Joint Use Agreement Between Santa Ana Unified School District and Rancho Santiago Community College District For Middle College High School (MCHS)

In accordance with California Education Code EDC § 81420, this Joint Use Agreement is entered into by and between the Santa Ana Unified School District, hereafter referred to as "SAUSD," and Rancho Santiago Community College District, hereafter referred to as "RSCCD." SAUSD and RSCCD are collectively referred to herein as "the Parties" and individually as "a Party."

RECITALS

WHEREAS, Santa Ana College ("SAC") is a community college situated in Santa Ana, California and is a college operated by RSCCD.

WHEREAS, SAUSD is a K-12 public school district and operates high schools in Santa Ana, California.

WHEREAS, SAUSD and SAC have a well-established relationship and long-standing history of collaboration on education and community assistance projects.

WHEREAS, SAUSD wishes to operate a Middle College High School on the SAC campus in order for SAUSD high school students to access post-secondary education opportunities at SAC.

WHEREAS, SAUSD and RSCCD recognize their mutual interest in serving their local community, and the shared benefit of collaboration for student achievement. Through the early college partnership, SAUSD's ninth through twelfth grade students are provided SAUSD core-graduation courses and services for completion of the high school diploma, and those same students are provided SAC courses and services for use in satisfying high school graduation requirements and a SAC certificate, degree, and/or transfer credit curriculum.

WHEREAS, the SAUSD-MCHS Initiative requires college level courses be offered as an integral part of the program; MCHS students access to SAC course offerings will meet the college level course requirements.

WHEREAS, SAUSD and RSCCD enter into this Agreement for the delineation of operational responsibilities and resources for SAUSD's operation of the MCHS at SAC, as set forth below. Unless and until an agreement is reached providing different operation responsibilities and resources, the following shall apply.

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which is acknowledged by the Parties, the Parties agree as follows:

1. TERM OF THE AGREEMENT. The Term of this Agreement is July 1, 2021 through June 30, 2026. This agreement may be terminated in accordance with Section 10. In accordance with California Education Code EDC § 81423 this agreement may be renewed on the same or different conditions at the end of this term through mutual agreement by the parties.

2. DEFINITIONS/COMMON TERMINOLOGY

2.1. Articulation: Credit for high school courses awarded on community college transcripts (e.g., CCTE Articulated Pathways).

1

- **2.2. Concurrent Enrollment:** A high school student who independently attends college classes outside the regular school day in addition to the student's regular academic program.
- **2.3. Dual Credit:** Awarding of credit on a student's high school and college transcripts for a college course. The grade earned from a college course earns equivalent SAUSD core course graduation credit whenever possible.
- 2.4. Dual Enrollment: A high school student attends college classes, as taught by high school or community college faculty, on the high school campus, during the student's regular instructional day as part of the academic program, which allows the student to experience college level courses, explore career options, and shorten the time required to complete an Associate Degree.
- 2.5. Early College High School: Small high schools designed so that students can earn both a high school diploma and an Associate's degree or up to two years of credit toward a Bachelor's degree. Early college high schools have the potential to improve high school graduation rates and better prepare all students for high-skill careers by engaging them in a rigorous, college preparatory curriculum, while compressing the number of years to a college degree.
- 2.6. Early/Middle College High School: A blended high school and college program in which a high school campus may be located on a college campus that offers a college/career preparatory curriculum and reduced student-adult ratio, flexible scheduling to allow for work internships or apprenticeships, community service experience, and interaction with community college student role models.
- **2.7. Partnership Agreement:** Formal written agreement between the SAUSD and a college/university for a program offered at a specific high school. Partnership Agreements require Board of Education approval.
- **2.8. Student Services and Outreach:** College assessment, transfer planning, orientation/tours, financial aid, career planning, and academic advisement provided to high school students by college personnel.

3. DESCRIPTION OF PARTNERSHIP

3.1. Calendar. SAC and SAUSD will meet and confer to develop and establish a MCHS instructional calendar at SAC that is consistent with the needs, requirements, and academic calendars of both Parties and its respective collective bargaining units. The MCHS calendar will assure that the number of days the MCHS teachers work will not exceed the SAUSD contract and that the instructional hours and school days will meet the guidelines for the state and respective Parties.

3.2. Personnel

3.2.1. SAUSD Personnel. SAUSD shall be responsible to employ staff members to provide all high school education services, including, but not limited to a Site Administrator (Principal or Vice Principal), a dedicated SAUSD Safety Officer, appropriate custodial/janitorial staff and maintenance and operation personnel consistent with section 3.3.3 of this Agreement. In addition to the foregoing, as required for Special Education students enrolled in MCHS, SAUSD will provide staffing as needed to provide required Individualized

- Education Program (IEP) services for Special Education students.
- 3.2.2. SAC Personnel. SAC faculty shall be limited to and subject to the type and number of courses offered. All instructors teaching COLLEGE courses offered as part of this agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE. Instructors who teach COLLEGE courses shall comply with he fingerprinting requirements set forth in Ed code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this Agreement.
- 3.2.3. Site Administrators. Any issues arising out of and/or relating to MCHS operations shall be initially addressed and resolved by the following individuals: (i) SAUSD designated MCHS Site Administrator; and (ii) appropriate SAC Vice President, or his/her designee. All communications between the Parties shall be made through the designated representatives of each Party and each Party shall immediately notify the other of any incidents or other issues that may arise.
- **3.2.4. SAUSD/RSCCD Employees Status.** Employees of SAUSD and RSCCD engaged in MCHS operations are not deemed an officer, agent or employee of the other Party. Neither SAUSD nor RSCCD, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other Party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

3.3. Premises

- 3.3.1. SAC Classroom and Office Space ("SAC Premises"). Upon the execution of this Agreement, and during the first year of this Agreement, SAC will provide facilities consisting of fourteen (14) classrooms and one (1) office space (as shown in Appendix 1) to SAUSD for the use of the MCHS Program. Starting no later than July 1, 2023, SAC will provide expanded facilities consisting of sixteen (16) classrooms and one (1) office space (as shown in Appendix 2) to SAUSD for the use of the MCHS Program inclusive of the classrooms that were constructed as part of the June 1st, 2001 Agreement between RSCCD and SAUSD. From time to time, and during the term of this Agreement, SAUSD may request the use of other facilities through the RSCCD facilities request procedure (Administrative Regulation AR 6601.1).
- 3.3.2. SAUSD Use of SAC Premises. SAUSD will use the SAC premises only for the specific purposes of conducting the MCHS program thereon. SAUSD shall not modify or alter any part of the SAC Premises. However, if modifications or alterations to any part of the SAC Premises are necessary for conduct of the MCHS thereon, SAUSD shall notify SAC in writing of such required modifications or alterations. SAC will have the sole and exclusive discretion as to whether or not to complete the requested modifications or

alterations. If SAC elects to make modifications or alterations requested by SAUSD to the SAC Premises, such modifications or alterations will be completed only if mutual agreement is reached between SAUSD and SAC of the portion of costs to be borne by SAUSD and SAC at a mutually agreed upon split (50/50). SAUSD is liable to SAC for damage or destruction to the SAC premises, furniture, fixtures, equipment, or any portion thereof, reasonable wear and tear excepted. Upon the termination of this Agreement, SAUSD shall return the SAC Premises, furniture, fixtures, and/or equipment in the condition received, reasonable wear and tear excepted.

- 3.3.3. SAC Premises Furnishings and Services. SAUSD shall provide custodial/janitorial/landscaping, and low voltage data (internet, video, computer and phone) services and be responsible for maintenance and operations of the SAC Premises (inclusive of building interior, exterior, and adjacent building hardscape and landscape), excluding surveillance camera systems and all door key cores which shall be maintained and operated by SAC. SAC shall provide SAUSD with all necessary keys as needed to access the building and such keys shall be distributed through SAC Campus Safety. SAC shall provide natural gas, electrical power and HVAC utility services for the classrooms and office space dedicated for MCHS use. SAUSD shall provide all furnishings and equipment to be used by MCHS, including data/internet and phone services. SAC and SAUSD shall be responsible for a 50/50 cost sharing split for any construction or modifications related to the improvement of the MCHS facility upon mutual agreement between the parties. This would include any maintenance and improvements needed for utility infrastructure and the perimeter that is being constructed as part of this Agreement. All work shall be in accordance with Board Policy BP 6601 and Administrative Regulation AR 6601, the RSCCD Facility Modification and New Construction process.
- **3.3.4. SAC Parking.** A valid student or daily parking permit is required to park motor vehicles in the SAC Parking Lots. All participating MCHS faculty, staff, students and/or visitors must purchase parking permits to park on the SAC Parking Lots. The use of SAC Parking Lots shall be subject to compliance with SAC parking and traffic regulations (AR 6750).

4. SAFETY

- 4.1. Student Supervision. SAUSD shall be responsible for supervising the conduct of MCHS students while at SAC during school hours and during MCHS events occurring outside of school hours. SAUSD shall also be responsible for the discipline of MCHS students. SAC shall report to the designated SAUSD Site Administrator any disciplinary action regarding MCHS student misconduct of which SAC receives notice and occurs on SAC premises and SAUSD shall notify the SAC Vice President of Student Services regarding any misconduct regarding an MCHS student that SAUSD receives notice and occurs on SAC premises. MCHS hours will be approximately from 7:55 am to 4:00 pm. SAC requires that students have an educational purpose to be on campus. MCHS students taking SAC courses will be allowed to participate in most SAC campus activities under general supervision of SAUSD personnel including use of the library, bookstore, Learning Resource Center, and other SAC facilities consistent with the educational purposes of MCHS students. SAUSD will provide parent/student orientation sessions prior to commencement of each school year to educate parents and students on the opportunities and safety issues of having underage students attend SAC.
- 4.2. Student Discipline. Students enrolled in MCHS are subject to the disciplinary policy

of SAUSD, which is written in the SAUSD Student/Parent handbook. In addition, MCHS students are also subject to SAC discipline policies and to all other relevant SAC policies at all times while on the SAC campus, including, without limitation, the SAC Student Code of Conduct. SAUSD will take appropriate disciplinary action in response to misconduct of MCHS students who are enrolled in SAC classes. SAC reserves the right to ask that the student be removed from SAC for Code of Conduct violations while on SAC premises. SAC will report misconduct of MCHS students to the (i) SAUSD Site Administrator; and (ii) SAC Vice President of Student Services, or their respective designees. SAC reserves the right to withdraw consent for a MCHS student to remain on the SAC campus if the student disrupts the orderly operation of the SAC campus, including Student Code of Conduct violations. If, in the professional judgment of the designated SAC Disciplinary Officer, a disciplinary violation warrants removal of a MCHS student from the SAC Campus, the Coordinator of Student Services at SAUSD will reassign the involved MCHS student to an alternate SAUSD school site.

- 4.3 MCHS Student Expectations. It is acknowledged between the Parties that while both Parties desire to establish a safe and secure environment for all students, the SAC campus is primarily an open adult learning environment. While RSCCD and SAC will provide the same level of security to MCHS students that it provides to all SAC students, MCHS students taking courses at or moving throughout the SAC campus are expected to exhibit proper conduct, maturity, and responsibility to act safely on their own behalf. MCHS students, as well as all other SAC students, are expected to comply with the SAC Student Code of Conduct. To enhance the safe learning experience of MCHS students, SAUSD will provide designated areas for MCHS students to allow for safe and secure after-school gathering, studying, waiting for rides, or waiting for evening classes to begin. The Parties acknowledge that RSCCD and SAC assume no responsibility for the safety of MCHS students outside of the SAC Premises than it affords all other SAC students. It is expected that MCHS and parents of MCHS students have discussed the unique experience afforded MCHS students while maintaining a proper level of personal safety operating on a college campus.
- 4.4 MCHS Student Safety Education. SAUSD shall ensure all MCHS students are aware of RSCCD/SAC policies concerning safety and security procedures, and are provided with copies of such procedures. SAUSD shall also develop a comprehensive safety plan for MCHS students and be primarily responsible for coordinating efforts for MCHS student safety and security while on the SAC campus. Throughout each school year, SAUSD shall maintain and employ periodic continuing education for MCHS students on safety precautions and protocols, including, but not limited to, education regarding self-awareness, avoiding unnecessary dangers, identifying social dangers and warning signs (which shall include techniques concerning how to interact with adult college students, avoidance of sexual situations on campus, and reporting of sexual assaults and other incidences), how to contact authorities for help and assistance, and how to properly identify and report unlawful behavior. SAUSD shall provide all parents of MCHS students with RSCCD/SAC policies concerning safety and security.
- **4.5 Emergency Procedures**. SAUSD must develop MCHS emergency response plans for the SAC premises that align with the SAC emergency response plans. The MCHS emergency plans must include procedures for evacuations, student reunification, procedures for lockdowns and for shelter in place and emergency

notifications to students, parents and to the proper SAUSD personnel. These plans must be shared with the SAC Campus Safety Office. MCHS students and staff will participate in SAC emergency drills that are scheduled for the Spring semester and Fall semesters. The requirement for SAUSD staff to be responsible for supervising MCHS students while at SAC during school hours extends to emergency situations. SAC and SAUSD will develop a plan that enables the on-site SAUSD safety officer from SAUSD to be able to communicate directly with the Campus Safety Staff at SAC during emergencies whether it be via cell phone or 2-way radio.

- 4.6 Security. The security of people, equipment, and property located in MCHS classrooms and offices is the exclusive responsibility of MCHS and the SAUSD Safety Office. SAUSD Safety Office will coordinate with SAC Campus Safety and or Santa Ana Police Department to provide general law enforcement services. MCHS personnel will work through the SAUSD Safety Office for the purpose of contacting SAC Campus Safety Officers for the purpose of emergency and preparedness planning. SAC will supply keys to MCHS classrooms and offices to individuals authorized by the MCHS Site Administrator. MCHS faculty and staff will not loan. transfer, duplicate or use the keys in a manner inconsistent with the written rules on the key application. MCHS staff will advise SAC Campus Safety and Security whenever MCHS personnel leave the MCHS program and will be responsible for the return of keys to SAC Campus Safety and Security. MCHS faculty or staff will reimburse SAC for the cost of replacing or re-keying system locks, if either MCHS staff requests it or the loss of keys require it. SAC reserves the right to enter MCHS facilities for maintenance, custodial, and emergency services. SAC Campus Safety and SAC Facilities Services personnel have master keys for the MCHS premises.
- 4.7 Crime Reporting. RSCCD/SAC has a reputation for maintaining safe campuses, where staff, students and faculty can work and study without fear for their personal safety or property. All crimes occurring on SAC property must be reported to SAC Campus Safety and Security. If crime reports are prepared by SAUSD, a copy must be forwarded to SAC Campus Safety and Security upon completion. SAC will prepare reports and disclosures required under the Clery Act. Disciplinary referrals will be reported by SAC to SAUSD and responsibility for reporting such referrals for Clery purposes will be with SAUSD, if reporting is required of SAUSD under the Clery Act. The Federal Student Right-to-Know, Crime Awareness and Campus Security requires colleges and universities to publish and distribute a report concerning campus crime statistics and security policies. MCHS students can access the Annual Report for Rancho Santiago Community College District via https://www.rsccd.edu/Departments/Security-and-Public-Safety/Pages/crimestatistics.aspx. SAC campus is accessible to individuals with varied backgrounds as they pursue their goals within higher education. Public information regarding sex offenders in California may be obtained by viewing the Megan's Law website. MCHS will include the crime awareness message in their Student/Parent Orientation.
- 4.8 Title IX Investigations Matters of Title IX investigations involving both RSCCD/SAC and SAUSD will be handled cooperatively between the appropriate RSCCD/SAC and SAUSD administrators and Title IX investigators. If either Party to this Agreement learns of a Title IX concern regarding one of their students or staff members and the other Party's student or staff members they will immediately notify the other Party and cooperate with the investigation.
- 4.9 Application and Orientation SAUSD staff will ensure all MCHS students are fully matriculated to the college prior to taking SAC courses including application and assessment. SAUSD will ensure that all students and parents are oriented to the MCHS program which will include disclaimers and responsibilities associated with minor students taking college credit classes with adult students.

5. DATA SHARING/OWNERSHIP

- **5.1. FERPA.** When considering the dissemination of student data, all FERPA (Family Educational Rights and Privacy Act) guidelines will be followed by SAUSD, MCHS staff, and SAC. Parent initiated questions and concerns regarding college coursework and student performance will be handled through the MCHS office. Parents of MCHS students may not contact SAC staff directly. SAUSD will require that parents of MCHS enrolled students sign a parent agreement at the beginning of each academic school year, to prevent FERPA violation for SAC and SAUSD. The form and content of the parent agreement is subject to SAC review and acceptance.
- **5.2. Grade Reporting.** SAC will provide the MCHS Site Administrator access to the students' grades in the college courses within one week after the course ends.

6. FUNDING AND EXPENSES

- **6.1. Apportionment.** MCHS students shall receive college credit for all college classes offered by SAC. SAC and SAUSD shall each claim the attendance for their own course enrollment.
- **Textbook and Instructional Materials.** Instructional material costs for the SAUSD courses will be covered 100% by SAUSD. Instructional material costs for the SAC courses which MCHS students are enrolled include the college-course textbooks, workbooks, lab fees and related student-course materials will be paid by SAUSD.
- **Enrollment Fees.** SAC agrees to waive the enrollment fee for all concurrently enrolled SAUSD high school students attending SAUSD.
- **6.4. Student Identification Cards.** MCHS students will possess two student identification cards as follows:
 - 1. A card provided by MCHS connoting high school status; and
 - 2. A card provided by SAC to use at the bookstore, library and campus events.

7. INDEMNIFICATION AND INSURANCE

7.1. Liability. The Parties agree to allocate potential liability between themselves with the intent that SAUSD shall generally be responsible for the acts and omissions of its own employees and students, and RSCCD shall generally be responsible for the acts and omissions of its own employees and students, as specifically set forth below in Section 7.2, Mutual Indemnification.

7.2. Mutual Indemnification

- 7.2.1. RSCCD Indemnity. RSCCD agrees to defend, indemnify and hold SAUSD 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. RSCCD shall not defend, indemnify or hold harmless SAUSD from any liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent, reckless, criminal, or intentional acts or omissions of any SAUSD employee, any student(s) or other third parties that may come on the SAC campus.
- **7.2.2. SAUSD Indemnity**. SAUSD agrees to defend, indemnify and hold SAC and RSCCD, its officers, employees and agents harmless from and against any

3.2 (8)

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 SAUSD its officers, agents or employees. SAUSD shall not defend, indemnify or hold harmless RSCCD from any liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent, reckless, criminal, or intentional acts or omissions of any SAC or RSCCD employee, any student(s) or other third parties that may come on the SAC campus.

- **8. INSURANCE.** Each Party, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 - **8.1. General Liability**. General Liability Insurance (including broad form property damage and contractual liability) with limits of liability not less than two million dollars (\$2,000,000) each occurrence, and five million dollars (\$5,000,000) annual aggregate. Insurance afforded by the SAUSD commercial general liability policy shall be endorsed to provide coverage to RSCCD as an additional insured.
 - **8.2.** Automobile Liability Insurance with a limit liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."
 - **8.3. Workers Compensation**. Workers' Compensation coverage limits shall be as required under California State law.
 - **8.4.** Additional Insurance. Such other insurance, as may be reasonably requested in writing by a Party, in such amounts which from time to time may be required by the mutual consent of SAUSD and RSCCD against other insurable risks relating to performance of this Agreement. SAUSD and RSCCD may, in their own respective discretion obtain such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement.
 - **8.5. Insurance and Limits of Liability**. It should be expressly understood, however, that the insurance coverages and limits required under this Section shall not in any way limit the liability of either Party.
- **9. AMENDMENT**. This Agreement may be amended only with the mutual consent of the Parties. All amendments must be in writing and must be approved by the Parties' respective governing Boards.
- 10. TERMINATION. This Agreement may be terminated upon written notice by either Party as provided below. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. Notification of termination must be submitted six (6) months prior to the beginning of the semester for which it will be in effect. The effective date of termination shall be the end of the then current academic year to avoid unreasonable disruption to both Parties and its students.
- **11. ASSIGNMENT**. Neither Party may assign or transfer any interests, rights, or obligations contained in this Agreement without the prior written consent of the other Party.

8 3.2 (9)

12. NOTICES. Notices of the Parties to the other shall be by United States Mail, postage fully prepaid or courier services. Notices by United States Mail are effective the third (3rd) working day after the postmark date. Notices by courier services are effective upon proof of delivery. Notices shall be delivered as follows:

| SAUSD | SAC |
|--|---|
| Superintendent | Vice Chancellor |
| Santa Ana Unified School District 1601 E Chestnut Ave Sana Ana, CA 92701 | Business Operations/Fiscal Services Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706 |
| | Copy sent to: President Santa Ana College 1530 W. 17 th St. Santa Ana, CA 92706 |

- **13. INCORPORATION OF RECITALS AND EXHIBITS.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.
- **14. CONSTRUCTION**. The parties acknowledge that each party and its counsel have reviewed and revised (or has had an opportunity to review and revise) this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.
- 15. <u>COUNTERPARTS</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single
- **16. ENTIRE AGREEMENT**. This Agreement contains the entire understanding of the parties and supersedes any and all other written or oral understanding. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement or its exhibits.
- 17. <u>CAPTIONS</u>. Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, 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, and in no way define, limit or prescribe the scope or intent of this Agreement or any provisions thereof.
- **18. SEVERABILITY**. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

9

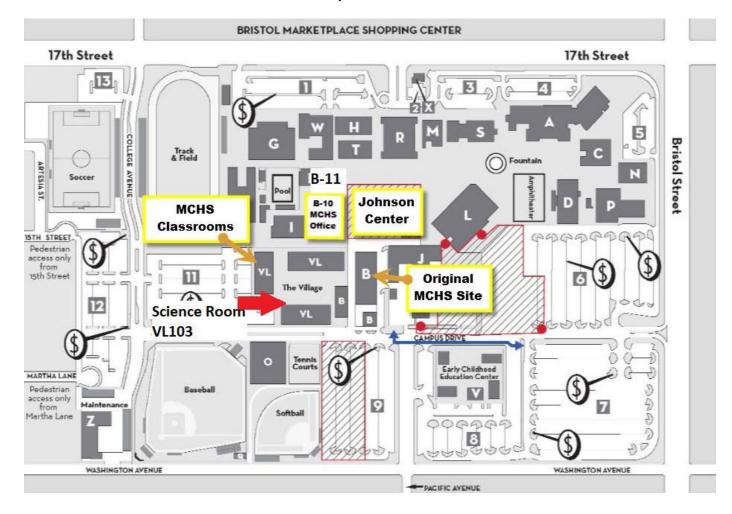
- **19. FURTHER ASSURANCES**. Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.
- **20. NO THIRD-PARTY BENEFICIARIES**. The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.
- 21. WARRANTY OF AUTHORITY. The individuals executing this Agreement on behalf of RSCCD and SAUSD are authorized by RSCCD or SAUSD, as applicable, to execute this Agreement on behalf of RSCCD or SAUSD and to bind RSCCD and SAUSD to the terms hereof upon ratification/approval of this Agreement by the RSCCD and SAUSD Boards of Trustees.

The duly authorized representatives of the Parties sign this Agreement below.

| Santa Ana Unified School District | Rancho Santiago Community College District | | |
|------------------------------------|--|--|--|
| Jerry Almendarez Superintendent | Adam M. O'Connor Interim Vice Chancellor Business Operations/Fiscal Services | | |
| Date: | Date: | | |

10

Appendix 1 2021-2022 Map and Room Utilization



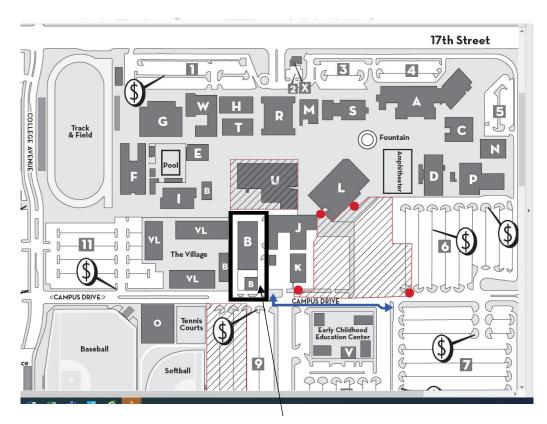
Room Utilization

| VL-306 | VL-305 | VL-304 | VL-303 | VL-302 | VL-301 |
|--------|--------|--------|--------|--------|--------|
| VL-307 | VL-308 | VL-309 | VL-310 | VL-311 | VL-312 |

V-103

MCHS Office B-11

Appendix 2 2022-2026 Map and Room Utilization



MCHS Operational Area

Room Utilization B-33 **MCHS** Office 2ND FLOOR B-25 B-28 B-24 B-26 B-27 B-29 B-30 B-31 1ST FLOOR B-16 B-19 B-17 B-18 B-20 B-21 B-15 B-22