

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

**PROGRAM SUPPORT AGREEMENT
HIGH SCHOOL ROBOTICS PROGRAM**

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

SEPTEMBER 1, 2018 – DECEMBER 31, 2018

This Program Support Agreement ("Agreement") between Santa Clarita Community College District ("District"), a California community college district and political subdivision of the State of California, and William S. Hart Union High School District ("Organization"). District and Organization are also referred to collectively as the "Parties" and individually as "Party."

In consideration of the premises and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties' signatures, the Parties agree as provided in this Agreement.

1. **SCOPE OF AGREEMENT.** The District desires to support the development of the future manufacturing workforce by providing a financial support award to the School District's robotics program at West Ranch High School ("Robotics Program"). District will provide the award listed in Section 5 below to partially fund the overall costs of operating the Organization's Robotics Program during the 2018 – 2019 school year.

2. **TERM.** This Agreement shall commence on **September 1, 2018, and shall continue in full force and effect thereafter until and including December 31, 2018, ("Term")** unless this Agreement is terminated during the Term as provided below in this Agreement.

3. **DUTIES AND OBLIGATIONS.** Organization will execute each item listed in Exhibit A- the Request For Application, attached hereto and made part hereof. The Robotics Program Work Plan must be submitted to the District by September 14, 2018, and all subsequent reports will be delivered to the District in accordance with the due dates as outlined in Exhibit A. Should Organization be a school district and multiple schools within a district receive an award, a Robotics Program Work Plan and a Robotic Program Work Plan Progress Report must be provided from each school. Organization will also include the logos of the funding programs as shown on the attached Exhibit A (Appendix C), on any Robotics Program marketing materials, banners, websites, and social media where supporters and sponsors of the Program are recognized, if any.

4. **TERMINATION OF AGREEMENT.** Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. Notice shall be deemed given when received by the Organization or no later than three (3) days after the day of mailing, whichever is sooner. In such case, Organization shall return to District any award received within thirty (30) days.

5. **COMPENSATION AND INVOICING.** District shall award the Organization a total amount of **Three Thousand Dollars (\$3,000.00)** ("Award"). Check(s) shall be made payable to: **West Ranch High School ASB**

- A. **Initial Award Payment.** The District will provide Sixty Percent (60%) of the Award within thirty (30) days of receipt of this fully-executed Agreement and receipt of the Organization's Robotics Program Work Plan Progress Report. Additionally, the Organization shall provide an invoice to the District for Sixty Percent (60%) of the Award stating, "Initial 60% Award Payment Due" in Accordance with the High School Robotics Program Support Agreement.
- B. **Final Award Payment.** The final Forty Percent (40%) of the Award will be provided by the District upon receipt of the Organization's Robotics Program Work Plan Final Report to be provided to the District by December 3, 2018. Additionally, the Organization shall provide an invoice to the District for Forty Percent (40%) of the Award, stating "Final 40% Award Payment Due" in Accordance with the High School Robotics Program Support Agreement.
- C. **Final Report.** If the Organization's Robotics Program Work Plan Final Report is not received at the District by December 3, 2018 and accompanied by the Final Invoice, the Organization shall reimburse the District for the Initial Sixty Percent (60%) Award Payment and will forfeit the final Forty Percent (40%) Award Payment. Organization shall make such payment to District by December 31, 2018. In addition, any funds not expended pursuant to the Robotics Program Work Plan by the Organization before December 31, 2018, must also be reimbursed back to the District. Organization shall make such payment to District by December 31, 2018.
- D. **Invoice.** District shall pay Organization after District's Board of Trustee ("Board") approval and pursuant to invoice submitted by Organization. Invoices shall include the invoice date and Organization's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Organization and properly executed by the District and the Organization has submitted a

completed Vendor Form/Substitute Form W-9 to College's Contract, Procurement and Risk Management Services Department.

6. **FUNDING.** The Award contemplated as part of this Agreement is made possible by a one-time grant by the California Community Colleges Economic and Workforce Development Program and should not be expected to be available in future years. School District shall assist College to ensure compliance with all reporting requirements.

7. **USE OF COLLEGE'S TRADEMARK/LOGO.** School District must obtain written approval from College's Public Information Office ("PIO") to use the College's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish School District with camera-ready artwork for such use. Such permission does not apply to the use of funding program logos reference in Section 3 above. College, at its sole discretion, may limit or otherwise place conditions on School District's use of College's name, and/or logos in which case such limitations shall be incorporated into this Agreement. School District shall not revise, change, or otherwise alter any material related to College's name and/or logo without written consent from College.

8. **INSURANCE.** School District agrees to maintain, in full force and effect, at School District's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) 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).

School District agrees to name the Santa Clarita Community College District, College of the Canyons Foundation, College's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). School District shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the College, which shall be subject to the College's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to College, Attn: Contract, Procurement and Risk Management Services, 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.

9. **INDEMNIFICATION.** School District agrees to defend, hold harmless and indemnify the College, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by School District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by College. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

10. **TRANSPORTATION.** School District hereby acknowledges and understands that the College is in no way responsible for, nor does College assume any liability for, any injury or loss which may result from School District's transportation for which the School District shall indemnify the College in accordance with Section 9 above.

11. **GENERAL PROVISIONS.**

- A. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.
- B. **Applicable Law, Venue, and Interpretation.** This Agreement, and the Parties' rights and obligations, are to be governed by and construed in accordance with California laws. If any action is instituted to enforce or interpret this Agreement, the venue of any such action shall be in the appropriate state or federal court in Los Angeles County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by the College. The provisions of this Agreement are to be construed in all cases as a whole, according to their fair meaning, and not strictly for or against any Party.
- C. **Independent Contractor.** School District is an independent contractor. School District and all of School District's officers, employees, and agents are not officers, employees, or agents of the College. School District understands and agrees that he/she is not entitled to benefits of any kind normally provided employees of the College, including, but not limited to, State Unemployment Compensation or Worker's Compensation. School District should be aware the IRS regulations require the College to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year.
- D. **Compliance with Applicable Laws.** In performing each Party's respective obligations under this Agreement, each Party shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances applicable to this Agreement.

E. Notices. All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

College: Santa Clarita Community College District
 Attn: Assistant Superintendent/VP Business Services
 26455 Rockwell Canyon Road
 Santa Clarita, CA 91355
 Phone: (661) 362-3476
 Fax: (661) 362-5480

School District: William S. Hart Union High School District
 Attn: Jossica Jacquez
 26255 Valencia Blvd
 Stevenson Ranch, CA 91381
 Phone: (661) 222-1220 x429
 Email: jjacquez@hartdistrict.org

A Party may change its/his/her designated representative and/or address for 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.

- F. Assignment. The obligations of the School District pursuant to this Agreement shall not be assigned by the School District without the express, written approval of the College.
- G. 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.
- H. Approval by College's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against College unless and until College's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

IN WITNESS WHEREOF, Parties hereby agree.

SCHOOL DISTRICT

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: 
 Signature of Authorized Representative
 Print Name Ralph Paschek
 Print Title Chief Financial Officer
 Date 11/14/18

BY: _____
 Signature of Authorized Representative
 Print Name Jeffrey Forrest
 Print Title Vice President, Workforce and Economic Development
 Date _____
 College's Board of Trustee's Approval/Ratification Date December 6, 2006

<u>College Initiating Department</u>	<u>DSN – Advanced Manufacturing</u>
<u>College Contact Name</u>	<u>Michael Bastine</u>
<u>College Contact Extension</u>	<u>3111</u>
<u>Funding Source (G/L Account)</u>	<u>095635 and 493708</u>

EXHIBIT A



**REQUEST FOR APPLICATIONS (RFA)
FOR
ROBOTICS PROGRAM AWARDS**

INTRODUCTION

The Santa Clarita Community College District and its College of the Canyons, as host of the California Community Colleges Economic and Workforce Development (EWD) Program's Deputy Sector Navigator, Advanced Manufacturing grant, is seeking applications from robotics programs located within California Community College's South Central Coast Region for financial support awards for the 2018-2019 school year.

NOTICE IS GIVEN

That College of the Canyons will receive applications from regional programs as outlined in this RFA at the following email address - michael.bastine@canyons.edu:

SUBMITTAL DUE: 5:00 P.M. Pacific Daylight Time, September 14, 2018

Note: The awards contemplated as part of this RFA are made possible by a one-time grant by the California Community Colleges Economic and Workforce Development Program and should not be expected to be available in future years.



Doing What Matters
FOR THE ECONOMY

1. BACKGROUND

The California Community Colleges Chancellor's Office has selected the Santa Clarita Community College District ("District") and its College of the Canyons ("College") to host the South Central Coast Regional Consortium's Deputy Sector Navigator, Advanced Manufacturing grant. This is a regional leadership position that works with manufacturing programs at the consortium's community colleges and school districts and with regional manufacturing companies and organizations to improve the global competitiveness of state and regional manufacturing companies. The Deputy Sector Navigators and their statewide Sector Navigator leadership team are part of the "Doing What Matters for Jobs and the Economy" framework that the California Community College Chancellor's Office initially implemented in FY 2013-2014. Working with the community colleges and school districts across the region, the Deputy Sector Navigator provides technical assistance in developing educational programs and pathways in the area of advanced manufacturing.

An available and well educated workforce is critical to the success of the region's manufacturing companies. In that regard, the Deputy Sector Navigator is supporting the development of the future manufacturing workforce by supporting programs focused on STEM (Science, Technology, Engineering and Math) and related skills necessary for manufacturing business success. Nationally recognized STEM programs have been established to inspire young people to be the science, technology and manufacturing leaders of the future. Two examples of established programs and systems are First USA and VEX robotics programs. These programs engage students in exciting mentor-based activities and hands-on curriculum, as well as local, regional, and national competitions that build science, engineering, leadership, and technology skills.

Under this RFA, up to \$90,000 will be awarded to regional robotics programs to help them build, deliver or enhance their programs. The actual amount of each award will be based on the number of qualifying applications received, as well as the quality of each individual qualifying application. Successful applicants will be eligible for financial support awards between \$1,000 and \$5,000. These awards are intended to fund equipment, projects, competitions, and/or curriculum that helps students learn the relationship of each technology to manufacturing. Each program is eligible to receive no more than one award during the year.

2. ELIGIBILITY

Robotics Programs that are established for the 20182018 school year are eligible to apply for an award. Award agreements shall be between the Santa Clarita Community College District and the school district where the Robotics Program is based. Under special circumstances where a Robotics Program operates under a separate legal entity such as a foundation or other 501(c)3, the award agreement may be made to that entity at the discretion of the Deputy Sector Navigator. The applying program must be located within the South Central Coast Region of the California Community College system. That Region is depicted at <http://doingwhatmatters.cccco.edu/ResourceMap.aspx>. Contact the Deputy Sector Navigator if there is reasonable doubt as to if your school is, or is not, located within the region.



Doing What Matters
EDUCATION ECONOMY

Programs intending to apply for an award should notify the Deputy Sector Navigator as soon as possible after reviewing this RFA package. Notification should be by email to michael.bastine@canyons.edu with a subject line reading "Intent to Apply for Robotics Award".

If a given high school district, that is comprised of multiple high schools, has a robotics team program comprised of students from two or more high schools within the district, an authorized district level entity should submit only one application per multi-school program.

All application cover letters must be signed by the Robotics Program faculty advisor and/or the program's administrator or, in the case of a multi-school Program, the appropriate district level administrator. The robotics program must execute the agreement referenced in Appendix A without changes to the agreement language, except for insertion of the required names, dates, scope of work and similar language.

3. SCOPE OF WORK

Successful applicants for the Robotics Program awards will be required to complete the following:

- A. Execute a **Program Support Agreement**
- B. Submission of a **Robotics Program Work Plan** substantially the same as outlined on **Appendix B** to this RFA package.
- C. Inclusion of the **Logos** listed in **Appendix C** on any team program marketing materials, banners, websites, and social media where supporters and sponsors are recognized, if any.
- D. Timely execution of the **Robotics Program Work Plan** and submittal of a **Robotics Program Work Plan Progress Report** no later than **October 19, 2018** as described in **Appendix D** to this RFA package
- E. Submittal of a **Robotics Program Work Plan Final Report** no later than **December 3, 2018** and substantially the same as described in **Appendix D** to this RFA package.
- F. Include a **Vendor Information Form** as shown on **Appendix G**

4. AWARD PAYMENTS

In accordance with the agreement executed between the Santa Clarita Community College District (SCCCD) and the school district of the award recipient, the SCCCDC will issue payments as follows:

- A. 60% of the total agreement value within thirty (30) days of the District's receipt, and approval of the Work Plan's Progress Report due in accordance with the Statement of Work. The school district will provide an "Initial 60% award payment" invoice to the Deputy Sector Navigator for the appropriate amount and referencing "Initial 60% award payment" due in accordance with the robotics program financial support agreement.
- B. 40% of the total agreement value within thirty (30) days of the District's receipt, and approval of the Work Plan's Final Report due in accordance with the Statement of Work. The school district will provide an "Final 40% award payment" invoice to the Deputy Sector Navigator for the appropriate amount and referencing "Final 40% award payment" due in accordance with the robotics program financial support agreement. It is recommended that the school district submit this invoice at the same time as the 60% invoice.
- C. Final Reports not received by **December 3, 2018** will result in forfeiture of the 40% Final award payment and the school will be required to reimburse the District the initial 60% payment.



Doing What
BBS ECONOMY

5. REQUEST FOR APPLICATIONS FORMAT

In responding to this request for applications, please include the items in the check list below:

- A. A maximum two-page **Cover Letter**, signed by the advisor and/or appropriate administrator, describing the envisioned Robotics Program including how the relationship between the technology and manufacturing will be taught. The cover letter should touch on all topics as shown on **Appendix E** to this RFA package.
- B. Submission of a **Robotics Program Work Plan** substantially the same as outlined on **Appendix B** to this RFA package.
- C. Submission of the **Contact List** as shown in **Appendix F** and included as an editable MS Word file in the RFA package.
- D. Submission of the **Vendor Information Form** as shown in **Appendix G** and included as an editable PDF file in the RFA package. This form is only required of those programs that have not participated in this program in prior years and / or are not already included in the College of the Canyons vendor database.
- E. Certificate of insurance coverage

Please mail or email (Microsoft Office or PDF format) one copy of the complete application to:

Michael Bastine
Director, Center for Applied Competitive Technologies
College of the Canyons
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
(661) 362-3111
michael.bastine@canyons.edu

Email applications are preferred. All documents required by this RFA must be received NO LATER THAN 5:00P.M. Pacific Standard Time, September 15, 2018



TENTATIVE SCHEDULE FOR SELECTION / AWARD PROCESS

RFA Published	August 25, 2018
Application Request Package due no later than 5:00 P.M.	September 14
Work Plan's <u>Progress</u> Report and 60 percent award invoice	2018 October 19,
Work Plan's <u>Final</u> Report and 40 percent award invoice	2018 December 3,
	2018

Note:

Dates are tentative and subject to change at the sole discretion of Santa Clarita Community College District and the Deputy Sector Navigator, Advanced Manufacturing. Payment dates are contingent upon the timely execution of a Program Support Agreement.

Robotics Program Work Plan

Item	Activity	Completion Date	Responsible Person(s)
1	FIRST Lego League (FLL) Kickoff	August 18	Team Mentors
2	Fleet Week Competition	September 2	Team Mentors, Parents, Members, and Student Leadership Members
3	Member Basic Training for Electrical, Mechanical, and Programming	September 15	Team Mentors, Members, and Student Leadership Members
4	Register for 2019 Competitions	September 15	Team Mentors
5	FLL Planning Committee	September 15	Team Mentors and Student Leadership Members
6	Build FLL Kits, Train Volunteers, and Create Schedule for Tournament	October 20	Robotics Team, Mentors, and FLL Volunteers
7	FLL Competition Setup	November 10	Robotics Team and Mentors
8	FLL Competition	November 11	Robotics Team, Mentors, and FLL Volunteers
9	Sponsorship Trip	November 24	Student Leadership Members
10	Pre-Season Builds, Practice, and Storage Organization	January 1	Robotics Team and Mentors
11	FIRST Robotics Competition (FRC) Kickoff	January 5	Robotics Team, Mentors, and Parents
12	Week 1 Completed / Concept Development	January 12	Robotics Team
13	Week 3 Completed / Prototype Completion	January 26	Robotics Team

14	Week 4 Completed / Begin Final Robot	February 2	Robotics Team
15	Week 5 Completed / Troubleshooting	February 9	Robotics Team
16	Week 6 Completed / Final Robot Finished and Checked in	February 16	Robotics Team
17	FRC Competition 1	Mid March	Robotics Team
18	FRC Competition 2	End March / Early April	Robotics Team
19	Election of New Officers	June	Robotics Team and Mentors

Project 691 Program Contact List

High School District:	William S. Hart High School District
Address:	21380 Center Point Parkway
City, State, Zip:	Santa Clarita, CA, 91350
High School:	West Ranch High School
Address:	26255 Valencia Blvd
City, State, Zip:	Santa Clarita, 91381
High School Principal:	Michael Crawford
Title:	Principal
Phone:	(661) 222-1220
Fax:	(661) 290-2676
Email:	mcrawford@hartdistrict.org
District Finance / Accounting Officer	
Name:	Ralph Pesheck
Title:	Chief Financial Officer
Phone:	(661) 259-0033 :
Fax:	(661) 254-8653
Email:	rpesheck@hartdistrict.org
Faculty Advisor	
Name:	Jessica Jacquez
Title:	SC-7 Autism Spectrum Program Educator
Phone:	(661) 222-2330
Fax:	
Email:	jjacquez@hartdistrict.org
Program:	FIRST
Team Name:	Project 691
Team Number:	Team 691



West Ranch High School

"Home of the Wildcats"

11/14/2018

Michael Bastine

Director Center for Applied Competitive Technologies (CACT)

Regional Director, Advanced Manufacturing Sector

College of the Canyons

25571 Rye Canyon Road

Santa Clarita, CA 91355

Dear Mr. Bastine,

Project 691 is a FIRST robotics team currently based out of West Ranch High School that has been providing students with the opportunity to lead a robotics team under the guidance of experienced mentors since its inception in 2000. Over the past seventeen years, the team has participated in approximately 35 competitions through FIRST, including the FRC World Championships in 2015. The team size has grown to about 40 members in the last year.

For the 2018-2019 school year, Project 691 plans to continue striving for excellence in the educational opportunities it provides for students while also contributing to the community in various ways. In the fall, the team hosts a First Lego League Qualifying Tournament, helping to inspire younger children explore robotics through healthy competition.

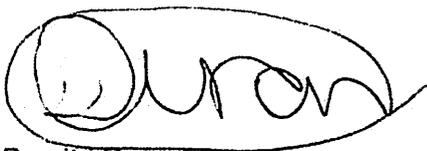
Mark Crawford- Principal
26255 WEST VALENCIA BLVD. · STEVENSON RANCH, CA · 91381
PHONE: 661.222-1220 · FAX: 661.290.2676
www.WestRanchHighSchool.com

As an FRC team, Project 691 will begin its tournament season in the spring. We plan to attend two regional competitions this year; however, precise dates are currently unavailable as registration for FRC events has not opened yet. If successful in advancing, the team would attend the FIRST Championship in Houston, Texas in April of 2019.

The team is excited for the new robotics season despite recent challenges. Due to an influx of students into our host school, West Ranch, the semester started with the possibility of having to relocate. Although we were able to make arrangements that allowed the school to continue to allow us use of their premises, funds are needed to go towards our goal of being able to accommodate more students through funding the building and competition fees for our 2018 robot, which will subsequently inspire more young adults to explore the fields of science, technology, engineering, and mathematics. Each year, as part of the FIRST organization, the students design and build a 120-lb robot in six weeks. As a district-wide team, we receive no monetary support from schools, and our students are solely responsible for securing funds.

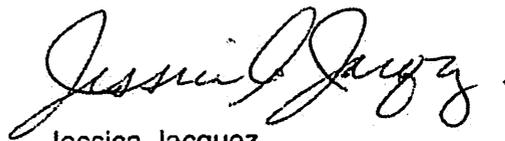
The long-term goals of our program are to accommodate students from all of the high schools of the William S. Hart District by providing the atmosphere, materials, and tools necessary to fostering interest and experience in STEM and maximizing the amount of students who are able to have a hands-on experience with robotics.

Thank you,

A handwritten signature in black ink, appearing to read "Duran", enclosed within a hand-drawn oval.

Demitri Duran

VP of Business and Marketing

A handwritten signature in black ink, appearing to read "Jessica Jacquez", written in a cursive style.

Jessica Jacquez

Faculty Advisor