,596.00	92*0526004	92*0526004
67788	General Fund Unrestricted	172.30	0.00	172.30	92*0526007	92*0526007
67793	General Fund Unrestricted	70,459.04	0.00	70,459.04	92*0526062	92*0526087
67794	General Fund Unrestricted	377.12	0.00	377.12	92*0526091	92*0526093
67796	General Fund Unrestricted	254.00	0.00	254.00	92*0526099	92*0526099
67800	General Fund Unrestricted	35,153.65	0.00	35,153.65	92*0526107	92*0526124
67801	General Fund Unrestricted	36,538.75	0.00	36,538.75	92*0526130	92*0526163
67806	General Fund Unrestricted	296,111.43	0.00	296,111.43	92*0526202	92*0526237
67808	General Fund Unrestricted	1,457.41	0.00	1,457.41	92*0526250	92*0526270
67810	General Fund Unrestricted	16,637.98	0.00	16,637.98	92*0526296	92*0526325
67811	General Fund Unrestricted	1,547.42	0.00	1,547.42	92*0526330	92*0526341
67815	General Fund Unrestricted	1,531.61	0.00	1,531.61	92*0526363	92*0526366
67816	General Fund Unrestricted	22,213.83	0.00	22,213.83	92*0526373	92*0526392
<b>Total Fund 11 General Fund Unrestricted</b>		<b>\$904,570.95</b>	<b>\$10,460.94</b>	<b>\$894,110.01</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67483	General Fund Restricted	0.00	1,245.00	-1,245.00	92*0521867	92*0521867
67759	General Fund Restricted	1,245.00	0.00	1,245.00	92*0525583	92*0525583
67763	General Fund Restricted	395,817.77	0.00	395,817.77	92*0525605	92*0525638
67764	General Fund Restricted	3,015.23	0.00	3,015.23	92*0525642	92*0525653
67768	General Fund Restricted	197,225.52	0.00	197,225.52	92*0525667	92*0525694
67772	General Fund Restricted	3,007,830.03	0.00	3,007,830.03	92*0525705	92*0525725
67773	General Fund Restricted	2,657.18	0.00	2,657.18	92*0525727	92*0525739
67776	General Fund Restricted	20,251.34	0.00	20,251.34	92*0525748	92*0525775
67778	General Fund Restricted	13.36	0.00	13.36	92*0525798	92*0525798
67779	General Fund Restricted	7,332.01	0.00	7,332.01	92*0525817	92*0525844
67782	General Fund Restricted	50,924.08	0.00	50,924.08	92*0525914	92*0525947
67783	General Fund Restricted	20,827.55	0.00	20,827.55	92*0525948	92*0525979
67784	General Fund Restricted	3,441.36	0.00	3,441.36	92*0525989	92*0525996
67785	General Fund Restricted	1,602.77	0.00	1,602.77	92*0525999	92*0526003
67793	General Fund Restricted	17,604.15	0.00	17,604.15	92*0526064	92*0526089
67794	General Fund Restricted	466.50	0.00	466.50	92*0526090	92*0526095
67795	General Fund Restricted	13,291.00	0.00	13,291.00	92*0526098	92*0526098
67800	General Fund Restricted	3,417,155.87	0.00	3,417,155.87	92*0526106	92*0526128
67801	General Fund Restricted	65,719.07	0.00	65,719.07	92*0526129	92*0526164
67806	General Fund Restricted	3,518,735.98	0.00	3,518,735.98	92*0526205	92*0526247
67808	General Fund Restricted	11,008.43	0.00	11,008.43	92*0526249	92*0526287
67810	General Fund Restricted	5,717.40	0.00	5,717.40	92*0526305	92*0526321
67811	General Fund Restricted	148,096.43	0.00	148,096.43	92*0526326	92*0526353
67812	General Fund Restricted	312.37	0.00	312.37	92*0526354	92*0526354
67815	General Fund Unrestricted	2,241.37	0.00	2,241.37	92*0526364	92*0526367
67816	General Fund Restricted	1,248,256.93	0.00	1,248,256.93	92*0526368	92*0526397
<b>Total Fund 12 General Fund Restricted</b>		<b>\$12,160,788.70</b>	<b>\$1,245.00</b>	<b>\$12,159,543.70</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67764	GF Unrestricted One-Time Func	9,087.25	0.00	9,087.25	92*0525640	92*0525652
67768	General Fund Unrestricted	430.49	0.00	430.49	92*0525676	92*0525684
67776	General Fund Unrestricted	2,134.09	0.00	2,134.09	92*0525749	92*0525764
67779	GF Unrestricted One-Time Func	5,033.44	0.00	5,033.44	92*0525821	92*0525821
67783	GF Unrestricted One-Time Func	900.00	0.00	900.00	92*0525977	92*0525977
67787	GF Unrestricted One-Time Func	21,600.00	0.00	21,600.00	92*0526005	92*0526006
67794	GF Unrestricted One-Time Func	12,429.51	0.00	12,429.51	92*0526096	92*0526097
67801	GF Unrestricted One-Time Func	60,747.06	0.00	60,747.06	92*0526149	92*0526158
67806	GF Unrestricted One-Time Func	4,725.00	0.00	4,725.00	92*0526206	92*0526223
67810	GF Unrestricted One-Time Func	2,366.40	0.00	2,366.40	92*0526316	92*0526316
67811	GF Unrestricted One-Time Func	17,663.32	0.00	17,663.32	92*0526331	92*0526338
67816	GF Unrestricted One-Time Func	1,618.50	0.00	1,618.50	92*0526386	92*0526386
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b>\$138,735.06</b>	<b>\$0.00</b>	<b>\$138,735.06</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67762	Child Development Fund	9,326.79	0.00	9,326.79	92*0525586	92*0525603
67765	Child Development Fund	1,720.05	0.00	1,720.05	92*0525658	92*0525660
67769	Child Development Fund	1,177.27	0.00	1,177.27	92*0525696	92*0525697
67774	Child Development Fund	1,831.60	0.00	1,831.60	92*0525740	92*0525745
67780	Child Development Fund	8,413.75	0.00	8,413.75	92*0525846	92*0525852
67789	Child Development Fund	16,698.32	0.00	16,698.32	92*0526008	92*0526030
67797	Child Development Fund	2,370.99	0.00	2,370.99	92*0526100	92*0526103
67802	Child Development Fund	3,783.56	0.00	3,783.56	92*0526165	92*0526175
67809	Child Development Fund	3,245.74	0.00	3,245.74	92*0526288	92*0526295
67813	Child Development Fund	40,344.70	0.00	40,344.70	92*0526355	92*0526361
<b>Total Fund 33 Child Development Fund</b>		<b>\$88,912.77</b>	<b>\$0.00</b>	<b>\$88,912.77</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67760	Capital Outlay Projects Fund	3,516.00	0.00	3,516.00	92*0525584	92*0525584
67770	Capital Outlay Projects Fund	82,680.80	0.00	82,680.80	92*0525698	92*0525700
67775	Capital Outlay Projects Fund	11,170.00	0.00	11,170.00	92*0525746	92*0525746
67777	Capital Outlay Projects Fund	25,444.42	0.00	25,444.42	92*0525776	92*0525779
67792	Capital Outlay Projects Fund	389,345.90	194,672.95	194,672.95	92*0526038	92*0526061
67798	Capital Outlay Projects Fund	23,103.13	0.00	23,103.13	92*0526104	92*0526104
67803	Capital Outlay Projects Fund	146,670.28	73,335.14	73,335.14	92*0526176	92*0526197
67814	Capital Outlay Projects Fund	4,852.46	0.00	4,852.46	92*0526362	92*0526362
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b><u>\$686,782.99</u></b>	<b><u>\$268,008.09</u></b>	<b><u>\$418,774.90</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67766	Bond Fund, Measure Q	1,550,399.76	0.00	1,550,399.76	92*0525661	92*0525662
67771	Bond Fund, Measure Q	80,845.24	0.00	80,845.24	92*0525701	92*0525704
67790	Bond Fund, Measure Q	97,731.95	0.00	97,731.95	92*0526031	92*0526034
67804	Bond Fund, Measure Q	108,194.95	0.00	108,194.95	92*0526198	92*0526200
67807	Bond Fund, Measure Q	3,006,521.51	0.00	3,006,521.51	92*0526248	92*0526248
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b>\$4,843,693.41</b>	<b>\$0.00</b>	<b>\$4,843,693.41</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67761	Property and Liability Fund	390.00	0.00	390.00	92*0525585	92*0525585
67767	Property and Liability Fund	2,077.86	0.00	2,077.86	92*0525663	92*0525663
67791	Property and Liability Fund	7,774.30	0.00	7,774.30	92*0526035	92*0526037
67799	Property and Liability Fund	3,122.15	0.00	3,122.15	92*0526105	92*0526105
<b>Total Fund 61 Property and Liability Fund</b>		<b>\$13,364.31</b>	<b>\$0.00</b>	<b>\$13,364.31</b>		

Checks Written for Period 09/11/19 Thru 10/01/19

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67805	Student Financial Aid Fund	21,380.00	0.00	21,380.00	92*0526201	92*0526201
<b>Total Fund 74 Student Financial Aid Fund</b>		<u><u>\$21,380.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$21,380.00</u></u>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	894,110.01
Total Fund 12 General Fund Restricted	12,159,543.70
Total Fund 13 GF Unrestricted One-Time Fund	138,735.06
Total Fund 33 Child Development Fund	88,912.77
Total Fund 41 Capital Outlay Projects Fund	418,774.90
Total Fund 43 Bond Fund, Measure Q	4,843,693.41
Total Fund 61 Property and Liability Fund	13,364.31
Total Fund 74 Student Financial Aid Fund	21,380.00
<b>Grand Total:</b>	<b><u><u>\$18,578,514.16</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT**  
**From 09/11/2019 To 10/01/2019**  
**Board Meeting on 10/14/2019**

**BACKGROUND**

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

**ANALYSIS**

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

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>		
1000 ACADEMIC SALARIES	98,610	
2000 CLASSIFIED SALARIES	46,480	
3000 EMPLOYEE BENEFITS	71,154	
5000 OTHER OPERATING EXP & SERVICES		143,978
7900 RESERVE FOR CONTINGENCIES		72,266
<b>Total Transfer Fund 11</b>	<b>\$216,244</b>	<b>\$216,244</b>

<b><u>Fund 12: General Fund Restricted</u></b>		
1000 ACADEMIC SALARIES		13,929
2000 CLASSIFIED SALARIES		84,148
3000 EMPLOYEE BENEFITS	47,508	
4000 SUPPLIES & MATERIALS		31,900
5000 OTHER OPERATING EXP & SERVICES	97,469	
6000 CAPITAL OUTLAY		15,000
<b>Total Transfer Fund 12</b>	<b>\$144,977</b>	<b>\$144,977</b>

<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>		
4000 SUPPLIES & MATERIALS		14,000
5000 OTHER OPERATING EXP & SERVICES		8,150
6000 CAPITAL OUTLAY	22,150	
<b>Total Transfer Fund 13</b>	<b>\$22,150</b>	<b>\$22,150</b>

<b><u>Fund 41: Capital Outlay Projects Fund</u></b>		
6000 CAPITAL OUTLAY		150,000
7900 RESERVE FOR CONTINGENCIES	150,000	
<b>Total Transfer Fund 41</b>	<b>\$150,000</b>	<b>\$150,000</b>

<b>BUDGET INCREASES AND DECREASES</b>	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
8100 FEDERAL REVENUES	594,571	
8600 STATE REVENUES	4,044	
8800 LOCAL REVENUES	8,000	
1000 ACADEMIC SALARIES		31,908
2000 CLASSIFIED SALARIES		302,382
3000 EMPLOYEE BENEFITS		126,121
4000 SUPPLIES & MATERIALS		18,334
5000 OTHER OPERATING EXP & SERVICES		110,670
6000 CAPITAL OUTLAY		4,000
7000 OTHER OUTGO		13,200
<b>Total Transfer Fund 12</b>	<b>\$606,615</b>	<b>\$606,615</b>

**Fund 33: Child Development Fund**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 09/11/2019 To 10/01/2019  
Board Meeting on 10/14/2019**

**BACKGROUND**

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

**ANALYSIS**

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

**BUDGET INCREASES AND DECREASES**

		<b>Revenue</b>	<b>Appropriation</b>
8100	FEDERAL REVENUES	(35,280)	
2000	CLASSIFIED SALARIES		(17,295)
3000	EMPLOYEE BENEFITS		5,200
5000	OTHER OPERATING EXP & SERVICES		(1,195)
7000	OTHER OUTGO		(21,990)
<b>Total Transfer Fund 33</b>		<b>\$(35,280)</b>	<b>\$(35,280)</b>

**Fund 74: Student Financial Aid Fund**

8100	FEDERAL REVENUES	20,000	
8600	STATE REVENUES	(35,000)	
7000	OTHER OUTGO		(15,000)
<b>Total Transfer Fund 74</b>		<b>\$(15,000)</b>	<b>\$(15,000)</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 09/11/2019 To 10/01/2019

Board Meeting on 10/14/2019

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

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
<b>B026308</b>	<b>09/11/19</b>		
2000	CLASSIFIED SALARIES	52,662	
3000	EMPLOYEE BENEFITS	17,338	
5000	OTHER OPERATING EXP & SERVICES		70,000
<b>Total Reference B026308</b>		<b>\$70,000</b>	<b>\$70,000</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Cover six months of service 25th Hour Communications		
<b>B026312</b>	<b>09/11/19</b>		
1000	ACADEMIC SALARIES	98,610	
3000	EMPLOYEE BENEFITS	46,202	
5000	OTHER OPERATING EXP & SERVICES		72,546
7900	RESERVE FOR CONTINGENCIES		72,266
<b>Total Reference B026312</b>		<b>\$144,812</b>	<b>\$144,812</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Cover Ray Hicks salary prev funded w/grant ending 6/30/19		
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B026322</b>	<b>09/11/19</b>		
1000	ACADEMIC SALARIES		3,633
2000	CLASSIFIED SALARIES	22,544	
3000	EMPLOYEE BENEFITS	68,807	
5000	OTHER OPERATING EXP & SERVICES		87,718
<b>Total Reference B026322</b>		<b>\$91,351</b>	<b>\$91,351</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Adj salaries & benefits acct for SP#2549		
<b>B026323</b>	<b>09/11/19</b>		
2000	CLASSIFIED SALARIES	35,000	
4000	SUPPLIES & MATERIALS		22,000
6000	CAPITAL OUTLAY		13,000
<b>Total Reference B026323</b>		<b>\$35,000</b>	<b>\$35,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To fund instructional supplies and equipment acct		
<b>B026324</b>	<b>09/12/19</b>		
2000	CLASSIFIED SALARIES	15,448	
3000	EMPLOYEE BENEFITS	24,846	
4000	SUPPLIES & MATERIALS		4,793
5000	OTHER OPERATING EXP & SERVICES		33,501
6000	CAPITAL OUTLAY		2,000
<b>Total Reference B026324</b>		<b>\$40,294</b>	<b>\$40,294</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP#2565 DSN B&E SAC HOST		

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

From 09/11/2019 To 10/01/2019

Board Meeting on 10/14/2019

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>B026333</b>	<b>09/18/19</b>		
2000	CLASSIFIED SALARIES		138,914
3000	EMPLOYEE BENEFITS		42,560
4000	SUPPLIES & MATERIALS		557
5000	OTHER OPERATING EXP & SERVICES	182,031	
<b>Total Reference B026333</b>		<b>\$182,031</b>	<b>\$182,031</b>

**Reason:** Special Project Adjustment  
**Description:** Trnsfr to DMC for FY19/20 DSN & ICT

**Fund 41: Capital Outlay Projects Fund**

<b>B026328</b>	<b>09/16/19</b>		
6000	CAPITAL OUTLAY		150,000
7900	RESERVE FOR CONTINGENCIES	150,000	
<b>Total Reference B026328</b>		<b>\$150,000</b>	<b>\$150,000</b>

**Reason:** Special Project Adjustment  
**Description:** Allocate funds to planning & project management

<b>BUDGET INCREASES AND DECREASES</b>	<b>Revenue</b>	<b>Appropriation</b>
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**Fund 12: General Fund Restricted**

<b>B026320</b>	<b>09/11/19</b>		
8600	STATE REVENUES	(90,941)	
1000	ACADEMIC SALARIES		(11,484)
2000	CLASSIFIED SALARIES		(44,212)
3000	EMPLOYEE BENEFITS		(23,014)
5000	OTHER OPERATING EXP & SERVICES		(12,231)
<b>Total Reference B026320</b>		<b>\$(90,941)</b>	<b>\$(90,941)</b>

**Reason:** Special Project Adjustment  
**Description:** 19/20 Budget revision DSPS SAC

<b>B026325</b>	<b>09/12/19</b>		
8600	STATE REVENUES	45,000	
4000	SUPPLIES & MATERIALS		1,703
5000	OTHER OPERATING EXP & SERVICES		42,297
6000	CAPITAL OUTLAY		1,000
<b>Total Reference B026325</b>		<b>\$45,000</b>	<b>\$45,000</b>

**Reason:** New Budget  
**Description:** SP#2330 - NEWB Equal Employment Opportunity

<b>B026332</b>	<b>09/18/19</b>		
8100	FEDERAL REVENUES	30,516	
1000	ACADEMIC SALARIES		8,988
2000	CLASSIFIED SALARIES		7,548
3000	EMPLOYEE BENEFITS		10,969
4000	SUPPLIES & MATERIALS		3,011
<b>Total Reference B026332</b>		<b>\$30,516</b>	<b>\$30,516</b>

**Reason:** Carry Over Budget  
**Description:** SP#1621 NSF-ATE SAC

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

From 09/11/2019 To 10/01/2019

Board Meeting on 10/14/2019

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B026347</b>	<b>09/26/19</b>		
8600	STATE REVENUES	35,000	
2000	CLASSIFIED SALARIES		32,384
3000	EMPLOYEE BENEFITS		2,616
<b>Total Reference B026347</b>		<b>\$35,000</b>	<b>\$35,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Trnsf fnd fr FD74 to FD12 under CA College Promise Grant SAC		
<b>B026350</b>	<b>09/26/19</b>		
8100	FEDERAL REVENUES	287,537	
1000	ACADEMIC SALARIES		8,542
2000	CLASSIFIED SALARIES		148,760
3000	EMPLOYEE BENEFITS		57,719
4000	SUPPLIES & MATERIALS		6,850
5000	OTHER OPERATING EXP & SERVICES		58,266
7000	OTHER OUTGO		7,400
<b>Total Reference B026350</b>		<b>\$287,537</b>	<b>\$287,537</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	SP#1742 UBMS YR3 SCC FY19/20		
<b>B026351</b>	<b>09/26/19</b>		
8100	FEDERAL REVENUES	287,537	
1000	ACADEMIC SALARIES		17,164
2000	CLASSIFIED SALARIES		160,193
3000	EMPLOYEE BENEFITS		76,362
4000	SUPPLIES & MATERIALS		1,770
5000	OTHER OPERATING EXP & SERVICES		26,248
7000	OTHER OUTGO		5,800
<b>Total Reference B026351</b>		<b>\$287,537</b>	<b>\$287,537</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	SP#1747 UBVP YR 3 SAC FY 19/20		
<b><u>Fund 33: Child Development Fund</u></b>			
<b>B026313</b>	<b>09/11/19</b>		
8100	FEDERAL REVENUES	(35,280)	
2000	CLASSIFIED SALARIES		(17,295)
3000	EMPLOYEE BENEFITS		5,200
5000	OTHER OPERATING EXP & SERVICES		(1,195)
7000	OTHER OUTGO		(21,990)
<b>Total Reference B026313</b>		<b>\$(35,280)</b>	<b>\$(35,280)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To revise 19/20 COB SP#1247		
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
<b>B026348</b>	<b>09/26/19</b>		
8600	STATE REVENUES	(35,000)	
7000	OTHER OUTGO		(35,000)
<b>Total Reference B026348</b>		<b>\$(35,000)</b>	<b>\$(35,000)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Trnsfr fnd fr FD74 to FD12 under CA College Promises SAC		

**RECOMMENDATION**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS  
From 09/11/2019 To 10/01/2019  
Board Meeting on 10/14/2019**

**BACKGROUND**

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

**ANALYSIS**

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

**INTRAFUND TRANSFERS**

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
09/23/19	J055817	J048425 REVERSAL FY17-18	2.00

**RECOMMENDATION**

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

4.2 (6)

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

To:	Board of Trustees	Date:	October 14, 2019
Re:	Approval of Amendment to Agreement with Marx Okubo Associates, Inc. for District-wide Access Compliance Consulting Services for Various Sites		
Action:	Request for Approval		

**BACKGROUND:**

This is an amendment to an existing agreement for an extension of time and additional services. On May 31, 2016, the Board of Trustees approved an agreement with Marx Okubo Associates, Inc. for District-wide Access Compliance Consulting Services for Various Sites as a result of a competitive Request for Qualifications Proposal #1516-130. The firm has been assisting the District since June 2016 in developing, implementing and tracking accessibility and barrier removal projects from the Blaser Settlement agreement at Santiago Canyon College (SCC), Office of Civil Rights self-audit findings at SCC, and other notable accessible deficiencies from facility condition assessment surveys as part of the ongoing efforts to remove barriers and improve campus accessibility. The District has 10 years to complete items from the Blaser Settlement agreement by 2025. To date, the District has completed 79% exterior corrections and 77% interior corrections of the Blaser Settlement items and has several other projects in various phases of planning, design and construction.

The District has and will continue to have an on-going need to adjust manpower based on the number of barrier removal projects in upcoming years. The barrier removal projects anticipated over the next two-three years are being coordinated with the State Scheduled Maintenance program spend down of funding timelines as many of these projects are being funded through the barrier removal category of state funding to leverage funds available. Based on a current assessment of work, the District desires to continue working on accessibility projects with the assistance of Marx Okubo Associates, Inc. Their office currently has multiple Certified Access Specialists working with the District on a variety of projects. At this time, the District desires to extend the contract at the current fee rate schedule to retain its consultants currently working on projects in progress. To see original agreement, please [click here](#).

**ANALYSIS:**

The amendment is to add Year 4 and an option to renew for Year 5 estimated as follows:

Year 1:	6/1/16 – 12/31/17	\$ 250,000
Years 2 & 3:	1/1/18 – 12/31/19	\$ 1,073,000
Year 4:	1/1/20 – 12/31/20	\$ 1,002,800
Year 5:	1/1/21 – 5/31/21	\$ 650,000 (option to renew based on need)
Total estimated not to exceed		\$ 2,975,800

The services covered by this agreement commenced on June 1, 2016 and the new end date has been revised from December 31, 2019 to December 31, 2020. Marx Okubo Associates, Inc. has agreed to retain its current hourly fee rates for the extension of the term and the life of the agreement.

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 agreement with Marx Okubo Associates, Inc. for District-wide Access Compliance Consulting Services for Various Sites as presented.

Fiscal Impact:	\$1,002,800 Year 4 \$ 650,000 Year 5 (option to renew)	Board Date: October 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

# Board Agreement Summary

**Board Date: 10/14/19**

Project: Access Compliance

Site: **District-wide**

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Consultants: **Marx Okubo Associates, Inc.**

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Type of Service: District-wide Access Compliance Consulting Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Annual Year 1	\$245,000.00	\$5,000.00	6/1/2016		12/31/2019
Amendment #1	\$1,073,000.00				12/31/2019
Total Annual Years 1,2 & 3	\$1,323,000.00				12/31/2019
Amendment #2	\$1,002,800.00				12/31/2020
<b>Total Agreement Amount</b>	<b>\$2,325,800.00</b>				

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**AGREEMENT NO: 0197.00/ DESCRIPTION:**

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Amendment #3 for an extension of time and additional consulting services.

This agreement #0197.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$1,002,800.00**

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**Contract End Date:** **12/31/2021**

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SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **15th** day of **OCTOBER** in the year **2019**, between **MARX OKUBO ASSOCIATES, 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 #0197.00 entered into on June 1, 2016 and amended on September 25, 2017, to provide districtwide access compliance services for the Rancho Santiago Community College District. Please amend the AGREEMENT to include the following:

A. By adding consultant staff per the attached Exhibit A to assist with planning, project development and executing projects consistent with duties as outlined in Exhibit A of the original agreement; and

B. By increasing the Year 4 AGREEMENT amount by ONE MILLION TWO THOUSAND EIGHT HUNDRED DOLLARS ONLY (\$1,002,800) from ONE MILLION THREE HUNDRED TWENTY-THREE THOUSAND DOLLARS ONLY (\$1,323,000) for a total AGREEMENT amount of TWO MILLION THREE HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS ONLY (\$2,325,800); and

C. Contract Terms:  
The District has the ability to renew the contract on an annual basis for up to five (5) years maximum. The contract duration is up to five (5) years maximum, and began on June 1, 2016 and could be through May 31, 2021, if on an annual basis the District elects to renew such contract based on needs.

Year 1 (6/1/16 – 12/31/17)	\$ 250,000
Year 2 & 3 (1/1/18 – 12/31/19)	\$1,073,000
Year 4 (1/1/20 – 12/31/20)	\$1,002,800
Year 5 (1/1/21 – 5/31/21)	\$ 650,000 optional to renew
Total Estimated not to exceed	\$2,975,800

D. The District shall review on an annual basis whether or not the contracted services are needed to continue in the next fiscal year. The District shall have the authority to reallocate any unused funds from any prior fiscal year contract to the next fiscal year if a contract is extended or renewed.

Agreement No. 0197.02

Board Approval: October 14, 2019

Purchase Order: 16-P0041328

2. Except as amended herein, the terms and conditions of AGREEMENT #0197.00 effective June 1, 2016, shall remain in full force and effect.

**MARX OKUBO ASSOCIATES, INC.**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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  
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Director of Purchasing Services

**EXHIBIT “A”**

**1. Hourly Rates:**

The hourly rates below are amended from the original agreement and reduced by \$10 for the following; and shall be valid and not increased during the life of this Agreement, and all prior amendments:

<b>Position:</b>	<b>Name of Personnel:</b>	<b>Hourly Rate:</b>	
		<b>Original Rate</b>	<b>Revised Rate</b>
Project Manager/CASp	Rick Martin	\$175	\$165
Associate	Jaime Vejar	\$150	\$140
Project Coordinator (CASp)	Leah Schoelles		\$165
Project Administrator	Brenda Torres		\$90

The District reserves the right to change, remove or add personnel according to the above positions as it deems appropriate.

**2. Fee schedule:**

<b>DURATION</b>	<b>ESTIMATED NOT-TO-EXCEED</b>
January 1, 2020 - December 31, 2020	\$1,002,800
<b>TOTAL NOT-TO-EXCEED AMENDMENT #2</b>	<b>\$1,002,800</b>

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Change Order #1 - Kazoni, Inc. dba Kazoni Construction for Bid #1372 – Child Development Center Improvements Phase 3 at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On May 28, 2019, the Board of Trustees approved a contract with Kazoni, Inc. dba Kazoni Construction for Bid #1372 for the Child Development Center improvements phase 3 project at Santa Ana College. The center is over eight years old and was in need of minor maintenance and repair work. The project's interior improvements included replacing classroom sink countertops and backsplash, painting classrooms and student restrooms, remounting paper towel and soap dispensers to the proper height for the student's age group for accessibility, and replacing damaged linoleum flooring in V400 and V500's classroom wash areas. The exterior work included replacing the broken retractable sandbox cover in the east playground by V200, increasing exterior lighting coverage with the installation of a new LED wall pack on the west wall of V500, and the removal of the worn playground canopies between V200 and V300 to create space for the installation of a new shade structure which was covered under a separate agreement due to required Division of State Architect approval for the shade structure.

**ANALYSIS:**

Change Order #1 decreases the contract amount by \$3,706.84, which is a credit back to the District and is inclusive of the following items: removal of flooring scope of work from V400 and V500, change countertop to solid surface in lieu of plastic laminate, modify swing of wrought iron gate and credit District for unused allowance related to unforeseen conditions. The contract amount has been decreased from \$63,296 to \$59,589.16. 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 Child Development Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1 - Kazoni, Inc. dba Kazoni Construction for Bid #1372 – Child Development Center Improvements Phase 3 at Santa Ana College as presented.

Fiscal Impact:	\$3,706.84 Credit	Board Date: October 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



Board Date: October 14, 2019

Project Name: Child Development Center Improvements Phase 3

Project/Bid No. 1372

Contractor: Kazoni, Inc. dba Kazoni Construction

Site: Santa Ana College

Contract #: PO No. 19-P0057283

Change Order (CO) No. : 1

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
06/10/19	70	08/19/19	0	0	

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$63,296.00	
Previous Change Orders	0	\$0.00	0.0%
<b>This Change Order</b>	<b>0</b>	<b>(\$3,706.84)</b>	<b>-5.9%</b>
<b>Total Change Order (s)</b>		<b>(\$3,706.84)</b>	<b>-5.9%</b>
<b>Revised Contract Amount</b>		<b>\$59,589.16</b>	

Items in Change Order						
Item No.	Description	Reason	Ext. Day	Credit	Add	Net
1	Provide solid surface countertop due to change from specified plastic laminate to solid surface at Department's request.	5	0		\$5,730.85	\$5,730.85
2	Modify the wrought iron swing gate due to accessible code compliance work discovered as an unforeseen condition.	1	0		\$936.17	\$936.17
3	Department requested to remove the flooring scope of work from contractor's scope of work.	5	0	(\$2,795.92)		(\$2,795.92)
4	Deductive change order for the unused District allowance. The change order will result in a credit to the contract amount. District Allowance was for additional painting to cover drywall repair or additional coat of paint if needed; additional work to repair drywall or replacement of the drywall; replacement of the cabinetry, plumbing fixtures, paper and soap dispensers; and rerouting and/or repairing utilities that are unforeseen related to the fence.	5	0	(\$7,577.94)		(\$7,577.94)
Subtotal				(\$10,373.86)	\$6,667.02	(\$3,706.84)
<b>Grand Total</b>						<b>(\$3,706.84)</b>

- 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: October 14, 2019
Re:	Accept the Completion of Bid #1372 – Child Development Center Improvements Phase 3 at Santa Ana College and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

**BACKGROUND:**

On May 28, 2019, the Board of Trustees approved a contract with Kazoni, Inc. dba Kazoni Construction for Bid #1372 for the Child Development Center improvements phase 3 project at Santa Ana College. The project was completed on August 19, 2019.

**ANALYSIS:**

The District, upon approval by the Board of Trustees, will 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 \$59,589.16.

This project was funded by Child Development Funds.

**RECOMMENDATION:**

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

Fiscal Impact:	N/A	Board Date: October 14, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, 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 17<sup>th</sup> Street, Santa Ana, caused improvements to be made to the property to with: Bid #1372 for Child Development Center Improvements Phase 3 at Santa Ana College, the contract for the doing of which was heretofore entered into on the 29th day of May, 2019, which contract was made with Kazoni, Inc. dba Kazoni Construction, PO 19-P0057283 as contractor; that said improvements were completed on the 19th day of August, 2019 and accepted by formal action of the governing Board of said District on the 14th day of October, 2019; 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 Indemnity Company of California.

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 \_\_\_\_\_, 2019 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

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

State of California  
County of Orange

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

Notary Signature \_\_\_\_\_ (Seal)

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

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Additional Ad Hoc Consulting Services with Tyler Technologies	
Action:	Request for Approval	

**BACKGROUND**

On June 10, 2019, the District entered into an agreement with Tyler Technologies for a cybersecurity partnership program in the amount of \$14,900. The services provided by this agreement include cybersecurity management and oversight to meet compliance objectives and improving institutional data security posture. In the current data security landscape, partnering with domain experts is paramount to ensure our information is properly secured and to minimize the chances of unauthorized access to sensitive data.

This Fiscal Year, ITS has launched a number of initiatives to improve our data security posture, including establishing and improving data security controls in alignment with the National Institute of Standards and Technology (NIST), vulnerability scanning and ongoing training. These efforts will require additional consulting hours to be added to the existing partnership agreement with Tyler Technologies for remote project assistance, remote monthly meetings, project research and other data security support. The increase of hours will bring the total contract amount over \$15,000. Therefore, approval from the Board of Trustees is required.

**ANALYSIS**

The additional consulting hours will increase the contract amount by \$7,000. The total contract amount has increased from \$14,900 to \$21,900. The terms and conditions of the contract remain unchanged. The District has reviewed the addendum and has found the additional cost to be sufficient and reasonable to complete the work.

This project will be funded by the ITS operational budget.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the additional Ad Hoc consulting services with Tyler Technologies as presented.

Fiscal Impact:	\$21,900	Board Date: October 14, 2019
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

# Cybersecurity Partnership Program

*Prepared for:*



*March 28, 2019*

## PREPARED BY:

Jim Macisso

Account Manager

Sage Data Security

Tyler Technologies

Jim.Macisso@TylerTech.com

(800) 772-2260 x2330

## TABLE OF CONTENTS

Cybersecurity Partnership Program

Schedule of Services

## Cybersecurity Partnership Program

### Executive Overview

The primary function of the Cybersecurity Partnership Program is to provide strategic planning/decision making guidance and oversight for the Rancho Santiago Community College District ("RSCCD"). This proactive approach will translate into a tangible framework for tactical engagements (ongoing security plan) going forward.

The Cybersecurity Partnership Program incorporates a dedicated Security Advisor to provide counsel toward meeting compliance objectives and improving the security posture across the District. The program is designed to guide RSCCD towards building and maintaining a consistent and reliable foundation to address the broad scope of cybersecurity considerations, including leadership decision making, assistance with the tracking of progress for various cyber and information security related (tactical) projects, and reviewing the District's program operations and management.

The Partnership Program is offered in conjunction with preferred rates for individual project engagements to be delivered sequentially based on a prioritized schedule of services.

### Situational Summary

Given the complex and volatile nature of cybersecurity, it is becoming increasingly common for higher education institutions to engage domain experts to provide ongoing advisory and security services. Partnering with cybersecurity professionals would allow RSCCD to leverage a resource that focuses on, and is responsible for, remaining current with CA specific compliance requirements and cybersecurity best practices.

### Cybersecurity Governance & Oversight

- Monthly Cybersecurity Webinar – Discussions on regulatory and sector updates, along with a deep dive into a variety of cybersecurity components
- Four (4) Quarterly Onsite Cybersecurity Committee meetings
- Annual Management/Board of Directors Report Collaboration
- Minutes & agenda maintenance
- Security project review & tracking
- Sage Advice Subscription – threat advisory notifications by email

### Advisory Services

- Ongoing Informal Assessment and Development of RSCCD's Cybersecurity Program
- Apprise management of any changes in federal or state regulations pertaining to cybersecurity
- Review reports from outside vendors, auditors and business partners

- Review security incident reports (internal response)
- Provide information as requested to the Vice Chancellor, Management, & IT Committee
- Email & phone support upon request (typically 8:00am EDT – 6:00pm EST)

### **Cybersecurity Projects**

Agreed upon projects to be coordinated and scheduled independent of the Program. Cybersecurity Partnership Program subscribers are provided a preferred rate for Advisory projects at \$175/hr.

### **Engagement Fee**

The Cybersecurity Partnership Program subscription fee is \$14,900\* annually. We require a minimum commitment of one (1) year to participate in the Partnership Program. The program is invoiced on an annual basis. Travel costs are included within this subscription fee. Additionally, after year one (1) of the Partnership Program, we reserve the right to re-examine travel costs associated with onsite meetings.



**Rancho Santiago Community College District  
Statement of Services  
March 28, 2019**

Please select from the following services

Information Security Services	
<input checked="" type="checkbox"/> Cybersecurity Partnership Program	\$14,900
<b>TOTAL</b>	<b>\$14,900*</b>

\*Fee includes travel.

**Payment Terms:**

- The P.O. is set up for a maximum amount of \$14,900, and will take effect 7/1/2019
- The P.O expiration date is 6/30/2020.
- Program is invoiced upfront on an annual basis.

**Master Services Agreement:**

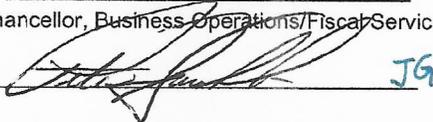
This Schedule of Services is entered into pursuant to that certain Master Services Agreement between Rancho Santiago Community College District and Sage on behalf of Tyler Technologies, and incorporates all of the terms and conditions thereof.

**Agreed to by Rancho Santiago Community College**

**Agreed to on behalf of Tyler Technologies:**

**District:**

Name: Peter J. Hardash  
Vice Chancellor, Business Operations/Fiscal Services

Signature:  JG

Date: 6/10/19

Name: Richard K. Simonds, VP & GM, Sage

Signature: Richard K. Simonds  
Digitally signed by Richard K. Simonds  
DN: cn=Richard K. Simonds, o=Tyler Technologies, ou=Cybersecurity, email=rick.simonds@tylertech.com, c=US  
Date: 2019.07.08 09:44:13 -04'00'

Date: 7/8/2019

**Rancho Santiago Community College District**  
**Statement of Services - Addendum**  
**August 26, 2019**

Information Security Services	
<input checked="" type="checkbox"/> Cybersecurity Advisory Partnership Program – Additional Ad Hoc Consulting Hours	\$7,000
<b>TOTAL</b>	<b>\$7,000</b>

**Ad Hoc Consulting Hours:**

Consulting hours may be used towards remote project assistance, remote monthly meetings, project research & additional email/phone support beyond those included with the program. Forty (40) hours are included in this addendum. RSCCD will not be responsible for payment of unused hours.

**Cybersecurity Partnership Program:**

Ad Hoc Consulting Hours purchased under this addendum are entered into pursuant to that certain Cybersecurity Partnership Program Statement of Services executed on June 10th, 2019 and incorporates all of the terms and conditions thereof.

**Rancho Santiago Community College District:**

**Tyler Technologies:**

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

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

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

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

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

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

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

To:	Board of Trustees	Date:	October 14, 2019
Re:	Approval of CMAS Contract 3-16-36-0052B to Konica Minolta Business Solutions U.S.A., Inc.		
Action:	Request for Approval		

**BACKGROUND**

The Rancho Santiago Community College District wishes to utilize the California Multiple Award Schedule Contract (CMAS) 3-16-36-0052B for the purchase, lease, installation, maintenance and warranty of hardware, multifunctional copiers, accessories and related software services on an as needed basis. This contract allows the District to expand our procurement options for various models of copiers. To utilize this contract, Board of Trustees approval is required.

**ANALYSIS**

On February 22, 2016 the Board of Trustees approved the use of the Foundation for California Community Colleges (FCCC) Administrative Services Agreement #CB 13-001 and CB 13-011 for the purchase, lease, maintenance and related software for Konica Minolta Business Solutions products. This contract has expired, the FCCC is currently negotiating the terms and conditions of the contract prior to making it available to the community colleges for utilization. At this time the completion and availability of this contract is unknown. As there is a need to replace copiers district-wide and to add copiers to newly constructed buildings the CMAS Contract 3-16-36-0052B would allow the District to continue services, at the same pricing as the FCCC contract and has a term of October 19, 2016 through November 30, 2021.

Attached are excerpts from the CMAS contract. The remaining pages are available for review in the Purchasing Services Department.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the District's use of the California Multiple Award Schedule Contract (CMAS) 3-16-36-0052B including any future renewals, extensions, supplements and modifications offered by Konica Minolta Business Solutions as the vendor as presented.

Fiscal Impact:	N/A	Board Date:	October 14, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services		
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

State of California  
**MULTIPLE AWARD SCHEDULE**  
**Konica Minolta Business**  
**Solutions U.S.A., Inc.**

CMAS NUMBER:	<b>3-16-36-0052B</b>
SUPPLEMENT NO.:	1
CMAS TERM DATES:	10/19/2016 through 11/30/2021
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	March 15, 2018
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-03F-135DA
BASE SCHEDULE HOLDER:	Konica Minolta Business Solutions U.S.A., Inc.

This CMAS provides for the purchase, installation, maintenance, and warranty of hardware, multifunctional copiers and accessories, and Managed Print Services. (See page 2 for the restrictions applicable to this CMAS.)

The purpose of this supplement is to incorporate the following changes:

- 1) The contact person, phone number, and email address have been updated in the "Issue Purchase Order To" provision.
- 2) Replace the original CMAS in its entirety.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions dated March 15, 2018, products and/or services are included herein. Please review these provisions carefully, as they have changed since issuance of your last CMAS.



Effective Date: **8/14/2018**

**KUSH KISHOR, Program Analyst, California Multiple Award Schedules Unit**

4.7 (2)

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of CMAS Contract 4-13-56-0055A to Mohawk Resources, Ltd.	
Action:	Request for Approval	

**BACKGROUND**

The Santa Ana College Automotive Technology program provides education and training to hundreds of students annually. The equipment in one of the three existing wheel alignment bays does not meet industry standards due to aging components. New equipment is needed to properly educate students for future employment in automotive dealerships and independent shops. The new wheel alignment and addition of new wheel balancing equipment will replace the existing non-functioning and aging equipment. The funding for this equipment is from the CTEA (Career Technical Education Act) grant.

The Automotive Technology program would like to purchase the equipment from Mohawk Resources Ltd. by utilizing California Multiple Award Schedule (CMAS) Contract #4-13-56-0055A. In order to utilize this contract, Board of Trustees approval is required.

**ANALYSIS**

The Mohawk Resources/Hunter Engineering brand has the largest share of equipment used in dealerships and independent shops. Their equipment is well designed and constructed, dependable, safe and comes with a good warranty.

The new equipment will facilitate the training of students and their access to learning on equipment that the automobile industry is already using. Students will receive instruction on updated techniques and practices on equipment used by local companies. Students enrolled in Automotive Technology would have a greater opportunity to develop these high-demand skillsets that would be a catalyst as they start their working careers as they are trained on state-of-the-art equipment.

The CMAS contract offers a variety of items and will be used for this procurement as well as any future purchases. This contract is in accordance with the terms and conditions negotiated by the State and meets all legal requirements allowing California community colleges to purchase and is in effect through June 30, 2023. The complete contract is available for review in the Purchasing Services Department.

Cost breakdown for the items:

Item:	Cost:
Aligner with Premium Large Cabinet & 32" Widescreen LCD	\$ 14,818.14
HawkEye Elite Cameras	\$ 12,188.11
Wide Angle Extender Target Kit	\$ 174.56
Adjustable Tire Hooks	\$ 814.61
TD Target Wheel Office Adjustment Kit	\$ 387.13
Fully Integrated Alignment RX Premium Scissor Rack, Standard Deck	\$ 30,311.23
RX Light Kit for Alignment Racks	\$ 1,047.36
GSP9700 Road Force (R) Elite, 5 <sup>th</sup> Generation Wheel Balancer (2)	\$ 35,543.36
Adjustable Flange Plate & Stud Kit for Wheel Balancer (2)	\$ 1,319.66
Taxes	\$ 8,935.88
Total	\$105,540.04

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the District's use of CMAS Contract #4-13-56-0055A, including any future renewals, extensions, supplements and modifications offered by Mohawk Resources Ltd. as the vendor as presented.

Fiscal Impact:	\$105,540.04	Board Date: October 14, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

State of California  
**MULTIPLE AWARD SCHEDULE**  
**Mohawk Resources Ltd.**

CMAS NUMBER:	<b>4-13-56-0055A</b>
SUPPLEMENT NO.:	1
CMAS TERM DATES:	12/12/2013 through 6/30/2023
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	<a href="#">December 1, 2017</a>
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	<a href="#">GS-07F-207AA</a>
BASE SCHEDULE HOLDER:	Mohawk Resources Ltd.

This CMAS provides for the purchase, warranty and installation vehicle lifts, tire balancers, brake lathes, racks, aligners, tire changers, jack stands, and vehicle inspection equipment. (See page 2 for the restrictions applicable to this CMAS.)

The purpose of this supplement is to renew this CMAS through 6-30-2023. In addition, this supplement replaces in its entirety Mohawk Resources Ltd.'s existing California Multiple Award Schedule (CMAS) that expires on 9-30-2018. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions dated December 1, 2017, and products and/or services are included herein. Please review these provisions carefully because they may have changed since issuance of your last CMAS.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: [www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf](http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf). This requirement is not applicable to local government entities.

The services provided under this CMAS are only in support of the products covered by this CMAS.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

*Original Signature on File*

Effective Date: **9/11/2018**

**BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit**

4.8 (3)

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Vendor Name Change	
Action:	Request for Approval	

**BACKGROUND**

The Santa Ana College Public Affairs office utilizes the services of Gotcha Media Holdings, Inc. for outdoor electronic advertising as part of their marketing campaign to increase enrollments.

Recently RSCCD was informed that Gotcha Media Holdings, Inc. has rebranded and is now doing business as Rivet Campus Media effective on September 18, 2019.

**ANALYSIS**

In order to avoid interruption of existing services and to make payments for services rendered timely, it is necessary to seek acceptance by the Board of Trustees to change the vendor name from Gotcha Media Holdings, Inc. to Rivet Campus Media. The name change does not affect the current services provided or cost. Rivet Campus Media is committed to providing the same level of service that Gotcha Media Holdings, Inc. contractually committed to in fulfilling previous services.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the name change request from Gotcha Media Holdings, Inc. to Rivet Campus Media as presented.

Fiscal Impact:	N/A	Board Date: October 14, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

**ANALYSIS**

Items for the following categorically funded programs were developed. To access these items, please [click here](#).

<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
<p>1. California Adult Education Program (SAC &amp; SCC)</p> <p>RSCCD received the California Adult Education Program state categorical apportionment (formerly Adult Education Block Grant), Assembly Bill No. 104, from the California Community Colleges Chancellor's Office. The Rancho Santiago Adult Education Consortium will implement regional strategies to better serve educational and workforce needs of adult learners and support seven program areas: Adult Basic Education (ABE) and Adult Secondary Education (ASE); English as a Second Language (ESL) and ESL-Citizenship; workforce preparation; family literacy; adults with disabilities, career technical education, and pre-apprenticeship training. (19/20). <i>No match required.</i></p>	07/01/2019	\$3,160,444
<p>2. Workforce Innovation and Opportunity Act, Title II – Adult Education and Family Literacy Act (SAC &amp; SCC)</p> <p>Federal grant award from the California Department of Education for the Workforce Innovation and Opportunity Act (WIOA) Title II, Adult Education and Family Literacy Act Sections 225, 231, and 243 to provide supplemental funds supporting noncredit adult education and literacy instruction for adult learners. The Act expands and promotes the development of integrated services that incorporate Adult Basic Education (ABE), Adult Secondary Education (ASE), English as a Second Language (ESL), Vocational Literacy, ESL-Citizenship, El Civics and correctional institutionalized education. (19/20).</p> <ul style="list-style-type: none"> <li>• SAC noncredit \$2,109,150</li> <li>• SCC noncredit \$643,040</li> </ul> <p><i>The non-federal match is \$688,048 (25% of the grant award) that consists of general apportionment state-funded certificated noncredit faculty.</i></p>	07/01/2019	\$2,752,190

**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:	\$5,912,634	Board Date: October 14, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Sub-Agreement between RSCCD and Cerritos Community College District/Cerritos College for Fiscal Agent for the Key Talent Administration and Sector Strategy Grant	
Action:	Request for Approval	

**BACKGROUND**

Through a competitive grant competition, Rancho Santiago Community College District (RSCCD) was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the 2018/19 Key Talent Administration and Sector Strategy Fiscal Agent. As fiscal agent, RSCCD will oversee disbursements, provide monitoring and guidance for the Key Talents engaged in workforce and economic development programs, including other special projects and partners.

**ANALYSIS**

The Chancellor's Office has selected Cerritos College as a sub-recipient of the Key Talent Administration and Sector Strategy grant to support the development of curriculum for a mechanical technician training pathway that meets all current industry-specifications provided by the National Center for Aerospace & Transportation Technologies. RSCCD, fiscal agent, has created a sub-agreement (#DO-18-2565-112) with Cerritos Community College District, on behalf of Cerritos College to provide services in the Advanced Transportation and Logistics sector. The performance period is August 1, 2019, through June 30, 2020, and the sub-award amount is \$100,000. The project scope of work has been 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: October 14, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of October, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Cerritos Community College District, on behalf of **Cerritos College** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Key Talent Administration and Sector Strategy” grant, Prime Award #18-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs, such as regional initiatives and Key Talent positions; and

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the **Advanced Transportation and Logistics Sector – Aviation Industry 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 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 August 1, 2019, through June 30, 2020.
3. **Total Cost**  
The total cost to RSCCD for performance of this Agreement shall not exceed \$100,000.00, with 4% allowable indirect costs rate for SUBCONTRACTOR.
4. **Budget**  
SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and

approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 80% after the Agreement is fully executed and a final payment of 20%. The final payment is contingent upon the review and approval of the final performance and expenditure reports by the PRIME SPONSOR. Payments shall not exceed the amount listed under Article I.3 "Total Costs".

SUBCONTRACTOR must submit invoices for payment via e-mail sent to Sarah Santoyo, Fiscal Agent Administrator at Santoyo\_Sarah@rsccd.edu and copy Maria Gil, Fiscal Agent Specialist at Gil\_Maria@rsccd.edu. The subject line of the invoice should be as follow: "Invoice Enclosed – District Acronym/Sub-Agreement#".

Refer to the Invoice Form and Instructions (*Exhibit B*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

6. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

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. Independent Contractor

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Notices

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

**RSCCD:**

**Primary Contact:**

Sarah Santoyo, Fiscal Agent Administrator  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706  
(714) 480-7466; santoyo\_sarah@rsccd.edu

**Fiscal Representative:**

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

**SUBCONTRACTOR:**

**Primary Contact:**

Name: Jannet Malig  
Title: Statewide Director for Advanced Transportation  
Address: Cerritos College  
11110 Alondra Blvd.  
Norwalk, CA 90650  
Phone: (562) 860-2451 ext. 2912  
Email: jmalig@cerritos.edu

**Fiscal Representative:**

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

16. 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.

17. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (*Exhibit C* – Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

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

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

[continue to page 6 for signatures]

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: CERRITOS  
COMMUNITY COLLEGE DISTRICT

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

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

Board Approval Date: October 14, 2019

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

List of Exhibits

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

Exhibit B: Invoice Form and Instructions

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

*(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)*

Note: To access a copy of exhibit C, please [click here](#).

Chancellor's Office  
California Community Colleges

District: Cerritos Community College District \_\_\_\_\_

College: Cerritos College \_\_\_\_\_

RFA Specification No.: \_\_\_\_\_

Project Performance Period: August 1, 2019 – June 30, 2020 \_\_\_\_\_

# PROJECT WORKPLAN

**Objective 1:** Development of preliminary curriculum in mechanical technician training in support of existing or new aviation career pathways.

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
<p>1. In support of the industry-wide need for certified Aviation Electronics Technicians (AET), faculty experts (2) will review the AET certification study guide provided by the National Center for Aerospace &amp; Transportation Technologies (NCATT).</p>	<p>Faculty experts will become familiar with all aspects of the study guide content necessary in order for students to pass the AET Certification test. Familiarity with required AET industry-specific standards will be met by 100%.</p>	<p>November-December 2019</p>	<p>Statewide Director</p>
<p>2. A Faculty Team will undertake curriculum development to provide for a preparatory course plus laboratory to meet AET certification requirements.</p>	<p>Curriculum in aviation pathways will be expanded to include mechanical/electrical applications for the aviation industry.</p>	<p>Aug 2019– Sept 2020</p>	<p>Statewide Director</p>
<p>3. One member of the team will develop a 3 unit preparatory course in aviation mechanics to meet AET certification specs. Study guides for students will be prepared.</p>	<p>Curriculum in aviation pathways will be expanded to include mechanical/electrical applications for the aviation industry.</p> <p>A preparatory course in electrical/mechanical technicians will provide expanded content for schools with existing pathways, or the potential for schools to begin an aviation pathway.</p>	<p>January 2020</p>	<p>Statewide Director</p>

5.2 (9)

Chancellor's Office  
 California Community Colleges

District: Cerritos Community College District \_\_\_\_\_

College: Cerritos College \_\_\_\_\_

RFA Specification No.: \_\_\_\_\_

Project Performance Period: August 1, 2019 – June 30, 2020 \_\_\_\_\_

## PROJECT WORKPLAN

**Objective 1:** Development of preliminary curriculum in mechanical technician training in support of existing or new aviation career pathways.

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
4. The second member of the team will prepare a 2 unit laboratory component to compliment AET curriculum. A handbook to support laboratory concepts will be prepared.		January 2020	Statewide Director

Chancellor's Office  
California Community Colleges

District: Cerritos Community College District \_\_\_\_\_

College: Cerritos College \_\_\_\_\_

RFA Specification No.: \_\_\_\_\_

Project Performance Period: August 1, 2019 – June 30, 2020 \_\_\_\_\_

# PROJECT WORKPLAN

<b>Objective 2: Industry Review and Evaluation of Curriculum and Laboratory Content</b>			
<b>Activities</b>	<b>Measurable Outcomes</b>	<b>Timeline (Month/Year)</b>	<b>Responsible Persons</b>
1. A team of industry advisors will be assigned to this project to ensure that the curriculum developed from the study-guide for AET Certification meets all current industry-specifications for aviation mechanical/electrical technicians.	Conduct at least (3) industry advisors will work with educational team to address any industry-specific requirements, providing written evaluation and recommendations in keeping with best practices for aviation technical personnel.	February – March 2020	Statewide Director
2. Recommendations of industry advisors will be reflected, as need be in new Aviation Technician course pilot.	Curriculum will be revised, as necessary and the initial course will be presented to Curriculum Committee.	March 2020	Statewide Director
3. Faculty Team will explore with the industry advisors if they feel the development of a practice AET certification workshop should be developed.	Expanded potential for adoption by colleges could be a workshop test preparation component to advance student success potential.		

Chancellor's Office  
California Community Colleges

District: Cerritos Community College District \_\_\_\_\_

College: Cerritos College \_\_\_\_\_

RFA Specification No.: \_\_\_\_\_

Project Performance Period: August 1, 2019 – June 30, 2020 \_\_\_\_\_

## PROJECT WORKPLAN

**Objective 3:** Marketing and Promotion of the New Preparatory Course for Aviation Mechanical Technicians will be undertaken statewide.

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
<p>1. Promotional materials will be developed to advertise the AET prep course and lab to all colleges within the sector.</p>	<p>Promotional materials will be developed for broad dissemination sector-wide. The AT&amp;L website will be updated to include an overview of the course and related AET Certification test.</p>	<p>August 2019-June 2020</p>	<p>Statewide Director</p>
<p>2. A Pathways specialist will be hired to meet with airlines and inform them of the new course offering, linking them to colleges that will pilot the course.</p>	<p>The Pathways specialist will improve industry engagement in aviation pathways facilitating a pipeline to the new AET preparatory course.</p>	<p>August 2019-June 2020</p>	<p>Statewide Director</p>
<p>3. The Pathways Specialist will work with Regional Directors to promote the AET preparatory courses to colleges within their region.</p>	<p>Regional Directors will work with their sector constituents to promote the potential for expanded and or new aviation pathways.</p>	<p>August 2019-June 2020</p>	<p>Statewide Director</p>

<b>Objective 3: Marketing and Promotion of the New Preparatory Course for Aviation Mechanical Technicians will be undertaken statewide.</b>			
<b>Activities</b>	<b>Measurable Outcomes</b>	<b>Timeline (Month/Year)</b>	<b>Responsible Persons</b>
4. At least one promotional workshop will be undertaken in partnership with industry experts.	A workshop for CTE educators at the high school and college level will be undertaken to promote student interest and engagement.		

Chancellor's Office  
California Community Colleges

District: Cerritos Community College District \_\_\_\_\_

College: Cerritos College \_\_\_\_\_

RFA Specification No.: \_\_\_\_\_

Project Performance Period: August 1, 2019 – June 30, 2020

## PROJECT WORKPLAN

<b>Objective 4: Professional Development for educators, train-the-trainer workshops and pilot support</b>			
<b>Activities</b>	<b>Measurable Outcomes</b>	<b>Timeline (Month/Year)</b>	<b>Responsible Persons</b>
<ol style="list-style-type: none"> <li>1. Provide sector-wide opportunities for faculty development and in-service training relative to the deployment of new aviation curriculum.</li> <li>2. Technical support will be given to colleges piloting the new aviation mechanical technician curriculum.</li> </ol>	<p>Peer-to-peer exchanges will provide the potential to create new curriculum and develop new pathways, particularly in relation to aviation. At least (2) professional development and in-service training targeting aviation pathways, featuring mechanical technician AET prep course will be offered.</p> <p>A subject matter expert will facilitate faculty implementation of a pilot course, providing for an evaluation component (entry and exit) of students. Evaluation will be reviewed by industry experts and courses modified, as needed.</p>	<p>August 2019-June 2020</p>	<p>Statewide Director</p>

Chancellor's Office  
 California Community Colleges

District: Cerritos Community College District \_\_\_\_\_

College: Cerritos College \_\_\_\_\_

RFA Specification No.: \_\_\_\_\_

Project Performance Period: August 1, 2019 – June 30, 2020 \_\_\_\_\_

# PROJECT WORKPLAN

<b>Objective 5: Develop a pipeline for new AET certifying technicians to industry employers.</b>			
<b>Activities</b>	<b>Measurable Outcomes</b>	<b>Timeline (Month/Year)</b>	<b>Responsible Persons</b>
1. Work with Regional Directors to facilitate a process for course completers to smoothly transition to passing AET certifications.	To facilitate outcome measures, Regional Directors will work with participating colleges to track completers toward the certification process.		Statewide Director
2. Provide referral support to newly certified AET Technicians.	The AT&L webpage will have an AET certification portal to connect new technicians to airlines.		Statewide Director
			Statewide Director

**Chancellor's Office**  
**California Community Colleges**

**District:** Cerritos Community College District \_\_\_\_\_

**College:** Cerritos College \_\_\_\_\_

**RFA Specification No.:** \_\_\_\_\_

**Project Performance Period:** August 1, 2019 – June 30, 2020 \_\_\_\_\_

# PROJECT WORKPLAN

**Objective 6:** Provide support and technical expertise to the Economic and Workforce Development Program Advisory Committee (EDPAC) and other task forces, work groups, and committees.

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
Identify emerging, cutting edge technologies for future Sector development.	Work with industry trade organizations, employers, experts to identify these new technologies.	August 2019-June 2020	Statewide Director
Cross collaborate with other sectors within the Workforce and Economic Development division to identify common competencies that can be shared among sectors.	Convene cross sector skills panels to identify potential curriculum, skills training, etc. (At least 2 meetings will be initiated)	August 2019-June 2020	Statewide Director
Support and assist EWD EDPAC for sector priorities to assess needs, identify priorities, and facilitate development of initiative strategic plans, internal educations efforts and developing strategies and activities to works with business and employers.	Provide employer feedback and resources to support development and execution of sector goals.	August 2019-June 2020	Statewide Director

Chancellor's Office  
California Community Colleges

## APPLICATION BUDGET SUMMARY

**RFA Specification No.:** 2019-2020

**RFA Specification Title:** Advanced Transportation & Logistics      **Telephone No.:** (562)860-2451 ext. 2912

**District/College:** Cerritos College

**Fax No.:**

Object of Expenditure	Classification	Line	Total Program Funds Requested	Match
1000	Instructional Salaries	1		
2000	Noninstructional Salaries	2		
3000	Employee Benefits	3		
4000	Supplies and Materials	4	16000	
5000	Other Operating Expenses and Services	5	84000	
6000	Capital Outlay	6		
7000	Other Outgo	7		
<b>Total Direct Costs</b>		8	100,000	-
<b>Total Indirect Costs (4% of line 8)</b>		9		
<b>Total Project Costs</b>		10	100,000	-

**NOTE:** Provide an Application Budget Detail Sheet for each funding source including match, if required.

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

**Project Director Name/Title** \_\_\_\_\_  
(Authorized Signature) Date

**District Chief Business Officer** \_\_\_\_\_  
(Authorized Signature) Date

## INVOICE

Date:

Invoice No.:

Purchase Order No.:

Name

Address:

City:

State:

Zip:

Attn:

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

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type:     Advance Payment             Progress Payment             Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

**Total Amount Due: \$**

**District/College Accounting Office Contact:**

**District/College Program Contact:**

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

## Instructions for Invoice Template

Submit invoices electronically to the fiscal agent, Maria Gil at [Gil\\_Maria@rsccd.edu](mailto:Gil_Maria@rsccd.edu). The e-mail subject line must state "Invoice Enclosed – District Acronym/DSN/Grant Number".

Example: RSCCD/Santa Ana/DSN/#18-459-008

If you are submitting a corrected invoice, please state it in the subject line "REVISED Invoice Enclosed – District Acronym/Key Talent Role or Program/Grant Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCCO Program Contact/Monitor or the Fiscal Agent at [Gil\\_Maria@rsccd.edu](mailto:Gil_Maria@rsccd.edu).

**Letterhead/logo** - Insert letterhead or logo image.

**Date** – Enter the date the invoice was created.

**Invoice No.** – Enter an invoice number to be used for internal purposes by the community college district/college.

**Purchase Order No.** - Enter the purchase order number issued by the Fiscal Agent.

**Name** – Using the drop down list to select the District name or enter information manually. The name must match the name listed on the sub-agreement with the Fiscal Agent.

**Address** – Enter the District address which should match with the address listed on the sub-agreement with the Fiscal Agent.

**Grant Number** – Enter the grant number provided by the Project Monitor.

**Fiscal Agent Sub-Agreement Number** – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

**Chancellor's Office Project Monitor** – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

**Payment Type** – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

**Description of Work and Dates Services Rendered** – Provide a description of the work performed and the dates of services rendered.

**Total Amount Due** – Enter the amount invoiced to CCCCCO.

**District/College Accounting Office Contact Information** – Identify an accounting office contact.

**District/College Program Contact Information** – Identify a program contact who can address questions about the work performed.

Chancellor's Office, California Community Colleges  
Workforce and Digital Futures Division

**GRANT AGREEMENT**

**ARTICLE I**

**Key Talent Administration & Sector Strategy Fiscal Agent  
Program-Specific Legal Terms and Conditions  
July 2018**

**ARTICLE II**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To: Board of Trustees	Date: October 14, 2019
Re: Approval of Grant Sub-Agreement between RSCCD and Bardic Systems Incorporated for the Integrated Technology – Data Services Program Grant	
Action: Request for Approval	

**BACKGROUND**

In 2018/19, Rancho Santiago Community College District (RSCCD) was selected to serve as the fiscal agent for the California Community Colleges Chancellor’s Office’s (CCCCO) Integrated Technology – Data Services Program grant. This grant supports the development and maintenance of a consolidated CCC-wide data repository that encompasses multiple data measures, student demographics, metrics simplification and dashboard optimization, real-time analytics for student alerts, and data and behavioral science capabilities. A renewal allocation for the 2019/20 Data Services Program grant was awarded in July 2019. As fiscal agent, RSCCD will issue grant sub-agreements, oversee disbursement and monitor grant program awards approved by the Chancellor’s Office.

**ANALYSIS**

The Chancellor’s Office has selected Bardic Systems Incorporated as a sub-recipient of the Data Services Program grant funds to create, manage and sustain the CCCCCO-wide data definitions and data rules, to evaluate data assets and tools, and to provide strategic and technical guidance on data management frameworks, standards and processes. As the fiscal agent for this grant, RSCCD has developed a sub-agreement (#DO-19-2558-01) with the sub-contractor that includes the Scope of Work approved by the Chancellor’s Office. The performance period is July 1, 2019, through June 30, 2020, and the sub-award amount is \$818,800.

**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:	\$818,800.00 (grant-funded)	Board Date: October 14, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
BARDIC SYSTEMS INCORPORATED**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of October, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Bardic Systems Incorporated** (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 “Integrated Technology - Data Services Program” grant, Prime Award #18-074-103 (fiscal year 2018/19) and #19-074-103 (fiscal year 2019/20) (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office, (hereinafter “PRIME SPONSOR”), Data Innovation and Infrastructure Division, to design and implement a consolidated data repository that supports the Chancellor’s Office *Vision for Success* strategic vision related to multiple measures placement, student personalization, metrics simplification and dashboard optimization, real-time analytics for student alerts, and data and behavioral science capabilities.

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, 2019, through June 30, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$818,800.00 (*includes \$416,250 fiscal year 2018/19 carryover grant funds and \$402,550 fiscal year 2019/20 grant funds*).

4. Budget

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

5. Payment

Payment to the SUBCONTRACTOR will occur through reimbursement for allowable expenditures through submission of an invoice in accordance with Section 6, below, on a monthly basis.

6. Invoicing

Detailed invoices should be submitted on a monthly basis in accordance with Section 5, above. Documentation of expenditures will be required to process invoices. The invoice must include the Agreement number (refer to footer) and should be submitted electronically. Refer to the Invoice Form and Instructions (*Exhibit B*) for guidance on how to complete and submit the invoice. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR.

Report Type	Due Date	Description
Monthly	Last day of each month	Project and budget status summary report due on last day of the month during the period of performance
Quarterly	Q3 – 3/30/20 Q4 – 6/30/20	Q3 year-to-date expenditures and progress report Q4 year-to-date expenditures and progress report
Final	6/30/20	Final claim of expenditures and final narrative report

SUBCONTRACTOR shall submit all reports to Vice Chancellor, Data Innovation and Infrastructure Division ([bgomez@cccco.edu](mailto:bgomez@cccco.edu)) and copy project monitor ([gbird@cccco.edu](mailto:gbird@cccco.edu)).

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. 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 or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

10. 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.

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 via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Sarah Santoyo, Fiscal Agent Administrator  
Rancho Santiago Community College District  
2323 N. Broadway, Ste. 201  
Santa Ana, CA 92706  
(714) 480-7466; santoyo\_sarah@rsccd.edu

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

**SUBCONTRACTOR:**

**Primary Program Contact:**  
Name: Alexander M. Jackl  
Title: CEO and President  
Address: 56 Port Circle

Warwick, RI 02889  
Phone/Email: (508) 395-2836; alex@bardicsystems.com

**Fiscal Representative:**

Name: Alexander M. Jackl  
Title: CEO and President  
Address: 56 Port Circle  
Warwick, RI 02889  
Phone/Email: (508) 395-2836; alex@bardicsystems.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 (*Exhibit C* – Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

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

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

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: BARDIC SYSTEMS  
INCORPORATED

By: \_\_\_\_\_  
Name: Peter J. Hardash  
Vice Chancellor  
Title: Business Operations/Fiscal Services  
Date: \_\_\_\_\_  
Board Approval Date: October 14, 2019

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
**47-4027086**  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

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

Exhibit B: Invoice Form and Instructions

Exhibit C: Articles I, Rev. 09/18 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.)*

Note: To access a copy of exhibit C, please [click here](#).



California Community Colleges

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Approved Scope of Work for Data Services Program Grant

Organization and/or Name

Bardic Systems, Inc.

Term: Month/Day/Year – Month/Day/Year

07/01/19 Through 06/30/20

Amount of the Scope of Work or Invoice not to exceed

\$818,800.00

Data Services Program Grant RFA Spec 18-074

CCCCO Approved by:

  
Barney Gomez (Sep 24, 2019)

Print Name

Barney Gomez

Title

Vice Chancellor

Date

09/24/19

## SCOPE OF WORK

<b>CONTRACTOR ORGANIZATION:</b> Bardic Systems, Inc.
<b>STREET ADDRESS:</b> 56 Port Circle
<b>STREET ADDRESS:</b>
<b>CITY:</b> Warwick
<b>STATE:</b> RI
<b>ZIP CODE:</b> 02889
<b>PHONE NUMBER:</b> 508.395.2836
<b>EMAIL ADDRESS:</b> alex@bardicsystems.com
<b>FUNDING SOURCE:</b> Authority Item 6870-101-0001, Sched. (15), Integrated Technology (5675098)
<b>RFA SPECIFICATION NUMBER:</b> 18-074
<b>FUNDING FISCAL YEAR:</b> 2019-20
<b>FUNDS:</b> Funds not to exceed to \$818,800.00
<b>PAYMENT TERMS:</b> Net 30
<b>PAYMENT SCHEDULE:</b> Monthly Invoicing
<b>GRANTOR:</b> California Community Colleges Chancellor’s Office
<b>GRANTEE:</b> Rancho Santiago CCD
<b>PROJECT NAME:</b> Digital Innovation and Infrastructure - Data Services Program Grant
<b>PERIOD OF PERFORMANCE:</b> The period of this Agreement is from 07/01/19 through 6/30/20

<p><b>GOAL STATEMENT:</b> What does this project work to achieve?</p> <p>In August of 2017, the California Community Colleges Chancellor’s Office (CCCCO) initiated an evaluation of the educational technology (Edtech) portfolio of projects and systems (ecosystem) to confirm:</p> <ul style="list-style-type: none"> <li>• The current state of the portfolio and the alignment to the Chancellor’s Vision for Success and Guided Pathways strategies,</li> <li>• The structure and organization of related technology programs, the effectiveness of supporting processes, and</li> <li>• The grantees’ performance in delivering programmatic outcomes.</li> </ul> <p>The evaluation results confirmed gaps in critical functional disciplines that are foundational to architecting and delivering high-quality, interoperable technology solutions with properly managed cybersecurity risks, which if left unaddressed, would limit the CCCCCO and its colleges in serving to its mission.</p> <p>As part of the new Edtech Strategy, the CCCCCO developed the Technical Assistance Provider’s Program (TAP) to engage experts in the four disciplines that were identified as gaps: data governance and management, project management office, enterprise architecture, and information security. Bardic Systems, Inc. (BSI) was brought on to lead the Data Governance area.</p>
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**GOAL STATEMENT:** What does this project work to achieve?

Throughout the Fiscal Year that started July 1, 2018 through June 30, 2019 (FY18-19) the TAP team evaluated the maturity level of the Ed Tech Portfolio grantees and the CCCCO itself and found that the maturity level was approximately 1 on a scale of 0 to 5. In light of these findings the TAP team, in partnership with the CCCCO leadership, developed a set of recommendations and plans to move the maturity level of the entire system from 1 to 3 over the course of several years.

This statement of work (SOW) in the Fiscal Year starting July 1, 2019 through June 30, 2020 (FY19-20) is for BSI to execute on the Data Governance recommendations and plans to move the maturity level of the entire system forward. Although BSI will focus on data governance and management, BSI will provide overall leadership in the TAP process and continue to provide strategic and technical guidance and coaching to CCCCO leadership and to the TAP team.

Key elements of work in this SOW include:

- Create, manage, and sustain the CCC-wide data definitions and data rules used by the CCCCO EdTech Portfolio.
- Work with DII leadership and General Council to provide guidance and leadership around establishing, publishing, automating, and supporting the MOU and Data Request management process.
- Work on the Data Dictionary and MDM evaluations.
- Generate research and evaluation of current EdTech Portfolio data management assets and tools.
- Analysis of current EdTech Portfolio conceptual, logical, and physical data models,
- Evaluation of data model fitness to support the EdTech Portfolio Strategic Goals and Objectives
- Validate and document EdTech Portfolio data asset inventory
- Provide tactical support for the development of EdTech Portfolio data management artifacts
- Support Data Governance activities, outreach, and communication.
- Support the implementation of approved EdTech Data Management frameworks, standards and processes

**SCOPE**

1. The scope of this agreement shall be framed and determined solely by the activities, deliverables, and other language and agreements set forth in this SOW.
2. This agreement is for FY19-20 but can be extended for an additional year as per CCCCO policy and state and federal regulation and law, and by written agreement of both parties.
3. This agreement shall include Alex Jackl as a named representative and in the role of the Data Governance Lead. This agreement also calls for two data experts (a "Data Architect" and a "Data Analyst") to be determined by agreement between BSI and CCCCO.
4. The conditions and deliverables of this agreement can be modified, extended or reduced at any time by written agreement of both parties.

**OBJECTIVES AND APPROACH**

**OBJECTIVES:**

The continued delivery of a structured and standardized data management strategy within the EdTech portfolio is critical to the success of the CCCC Strategic Planning goals and objectives. In support of that critical requirement a data governance lead, a data architect, and a hands-on data analyst will provide critical strategic, analytical and data support to the TAP leadership team through specific skills and experience. These skills will specifically support the information goals of the EdTech Portfolio with a methodical analytical process for establishing the DM program and related governance strategy and moving the entire Ed Tech Portfolio forward in its maturity this fiscal year.

**APPROACH:**

As with all of the TAP team, the approach intended to be taken in the Data Governance and Management projects are to work tightly in collaboration with the CCCC and DII leadership staff to build a set of processes, tools, and policies that allow for the deliverables to be executed INSIDE of the larger strategy crafted by the Chancellor’s Office.

We will construct our data governance and management artifacts and processes to conform to the Edtech Operating Norms. By implementing a continuous improvement process, we will refine those artifacts and processes to holistically reduce risk, and improve efficiency, communication and accountability.

**ACTIVITIES**

All the Activity Focus Areas will happen as simultaneous streams. Timelines subject to change based on completion of detailed plan. Although the activities are broken out by role the entire team will determine how the work is most efficiently executed.

ACTIVITIES	TIMELINES
<p><b>Data Governance Lead Activities:</b></p> <p>Construct an Enterprise Data Strategy. Build and develop on the Alpha Enterprise Data Strategy Work done in FY18-19 into a mature, actionable data management strategy for a sustainable, scalable functional framework for quality, timeliness, utility, privacy, and security management</p>	<p>7/1/19-11/31/19</p>
<p>Refine and standardize a set of MOU templates that can be used for the most typical data sharing agreements. Note these documents will not be created singly by BSI but rather in conjunction with the General Counsel, Data Stewards, Gary Adams and Todd Hoig.</p>	<p>7/1/19-6/30/20</p>
<p>Empower, sustain and manage the DGC to act as true process and policy team to move the maturity of the system forward. Use the DGC to propagate good data management practice to all the divisions and to ensure that data definitions and data rule harmonization is fully entrenched in the data culture of CCCC.</p>	<p>7/1/19-6/30/20</p>

Exhibit A

ACTIVITIES	TIMELINES
Execute a Portal and Visualization rationalization and consolidation plan in partnership with the DST grantee and sub-grantees (ERP and WestEd). This will likely be a two-year plan so the goal would be to get to a Beta of the Portal Consolidation by June of 2020.	7/1/19-6/30/20
Work closely with the PMO and EA group to build and incorporate an Enterprise Change Management Process into all Data Governance, Management, and Project activities.	7/1/19-5/1/20
Hold, manage, and help lead Data Steward Working Group meetings and keep building bridges to the field.	7/19/19-6/30/20
Provide support for strategic field outreach activities and build a Data Governance community utilizing activities and events like TTAC, SAC, and the CISOA conference to strengthen and improve CCCCCO's relationship and impact with the field.	7/1/19-6/30/20
Provide executive consulting to CCCCCO leadership on all areas of data governance, enterprise governance, data and technical management, as requested and needed.	7/1/19-6/30/20
<p><b>Data Architect Activities:</b></p> <p><i>Data Management Process Automation:</i> To support the data management and MOU automation plan, including transferring all the data assets into the MOU tracking sheet and structuring it so it can be sustainably supported.</p>	7/15/19-12/31/19
<p><i>Data Harmonization:</i> Develop documented Pre-processing and Post-processing rules for all "OFFICIAL" data collected by the CCCCCO or any of its grantees of agents. These rules must cover uniqueness, data quality, and metadata encoding.</p>	7/15/19-5/28/20
<p><i>Data Dependency Rules:</i> Work on establishing data dependency language for all grantees, vendors and other partners, including change management best practices. This will be complicated and will take longer than this fiscal year.</p>	9/1/19-4/20/20
<p><i>Data Architecture:</i> Work with EA team to create a data architecture that is integrated with and follows the best practices constructed by the EA team's methodology.</p>	9/1/19-5/28/20

Exhibit A

ACTIVITIES	TIMELINES
<p><b>Data Analyst Activities:</b></p> <p><i>Data Dictionary:</i> Work with the data architect and grantees to establish a data definitions structures, process, and tool-set to manage the business definitions and technical definitions of all data and metrics being used by the CCC ecosystem. This will be a big job and require integrating multiple data sets owned by many providers. This will also require working with the MDM core team.</p>	<p>7/15/19-6/30/20</p>
<p><i>Data Policy and Process Management:</i> Work with MOU team, General Counsel, and Data Governance lead to establish strong data policies and procedures that can be published to create a sustainable approach to privacy and data protection that can withstand legal challenge and public scrutiny as well as forwarding the Vision For Success.</p>	<p>7/30/19-6/30/20</p>
<p><i>Business Case Documentation:</i> Work with the Data Governance Lead to document the business cases and use cases for all the projects and help, in conjunction with the PMO and EA team, develop sustainable metrics for measuring progress laid against the business case and the vision of the CCCCCO. This will be reflected in the project and process documentation created in the EdTech Portfolio.</p>	<p>7/15/19-6/30/20</p>

## Exhibit A

FY19-20 BSI Statement of Work

### DELIVERABLES

The deliverables will be a direct result of the approved activities. If more detailed plans arise due dates may change. If any date shifts out of the fiscal year a change memo will be generated for both parties to sign.

Deliverables are from the entire team. Multiple members may contribute. The Data Governance lead is ultimately responsible for all the deliverables.

Many of the activities are consultative and will result not in specific documents but in the increase in maturity level, sustainability and success of the projects within the EdTech Portfolio.

DELIVERABLES	DUE DATE	DETAIL	RECIPIENT
Enterprise Data Strategy	11/31/19	A PDF document including a plan, roadmap, and recommended Year Three, Four and Five Actions.	Barney Gomez, VC-DII
MOU Templates	Initial Set: 9/28/19 Published and Approved: 12/31/19	A set of Word fragments for each section of a template, and a sample MOU template to act as a starter. Possibly with two or more TYPES of MOUs as templates.	Barney Gomez, VC-DII
Portal Consolidation Plan	Alpha: 8/30/19 Beta: 12/30/19 Mature: 4/28/20	A PDF document that lays out the state of the union with regard to visualization and portals and then a plan and roadmap for consolidation and rationalizations.	Barney Gomez, VC-DII
MOU Tracking Sheet	Alpha: 8/1/19 Beta: 9/30/19 Full Production: 12/30/19	A Smart Sheet supported by the automated process that acts as the golden record for all MOUs in process and signed off on.	Barney Gomez, VC-DII
Data Request Sheet and Form	Alpha: 8/1/19 Beta: 9/30/19 Full Production: 12/30/19	A SmartSheet and Form that allows for users to request data sets from the CCCC and its partners. Includes working sheet and form and a PDF document that is a guide that can be posted where ever the link is posted.	Barney Gomez, VC-DII

Exhibit A

FY19-20 BSI Statement of Work

<b>DELIVERABLES</b>	<b>DUE DATE</b>	<b>DETAIL</b>	<b>RECIPIENT</b>
Data Harmonization Document	Alpha: 12/31/19 Mature: 5/28/20	PDF document and posted site delineating the pre- and post-processing rules authorized by CCCCCO leadership and the DGC. Will include such places where the rules are different and the justification for said deviations and a set of recommendations for going forward.	Barney Gomez, VC-DII
Data Dependency Rules	Alpha: 8/15/19 Beta: 1/25/20 Mature: 6/30/20	Will include recommendations around: <ul style="list-style-type: none"> <li>• API change notifications</li> <li>• Key Object and Element changes</li> <li>• Key Process Changes</li> <li>• Disaster Recovery Plans for data</li> </ul>	Barney Gomez, VC-DII
Data Dictionary and Definitions	Alpha: 10/15/19 Beta: 12/15/19 Production: 4/15/20	<ol style="list-style-type: none"> <li>1. PDF guide to using the Dictionary tools</li> <li>2. Dictionary tool (timeline is strongly dependent on procurement decision: adopt what we have , purchase something, or build)</li> <li>3. Dictionary/definition data collected in raw form until tools are ready</li> </ol>	Barney Gomez, VC-DII
CCCCO Data Policy and Process Guide	1/15/20	This will be a living document that will guide the DGC and any data governance working groups on how to handle change and introduction of new governance.	Barney Gomez, VC-DII

**BUDGET**

Through a sub-contract the Contractor's work will be financially supported in the following ways.

ITEM	AMOUNT	DETAIL	NOTES
1. Data Governance Lead	\$ 478,400	Time and materials contract not to exceed \$478,400 during the performance period, and assumes 1840 hours of work and BSI back-office support.	Assumes all-in hourly rate of \$260 inclusive of travel and administrative expenses.
2. Data Architect	\$ 170,200	Time and materials contract not to exceed \$170,200 during the performance period, and assumes 920 hours of work.	Assumes all-in hourly rate of \$185 inclusive of travel and administrative expenses.
3. Data Analyst	\$ 170,200	Time and materials contract not to exceed \$170,200 during the performance period, and assumes 920 hours of work.	Assumes all-in hourly rate of \$185 inclusive of travel and administrative expenses.
<b>Total</b>	<b>\$ 818,800</b>		

**REPORTING**

Project and budget status summaries are due monthly for the duration of the project. Every quarter a project and budget detailed report is due. A final summary report will be due upon completion of the project.

REPORT TYPE	DUE DATE	DETAIL	RECIPIENT
MONTHLY SUMMARY	Last day of each month	Project and budget status summary due on last day of the month during period of performance.	Barney Gomez, VC-DII
QUARTERLY REPORT	Q3 - 3/30/20 Q4 - 6/30/20	3rd Quarter Year-to-Date Expenditure and Progress Report  4th Quarter Year-to-Date Expenditure and Progress Report	Barney Gomez, VC-DII
FINAL REPORT	6/30/20	Final Claim of Expenditures and Final Report	Barney Gomez, VC-DII

**INTELLECTUAL PROPERTY and OTHER TERMS**

Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All

**INTELLECTUAL PROPERTY and OTHER TERMS**

rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will allow Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "California Community Colleges, Chancellor's Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office and the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.

All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

If it is deemed necessary by the Chancellor's Office and the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.

**INTELLECTUAL PROPERTY and OTHER TERMS**

All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by the Chancellor's Office and the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.

In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur within the control and purview of the Grantee, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

As a condition of receiving funding from the California Community College Chancellor's Office, educational materials created using those funds should be made available by the grantee under the Creative Commons Attribution License (CC BY) with the following symbol included.



All marketing and advertising will need to carry Chancellor's Office logo and all Press Releases will need to be approved by the CCCC. [Article II - Standard Terms and Conditions](#) apply.

Subject to periodic updates provided by the Chancellor's Office, the operating standards, or "norms", in [Appendix E](#) shall be adopted and consistently executed by Grantees and Subgrantees performing technology related work funded by Chancellor's Office Program grants, contracts and agreements.

Each grantee or subgrantee must warrant that:

1. Grantee or Subgrantee will adopt and implement all applicable Edtech operating norms to fulfill

### INTELLECTUAL PROPERTY and OTHER TERMS

program and project objectives.

2. Grantee or Subgrantee's current organization and IT policies and protocols will enable them to successfully meet the expectations of the Edtech standards and controls as outlined in Appendix E. Where the Grantee or Subgrantee's current organizational structure or IT policies and protocols are insufficient to immediately meet Edtech standards and control requirements, the Grantee or Subgrantee has provided details for a realistic approach and timeline to resolve deficiencies.

### ASSUMPTIONS

1. **TAP Interface** – Data governance team members will engage with the designated CCCCCO PMO/EA/IS Leads and adhere to CCCCCO project management standards. Communication and reporting structures between data and technical assets and the PMs or TAP leads on any specific project will be created following the PMO team's and Data Governance lead's guidance.
2. **Pricing**
  - Rates are based on BSI's standard government rates, discounted to reflect the investment in the CCCCCO partnership.
  - The Data Governance Lead role will be delivered on a full-time basis (40 hours per week).
  - The Data Architect and the Data Analyst will each be half-time. (20 hours per week)
  - The initial engagement forecast will be for one year.
  - Rates are fully loaded and include airfare, lodging, ground transportation, meals, telecommunications, equipment, and any other basic operating expenses
3. **Work location** – Data Governance team resources will be expected to work virtually during the performance period. The Data Governance Lead will spend at LEAST one week per month on site. Other resources will be on site as needed. Exceptions to be approved by the VC-DII.

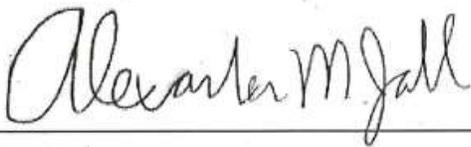
THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

**Bardic Systems, Inc.**

**Rancho Santiago CCD**

BY:

BY:

  
\_\_\_\_\_

\_\_\_\_\_

<b>PRINT NAME: Alexander M. Jackl</b>
<b>TITLE: CEO &amp; President</b>
<b>DATE: June 24, 2019</b>

<b>PRINT NAME: Peter J. Hardash</b>
<b>TITLE: Vice Chancellor Business Operations/Fiscal Services</b>
<b>DATE:</b>

# COLLEGE/DISTRICT LETTERHEAD/LOGO

## INVOICE

Date:

Invoice No.:

Purchase Order No.:

Name

Address:

City:

State:

Zip:

Attn:

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

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type:     Advance Payment             Progress Payment             Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

**Total Amount Due: \$**

**District/College Accounting Office Contact:**

**District/College Program Contact:**

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

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

## Exhibit B

### Instructions for Invoice Template

Submit invoices electronically to the Chancellor's Office, Gary Bird at [gbird@cccco.edu](mailto:gbird@cccco.edu), and should copy the fiscal agent, Maria Gil at [Gil\\_Maria@rscdd.edu](mailto:Gil_Maria@rscdd.edu). The e-mail subject line must state "Invoice Enclosed – Contractor Name/DSP/19-074".

If you are submitting a corrected invoice, please state it in the subject line "REVISED Invoice Enclosed – Contractor Name/DSP/19-074".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCO Program Contact/Monitor or the Fiscal Agent at [Gil\\_Maria@rscdd.edu](mailto:Gil_Maria@rscdd.edu).

**Letterhead/logo** - Insert letterhead or logo image.

**Date** – Enter the date the invoice was created.

**Invoice No.** – Enter an invoice number to be used for internal purposes by the community college district/college.

**Purchase Order No.** – Enter the purchase order number issued to the contractor by the Fiscal Agent.

**Name** – Using the drop down list to select the District name or enter information manually. The name must match the name listed on the sub-agreement with the Fiscal Agent.

**Address** – Enter the District address which should match with the address listed on the sub-agreement with the Fiscal Agent.

**Grant Number** – Enter the grant number provided by the Project Monitor.

**Fiscal Agent Sub-Agreement Number** – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

**Chancellor's Office Project Monitor** – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

**Payment Type** – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

**Description of Work and Dates Services Rendered** – Provide a description of the work performed and the dates of services rendered.

**Total Amount Due** – Enter the amount invoiced to CCCCO.

**District/College Accounting Office Contact Information** – Identify an accounting office contact.

**District/College Program Contact Information** – Identify a program contact who can address questions about the work performed.

Exhibit C

Chancellor's Office, California Community Colleges  
Workforce and Digital Futures Division

**GRANT AGREEMENT**

**ARTICLE I**

**Data Services Program Grant  
Program-Specific Legal Terms and Conditions  
September, 2018**

**ARTICLE II**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Sub-Agreement between RSCCD and Mt. San Antonio Community College District for the Technical Assistance Providers for Contract Education funded by the Fiscal Agent Key Talent Administration and Sector Strategy Grant	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Mt. San Antonio College currently hosts the Technical Assistance Providers for Contract Education (TAP-Contract Ed), and has been awarded another year of funding to continue in that role. The TAP-Contract Ed serves a statewide role providing resources, consultation, and guidance to assist colleges with strengthening their contract education capacity and services. A sub-agreement (#DO-19-2566-71) has been developed with Mt. San Antonio College to continue to implement the work of the TAP-Contract Ed. The sub-award amount is \$238,000 with a performance term of July 15, 2019, through September 30, 2020.

**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:	\$238,000 (grant-funded)	Board Date: October 14, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of October, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Mt. San Antonio Community College District** (hereinafter “SUBCONTRACTOR”) on behalf of Mt. San Antonio College. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Key Talent Administration and Sector Strategy” grant, Prime Award #19-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs, such as regional initiatives and Key Talent positions; and

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

WHEREAS, SUBCONTRACTOR has agreed to host and supervise the **Technical Assistance Providers for Contract Education**, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**  
SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. **Period of Performance**  
The period of performance for this Agreement shall be from July 15, 2019, through September 30, 2020.
3. **Total Cost**  
The total cost to RSCCD for performance of this Agreement shall not exceed \$238,000, with 4% allowable indirect cost rate for SUBCONTRACTOR.
4. **Budget**  
SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and

approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 80% after the Agreement is fully executed and a final payment of 20%. The final payment is contingent upon the review and approval of the final performance and expenditure reports by the PRIME SPONSOR. Payments shall not exceed the amount listed under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment via e-mail sent to Sarah Santoyo, Fiscal Agent Administrator at Santoyo\_Sarah@rsccd.edu and copy Maria Gil, Fiscal Agent Specialist at Gil\_Maria@rsccd.edu. The subject line of the invoice should be as follow: "Invoice Enclosed – District Acronym/TAP/Sub-Agreement#".

Refer to the Invoice Form and Instructions (*exhibit B*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

6. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

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. Independent Contractor

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Notices

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

**RSCCD: Primary Contact:**

Sarah Santoyo  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706  
(714) 480-7466; santoyo\_sarah@rsccd.edu

**District Chief Business Officer:**

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

**SUBCONTRACTOR:**

**Primary Contact:**

Name: Tami L. Pearson, Ed.D.  
Title: Dean of Continuing Education and Workforce Development  
Address: 1100 N. Grand Avenue  
Walnut, CA 91789  
Phone/Email: (909) 274-4314, tperson4@mtsac.edu

**District Chief Business Officer:**

Name: Michael Gregoryk  
Title: Vice President, Administrative Services  
Address: 1100 N. Grand Avenue  
Walnut, CA 91789  
Phone/Email: (909) 274-4230, mgregoryk@mtsac.edu

16. 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.

17. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (*Exhibit C* – Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

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

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

[continue to page 6 for signatures]

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: MT. SAN  
ANTONIO COMMUNITY COLLEGE  
DISTRICT

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

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

Board Approval Date: October 14, 2019

**95-6002131**  
\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Invoice Form and Instructions

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

*(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)*

Note: To access a copy of exhibit C, please [click here](#).

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Technical Assistance Providers for  
Contract Education

COLLEGE: Mt. San Antonio

RFA NUMBER: 19-207-001

**CONTACT PAGE**

District:	Mt. San Antonio CCD		
Address:	1100 N. Grand Avenue		
City:	Walnut	State:	CA Zip: 91789

**District Superintendent/President** *(or authorized designee)*

Name:	Bill Scroggins	Phone:	909-274-4250
Title:	President/CEO	Fax:	909-468-4184
E-mail Address:	bscroggins@mtsac.edu		

**Responsible Administrator** *(Should not be the same as Project Director)*

Name:	Madelyn Arballo	Phone:	909-274-4845
Title:	Associate Vice President, School of Continuing Education	Fax:	909-468-4184
E-mail Address:	marballo@mtsac.edu		

**Project Director** *(Person responsible for conducting the daily operation of the grant)*

Name:	Tami L. Pearson, Ed.D.	Phone:	909-274-4314
Title:	Dean , Continuing Education and Workforce Development	Fax:	909-468-4184
E-mail Address:	tpearson4@mtsac.edu		

**Person Responsible for Data Entry**

Name:	Faihe Briley	Phone:	909-274-5396
Title:	Part Time, Project Specialist, TAP, Contract Education	Fax:	909-468-4184
E-mail Address:	fbriley@mtsac.edu		

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

Name:	Michael Gregoryk	Phone:	909-274-4230
Title:	Vice President, Administrative Services	Fax:	909-468-4184
E-mail Address:	mgregoryk@mtsac.edu		

**Person Responsible for Budget Certification**

Name:	Rosa Royce	Phone:	909-274-5530
Title:	Chief Compliance and College Budget Officer	Fax:	909-274-2016
E-mail Address:	rroyce@mtsac.edu		

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Technical Assistance Providers for Contract Education

DISTRICT: Mt. San Antonio CCD

COLLEGE: Mt. San Antonio

RFA NUMBER: 19-207-001

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	238,000
1000		\$	-
2000	Noninstructional Salaries: Part-time (50%) Professional Expert/Project Specialist	\$	29,400
3000	<b>Employee Benefits</b> Employee Benefits: Part-Time Professional Expert/Project Specialist (1.45% Medicare, 0.05% SUI, 1.440% WC, 3% ARP, Larisa \$439) = \$1,759	\$	1,759
4000	<b>Supplies and Materials</b> General office supplies to support the grant project (\$3,000)	\$	3,000
5000	<b>Other Operating Expenses and Services</b>  CE Annual Conference Related Facilities and Services (\$15,000) Independent contractor CE Project Manager (\$88,000) Other computer-related services and software (\$3,000) Postage (\$544) Publication costs for dissemination of informational guides & other materials (\$5,000) Travel to Participate in State Director and Extended Ops Meetings (\$2,000) Travel to industry conferences (\$2,000) Travel to visit 5 colleges throughout the state (\$2,400) Mileage (\$744) Support of Statewide Contract Education Initiative (\$15,000) Independent contractors to provide training and marketing(\$60,000)	\$	15,000 88,000 3,000 544 5,000 2,000 2,000 2,400 744 15,000 60,000
6000	<b>Capital Outlay</b>	\$	1,000
7000	<b>Other Outgo</b>	\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	228,847
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		\$	9,153
<b>TOTAL COSTS:</b>		\$	238,000

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Technical Assistance  
Providers for  
Contract Education

DISTRICT: Mt. San Antonio CCD

COLLEGE: Mt. San Antonio

RFA NUMBER: 19-207-001

**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	
			\$	
				<b>238,000</b>
1000	INSTRUCTIONAL SALARIES	1	\$	0
2000	NONINSTRUCTIONAL SALARIES	2	\$	29,400
3000	EMPLOYEE BENEFITS	3	\$	1,759
4000	SUPPLIES AND MATERIALS	4	\$	3,000
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$	193,688
6000	CAPITAL OUTLAY	6	\$	1,000
7000	OTHER OUTGO	7	\$	0
<b>TOTAL DIRECT COSTS:</b>		8	\$	<b>228,847</b>
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		9	\$	<b>9,153</b>
<b>TOTAL COSTS:</b>		10	\$	<b>238,000</b>

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: Tami L. Pearson, Ed.D.

Dean, Continuing

Title: Education and

Authorized Signature: 

Date: 9-6-19

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

Name: Michael Gregoryk

Vice President,

Title: Administrative Services

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

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

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

**PROJECT:** Technical Assistance Providers for Contract Education

**DISTRICT:** Mt. San Antonio CCD

**COLLEGE:** Mt. San Antonio

**RFA NUMBER:** 19-207-001

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:** 1  
Serve as the first point of contact for contract education (CE) with the intent of assisting California community colleges and districts to develop, expand, and/or improve contract education programs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Conduct site visits to College CE departments to gain a better understanding of their units in order to provide high-quality TAP assistance.	A minimum of five site visits completed. Site visits to new and mature departments and representative of the statewide CE services.		CE TAP Project Specialist
1.2	Continue CE Webinar series. Format includes relevant CE topics: issues, training, resources, best practices and CE updates. Internal and external guest presenters and subject matter experts are invited as presenters.	Minimum of 7 webinars to connect, inform, and train CE professional community.		CE TAP Project Specialist
1.3	Further develop the and provide access to a CE Bootcamp utilizing Subject Matter Experts to document best practices and recommended policies for high quality CE units. Provide training for new CE practitioners. May be an existing training program or may be a customized program.	CE Bootcamp promoted to all statewide CE practitioners and well executed. Gather evaluations to improve Bootcamp for future date.		CE TAP Project Specialist

5.4 (12)

Exhibit A

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

**PROJECT:** Technical Assistance Providers for Contract Education

**DISTRICT:** Mt. San Antonio CCD

**COLLEGE:** Mt. San Antonio

**RFA NUMBER:** 19-207-001

**Statement of Work (Annual Workplan)  
Objectives**

**Objective:** 1  
Serve as the first point of contact for contract education (CE) with the intent of assisting California community colleges and districts to develop, expand, and/or improve contract education programs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	Deliver training, coaching, and/or consulting for individual CE departments as requested	Provide training as needed to a minimum of five individual colleges seeking to develop, expand, or improve their CE programs to provide consulting , training, tools and resources.		CE TAP
1.5	Organize and host annual Statewide CE Summit. Survey indicates that connection with other CE practitioners is one of the most helpful services provided by TAP.	Provide training, resources, vendor contacts, and networking opportunities for CE professionals to meet and network with their counterparts from across the state.		CE TAP Project Specialist
1.6	Provide resources on the internal CE website for CE professionals including the following: Update CE tool kits, technology resources for CE, build inventories as requested (e.g. trainers and curriculum). Review and update Contract Education Program Matrix by Region. Maintain the CE Practitioner Directory.	Updated resources available on CE website for statewide use.		CE TAP Project Specialist Subject Matter Experts

5.4 (13)

Exhibit A

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

**PROJECT:** Technical Assistance Providers for Contract Education

**DISTRICT:** Mt. San Antonio CCD

**COLLEGE:** Mt. San Antonio

**RFA NUMBER:** 19-207-001

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:** 1  
Serve as the first point of contact for contract education (CE) with the intent of assisting California community colleges and districts to develop, expand, and/or improve contract education programs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.7	Participate in State Director and Regional Director Extended Ops meetings, Sector Advisory Boards, or appropriate Chancellor Office meetings in order to collaborate and provide education regarding incumbent worker training strategies.	Attendance at a minimum of three Extended Ops meetings or other Chancellor Office meetings as requested.		CE TAP
1.8	Participate in and support the statewide CE strategic planning process and California Community College Contract Education Collaborative or other statewide CE activities.	Attend statewide CE meetings and provide support as needed to lay a foundation of success for statewide CE practitioners.		CE TAP
1.9				

5.4 (14)

Exhibit A

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

**PROJECT:** Technical Assistance Providers for Contract Education

**DISTRICT:** Mt. San Antonio CCD

**COLLEGE:** Mt. San Antonio

**RFA NUMBER:** 19-207-001

**Statement of Work (Annual Workplan)  
Objectives**

**Objective:** 2  
Provide contract education (CE) technical assistance and logistical support to local, regional, and statewide employers, industries and businesses.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Collaborate with California Community College Contract Education Collaborative (CCCCEC) or other statewide CE groups to support their CE initiatives. As a statewide collaborative, support and assist in carrying out strategic plan objectives.	Attend all critical meetings and provide input on strategic plan system.		CE TAP Project Specialist
2.2	In collaboration with the State and Regional Directors, participate when appropriate, in industry and workforce councils, associations, and conferences that align with priority and emergent sectors for the California Community Colleges Contract Education departments.	Participation at a minimum of 3 State or Regional Director-specific meetings.		CE TAP
2.3	Update, maintain and refresh external facing website to the needs of business and industry, informing them of the services the CE departments offer.	Website maintained, targeted to business and industry.		CE TAP Project Specialist

5.4 (15)

Exhibit A

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

**PROJECT:** Technical Assistance Providers for Contract Education

**DISTRICT:** Mt. San Antonio CCD

**COLLEGE:** Mt. San Antonio

**RFA NUMBER:** 19-207-001

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:** 2  
Provide contract education (CE) technical assistance and logistical support to local, regional, and statewide employers, industries and businesses.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.4	Implement process for statewide CE training services to be pre-screened and referred to the appropriate college. When business and industry seek specific training needs, refer them to the appropriate CE department.	Process implemented with quality control to verify training needs were met with CE delivery.		3000
2.5				
2.6				

5.4 (16)

Exhibit A

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

**PROJECT:** Technical Assistance Providers for Contract Education

**DISTRICT:** Mt. San Antonio CCD

**COLLEGE:** Mt. San Antonio

**RFA NUMBER:** 19-207-001

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:** 3  
Align California Contract Education (CE) programs with Chancellor's Office authorized funding programs, including recommendations on policy and process changes.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Support the development of technology tracking and data reporting systems for the benefit of the statewide CE practitioners.	Implement technology with statewide CE network.		CE TAP Statewide CE Network
3.2	Provide training to CE leaders and administrators.	Report statewide data collected.		CE TAP Statewide CE Network
3.3	Establish mentoring relationships between new and experienced CE providers by region.	Minimum of (1) mentor-mentee relationship per region.		CE TAP Statewide CE Network

5.4 (17)

Exhibit A

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

**PROJECT:** Technical Assistance Providers for Contract Education

**DISTRICT:** Mt. San Antonio CCD

**COLLEGE:** Mt. San Antonio

**RFA NUMBER:** 19-207-001

**Statement of Work (Annual Workplan)  
Objectives**

**Objective:** 3  
Align California Contract Education (CE) programs with Chancellor's Office authorized funding programs, including recommendations on policy and process changes.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.4	Support the development and processes outlined in the statewide CE strategic plan system.	Document objectives and accomplishments identified in the strategic plan system.		CE TAP Statewide CE Network
3.5				
3.6				

5.4 (18)

Exhibit A

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

**PROJECT:** Technical Assistance Providers for Contract Education

**DISTRICT:** Mt. San Antonio CCD

**COLLEGE:** Mt. San Antonio

**RFA NUMBER:** 19-207-001

**Statement of Work (Annual Workplan)  
Objectives**

**Objective:** 4  
Serve as the technical assistance expert staying current with the industry contract education (CE) needs, trends and funding opportunities in order to provide guidance to the Chancellor's Office and the California Community Colleges.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Continue to develop CE website tools and resources including priority tool kits, and resources as identified by the field.	Resources created and posted on the statewide website for practitioners use.		CE TAP Subject Matter Experts
4.2	Stay current with funding opportunities and upcoming changes to contract training and continue to promote California Community Colleges as a viable partner.	TAP will stay current with funding opportunities and promote CE as a viable partner. This includes networking with State and Regional Directors to address training needs identified throughout the state in specific industry sectors.		CE TAP
4.3				

5.4 (19)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Technical Assistance Providers for Contract Education

DISTRICT: Mt. San Antonio CCD

COLLEGE: Mt. San Antonio

RFA NUMBER: 19-207-001

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 5  
Identify and provide a rationale for the Chancellor's Office identified accountability measures that relate to Contract Education (CE) and will provide measurable outcomes for this grant.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	Deliver incumbent worker training focused on career mobility and job placement.	CE delivered trainings to meet career mobility and job placement metrics.		CE TAP
5.2	Engage CE practitioners statewide to partner on CE data collection as it pertains to Chancellor's Office identified accountability measures.	Data collected and reported.		CE TAP
5.3				

5.4 (20)

Exhibit A

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

**PROJECT:** Technical Assistance Providers for Contract Education

**DISTRICT:** Mt. San Antonio CCD

**COLLEGE:** Mt. San Antonio

**RFA NUMBER:** 19-207-001

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:** 6  
Identify professional development opportunities for the TAP for Contract Education (CE) Statewide CE Professionals, Chancellor's Office staff, and California Community College (CCC) faculty and staff.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.1	Develop and provide training for Chancellor's Office staff on the impact of Contract Education.	A minimum of one workshop will be provided for the Chancellor's Office staff.		CE TAP Statewide CE Network
6.2	Provide professional development opportunities for statewide CE practitioners. CE Practitioners were surveyed and they identified a need for the following topics: CE Bootcamp, social media/marketing, ETP training, and train-the-trainer certification programs, CE Staff professional development, and proposal/grant writing workshop.	A minimum of three workshops will be provided for statewide CE practitioners based on FY2018-19 survey of practitioner's needs conducted at the May 2019 CE Summit.		CE TAP Subject Matter Experts
6.3				

5.4 (21)

Exhibit A

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

PROJECT: Technical Assistance Providers for Contract Education

DISTRICT: Mt. San Antonio CCD

COLLEGE: Mt. San Antonio

RFA NUMBER: 19-207-001

**Statement of Work (Annual Workplan)**  
**Objectives**

Objective: 7  
Complete mandatory grant activities, including but not limited to, statewide and regional meetings and reporting requirements.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.1	Participate in Extended Operations meetings and other meetings as required by the CCCCCO.	100% attendance as dictated by schedule and other essential TAP duties.		CE TAP
7.2	Complete required quarterly and final reporting.	100% compliance with reporting.		CE TAP Project Specialist
7.3				

5.4 (22)

Exhibit A

## INVOICE

Date:

Invoice No.:

Purchase Order No.:

Name

Address:

City:

State:

Zip:

Attn:

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

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type:     Advance Payment             Progress Payment             Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

**Total Amount Due: \$**

**District/College Accounting Office Contact:**

**District/College Program Contact:**

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

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

## Instructions for Invoice Template

Submit invoices electronically to the fiscal agent, Maria Gil at [Gil\\_Maria@rscgd.edu](mailto:Gil_Maria@rscgd.edu). The e-mail subject line must state "Invoice Enclosed – District Acronym/DSN/Grant Number".

Example: RSCGD/Santa Ana/DSN/#18-459-008

If you are submitting a corrected invoice, please state it in the subject line "REVISED Invoice Enclosed – District Acronym/Key Talent Role or Program/Grant Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCC Program Contact/Monitor or the Fiscal Agent at [Gil\\_Maria@rscgd.edu](mailto:Gil_Maria@rscgd.edu).

**Letterhead/logo** - Insert letterhead or logo image.

**Date** – Enter the date the invoice was created.

**Invoice No.** – Enter an invoice number to be used for internal purposes by the community college district/college.

**Purchase Order No.** - Enter the purchase order number issued by the Fiscal Agent.

**Name** – Using the drop down list to select the District name or enter information manually. The name must match the name listed on the sub-agreement with the Fiscal Agent.

**Address** – Enter the District address which should match with the address listed on the sub-agreement with the Fiscal Agent.

**Grant Number** – Enter the grant number provided by the Project Monitor.

**Fiscal Agent Sub-Agreement Number** – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

**Chancellor's Office Project Monitor** – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

**Payment Type** – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

**Description of Work and Dates Services Rendered** – Provide a description of the work performed and the dates of services rendered.

**Total Amount Due** – Enter the amount invoiced to CCCC.

**District/College Accounting Office Contact Information** – Identify an accounting office contact.

**District/College Program Contact Information** – Identify a program contact who can address questions about the work performed.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To:	Board of Trustees	Date: October 14, 2019
Re:	Approval of Correction to Sub-Agreement between RSCCD and The Regents of the University of California for the California Education Learning Lab Grant	
Action:	Request for Approval	

**BACKGROUND**

The Governor’s Office of Planning and Research (OPR) released a Request for Application for a competitive grant, the California Education Learning Lab, in order to solicit project proposals that would “improve learning outcomes and close equity and achievement gaps, using learning science and adaptive learning technologies in online or hybrid college-level lower division courses.” Santa Ana College; California State University, Fullerton; University of California, Berkeley; and Carnegie Mellon University developed a project proposal, “Community-Sourced, Data-Driven Improvements to Open, Adaptive Courseware,” that would develop online STEM courses and would use learning technologies to improve completion and achievement of STEM courses, especially among underrepresented and disadvantaged students. OPR selected the project and awarded a \$1,300,000 grant to Santa Ana College (the applicant) to implement it.

**ANALYSIS**

Sub-agreements with the project partners—University of California, Berkeley, California State University, Fullerton and Carnegie Mellon University—were approved at RSCCD’s 7/15/19 board meeting. A correction was submitted to the sub-agreement with the University of California, Berkeley to change the legal name of the subcontractor to “The Regents of the University of California”; the correction was approved by the board on 8/12/19. UC Berkeley’s sponsored projects office has since submitted additional corrections to align with the requirements of their University Terms and Conditions and their institution’s policies. The sub-agreement has been revised to reflect the requested corrections and the corrected sub-agreement is being submitted for the board’s approval. To view a copy of the July 15<sup>th</sup> and the August 12<sup>th</sup> docket items, please [click here](#).

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

**RECOMMENDATION**

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

Fiscal Impact: none	Board Date: October 14, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services
Recommended by:	Marvin Martinez, Chancellor

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14th day of October, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **The Regents of the University of California** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, Santa Ana College was awarded a California Education Learning Lab grant, OPR18117, (hereinafter “Grant”) from the State of California, Office of Planning and Research, hereinafter “Prime Sponsor,” to implement the “Community Sourced, Data-Driven Improvements to Open, Adaptive Courseware” project; 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 in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions of this Agreement, 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 30, 2019 through June 30, 2022.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$53,460.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget (*Exhibit B*), which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

SUBCONTRACTOR shall submit invoices quarterly in arrears, in accordance with University Terms and Conditions UTC-319 (*Exhibit C*). Payment will not exceed the amount listed above under Article I.3, “Total Costs”.

SUBCONTRACTOR must submit invoices for payment via email to [Santoyo Sarah@rsccd.edu](mailto:Santoyo.Sarah@rsccd.edu), and copy Pat Carpenter ([Carpenter Pat@rsccd.edu](mailto:Carpenter.Pat@rsccd.edu)) in the email. The subject line of the invoice should be as follows: “INVOICE\_CLL\_Subcontractor Name.”

6. Reporting

SUBCONTRACTOR will provide annual reports required under Exhibit A of this Agreement and will assist as reasonably requested by RSCCD to fulfill the reporting requirements of the PRIME SPONSOR.

7. Expenditure of Grant Funds

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

8. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to RSCCD and approved by the PRIME SPONSOR. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

9. Time Extensions

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

10. Independent Contractor

SUBCONTRACTOR agrees that the 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. 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

institutional policy. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

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

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement, at RSCCD, the PRIME SPONSOR, the Bureau of State Audits, or any other appropriate state or federal oversight agency's expense. SUBCONTRACTOR agrees upon reasonable advance notice 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, at RSCCD, the PRIME SPONSOR, the Bureau of State Audits, or any other appropriate state or federal oversight agency's expense.

14. Mutual Indemnification

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

RSCCD shall defend, indemnify and hold SUBCONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RSCCD, its officers, 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 in accordance with Section 17 below. Notice shall be deemed served on the date of mailing. In the event of such early termination, SUBCONTRACTOR shall be entitled to payments of all allowable costs incurred and non-cancellable obligations to the effective date of such termination. Upon termination, or notice

thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records and pertinent documents.

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

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute may be settled by mediation, non-binding arbitration or other appropriate legal proceedings.

17. Notices

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

**RSCCD: Program Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo  
2323 N. Broadway, Suite 201  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Notices shall be directed to:**

**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:**

**Program Contact:**

Name: Zachary A. Pardos  
Title: Assistant Professor, I School and  
Graduate School of Education  
Address: 2121 Berkeley Way, Suite 4232  
Berkeley, CA 94720-1670  
Phone: (321) 219-9224  
Email: pardos@berkeley.edu

**Fiscal Representative:**

Name: Director  
Title: Contract and Grants Accounting  
Address: 2195 Hearst Avenue, Room 130F  
Berkeley, CA 94720-1103  
Phone: (510) 643-4246  
Email: [CGAwards@berkeley.edu](mailto:CGAwards@berkeley.edu)

**Notices shall be directed to:**

Name: Angela Ford  
Title: Director, Sponsored Projects Office  
Address: 1608 Fourth Street, Suite 220  
Berkeley, CA 94710-5940  
Phone: (510) 642-8117  
Email: [spoawards@berkeley.edu](mailto:spoawards@berkeley.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 UTC-319 (*Exhibit C*), 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 applicable legal requirements 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: *The Regents of the  
University of California*

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

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

Board Approval Date: October 14, 2019

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

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Budget

Exhibit C: University Terms and Conditions UTC-319

Exhibit D: California Educational Learning Lab Request for Applications

# Exhibit A

## (UCB SOW)

The Statement of Work (SOW) for this project comprises of two components. The first is the holding of webinars on the use of data, such as those being collected based on student interactions with the project's courseware, for the purposes of iterative improvement of courseware and supporting student success. Slides will draw from recent work by an ASU instructor and I, analyzing his online course's data to conclude that students in the next iteration need more incentive to not skip straight to the quiz questions [1]. I will hold webinars once per term, or as demand dictates by the project leads and instructors.

The second component of work will be to work with the various components of the project team to (a) match methodological approaches to their objectives for outcome measurement and courseware modification and (b) to advise the project team on software and techniques for analyzing their data, once it is available, and (c) aid in framing and dissemination of research products from the project. Example analyses may include representation visualization [1] to identify differential behavior in the course between students who succeeded and those who came up short. Additionally, student engagement analytics [2] will be another avenue for real-time data analysis, should they satisfy the goals of the instructional staff.

[1] Pardos, Z.A., Horodyskyj, L. (2019) Analysis of Student Behaviour in Habitable Worlds Using Continuous Representation Visualization. *Journal of Learning Analytics*, 6(1), 1-15.

[2] Le, C.V., Pardos, Z.A., Meyer, S.D., Thorp, R. (2018) Communication at Scale in a MOOC Using Predictive Engagement Analytics. In M. Mavrikis, K. Porayska-Pomsta & R. Luckin (Eds.) *Proceedings of the 19th International Conference on Artificial Intelligence in Education (AIED)*. London, UK. Pages 239-252.

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## SCHEDULE OF DELIVERABLES

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<b>Deliverable</b>	<b>Description</b>	<b>Due Date</b>
Annual Report	Written	6/30/20
Annual Report	Written	6/30/21
Final Report	Written	5/31/22

## Exhibit B – Budget Table\*

**Budget for Project Period: June 30, 2019 – June 30, 2022**     Awardee     Subawardee

Name of Institution: University of California, Berkeley

COMPOSITE BUDGET FOR ENTIRE PROPOSED PROJECT PERIOD					
		06/30/2019	to	06/30/2022	
From:	To:	6/30/2019	6/30/2020	6/30/2021	6/30/2022
BUDGET CATEGORY		6/30/2020	6/30/2021	6/30/2022	TOTAL
		Year 1	Year 2	Year 3	
PERSONNEL: <i>Salary and fringe benefits.</i>		\$16,000	\$16,000	\$16,000	\$48,000
TRAVEL		\$500	\$500	\$500	\$500
MATERIALS & SUPPLIES		\$0	\$0	\$0	\$0
EQUIPMENT		\$0	\$0	\$0	\$0
CONSULTANT		\$0	\$0	\$0	\$0
SUBRECIPIENT		\$0	\$0	\$0	\$0
OTHER DIRECT COSTS (ODC)					
ODC #1 Cultural Anthropologist		\$0	\$0	\$0	\$0
ODC #2 Amazon Web Services		\$0	\$0	\$0	\$0
ODC #3 Lumen/OLI		\$0	\$0	\$0	\$0
<b>TOTAL DIRECT COSTS</b>		<b>\$16,500</b>	<b>\$16,500</b>	<b>\$16,500</b>	<b>\$49,500</b>
Indirect (F&A) Costs**					
<i>Rate ≤ 8%</i>		\$1,320	\$1,320	\$1,320	\$3,960
<b>TOTAL COSTS PER YEAR</b>		<b>\$17,820</b>	<b>\$17,820</b>	<b>\$17,820</b>	
<b>TOTAL COSTS FOR PROPOSED PROJECT PERIOD***</b>					<b>\$53,460</b>

\* Each subawardee/subrecipient must fill out its own budget table above and justification form (see next page).

\*\* Each sub-recipient applied the 8% indirect costs to their own costs. Santa Ana College applied the 8% indirect rate on all its direct costs, excluding the allocations to the sub-recipients

\*\*\* Total Costs for Proposed Project (indirect plus direct costs) cannot exceed the maximum award amount for your project over the 3 years.

Additional Notes: 1) Funds Reversion Dates: Unless otherwise specified, fund reversion dates are three years from fiscal year end of year funded. 2) Project Period Budget Flexibility: Prior approval will be required for budget changes between approved budget categories above the negotiated thresholds in Exhibit D.

## Exhibit B1 - Budget Justification

### 1. Personnel.

<i>Personnel Name</i>	<i>Role on Project</i>	<i>Percent Effort</i>	<i>Year 1 Salary</i>	<i>Year 1 Benefits</i>	<i>Year 2 Salary</i>	<i>Year 2 Benefits</i>	<i>Year 3 Salary</i>	<i>Year 3 Benefits</i>	<i>Total</i>
Zach Pardos	Co-PI / Development of Course Improvement analytics and evaluation efforts	Year 1-3 Summer	\$11,594	\$4,406	\$11,594	\$4,406	\$11,594	\$4,406	\$48,000

**FRINGE BENEFITS:**

FY 2019 composite benefit rate for Academic staff is 38%.

2. **Travel.** \$500 for mileage and possible lodging to participate in project team meetings and in dissemination activities, each year.
3. **Materials and Supplies.** N/A.
4. **Equipment.** N/A.
5. **Consultant Costs.** N/A
6. **Subawardee/Subrecipient (Consortium) Costs.** N/A.
7. **Other Direct Costs.** N/A

# Exhibit C

## University Terms and Conditions

***CMA (AB20) State/University Model Agreement Terms & Conditions UTC-319***

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Model-Contract-Language>



*California Education Learning Lab*  
**REQUEST FOR PROPOSALS 2018-19:**

**“Improving Equity, Accessibility and Outcomes  
for STEM Gateway Courses”**

***Revised on February 8, 2019, with Full Proposal Instructions  
in Section IV. F, pages 7-10. Other changes have been highlighted.***

Request for Proposals Announced	Wednesday, December 12, 2018
<b>Letter of Intent to Submit a Proposal Due</b>	<b>Monday, January 7, 2019</b>
<b>Concept Proposals Due</b>	<b>Tuesday, January 22, 2019</b>
Notification of Finalists	Tuesday, February 5, 2019
<b>Full Proposals Due</b>	<b>Friday, March 15, 2019</b> <b>Friday, March 22, 2019 (new date)</b>
<b>Selection Committee Meeting (brief public meeting, followed by closed session deliberation)</b>	<b>Monday, April 15, 2019 (venue TBD)</b>
<b>Awardees Announced</b>	<b>Monday, April 8, 2019 (estimated)</b> <b>Wednesday, April 24, 2019 (new estimated date)</b>
Projects Commence	June 1 or July 1, 2019
Duration of Projects	36 months
Funding	For 6-9 projects, approximately \$1 million to \$1.5 million total per project (including indirect costs <sup>1</sup> ).

**I. California Education Learning Lab**

[Assembly Bill 1809 \(Chapter 33, Statutes of 2018\)](#) established the California Education Learning Lab (“Learning Lab”) as a competitive grantmaking program for intersegmental faculty teams<sup>2</sup> to incorporate learning science and adaptive learning technology into their curriculum and pedagogy, with the express purpose of increasing learning outcomes and closing equity and achievement gaps

<sup>1</sup> See Item VI.

<sup>2</sup> “Intersegmental faculty teams” refers to a team of faculty from more than one segment of public higher education, e.g., University of California, California State University, California Community Colleges.

in STEM and other disciplines. The Learning Lab is housed in the Governor’s Office of Planning and Research, with an annual budget of \$10 million. Initial calls for proposals will focus on lower-division online and hybrid courses in STEM. In later years, other disciplines may compete for funds and funds may be used to support professional development and a curated resource library.

## II. Learning Science and Adaptive Learning Technologies

“The goal of learning sciences is to better understand the cognitive and social processes that result in the most effective learning, and to use this knowledge to redesign classrooms and other learning environments so that people learn more deeply and more effectively.” -- R. Keith Sawyer, Washington University

Learning science is the study of how human learning takes place. Interdisciplinary in nature, drawing from fields such as cognitive science, neuroscience, computer science, education, psychology, sociology, design studies and more,<sup>3</sup> learning science strives to understand how people learn, how to support learning, discipline based learning, and the role of technology in enhancing learning and collaboration.<sup>4</sup> Learning science can cover how people process, gather, and interpret information; how they develop knowledge, skills, and expertise; or the extent to which social and physical context and design environments influence cognition.<sup>5</sup> Scaffolding, inquiry or problem-based learning, collaborative learning, game and simulation-based learning, as well as metacognition are all examples of how teaching methods and approaches to curriculum can be influenced by what we understand about learning. Additionally, strategies linked to social psychology and multicultural education emphasize the importance of attending to students’ identity and culture when addressing achievement gaps.

One of the goals of learning science is to create a positive feedback/continuous improvement loop between theories of learning and practice, which results in improved student learning and advances the field of learning science.<sup>6</sup> For the purposes of the Learning Lab, as public higher education strives to educate more students with diverse backgrounds in a rapidly changing world, leveraging, increasing and applying our knowledge of human learning is a challenge we must embrace.

Adaptive learning is defined by statute to mean “a technology-mediated environment in which the learner’s experience is adapted to learner behavior and responses.” For the purposes of this RFP, adaptive learning technologies will be considered in the broad sense of deploying technology to better understand learner experience/learner gaps and assets, and to modify learning

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<sup>3</sup> Sawyer, R.K. (2006). *The Cambridge Handbook of the Learning Sciences*. Cambridge, U.K.: Cambridge University Press.

<sup>4</sup> Sommerhoff, D., Szameitat, A., Vogel, F., Chernikova, O., Loderer, K. & Fischer, F. (2018). What Do We Teach When We Teach the Learning Sciences? A Document Analysis of 75 Graduate Programs. *Journal of the Learning Sciences*, 27:2, 319-351. <https://doi.org/10.1080/10508406.2018.1440353>.

<sup>5</sup> Ibid.

<sup>6</sup> The Simon Initiative Learning Engineering Ecosystem at Carnegie Mellon University emphasizes: 1) building and leveraging cognitive models of expertise to inform the design of effective student-centered instructional materials; 2) collecting rich data on student interactions and learning outcomes; 3) data analysis via state-of-the-art machine learning and analytic methods; 4) data-informed iterative improvement of the instructional materials; and 5) leveraging these assets to drive fresh insights in learning science.

<https://chronicle-assets.s3.amazonaws.com/5/items/biz/pdf/SimonLearningEngineeringEcosystem.pdf>.

environments, pedagogical approaches and/or available resources to be more inclusive of students most likely to leave the sciences (such as first-generation college-going students and underrepresented students in the sciences) and produce better learning outcomes. The adaptive learning technology approach that is proposed will be considered in the context of all of the other elements in the proposal.

### **III. Demonstration Projects - Summary**

For this RFP, up to \$9 million will be provided from the Learning Lab to fund six to nine demonstration projects to support curricular and pedagogical innovations that aim to increase learning outcomes, transform the culture of learning, and close equity and achievement gaps in online and hybrid learning environments within lower division STEM undergraduate curriculum. In order to have the potential for large scale impact, this call will be open to lower-division “gateway” courses in the following disciplines: biology, chemistry, physics, engineering and computational sciences, including computer science, mathematics and statistics. Within the available funds, approximately \$1 million to \$1.5 million will be available to each awarded demonstration project. Projects are encouraged to develop pedagogical innovations that promote students’ sense of belonging in science, students’ science identity and connections between science learning and students’ personal lives, career aspirations and home communities, leveraging affective components of learning to reduce achievement gaps.

Projects must be co-hosted by a faculty team representing a minimum of two public higher education segments in California. (Example: a faculty member from the California Community Colleges must collaborate with a faculty member from the University of California OR the California State University. Faculty collaboration across all three segments is welcome and encouraged.) Other faculty from private independent/nonprofit institutions and nonfaculty (i.e., professionals operating in a nonfaculty role for the purposes of the project) may participate in the project as well. A strong project will engage many stakeholders iteratively and throughout the duration of the project, as well as lay the foundation for sustainability of innovations and institutional culture change.

Demonstration projects will be selected through a three-stage process involving: (1) submission of letters of intent to submit concept proposals; (2) submission of concept proposals; and (3) submission of full proposals, based on selected concept proposals, from which the final selection of awards will be made. A selection committee will make recommendations for final awards. After awards are announced, Learning Lab will work with awardees to establish an agreement governing the award period, including concrete metrics and goals to track the progress of the demonstration projects, and provide technical assistance.<sup>7</sup>

### **IV. Applications**

#### **A. Application process**

##### **Stage 1: Letter of intent to submit a concept proposal (DUE: Monday, Jan. 7, 2019)**

Applicants should submit a brief letter of intent. The letter should note the expected host institutions and co-principal investigators, provide a (tentative) title of the proposal and a tentative total budget. The letter should also include a brief description of the

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<sup>7</sup> Contracting entity will be the Governor’s Office of Planning and Research.

proposal and characterize the discipline-specific problem that co-PIs are trying to solve and/or investigate. Please provide institutional data disaggregated by course and student characteristics (e.g., ethnicity, gender, socio-economic status, first-generation college going) on existing campus-, school- or department-specific equity issues that your project is designed to address.

**Stage 2: Institutional cover letter and concept proposal (DUE: Tuesday, Jan. 22, 2019)**

Applicants should submit institutional cover letters and short concept proposals; see sections C and D below.

**Stage 3: Full proposal (DUE: Friday, ~~March 15, 2019~~ March 22, 2019)**

The selection committee selected a subset of submitted concept proposals to move onto the full proposal stage. (21 proposals were invited to the full proposal stage.) For the finalists advancing to this next stage, instructions for submission of the full proposal is in Section F (beginning on page 7). The selection committee will recommend between six and nine final projects for this grant cycle. The Governor's Office of Planning and Research (OPR) will approve and announce the final funding decisions.

For questions, please see the [FAQ document](#) or contact [learninglab@opr.ca.gov](mailto:learninglab@opr.ca.gov), or go to our webpage ([opr.ca.gov/learninglab](http://opr.ca.gov/learninglab)). Please join our email distribution list to receive updates directly by sending an email to [learninglab@opr.ca.gov](mailto:learninglab@opr.ca.gov).

## B. Eligibility

1. Applicant teams must include faculty co-principal investigators (PIs) from at least two public higher education segments. Representation from all three public higher education segments is encouraged. Additional partnerships, such as with private independent/nonprofit institutions and/or industry partners, are also encouraged. All faculty teams must commit to teaching and evaluating the codeveloped or jointly redesigned curriculum or innovative pedagogy during the grant period.
2. Demonstration projects should aim to improve learning outcomes and close equity/achievement gaps for STEM undergraduate students in lower division course series<sup>8</sup> where the mode of learning is online or hybrid, i.e., makes use of both online and in-person interactions as part of the formal course environment or requirements.

## C. Institutional Cover Letter (to be submitted with the Concept Proposal)

For each faculty team application, the relevant departments/schools/institutions should provide answers for Section C1, C2 & C3, in a brief (limit one page); minimum Arial 11 font; 0.5 inch margins; no appendices.

1. Host institutions: Identify the institutions that are submitting the proposal and will be responsible for receipt/administration of the grant funds, if awarded.
2. Institutional focus: Describe each department/school/institution's commitment (e.g.,

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<sup>8</sup> High school dual enrollees may also be captured as part of this population.

faculty release time, funding, administrative support) to the proposed demonstration project. (Each participating institution should sign the cover letter. Additional demonstration of institutional commitment will be highlighted in the full proposals stage.)

3. Principal investigators: Identify the investigators who will serve as faculty (co-)PIs. Please briefly describe each PI's capacity, including any previous and/or current grant funding received, strength of faculty and student engagement activities, and history of successful intersegmental partnerships.
4. Authorized submission: The Institutional Cover Letter (C1-C3) and the concept proposal (section D) should be submitted electronically to [learninglab@opr.ca.gov](mailto:learninglab@opr.ca.gov) by the signatories, which must include the department chair AND either the dean, vice chancellor/vice president of research or the provost or equivalent.

#### **D. Concept Proposal**

**For each application, please provide answers for Section D in a short Concept Proposal: maximum two pages for questions 1-7; maximum 1 page for questions 8-10; minimum Arial 11 font; 0.5 inch margins; no appendices.**

1. How will your proposal measure or define success?: Describe what problem you are trying to solve. Please include data/metrics to highlight the problem and elaborate on the description and data provided in your letter of intent. Describe how your proposed project will improve understanding of learning science and/or assessments, and/or effectiveness of pedagogical methods and/or adaptive learning technologies. What will you measure? (For example: increased retention or increased proficiency and performance with STEM; increased conceptual understanding/higher order thinking or passion for STEM careers; increased communication skills, leadership, and teamwork capabilities of STEM students; increased self-efficacy/ability to learn independently; increased facility with the scientific method; increased faculty impact; or reduction of a particular pain point experienced by faculty or students.) How will you evaluate students? How will you evaluate faculty?
2. Project plan: Describe the components and timeline of your proposed project (specific aims and research strategy).
3. Data and adaptive learning technologies: Each proposal should demonstrate its commitment to the use of robust data and technology tools, including adaptive learning technology (see definition above). Please describe how your proposal will use real-time learning outcomes data and adaptive learning technology and other technology tools to improve the pedagogy and/or curriculum.
4. Learning science: Describe how you will use evidence-based pedagogical approaches supported by research from a variety of disciplines. What is innovative about your approach? How will you take an existing approach and experiment with achieving

broader scale?

5. Student engagement: Describe your approach to student engagement, potentially including engagement of students who may not identify as STEM proficient. Examples: How might your approach increase students' sense of belonging, and encourage students' help-seeking behavior from faculty, teaching assistants, other students, technology resources, etc. Will your approach include engagement through active learning, applied learning through a career or workforce pathway lens, and/or highly contextualized learning? How might students drive their own learning and/or the learning of their peers? Will your proposal individualize learning or use metacognition? How often will students receive meaningful and timely feedback, whether through a technology-mediated environment or face-to-face?
6. Culture: How will your proposal impact traditional "classroom" and disciplinary culture? In particular, how will your approach address aspects of classroom or disciplinary culture that are barriers to student learning and to their sense of belonging? How might it encourage a strengthening-assets or growth-oriented approach to student learning and how might it help establish a classroom context in which all students can succeed? How might your proposal take advantage of under-represented communities' cultural strengths to increase their achievements in STEM?
7. Scalability and value analysis: Describe how your work could be scaled, afforded, replicated and/or modified through an open educational resources model? What other dimensions of value can be evaluated in your project? With whom will you partner to do the analysis, what data will you analyze, etc.?
8. Project team: Provide a brief description of the co-PI(s), team, and key collaborators. Describe the nature and strength of any existing collaborations among project team members, and how you will use the expertise of all involved to create a well-balanced collaboration. Describe also how the project team may use external expertise and/or stakeholder input to iterate over the course of the project.
9. Budget overview: Briefly outline how Learning Lab funds (approximately \$1 million to \$1.5 million) will be used and how other resources may be leveraged including any outside funds or institutional funds. How will you maximize existing structures or resources? Will your innovations place any costs on users? If so, how will these be minimized?  
  
Note: Learning Lab funds are intended to be used exclusively in California. If the project necessitates the use of Learning Lab funds outside of California, provide a brief justification and estimate of the funding that will leave the state. The amount of funds that can leave the state will be subject to the final award agreement.
10. Common data-sharing/technology platform: Please discuss the potential for using a common data-sharing platform to deliver the course or course series.

**E. Submission: Concept proposals, including the institutional cover letter, must be submitted electronically as a single PDF to learninglab@opr.ca.gov by 5:00pm PT on Tuesday, January 22, 2019.**

## **F. Full Proposal - NEW**

Of the 42 concept proposals that the Learning Lab received, 21 have been invited to submit full proposals. Please provide answers for Section F in your Full Proposal: maximum 15 pages total, not including appendices or institutional cover letters; minimum Arial 11 font; 0.5 inch margins.

**Please note that the questions below are modified versions of the questions contained in the Concept Proposal section. Please read the questions below carefully, using the page length maximums (indicated in parentheses) to expand on your answers from the Concept Proposal and address any new requested or suggested content.**

Please include in your Full Proposal submission:

- 1) Institutional Cover Letter(s) included in your Concept Proposal, updated for content and/or signatories;
- 2) Full Proposal responses;
- 3) Appendices, as follows:
  - a) Information on additional team members, i.e., statement of qualifications, not covered under Question 8 (maximum 3 pages total);
  - b) Budget information (maximum 2 pages total);
  - c) Bibliography of key sources (maximum one page total);
  - d) Any other supporting documents (maximum 3 pages total);
  - e) Any brief letters of support from additional faculty colleagues who are interested in being part of the scaling efforts related to Question 7 below. (Maximum 5 pages for all additional indications of support. This can be a single letter with signatories or individual letters. Please identify name, title and contact information for signatories.)

Updated rubric and suggested templates for additional institutional cover letters (any added since the submission of your Concept Proposal) and Appendix B will be available on March 1, 2019, at <http://www.opr.ca.gov/learninglab/>.

**All submissions are due in full by Friday, March 22<sup>nd</sup>, 2019, by 5pm.** Please email your entire submission in a single PDF to [learninglab@opr.ca.gov](mailto:learninglab@opr.ca.gov). If you have any questions, please contact [learninglab@opr.ca.gov](mailto:learninglab@opr.ca.gov).

*General Notes:* When responding to the questions below, to the extent possible please describe students and faculty from an asset-based perspective (i.e., building on strengths), rather than a deficit-based perspective (i.e., cataloging what is “wrong” with learners or faculty that needs to be “fixed”). Please be as clear as possible about what learners and faculty will do differently based on this project, in both academic and other domains (social, emotional, etc.).

As stated in the “Demonstration Projects – Summary” (Section III), projects are encouraged to develop pedagogical innovations that promote students’ sense of belonging in science, students’

science identity and connections between science learning and students' personal lives, career aspirations and home communities, leveraging affective components of learning to reduce achievement gaps. A strong project will engage many stakeholders iteratively and throughout the duration of the project, as well as lay the foundation for sustainability of innovations and institutional culture change.

- A. Abstract. A strong proposal will describe the project as succinctly and clearly as possible, contrasting how it differs from the status quo, or what is currently the norm in the discipline or course. (½ page)
1. How will your proposal measure or define success?: Describe what problem you are trying to solve. Please include data/metrics to highlight the problem. What will you measure? (For example: increased retention or increased proficiency and performance with STEM; increased conceptual understanding/higher order thinking or passion for STEM careers; increased communication skills, leadership, and teamwork capabilities of STEM students; increased self-efficacy/ability to learn independently; increased facility with the scientific method; increased faculty impact; or reduction of a particular pain point experienced by faculty or students.) How will you evaluate students? How will you evaluate faculty? Will your project improve understanding of science of learning and/or assessments, and/or effectiveness of pedagogical methods and/or adaptive learning technologies? A strong proposal will describe the learning outcomes to be measured, over what time period, and the validity of these outcome measures with clarity. (1-1½ pages)
  2. Project plan: Describe the components and timeline of your proposed project (specific aims and research strategy). A strong proposal will describe in detail the steps to be undertaken and by whom. (1-1½ pages)
  3. Data and adaptive learning technologies: Each proposal should demonstrate its commitment to the use of robust data and technology tools, including adaptive learning technology (see definition above). Please describe how your proposal will use real-time learning outcomes data and adaptive learning technology and other technology tools to improve the pedagogy and/or curriculum. (1 page)
  4. Science of learning: Describe how you will use evidence-based pedagogical approaches supported by research from a variety of disciplines. What is innovative about your approach? How will you take an existing approach and experiment with achieving broader scale? A strong proposal will demonstrate knowledge of and grounding in the literature of the science of learning, and connect the different parts of the project/interventions to the research cited. If relevant, a strong proposal will describe how the project furthers existing research and/or addresses the gaps in our understanding of human learning, with an explicit hypothesis, analytic framework, research design and evidence gathering. (1 page)

5. Student engagement: Describe your approach to student engagement, potentially including engagement of students who may not identify as STEM proficient. Examples: How might your approach increase students' sense of belonging, and encourage students' help-seeking behavior from faculty, teaching assistants, other students, technology resources, etc. Will your approach include engagement through active learning, applied learning through a career or workforce pathway lens, and/or highly contextualized learning? How might students drive their own learning and/or the learning of their peers? Will your proposal individualize learning or use metacognition? How often will students receive meaningful and timely feedback, whether through a technology-mediated environment or face-to-face? (1 page)
6. Culture: How will your proposal impact traditional "classroom" and disciplinary culture? In particular, how will your approach address aspects of classroom or disciplinary culture that are barriers to student learning and to their sense of belonging? How might it encourage a strengthening-assets or growth-oriented approach to student learning and how might it help establish a classroom context in which all students can succeed? How might your proposal take advantage of under-represented communities' cultural strengths to increase their achievements in STEM? (1 page)
7. Scalability and value analysis: Describe how your work could be scaled or replicated; made affordable for users; and/or modified through an open educational resources model. What other dimensions of value can be evaluated in your project? With whom will you partner to do the analysis, what data will you analyze, etc.? A strong proposal will describe the depth and breadth of institutional support for making successful practices normative within the discipline(s), and how faculty will be encouraged or incentivized to adopt successful practices. A strong proposal will include a proposed plan for broad dissemination and lasting impact. (1–1½ pages)
8. Project team: Provide a brief statement of qualifications of the co-PI(s), team, and key collaborators. Describe the nature and strength of any existing collaborations among project team members, and how you will use the expertise of all involved to create a well-balanced collaboration. Describe also how the project team may use external expertise and/or stakeholder input to iterate over the course of the project. A strong project will demonstrate collaboration with social scientists, behavioral scientists, instructional designers, and/or others with relevant expertise outside of the discipline to be impacted. A strong proposal will also demonstrate meaningful, balanced, near equivalent contributions across the segments represented in the proposal, from design to implementation to evaluation. (1-1½ pages)
9. Budget overview: Briefly outline how Learning Lab funds (approximately \$1 million to \$1.5 million) will be used and how other resources may be leveraged including any outside funds or institutional funds. How will you maximize existing structures or

resources? Will your innovations place any costs on users? If so, how will these be minimized? (1 page, with more detail allowed as Appendix B, template to be provided by March 1. Please see <http://www.opr.ca.gov/learninglab/>)

Note: Learning Lab funds are intended to be used exclusively in California. If the project necessitates the use of Learning Lab funds outside of California, provide a brief justification and estimate of the funding that will leave the state. The amount of funds that can leave the state will be subject to the final award agreement.

10. Common data-sharing/technology platform: Please discuss the potential for using a common data-sharing platform to deliver the course or course series. A strong proposal will discuss the robustness of technology approach and interoperability with other systems. (1 page)
11. Information requested by the Selection Committee. Please respond to the request for information in the **individualized summary feedback you received on February 8, 2019**, from the Learning Lab. (1–1½ pages)
12. Accessibility. Please describe your plan for ensuring access for students with disabilities, compliant with your institution’s policies. (½ page)

## V. Selection

**Selection Committee:** Learning Lab has recruited an advisory committee, which shall serve as the selection committee to recommend awards. External readers will be recruited to score proposals. Readers may be recommended by the Legislature, public solicitation or academic referral. Selection committee members shall not be deemed to be interested in any contract including any award of Learning Lab funds and will be screened for conflict of interest consistent with National Science Foundation procedures. The names of selection committee members will be provided on the Learning Lab webpage on OPR’s website (OPR.ca.gov). The selection committee will use a process consistent with National Science Foundation procedures for reviewing the proposals and making award recommendations. Learning Lab will use a process consistent with National Science Foundation practices to ensure proposals are evaluated in a manner that is fair, equitable, timely and free of bias.

**A. Selection criteria:** *Section 65059.1 of the Government Code sets forth the following selection rubric, which may be augmented by the Learning Lab and the selection committee:*

- “The potential for reducing achievement and equity gaps in the particular discipline that is the subject of the call for proposals.”
- “The depth and breadth of expertise in the particular discipline and deployment of learning science or adaptive learning technologies across the proposal’s team members.”
- “The prospects for increasing equity and accessibility in quality STEM education and other disciplines that show high initial failure or dropout rates, including scaling access to a newly developed or redesigned course or course series in the future.”
- “The potential to incorporate real-time learning outcome data to improve the curriculum.”

- “The potential to utilize a common technology platform to deliver the course or course series.”
- “The representation of all three public higher education segments on the proposal's faculty team.”<sup>9</sup>
- “The inclusion of career education and workforce pathways in the proposal.”
- “Opportunities to leverage nonstate funding.”
- “The quality of the concrete metrics and goals identified in the proposal.”

The Selection Committee will also consider additional factors in reviewing the proposals, such as:

- The degree of innovation in the concepts, approaches or methodologies, assessments, or interventions to improve learning outcomes or reduce equity/achievement gaps.
- The feasibility of the project (can the project plan be achieved within the proposed timeline).
- The quality and extent of student engagement and faculty engagement.
- Approaches to protect privacy and personal information.
- Robustness of technology approach and interoperability with other systems.
- Sharing data across institutions.
- Where the project is located in California in order to balance geographic equity of awards, and diversity of awarded institutions.
- Diverse expertise and background of team members, including complementary expertise from social or behavioral scientists that can contribute to design of the proposal and evaluation.
- The degree to which a clear path to broad dissemination and adoption is envisioned and planned.
- Overall impact to advance learning science and learning outcomes.

**B. Results:** Applicants that are selected for award will be notified **in early to mid-April-late April (estimated notification date is April 24)**. Applicants who are not selected for award will receive a summary statement with perceived strengths and weaknesses of the proposal to inform future submissions for subsequent requests for proposals.

**VI. Post-Award Agreements.** Applicants of proposals that are selected will be asked to enter into an agreement with the Governor’s Office of Planning and Research. The Learning Lab will administer the agreement, which will address project implementation, including the following:

- Indirect Costs:** Up to 8 percent in indirect costs are allowed. Total costs (direct plus indirect) are to be within the \$1 million to \$1.5 million total per project.
- Open Educational Resources:** Agree to terms and conditions that require course and course series and technology/platforms enabled with Learning Lab funds to be available as open educational resources.
- Start Date:** Initiate work within 30 days of signing the agreement.
- Reporting:** Submit progress reports at agreed-upon intervals, including tracking of

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<sup>9</sup> The representation of all three public higher education segments is not an eligibility requirement, but the selection committee will weight proposals that span across all three segments, i.e., UC, CSU and community colleges.

milestones and expenditures, participate in conference calls and convening activities, and seek technical assistance from the Learning Lab Advisory Committee or Learning Lab staff. All post-award expectations will be specified in award agreements.

- e) **Use of Data:** Investigators and demonstration teams are expected to share data and research findings consistent with academic standards.
- f) **Protection of Privacy and Personal Information:** Investigators and demonstration project teams are expected to follow state and federal law to protect privacy and personal information.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: October 14, 2019
Re: Adoption of Resolution No. 19-23 for Emergency Closure at Santa Ana College	
Action: Request for Approval	

**BACKGROUND**

Santa Ana College Early Childhood Education Center closed on September 16, 2019, due to a mandatory closure resulting from an incident that occurred in the campus parking lot at about 1:05a.m. During the closure, average daily attendance (ADA) revenue from the California Department of Education was lost.

**ANALYSIS**

Education Code 8271 provides against the loss of funds due to emergency closures that are beyond the control of the contractor. In accordance with this regulation, the Board of Trustees must adopt a resolution certifying the closure to request lost revenue.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution No. 19-23 certifying that the Santa Ana College Early Childhood Education Center was closed on September 16, 2019, due to a mandatory emergency closure of the college campus.

Fiscal Impact: None	Board Date: October 14, 2019
Prepared by: Janneth Linnell, Executive Director, Child Development Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

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

**Adoption of Resolution for Emergency Closure**

Resolution No 19-23

This resolution must be adopted in order to certify the approval of the Board of Trustees for reduced days of operation or attendance due to emergency conditions as referenced in California Department of Education, Early Education and Support Division's Management Bulletin 10-09 (October 2010).

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**BE IT RESOLVED** that the Board of Trustees of Rancho Santiago Community College District certifies that the Santa Ana College Early Childhood Education Center was closed on September 16, 2019 due to a crime that occurred in the parking lot of Santa Ana College at about 1:05 am. The nature of the incident and the area it encompassed resulted in the campus and early childhood education center being closed for the day. The incident and resulting closure were beyond the control of the District.

**PASSED AND ADOPTED THIS** 14<sup>th</sup> day of October, 2019, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Zeke Hernandez, Clerk of the Board of Trustees of 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)

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date:	October 14, 2019
Re:	First Reading of Board Policies		
Action:	Information		

**BACKGROUND**

The Board Policy Committee met on September 23, 2019 and reviewed new and revised policies. These policies are presented for a first reading.

**ANALYSIS**

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies that comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. District Administration also recommends revisions to existing policies and adoption of new policies as required. The Board Policy Committee is recommending the attached policies be updated and revised to conform to the CCLC recommendations and/or adopted as recommended by District Administration.

**RECOMMENDATION**

These policies are presented for a first reading as an information item.

Fiscal Impact:	None	Board Date:	October 14, 2019
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

**Rancho Santiago Community College District**  
**BOARD POLICY**  
Chapter 4  
Academic Affairs

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**BP 4110 Honorary and Posthumous Degrees and Certificates**

**Reference:**

Education Code Section 72122

Honorary and posthumous degrees and certificates may be awarded at commencement or some other equally appropriate time to recognize the academic achievement of a deceased student. The names of persons receiving honorary and posthumous degrees and certificates must be approved by the Board.

The Chancellor shall establish procedures and criteria for the awarding of honorary and posthumous degrees.

**Adopted: July 21, 2014**  
**Reviewed: May 7, 2018**  
**Revised: xxxxxxxx, 2019**

**Rancho Santiago Community College District**  
**BOARD POLICY**  
Chapter 5  
Student Services

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**BP 5220 Shower Access for Homeless Students (NEW)**

**Reference(s):**

Education Code Section 76011

The Chancellor shall establish procedures necessary to make on-campus athletic shower facilities available to any identified homeless student who is enrolled in coursework, enrollment fees have been paid, and is in good standing with the District.

**Adopted: XXXXXX**

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

To:	Board of Trustees	Date: October 14, 2019
Re:	Adoption of Board of Trustees Annual Self-Evaluation Instrument, List of Designated Recipients, and Self-Evaluation Timeline	
Action:	Request for Approval	

**BACKGROUND**

In accordance with Board Policy 2745, the Board Policy Committee met on September 23, 2019, to review the survey instrument to be used for the Board’s self-evaluation.

**ANALYSIS**

Board Policy 2745 stipulates that the Board will conduct its self-evaluation no later than December. The following self-evaluation process has been developed in order to complete the process by the December 9, 2019 Board meeting:

- October 14, 2019 - Board designates individuals to provide input to the Board using the self- evaluation instrument.
- October 15, 2019 - Staff/Students/Community complete Board’s self-evaluation instrument.
- November 1, 2019
- November 18, 2019 Board reviews tabulated input from designated individuals and conducts annual self-evaluation meeting.
- November 19, 2019 - Board members complete self-evaluation instrument.
- November 25, 2019
- December 9, 2019 Board reviews and discusses tabulated self-evaluation results and creates annual unit goals.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt the self-evaluation survey instrument, the list of designated individuals who will receive the survey, and the self-evaluation timeline outlined above.

Fiscal Impact: None	Board Date: October 14, 2019
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Marvin Martinez, Chancellor	
Recommended by: Marvin Martinez, Chancellor	

**Rancho Santiago Community College District**  
**BOARD POLICY**  
Chapter 2  
Board of Trustees

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**BP 2745 Board Self-Evaluation**

**References:**

ACCJC Accreditation Standard IV.C.10 (formerly IV.B.1.e & g)

Effective and efficient governing board operations are an integral part of sound policy making and broad oversight that lead to successful educational programs and student learning outcomes. The board is committed to assessing its own performance as a board in order to identify its strengths and areas in which it may improve its functioning in carrying out its responsibilities to the citizens of the Rancho Santiago Community College District.

For its self-evaluation the board shall be evaluated as a whole and not as individuals. The evaluation will focus on the internal board operations and performance. Board members shall develop goals which will be used in the self-evaluation process. A self-evaluation instrument will be based on these goals and not goals set for the district. The self-evaluation process shall include the establishment of strategies for improving board performance. Policies and goals will be reviewed and updated for the following year's self-evaluation. The student trustee will participate in the self-evaluation process.

No later than the end of September of every year the Board Policy Committee shall recommend to the full board a self-evaluation instrument and process to be used in board self-evaluation, as well as any changes to the list of individuals who will receive a copy of the instrument. The board shall promptly review and act on these recommendations. Any self-evaluation instrument shall incorporate criteria contained in these board policies regarding board operations, criteria defining board effectiveness as defined by recognized practitioners in the field and any other criteria the board determines would enhance the goal of identifying the board's strengths and areas in which it might improve its functioning.

The board is committed to having an annual self-evaluation meeting no later than December, at a date selected at the board's annual organizational meeting. All trustees will attend this self-evaluation meeting which will be open to the public, and district students, employees, and residents will be encouraged to attend and provide input to the board at the meeting.

Board members will be given the self-evaluation instrument prior to the annual self-evaluation meeting but shall not complete the self-evaluation instrument until after the meeting. The completed and signed instrument shall be submitted to an office designated by the Board President. The results will be tabulated and discussed at the next board meeting. The results will be widely communicated and maintained in the district office. The results will be used to identify accomplishments in the past year and goals for the following year that will be reviewed and updated annually.

Some district students, employees, and residents will, because of their position or regular attendance at board meetings, have some familiarity with internal board operations and performance so as to provide meaningful input to the board in their self-evaluation process. Therefore, prior to the board's self-evaluation meeting, the board shall make available the self-evaluation instrument to a list of individuals which will include but not be limited to the associated student government officers, officers of the academic senates, the college presidents, the chancellor, vice chancellors, assistant vice chancellors, officers of the district's employee unions, community members who serve on the district bond oversight committees or foundations, accreditation representatives at each college, Chief/District Safety & Security, Lieutenants/Safety & Security, ten community members, five part-time faculty members, five full-time faculty members, five administrators, five department chairs, five students, and ten members of the classified staff. Any input from these individuals shall be given and reviewed at the self-evaluation meeting.

In addition, any student, community member, or employee shall be entitled to provide input to the board at the board's self-evaluation meeting.

**Revised: October 12, 2015 (Previously BP9022)**

**References Updated: March 16, 2015**

**Revised: October 24, 2016**

## 2019 Board Self-Evaluation Proposed Timeline

Board Policy 2745 stipulates that the Board will conduct its self-evaluation no later than December. The following self-evaluation process has been developed in order to complete the process by the December 9, 2019 Board meeting:

- October 14, 2019 - Board designates individuals to provide input to the Board using the self-evaluation instrument.
- October 15, 2019 - Staff/Students/Community complete Board's self-evaluation instrument.  
November 1, 2019
- November 18, 2019 Board reviews tabulated input from designated individuals and conducts annual self-evaluation meeting.
- November 19, 2019 - Board members complete self-evaluation instrument.  
November 25, 2019
- December 9, 2019 Board reviews and discusses tabulated self-evaluation results and creates annual unit goals.



## RSCCD Board of Trustees' Self-Evaluations, 2019

**The Board of Trustees conducts an annual self-evaluation focusing on internal board operations and performance. The Trustees have reviewed input from students, employees, and community members who, because of their positions or regular attendance at board meetings, have some familiarity with board operations and performance. Board members will now evaluate themselves as a unit using the same instrument that students, employees and community members used to give input to the board.**

### 1. Board Organization and Operation

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	<input type="radio"/>				
Board members respect each others' opinions.	<input type="radio"/>				
The board conducts its meetings in compliance with state laws, including The Brown Act.	<input type="radio"/>				
Board members understand that they have no legal authority beyond board meetings.	<input type="radio"/>				
Board members regularly seek the opinion of the student trustee.	<input type="radio"/>				

### 2. Policy Role

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board meetings focus on policy issues that relate to board responsibilities.	<input type="radio"/>				
The board focuses on policy in board discussion, not administrative matters.	<input type="radio"/>				
The board is knowledgeable about the mission and purpose of the institution.	<input type="radio"/>				
The board clearly delegates the administration of the colleges to the chancellor.	<input type="radio"/>				
Through the chancellor, the board ensures compliance with federal and state laws and measures for emergency response.	<input type="radio"/>				

### 3. Strategic Planning

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board understands the budget process.	<input checked="" type="radio"/>				
The board gives adequate attention to the mission, goals, and future planning of the district.	<input type="radio"/>				
The board regularly develops and reviews goals for continuous improvement.	<input checked="" type="radio"/>				
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	<input type="radio"/>				
The board understands the colleges' educational programs and services.	<input checked="" type="radio"/>				
The board is appropriately involved in defining the vision and goals of the district.	<input type="radio"/>				
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	<input checked="" type="radio"/>				
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	<input type="radio"/>				
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	<input checked="" type="radio"/>				

#### 4. Board Relations with the Chancellor, Presidents, Faculty, and Staff

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	<input checked="" type="radio"/>				
The board keeps the chancellor informed of community contacts.	<input type="radio"/>				
The board follows a procedure for annual evaluations of the chancellor.	<input checked="" type="radio"/>				
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	<input type="radio"/>				
The board and chancellor have a positive, cooperative relationship.	<input checked="" type="radio"/>				
The board understands its role and that of the chancellor, presidents, faculty, and staff.	<input type="radio"/>				
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	<input checked="" type="radio"/>				
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	<input type="radio"/>				
The board follows communication procedures with staff, ensuring the chancellor is informed of such communication.	<input checked="" type="radio"/>				
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	<input type="radio"/>				

## 5. Community Relations - Advocacy

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board members are knowledgeable about community college and state-related issues.	<input checked="" type="radio"/>				
The board acts as an advocate for community colleges.	<input type="radio"/>				
Board members participate actively in community activities.	<input checked="" type="radio"/>				
Board agendas include legislative and state policy issues that will impact the district.	<input type="radio"/>				
Board members act on behalf of the entire community.	<input checked="" type="radio"/>				
The board recognizes and celebrates positive accomplishments of the district and colleges.	<input type="radio"/>				
The board works to build a positive image of the district in the community.	<input checked="" type="radio"/>				
Board members adhere to policies for dealing with college, community citizens, and the media.	<input type="radio"/>				
The community and district employees are aware of who the elected trustees are and their role in district governance.	<input checked="" type="radio"/>				

## 6. Board Leadership, Ethics, and Standards of Conduct

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board understands collective bargaining and its role in the process.	<input checked="" type="radio"/>				
The board practices appropriate collegial consultation (participatory governance).	<input type="radio"/>				
The board maintains confidentiality of privileged information.	<input checked="" type="radio"/>				
The board makes decisions in the best interest of students, the colleges, and the entire district.	<input type="radio"/>				
The board operates ethically without conflict of interest following established board policies.	<input checked="" type="radio"/>				
Board members participate in trustee development activities.	<input type="radio"/>				

**7. How useful do you think this questionnaire is to the Board's self-evaluations process?**

- Very useful
- Somewhat useful
- Neutral
- Not very useful

Comment

**8. What are the Board's greatest strengths?**

**9. What are the major accomplishments of the Board in the past year?**

**10. What are the areas in which the Board could improve?**

Please advise Anita Lucarelli that you have completed the survey.

**DESIGNATED RECIPIENTS OF  
BOARD OF TRUSTEES SELF-EVALUATION INSTRUMENT**

**October 14, 2019**

Associated Student Government Officers  
Academic Senates Officers  
Chancellor  
College Presidents  
College Vice Presidents  
Vice Chancellors  
Assistant Vice Chancellors  
Officers of the District's employee unions  
Community members who serve on the District Bond Oversight Committees  
Community members who serve on the Foundations  
Accreditation representatives at each college  
Chief, District Safety & Security  
Lieutenants, Safety & Security  
10 Community Members  
5 Part-Time Faculty Members  
5 Full-Time Faculty Members  
5 Administrators  
5 Department Chairpersons  
5 Students  
10 Classified Staff Members

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC**

**October 14, 2019**

**MANAGEMENT**

*Extension of Interim/Short-term Assignment*

Cuellar, Estela N.  
Interim Director, Special Programs  
Academic Affairs  
Santiago Canyon College

Effective: July 1, 2019 – December 31, 2019  
Salary Placement: H-1 \$92,052.75/Year

*Leave of Absence*

Cuellar, Estela N.  
Interim Director, Special Programs  
Academic Affairs  
Santiago Canyon College

Effective: October 7, 2019 – November 28, 2019  
Reason: Maternity Leave

*Ratification of Resignation/Retirement*

Mahany, Donald E.  
Associate Dean, Fire Technology  
Human Services & Technology Division  
Santa Ana College

Effective: January 2, 2020 (Last Day)  
Reason: Retirement

**FACULTY**

*Final Salary Placement*

Mayer, Quynh  
Assistant Professor, Nursing  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: August 19, 2019  
Final Placement: II-8 \$76,309.86/Year  
(Requisition #AC19-0716)

*Adjusted Final Salary Placement*

Medina, Guillermo  
Assistant Professor, Kinesiology  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: August 19, 2019  
Adjusted Placement: VI-11 \$95,916.67/Year  
(AC19-0727)

**FACULTY (CONT'D)**

Ratification of Resignation/Retirement

Jenkins, Robert  
Professor/Coordinator, ESL  
CEC Continuing Education Division  
Santa Ana College

Effective: May 22, 2020 (Last Day)  
Reason: Retirement

Beyond Contract/Overload Stipend

Bautista, Steven  
Professor/Counselor/Coordinator  
Center for Teacher Education  
Counseling Division  
Santa Ana College

Effective: August 26, 2019  
Amount: \$1,500.00  
Reason: Program Facilitation/  
Center for Teacher Education (Project #2240)

Beltran, Jennie  
Associate Professor, Biology  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: August 30, 2019  
Amount: \$400.00  
Reason: Staff Development/  
Center for Teacher Education (Project #2240)

Funaoka, Marygrace  
Associate Professor, Human Development/  
Education/School Age  
Human Services & Technology Division  
Santa Ana College

Effective: August 30, 2019  
Amount: \$400.00  
Reason: Staff Development/  
Center for Teacher Education (Project #2240)

Hoffman, Elizabeth  
Professor/Coordinator/Health Center Nurse  
Health & Wellness Center  
Enrollment & Support Services  
Santiago Canyon College

Effective: September 24, 2019  
Amount: \$5,400.00  
Reason: Miscellaneous Student Services/  
Health & Wellness Center (Project #3282)

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

Effective: August 30, 2019  
Amount: \$400.00  
Reason: Staff Development/  
Center for Teacher Education (Project #2240)

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

Effective: August 30, 2019  
Amount: \$400.00  
Reason: Staff Development/  
Center for Teacher Education (Project #2240)

**FACULTY (CONT'D)**

Beyond Contract/Overload Stipend

Saterfield, Kalonji  
Assistant Professor, Communication Studies  
Fine & Performing Arts Division  
Santa Ana College  
Effective: August 30, 2019  
Amount: \$400.00  
Reason: Staff Development/  
Center for Teacher Education (Project #2240)

Sosta, Rachel  
Associate Professor, English  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: August 30, 2019  
Amount: \$400.00  
Reason: Staff Development/  
Center for Teacher Education (Project #2240)

Leave of Absence

Matthews, Anne M.  
Instructor, Biology  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: October 7 – December 20, 2019  
Reason: Maternity Leave

Part-time Hourly New Hires/Rehires

Abbey, Michelle P.  
Instructor, Fire Technology/Wellness  
Human Services & Technology Division  
Santa Ana College  
Effective: September 18, 2019  
Hourly Lecture/Lab Rates: I-3 \$59.56/\$52.71

Austin, Matthew C.  
Instructor, Criminal Justice/Firearms  
Human Services & Technology Division  
Santa Ana College  
Effective: October 9, 2019  
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Carver, James B.  
Instructor, Mathematics  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: September 23, 2019  
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Gingrich, Brittney N.  
Instructor, Fire Technology/Wellness  
Human Services & Technology Division  
Santa Ana College  
Effective: September 18, 2019  
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Godfrey, Neil  
Instructor, Mathematics  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: September 23, 2019  
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

**FACULTY (CONT'D)**

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

Haug, John W. Effective: June 24, 2019  
Instructor, Anthropology/Upward Bound Program Hourly Lecture Rate: II-3 \$61.50  
Student Support Services Division  
Santiago Canyon College

Jones, Sayer E. Effective: September 18, 2019  
Instructor, Fire Technology/Wellness Program Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71  
Human Services & Technology Division  
Santa Ana College

Kim, Ashley Effective: September 20, 2019  
Instructor, Older Adults/Music Hourly Lecture Rate: II-3 \$51.51  
Continuing Education Division (OEC)  
Santiago Canyon College

Locks, Shannon D. Effective: September 16, 2019  
Instructor, High School Subjects/Bridge Hourly Lecture Rate: III-3 \$52.81  
Continuing Education Division (OEC)  
Santiago Canyon College

Manapat, Lorna Effective: September 20, 2019  
Instructor, Older Adults/Manipulative Skills Hourly Lecture Rate: I-3 \$50.25  
Continuing Education Division (OEC)  
Santiago Canyon College

Morris, Kelly L. Effective: October 7, 2019  
Instructor, Kinesiology Hourly Lecture Rate: II-3 \$61.50  
Mathematics & Sciences Division  
Santiago Canyon College

Nikitin, Yasha F. Effective: October 9, 2019  
Instructor, Criminal Justice/Firearms Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35  
Human Services & Technology Division  
Santa Ana College

Pattanaik, Anitu Effective: October 9, 2019  
Instructor, Criminal Justice/Wellness Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71  
Human Services & Technology Division  
Santa Ana College

Thakkar, Nirali D. Effective: September 13, 2019  
Instructor, Older Adults/Manipulative Skills Hourly Lecture Rate: II-3 \$53.19  
Continuing Education Division (OEC)  
Santiago Canyon College

**FACULTY (CONT'D)**

*Non-paid Intern Service*

Sirin, Kathleen  
Athletic Training Intern  
Kinesiology  
Santa Ana College

Effective: October 15, 2019 – June 30, 2020  
College Affiliation: CSU, Long Beach  
Major: Kinesiology

Sotomayor, Carla  
Counseling Intern  
Veterans Resource Center  
Santa Ana College

Effective: October 15, 2019 – June 30, 2020  
College Affiliation: CS, Fullerton  
Major: Counseling

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
OCTOBER 14, 2019**

**CLASSIFIED**New Appointment

Francis, Diemchau  
Payroll Specialist (CL19-1303)  
Payroll/ District

Effective: September 30, 2019  
Grade 13, Step 2 \$55,264.92

Gamero, Jeanne  
Sr. Clerk-Communications Ctr.  
(CL19-1317) District Safety

Effective: September 30, 2019  
Grade 8, Step 5 + 5%SW \$53,398.59

Professional Growth Increments

Duong, Linda  
Applications Spec. I/ Library/ SAC

Effective: November 1, 2019  
Grade 13, Step 6 + 2.5%L + 12 PG (4500)  
\$73,427.46

Garcia, Anaisabelle  
Curriculum Specialist/ Academic Affairs/  
SCC

Effective: October 1, 2019  
Grade 13, Step 3 + 2.5%L + 11PG (4000)  
\$63,481.68 *Correction*

Gutierrez Lucero, Maria Del Pilar  
Student Services Specialist/ Counseling/  
SCC

Effective: November 1, 2019  
Grade 10, Step 6 + 2.5%L + 2.5%Bil +  
4PG (2000) \$62,989.97

Hurtado, Veronica  
Student Services Coord./ Counseling/ SCC

Effective: November 1, 2019  
Grade 15, Step 6 + 7.5%L + 12PG (5250)  
\$85,665.18

Mora, Jorge  
HS & Community Outreach Spec./  
Continuing Ed./ CEC

Effective: November 1, 2019  
Grade 13, Step 1 + 2.5%Bil + 1PG (500)  
\$54,465.82

Out of Class Assignment

Cadenas, Marlon  
Counseling Assistant/ EOPS/ SAC

Effective: 09/21/19 – 11/15/19  
Grade 5, Step 4 + 1PG (500) \$43,660.31

Out of Class Assignment cont'd

Garcia, Isabel Student Services Coord./ Continuing Ed./OEC	Effective: 10/01/19 – 06/30/20 Grade 15, Step 5 + 7.5%L + 2.5%Bil \$78,384.21
Gutierrez Lucero, Maria Sr. Account Clerk/ Admin. Services/ SCC <i>Change in classification, no change in grade</i>	Effective: 09/16/19 – 11/30/19 Grade 10, Step 6 + 2.5%L + 2.5%B + 4PG (1500) \$62,489.97
Sturru, Richard Dir. Information Systems/ Human Resources	Effective: 09/16/19 – 02/29/20 Grade D, Step 1 \$121,542.42 <i>Management</i>
Torres, Esmeralda Sr. Account Clerk/ Fiscal Services/ District	Effective: 09/10/19 – 10/04/19 Grade 10, Step 2 \$47,802.25
Tuon, Sophanareth Lead Custodian/ Admin. Services/ SAC	Effective: 08/01/19 – 10/31/19 Grade 8, Step 6 + 7.5%L + 7.5%GY \$61,413.08

Change in Position/Location

Diaz, Ana Accountant From: Academic Affairs/ SAC To: Admin. Services/ SAC (Reorg 1163)	Effective: September 18, 2019 Grade 13, Step 4 + 2.5%L + 3PG (750) \$63,249.30
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Change in Salary Placement

Santamaria, Mark HVAC Technician/ Admin. Services/ SAC	Effective: October 1, 2019 Grade 13, Step 6 + 2.5%L \$68,927.46 <i>Change from Swing to Day shift</i>
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Leave of Absence

Duong, Linda Applications Specialist I/ Library/ SAC	Effective: 09/20/19 – 11/07/19 Reason: Maternity Leave
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*Ratification of Resignation/Retirement*

Andrade Cortes, Jorge  
Sr. Accounting Analyst/ Fiscal Services/  
District

Effective: September 27, 2019  
Reason: Resignation

Bailey, Debra  
Intermediate Clerk/ Health Center/ SAC

Effective: December 30, 2019  
Reason: Retirement

Flores, Therese  
Administrative Clerk/ Counseling/ SCC

Effective: December 29, 2019  
Reason: Retirement

Nolan, Leanna  
Senior Clerk/ Fiscal Services/ District

Effective: October 1, 2019  
Reason: Resignation

**CLASSIFIED HOURLY**

*New Appointments*

Flores, Christopher  
District Safety Officer (CL19-1306)  
District Safety/ District

Effective: October 14, 2019  
19 Hours/Week 12 Months/Year  
Grade 9, Step A \$20.85/Hour

Shipma, Philippe  
District Safety Officer (CL19-1306)  
District Safety/ District

Effective: September 30, 2019  
19 Hours/Week 12 Months/Year  
Grade 9, Step A \$20.85/Hour

*Professional Growth Increments*

Gandarilla, Frank  
Instructional Assistant/ Continuing Ed./  
CEC

Effective: November 1, 2019  
Grade 5, Step A + 6PG (1500)  
\$17.85/Hour + \$125.00/Mo. PG

*Leave of Absence*

Ramirez, Yiria  
Instructional Assistant/ Continuing Ed./  
OEC

Effective: 09/16/19 – 12/14/19  
Reason: Parental Leave - Intermittent

*Ratification of Resignation/Retirement*

Blandon, Danilo  
Custodian/ Admin. Services/ SAC

Effective: September 7, 2019  
Reason: Resignation

Chacon, Benjamin  
District Safety Officer/ District

Effective: September 24, 2019  
Reason: Resignation

*Ratification of Resignation/Retirement cont'd*

Hinau, Kimberly  
Learning Facilitator/ EOPS/ SAC

Effective: October 7, 2019  
Reason: Resignation

**TEMPORARY ASSIGNMENT**

*Short Term Assignment*

Aguilar, Gina  
Sr. District Safety Officer/ District Safety

Effective: 10/15/19 – 06/30/20

Arredondo, Armando  
Student Services Specialist/ Counseling/  
SCC

Effective: 01/06/20 – 06/30/20

Bagheri, Rod  
Accompanist/ Fine & Performing Arts/  
SAC

Effective: 10/15/19 – 06/04/20

Dang, Thanh Thao  
Instructional Assistant/ Science & Math/  
SAC

Effective: 10/15/19 – 06/30/20

Ha, Christine  
Instructional Assistant/ Science & Math/  
SAC

Effective: 10/15/19 – 12/14/19

Machacon, Joshua  
Learning Facilitator/ Science & Math/ SAC

Effective: 10/15/19 – 06/06/20

Regino, Olga  
Instructional Assistant/ Student Services/  
SCC

Effective: 10/15/19 – 06/30/20

Rossow, Austin  
Instructional Assistant/ Science/ & Math/  
SAC

Effective: 10/15/19 – 06/30/20

Tinoco, Eduardo  
Student Program Specialist/ Student  
Services/ SAC

Effective: 10/15/19 – 06/30/20

*Change in Temporary Assignment*

Lokos, Carmina  
Sr. Payroll Specialist/ Fiscal Services/  
District  
Effective: 09/27/19 – 10/11/19

Lopez, Jonathan  
Lifeguard/ Kinesiology/ SAC  
Effective: 08/27/19 – 06/30/20

Smith, Jessica  
Instructional Assistant/ Humanities & Soc.  
Sci./ SAC  
Effective: 07/01/19 – 06/30/20

*Additional Hours for Ongoing Assignment*

Fantone, Calvin  
Learning Facilitator/ Humanities & Soc.  
Sci./ SAC  
Effective: 08/26/19 – 06/30/20  
Not to exceed 19 consecutive working  
days in any given period.

Leanos, Natalia  
Instructional Center Tech./ Humanities &  
Soc. Sci./ SAC  
Effective: 08/26/19 – 06/07/20  
Not to exceed 19 consecutive working  
days in any given period.

Martinez, Monique  
Instructional Assistant/ Continuing Ed./  
OEC  
Effective: 09/30/19 – 06/30/20  
Not to exceed 19 consecutive working  
days in any given period.

Martynenko, Galina  
Instructional Center Tech./ Humanities &  
Soc. Sci./ SAC  
Effective: 08/26/19 – 06/30/20  
Not to exceed 19 consecutive working  
days in any given period.

Medina La Rosa, Jorge  
Learning Facilitator/ Humanities & Soc.  
Sci./ SAC  
Effective: 08/26/19 – 06/30/20  
Not to exceed 19 consecutive working  
days in any given period.

Phan, David  
Learning Facilitator/ Humanities & Soc.  
Sci./ SAC  
Effective: 08/26/19 – 06/07/20  
Not to exceed 19 consecutive working  
days in any given period.

Rodriguez, Liliana  
Student Services Coord./ Student  
Services/ SAC  
Effective: 10/07/19 – 12/18/19  
Not to exceed 19 consecutive working  
days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Rodriguez, Natalie Counseling Assistant/ Counseling/ SAC	Effective: 07/19/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Rosales Rojas, Rogelio Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 08/26/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Urquidi, Anthony Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 08/26/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.

*Substitute Assignments*

Aguilar, Gina Sr. District Safety Officer/ District	Effective: 09/18/19 – 06/30/20
Calzada, Juan Student Services Specialist/ Student Services/ SAC	Effective: 10/01/19 – 10/31/19 Not to exceed 19 consecutive working days in any given period.
Counts, Christopher District Safety Officer/ District	Effective: 09/18/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Flores, Christopher District Safety Officer/ District Safety	Effective: 10/14/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Fuller, Elizabeth Asst to the VC/ Fiscal Services/ District	Effective: 11/01/19 – 02/28/20
Hermen, Lisa Auxiliary Services Specialist/ Admin. Services/ SCC	Effective: 09/16/19 – 11/29/19 Not to exceed 19 consecutive working days in any given period.
Hermen, Lisa Auxiliary Services Specialist/ Admin. Services/ SCC	Effective: 09/16/19 – 11/29/19 Not to exceed 19 consecutive working days in any given period.

*Substitute Assignments cont'd*

Lopez, Frances Instructional Assistant/ Continuing Ed./ CEC	Effective: 10/02/19 – 06/30/20
Mutuc, Benjamin District Safety Officer/ District	Effective: 07/01/19 – 06/30/20
Shipma, Phil District Safety Officer/ District Safety	Effective: 09/30/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Tonix, Jorge Student Services Specialist/ Student Services/ SAC	Effective: 10/01/19 – 10/31/19
Tucker, David Warehouse Storekeeper/ Business Operations/ District	Effective: 10/01/19 – 10/04/19
Turino, Christopher Sr. District Safety Officer/ District Safety	Effective: 09/04/19 – 06/30/20

**MISCELLANEOUS POSITIONS**

Martin, Jennifer Coaching Assistant/ Kinesiology/ SCC	Effective: 10/15/19
Mindes, Jacob Community Services Presenter/ Continuing Ed./ CEC	Effective: 07/01/19
Wunderlich, Christian Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 09/16/19 – 12/13/19

*Instructional Associates/Associate Assistants*

<b>Criminal Justice</b> Carpio, Dennis	Effective: 10/15/19
<b>Nursing</b> Perez, Sharon	Effective: 09/28/19

**COMMUNITY SERVICE PRESENTERS**

Stipends Effective August 11 – September 10, 2019

Bishop, John	Amount: \$ 461.36
Gonzalez, Silvia	Amount: \$ 188.00
Rudd, James	Amount: \$ 740.25
Schultza, Jennifer	Amount: \$ 65.80
Valenti, Donna	Amount: \$ 560.56
Williams, Ronald	Amount: \$ 836.60

**VOLUNTEERS**

Capiz, Alexa Student Driver/ Biology/ SAC	Effective: 10/15/19 – 06/30/20
Garrity, AJ Student Driver/ Kinesiology/ SCC	Effective: 10/15/19 – 06/30/20
Guerrero, Alejandra Student Driver/ Biology/ SAC	Effective: 10/15/19 – 06/30/20
Schaal, Donald Student Driver/ Kinesiology/ SCC	Effective: 10/15/19 – 06/30/20
Singelynm Stephanie Volunteer/ Human Services & Tech./ SAC	Effective: 10/15/19 – 06/30/20

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST**

Alfaro, Cristo M.	Effective:	10/09/19-06/30/20
Alvarez, Emmanuel	Effective:	10/02/19-06/30/20
Barradas, Jessie	Effective:	09/18/19-06/30/20
Castillo, Angel D.	Effective:	09/17/19-06/30/20
Carrillo, Andreina	Effective:	09/20/19-06/30/20
Chowdhury, Tasnima K.	Effective:	10/03/19-06/30/20
Cruz, Jairo O.	Effective:	09/12/19-06/30/20
Diaz, Crystal M.	Effective:	10/01/19-06/30/20
Diaz Ruiz, Rosemary	Effective:	09/13/19-06/30/20
Estrada, Giselle G.	Effective:	09/23/19-06/30/20
Garcia, Jessica	Effective:	09/18/19-06/30/20
Garcia Navarro, Alejandra	Effective:	09/18/19-06/30/20
Garcilazo, Arnold	Effective:	09/30/19-06/30/20
Gomez, Zachariah M.	Effective:	09/23/19-06/30/20
Gonzalez, Eileen J.	Effective:	09/20/19-06/30/20
Gonzalez, Jeannette	Effective:	10/07/19-06/30/20
Guerra, Malia C.	Effective:	10/01/19-06/30/20
Harris, Jordan L.	Effective:	10/03/19-06/30/20
Hernandez Montero, Lorena J.	Effective:	10/11/19-06/30/20
Huynh, Tien Q.	Effective:	10/07/19-06/30/20
Jimenez, Emiteria	Effective:	09/16/19-06/30/20
Juarez, Andrew V.	Effective:	09/30/19-06/30/20
Lendos, Yorgelys E.	Effective:	09/16/19-06/30/20
Lopez Alexandre, Luisa F.	Effective:	09/17/19-06/30/20
Maldonado, Dionisia R.	Effective:	10/02/19-06/30/20
Mori Sajami, Teresa	Effective:	09/18/19-06/30/20
Musngi, Isabella Rae R.	Effective:	10/08/19-06/30/20
Nguyen, Hoang P.	Effective:	09/24/19-06/30/20
Nguyen, Honghanh T.	Effective:	09/16/19-06/30/20
Noguera, Beatriz A.	Effective:	10/11/19-06/30/20
Ochoa Lopez, Bertha A.	Effective:	09/27/19-06/30/20
Orellana, Tatiana A.	Effective:	09/30/19-06/30/20
Paloma, Viviana I.	Effective:	10/02/19-06/30/20
Pantoja, Amber A.	Effective:	10/03/19-06/30/20
Reguerin, Caleb F.	Effective:	10/01/19-06/30/20
Resendiz Rodriguez, Juana	Effective:	09/25/19-06/30/20
Rivas, Rebeca	Effective:	09/23/19-06/30/20
Robertson, Nicola D.	Effective:	09/17/19-06/30/20
Roh, Jaeyun	Effective:	09/18/19-06/30/20
Sanchez Navarro, Andrea	Effective:	09/26/19-06/30/20
Segura, Denise C.	Effective:	09/11/19-06/30/20
Staton, Kristian D.	Effective:	09/19/19-06/30/20
Thi, Giang T.	Effective:	09/20/19-06/30/20
Velazquez, Perla	Effective:	10/11/19-06/30/20

Santiago Canyon College  
STUDENT ASSISTANT NEW HIRE LIST

Jones, Solomon	Effective: 09/11/2019 – 06/30/2020
Calhoun, Cameron	Effective: 09/04/2019 – 06/30/2020
Salazar, Stephanie	Effective: 09/16/2019 – 06/30/2020
Sojo, Aylin	Effective: 09/16/2019 – 06/30/2020
Nyatanga, Sean	Effective: 09/16/2019 – 06/30/2020
Valdivia, Kalie	Effective: 09/16/2019 – 06/30/2020
Larios-Bautista, Jajaira	Effective: 09/17/2019 – 06/30/2020
Pedroza, Julieta	Effective: 09/18/2019 – 06/30/2020
Aguilar, Andrea	Effective: 09/23/2019 – 06/30/2020
Patel, Marziya	Effective: 09/25/2019 – 06/30/2020
Cuadros, Fernando	Effective: 09/26/2019 – 06/30/2020
Polk, Patrick	Effective: 09/27/2019 – 06/30/2020
Neto, Haroldo	Effective: 09/30/2019 – 06/30/2020
Truong, Linh	Effective: 10/02/2019 – 06/30/2020
Chhor, Muhour	Effective: 10/02/2019 – 06/30/2020
Xu, Yang	Effective: 10/03/2019 – 06/30/2020

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**HUMAN RESOURCES**

To:	Board of Trustees	Date:	October 14, 2019
Re:	Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the Faculty Association of Rancho Santiago Community College District		
Action:	Request for Approval		

**BACKGROUND**

Negotiations between the Rancho Santiago Community College District (RSCCD) and the Faculty Association of Rancho Santiago Community College District (FARSCCD) have been completed. A successor agreement for 2019-2022 has been negotiated and was ratified by the FARSCCD. The proposed agreement is now presented to the board for approval.

**ANALYSIS**

The fiscal implications and terms of the proposed agreement are detailed on the disclosure form.

**RECOMMENDATION**

It is recommended that the board approve the collective bargaining agreement between RSCCD and FARSCCD for the period of July 1, 2019, through June 30, 2022.

Fiscal Impact:	Presented on Attached Disclosure Form	Board Date:	October 14, 2019
Prepared by:	Tracie Green, Vice Chancellor, Human Resources		
Submitted by:	Tracie Green, Vice Chancellor, Human Resources		
Recommended by:	Marvin Martinez, Chancellor		

**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: **Faculty Association of Rancho Santiago Community College District**

The proposed agreement covers the period beginning July 1, 2019 and ending June 30, 2022  
 and will be acted upon by the Governing Board at its meeting on October 14, 2019

**A. Proposed Change in Compensation**

Compensation				Fiscal Impact of Proposed Agreement		
				Year 1 2019/2020	Year 2 2020/2021	Year 3 2021/2022
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement		Cost (+/-) F/T P/T	\$469,915 \$158,790	\$483,595 \$163,412	\$504,157 \$170,360
2.	Salary Schedule Increase (Decrease)		Cost (+/-) F/T P/T	\$1,974,644 \$576,395 <b>4.000%</b>	\$2,053,630 \$599,451 <b>4.000%</b>	\$2,135,774 \$623,428 <b>4.000%</b>
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) FRINGE BENEFITS	Stipend for Dept Chair	Cost (+/-) F/T	\$33,182	\$34,510	\$35,890
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.		Cost (+/-) F/T P/T	\$933,967 \$277,423	\$1,262,833 \$371,559	\$490,085 \$146,088
5.	Health/Welfare Plan - Increase (Decrease)		Cost (+/-) F/T	\$282,692	\$312,934	\$332,078
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)		Cost (+/-) F/T P/T	\$3,694,400 \$1,012,608	\$4,147,502 \$1,134,422	\$3,497,984 \$939,876
7.	Total Number of Represented Employees		F/T P/T	382 1,595	382 1,595	382 1,595
8.	Total Compensation Cost for Average Employee - Increase (Decrease)		Cost (+/-) F/T P/T	\$9,671 \$635	\$10,857 \$711	\$9,157 \$589
9.	Effective Impact %		F/T P/T	6.09% 5.72%	6.42% 6.03%	5.17% 4.77%

Please include comments and explanations as necessary:

**Article 5 - Health & Welfare Benefits** = For calendar year 2019, the portion of the medical/dental insurance premium paid by the District shall be limited to a maximum contribution of \$30,672.60 per member per year ("District Maximum Contribution") from \$29,170.68

**Article 7 - Salaries = 2019-2020 Salary:** The 2018-19 faculty salary schedules will be increased by 4% effective the first day of the unit member's respective work year for 2019-20 as defined in Article 6.1.1 - Work Year.

**2020-2021 Salary:** The 2019-2020 faculty salary schedules will be increased by 4% effective the first day of the unit member's respective work year for 2020-21 as defined in Article 6.1.1 - Work Year.

**2021-2022 Salary:** The 2020-2021 faculty salary schedules will be increased by 4% effective the first day of the unit member's respective work year for 2021-22 as defined in Article 6.1.1 - Work Year.

**Appendix K-4** = Non Credit Program Department Chair Assignments are subject to negotiated salary increases

(supporting documents attached)

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**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)**

Appendix N = determines the criteria for extensive preparation laboratory classes (supporting documents attached)

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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.)?**

Article 7 - Relevant salary schedules in effect on March 1, 2022 will be reviewed by March 31, 2022 to determine relative rank. Any additional compensation required to maintain relative rank will be negotiated for the successor agreement.

Article 1 (1.3) Duration = The provisions of this Agreement and its subsequent amendments shall become effective on July 1, 2019 and remain in effect until and through June 30, 2022. There will be openers except by mutual agreement of the parties

(supporting documents attached)

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**E. Source of Funding for Proposed Agreement**

1. Current Year

Base funding

2. How will the ongoing cost of the proposed agreement be funded in future years?

Base funding and unrestricted funds

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)

This agreement is for three (3) years covers 2019/2020, 2020/2021, and 2021/2022 (supporting documents attached).

**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 X 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>

**ARTICLE 1**  
**IMPLEMENTATION OF COLLECTIVE BARGAINING**  
**RECOGNITION, NEGOTIATIONS, DURATION, AND ONBOARDING**

1.1 AGREEMENT (Preamble)

The following Agreement between the District and the Association is recorded in written form to meet the requirements of Government Code 3540, et. Seq. and, more specifically, wages, hours or employment, and other terms and conditions of employment as defined therein in exchange for services.

1.2 RECOGNITION

1.2.1 Exclusive Representative

The Governing Board of the Rancho Santiago Community College District, hereinafter referred to as the “District,” hereby recognized the Faculty Association of Rancho Santiago Community College District, hereinafter referred to as the “Association,” as the sole and exclusive representative of those enumerated in the Stipulated Agreement. (See Appendix A, Stipulated Unit Recognition Agreement).

1.2.2 Negotiations Restrictions

- A. The District agrees not to negotiate with any other organization in matters upon which the Association is the exclusive representative, and, agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.
- B. The Association recognizes the Board of Trustees as the duly elected representative of the people for the Rancho Santiago Community College District and agrees to negotiate only with the representative officially designated by the Board to act on behalf of the District. The Association further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator, or other person or persons not officially designated by the Board of Trustees as the representative of the District.

1.3 DURATION

The provisions of this Agreement and its subsequent amendments shall become effective on July 1, 2019~~7~~, and remain in effect until and through June 30, 2022~~19~~.

**For the life of the agreement, each party may reopen one article, excluding Article 7. The parties may open on additional articles upon mutual agreement.**

The Association agrees to submit its initial proposal for ~~reopens or~~ the successor agreement no earlier than September 1 of last each year of this contract, and the District agrees to present its initial proposal not later than thirty (30) calendar days following the submission of the Association’s proposal.

1.4 Unit Member Orientations and Onboarding

1.4.1 The District will provide to the Association at least ten (10) calendars days advance notice of the New Faculty Orientation. FARSCCD designated leadership will be given an opportunity to speak for a minimum of 20 minutes at the Orientation.

1.4.2 The District will include the FARSCCD membership application form and member benefits pamphlet in any employee orientation or onboarding packet of District materials provided to any newly hired unit members. FARSCCD shall provide the copies of the FARSCCD membership materials to the District for distribution.

The District will collect the membership application form and notify the Association President or Designee that the form(s) is available for pick-up.

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For the Association / Date

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For the District / Date

**ARTICLE 5**  
**HEALTH AND WELFARE BENEFITS**

5.1 ELIGIBILITY

Employees serving under a contract of 50% or more of a full-time equivalent are eligible for benefits as described below.

Full-time employees who voluntarily reduce their load assignments below 100% will retain their eligibility for the same benefits as a full-time employee.

5.2 BENEFITS

5.2.1 Medical/Dental Insurance

For calendar year ~~2018~~2019, the portion of the medical/dental insurance premium paid by the District shall be limited to a maximum contribution of ~~\$30,672.60~~\$29,170.68 \$27,887.04 per member per year (“District Maximum Contribution”). Thereafter, the District Maximum Contribution shall be automatically increased by an amount not to exceed 6% in each succeeding year. The new annual maximum contribution will be memorialized by the parties in a side letter to be attached to this collective bargaining agreement. If the annual premium renewal rates represent an aggregate increase of more than 6%, the District and FARSCCD agree to immediately reopen negotiations on this article.

Based on the 2017 rates, the District has approximately \$1.3 million in protective capacity available to address future increases over 6% and to stabilize rates in medical/dental insurance premiums up to the District Maximum Contribution.

5.2.2 Life Insurance

Effective October 1, 1989, the District will provide life insurance of at least \$50,000 for each eligible employee.

5.2.3 Other Contributions

Effective January 1, 2017, the District will contribute up to \$1,750 per year to eligible employees serving under a contract of 75% or more. A contribution of up to \$1,750 per year will be prorated for those eligible employees serving under a contract of 50% up to 75% based on the percentage equivalent to the employee’s contract percentage. The employee can assign this contribution or any part of it toward dependent or employee medical/dental coverage, or other approved deductions consistent with IRS regulations.

5.2.4 Dependent Medical/Dental Coverage

Premium contributions not covered under Section 5.2.3 shall be made through authorized payroll deductions.

**ARTICLE 6**  
**INSTRUCTIONAL HOURS, DUTIES AND WORKLOAD**

6.1 WORKLOAD

6.1.1 Work Year

A. Credit Instructors

The standard contract year is one hundred seventy-five (175) days of service designated by the Instructional Calendar (see Appendix C).

B. Coordinators, Librarians and Contract Education Instructors and Other Categories not considered Traditional Instruction Faculty

The standard contract year is one hundred seventy-five (175) days of service as designated by the instructional calendar (Appendix C) or a July 1 – June 30 calendar year as mutually agreed between employee and supervisor. Days assigned beyond the 175 days of instruction will be assigned in accordance with the defined work week for coordinators, librarians, and Contract Education instructors.

C. Non-credit Full-Time Instructors

The standard contract year for continuing education full-time instructors is one hundred seventy-five (175) days of service, as designated by the annual continuing education (CE) calendar (Appendix D).

D. College Counselors, Health Services Faculty, and Distance Education Coordinator

The standard contract year is one hundred ninety-two (192) days of service within the period beginning the last work day of July and concluding no later than the second week of the summer session for credit counselors, and no later than the first week of the summer session for non-credit counselors. All counselors assigned to the credit instructional program shall work the two weeks of registration prior to the start of classes each semester. Counselors assigned to the non-credit instructional program shall work the one week prior to the start of classes each semester. The remaining work weeks shall be based upon programmatic need.

Yearly assignment schedules for each counselor will be finalized by June 1.

E. Public Safety and Institutional Effectiveness /Assessment Coordinators

The standard contract year is two hundred twenty five (225) days of service within the calendar year, July 1 – June 30 as mutually agreed upon between the employee and the supervisor.

## F. STRS Full-time Equivalent Definitions

In accordance with the requirements of Education Code Sections 22138.5 (5) and 22138.5 (6), a full time equivalent annual assignment is defined as follows:

College Credit Instructors	525 hours (15 hrs. x 35 wks.)
Non-Credit (Adult Education) Instructors	875 hours (25 hrs. x 35 wks.)
Librarians	1120 hours (35 hrs. x 32 wks.)
Counselors and Health Services Faculty	1365 hours (35 hrs. x 39 wks.)

### 6.1.2 Scheduled Assignment

For all faculty (teaching and non-instructional) an assignment scheduled for fewer than four (4) days is subject to approval by the supervising administrator and the appropriate College President. All instructional faculty shall fulfill professional duties that include teaching, preparation, maintenance of office hours, institutional service, professional development and other duties. Instructional faculty shall not be required to schedule office hours on days in which they are not assigned a class.

### 6.1.3 Work Week

#### A. College Credit Instructors

The standard work week is to average forty (40) hours. The standard instructional work week shall consist of fifteen (15) LHE of classroom assignments, fifteen (15) hours of preparation, five (5) office hours, and five (5) hours of institutional service.

#### B. Non Credit Instructors

The standard work week is to average forty (40) hours. All full-time non-credit teaching faculty shall be assigned twenty-five (25) teaching hours per week. No less than five (5) of those teaching hours shall be released for program facilitation activities. Five (5) office hours shall be posted and maintained in accordance with the needs and convenience of students and the community.

#### C. Counselors

The standard work week for counselors shall average forty (40) hours, with thirty-five (35) hours assigned, including twenty-five (25) hours of direct student contact. The twenty-five (25) hours of student contact is defined as any counseling activity in which counseling service is provided to a student or students, including instruction, workshops, individual or group counseling. The remaining ten (10) hours can be used for official college assignments, such as coursework preparation, counseling preparation, institutional meetings, and other departmental activities (see Appendix M for instructional assignments) ratios within counselor loads).

Any assignments over and above thirty-five (35) hours per week shall be considered beyond contract assignments until one hundred ninety-two (192) days of service are completed.

The counseling administrator by mutual agreement with the counselor may modify the workweek schedule.

D. Coordinators, Contract Education Instructors, Health Services Faculty, Librarians, Special Services Faculty, and Other Categories not considered Traditional Instructional Faculty

The standard workweek for contract education instructors, librarians, coordinators special services faculty, and other categories not considered traditional instructional faculty is to average forty (40) hours with thirty-five (35) hours assigned. For classroom assignments which are taught as part of contract, ample preparation time consistent with district policy will be provided.

For Health Service faculty, the standard work week is to average forty (40) hours on campus.

Nursing instructors are not considered Health Services staff within the meaning of this section.

E. Part-time Credit Faculty

The maximum assignment for part-time faculty shall be limited to 67% of the hours per week considered a full-time assignment for faculty having comparable duties, except for assignments exempted from this limitation by statute. For classroom instructors, 67% of a comparable full-time assignment shall consist of no more than ten (10) LHE per semester of classroom assignments, and ten (10) hours of preparation, per semester.

The maximum workload for part-time counselors, contract education instructors, librarians, coordinators, special services faculty, Health Services faculty and other categories not considered traditional instructional faculty shall average 23 hours per week during the fall/spring semesters.

Any work performed by part-time faculty during the summer and intersession is exempt from the 67% load limitation.

6.1.4 Teaching Load – Credit Instructors

Normal teaching load for full-time credit faculty shall be thirty (30) teaching units per school year. Classes are normally equated in terms of one teaching unit (LHE) equaling one lecture hour. Laboratory units will be assigned on a 0.90 ratio of a lecture hour, effective January 1, 2015. With the consent of the instructor, variations in the normal teaching load may occur to provide for research and innovation. Effective July 1, 2017, the lab rate will be increased to 1.0 LHE for

extensive preparation courses (anthropology, geography, nursing and hard sciences) using proposed criteria. (See Appendix N.)

No contract will be issued for less than nine (9) LHE per semester. Regular college instructors employed on a partial basis shall be paid on a pro-rata rate.

Although the normal teaching load is fifteen (15) LHE per semester, faculty may have, with mutual agreement between the supervising administrator and the faculty member, more or less than fifteen (15) LHE per semester as long as thirty (30) LHE is obtained for the contract year. To qualify for a full teaching load, any faculty member with an assignment for fewer than fifteen (15) LHE during the fall semester may satisfy his or her contractual obligation by any of the following ways:

1. Carry a load in the spring semester which will, when combined with the fall load, equal thirty (30) LHE
2. Use banked LHE
3. Agree to a reduced contract.

For assignments in work experience and independent studies the load credits may be adjusted on the basis of student contact hours.

Instructors assigned to teach the following compositions courses, English 061, [English 099](#), English 101, English 102, English 103, EMLS 109, EMLS 110, and EMLS 112, ACE 102, ACE 116, [Paralegal Assistant 246](#), [Paralegal Assistant 248](#), Spanish 213, [Spanish 212](#), and qualifying composition courses meeting the same standard, shall receive an additional 0.5 LHE per section, paid at the part-time/beyond contract rate.

#### 6.1.5 Teaching Load – Non-Credit Instructors

Contract instructional loads may be annualized. Overloads may be assigned another semester or quarter to offset underloads for any one semester on an hour-for-hour basis.

#### 6.1.6 Beyond Contract

Full-time faculty with satisfactory performance will have first consideration for beyond contract, intersession, and summer school assignments within the college department of their primary assignment.

After full-time faculty in a department have been given the initial opportunity to accept or not accept such assignments, the remaining class sections will be assigned as follows:

When beyond contract, intersession or summer assignments are not available in departments of their primary assignment, full-time faculty with satisfactory performance (who have FSA's that qualify them to teach in other departments), will

receive consideration for those other assignments, after full-time faculty assigned to those departments and prior to part-time faculty. This section only applies to assignments at the college to which the full-time faculty member is currently assigned. This applies to assignments offered in categorically funded programs unless the program has specific qualifications or training included in the funding requirements.

After full-time faculty have had their first consideration opportunity for class assignments, part-time faculty will receive their opportunity for regular semester, intersession and summer school assignments. After a part-time faculty member has been offered and accepted such an assignment, that assignment cannot be rescinded and given to a full-time faculty member unless that assignment is required for the full-time faculty member to receive a full contract load.

A beyond contract assignment for college instructors will be limited to ten (10.0) LHE per semester. Exceptions may be granted by the appropriate College President or his/her designee. Office hours approximating one (1) hour per week for a four (4) LHE assignment will be maintained.

Each assigned teaching unit in excess of fifteen (15) in the fall semester will be compensated at the approved beyond contract rate. When extra pay has been received for the fall semester, and the spring semester assigned load is less than fifteen (15) LHE, the fall beyond contract assignment may be used to complete the spring semester assigned load. In this case, repayment of the fall extra pay amount will be made through salary deduction. Each assigned LHE in excess of thirty (30) in the academic year will be compensated at the approved beyond contract rate.

#### 6.1.7 Extended Contract

Non-teaching assignments requiring work beyond the 175 days in the standard contract for instructors, coordinators, librarians, staff shall be compensated for at the daily rate of 1/200 of the individual annual rate. Non-teaching assignments requiring work beyond the 192 days in the standard contract for counselors and health services faculty shall be compensated for at the daily rate of 1/220 of the individual annual rate. Non-teaching assignments requiring work beyond the 225 days for Public Safety Coordinator is 1/257 of the individual annual rate.

#### 6.1.8 Office Hours – (Full-time Teaching faculty)

Five (5) office hours per week shall be posted and maintained in the faculty members' offices in accordance with the needs and convenience of the students and community members. Faculty who teach online courses or are on approved leave shall have their office hours reduced by the ratio of 1 hour per 3 LHE of online courses taught.

## 6.2 NON-CONTRACT FACULTY EMPLOYMENT PREFERENCE RIGHTS

Preference rights, will be used for scheduling non-contract faculty beginning Fall 2021.

Teaching Faculty: Non-contract:

Preference Rights for non-contract teaching faculty shall be granted by the following criteria:

- Have been employed for eight (8) academic (fall or spring) semesters or more, and
- Have been assigned at least one (1) class in three (3) of the last four (4) semesters, and,
- Have received a rating of “meets expectations” in all categories in the two most recent evaluations.

Any non-contract faculty with employment preference rights shall have priority of assignment based on the priority lists established in Article 6.2.1, for one (1) class in their discipline, within the college and department in which the employment preference rights were earned. This priority of assignment shall be honored during fall and spring semesters only. This class will be assigned from those that the instructor has taught during the eight (8) academic (fall or spring) semesters or more time period and/or that the department chair and division dean mutually agree that the instructor is qualified to teach. The class assignment shall be made within the time period the non-contract faculty member has designated as preferable if appropriate classes are scheduled in that time period and are available for non-contract assignment. The non-contract faculty with employment preference rights shall be assigned a class in order of priority provided that the instructor is available to teach the class.

Non-Instructional Faculty: Non-contract

Preference Rights for non-instructional faculty shall be granted by the following criteria:

- Have been employed for eight (8) academic (fall or spring) semesters or more, and
- Have been assigned an average of at least six hours per week, which occurred in the most recent 4 semesters, and,
- Have received a rating of “meets expectations” in all categories in the two most recent evaluations.

Any non-contract faculty with employment preference rights shall have priority of assignment based on the priority lists established in Article 6.2.1, for six hours per week, within the college and department in which the employment preference rights were earned. This priority of assignment shall be honored during fall and spring semesters only. These hours will be assigned in areas from those that the faculty has worked during the eight semesters or more time period and/or that the department chair and division dean mutually agree that the faculty member is qualified to perform. The assignment shall be made within the time period the non-contract faculty member has designated as preferable if work is available during that time frame. The non-contract faculty with employment preference rights shall be assigned work hours in order of priority provided that the faculty is available to work.

~~Non-contract faculty who have been employed for eight (8) semesters or more, and have been assigned at least one class for at least three semesters which occurred in the most recent two (2) years, and whose two most recent evaluations indicate a rating of “meets expectations” in all categories shall be granted employment preference rights. Any non-contract faculty with employment preference rights shall have priority of assignment based~~

~~on the priority lists established in Article 6.2.1, for one (1) class in their discipline, within the college and department in which the employment preference rights were earned. This priority of assignment shall be honored during fall and spring semesters only. This class will be assigned from those that the instructor has taught during the four (4) years or more time period and/or that the department chair and division dean mutually agree that the instructor is qualified to teach. The class assignment shall be made within the time period the non-contract faculty member has designated as preferable if appropriate classes are scheduled in that time period and are available for non-contract assignment. The non-contract faculty with employment preference rights shall be assigned a class in order of priority provided that the instructor is available to teach the class.~~

- 6.2.1 Priority Lists: Reemployment preference priority rights will be based upon all courses/work areas the ~~instructor~~ faculty has previously taught/worked at their college within their department discipline during the eight (8) academic semesters or more period and/or those that the department chair and division dean mutually agree that the instructor is qualified to teach/work. ~~Divisions~~ The District shall establish priority lists of faculty by discipline. The lists shall be ordered by initial date of hire into their college within their department discipline, then if a tie, by the number of sections previously taught/average number of hours per week at their college within their department discipline, and then if a tie, by lottery.
- 6.2.2 Suspension of Employment Preference Right: This employment preference right is suspended when a non-contract faculty member receives an evaluation performance rating of “does not meet expectations” in any category or has a break in service wherein the non-contract faculty member has not taught/worked in Fall or Spring semesters for four (4) semesters ~~two (2) years~~ or more. The employment preference right is reinstated when the non-contract faculty member receives two (2) consecutive “meets expectations” evaluations for all methods of evaluation. These evaluations will occur the next two (2) semesters that the ~~instructor~~ faculty actually teaches/works and will include ~~classroom~~ visitations and student evaluations.
- 6.2.3 Contingent Status of Re-employment: In all cases, non-contract faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes. No non-contract faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that non-contract temporary faculty member.

## 6.3 OTHER FACULTY DUTIES – CREDIT AND NON-CREDIT

### 6.3.1 Council Assignments, Meetings

Participation in council or committee assignments, course development, meetings, conferences, office hours and other college/district activities is a part of the contractual responsibility.

### 6.3.2 Commencement

Full-time faculty members shall participate in the commencement ceremony for the college or continuing education school to which they are primarily assigned.

### 6.3.3 Release Time, Compensation and Stipends for Extra Service Assignments

The District shall compute, according to established criteria, the annual released time and stipend recommendations for extra service assignments. Such stipends and released time shall be subject to the approval of the Board of Trustees upon the recommendation of the Chancellor. The Association will be informed of changes in the released time allotment in a timely manner.

Additional responsibilities for faculty shall be compensated on a ratio of 1 LHE for every 36 hours of required work.

### 6.3.4 Large Group Instruction (LGI)

Extra pay and instructional aide (IA) hours will be allocated in accordance with the chart listed below. Sections for LGI qualification must be pre-approved. Enrollment limits will be pre-determined at the beginning of the registration period. Limit and LGI qualification changes require administrative approval.

Qualification counts for the Bonus LHE and weekly instructional aide hours are determined on the final date of late registration. Head count may be required and/or substituted for the computer count. For eight (8) week classes, instructional aide hours will be provided to LGI classes at 1.5 times the rates in the table below. Aide hours for terms of other lengths may be prorated within this framework.

	LHE bonus factor per 3 LHE Class	IA Hours Weekly per 3 LHE class	Additional Weekly Office Hours per 3 LHE class
<b>60 to 69</b>	0	5	0.50
<b>70 to 79</b>	0.75	5	0.50
<b>80 to 89</b>	1.50	7	1.00
<b>90 to 99</b>	2.25	7	1.00
<b>100 to 119</b>	3.00	9	1.50
<b>120 to 139</b>	3.75	11	1.50
<b>140 to 159</b>	4.50	13	2.00
<b>160 &amp; above</b>	5.25	15	2.00

### 6.3.5 Department/Chair Duties, Released Time/and Compensation

The duties and responsibilities common to all department chair assignments are presented in Appendix K-1. The released time for instructional department chair

## ARTICLE 7 SALARIES

### 7.1 SALARY SCHEDULES – CONTRACT YEAR

7.1.1 The parties agree to the institutional goal to maintain not less than ninth (9<sup>th</sup>) place in the relative rank of the tenth active step on Class VI. Relevant salary schedules in effect on March 1, 2022 ~~of each year~~ will be reviewed by March 31, 2022 ~~of each year~~ to determine relative rank. Basic Aid districts shall be excluded from the ranking determination. Any additional compensation required to maintain relative rank will be negotiated for the successor agreement ~~paid on schedule effective on the subsequent July 1 after negotiations are complete~~. The percentage adjustment required to maintain not less than ninth (9<sup>th</sup>) place shall be figured by determining the percent increase needed to maintain relative rank at the tenth active step on Class VI and applying that same percent to each class and step.

The parties have entered into a Memorandum of Understanding (MOU) forming a Joint Task Force on salaries ~~the 9<sup>th</sup> Place Ranking~~. The MOU is incorporated herein by reference.

A. ~~2017/18~~ 2019-2020 Salary: The 2018-19 ~~interim 2016/17~~ faculty salary schedules will be increased by 43.546% effective the ~~retroactive to the~~ first day of the unit member's respective work year for 2019-20 ~~2017/18~~ as defined in Article 6.1.1- Work Year.

2020-2021 Salary: The 2019-2020 faculty salary schedules will be increased by 4% effective the first day of the unit member's respective work year for 2020-21 as defined in Article 6.1.1 – Work Year.

2021-2022 Salary: The 2020-2021 faculty salary schedules will be increased by 4% effective the first day of the unit member's respective work year for 2021-22 as defined in Article 6.1.1 – Work Year.

For purposes of implementing the salary increases, part-time unit members will be deemed to have the same work year as their respective full-time counterparts.

~~B. 2018/19 Salary: The 2017/18 faculty salary schedules will be increased by 1.894% effective the first day of the unit member's respective work year for 2018/19 as defined in Article 6.1.1 – Work Year. For purposes of implementing the salary increases, part-time unit members will be deemed to have the same work year as their respective full-time counterparts. These schedules will be the basis for future salary negotiations and are included as Appendices E-J.~~

BC. The salary schedule for faculty on one hundred seventy-five (175) day contract is shown in Appendix E. The salary schedule for counselors and Health Services faculty on 192 day contracts is shown in Appendix F. The salary schedule for Public Safety and Institutional Effectiveness & Assessment Coordinators on 225 day contracts is shown in Appendix G.

### 7.1.2 Class Placement Requirements for Initial Placement and/or Class Changes

## 7.6 REPAYMENT OF OVERPAYMENT

In the event of an overpayment to a unit member, the District agrees to make every effort to work out an acceptable repayment plan with the affected employee. ~~If the overpayment is for an amount more than \$100, and the employee and District are unable to agree on a repayment plan, the District agrees not to withhold more than ten percent (10%) of the amount owed from each paycheck (excluding summer pay) until such overpayment is repaid.~~ Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued, within five (5) days after discovery of the error or the unit member provides notice to the payroll department, whichever occurs first.

## Rancho Santiago Community College District

***Santa Ana College***

Non Credit Program Department Chair Assignments are subject to negotiated salary increases.

Non-Instructional Department Chair Assignments	LHE/Semester
Library	3
Student Services	3
Counseling	6
Non-Credit Program Department Chair Assignments	Stipend/Semester
Adult Basic Education	<del>\$1,513</del> <u>1574</u>
Business Skills	<del>\$1,513</del> <u>1574</u>
Counseling	<del>\$1,600</del> <u>1664</u>
Disabled Students Programs & Services	<del>\$648</del> <u>674</u>
ESL	<del>\$2,594</del> <u>2698</u>
High School Subjects	<del>\$1,513</del> <u>1574</u>

***Santiago Canyon College***

Non-Instructional Department Chair Assignments	LHE/Semester
Disabled Students Programs & Services	1.5
Library	3
Counseling	6
Non-Credit Program Department Chair Assignments	Stipend/Semester
Adult Basic Education (representative)	\$0
Business Skills	<del>\$1,513</del> <u>1574</u>
Counseling	<del>\$1,600</del> <u>1664</u>
ESL	<del>\$2,594</del> <u>2698</u>
High School Subjects	<del>\$1,513</del> <u>1574</u>
Older Adults	

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (The District)  
AND  
THE FACULTY ASSOCIATION OF THE RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT (FARSCCD)**

Salary Task Force  
September 18, 2019

WHEREAS, the Parties would like to take time to review the 9<sup>th</sup> place ranking adjustment calculation and application in preparation for bargaining for a successor collective bargaining agreement (CBA);

THEREFORE, the District and FARSCCD will form a task force whose purpose is to review the 9<sup>th</sup> place ranking adjustment calculation and application and make a recommendation to the Parties' bargaining teams on this matter in preparation for bargaining for a successor CBA.

The District and FARSCCD agree to the following:

1. A joint task force (JTF) made up of a total of six individuals: three members selected by FARSCCD and three members selected by the District, co-chaired by the Chancellor and FARSCCD President, will meet to review the 9<sup>th</sup> place ranking adjustment calculation and application and make a recommendation to the Parties' bargaining teams on this matter in preparation for bargaining for a successor CBA.
2. The JTF may meet as frequently as deemed appropriate by the members, but will meet at least once per month unless otherwise determined by the JTF members. The first meeting will be held no later than the second week of February 2021.
3. The JTF's recommendation will be submitted to the Parties' bargaining teams in writing no later than June 30, 2021. This recommendation is advisory only for the purpose of informing bargaining for the successor agreement. Neither party shall be required to accept the recommendation of the JTF.
4. This MOU is in no way intended, and shall in no way be construed, to alter or restrict rights guaranteed to either party under applicable local, state or federal law, rule, policy, or agreement; nor shall this MOU be construed to establish a past practice or precedent.

For The District

For FARSCCD

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (The District)  
AND  
THE FACULTY ASSOCIATION OF THE RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT (FARSCCD)**

**X-FACTOR WORKGROUP**

September 19, 2019

The parties agree that the Department Chair LHE and X-Factors have been assigned for Fall 2019. During the Fall 2019 semester the parties will meet in a workgroup to clarify the data and formula computations and revise Appendix K-3 as needed. The product of this workgroup will be negotiated for effect beginning Spring 2020.

For The District

For FARSCCD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (The District)  
AND  
THE FACULTY ASSOCIATION OF THE RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT (FARSCCD)**

**EVALUATION WORKGROUP**

September 19, 2019

The parties agree to create a workgroup of FARSCCD, Academic Senate and the District to revise the evaluation process (Article 8) and forms related to evaluation, starting Spring 2020.

For The District

For FARSCCD

\_\_\_\_\_ Date

\_\_\_\_\_ Date

Memorandum of Understanding  
Between  
The Faculty Association of the Rancho Santiago Community College District  
And  
The Rancho Santiago Community College District

September 16, 2019

**Operational Clarifications of Article 8: Evaluation**

1. When an evaluatee teaches both online and in-person classes, the evaluators do not need to complete observations for classes from both modalities to comply with Article 8.
2. In the event an evaluator who has training in online education or experience in the subject matter to conduct the observation of an online class is not available:
  - a. If the evaluatee teaches an in-person class, that is the class that will be observed.
  - b. If the evaluatee does not teach an in-person class, a tenured evaluator will who has training in online education will be selected in consultation with the Academic Senate.
3. Student and colleague surveys will be conducted and scored by the District in a uniform and consistent manner. The average scores will exclude “not-applicable” and “I don’t know” answers from the denominator.

This MOU is effective immediately upon signature by the representative of each party.

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For the District

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For the Association

**MEMORANDUM OF UNDERSTANDING (MOU)  
BEWTEEN  
THE RANCHO SANTIAGO COMMUNITY COLEGE DISTRICT (The District)  
AND  
THE FACULTY ASSOCIATIN OF THE RANCHO SANTIAGO COMMUNITIY  
COLLEGE DISTRICT (FARSCCD)**

October 4, 2019

The District and FARSCCD agree that Appendix N determines the criteria for extensive preparation laboratory classes. Additional labs will be added in consultation with the Division Dean and the Vice President of Academic Affairs in discussion with District Human Resources and FARSCCD.

Once the labs are approved, each lab will be memorialized on the 1:1 Lab List.

For the District

 10/4/19

For FARSCCD

 10-04-19

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (The District)  
AND  
THE FACULTY ASSOCIATION OF THE RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT (FARSCCD)**

Article 2 – Effect of Agreement

October 4, 2019

The parties agree to update Article 2 calendar dates from 2017 to 2022.

For The District

  
\_\_\_\_\_  
Date 10/4/19

For FARSCCD

  
\_\_\_\_\_  
Date 10-4-19

# 2019-2021 Dept Chair LHE Calculations

Average of Fall 2017 & Spring 2018 semester data

FTES (EMT & RG540: Census, w/ Non-Resident)

Sections (EMT & RG540 data)

Fac Hd Ct (EMT Query)

Stacked sections

reduction factor

Updated Max LHE (exact)	15.07
Minimum Chair LHE	0.5
*Normalization Factor	2.90
Weight factor	0.25
Column divisor	129.6

SAC's MATH dept.

0.50

LHE data

2019-2021

w/o X-factor

Division	SAC Department Chairs	Base LHE	FTES	LHE for FTES	Sections Offered	Stacked Sections	Sections Used	LHE for Sect Used	Fac Hd Ct FT & PT	LHE for Fac Hd Ct	Faculty FTEF	LHE for FTEF	Unround Formula LHE	Rounded Formula LHE	LHE data 2015/16
BUS	Accounting, Banking & Business Admin.	0.5	230.57	1.29	88.50	5.50	85.8	3.41	44.00	1.04	16.16	0.68	6.93	7.0	7.5
BUS	Business Applications & Technology	0.5	48.94	0.27	23.50	4.00	21.5	0.86	11.00	0.26	3.50	0.15	2.04	2.0	2.5
BUS	Computer Science	0.5	86.40	0.48	29.00	0.00	29.0	1.15	14.50	0.34	5.96	0.25	2.73	2.5	2.5
BUS	Engineering	0.5	53.75	0.30	28.50	13.50	21.8	0.87	13.00	0.31	3.70	0.16	2.13	2.0	2.5
BUS	Global Bus & Entrep/Mgmt/Mktg	0.5	31.48	0.18	19.50	6.50	16.3	0.65	10.50	0.25	1.74	0.07	1.65	1.5	2.0
BUS	Legal Studies	0.5	45.94	0.26	28.50	4.50	26.3	1.05	18.00	0.43	4.23	0.18	2.41	2.5	2.0
FPA	Art/Photography	0.5	260.92	1.46	104.00	34.00	87.0	3.46	30.50	0.72	18.86	0.80	6.95	7.0	7.0
FPA	Communications/Media Studies	0.5	26.52	0.15	12.00	6.00	9.0	0.36	2.00	0.05	2.07	0.09	1.14	1.0	1.0
FPA	Communication Studies (Speech)	0.5	168.46	0.94	59.50	1.00	59.0	2.35	15.50	0.37	11.70	0.50	4.65	4.5	5.0
FPA	Dance	0.5	42.68	0.24	38.00	21.00	27.5	1.10	11.00	0.26	4.43	0.19	2.28	2.5	2.5
FPA	Music	0.5	103.61	0.58	83.50	40.50	63.3	2.52	20.50	0.49	8.24	0.35	4.43	4.5	4.5
FPA	Theatre Arts	0.5	30.69	0.17	11.50	3.50	9.8	0.39	6.50	0.15	2.90	0.12	1.34	1.5	1.5
FPA	TV/Video Communications	0.5	49.46	0.28	27.50	12.00	21.5	0.86	7.00	0.17	3.44	0.15	1.94	2.0	2.0
HSS	American Sign Language	0.5	53.44	0.30	14.50	0.00	14.5	0.58	6.50	0.15	3.71	0.16	1.69	1.5	1.5
HSS	English Multilingual Studies	0.5	87.49	0.49	20.50	0.00	20.5	0.82	10.50	0.25	7.49	0.32	2.37	2.5	2.5
HSS	English	0.5	490.86	2.75	132.50	0.50	132.3	5.27	53.50	1.27	38.60	1.64	11.42	11.5	11.0
HSS	History	0.5	147.95	0.83	44.00	2.00	43.0	1.71	13.00	0.31	8.40	0.36	3.70	3.5	4.0
HSS	Philosophy	0.5	79.78	0.45	18.50	0.00	18.5	0.74	8.00	0.19	4.33	0.18	2.06	2.0	2.0
HSS	Political Science	0.5	101.39	0.57	22.50	0.50	22.3	0.89	5.00	0.12	4.65	0.20	2.27	2.5	2.5
HSS	Psychology	0.5	133.86	0.75	35.50	0.50	35.3	1.40	9.50	0.23	7.44	0.32	3.19	3.0	3.0
HSS	Reading	0.5	38.56	0.22	18.50	0.00	18.5	0.74	5.00	0.12	3.63	0.15	1.72	1.5	2.5
HSS	Anthro, Sociology & Women's Studies	0.5	140.44	0.79	38.00	1.00	37.5	1.49	14.00	0.33	7.40	0.31	3.42	3.5	3.5
HSS	Economics & Geography	0.5	91.95	0.51	28.00	0.00	28.0	1.12	8.00	0.19	5.40	0.23	2.55	2.5	2.5
HSS	Ethnic & Chicano Studies	0.5	23.82	0.13	8.00	0.00	8.0	0.32	5.50	0.13	1.00	0.04	1.12	1.0	1.0
HSS	Modern Languages (C/F/I/J/S/V)	0.5	159.40	0.89	41.00	4.50	38.8	1.54	24.50	0.58	11.89	0.50	4.02	4.0	4.5
HST	Criminal Justice (SAC & SCC)	0.5	107.26	0.60	25.50	1.50	24.8	0.99	15.00	0.36	5.33	0.23	2.67	2.5	3.0
HST	Manufacturing Technology	0.5	55.01	0.31	51.00	28.00	37.0	1.47	10.00	0.24	4.95	0.21	2.73	2.5	3.0
HST	Occupational Therapy Asst / Studies	0.5	76.35	0.43	14.50	0.00	14.5	0.58	6.00	0.14	3.76	0.16	1.81	2.0	2.0
HST	Pharmacy Technology	0.5	31.93	0.18	34.00	15.00	26.5	1.06	5.50	0.13	3.60	0.15	2.02	2.0	2.0
HST	Speech-Language Pathology Asst	0.5	20.70	0.12	7.50	1.00	7.0	0.28	4.50	0.11	1.33	0.06	1.06	1.0	1.5
HST	Auto Tech/Diesel/Welding	0.5	144.06	0.81	58.50	36.00	40.5	1.61	18.00	0.43	8.68	0.37	3.71	3.5	4.0
HST	Education & Child Development	0.5	157.11	0.88	54.00	2.50	52.8	2.10	24.50	0.58	10.35	0.44	4.50	4.5	4.5
HST	Fashion Dsgn Mrch/Nutrition/Culinary	0.5	61.23	0.34	49.00	20.50	38.8	1.54	18.00	0.43	6.04	0.26	3.07	3.0	2.5

*in contract*  
*10/4/19*  
*Fall 2019 only.*

HST	Fire Technology	0.5	170.97	0.96	35.00	0.00	35.0	1.39	12.00	0.28	2.63	0.11	3.25	3.0	3.5
KINES	Kinesiology	0.5	245.18	1.37	104.00	28.50	89.8	3.57	47.00	1.11	18.01	0.76	7.32	7.5	7.0
SMHS	Biology	0.5	412.35	2.31	71.00	3.50	69.3	2.76	34.50	0.82	20.81	0.88	7.26	7.5	7.5
SMHS	Chemistry	0.5	196.26	1.10	29.00	0.00	29.0	1.15	20.00	0.47	13.94	0.59	3.82	4.0	3.5
SMHS	Mathematics	0.5	790.35	4.42	158.50	0.00	158.5	6.31	74.00	1.75	49.08	2.08	15.07	15.0	15.0
SMHS	Medical Assistant	0.5	56.45	0.32	14.50	0.00	14.5	0.58	2.00	0.05	2.62	0.11	1.55	1.5	1.5
SMHS	Health Sciences: Nursing & EMT	0.5	181.30	1.01	57.00	0.00	57.0	2.27	32.50	0.77	29.54	1.25	5.81	6.0	5.0
SMHS	Physical Sciences (AS/ES/GE/PH/PS)	0.5	141.76	0.79	36.50	3.00	35.0	1.39	18.50	0.44	8.35	0.35	3.48	3.5	3.5
<b>SAC Total</b>														<b>148.5</b>	<b>152.0</b>

Division	SCC Department Chairs	Base LHE	FTEs	LHE for FTEs	Sections Offered	Stacked Sections	Sections Used	LHE for Sect Used	Fac Hd Ct FT & PT	LHE for Fac Hd Ct	Faculty FTEF	LHE for FTEF	Unround Formula LHE	Rounded Formula LHE	LHE data 2015/16
AHSS	American College English	0.5	12.00	0.07	5.0	0.0	5.0	0.20	2.0	0.05	1.4	0.06	0.87	1.0	1.0
AHSS	ANTH/ECON/GEOG	0.5	119.55	0.67	31.00	0.50	30.8	1.22	12.50	0.30	6.23	0.26	2.95	3.0	3.0
AHSS	Fine Arts	0.5	77.30	0.43	20.0	0.0	20.0	0.80	8.0	0.19	4.2	0.18	2.10	2.0	2.0
AHSS	Communications	0.5	117.61	0.66	39.0	0.5	38.8	1.54	13.0	0.31	7.9	0.33	3.34	3.5	3.5
AHSS	English	0.5	320.59	1.79	95.0	8.0	91.0	3.62	33.0	0.78	24.5	1.04	7.74	7.5	7.5
AHSS	History	0.5	132.29	0.74	36.5	0.0	36.5	1.45	11.5	0.27	7.3	0.31	3.28	3.5	3.0
AHSS	Modern Languages (5 disciplines)	0.5	90.03	0.50	20.00	0.00	20.0	0.80	12.00	0.28	7.07	0.30	2.38	2.5	2.5
AHSS	Performing Arts ( 3 disciplines)	0.5	91.29	0.51	38.00	11.50	32.3	1.28	12.50	0.30	5.05	0.21	2.81	3.0	2.5
AHSS	Philosophy	0.5	73.01	0.41	18.0	0.0	18.0	0.72	4.5	0.11	4.1	0.17	1.91	2.0	2.5
AHSS	Political Science	0.5	92.46	0.52	24.5	1.0	24.0	0.96	4.5	0.11	4.8	0.20	2.28	2.5	2.5
AHSS	Psychology	0.5	122.44	0.68	27.0	0.0	27.0	1.08	9.0	0.21	5.9	0.25	2.72	2.5	2.5
AHSS	Reading	0.5	10.48	0.06	5.0	0.0	5.0	0.20	2.0	0.05	0.8	0.03	0.84	1.0	1.0
AHSS	Social Sciences (5 disciplines)	0.5	93.85	0.52	25.50	0.00	25.5	1.02	5.50	0.13	5.10	0.22	2.39	2.5	2.5
BCTE	Business (6 disciplines)	0.5	202.03	1.13	70.50	5.50	67.8	2.70	25.00	0.59	12.77	0.54	5.46	5.5	4.5
BCTE	Child Development	0.5	37.87	0.21	15.5	1.0	15.0	0.60	8.0	0.19	3.0	0.13	1.63	1.5	1.5
BCTE	Public Works	0.5	55.18	0.31	21.50	0.00	21.5	0.86	12.00	0.28	3.46	0.15	2.10	2.0	0.0
CSS	Education	0.5	11.70	0.07	5.5	0.0	5.5	0.22	3.0	0.07	1.0	0.04	0.90	1.0	1.0
MS	Astronomy	0.5	45.02	0.25	12.0	0.0	12.0	0.48	2.0	0.05	2.4	0.10	1.38	1.5	1.5
MS	Biology	0.5	253.74	1.42	40.0	0.0	40.0	1.59	18.0	0.43	13.1	0.56	4.49	4.5	4.5
MS	Chemistry	0.5	156.57	0.88	23.0	0.0	23.0	0.92	13.0	0.31	11.2	0.47	3.07	3.0	2.5
MS	Earth Sciences	0.5	33.72	0.19	8.5	0.0	8.5	0.34	2.5	0.06	1.8	0.08	1.16	1.0	1.5
MS	KIN & NUTR	0.5	127.86	0.72	61.00	23.00	49.5	1.97	18.00	0.43	9.96	0.42	4.03	4.0	4.0
MS	Mathematics	0.5	510.42	2.86	115.5	0.0	115.5	4.60	48.50	1.15	29.61	1.25	10.36	10.5	11.5
MS	Physics & Engineering (3 disciplines)	0.5	61.31	0.34	10.50	0.00	10.5	0.42	5.50	0.13	3.37	0.14	1.53	1.5	1.5
<b>SCC Total</b>														<b>72.5</b>	<b>70.0</b>

# RSCCD CREDIT INSTRUCTIONAL CALENDAR 2020 - 2021

10-01-19  
  


Sun	Mon	Tue	Wed	Thu	Fri	Sat
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## AUGUST

9	10	11	12	13	14	15
16	17	18	19	20	21	22

Faculty Projects: August 17-19; Common Days 20 & 21

**Start Fall 2020 Semester - August 24**

Labor Day: September 7

## SEPTEMBER

6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

End of 8th week: October 18

## OCTOBER

4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Veterans Day: November 11

## NOVEMBER

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5

Thanksgiving: November 26-27

## DECEMBER

6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

Christmas Holiday: December 25

New Years Day: January 1

**Start Four-week Intercession - January 4**

Martin Luther King Holiday: January 18

## JANUARY

3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

End of Intercession 2020

Faculty Projects: Feb 1-3; Common Days Feb. 4 & 5

**Start Spring 2021 Semester - February 8**

Lincoln's Birthday: February 12 (Observed)

Presidents' Day: February 15

## MARCH

7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

Cesar Chavez Day: March 31 (End of 8th week)

Spring Break

## APRIL

4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

Memorial Day: May 31

Santiago Canyon College Commencement: June 3

Santa Ana College Commencement: June 4

End of Spring 2021

## JUNE

6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Start Summer 2021 - June 14

Independence Day: July 5 (Observed); July 4

## JULY

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

End Summer 2021

## AUGUST

1	2	3	4	5	6	7
8	9	10	11	12	13	14

Board Approved:

6.3 (28)

# RSCCD CREDIT INSTRUCTIONAL CALENDAR 2021 - 2022

10/4/19  
10<sup>30</sup> or  
*[Handwritten signatures]*

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
AUGUST	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31	1	2	3	4
SEPTEMBER	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	1	2
OCTOBER	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31	1	2	3	4	5	6
NOVEMBER	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	1	2	3	4
DECEMBER	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	1
JANUARY	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31	1	2	3	4	5
FEBRUARY	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	1	2	3	4	5
MARCH	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31	1	2
APRIL	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
MAY	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31	1	2	3	4
JUNE	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	1	2
JULY	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31	1	2	3	4	5	6
AUGUST	7	8	9	10	11	12	13

*Feb. 1 grade due*

Faculty Projects: August 16-18; Common Days 19 & 20

**Start Fall 2021 Semester - August 23**

Labor Day: September 6

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End of 8th week

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Veterans Day: November 11

Thanksgiving: November 25-27

**End Fall 2021 Semester**

Christmas Holiday: December 24 (Observed); December 25

New Years Day: December 31 (Observed); January 1

**Start Four-week Intersession - January 3**

Martin Luther King Holiday: January 17

**End of Intersession 2022**

Faculty Projects: Jan 31 -Feb 2; Common Days Feb. 3 & 4

**Start Spring 2022 Semester - February 7**

Lincoln's Birthday: February 18 (Observed)

Presidents' Day: February 21

Cesar Chavez Day: March 31 (End of 8th week)

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Spring Break

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Memorial Day: May 30 (Observed)

Santa Ana College Commencement: June 2

Santiago Canyon College Commencement: June 3

**End of Spring 2022 Semester**

**Start Summer 2022 - June 13**

Independence Day: July 4

**End Summer 2022**

Board Approved:

6.3 (29)

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA  
ANNUAL CONVENTION  
Riverside, California–November 21-23, 2019

1 Board Member  
(Zeke Hernandez)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA  
ANNUAL LEGISLATIVE CONFERENCE  
Sacramento, California–January 26-27, 2020

1 Board Member  
(Zeke Hernandez)

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

**Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings**

Resolution No. 19-24

**Whereas**, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

**Whereas**, on September 23, 2019, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

**Whereas**, Trustee Nelida Mendoza was not present at the board meeting; and

**Whereas**, the board has determined that Trustee Mendoza’s absence was due to illness;

**NOW, THEREFORE, BE IT RESOLVED** that Trustee Mendoza shall be paid at the regular rate of compensation for the board meeting on September 23, 2019.

Dated this 14<sup>th</sup> day of October 2019.

Ayes:  
Noes:  
Absent:  
Abstain:

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Marvin Martinez  
Secretary to the Board of Trustees