



Agenda Item Details

Meeting	Aug 12, 2024 - REGULAR BOARD OF TRUSTEES MEETING (HYBRID)
Category	4. PUBLIC SESSION
Subject	4.5 Approval of Consent Calendar
Type	Action
Recommended Action	Motion to approve Consent Calendar items as presented and/or amended.

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

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

Motion & Voting

Motion to approve Consent Calendar items as presented and/or amended.

Motion by Phillip Yarbrough, second by Zeke Hernandez.

Final Resolution: Motion Carried

Aye: David Crockett, Zeke Hernandez, Daisy Tong, Phillip Yarbrough, Ricardo Alcaraz



Agenda Item Details

Meeting	Aug 12, 2024 - REGULAR BOARD OF TRUSTEES MEETING (HYBRID)
Category	6. INSTRUCTION
Subject	6.8 *Approval of Teach-Out Agreement between RSCCD on behalf of Santa Ana College and Eastern Gateway Community College
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Recommended Action	Motion to approve the Teach-Out Agreement between RSCCD on behalf of Santa Ana College and Eastern Gateway Community College, located in Steubenville, Ohio, as presented.

BACKGROUND:

Eastern Gateway Community College ("EGCC") in Steubenville, Ohio, listed in Newsweek as one of America's Top Online Colleges in 2023, will close after its Summer 2024 term. They've provided information on over 7,500 students, including students receiving Pell, who require teach-out agreements for their students in good academic standing to complete their degree requirements.

Several EGCC students have contacted and enrolled in our Online Degree Pathway programs and have found our online course offering format familiar. Students enrolled at Santa Ana College ("SAC") can access 35 out of the 79 programs that EGCC offers. Our capacity to meet the needs of our students can be met by hiring faculty who meet Distance Education Certification Requirements through the completion of training or meeting waiver requirements. Students enrolled at SAC also have access to courses through the California Virtual Campus.

SAC recognizes the undue hardship that EGCC students face. This Teach-Out Agreement between RSCCD on behalf of Santa Ana College and Eastern Gateway Community College ("Agreement") will allow students requiring less than the 12-semester units in residence within the college district to have their degrees or certificates conferred through SAC. Under this Agreement, each non-California Resident student transferring to SAC (Teach Out partner), the student will be charged \$167 per credit hour. It is understood additional fees (books, labs, activities, etc.) may be charged to the student.

ANALYSIS:

The Agreement shall be in effect until the earlier of (i) June 30, 2026 or (ii) the date on which the last Teach-Out student graduates from their Teach-Out Program. It carries no costs or other financial arrangements.

RECOMMENDATION:

It is recommended the Board of Trustees approve the Teach-Out Agreement between RSCCD on behalf of Santa Ana College and Eastern Gateway Community College, Steubenville, Ohio, as presented.

PREPARED BY:

Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs, Santa Ana College
Matthew Valerius, Acting Dean, Academic Affairs, Santa Ana College

SUBMITTED BY:

Annebelle Nery, Ph.D., President, Santa Ana College

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.



TEACH-OUT AGREEMENT

This Teach-Out Agreement (“Agreement”) is made this 8th day of July 2024 by and between Santa Ana College for and on behalf of Eastern Gateway Community College (“EGCC”), collectively referred to as the “Parties.”

WHEREAS, Santa Ana College is an institution having the necessary experience, resources, and support services to assist EGCC in the implementation of the Teach-Out Plan through the provision of educational services that are of high quality and are reasonably similar in content, structure and scheduling to those provided by EGCC;

WHEREAS, Santa Ana College desires to partner with EGCC to implement its Teach-Out Plan to enable the Teach-Out Students to complete their educational programs by successfully completing remaining program requirements after EGCC’s closure;

WHEREAS, EGCC and Santa Ana College are committed to informing and being familiar with the Requirements of EGCC’s Provisional Plan, such plan may be viewed and downloaded at: [Disclosures - Eastern Gateway Community College \(egcc.edu\)](https://egcc.edu/disclosures);

WHEREAS, EGCC and Santa Ana College intend to apply for and obtain all necessary accrediting agency and other regulatory approvals to implement this Agreement and the Teach-Out Plan;

WHEREAS, EGCC and Santa Ana College are committed to inform students of their option to obtain a closed school discharge and otherwise support students in their choice, such information is included in the provisional plan Appendix D;

WHEREAS, EGCC and Santa Ana College positively affirms that the Teach-Out Agreement is consistent with all applicable state and federal regulations in the state of Ohio, as well as the state of the teach out partner.

WHEREAS, EGCC and Santa Ana College have included as [Exhibit B](#): information on the number and types of credits the teach-out receiving institution is willing to accept prior to each student’s enrollment generally and to be specifically communicated to each student should this agreement be triggered, and a student inquire at the teach out institution;



WHEREAS, EGCC and Santa Ana College commit to make a clear statement to students of the tuition and fees of the educational program at the receiving institution as well as the number and types of credits that will be accepted by the teach-out receiving institution; generally, and to be specifically communicated to each student should this agreement be triggered, and a student inquire at the teach-out institution, such information included in Appendix D of the Provisional Plan, will be provided to each student;

WHEREAS, EGCC and Santa Ana College expressly state to students that the information contained in Exhibit A and Exhibit B express all of the necessary information regarding the tuition and fees of the educational program and the number and types of credits that will be accepted by Santa Ana College;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EGCC and Santa Ana College agree as follows:

ARTICLE I – SUBJECT TO APPROVAL

1.1 This agreement is made, entered into, and executed by the Parties pursuant to Policy FDCR.B.10.010, Commission Approval of Institutional Teach-Out Arrangements, of the Higher Learning Commission (“Commission”) and is subject to the receipt in form and substance acceptable to EGCC and Santa Ana College in their sole discretion of all consents, licenses, filings, authorizations, certifications, accreditations or other approvals required by all Educational Agencies, including without limitation, the Higher Learning Commission, any program accreditation agencies, and the U.S. Department of Education (“USDoE”) (collectively, the “Teach-Out Approvals”).

1.2 EGCC has developed the Provisional Plan, attached as Exhibit C, which is also subject to the Commission Teach-Out Approvals.

1.3 This Agreement and the Provisional Plan will not be implemented by either EGCC or Santa Ana College until the Teach-Out Approvals have been obtained in form and substance acceptable to EGCC and Santa Ana College in their sole discretion, which approvals shall include, without limitation, authority to grant degrees and certificates as provided in Article IX to Teach- Out Students who successfully complete their educational programs and meet all applicable requirements for graduation from their educational programs. EGCC and Santa Ana College will cooperate in efforts to obtain the Teach-Out Approvals, and in efforts to respond to questions, requests, and objections of any Educational Agencies. Drafts of any filings or notices prepared by EGCC for submission in respect of the Teach-Out approvals must be provided to Santa Ana College for review and approval prior to submission.



ARTICLE II – PURPOSES

2.1 The purpose of this Agreement is to ensure compliance with applicable accrediting agency and other regulatory agency requirements and delivery of certain educational services to the Teach-Out Students following the Effective Date as outlined in this Agreement to enable such Teach-Out Students who are in good academic standing at EGCC and who otherwise meet applicable conduct standards at both EGCC and Santa Ana College to complete their degree or certificate through Santa Ana College by successfully completing remaining EGCC program requirements with the assistance of Santa Ana College.

ARTICLE III – DEFINITIONS

3.1 A “Teach-Out Program” is any one of the EGCC educational programs listed on [Exhibit B](#), which programs will be offered by Santa Ana College under this Agreement.

3.2 A “Teach-Out Student” is any student enrolled at EGCC in a Teach-Out Program as of the Effective Date who elects to participate in the teach-out arrangement as provided for in this Agreement. A student who begins to receive educational services as a Teach-Out Student shall cease to be a Teach-Out Student upon the earlier of (i) transferring into or otherwise enrolling in an educational program at Santa Ana College other than the Teach-Out Program in which the student was enrolled as of the Effective Date, (ii) five calendar years from the date on which the student began his or her educational program at EGCC as determined by Santa Ana College or (iii) upon the termination of this Agreement pursuant to Section 4.2. Appendix A in the Provisional Plan is a list of all currently enrolled EGCC students that Santa Ana College believes, based upon currently available information, are reasonably likely to qualify as Teach-Out Students. Appendix A excludes those currently enrolled students who are scheduled to graduate prior to the Effective Date. Appendix A in the Provisional Plan also identifies the respective campuses and educational programs for all listed students.

3.3 A “Transfer Student” is a Teach-Out Student who does not complete and graduate from his or her Teach-Out Program on or before June 30 2026. The anticipated date of graduation of each Transfer Student as of the Effective Date is included in Appendix A of the Provisional Plan.

3.4 The “Provisional Plan” is the academic plan attached as [Exhibit C](#), specifying how the academic partnership between the Parties will work for the benefit of and to minimize disruption to the Teach-Out Students.

3.5 An “Educational Agency” is any person, governmental authority, state educational agency, or accrediting body, whether governmental, government-chartered, private, or



quasiprivate, that (A) engages in granting or withholding consents, licenses, filings, authorizations, certifications, accreditations or other approvals for, or (B) administers any form of student financial assistance for students of, or (C) otherwise has jurisdiction to regulate institutions of higher education or postsecondary educational programs in accordance with standards relating to the performance, operation, financial condition and/or academic standards of, schools, educational programs and educational service providers.

ARTICLE IV -- EFFECTIVE DATE AND TERM

4.1 This Agreement shall become effective upon the date of execution of this Agreement (the "Effective Date"), subject to receipt of the Teach-Out Approvals.

4.2 This Agreement shall be in effect until the earlier of (i) June 30, 2026 or (ii) the date on which the last Teach-Out Student graduates from his or her Teach-Out Program, ceases to be a Teach-Out Student, or otherwise withdraws, ceases attending or is terminated from his or her educational program at Santa Ana College. In the event of termination under this Article or by operation of the terms of this Agreement, Article XII and Article XV will remain in effect and survive termination of this Agreement.

ARTICLE V – WRAP AROUND SERVICES

5.1 Each Teach-Out Student shall be enrolled at, and be considered a student of, Santa Ana College during the course of the teach-out contemplated by this Agreement.

5.2 In accordance with the Teach-Out Plan, Santa Ana College will provide to the Teach-Out Students the Wrap Around Services. EGCC agrees to provide an updated final list of Teach-Out Students no later than the Effective Date and will certify that the students on such lists are in good academic standing and meet applicable conduct and technical standards.

5.3 EGCC agrees that, effective upon signing this Agreement, it shall not enroll new students for any term subsequent to the Spring 2024 term.



ARTICLE VI – OBLIGATIONS OF Santa Ana College

6.1 Pursuant to this Agreement, Santa Ana College agrees to:

(a) Provide Teach-Out Students with academic, administrative and student support services on par with other Santa Ana College Students to enable them to complete the applicable educational program requirements for purposes of the award of the applicable degree or certificate as provided in Article IX, which services represents will be (i) comparable to those received by EGCC students and (ii) appropriate given the educational programs in which such Teach-Out Students are enrolled (“the Wrap Around Services”).

(b) Provide the Wrap Around Services to Teach-Out Students on par with other Santa Ana College Students, subject to the requirements of applicable Educational Agencies, and subject to timely payment of tuition and fees by the Teach-Out Students.

(c) Establish and maintain responsibility for the status of international students consistent with the requirements of the Student Exchange and Visitor Program and U.S. Immigration and Customs Enforcement.

(d) Maintain all EGCC student records, to include academic, financial, and any record of the student at EGCC, after the Effective Date consistent with any and all applicable accrediting agency, state, and federal requirements.

(e) Notwithstanding anything in this Agreement to the contrary, provide the Services to each Teach-Out Student in a manner reasonably equivalent, to the extent as would reasonably be expected to be required by the entities issuing the Teach-Out Approvals, in (i) program content, (ii) program length and schedule, (iii) tuition, student fees, payment schedules, and financing options, (iv) accreditation status, (v) credential awarded, (vi) instruction and equipment, (vii) placement assistance and student services, and (viii) facilities, to the program for which the Teach-Out Student was enrolled.



6.2 Notwithstanding anything in this Agreement to the contrary Santa Ana College, expressly does not make any representation or guaranty that any Teach-Out Student will graduate from his or her educational program, or graduate on the same schedule or at the same time as had been anticipated by the student or EGCC at Santa Ana College or that the educational program to be made available to each Teach-Out Student will be identical to the program in which the Teach-Out Student is enrolled at Santa Ana College.

ARTICLE VII – OBLIGATIONS OF EGCC

7.1 EGCC will, to the extent it has funding and personnel:

(a) Provide Santa Ana College with office space at EGCC for an on-site presence and provide Santa Ana College with access to that space within normal hours of operation.

(b) In consultation with Santa Ana College, schedule student forums and other opportunities for EGCC students to become familiar with Santa Ana College programs, faculty, student clubs, and groups.

(c) Upon the request of Santa Ana College, promptly make available to Santa Ana College an official copy of any Teach-Out Student's transcript and a complete copy of the student's admissions, academic, conduct and financial records.

(d) Direct all telephone and web inquiries about the opportunity to transfer to Santa Ana College to such office or web address as Santa Ana College will designate.



ARTICLE VIII– PROVISION OF TITLE IV TO TEACH-OUT STUDENTS

8.1 Santa Ana College shall provide federal student financial assistance under Title IV of the Higher Education Act of 1965, as amended, and its implementing regulations (collectively, “Title IV”) to Teach-Out Students under Santa Ana College’s OPE Identification Number 001284 subject to the approval of the USED and subject to Santa Ana College’s determination of the amounts to which each Teach-Out Student is eligible to receive under Title IV.

8.2 Both Parties, and specific to EGCC to the extent it has funding and personnel, agree to work collaboratively to create a smooth financial aid application process with clear timelines and communications for Teach-Out Students.

ARTICLE IX -- DEGREE COMPLETION AND GRADUATION

9.1 Award of Degrees to Teach-Out Students. Teach-Out Students, other than Transfer Students, who complete applicable program requirements shall be eligible to receive degrees from Santa Ana College, in accordance with this Section 9.1. Santa Ana College shall require each student to elect to receive a degree from Santa Ana College and shall inform such students of the likely implications of the student’s choice on the availability of Title IV funding for the student. Under no circumstance can students receive degrees from EGCC.

- (a) Santa Ana College will at its sole discretion grant to Teach-Out Students, other than Transfer Students, the credit hours earned by each such student receiving the Wrap Around Services. Santa Ana College will grant the applicable Santa Ana College degree, in accordance with the terms of the Teach-Out Approvals, to those Teach-Out Students who will receive a degree upon successful completion of the applicable program requirements and meet the applicable graduation requirements, including, without limitation, satisfaction of tuition and fee obligations in accordance with Article X of this Agreement.

(b) Santa Ana College will at its sole discretion grant to Teach-Out Students, other than Transfer Students, the credit hours earned by each such student at EGCC prior to the Effective Date. Santa Ana College will grant the applicable EGCC degree, in accordance with the terms of the Teach-Out Approvals, to those Teach-Out Students who will receive a Santa Ana College degree, and who upon Santa Ana College sole determination successfully complete the applicable program requirements and meet the applicable graduation requirements, including, without limitation, satisfaction of tuition and fee obligations in accordance with Article X of this Agreement.

(c) For the avoidance of doubt, no Transfer student will receive a EGCC degree or certificate.

9.2 Award of Degrees to Transfer Students. Santa Ana College will at its sole discretion grant to Transfer Students the credit hours earned by each such student by attending the student's Teach-Out Program (i) at Santa Ana College prior to the Effective Date and (ii) to the extent applicable, at _from and after the Effective Date. Santa Ana College will grant the applicable EGCC degree or certificate to those Transfer Students who upon Santa Ana College's sole determination successfully complete the applicable program requirements and meet the applicable graduation requirements, including, without limitation, satisfaction of tuition and fee obligations in accordance with Article X of this Agreement.

9.3 Transfer Students who do not complete applicable program requirements and meet applicable graduation requirements prior to the termination of this Agreement pursuant to Section 4.2 shall not be entitled to (i) receive a degree under this Agreement, or (ii) otherwise continue to be enrolled at Santa Ana College. However, Santa Ana College may, at its sole discretion, permit such students to apply for admission as regular Santa Ana College students, in accordance with policies and procedures determined by Santa Ana College.

9.4 Santa Ana College shall waive all residency requirements with respect to the Teach-Out Students, including any requirements that students complete a certain number of credit hours at Santa Ana College.



ARTICLE X – ENROLLMENT AND TUITION

10.1 Tuition and fees for Teach-Out Students will be as close as possible to the equivalent listed tuition and fees those students would have paid had they continued to complete program requirements at EGCC. Currently, at Santa Ana College, residents pay \$46 per unit and non-residents pay \$399 per unit. This is compared to \$137 per credit hour for Ohio residents and \$138 per credit hour for non-residents.

10.2 All Teach-Out Students will be subject to and abide by Santa Ana College's policies and procedures for tuition payments. Payment schedules and financing options available to Teach-Out students at EGCC shall be honored during the course of the teach-out.

10.3 Santa Ana College will be responsible for the billing and collection of tuition and fees for the Teach-Out Students. Santa Ana College will be entitled to retain all tuition and fees collected from or on behalf of the Teach-Out Students. In the event that EGCC receives or has received any amounts, including any student financial assistance funds, which are attributable to and related to instruction to be provided after the Effective Date, such funds must be remitted to Santa Ana College promptly; *provided, however*, that Santa Ana College shall comply with any applicable refund or return of funds requirements, including Title IV requirements.

10.4 Teach-Out Students who have not satisfied all financial obligations for prior terms, with the exception of de minimum amounts, as of the start of any subsequent term will not be permitted to enroll for the subsequent term without the consent of Santa Ana College.

10.5 Teach-Out Students shall not be subject to the minimum unit residency requirement for earning a Santa Ana College degree or certificate (currently, 12 semester units) due to undue hardship.

ARTICLE XI – ADMINISTRATIVE STURCTURE/RESPONSIBILITIES

11.1 The Parties, and specific to EGCC to the extent it has funding and personnel, will each appoint an individual who will serve as the primary contact for the Parties for all operational aspects of the Agreement (“Teach-Out Coordinator”).

11.2 The Teach-Out Coordinators will coordinate with the Parties’ chief academic officer and Institutional Effectiveness Office or other relevant staff to ensure accurate and consistent communications to Teach-Out Students regarding academic program matters, coursework, information on course schedules, tuition and other fees, financial aid, and other relevant matters.



11.3 Each Teach-Out Coordinator will communicate material changes in a Party's policies or procedures to the other Teach-Out Coordinator in advance of sharing that information with students in order to support the successful communication of information.

ARTICLE XII – CONFIDENTIALITY

12.1 The Parties will comply with all applicable federal, state, and local laws, rules, and regulations respecting the confidentiality of Confidential Information, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). For the purposes of this Agreement, Santa Ana College's access to Confidential Information is pursuant to 34 CFR § 99.31 (a)(1)(B) respecting contracts for the performance of services.

12.2 **Student Information.** Both during the term of this Agreement and thereafter, the Parties covenant and agree to hold student Confidential Information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law. Each Party covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any Confidential Information, but instead will use that information only for the purposes contemplated hereunder. Further, each Party covenants and agrees that it will not disclose any Confidential Information to any third party except as may be required in the course of the Agreement hereunder and for a legitimate educational interest or as otherwise allowed or required by law. EGCC expressly agrees that copies of all financial and education records relating to the Teach-Out Students as of the Effective Date shall be made available to Santa Ana College no later than the Effective Date, and EGCC expressly agrees that, following the Effective Date, final grades for such students will be provided to Santa Ana College as promptly as possible following each term of study.

12.3 As used in this Agreement, the term "Confidential Information" means all personally identifiable information, as defined by FERPA, and all individually identifiable health information as defined by HIPAA, including but not be limited to, a student's name, the name of the student's parent or other family member, the address of the student or student's family, a personal identifier, such as the student's social security number, student number or birth date; a list of personal characteristics or other information that would make the student's identity easily traceable; education and/or medical records of students; an individual's past, present or future physical or mental health or condition; the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual.



12.4 Parties' Information. Both during the term of this Agreement and thereafter, each Party covenants and agrees to hold Confidential Information in trust and confidence and to exercise diligence in protecting and safeguarding such information. Each Party covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said Confidential Information, but instead will use said information only for the purposes contemplated hereunder. Neither Party will disclose, reproduce, or in any other way disseminate to any third party any Confidential Information available from or provided by the other Party, except as, and to the extent that, it is necessary and appropriate for it to perform its obligations under this Agreement or required by law, including but not limited to Ohio Revised Code Section 149.43.

12.5 Exceptions to Confidentiality Obligations. Notwithstanding the foregoing, the Parties' obligations of confidentiality will not include information which:

- (a) at the time of disclosure was in the public domain;
- (b) becomes generally available to the public other than through any act or omission of the Party or its personnel; and
- (c) is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to the effected Party in a timely manner in order to afford that Party the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.

ARTICLE XIII – POLICIES AND PROCEDURES

13.1 Santa Ana College academic policies and procedures, including those relating to program requirements, program progression, and graduation requirements, will continue to apply to the Teach-Out Students throughout the teach-out contemplated by this Agreement; provided, however, that the Parties shall endeavor to harmonize such policies and procedures, as well as all nonacademic policies and procedures, with those of EGCC.

13.2 Notwithstanding any other provision of this Agreement, Santa Ana College may modify EGCC's policies and procedures as applied to the Teach-Out Students if Santa Ana College determines in its sole discretion that the policies and procedures cannot be implemented in accordance with the requirements of an Educational Agency or the terms of a Teach-Out Approval.



13.3 Each Party may from time to time modify its policies and procedures in the normal course of business.

ARTICLE XIV – LIABILITY RESPONSIBILITY

14.1 Each Party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents, or employees. Neither Party is obligated to indemnify the other or hold the other Party harmless from costs or expenses incurred as a result of such claims. Each Party certifies that it has sufficient insurance or collateral to support this potential liability obligation.

14.2 Each Party shall give written notice to the other Party of the assertion of any claim or the commencement of any litigation within thirty (30) days' notice of the claim or commencement of litigation under this Agreement and shall cooperate with the other Party in the defense of the claim or litigation.

ARTICLE XV – LIMITATIONS ON AUTHORITY

15.1 The rights, powers, and authority of both Parties are subject to the following conditions and limitations: (1) neither Party shall have the authority to perform any act on behalf of the other except as expressly authorized in this Agreement or otherwise expressly authorized in writing; (2) without the approval of the other Party, neither Party will authorize or obligate the expenditure of any funds or create any liability or expense of the other Party; and (3) any contracts or obligations will require the signatures of both Parties.

ARTICLE XVI – GENERAL

16.1 This Agreement is governed by and constructed in accordance with the laws of Ohio, without regard to any conflict of laws provision.

16.2 Neither Party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other cause beyond either Party's control and which cannot be overcome by reasonable diligence and without unusual expense.



16.3 No term, covenant, or condition of this Agreement can be waived except by written consent of the waiving Party and forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver. Until complete performance by and of a term, covenant, or condition, a Party shall be entitled to invoke any remedy available to it under this Agreement or by law.

16.4 If any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

16.5 All representations, warranties, and statements of liability responsibility herein shall survive termination or cancellation of the Agreement.

16.6 The Agreement may be altered, amended, changed, or modified only by agreement in writing executed by representatives from EGCC and Santa Ana College who are authorized to so execute.

16.7 All rights and remedies of the Parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

16.8 The headings of the various articles and sections in this Agreement are for convenience and reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement, but are, instead, used only to specify the content of the articles and sections. Whenever the context requires, words denoting the singular number shall include the plural number and words denoting the plural number shall include the singular number.

16.9 The Parties agree to the terms and conditions of this Agreement and any Exhibits attached hereto and incorporated herein by reference. The Parties agree that if there are any conflicting terms and conditions between this Agreement and any Exhibits or related documents, then the terms and conditions of this Agreement shall prevail.

16.10 This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.



ARTICLE XVII – ENTIRE AGREEMENT

17.1 This Agreement and any Exhibits hereto shall constitute the entire understanding of the Parties as to the subject matter hereof and supersedes all prior agreements, discussions, and correspondence pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and each hereby represent and warrant that their respective signatory whose signature appears below has been and is fully authorized by all necessary and appropriate actions to execute this Agreement.

Dr. John R. Crooks, President
on behalf of Eastern Gateway Community College

Dr. John R. Crooks

By: Dr. John R. Crooks
Title: President

Date: 06/11/2024

Iris Ingram
Iris Ingram (Aug 14, 2024 14:39 PDT)

By: Iris I. Ingram
Title: Vice Chancellor, Business Services

Date: Aug 14, 2024






BOT Item 6.8 (Apvd 8.12.2024) SAC-24-078_A A_Eastern Gateway CC Agmt

Final Audit Report

2024-08-14

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By:	Marvin Gabut (Gabut_Marvin@sac.edu)
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