RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees (Regular Meeting)

Monday, May 24, 2021 2323 North Broadway, #107 Santa Ana, California 92706

SUMMARY OF BOARD ACTIONS

ITE	M NO.	DESCRIPTION	ACTION
1.5	Approval of Minutes - Re	egular meeting of May 10, 2021	Approved
3.1	District on behalf of Santa (SCC), and Goodwill Indu The board approved the so	eement between Rancho Santiago Community College a Ana College (SAC) and Santiago Canyon College ustries of Orange County, California ervice agreement between RSCCD on behalf of SAC ndustries of Orange County located in Santa Ana,	Approved
3.2	<u>District on behalf of Santa</u> <u>QuickCaption, Inc.</u>	ement between Rancho Santiago Community College a Ana College and Santiago Canyon College and ervice agreement between RSCCD on behalf of SAC ion, Inc., as presented.	Approved
3.3	District on behalf of Santa Accurate Communication The board approved the se	eement between Rancho Santiago Community College a Ana College and Santiago Canyon College, and Inc. ervice agreement between RSCCD on behalf of SAC communication Inc. located in Los Angeles, California,	Approved
3.4	Center, Inc. The board approved the ed	Affiliation Agreement with Behavioral Learning ducational affiliation agreement with Behavioral ated in Valencia, California, as presented.	Approved
3.5	Agreement between Gard Santiago Community Col The board approved the d	nent Memorandum of Understanding (MOU) len Grove Unified School District and Rancho lege District ual enrollment MOU agreement between Garden strict and RSCCD, as presented.	Approved
3.6	Orange County Sheriff's The board approved the st	<u>Department</u> tandard inter-agency instructional services agreement iff's Department located in Santa Ana, California, as	<u>Approved</u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SANTA ANA COLLEGE – ACADEMIC AFFAIRS

То:	Board of Trustees	Date: May 24, 2021
Re:	Approval of Dual Enrollment Memorand Garden Grove Unified School District an College District	um of Understanding Agreement between d the Rancho Santiago Community
Action:	Request for Approval	

BACKGROUND

Santa Ana College ("SAC") and Garden Grove Unified School District ("GGUSD") desire to enter into this Dual Enrollment Memorandum of Understanding Agreement ("Agreement") for 2021-2024. The purpose of this Agreement is to expand dual enrollment opportunities for high school students, with the goal of developing seamless pathways from high school to community college. It will allow Santa Ana College to offer college courses to high school students at Garden Grove Unified School District, adding value to the exceptional educational programs and activities that Garden Grove Unified School District currently offers to their students.

ANALYSIS

The Agreement will allow SAC to close dual enrollment classes to the public and, in most cases, collect apportionment that could not be collected without its implementation. It will also offer additional opportunities for GGUSD students to complete identified pathways while they are high school students. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Dual Enrollment Memorandum of Understanding Agreement between Garden Grove Unified School District and the Rancho Santiago Community College District, as presented.

Fiscal Impact:	None	Board Date: May 24, 2021		
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice Pres Fernando Ortiz, Ph.D., Dean, Acad			
Submitted by:	Marilyn Flores, Ph.D., Interim Pre	esident, Santa Ana College		
Recommended by: Marvin Martinez, Chancellor, RSCCD				

DUAL ENROLLMENT MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN GARDEN GROVE UNIFIED SCHOOL DISTRICT AND THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

This agreement (hereinafter "Agreement") is entered into on the 1st day of June 2021 by and between Garden Grove Unified School District (hereinafter "GARDEN GROVE UNIFIED SCHOOL DISTRICT") and the Rancho Santiago Community College District (hereinafter "RSCCD"), on behalf of Santa Ana College (hereinafter "SAC") for the establishment of a dual enrollment program and use of GARDEN GROVE UNIFIED SCHOOL DISTRICT facilities.

RECITALS

WHEREAS, GARDEN GROVE UNIFIED SCHOOL DISTRICT and RSCCD/SAC have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities; and

WHEREAS, GARDEN GROVE UNIFIED SCHOOL DISTRICT continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and

WHEREAS, GARDEN GROVE UNIFIED SCHOOL DISTRICT desires to offer students the opportunity for dual enrollment in such courses; and

WHEREAS, GARDEN GROVE UNIFIED SCHOOL DISTRICT desires contracting with SAC to offer educational courses for college credit; and

WHEREAS, RSCCD/SAC is willing to offer college courses at the GARDEN GROVE UNIFIED SCHOOL DISTRICT high school campus, which will benefit GARDEN GROVE UNIFIED SCHOOL DISTRICT students by providing a convenient location and schedule; and

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

NOW, THEREFORE be it resolved that GARDEN GROVE UNIFIED SCHOOL DISTRICT and RSCCD/SAC agree to work together to afford current GARDEN GROVE UNIFIED SCHOOL DISTRICT students the opportunity to enroll in dual enrollment courses to expand access to affordable higher education, provide challenging academic and career preparatory experiences to qualified high school students in their junior and senior year, and enable students to earn simultaneous college credit and meet high school graduation requirements:

1. <u>Use of Facilities</u>: RSCCD/SAC shall have use of appropriate classroom facilities located at the GARDEN GROVE UNIFIED SCHOOL DISTRICT campus beginning on June 1st, 2021, to be used for the purpose of offering dual enrollment credit courses for GARDEN GROVE UNIFIED SCHOOL DISTRICT students through concurrent enrollment in credit RSCCD/SAC courses. A reduction or increase in the number of rooms, dates, or times, beyond those outlined in Section 1 shall be scheduled according to Section 2.

2. **Scheduling:** No later than March 1st of each year, GARDEN GROVE UNIFIED SCHOOL DISTRICT and RSCCD/SAC shall each designate a representative to review the availability of facilities for the following academic year and begin planning potential course offerings.

3. Financial Commitments:

- a. Instructional Staff.
 - i. For courses taught by RSCCD/SAC faculty outside of the allotted ADA hours of instruction, RSCCD/SAC will be the employer of record for the purposes of compensation, assignment monitoring and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers compensation coverage, payroll taxes, and STRS employer contributions. Courses taught by RSCCD/SAC faculty as part of this agreement will be reported for state apportionment. In case of the need for a RSCCD/SAC faculty member to teach a course embedded in the school day, then SAC will be responsible for compensation of the instructional staff, including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions. In either case, RSCCD/SAC will collect apportionment.
 - ii. For courses taught by GARDEN GROVE UNIFIED SCHOOL DISTRICT faculty, GARDEN GROVE UNIFIED SCHOOL DISTRICT will be the employer of record for the purposes of compensation, assignment monitoring and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers compensation coverage, payroll taxes, and STRS employer contributions. SAC courses taught by GARDEN GROVE UNIFIED SCHOOL DISTRICT staff meeting RSCCD/SAC minimum qualifications will not be reported for state apportionment and will be offered only to GARDEN GROVE UNIFIED SCHOOL DISTRICT students.
- b. Equipment and Supplies. GARDEN GROVE UNIFIED SCHOOL DISTRICT will be responsible for books, textbooks, class material fees, other supplies (whiteboard markers paper, copying, etc.) and equipment (laptop, overhead projector, etc.) associated with support for instruction related to this agreement.
- c. Technology. GARDEN GROVE UNIFIED SCHOOL DISTRICT will be responsible for any technology services costs associated with Sections 4 and 5.
- d. Damage to Facilities. GARDEN GROVE UNIFIED SCHOOL DISTRICT will bear the costs of any repair or damages resulting from their use of the GARDEN GROVE UNIFIED SCHOOL DISTRICT facilities.
- e. Use of Facility Fee. GARDEN GROVE UNIFIED SCHOOL DISTRICT agrees to allow RSCCD/SAC access to classroom space for the express purpose of offering dual enrollment courses to GARDEN GROVE UNIFIED SCHOOL DISTRICT students and to waive any applicable use of facilities fees.

- f. Safety/Security. GARDEN GROVE UNIFIED SCHOOL DISTRICT will be responsible for the direct costs of safety, security, and supervision of the GARDEN GROVE UNIFIED SCHOOL DISTRICT site during the hours of the RSCCD/SAC dual enrollment operation.
- 4. <u>Technology Services:</u> The parties will cooperate to provide students and staff appropriate levels of Internet, network access, and other software resources.
- 5. **Program Management:** RSCCD/SAC and GARDEN GROVE UNIFIED SCHOOL DISTRICT will cooperate with respect to elements of program management.
 - a. Dual enrollment courses are governed by the policies and regulations of RSCCD/SAC. These policies, regulations and standards apply to students, faculty, staff, instructional procedures, academic standards, course offerings, course outlines of record, whether courses are offered at the college campus, at off-campus sites, including distance learning and internet, or at secondary schools.
 - RSCCD/SAC and GARDEN GROVE UNIFIED SCHOOL DISTRICT will both designate coordinators that will work together on the processes, procedures, and tracking mechanisms that will ensure compliance with dual enrollment course policies, regulations, and standards, including the necessary qualifications and student documentation prior to students taking courses.
 - b. RSCCD/SAC coordinators will ensure that GARDEN GROVE UNIFIED SCHOOL DISTRICT teachers adhere to course requirements, standards, learning materials, course logistics (including developing a schedule that adapts the RSCCD/SAC course schedule to the student's regular high school schedule), and RSCCD/SAC standards, policies, expectations, and systems.
 - c. GARDEN GROVE UNIFIED SCHOOL DISTRICT will submit grades to RSCCD/SAC when due according to RSCCD/SAC's schedule. GARDEN GROVE UNIFIED SCHOOL DISTRICT will include all criteria identified by RSCCD/SAC for grading purposes. Upon completion of GARDEN GROVE UNIFIED SCHOOL DISTRICT semester, dual enrollment teachers will submit change of grade forms, when applicable, for students whose grades have changed since the end of RSCCD/SAC's semester.
 - i. Once all grades are received and posted, RSCCD/SAC will provide GARDEN GROVE UNIFIED SCHOOL DISTRICT with student's unofficial transcripts.
 - d. An advisory committee developed by each institution will consist of high school and administrative staff. They meet at least quarterly to review the program and develop suggestions for improvement.
 - e. Amendments to this agreement must be in writing and approved by the designated representative of each institution.
 - f. Student withdrawal dates/policies will be consistent with existing RSCCD/SAC

- adopted policies and calendars.
- g. Academic advising will be the joint responsibility of GARDEN GROVE UNIFIED SCHOOL DISTRICT and RSCCD/SAC. Garden Grove USD and RSCCD/SAC will each assign a primary guidance contact to each student.
- h. Matters of student discipline and Title IX investigations will be handled cooperatively between the appropriate RSCCD/SAC and GARDEN GROVE UNIFIED SCHOOL DISTRICT administrators and Title IX investigators.
- i. Matters regarding instruction will follow RSCCD/SAC policies and procedures.
- j. RSCCD/SAC courses offered at the GARDEN GROVE UNIFIED SCHOOL DISTRICT site will adhere to RSCCD/SAC scheduling practices and the annual academic calendar. Exceptions may be made with approval of the RSCCD/SAC Vice President of Academic Affairs.
- k. Enrollment in RSCCD/SAC courses offered under this agreement will be limited to GARDEN GROVE UNIFIED SCHOOL DISTRICT students who complete the concurrent enrollment process and meet applicable course prerequisites as established by RSCCD/SAC.
- 1. RSCCD/SAC and GARDEN GROVE UNIFIED SCHOOL DISTRICT will jointly select courses to be offered.
- m. Dual enrollment courses completed by GARDEN GROVE UNIFIED SCHOOL DISTRICT students will be identified on both the college and high school transcripts in the standard format and identified as college level courses.

6. Admissions, Tuition, Textbooks, and Fees:

- a. All GARDEN GROVE UNIFIED SCHOOL DISTRICT students enrolled in RSCCD/SAC coursework under this agreement will have their enrollment, Health fee, and student representation fees waived under RSCCD/SAC concurrent enrollment policies in accordance with applicable California law.
- RSCCD/SAC and GARDEN GROVE UNIFIED SCHOOL DISTRICT will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes.
- c. All GARDEN GROVE UNIFIED SCHOOL DISTRICT high school students must be fully matriculated to the college prior to taking RSCCD/SAC courses (application, assessment, and orientation).
- d. Completed Special Admit forms will be collected from each high school student participating in the dual enrollment program and submitted as a group packet by the designated coordinator at GARDEN GROVE UNIFIED SCHOOL DISTRICT.

- e. Dual enrollment students will have access to RSCCD/SAC services such as the library, tutoring, student I.D. cards etc.
- f. The minimum and maximum number of students who will be allowed to enroll in a dual enrollment course will be aligned to the course capacities established by RSCCD/SAC.
- g. Promotion, outreach, and recruitment into the dual enrollment program will be the responsibility of both GARDEN GROVE UNIFIED SCHOOL DISTRICT and RSCCD/SAC.
- 7. All textbooks for dual enrollment classes must be approved by the appropriate college department and faculty and identified at least nine weeks prior to the course start date.
- 8. <u>Courses to be Offered</u>: All courses taught as part of this agreement will be selected from only the courses that are officially listed in the SAC Catalog for the year in which the course is taught at the participating GARDEN GROVE UNIFIED SCHOOL DISTRICT high school. These courses will all be listed in the SAC Catalog and available for on-line review at sac.edu/Catalog and Schedule/Documents.

9. <u>Minimum Qualifications, Employment Application, Faculty Mentoring, Teaching Load, and Faculty Replacement:</u>

- a. GARDEN GROVE UNIFIED SCHOOL DISTRICT faculty teaching dual enrollment college level, occupational, or developmental courses must meet the minimum qualifications as defined by RSCCD/SAC based on the current Minimum Qualifications for Faculty and Administrators in California Community Colleges. Each faculty member teaching dual enrollment courses shall be confirmed for their teaching assignment via a process involving appropriate academic personnel at RSCCD/SAC.
- b. The appropriate RSCCD/SAC administrator will grant final approval to GARDEN GROVE UNIFIED SCHOOL DISTRICT teachers eligible to teach dual enrollment courses. RSCCD/SAC will orient the approved faculty member.
- c. Teaching load for any participating GARDEN GROVE UNIFIED SCHOOL DISTRICT faculty will be limited to a total of no more than 66.67% (10 LHE) per term for ALL SAC course assignments, whether within the GARDEN GROVE UNIFIED SCHOOL DISTRICT day or outside of it.

10. Faculty Evaluation and Responsibilities:

- a. All dual enrollment courses will be taught according to an RSCCD/SAC approved course outline; demonstrating the pace, rigor, and quality of a college-level course.
- b. GARDEN GROVE UNIFIED SCHOOL DISTRICT faculty teaching a dual enrollment course will follow the RSCCD/SAC course outline of record for the course and participate in any required student learning outcomes (SLO) assessment mechanisms. RSCCD/SAC and GARDEN GROVE UNIFIED SCHOOL DISTRICT will coordinate these

assessments.

- c. All GARDEN GROVE UNIFIED SCHOOL DISTRICT dual enrollment faculty will be evaluated per RSCCD/SAC guidelines, policies, and procedures applicable to associate faculty (temporary faculty) for the dual enrollment course they are teaching.
- d. GARDEN GROVE UNIFIED SCHOOL DISTRICT instructors for dual enrollment courses will take attendance and notify the designated high school administrator/counselor of any attendance problems.
- e. Faculty teaching dual enrollment courses will coordinate with GARDEN GROVE UNIFIED SCHOOL DISTRICT & RSCCD/SAC administrators prior to dropping a student from their course.
- f. Full time equivalency (FTE) high school teachers who teach dual enrollment courses within their school/district contracted teaching assignment shall be paid by GARDEN GROVE UNIFIED SCHOOL DISTRICT. RSCCD/SAC may compensate the teacher for additional (extra duty) work such as required professional development or training in accordance with RSCCD/SAC adjunct faculty contract.
- g. Part-time hourly GARDEN GROVE UNIFIED SCHOOL DISTRICT high school teachers who meet minimum qualifications to teach a dual enrollment course and are hired as adjunct part-time faculty by RSCCD/SAC will be compensated by RSCCD/SAC according to the applicable RSCCD salary schedule for the college course hours.
- h. Instructors teaching dual enrollment college courses must submit grades to both GARDEN GROVE UNIFIED SCHOOL DISTRICT and RSCCD/SAC.
- 11. Indemnification and Insurance: Each Party to this Agreement shall indemnify, defend and hold the other party, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages (collectively, "Claims") arising out of the performance or non-performance of 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 the indemnifying Party, its officers, agents, or employees. Each Party agrees to provide the other Party with prompt notice of any such claim or action and to permit the other Party to defend any claim or action, and to cooperate fully in such defense. During the entire term of this Agreement, GARDEN GROVE UNIFIED SCHOOL DISTRICT and RSCCD/SAC shall, each at their own expense, maintain and provide to each other upon request, insurance as set forth below:
 - a. General Liability. \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Policy will be endorsed to include GARDEN GROVE UNIFIED SCHOOL DISTRICT as an additional insured.
 - b. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation. As required by the Labor Code of the state of California, and Employers' Liability Insurance, with limits as required by the Labor Code of the state of SAC-21-046
 Garden Grove Unified School District MOU

California and Employers' Liability limits or \$1,000,000 per accident.

- d. Other Provisions. RSCCD/SAC will provide GARDEN GROVE UNIFIED SCHOOL DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section. Each insurance policy required by the agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to GARDEN GROVE UNIFIED SCHOOL DISTRICT.
- 12. <u>No Personal Liability:</u> It is expressly understood and agreed that no personal liability whatsoever attaches to any members of the Board of GARDEN GROVE UNIFIED SCHOOL DISTRICT or of RSCCD/SAC, 'nor any of the officers or employees thereof by virtue of this Agreement.
- 13. <u>Assignment:</u> This Agreement shall inure to the benefit of and shall be binding upon the assigns or successors in interest of each of the parties hereto; neither party shall assign nor transfer any of its rights, duties, or obligations under this Agreement without prior written consent of other party.
- 14. <u>Notices</u>: 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, 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 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: Dr. Fernando Ortiz, Dean of Academic Affairs 1530 W. 17th Street Santa Ana, CA 92706

If to Agency:

GARDEN GROVE UNIFIED SCHOOL DISTRICT Attn: Kelly McAmis, Assistant Superintendent GARDEN GROVE UNIFIED SCHOOL DISTRICT 10331 Stanford Ave, Garden Grove, CA 92840

- 15. <u>Term:</u> 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 three (3) years thereafter unless sooner terminated by either party in accordance with this section.
 - a. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 - b. 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.
 - c. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- 16. **Entire Agreement:** This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.
- 17. Equal Employment Opportunity: Each party to this Agreement for itself, its subcontractors, assignees and successors in interest, agree not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in California Government Code § 12926, ancestry, marital status, or citizenship.
- 18. <u>Disqualified Employees</u>: Each party to this agreement shall ensure that persons who perform services on College or GARDEN GROVE UNIFIED SCHOOL DISTRICT property have not been convicted of any felony, any controlled substance offense, or any sex offense, as those terms are defined by Education Code §§ 87008-87010.
- 19. <u>Force Majeure</u>: 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.

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

GARDEN GROVE UNIFIED SCHOOL DISTRICT GARDEN GROVE UNIFIED SCHOOL DISTRICT Governing Board	RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT RSCCD Governing Board
Approval Date: Kelly McAmis Signed by: Kelly McAmis (Jun 16, 2021 12:57 PDT) Kelly McAmis, Assistant Superintendent, GARDEN GROVE UNIFIED SCHOOL DISTRICT	Approval Date: Signed by: Adam O'Connor (Jun 16, 2021 12:58 PDT) Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services

5.24.2021 BOT Item No3.5 SAC-21-046 Final Pkt MOU Agmt GGUSD (5.10.221) (2)

Final Audit Report 2021-06-16

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By: Cristina Miranda (Miranda_Cristina@sac.edu)

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