

**AGREEMENT BETWEEN THE SANTA ANA UNIFIED SCHOOL DISTRICT
AND RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ON BEHALF OF SANTA ANA
COLLEGE ACADEMIC TALENT SEARCH PROGRAM
FOR ANNUAL PROGRAM SERVICES TO PROGRAM PARTICIPANTS FOR SIERRA PREPARATORY
ACADEMY, WILLARD INTERMEDIATE, CENTURY HIGH SCHOOL, SADDLEBACK HIGH SCHOOL,
SANTA ANA HIGH SCHOOL AND VALLEY HIGH SCHOOL**

This agreement is made and entered into this 15th day of December, 2020,
Between SANTA ANA UNIFIED SCHOOL DISTRICT of ORANGE COUNTY, California,
Hereinafter referred to as "District", and the SANTA ANA COLLEGE: ACADEMIC TALENT
SEARCH PROGRAM, SANTA ANA, CA, hereinafter referred to as "ATS".

WHEREAS, ATS is a provider of college bound services, academic guidance,
mentoring, tutoring, and University and Cultural Field Trip(s) to the following Schools:
**Sierra Preparatory Academy, Willard Intermediate, Century High School,
Saddleback High School, Santa Ana High School, and Santa Ana Valley High
School;** and

WHEREAS, college bound services, academic guidance, mentoring, tutoring and
University/Cultural field trip(s) of the type to be provided under this Agreement require
specialized knowledge, experience and availability which supplement the District's
employees and thereby augment services to program participants that may not be available
within the District, and

WHEREAS, it is the desire of the Governing Board of the District to contract with ATS
to provide college bound services, academic guidance, mentoring, tutoring, and
University/Cultural field trip(s) to the following schools: Sierra Preparatory Academy (8th
Grade); Willard Intermediate (8th Grade); Century High School (9th-12th); Santa Ana High
School (9th-12th); Saddleback High School (9th-12th); Santa Ana Valley High School (9th-12th)
through the operation of ATS, more particularly described in Exhibit "A" attached hereto
(**"DESCRIPTION OF SERVICES AND PROGRAM INFORMATION"**); and

WHEREAS, in consideration of the mutual promises of the parties hereto, ATS has
been selected by the parties to college bound services, academic guidance, mentoring,
tutoring, and University/Cultural field trip(s), and the District hereby retains ATS upon the
terms and conditions set forth below, and ATS hereby accepts and agrees to perform the
college bound services, academic guidance, mentoring, and University/Cultural field trip(s)
upon said terms and conditions:

THEREFORE, DISTRICT and ATS mutually agree as follows:

1. Term. The Term of this agreement shall be from December 15, 2020 thru August 31, 2025.
2. ATS Staff. ATS will provide a Student Services Coordinator (1); Student Services Specialists (4); Mentor(s); Tutors (1) based on the needs of the program's participants.
3. Collaboration of Staff. ATS shall provide the services in conjunction with a school counselor, teacher or other contact designated by the District. Areas of collaboration:
 - Outreach/Recruitment of (776) student participants: (50) per Intermediate School; (169) per High School (coordination of student informational, orientation, in-class presentations, etc...)
 - Designated room for lunch/after school workshops (for students/parents)
 - Designated space for individual advisement
 - Access to technology equipment and computer lab

- Communication to students (marketing, workshop reminders/announcements, etc...)
 - Access to Student Data: Class Schedules, transcripts, grade reports, attendance sheets, contact information, Financial Aid (FAFSA) submission information, etc...
4. Fingerprinting. ATS agrees to comply with Education Code section 45125.1 by requiring all of its employees and interns and agents to be fingerprinted and receive clearance through the Department of Justice and the Federal Bureau of Investigation. ATS shall certify in writing that all of its employees or agents have fulfilled the fingerprinting requirement, and certify that none of its employees or agents that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). ATS agrees to sign the Certification which is attached to the Agreement as Exhibit "B". ATS shall send names of individuals cleared or requiring fingerprinting to District.
 5. Examination of Tuberculosis. ATS agrees to comply with Education Code Section 49406 in that all of ATS' employees or agents that may come in contact with District pupils must submit to an examination for tuberculosis to determine that she or he is free of active tuberculosis, which if positive must be followed by an X-ray of the lungs. The ATS employee or agent undergoing the examination is responsible for any expenses related to this examination. ATS shall send names of individuals for examination for tuberculosis to District.
 6. Cancellation of Agreement. This Agreement may be terminated prior to August 31, 2021, upon mutual agreement of DISTRICT and ATS or upon thirty (30) days written notice by either party to the other.
 7. Independent Contractor. This is not a joint venture. The parties understand that ATS is an independent contractor. The employees, agents, and associates of ATS are not employees, agents, or associates of the District. The District will not provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of ATS or its employees, agents, and associates.
 8. Notice Requirements. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivery in person or Deposited in the United States mail, postage prepaid, addressed as follow:

Ricardo G. Salazar
Director of Purchasing
Santa Ana Unified School
District 1601 E. Chestnut Ave.
Santa Ana, CA 92701

Marilyn Flores, Ph.D.
Interim President
Santa Ana College
1530 W. 17th St.
Santa Ana, CA 92706

9. Indemnification. Each party hereby agrees to indemnify, defend and hold the other party including its agents and employees, harmless from claim, demand, loss, claim or damage (including attorney fees) arising out of this Agreement, or the services performed hereunder, to the extent that the claim, demand, loss, claim or damage caused by the indemnifying party's breach of any obligation contained in this Agreement or intentional negligence act or omission of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties here to have executed this Agreement.

Santa Ana Unified School District

SAC Academic Talent Search Program

DocuSigned by:

Bissan Abdelhadi



Adam O'Connor (Jan 13, 2021 16:04 PST)

Ricardo G. Salazar
Director of Purchasing
Santa Ana Unified School District

Bissan Abdelhadi

Adam M. O'Connor
Interim Vice Chancellor,
Business Operations/Fiscal Services
Rancho Santiago Community College
District on behalf of Santa Ana College

9/22/2021

Jan 13, 2021

Date

Date

EXHIBIT "A"
DESCRIPTION OF SERVICES AND PROGRAM INFORMATION
Program Objectives and Services

OBJECTIVE A) Secondary School Persistence: 95% of non-senior participants served each project year will complete the current academic year and continue in school for the next academic year, at the next grade level.

OBJECTIVE B) Secondary School Graduation (regular secondary school diploma) 80% of seniors served during the project year will graduate during the project year with a regular secondary school diploma within the standard number of years.

OBJECTIVE C) Secondary School Graduation (rigorous secondary school program of study): 40% of seniors served during the project year will complete a rigorous secondary school program of study and will graduate during the project year with a regular secondary school diploma within the standard number of years.

OBJECTIVE D) Postsecondary Education Enrollment: 75% of participants, who have graduated with a regular secondary school diploma, during the project year, will enroll in an institution of higher education by the fall semester immediately following high school graduation or will have received notification, by the fall semester immediately following high school, from an institution of higher education, of acceptance but deferred enrollment until the next academic semester (e.g. spring semester).

OBJECTIVE E) Postsecondary Attainment: 35% of participants served during the project year, who enrolled in an institution of higher education, by the fall semester immediately following high school graduation or by the next academic semester (e.g. spring semester) as a result of acceptance but deferred enrollment, will complete a program of postsecondary education within six years.

These five objectives will be addressed through specific activities with program participants from 8th-12th grades depending on the services they need.

EXHIBIT "B"

CERTIFICATION OF CRIMINAL BACKGROUND CLEARANCE

With respect of the Agreement dated December 15, 2020 between the Santa Ana College Academic Talent Search Program ("ATS") and the Santa Ana Unified School District ("District") for the provision of college bound services, academic guidance, mentoring, tutoring, and University/Cultural field trip(s), ATS hereby certifies to the District's governing board that it has completed the fingerprinting and criminal background check requirements of Education Code section 45125.1, and that none of its, employees or other agents that may come in contact with District students has been convicted of a violent felony listed in Penal Code section 667.5(c) or serious felony listed in Penal Code section 1192.7 (c).


Tracie Green (Jan 26, 2021 10:45 PST)
Tracie Green
Vice Chancellor, Human Resources
Rancho Santiago Community College District

Jan 26, 2021

Date