

EXHIBIT H

Workforce Development Skills at Valley High School Facility Use Agreement

This Workforce Development Skills at Valley High School Facility Use Agreement (this "Agreement") is dated as of February 24, 2025, and is entered into by and between Rancho Santiago Community College District, a California public community college district ("RSCCD") and Santa Ana Unified School District, a California public school district ("SAUSD"), and is attached as Exhibit "H" to that certain Master Collaboration Agreement dated September 14, 2022 entered into between RSCCD and SAUSD ("Master Agreement").

RECITALS

A. RSCCD has provided credit and non-credit courses to RSCCD students at SAUSD's Valley High School campus, located at 1801 S. Greenville St., Santa Ana, CA 92704 ("Valley High School"), addressing workforce development skills, workforce preparation, and career education courses related to specific job fields (the "RSCCD Courses"). RSCCD presently offers culinary courses as RSCCD Courses and would like to expand its RSCCD Courses offerings to include automotive courses and, in the future, potentially dental courses or other courses with the approval of SAUSD. The parties previously entered a Facility Use Agreement executed by RSCCD on September 20, 2023, and SAUSD on October 12, 2023, regarding the culinary program which, for ease of implementation, the parties now wish to amend, restate, and supersede with this Agreement, subject to the provisions of the Master Agreement.

B. The RSCCD Courses provide a benefit to the SAUSD community, through workforce development training to SAUSD students following graduation, as well as to SAUSD family members. Accordingly, and notwithstanding the classroom rental rate provisions of Section 5 of the Master Agreement, SAUSD wishes to make mutually agreed facilities at Valley High School available to RSCCD for the RSCCD Courses, on the terms and conditions set forth in this Agreement.

C. RSCCD and SAUSD seek to formalize and restate previous agreements, if any, regarding the use of SAUSD facilities to hold RSCCD Courses in order to add them as additional programs under the Master Agreement, pursuant to Section 4 of the Master Agreement titled "Addition of Programs."

D. In consideration of the terms and conditions set forth in this Agreement, SAUSD and RSCCD agree to the following, pursuant to the terms and conditions set forth in this Agreement and the Master Agreement.

TERMS

1. TERM

The term of this Program shall be as stated in Section 2 of the Master Agreement, unless terminated or extended in accordance with the Master Agreement.

2. PURPOSE

The purpose of this Agreement is to establish a mutually beneficial partnership to provide instructional credit and noncredit programs and RSCCD Courses for college students offered by RSCCD at Valley High School. These programs will address workforce development skills,

workforce preparation, and career education courses related to specific job fields. These will be regular RSCCD courses that are not part of the College and Career Access Pathways ("CCAP") Program Agreement between RSCCD and SAUSD.

3. POPULATION TO BE SERVED

RSCCD Courses shall be open to RSCCD students. The RSCCD Courses will be open to the public, so SAUSD students may enroll as a member of the public, however, such enrollment would be uncoordinated with SAUSD.

4. CLASSROOM RENTAL RATE

Section 5 of the Master Agreement shall not apply to this Agreement. As consideration for RSCCD's previous payment on behalf of SAUSD of the sum of \$474,639.50 for kitchen equipment, any Classroom Facilities (as defined in section 5 below) at Valley High School to be used by RSCCD in connection with the RSCCD Courses shall be provided rent-free.

5. ANNUAL SELECTION AND SCHEDULING OF AVAILABLE CLASSROOMS

Not later than fourteen (14) calendar days before the commencement of each academic term, SAUSD shall notify RSCCD in writing of the Valley High School classrooms, kitchens, food storage areas, automobile maintenance shops, storage facilities appurtenant to any of the foregoing, and other teaching spaces (collectively referred to herein for ease of reference as the "Classroom Facilities") that will be available to RSCCD during SAUSD's upcoming term. The number of Classroom Facilities identified by SAUSD shall not exceed ten (10) traditional classrooms, and shall not include labs unrelated to the contemplated automotive and culinary courses. Because SAUSD will not allow RSCCD to use any computer labs, SAUSD shall provide RSCCD, at no expense to RSCCD, with storage space to accommodate three (3) laptop carts in which RSCCD may store the computer equipment needed by it to conduct computer science classes. All Classroom Facilities identified in the notice shall be available to RSCCD on weekdays from and after 6:00 pm and any time on the weekends, unless the notice specifies different availability with respect to any identified space. Not later than seven (7) calendar days thereafter, RSCCD shall send written notice to SAUSD identifying which of those Classroom Facilities RSCCD wishes to occupy for that upcoming academic term under this Agreement, together with the days and hours of such occupancy. With respect to the period from January 1 through June 30, 2025, the parties have agreed that RSCCD shall have the use of the kitchen facilities and auto shop for RSCCD's operation of culinary and automotive programs on Tuesdays and Thursdays from 6:00 pm to 9:00 pm and on Saturdays from 8:00 am until noon.

6. SPECIAL EVENTS AND OTHER TEMPORARY USE

In addition to the selection process set forth in Section 5 above, RSCCD shall have the right from time to time to request the temporary use of additional Classroom Facilities (or to request the use of some or all of the same Classroom Facilities at different days or times) for special events or other temporary uses. If such requested Classroom Facilities are available and SAUSD agrees to that temporary use, such use shall be allowed, subject to all of the terms and conditions of this Agreement. Any such requests by RSCCD shall be limited to traditional classrooms, and limited to one request per month.

Further, notwithstanding the result of SAUSD and RSCCD's identification and selection of Classroom Facilities to be used by RSCCD for any given year under Section 5 above, SAUSD shall have the right to occupy any Classroom Facility in the event necessary for a SAUSD

special event or other temporary use. SAUSD shall inform RSCCD in advance of any necessary use by SAUSD of a Classroom Facility that would otherwise be used by RSCCD during the conflicting time.

7. CONDITIONS OF RSCCD's USE OF CLASSROOM FACILITIES

All Classroom Facilities used by RSCCD hereunder shall be used by RSCCD for conducting the RSCCD Courses, and for no other purpose without the written permission of SAUSD. All RSCCD Courses instructors shall be hired by RSCCD. All instructional material and teaching supplies shall be provided by RSCCD at its expense, except as specified in Section 14 below. RSCCD shall maintain accurate records of all RSCCD Courses hours. RSCCD's use of the Classroom Facilities shall comply with Valley High School's posted regulations and procedures for use of the Valley High School facilities.

8. ACCESS TO CLASSROOM FACILITIES

Except as provided herein, SAUSD shall provide RSCCD with utilities and access to the Classroom Facilities to be used by RSCCD pursuant to Sections 5 and 6 above. In addition, SAUSD shall ensure that functioning restrooms within a reasonably short distance from Classroom Facilities are available to RSCCD's faculty and students at all times when such Classroom Facilities are in use by RSCCD.

Notwithstanding, SAUSD shall have the right to restrict access to Valley High School to any RSCCD student who has required security services to be called upon on account of the student's behavior at Valley High School.

9. CUSTODIAL AND SECURITY SERVICES

SAUSD shall provide custodial and security services to the Classroom Facilities, and to the restrooms serving the Classroom Facilities. Such services shall be provided with the same level of care and frequency as SAUSD provides for those portions of Valley High School not used by RSCCD. Any such services which are provided on weekdays prior to 6:00 pm shall be performed at no additional charge to RSCCD. The cost of any such services provided on weekdays after 6:00 pm or on weekends shall be reimbursed by RSCCD to SAUSD pursuant to the provisions of Section 16 below.

RSCCD agrees to further reimburse SAUSD for a proportionate share of the cost of SAUSD to pay third-party vendors to provide additional cleaning services to the Classroom Facilities including, without limitation, rag and towel cleaning services (e.g., CINTAS); oven hood cleaning; and oil and other hazardous waste disposal. RSCCD's proportionate share shall be based on the number and/or extent of RSCCD's use of cleaned items relative to the number and/or extent of SAUSD's use of cleaned items. RSCCD's proportionate share shall not exceed Ten Thousand Dollars (\$10,000) per school year. SAUSD shall deliver itemized invoices to RSCCD for RSCCD's proportionate share not more frequently than once each month. RSCCD shall pay all undisputed invoice amounts within 45 days after receipt of the invoice.

10. SITE DIRECTOR

If SAUSD consents to RSCCD's provision of ESL, computer, and other noncredit instruction as part of the RSCCD Courses to be offered at Valley High School, RSCCD will agree to provide, at its expense, a site director to be on the Valley High School campus when such noncredit RSCCD Courses are in session.

11. SAUSD'S RESPONSIBILITY FOR FACILITY MAINTENANCE AND UTILITIES

SAUSD is responsible for the maintenance and repair of the Classroom Facilities and all other portions of Valley High School. This includes, without limitation, fire suppression systems, hood systems, HVAC systems, plumbing, electrical, and other building systems. The cost of all parts and labor necessary in connection therewith shall be borne by SAUSD and is not reimbursable by RSCCD, except with respect to reimbursement of custodial costs pursuant to Section 16 below.

Should RSCCD lose access to any Classroom Facility as a result of a maintenance or similar issue (i.e., flooding, utility outage, etc.), SAUSD shall select any replacement or alternate Classroom Facility for RSCCD in its sole discretion, which Classroom Facility may not necessarily be in the same area of the Valley High School campus.

12. RSCCD'S OBLIGATIONS REGARDING CARE OF FACILITIES

At the conclusion of each day's RSCCD Courses, RSCCD shall ensure that the Classroom Facilities, as well as any of SAUSD's tools and equipment that are available to RSCCD pursuant to Section 14 below, are left in the same condition as received by RSCCD that day. RSCCD shall not damage or allow its students to damage the Classroom Facilities. RSCCD shall promptly report to SAUSD any damage to the Classroom Facilities caused or otherwise discovered by RSCCD, as well as any problems with the Classroom Facilities' plumbing, lighting, electrical, HVAC or other building systems or equipment. RSCCD shall reimburse SAUSD for any damage to the Classroom Facilities caused by its use of the Classroom Facilities.

13. SPECIAL PROVISIONS APPLICABLE TO AUTOMOTIVE COURSES

RSCCD shall, at its expense, supply at least one and not more than three vehicles for instruction by no later than June 1, 2025. RSCCD shall cause the Santa Ana College Automotive Department to oversee the use, maintenance and other instructional activities related to those vehicles. RSCCD shall remind its automotive course instructors of the importance of the appropriate use and upkeep of such vehicles. RSCCD shall report any vehicle-related issues promptly to the Santa Ana College Automotive Department. Upon SAUSD's request, RSCCD shall promptly remove from Valley High School any such vehicle that is no longer being used for instructional purposes; RSCCD shall ensure that any person so removing the vehicle shall comply with the fingerprinting and background check requirements of Section 17 below.

14. RSCCD USE OF SAUSD DURABLE EQUIPMENT AND TOOLS

For both the culinary and automotive RSCCD Courses, RSCCD may use SAUSD's durable equipment and tools in the culinary and automotive areas ("Durable Goods"). For example, RSCCD may use SAUSD pots, pans, knives, ovens, etc., for the culinary RSCCD Course, and RSCCD may use SAUSD automotive lifts and tools for the automotive RSCCD Course.

RSCCD shall be responsible for the cost of repair or replacement of any lost, damaged, or stolen Durable Goods, when such losses occur during or as a result of RSCCD's use of Valley High School under this Agreement. Payment shall be made within 45 days following SAUSD's delivery to RSCCD of an itemized invoice outlining the repair or replacement costs, together with such other information or documentation that may reasonably be requested by RSCCD.

RSCCD shall immediately notify SAUSD of any defects or dangerous conditions in any of the Durable Goods.

15. EACH PARTY TO SUPPLY ITS OWN NON-DURABLE SUPPLIES AND MATERIAL

RSCCD may not use or consume any of SAUSD's non-durable supplies or material ("Non-Durable Goods"). For example, RSCCD may not use or consume SAUSD food, spices, towels, etc., for the culinary RSCCD Course, and RSCCD may not use or consume any SAUSD oil or other automotive fluids for the automotive RSCCD Course.

RSCCD shall be responsible for providing any of its own non-durable supplies and materials for the RSCCD courses. RSCCD shall also be responsible for providing its own storage for Non-Durable Goods (i.e., mobile cabinets, etc.). For any Non-Durable Goods requiring refrigeration, RSCCD shall label such items as its own, shall clean them out of any SAUSD refrigeration space on at least a monthly basis, and shall clean them out upon forty-eight (48) hours' notice by SAUSD if SAUSD notifies RSCCD that it needs the refrigeration space. SAUSD shall have no right to use, and shall not use, any of RSCCD's non-durable supplies and materials.

16. RSCCD PAYMENT OBLIGATIONS

RSCCD shall reimburse SAUSD for SAUSD's provision of custodial, cleaning, and security services to the Classroom Facilities during the hours specified in Section 9 above ("Reimbursement Payments"). Unless otherwise specified herein, all other expenses incurred by SAUSD in connection with this Agreement shall be borne by SAUSD and shall not be reimbursed by RSCCD. Reimbursement Payments for custodial and security services shall be based upon the most recent schedule of rates approved by SAUSD's Board for security and custodial services under the Civic Center Act. Reimbursement for third-party cleaning services shall be as specified in Section 9 above. SAUSD shall invoice RSCCD on a quarterly basis for the Reimbursement Payments, with documentation reasonably sufficient to support the amount of each invoice. RSCCD shall pay SAUSD each of the quarterly Reimbursement Payments within thirty (30) days of the date of SAUSD's invoice.

17. FINGERPRINTING AND BACKGROUND CHECKS

Except as otherwise agreed to in writing by SAUSD pursuant to Section 5 above, RSCCD shall schedule the RSCCD Courses exclusively outside of normal SAUSD school hours, and during times when SAUSD students will not be present without supervision at Valley High School, in order to ensure that RSCCD students taking the RSCCD Courses who have not satisfied the fingerprinting and criminal background verification requirements of Section 9 of the Master Agreement will not be present on campus during the same times as unsupervised SAUSD students.

SAUSD shall have the right to restrict access to Valley High School to any RSCCD student convicted of a felony as that term is defined in Education Code section 45122.1.

Notwithstanding the above, RSCCD instructors staffing the RSCCD Courses shall be subject to the fingerprinting and criminal background verification requirements of Section 9 of the Master Agreement.

18. APPORTIONMENT

RSCCD shall claim the attendance in the RSCCD Courses, for purposes of any State apportionment related to the RSCCD Courses.

19. ENTIRE AGREEMENT

Section 11 of the Master Agreement, titled "Entire Agreement," shall apply to the programs described in this Agreement, such that any previous agreement regarding the RSCCD Courses shall be deemed superseded hereby.

SAUSD

RSCCD:

SANTA ANA UNIFIED SCHOOL DISTRICT

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

Print Name: _____

Title: _____

Date: _____

Print Name: Iris I. Ingram

Title: Vice Chancellor, Business Services

Date: _____

[END OF EXHIBIT H.]

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