

**MASTER COLLABORATION AGREEMENT BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This Master Collaboration Agreement ("Master Agreement") is made this ____ day of _____, 2022 ("Effective Date"), by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, a California public school district ("SAUSD"), and RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a California public community college district ("RSCCD"). SAUSD and RSCCD may collectively be referred to herein as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, SAUSD is a K-12 public school district operating schools in Santa Ana, California;

WHEREAS, RSCCD is a community college district situated in Santa Ana, California;

WHEREAS, SAUSD and RSCCD have a well-established relationship and long-standing history of collaboration on education and community assistance projects, including the operation of a Middle College High School at Santa Ana College ("SAC"), the operation of childcare and preschool programs at SAUSD school sites and similar initiatives;

WHEREAS, the Parties also desire to collaborate on a College and Career Access Pathways program, under which RSCCD operates college courses at SAUSD's high school campuses, which benefit SAUSD's students by providing a convenient location and schedule;

WHEREAS, the Parties now desire to combine, restate and replace existing and expired agreements for the Parties' various programs and relationships, so that they are together jointly stated under this single Master Agreement for ease of reference and efficient administration of their contractual obligations.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, SAUSD and RSCCD agree to the following:

AGREEMENT

1. **PROGRAMS AND RELATIONSHIPS.** The terms and conditions governing the Parties' joint programs (each, a "Program") and relationships are as set forth in this Master Agreement, and for each Program, in the Program Agreements contained in the Exhibits hereto, as follows:
 - (a) **Exhibit A:** Middle College High School ("MCHS") Program Agreement;
 - (b) **Exhibit B:** Remington Education Center Program Lease;
 - (c) **Exhibit C:** Preschool Program Services Agreement; and
 - (d) **Exhibit D:** Early Care and Education Services Agreement for Parenting Students.

The Exhibits are incorporated into this Master Agreement by reference, and to the extent that the terms applicable to each Program as described in each Program Agreement differ from the terms of the Master Agreement, the more specific terms in

the Program Agreement shall supersede those in the Master Agreement in interpreting the rights and obligations of the Parties.

The Parties acknowledge that in addition to the Programs and agreements referenced in subsections (a) through (d) above, SAUSD and RSCCD are parties to a College and Career Access Pathways ("CCAP") Program Agreement, which has been approved by the Office of the Chancellor of California Community Colleges and which is not subject to the terms of this Master Agreement.

2. TERM. The term of this Master Agreement and all Programs hereunder is for a period of five (5) years, commencing on the Effective Date ("Term"). Upon approval hereof, the Term of each individual Program shall be considered restated and replaced by the Term of this Master Agreement. This Master Agreement or any Program Agreement hereunder may be amended by either Party upon mutual agreement during the Term. During any Renewal Term, as defined below, any Party may request modifications to the Master Agreement or any Program Agreement at any time, but all modifications are subject to mutual agreement.
3. RENEWAL OF TERM. This Master Agreement and the Programs operating hereunder shall automatically renew for up to five (5) additional five (5) year terms (each a "Renewal Term"), unless either Party provides six (6) months' notice prior to the expiration of the Term or Renewal Term, as applicable, of its intent not to renew this Master Agreement or not to renew one or more Program Agreements hereunder. A notice of non-renewal issued by either Party to non-renew less than all Program Agreements shall not affect the term or provisions related to any other continuing Program. During any Renewal Term, this Master Agreement may be amended upon the request of either Party as needed, but only with the consent of the other Party pursuant to Section 12 below.
4. ADDITION OF PROGRAMS. During the Term, this Master Agreement may be modified to add new programs and initiatives hereunder, provided, however, that any such program added hereto will, notwithstanding the amount of time remaining in the Term of the Master Agreement at the time such Program is added, be subject to the remaining Term. It is the intent of the Parties to use this Master Agreement to encompass all cooperative programs. However, in the event that the remaining Term of the Agreement or any other provision hereof fails to meet requirements of law, funding source, or business objectives of the Parties for any new Program, the Parties may agree to enter into an agreement on a standalone basis.
5. CLASSROOM RENTAL RATE. Except as otherwise specified in any Program Agreement, RCSSD shall be entitled to use regular or specialized classrooms and instructional spaces at SAUSD schools and facilities for \$8.50 per hour through the first year of this Master Agreement. On July 1 of each year thereafter, the rate may be adjusted for inflation based upon the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles Riverside Orange County, CA Average, Subgroup "All Items," (1982-1984 = 100). The hourly rental rate shall be solely for the use of facility space. Additional charges may apply for use of specialized equipment or systems, custodial, security or other charges pursuant to the SAUSD's Civic Center Act rental policies adopted pursuant to Education Code Sections 38130-38139.

6. INDEMNIFICATION AND INSURANCE.

(a) Mutual Indemnification:

- (i) RSCCD Indemnity. RSCCD agrees to defend, indemnify and hold the 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 Master Agreement and all Program Agreements 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 or student(s).
- (ii) SAUSD Indemnity. SAUSD agrees to defend, indemnify and hold RSCCD, 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 Master Agreement and all Program Agreements 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 RCSSD employee or student(s).

(b) Each Party, at its sole cost and expense, shall insure its activities in connection with this Master Agreement by maintaining programs of self-insurance as follows. Both Parties shall name the other Party as an additional insured on all policies of insurance:

- (i) **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.
- (ii) **Abuse and Molestation Insurance** with limits of liability not less than three million dollars (\$3,000,000) each occurrence, and six million dollars (\$6,000,000) annual aggregate. Abuse and Molestation Insurance shall protect SAUSD and RSCCD from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by the Parties.

- (iii) **Automobile Liability Insurance** with limits of liability not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."
 - (iv) **Workers Compensation.** Workers' Compensation coverage limits shall be as required under California State law.
 - (v) **Additional Insurance.** Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the 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.
 - (vi) **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.
7. **NON-DISCRIMINATION:** Neither SAUSD nor RSCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.
8. **TERMINATION:** This Master Agreement or any Program 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 Master 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 final semester of an academic year, and the effective date of termination shall be the end of that academic year to avoid unreasonable disruption to both Parties and their students. Unless otherwise specified in a Program Agreement, upon Termination of this Master Agreement or any Program hereunder, the Parties shall vacate any Premises of the other Party that they have occupied, and return the Premises and any furniture and equipment to the other Party in its original condition, reasonable wear and tear excepted. Any final payments, fees, invoices or accounting associated with a terminated Program shall be completed or paid by no later than three (3) months after the effective date of the Termination.
- (a) It is noted that some Programs of SAUSD and or RSCCD under this Master Agreement are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the SAUSD Board of Education and RSCCD Board of Trustees each fiscal year that this Master Agreement remains in effect or operation. In the event that funding is terminated or reduced in any such approved budget, SAUSD and/or RSCCD may terminate any Program by written notice delivered within thirty (30) days of such budget approval, and such Program shall thereafter terminate concurrent with the termination or reduction of such funding, even if such termination occurs sooner than the end of an academic year.

9. FINGERPRINTING AND CRIMINAL BACKGROUND VERIFICATION: RSCCD shall complete the Fingerprinting/Criminal background verification certificate attached hereto as Appendix "1," and shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1 or as otherwise may be required by any other federal, state, or local governmental entity or regulatory agency for all its own employees, contractors, or consultants that provide services under this Agreement. RSCCD shall provide to SAUSD written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements prior to each individual's commencement of employment or participation in any RSCCD activity. RSCCD shall not allow any person for whom SAUSD has not received satisfactory written verification of compliance to provide services contemplated by this Agreement, whether on or at an SAUSD facility or property or at another location, unless SAUSD students participating in a program will be under the immediate control and supervision of a parent, guardian, or an SAUSD employee while services or programs are being provided. Each time a Program is added to this Agreement, RSCCD shall provide an updated written verification certificate to SAUSD prior to Program commencement.
10. ADULT TRANSITION STUDENTS: Nothing in this Master Agreement nor any Program Agreement shall limit the ability of SAUSD's adult transition students to enroll in and access SAC courses.
11. ENTIRE AGREEMENT: This Master Agreement sets forth the entire agreement between the Parties. All previous or contemporaneous agreements or representations, express or implied, oral or written of the Parties are integrated into this Agreement and all prior agreements regarding the Programs described herein shall be deemed superseded hereby.
12. MODIFICATION AND AMENDMENT: This Agreement may be amended only with the mutual consent of the Parties and otherwise in accordance with the terms hereof. All amendments must be in writing and must be approved by the Parties' respective governing Boards.
13. GOVERNING LAW: This Agreement shall be interpreted according to the laws of the State of California.
14. SEVERABILITY: This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.
15. COUNTERPARTS: This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
16. FORCE MAJEURE: If either Party is delayed or hindered in, or prevented from, the performance of any act or the payment of any amounts required under this Agreement by reason of a "Force Majeure" as defined below, then performance of such act will be excused for the period of delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay. As used herein, the term "Force Majeure" means any one or more of the following to the extent not caused by the party claiming the delay: (a) fire, earthquake, flood or other natural disaster;

(b) interruption of any public utilities, including without limitation electricity, gas, water, sewer or telephone service; (c) governmental action or inaction, including without limitation failure, refusal or delay in issuing permits, approvals and/or authorizations; (d) governmental declarations of local, regional, state-wide or national emergencies, including without limitation governmental declarations which mandate or recommend the full or partial closure of the performing party's business; (e) restrictive governmental laws, regulations or orders; (f) strikes, lock-outs, or similar labor interruptions; (g) inability to procure necessary construction materials; (h) riots, civil unrest or insurrection; (i) criminal activity; (j) terrorism; (k) war; (l) epidemics; (m) quarantines; or (n) any other unusual and unforeseeable delay not within the reasonable control of the party delayed.

17. **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	RSCCD
Superintendent and Deputy Superintendent of Educational Services	Vice Chancellor Business Operations and Fiscal Services
Santa Ana Unified School District 1601 E Chestnut Ave Sana Ana, CA 92701	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

18. **INCORPORATION OF RECITALS AND EXHIBITS.** All of the recitals set forth in this Master Agreement, and all of the Program Agreements, are by this reference incorporated in and made a part of this Master Agreement as though fully set forth herein.
19. **CONSTRUCTION.** The Parties acknowledge that each Party and its counsel have reviewed and revised (or has had an opportunity to review and revise) this Master 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 Master Agreement or any amendments hereto.
20. **CAPTIONS.** 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.

21. 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 Master Agreement.
22. NO THIRD-PARTY BENEFICIARIES. The Parties hereto acknowledge and agree that no provision in this Master Agreement may be enforced by any third party and is not intended to create any rights in any third party.
23. WARRANTY OF AUTHORITY. The individuals executing this Master Agreement on behalf of SAUSD and RSCCD are authorized by SAUSD or RSCCD, as applicable, to execute this Agreement on behalf of SAUSD or RSCCD and to bind SAUSD and RSCCD to the terms hereof upon ratification/approval of this Master Agreement by the SAUSD and RSCCD Boards of Trustees.
24. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below, but the Effective Date is identified on the first page.

SAUSD

RSCCD:

SANTA ANA UNIFIED SCHOOL DISTRICT

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

Print Name: _____

Title: _____

Date: _____

Print Name: Iris I. Ingram

Title: Vice Chancellor of Business Services

Date: _____

**APPENDIX "1" TO MASTER AGREEMENT
CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

I certify to the SAUSD governing board that I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of RSCCD. I certify that RSCCD has taken or will take the following actions with respect to the Master Agreement:

RSCCD has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of RSCCD's employees, agents, and representatives and all of its consultants', contractors' or subcontractors' employees who may interact with SAUSD pupils during the Term of the Master Agreement without SAUSD pupils being under the immediate control and supervision of an SAUSD employee or with a pupil's parent/guardian, and the California Department of Justice has determined that none of those employees, agents or representatives has been convicted of a felony, as that term is defined in Education Code section 45122.1.

A complete and accurate list of RSCCD's employees, agents, and representatives and of all of its consultants', contractors', and subcontractors' employees who may have contact with SAUSD pupils during the Term of the Master Agreement is attached hereto.

RSCCD's responsibility for criminal background clearance extends to all of its employees, agents, representatives, consultants, contractors, subcontractors, and employees of each who will interact with SAUSD pupils that are not under the immediate control and supervision of SAUSD employees or a pupil's parent or guardian, regardless of whether they are designated as employees or acting as independent contractors of RSCCD. RSCCD shall not allow any person for whom SAUSD has not received satisfactory written verification of compliance to interact with SAUSD pupils whether on or off SAUSD property for any purpose related to or arising out of this Master Agreement.

RSCCD: _____ Date: _____

Signature: _____

Print Name: _____

EXHIBIT A

Middle College High School Program Agreement

This Middle College High School Program Agreement (this "Agreement") is dated as of _____, 2022, and is entered into by and among Rancho Santiago Community College District, a California public community college district ("RSCCD") and Santa Ana Unified School District, a California public school district ("SAUSD"). This Agreement is attached as Exhibit "A" to that certain Master Collaboration Agreement dated _____, 2022 entered into between RSCCD and SAUSD ("Master Agreement").

RECITALS

A. RSCCD is a community college district organized and operating under the provisions of Division 7 of Title 3 of the Education Code of the State of California. RSCCD operates college campuses at various locations in Orange County, California, including the City of Santa Ana.

B. Santa Ana College ("SAC") is a college operated by RSCCD in the City of Santa Ana. As used in this Exhibit A, SAC shall mean and refer to RSCCD.

C. SAUSD is a school district organized and operating under the provisions of Division 3 of Title 2 of the Education Code of the State of California. SAUSD operates elementary and secondary schools in the City of Santa Ana.

D. RSCCD and SAUSD wish to operate on the SAC campus a middle college high school pursuant to Section 11300 of the Education Code of the State of California, pursuant to the terms and conditions set forth in this Agreement and the Master Agreement.

TERMS

1. **CALENDAR:** SAC and SAUSD will meet and confer to develop and establish a middle college high school ("MCHS") instructional calendar at SAC that is consistent with the needs, requirements, and academic calendars of both Parties and their 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.

2. **PERSONNEL:**

(a) 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 Assistant Principal), a dedicated SAUSD Safety Officer, appropriate custodial staff and maintenance and operation personnel consistent with Section 3(c) 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.

(b) SAC Personnel. SAC faculty shall be limited to and subject to the type and number of courses supporting MCHS 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 RSCCD. Instructors who teach college courses and all SAC personnel who shall interact with SAUSD pupils shall comply with the fingerprinting requirements set forth in Ed Code §45125.1 and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525.

- (c) 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.
- (d) SAUSD / RSCCD Employee 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. PREMISES:

- (a) SAC Classroom and Office Space. SAC will provide facilities consisting of sixteen (16) classrooms and one (1) office space (as shown in Appendix 1) to SAUSD for the use of the MCHS program, inclusive of the classrooms that were constructed as part of an Agreement dated June 1, 2001 by and between the Parties, and under which SAUSD contributed \$1.1 million towards the construction cost. The facilities provided per this Section 3(a) are referred to in this Agreement as the "SAC Premises". Notwithstanding SAC's provision of the SAC Premises to SAUSD, SAC shall be allowed to use the SAC Premises at night, outside of school hours, if agreed to by SAUSD.
- (b) 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 of 50/50. Each Party's responsibility for its portion of costs shall not exceed One Million Dollars (\$1,000,000) without further approval from each Party's governing Board. 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.

- (c) SAC Premises Furnishings and Services. SAUSD shall provide custodial/maintenance/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. Notwithstanding the foregoing, SAUSD may at its discretion install its own surveillance cameras directed at the SAC Premises. 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. Each Party's responsibility for its portion of costs shall not exceed One Million Dollars (\$1,000,000) without further approval from each Party's governing Board. This would include any maintenance and improvements needed for utility infrastructure and the perimeter improvements that are 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.
- (d) 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:

- (a) 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.

- (b) 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.
- (c) 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.
- (d) 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.

- (e) 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.
- (f) 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.
- (g) 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.rscdd.edu/Departments/Security-and-Public-Safety/Pages/crime-statistics.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.

- (h) 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.
- (i) 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:

- (a) FERPA. When considering the dissemination of student data, all Family Educational Rights and Privacy Act ("FERPA") 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.
- (b) 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:

- (a) 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.
- (b) 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.

- (c) Enrollment Fees. SAC agrees to waive the enrollment fee for all concurrently enrolled SAUSD high school students attending SAUSD.
- (d) 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. Electronic student identification cards shall be permissible if approved by the Parties.

SAUSD

RSCCD:

SANTA ANA UNIFIED SCHOOL DISTRICT

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

Print Name: _____

Title: _____

Date: _____

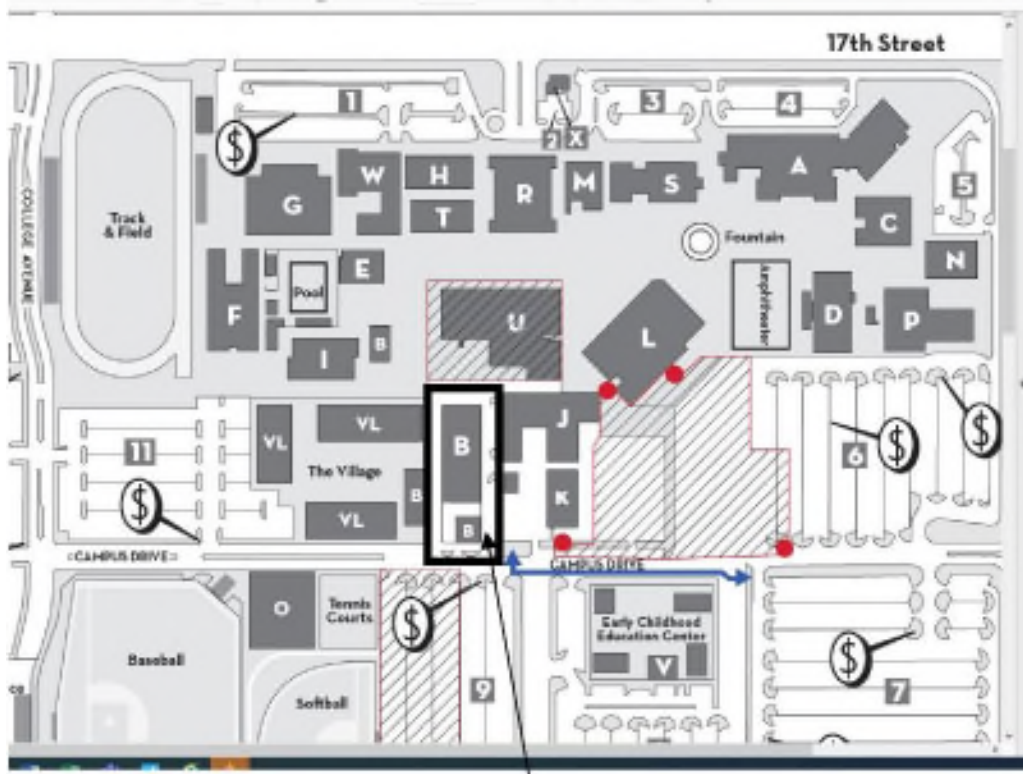
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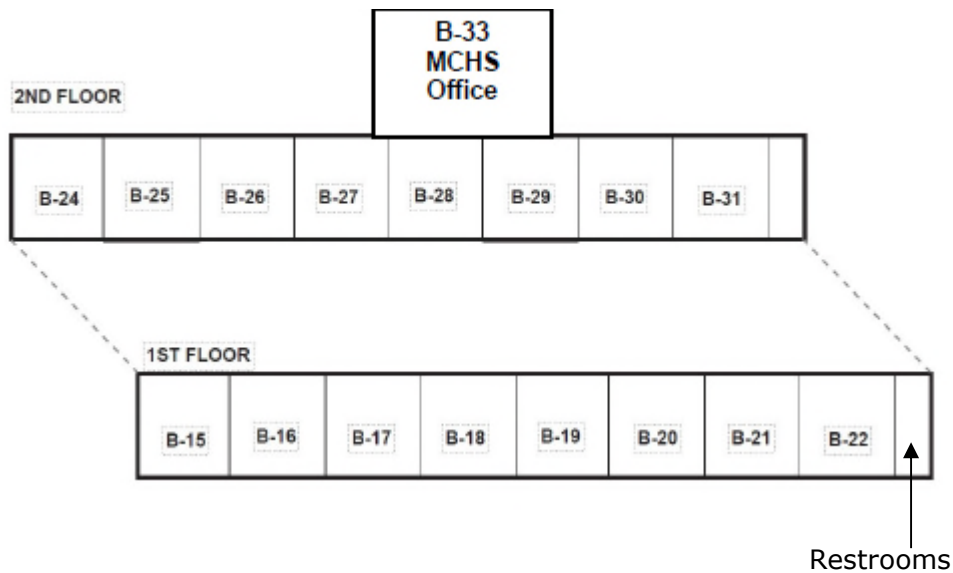
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Appendix 1 2022-2026 Map and Room Utilization



MCHS Operational Area Room Utilization



[END OF APPENDIX 1 AND EXHIBIT A.]

EXHIBIT B

Remington Education Center Program Lease

This Remington Education Center Program Lease (this "Lease") is dated as of _____, 2022, 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 "B" to that certain Master Collaboration Agreement dated _____, 2022 entered into between RSCCD and SAUSD ("Master Agreement").

RECITALS

WHEREAS, SAUSD seeks to establish a new center to meet the community needs in center east Santa Ana. This center would meet an identified community need for English as a Second Language, High School Diploma, High School Equivalency Preparation, Adult Basic Education, Career and Technical Education courses and college credit courses. In addition, the center will house a state-funded Child Development Center in two classrooms.

WHEREAS, SAUSD is authorized, pursuant to California Education Code section 17527, to "enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session;" and

WHEREAS, SAUSD is the fee owner of certain real property and improvements thereon situated at 1325 E. 4th St., Santa Ana, California 92701 and which is referred to hereinafter as the "Property"; and

WHEREAS, RSCCD desires to lease from SAUSD certain vacant space located on the Property, consisting of the "Premises" described in Paragraph 1.1 below for the purpose of conducting Santa Ana College's college credit classes and Adult Education Program, including a Child Development Center that offers preschool and lab school services to Program participants and local community ("Program"); and

WHEREAS, SAUSD desires to allow RSCCD to use the Premises on the Property, as designated, for RSCCD's Program; and

WHEREAS, pursuant to California Education Code section 17529, SAUSD has determined, by approving this Lease, that leasing the Premises to RSCCD will not (1) interfere with any educational programs or activities of any school or class conducted on the Property, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of any children at the Property; and

WHEREAS, SAUSD and RSCCD desire to enter into this Lease whereby SAUSD leases the Premises to RSCCD, and RSCCD leases the Premises from SAUSD, pursuant to the terms and conditions contained herein this Lease; and

WHEREAS, RSCCD agrees that SAUSD's fee interest shall at all times be and remain unsubordinated to any leasehold mortgage which may be imposed upon RSCCD's leasehold interest hereunder or upon the improvements, and that nothing contained in this Lease shall be construed as an agreement by SAUSD to subject its fee interest to any lien.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

TERMS

1. PREMISES

1.1 Description. SAUSD hereby leases to RSCCD, for its exclusive use, on the terms and conditions hereinafter set forth, portions of the Property generally described as Building A and Building B, which contain classrooms numbered 1110 through 2102 (including all restrooms and storage spaces annexed to said classrooms), four (4) portable classroom buildings, library, lounge (classroom), administrative offices and Kindergarten playgrounds and play structure on the west side of Building A and Building B, as more particularly identified in cross-hatched portion of the site drawing of Property attached hereto as Appendix "A" and incorporated herein by this reference (collectively "Premises"). The Premises consist of three thousand eight hundred forty (3,840) square feet of portable classroom buildings and fifteen thousand nine hundred fifty (15,950) square feet of Buildings A & B.

1.2 Shared Property and Facilities. RSCCD acknowledges and understands that portions of the Property, on which the Premises are located, are and will be in use by SAUSD. As such, notwithstanding any other provision herein this Lease, the Property and any playgrounds (excluding the Kindergarten playgrounds which are part of the Premises), common areas, parking lots, recreational facilities, and other outdoor play areas (collectively "Shared Space") may be used by other parties, including SAUSD, in SAUSD's sole discretion and RSCCD shall cooperate, as necessary, with SAUSD and other parties in reaching amicable arrangements concerning use of the Shared Space. During the time that it uses or occupies the Premises, RSCCD shall be afforded reasonable access to the Shared Space of the Property; provided, however, RSCCD shall not have access to other building improvements now or hereafter situated on the Property which are not part of the Premises under this Lease including, without limitation, the Property's kitchen facilities unless otherwise specifically agreed to in writing by the Parties.

1.3 Condition of Premises. RSCCD acknowledges that it has been afforded the opportunity to inspect the physical condition of Premises and the Property. RSCCD accepts the Premises, and leases the Premises from SAUSD, on an "AS-IS" basis without any warranty or representation of SAUSD relating to the condition of the Premises in its existing condition for RSCCD's anticipated use and occupancy thereof. SAUSD shall have no obligation to improve, remodel, alter or modify the Premises, or any portion thereof, in any manner including without limitation structural changes, additions, or improvements to the Premises, except as specifically agreed to in writing by the Parties. SAUSD shall, however, remain responsible for compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards, including but not limited to the Division of the State Architect's jurisdiction, but only to the extent the compliance would be required of District without regard to RSCCD's use of the Premises.

1.3.1 RSCCD acknowledges that neither SAUSD nor SAUSD's agents have made any representation or warranty as to the suitability of the Premises for RSCCD, RSCCD's use thereof, or RSCCD's Program. Any agreements, warranties, or representations not expressly contained in this Lease shall in no way bind SAUSD or RSCCD, and SAUSD and RSCCD expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Lease.

1.3.2 The Parties agree that if the structural elements of the Premises become damaged to a lesser condition than exists upon RSCCD's occupancy of the Premises, and if the structural damage is due to no fault or negligence of RSCCD, then SAUSD will repair the damage in order to bring it back to a condition which is similar to the condition which exists at the time RSCCD takes possession of the Premises. SAUSD may, however, terminate this Lease if the cost to repair the Premises exceeds Three Hundred Fifty Thousand Dollars (\$350,000) per incident. If the time to make the necessary repairs to the Premises exceeds thirty (30) days, SAUSD shall pro-rate the Rent during the "repair" period. If the repairs can be made in thirty (30) days or less, SAUSD may, in its sole discretion, pro-rate the Rent during the "repair" period, if the resulting structural damage prohibits RSCCD from carrying out its normal daily activities. If SAUSD elects not to perform a repair estimated to cost in excess of One Hundred Fifty Thousand Dollars (\$150,000), RSCCD may elect to remain in possession of the Premises and pay the Rent, unless revised through mutual agreement of the Parties, or RSCCD may elect to terminate this Agreement.

1.3.3 As used in the Lease, the term "structural elements" of the building are defined as and shall be limited to the foundation, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof excluding skylights. Plumbing, electrical and heating systems shall be considered "structural elements of the building," excluding, however, those repairs and maintenance items which can be completed without wall or floor removal in which case these repairs shall be the responsibility of RSCCD.

1.4 The Premises: SAUSD Rights. SAUSD reserves the right to use the roof, exterior walls and areas beneath, adjacent to and above the Premises, together with the right to install, use, maintain or replace equipment, machinery, pipes, conduit, wiring or other similar items/equipment/materials in, on, about or through the Premises to service other areas of the Property, provided that such uses shall not materially and unreasonably interfere with the RSCCD's use and occupancy of the Premises.

1.5 The Property: SAUSD's Rights. The Premises are part of the Property which is a complex consisting of buildings, landscaping, parking and other improvements. Notwithstanding the lease of the Premises to RSCCD, SAUSD may, in its sole discretion, modify the size, shape, location or extent of other improvements or add/delete improvements in or about the Property without liability to the RSCCD or consent of the RSCCD, provided that such modifications, additions or deletions shall not materially modify the Premises or materially impair RSCCD's use/occupancy of the Premises without RSCCD's prior consent which shall not be unreasonably withheld or conditioned. Without limiting the generality of the foregoing, a material impairment shall include any modification which reduces the number of parking spaces available to the Premises, relocates those spaces farther away from the Premises than their

current locations, adversely affects vehicular or pedestrian access to the Premises, or increases costs attributable to the Property or Premises that are payable by RSCCD under this Lease.

1.6 CEQA Approval: Right to Terminate. RSCCD hereby acknowledge and agrees that an express condition to the performance of this Lease is approval and satisfaction by SAUSD of any and all of SAUSD's obligations pursuant to the California Environmental Quality Act (CEQA) and its implementing regulations including, without limitation, in order for RSCCD to occupy and use the Premises and operate RSCCD's Program as set forth herein this Lease. RSCCD further expressly acknowledges and agrees that, in the event, for whatever reason, SAUSD is unable to comply with and obtain approval under CEQA for either the Premises or Property, SAUSD shall have the right to immediately terminate this Lease upon written notice thereof to SAUSD. RSCCD shall not implement any RSCCD Improvements, as set forth herein, or other site improvements of any kind until SAUSD has notified RSCCD of its ability to comply with all CEQA requirements and SAUSD's Board of Education has approved all necessary CEQA document at a regularly scheduled meeting thereof.

2. PROGRAMMING

2.1 Hours of Use. RSCCD will use and occupy the Premises for RSCCD's Program and for no other use, as further provided for herein this Lease. RSCCD shall have the exclusive occupancy and use of the Premises Monday through Thursday, from 8:00 a.m. to 9:00 p.m. and Friday and Saturday from 8:00 a.m. until 6:00 p.m.

2.2 Courses. RSCCD plans to operate eleven (11) classrooms, seven (7) of which will be used for the Santa Ana College School of Continuing Education (SAC-SCE), with the SAC Child Development Center to operate the other four (4) classrooms.

2.3 Occupancy. The anticipated occupancy for the Premises are set forth in the below matrix:

	Morning	Afternoon	Evening	FRI/SAT
Total Occupancy	300	195	260	260

3. TERM

3.1 Term. The Term of this Lease shall be as described in Sections 2, 3 and 4 of the Master Agreement.

4. USE

4.1 The Premises shall be used by the RSCCD solely and exclusively for purposes of providing RSCCD's Program, which RSCCD agrees to make reasonably available to the pupils of SAUSD meeting all Program requirements.

4.2 No Waste. RSCCD shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer, or storm water drainage system of the Premises. No waste materials or refuse shall be

dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.

4.3 Prohibited Activities. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. RSCCD shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times. RSCCD shall not use or permit the use of the Premises or any part thereof for any purpose which is inimical to public morals and welfare or morally objectionable as unsuitable for a public facility. RSCCD shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the District's existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, nor shall the RSCCD sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance

4.4 Permits. If required by the City of Santa Ana, RSCCD shall obtain a use permit from the City for RSCCD's use of the Premises and operation of RSCCD's Program throughout the Term of this Lease. RSCCD shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules, and ordinances

5. RENT AND EXPENSES

5.1 Rent. The term "Rent" as used herein consists of "Quarterly Rent" and "Expenses" as those terms are used and defined herein. Rent shall be paid by RSCCD to SAUSD as set forth herein without deduction or offset in lawful money of the United States at the location designated by SAUSD or such other location as SAUSD may designate from time-to-time. The Rent for any fractional month at the beginning or at the end of this Lease shall be prorated. The Rent for the first (1st) quarter shall be due upon the first date of use or occupation of the Premises by RSCCD, Thereafter, the Rent shall be paid quarterly and shall be on the first (1st) day of July, October, January and April of each year until the expiration or earlier termination of the Lease.

5.2 Quarterly Rent. RSCCD shall pay to SAUSD, on or before the first (1st) day of each quarter as set forth in Section 5.1, above, during the Term of this Lease, as Rent the sum of Forty-Six Thousand Five Hundred Fifty-Four Dollars and Ninety-Three Cents (\$46,556.93), inclusive of all Expenses as set forth in Section 5.3. Quarterly Rent shall be due and payable from RSCCD to SAUSD regardless of whether or not SAUSD submits a billing statement for Quarterly Rent to RSCCD. Pursuant to Education Code § 17535(b), "a [school] district may enter into an agreement to rent or lease vacant classrooms or other space in operating schools to public entities for less than fair market rental for comparable facilities."

5.3 Expenses. During the Term of this Lease, RSCCD's Monthly Rent shall include RSCCD's Share of Expenses. For purposes of this Lease, the term "Expenses" shall mean all expenses, costs, fees or charges paid or incurred by SAUSD during any calendar year relating to the Premises for: (a) utility services; (b) operation, maintenance, security services, replacement for normal wear and tear, repairs, re-striping or resurfacing of paving and cleaning of the Property; and (c) Property Taxes, if any, levied or assessed against SAUSD in connection SAUSD's real estate or possessory interests and/or special assessments. Expenses do not include expenses, costs, fees or charges paid or incurred for portions of the Property set aside for the

exclusive use of SAUSD or other tenants of SAUSD. For purposes of this Lease, the term "RSCCD's Share of Expenses" shall mean a fraction, the numerator of which is the number of square feet contained in the Premises, and the denominator of which is the number of square feet contained in the Property. Notwithstanding the foregoing, if gas and water utility services to the Premises are not separately metered, RSCCD's Share of Expenses shall be equitably reduced to account for SAUSD's use of gas and irrigation water at the kitchen (to which RSCCD has no access) and recreation fields (to which RSCCD has limited or no access).

5.4 Late Payment. RSCCD shall make full payment of the amount due pursuant to this agreement within forty-five (45) days of the date thereof. Accordingly, if SAUSD does not receive any installment of the Rent or any other sum due from RSCCD by 4:00 p.m. within forty-five (95) days after the Rent is due, RSCCD shall pay to SAUSD, as additional sums due, a late charge equal to five percent (5%) of the overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that any late charge assessed to RSCCD shall represent a fair and reasonable estimate of the costs SAUSD will incur by reason of late payment by RSCCD. Acceptance of any late sums by SAUSD shall in no event constitute a waiver of RSCCD's default with respect to any overdue amount, nor prevent SAUSD from exercising any of its other rights and remedies granted hereunder.

6. REAL ESTATE TAXES

6.1 SAUSD Payment of Property Taxes. SAUSD shall pay all of the real estate or possessory interest taxes, general and special assessments, levies and charges (collectively referred to herein as "Property Taxes") levied or assessed against this Lease or the real property and improvements of which the Premises are a part. The foregoing notwithstanding, unless exempt from the payment of Property Taxes, RSCCD shall be responsible for payment of RSCCD's share of Property Taxes as part of the Expenses component of Rent.

6.2 Taxes Payable Solely By RSCCD. RSCCD shall pay, before delinquency and without prior notice or demand from SAUSD, all taxes levied or assessed on and which become payable during the Term of this Lease, whether or not now customary and whether or not within the contemplation of RSCCD or SAUSD as of the date of this Lease, which are based upon, measured or calculated with respect to: (i) the Rent payable under this Lease; (ii) RSCCD's equipment, fixtures, furniture, and other personal property of RSCCD situated in the Premises; and (iii) the value of any improvements, alterations or additions made by or on behalf of RSCCD to the Premises, except for those improvements existing as of the date of this Lease.

7. UTILITY SERVICES

7.1 SAUSD shall furnish necessary utilities to the Premises including water, gas, solid waste disposal, and electrical utilities during the Term. The foregoing notwithstanding, RSCCD shall make payment of the RSCCD's Share of Expenses for utility service charges paid for by SAUSD as part of the Expenses component of Rent. Further, notwithstanding the obligation of SAUSD to obtain utility services for the Premises as set forth above, SAUSD shall not be deemed in default in the performance of SAUSD's obligations under this Lease nor shall Rent be abated or any other right or obligation of SAUSD or RSCCD under this Lease be affected, if any utility service to be obtained and paid for by SAUSD shall be interrupted, limited or terminated for any reason other than SAUSD's failure to timely pay undisputed amounts due for SAUSD-

obtained utility services, unless such interruption, limitation or termination continues for more than three (3) consecutive calendar days.

7.2 RSCCD shall obtain and pay for all charges for telephone and Internet access. RSCCD shall be solely responsible for the cost of and completing distributions of telephone/internet services throughout the Premises as necessary for RSCCD's use and occupancy of the Premises and paying charges for telephone and internet services along with any equipment or improvements necessary to use or access such services from the Premises and/or distribution of such services through the Premises.

8. MAINTENANCE AND REPAIR

8.1 RSCCD Maintenance of Premises. RSCCD shall, at its own expense, keep and maintain the Premises in a neat and clean condition at all times of its use and occupancy during the Term of this Lease. RSCCD acknowledges that the Premises and all improvements thereon which are included in this Lease are now in good order and condition. Upon the expiration of the Term or upon the earlier termination of this Lease, RSCCD shall surrender the Premises and improvements therein to the SAUSD in the condition received, reasonable use and wear excepted. RSCCD further agrees to occupancy of the Premises at its own cost, necessary to comply with federal, state, county, municipal and other governmental agencies having or claiming jurisdiction. SAUSD's obligations hereunder shall include providing regular daily janitorial services to the Premises.

8.2 SAUSD Maintenance. SAUSD shall be responsible for major general building repairs, maintenance and replacements, including but not limited to maintenance of the structural elements of the Property (foundations, bearing and exterior walls, sub flooring and roof) within which the Premises are situated, and SAUSD installed, plumbing, electrical, mechanical, telephone and information technology infrastructure, fire extinguishing systems, including fire alarms and/or smoke detection, and heating systems. SAUSD shall be further responsible for maintenance and repairs to the Shared Spaces of the Property. RSCCD agrees to promptly give SAUSD written notice of any need for repairs, maintenance or replacements, after which SAUSD shall have a reasonable opportunity to repair the same or cure the defect. SAUSD shall not be liable for any failure to perform any maintenance unless such failure shall persist for an unreasonable time (not to exceed 10 days) after written notice of the need for such maintenance is given to SAUSD by RSCCD. RSCCD shall be responsible for RSCCD's Share of Expenses for maintenance, repair or replacement costs, fees, expenses or other charges incurred by SAUSD which are not exclusively limited or exclusively used for portions of the Property other than the Premises. RSCCD agrees that SAUSD may provide custodial services through use of its REACH custodial staff.

9. IMPROVEMENTS AND ALTERATIONS

9.1 RSCCD Improvements. RSCCD shall not construct, make, nor permit to be made or constructed, any alterations or improvements of the Premises ("RSCCD Improvements"), without first obtaining express, written consent from SAUSD which may be withheld, granted or conditioned in the sole discretion of SAUSD. RSCCD, at its own sole cost and expense, agrees to pay for any RSCCD Improvements to the Premises, including repairs and replacements that result from normal use including but not limited to new floor coverings, paint and window coverings. All additions to and improvements of the Premises, including locks, bolts and other fixtures, whether made by the RSCCD or any other person, save and except movable furniture, fixtures

and equipment installed by the RSCCD upon the Premises and which can be removed therefrom without injury to the Premises, immediately when made shall become and be the property of SAUSD and shall not be removed from the Premises or changed without first obtaining the written consent of SAUSD.

9.2 Improvements Standards. RSCCD Improvements to the Premises shall conform to the standards set forth herein. Prior to commencing construction of RSCCD Improvements, RSCCD shall cause plans and specifications setting forth in detail the nature and scope of the proposed RSCCD Improvements along with the materials, equipment and other items to be incorporated into the RSCCD Improvements to be prepared by a California licensed architect or California registered engineer as necessary or appropriate by the nature and scope of the RSCCD Improvements. Prior to commencing construction of the RSCCD Improvements, RSCCD shall provide SAUSD with a full copy of the plans and specifications reflecting the total scope of the proposed RSCCD Improvements and obtain SAUSD's consent thereto, RSCCD may modify the plans and specifications for RSCCD Improvements as necessary to obtain SAUSD's consent thereto. No RSCCD Improvements to the Premises shall be commenced without the prior consent of SAUSD. The RSCCD Improvements set forth in such plans and specifications shall be subject to review and approval by all governmental agencies with jurisdiction over any portion of the work indicated therein prior to commencement of construction at or about the Premises. The foregoing notwithstanding, RSCCD may make minor Tenant Improvements having a value no greater than One Hundred Seventy-Five Thousand Dollars (\$175,000), provided that RSCCD submits to SAUSD for approval a written notice setting forth the details of proposed minor Tenant Improvements and the proposed cost no less than ten (10) business days prior to the commencement of the minor Tenant Improvements. SAUSD shall not unreasonably withhold its approval of such minor Tenant Improvements.

9.3 Construction of RSCCD Initiated Improvements. RSCCD Improvements consented to by RSCCD shall be completed only by contractor(s) duly licensed by the California Contractors State License Board. No construction activities at the Property or the Premises relating to RSCCD Improvements shall be permitted unless prior to the commencement of such construction activities, RSCCD provides to SAUSD: (a) the contractor(s)' certificate(s) of insurance evidencing that the contractor(s) and each of its subcontractors have obtained and will maintain for the duration of construction activities at the Premises the following insurance policies in the minimum coverage amounts noted: (i) Workers Compensation Insurance (coverage amount in accordance with applicable law); (ii) Employer's Liability Insurance (coverage amount of at least One Million Dollars (\$1,000,000)); (iii) Commercial General Liability Insurance, including coverages for personal injury, death, property damage and automobile liability (coverage amount of at least Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate). All construction of RSCCD Improvements shall be completed in workmanlike manner, and subject to observation by or on behalf of SAUSD from time-to-time. RSCCD shall, at all times, provide SAUSD with access to RSCCD Improvements, whether in progress, in place or completed. RSCCD may elect to contract through SAUSD for actual project costs of modifications or improvements to Premises. Projected costs will be determined by both RSCCD and SAUSD in writing prior to commencement of work.

9.4 RSCCD shall at all times indemnify and hold SAUSD harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements within the Premises, and from the cost of defending against such claims, including attorney's fees. RSCCD shall provide SAUSD with at

least ten (10) *days* written notice prior to commencement of any work which could give rise to a stop payment notice. SAUSD has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, RSCCD shall require its contractor to either:

9.4.1 Record a valid Release of Lien; or

9.4.2 Deposit sufficient cash with SAUSD to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or

9.4.3 Procure and record necessary bonds that free the Premises from the claim of the lien from any action brought to foreclose the lien. If RSCCD fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Lease shall be in default and shall be subject to immediate termination.

9.5 RSCCD shall repair any damage to the Premises caused by removal of RSCCD's Improvements and restore the Premises to good condition, less ordinary wear and tear. RSCCD shall execute any necessary documents to effectuate the change in ownership of RSCCD's Improvements.

10. SAUSD EQUIPMENT

10.1 Equipment. RSCCD shall furnish all equipment, materials and supplies necessary for RSCCD's use and occupancy of the Premises at the sole expense of RSCCD.

10.2 RSCCD Acceptance of SAUSD Equipment. RSCCD acknowledges that it has been afforded the opportunity to inspect any SAUSD equipment and accepts use of SAUSD equipment in the existing "AS-IS" condition of each item of SAUSD equipment.

10.3 RSCCD Use of SAUSD Equipment. The Parties acknowledge and agree RSCCD may use SAUSD equipment, if any, in connection with RSCCD's use and occupancy of the Premises and without additional cost or charge to RSCCD. RSCCD's use of SAUSD equipment shall be solely and exclusively in connection with operations and activities conducted by RSCCD in the Premises and only during such times as such operations and activities are being conducted by RSCCD in the Premises. RSCCD acknowledges that its use of SAUSD equipment shall be at the sole risk of RSCCD; RSCCD expressly releases SAUSD from any loss, damage, injury or other harm arising out of or related to the use of SAUSD equipment. RSCCD shall be responsible for repairing, replacing or restoring all damage to SAUSD equipment, as directed by SAUSD. RSCCD's use of SAUSD equipment shall terminate, without further action of RSCCD or SAUSD, concurrently with expiration of the Term or the earlier termination of this Lease.

11. PROPERTY PARKING LOT

11.1 RSCCD Non-Exclusive Use of Parking Spaces. During the Term, RSCCD shall have the exclusive right to park motor vehicles of RSCCD's employees, agents and invitees in the cross-hatched portion of the Property Parking Lot and noted as "RSCCD Parking" in the Property Site Drawing attached to this Lease as Appendix "A." For

purposes of this Lease, RSCCD and SAUSD agree that the area of the Property Parking Lot noted as RSCCD Parking consists of Forty (40) automobile parking spaces, two (2) of which shall be designated for exclusive use as a disabled parking space. During the Term of this Lease, RSCCD shall not abandon any inoperative vehicles or equipment on any portion of the Premises. SAUSD shall not be liable for any personal injury suffered by RSCCD or RSCCD's visitors, invitees, and guests, or for any damage to or destruction or loss of any of RSCCD or RSCCD's visitors, invitees, or guests' personal property located or stored in the parking lots, street parking, or the Premises, except where such damage is caused by SAUSD's negligence or misconduct. RSCCD accepts parking "AS-IS" and RSCCD acknowledges that SAUSD has not made and is not making any warranties whatsoever with respect to the parking.

11.2 Parking Rules and Regulations. At all times during RSCCD's use of the RSCCD Parking, RSCCD shall require strict compliance with the Parking Lot Rules and Regulations as described in SAUSD's Board Policy No. 7400, attached hereto as Appendix "B" and incorporated herein by this reference. RSCCD shall comply with all non-discriminatory modifications to the Parking Lot Rules and Regulations implemented from time-to-time by SAUSD. SAUSD may, without liability to RSCCD, prohibit any employee, agent or invitee of RSCCD who persistently violates Parking Lot Rules and Regulations from using or parking in the Property Parking Lot.

11.3 SAUSD Maintenance of and Improvements to Parking Area. During the Term at its sole cost and expense, SAUSD shall routinely maintain the area of the Property Parking Lot in which RSCCD's non-exclusive parking spaces are situated in a neat, clean, safe and sanitary condition.

11.4 Termination of Non-Exclusive Parking License. RSCCD's exclusive parking use shall terminate, without further action of SAUSD or RSCCD, concurrently with expiration of the Term, as applicable, or the earlier termination of this Lease.

12. DAMAGE TO OR DESTRUCTION OF PREMISES.

12.1 SAUSD Completion of Repairs After Damage or Destruction. In the event of damage to or destruction of Premises caused by fire or other casualty without fault or neglect of RSCCD, its employees, agents, representatives or invitees, or of the entrances and other common facilities necessary to provide normal access to the Premises or its equipment which portions and equipment are necessary to provide services to the Premises in accordance herewith, SAUSD shall undertake to make repairs and restorations as hereinafter provided, within thirty (30) days after such damage, unless this Lease be terminated by RSCCD as stated herein.

12.2 RSCCD Right to Terminate Lease. If the damage is of such nature or extent, in SAUSD's reasonable judgment, that more than one-hundred twenty (120) consecutive days, after commencement of the work, would be required (without premium incurring costs for acceleration or overtime work) to repair and restore the part of the Premises damaged or if SAUSD's insurance proceeds are insufficient to restore the Premises, SAUSD shall so advise RSCCD promptly, and for a period of twenty (20) days thereafter, RSCCD shall have the right to terminate this Lease by notice to SAUSD, as of the date specified in such notice, which termination date shall be no later than thirty (30) days after the giving of such notice. In addition, in the event of damage by fire or other casualty without fault or neglect of RSCCD or its employees, agents, representatives or invitees, RSCCD may terminate this Lease upon thirty (30) days written notice to SAUSD if SAUSD has not completed or cannot

complete, or cannot reasonably be expected to complete the making of the required repairs and restorations within four (4) months from the date of such damage or destruction. If any such damage or destruction shall occur during the last year of the Term of this Lease, RSCCD may terminate this Lease upon thirty (30) days written notice to SAUSD within sixty (60) days after such damage or destruction.

12.3 Abatement of Rent. In the case of damage to the Premises which is of a nature or extent that RSCCD's continued occupancy is substantially impaired, the Quarterly Rent otherwise payable by RSCCD hereunder shall be equitably abated or adjusted for the duration of such impairment.

12.4 Repair/Restoration Costs. If SAUSD elects to repair and restore, SAUSD shall restore the Premises to substantially its condition prior to the occurrence of the damage, provided that SAUSD shall not be obligated to repair or restore any alterations, additions, fixtures, equipment or improvements which have been installed by RSCCD (whether or not RSCCD has the right or the obligation to remove the same or is required to leave the same on the Premises as of the expiration or earlier termination of this Lease) unless RSCCD, in a manner satisfactory to SAUSD, assures payment in full of all costs as may be incurred by SAUSD in connection therewith. If there be any such alterations, fixtures, additions, equipment or improvements installed by RSCCD and RSCCD does not assure or agree to assure payment of all cost of restoration or repair as aforesaid, SAUSD shall have the right to determine the manner in which the Premises shall be restored so as to be substantially as the Premises existed prior to the damage occurring of this Lease, as if such alterations, additions, fixtures, equipment or improvements installed by RSCCD had not then been made or installed.

13. RSCCD COMPLIANCE WITH ALL LAWS

13.1 RSCCD shall at RSCCD's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises and RSCCD's use thereof; and shall faithfully observe in RSCCD's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations in RSCCD's use of the Premises), and all SAUSD policies, rules and regulations ("Environmental Laws").

13.2 Violation. The judgment of a court of competent jurisdiction shall be considered conclusive evidence of that fact as between SAUSD and RSCCD. If RSCCD fails to comply with any law, regulation or ordinance, SAUSD reserves the right to take necessary remedial measures at RSCCD's expense, for which RSCCD agrees to reimburse SAUSD on demand.

13.3 Hazardous Materials. RSCCD shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by RSCCD or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental

Laws). RSCCD shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq.* (ii) defined as a "hazardous waste" pursuant to section 14 of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et. seq.* (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

13.3.1 Hazardous Materials Report. SAUSD shall provide to RSCCD within 10 days of execution of this agreement the property's most recent Hazardous Materials Report.

13.3.2 Notice of Hazardous Substance. RSCCD will promptly notify SAUSD in writing if RSCCD has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws, whether the source of the Hazardous Substance originates from SAUSD's or RSCCD's use of the Premises. RSCCD shall promptly provide copies to SAUSD of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. RSCCD shall promptly supply SAUSD with copies of all notices, reports, correspondence, and submissions made by RSCCD to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. RSCCD shall promptly notify SAUSD of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

13.3.3 Inspection. SAUSD and SAUSD's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by SAUSD, may (but without the obligation or duty to do so), at any time and from time to time, on not less than ten (10) business days' notice to RSCCD (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether RSCCD is complying with RSCCD's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as SAUSD and RSCCD may agree.

14. DEFAULT

14.1 RSCCD Defaults. RSCCD shall be in default of its obligations under this Lease if any of the following events occur (collectively referred to as "RSCCD Defaults"):

14.1.1 RSCCD shall have failed to pay Rent when due and such failure persists for a period of ten (10) days after written notice by SAUSD to RSCCD; or

14.1.2 RSCCD shall have failed to perform any term, covenant or condition of this Lease except those requiring the payment of Rent, and RSCCD shall have failed to cure such breach within thirty (30) days after written notice from SAUSD specifying the nature of such breach. In the event the act required to cure the non-performance cannot be accomplished within said period, to preclude a default, RSCCD must commence the accomplishment of the necessary act within said period and thereafter proceed with diligence and good faith to accomplish the same; or

14.1.3 RSCCD shall have abandoned the Premises for a period of fifteen (15) consecutive days (without the payment of fees), it being agreed that the fact that any of RSCCD's property remains in the Premises shall not be evidence that RSCCD has not vacated or abandoned the Premises; provided, however, any normal holidays or holiday periods or vacation days shall not constitute abandonment of the Premises. Or

14.1.4 The making by RSCCD of any general assignment or general arrangement for the benefit of creditors; the filing by or against RSCCD or any guarantor of the Lease of a petition to have RSCCD or any guarantor of the Lease adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against RSCCD or any guarantor of the Lease, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the RSCCD's assets located at the Premises, or of RSCCD's interest in the Lease, where possession is not restored to RSCCD within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of RSCCD's assets located at the Premises or of RSCCD's interest in the Lease, where such seizure is not discharged within thirty (30) days; or

14.1.5 The making or furnishing by RSCCD of any warranty, representation or statement to SAUSD by RSCCD's authorized representative in connection with the Lease, or any other agreement to which RSCCD and SAUSD are parties, which is false or misleading in any material respect when made or furnished; or

14.1.6 The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

In the event of any default by RSCCD, SAUSD shall have the right, in addition to all other rights available to SAUSD under the Lease or now or later permitted by law or equity, to terminate the Lease by providing RSCCD with a notice of termination. Upon termination of the Lease, SAUSD may recover from RSCCD the worth at the time of award of the unpaid Rent and any other accrued fees which are due at the time of termination. In addition, upon termination, RSCCD shall immediately vacate the Premises as set forth herein.

14.2 SAUSD Defaults. SAUSD shall be in default under this Lease if SAUSD fails to perform obligations required by SAUSD within thirty (30) days after written notice by RSCCD to SAUSD specifying what obligations SAUSD has failed to perform. if the nature of SAUSD's failure to perform is such that more than thirty (30) days is required for performance, SAUSD shall not be in default if during said time period SAUSD commences performance and thereafter diligently prosecutes the same to completion.

15. TERMINATION; HOLD-OVER

15.1 Termination for Convenience.

15.1.1 SAUSD may terminate this Lease for convenience by written notification one hundred twenty (120) days prior to the effective date of the termination; provided, however, such termination for convenience shall not occur while any school semester is in progress.

15.1.2 RSCCD may terminate this Lease for convenience by written notification one hundred twenty (120) days prior to the effective date of the termination. RSCCD acknowledges that this one hundred twenty (120) day notice period is acceptable so that SAUSD can attempt to find another tenant.

15.1.3 Neither Party shall be required to provide just cause for termination in the written notification.

15.2 Termination for Cause. Either Party may terminate this Lease for cause, subject to the Notice of Default and cure periods set forth above. Cause shall include, without limitation:

15.2.1 Material violation or default of this Lease by RSCCD or SAUSD; or

15.2.2 Any act by RSCCD exposing SAUSD to liability to others for personal injury or property damage; or

15.2.3 RSCCD is adjudged a bankrupt, RSCCD makes a general assignment for the benefit of creditors, or a receiver is appointed on account of RSCCD's insolvency.

15.2.4 If SAUSD terminates for cause, RSCCD's rights in the Premises shall terminate upon on the thirty-first (31st) day following RSCCD's receipt of notice of termination from SAUSD. Upon receipt of SAUSD's notice of termination, RSCCD shall surrender and vacate the Premises in the condition required under this Lease, and SAUSD may re-enter and take possession of the Premises and all the remaining improvements or property and eject RSCCD or any of RSCCD's subtenants, assignees, or other person or persons claiming any right under or through RSCCD or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release RSCCD from the payment of any sum then due SAUSD or from any claim for damages or rent previously accrued or then accruing against RSCCD.

15.3 The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to SAUSD and/or RSCCD.

15.4 Upon termination of this Lease, RSCCD shall be responsible to restore the Premises to its condition prior to the commencement of this Lease with no damage thereto, reasonable wear and tear excepted.

15.5 Holding Over. At the expiration of the Term or any earlier termination of this Lease, RSCCD agrees to quit and surrender the Premises to SAUSD, and at RSCCD's expense promptly remove all RSCCD's property therefrom and leave the Premises in as good condition, order and repair as when RSCCD took possession thereof, ordinary wear and tear excepted. If RSCCD holds-over after expiration of the Term such tenancy shall be at sufferance only and shall not be deemed a renewal or extension of the Term. In such event, Monthly Rent shall be an amount equal to one hundred twenty percent (120%) of the Monthly Rent due upon expiration of the Term. No payment of money by RSCCD after the termination of the Agreement, or after the giving of notice of termination by the District to the RSCCD, shall reinstate, continue, or extend the Term.

16. INSPECTION

SAUSD shall have the right, upon forty-eight (48) hours' prior written notice to RSCCD, to enter the Premises, or any part hereof, at all reasonable times and/or during business hours for the purpose of inspecting the same or for any other lawful purpose ("Inspection"); or to perform deferred maintenance in or on the Premises in a manner so as not to disrupt RSCCD's use of the Premises; provided, however, that in an emergency situation, no prior notice shall be required.

17. ASSIGNMENT AND SUBLETTING

17.1 SAUSD Consent Required. RSCCD shall not sell, encumber, transfer, assign, mortgage, pledge or hypothecate (collectively referred to as "assignment") and shall not sublet the Premises or any portion thereof without the prior written consent and approval of SAUSD which shall not be unreasonably withheld or conditioned. RSCCD's actual or purported assignment of this Lease or sublet of the Premises without the prior consent and approval of SAUSD shall be deemed RSCCD's default under this Lease.

17.2 RSCCD Request to Assign/Sublet. If RSCCD desires to assign this Lease or sublet any portion of the Premises, RSCCD shall submit a written request to SAUSD not more than one-hundred eighty (180) days and not less than sixty (60) days prior to the proposed effective date of the assignment/sublet setting forth: (i) the name of the proposed assignee/sub-tenant; (ii) the nature of the business to be conducted in the Premises by the proposed assignee/sub-tenant; (iii) description of the proposed terms and conditions of the proposed assignment/sublet; and (iv) financial information of the proposed assignee/sub-tenant, including without limitation, current financial statements. Each request shall be accompanied by RSCCD's payment to SAUSD of one thousand dollars (\$1,000) to cover SAUSD's fees, costs and expenses to review and respond to RSCCD's request to assign/sublet.

17.3 Approval/Disapproval Standards. The following are agreed upon by RSCCD and SAUSD as reasonable basis for SAUSD's rejection of a request to assign/sublet: (i) RSCCD's failure to comply with the provisions hereof relating to the process for SAUSD consent to assign/sublet; (ii) the proposed assignee/sub-tenant does not possess, in the sole reasonable judgment of SAUSD, sufficient financial capacity to timely and completely satisfy obligations under the Lease; (iii) use of the Premises by the

proposed assignee/sub-tenant is not identical to that set forth in the Lease; (iv) use of the Premises by the proposed assignee/sub-tenant will violate any law, ordinance, regulation or rule; or (v) RSCCD is then in default of its obligations under the Lease.

17.4 No Release of RSCCD. No consent of SAUSD to an assignment of the Lease or sublet of any portion of the Premises shall relieve RSCCD of any obligation to be performed by RSCCD under this Lease, whether such performance is to occur prior to or after consent of SAUSD to a proposed assignment/sublet. SAUSD's acceptance of Rent from any person or entity other than RSCCD shall not be deemed SAUSD's waiver of any provision of this Lease, consent to any subsequent assignment/sublet or release RSCCD from any obligation of RSCCD under this Lease. Each assignee or sub-tenant of RSCCD shall assume the obligations of RSCCD under this Lease and shall be jointly and severally liable with RSCCD for the payment of Rent and performance of RSCCD's obligations under this Lease.

18. FINGERPRINTING AND CRIMINAL BACKGROUND VERIFICATION

If applicable and/or requested by SAUSD, RSCCD shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code § 1500 *et seq.*). RSCCD shall promptly provide written verification of compliance with the fingerprinting and criminal background investigation requirements to SAUSD prior to RSCCD taking possession of the Premises.

19. MISCELLANEOUS

19.1 Successors. This Lease and the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of RSCCD and SAUSD.

19.2 Notices. Any notice required or desired to be given under this Lease shall be deemed given if in writing sent by United States Mail, Certified, Return Receipt Requested with postage fully prepaid to the addresses of the Parties to this Lease as follows:

SAUSD:

Santa Ana Unified School District
Attn: Deputy Superintendent, Educational Services
1601 E Chestnut Ave.
Santa Ana, California 92701

RSCCD:

Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations and Fiscal Services
2323 N. Broadway
Santa Ana, California 92706-1640

19.3 Civic Center Designation. SAUSD and RSCCD agree that no portion of the Premises leased by RSCCD pursuant to this Agreement shall be subject to Civic Center Designation pursuant to Education Code Sections 82537 and 82542.

19.4 Captions and Titles. Captions and titles used in this Lease are for convenience only and are not intended to be used in the construction or in the interpretation of this Lease.

19.5 Invalid Provisions. In the event any provision of this Lease is deemed void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed herefrom without affecting enforcement or validity of remaining provisions hereof, which shall continue in full force and effect.

19.6 Governing Law: Interpretation. This Lease shall be interpreted and governed by the laws of the State of California. This Lease shall be interpreted as a whole, in accordance with its fair meaning and not strictly for or against RSCCD or SAUSD. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Lease shall be maintained in the Orange County.

19.7 Attorneys' Fees. If either Party files any action or brings any proceedings against the other arising out of the Lease, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. If both Parties are entitled to recover under their respective suits or cross-suits, neither party shall be deemed a "prevailing party" and each Party shall bear its own attorneys' fees and costs. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.

19.8 Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

19.9 Authority to Execute. Each individual executing this Lease on behalf of RSCCD and SAUSD represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of RSCCD or SAUSD, as applicable, and to bind SAUSD and RSCCD to the terms hereof. SAUSD and RSCCD represent and warrant to the other that this Lease has been duly and properly approved by their respective boards following a properly noticed and conducted hearing or meeting.

19.10 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

19.11 Entire Agreement. This Lease and Appendix "A" (Property Site Plan) and "B" (Parking Rules and Regulations) hereto, which are incorporated herein by reference, contains the entire understanding of RSCCD and SAUSD concerning the subject matter hereof. This Lease may be amended only by written instrument duly executed by SAUSD and RSCCD.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]

SAUSD

SANTA ANA UNIFIED SCHOOL DISTRICT

RSCCD:

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

Print Name: _____

Title: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX "A" – TO COME

[END OF APPENDIX "A".]

APPENDIX "B"



Santa Ana Unified School District

BOARD POLICY NO. 7400

SUBJECT: PARKING

CATEGORY: Facilities

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations

Effective: 9/2011

Revised: 10/2016

SCOPE:

The Superintendent or designee shall develop and maintain supplemental standards to those required by Federal or State law as to school parking facilities and drop-off procedures to ensure the safety of the students, staff, and the public. District schools are required to employ the district standards, where practicable and adequate site area exists. District parking and student drop-off regulations shall apply to all staff, student, and visitor motor vehicles and bicycles on District property.

POLICY:

Designated Parking

Parking spaces will be marked for the disabled, designated staff, and visitors. Reservation of parking spaces for additional purposes, including other school officials, will be reviewed by the Superintendent, or designee, for approval. Approval of reserved spaces will be based on the amount of available parking and path of travel considerations from the parking lot to the main entrance of the school or facility.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:
Administrative Regulation 7400 (b)

Legal Reference:

Education Code
Parking

Adopted: (9-11 10-16)

Santa Ana, CA

[END OF APPENDIX "B" AND EXHIBIT "B".]

EXHIBIT C

RSCCD Preschool Services Program Agreement

This Preschool Services Program Agreement (this "Agreement") is dated as of _____, 2022, 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 "C" to that certain Master Collaboration Agreement dated _____, 2022 entered into between RSCCD and SAUSD ("Master Agreement").

RECITALS

- A. RSCCD provides preschool services ("Preschool Program") to eligible children in SAUSD at McFadden Institute of Technology (MIT), and the Parties desire to restate and document their understanding and agreements related to the Preschool Program.
- B. 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 Agreement is to establish procedural guidelines for RSCCD to implement Preschool Program services at McFadden Institute of Technology (MIT).

3. **POPULATION TO BE SERVED**

RSCCD shall serve up to forty-eight (48) children, ages three (3) to five (5) years old, at McFadden Institute of Technology (MIT). The selection of children shall be based on the California State Preschool Program guidelines (Ed. Code, Section 8200 et seq.) and residency within SAUSD boundaries.

4. **GOAL**

The goal of this Program is to improve outcomes for children who reside within the SAUSD boundaries. RSCCD Child Development Services' preschool program shall prepare children to achieve greater success in school and life.

5. **SAUSD RESPONSIBILITIES**

SAUSD shall:

- A. Provide classroom space and play yard area adequate for forty-eight (48) preschool children that meet Title V, Community Care Licensing (CCL) requirements and all other pertinent health and safety standards.

- B. Assist RSCCD with the recruitment of preschool children within the SAUSD boundaries through advertisement and referrals.
- C. Provide one (1) nutritious lunch per session, appropriate for the children's age that meets or exceed the United States Department of Agriculture (USDA), Child and Adult Care Food Program (CACFP) guidelines at no cost to RSCCD by reporting the children in existing CACFP contract.
- D. Collaborate with RSCCD Child Development Services to provide cohesive and integrated preschool services.

6. RSCCD RESPONSIBILITIES

RSCCD shall:

- A. Provide a quality California State Preschool program to children within the SAUSD boundaries.
- B. Utilize California State Preschool Program funds, and any other funds that may become available to operate the preschool program.
- C. Collaborate with SAUSD staff including the Early Childhood Education Department to provide cohesive and integrated preschool services.
- D. Comply with all relevant mandates, laws and regulations such as, the California Department of Social Services Tittle 22 and California Department of Education, Title 5 regulations related to the California State Preschool Program.

7. SERVICES

RSCCD shall provide Preschool Services for children ages three (3) to five (5) years in two sessions. The preschool classroom shall serve a maximum of twenty-four (24) children in each session for a total of forty-eight (48) children per day. The staff to child ratio shall be one (1) teacher to twenty-four (24) children and one (1) adult to eight (8) children.

Services shall be provided as follows:

A. Curriculum

RSCCD shall provide a curriculum to promote developmentally appropriate practices for children using the High Scope Curriculum as a framework.

The curriculum will be used in conjunction with the California Preschool Foundations and Framework to focus on active learning; appropriate adult child interactions; stimulating physical environments; and schedules and routines appropriate for preschool children. Standardized authentic child assessment tools will be used by the teachers to assess each child's developmental level and design learning experiences that encourage further development of skills and knowledge.

B. Developmental Screening

RSCCD shall provide a full developmental screening using the Ages and Stages Questionnaire and the Ages and Stages Questionnaire Social Emotional, when

appropriate, for each child. The screening shall be conducted within the first quarter of the child's enrollment into the program.

8. FACILITIES

It is mutually understood that RSCCD shall provide services at the following facility:

McFadden Institute of Technology (MIT)
2701 S. Raitt Street
Santa Ana, CA 92704

9. USE OF SAUSD PROPERTY

SAUSD shall permit RSCCD the rent-free use of one or more classroom(s) to which the Parties agree for the Preschool Program as described herein.

SAUSD

RSCCD:

SANTA ANA UNIFIED SCHOOL DISTRICT

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[END OF EXHIBIT C.]

EXHIBIT D

RCSSD Early Care and Education Services Program for Parenting Students

This Early Care and Education Services Program Agreement (this "Agreement") is dated as of _____, 2022, and is entered into by and among Rancho Santiago Community College District, a California public community college district ("RSCCD") and Santa Ana Unified School District, a California public school district ("SAUSD"). This Agreement is attached as Exhibit "D" to that certain Master Collaboration Agreement dated _____, 2022 entered into between RSCCD and SAUSD ("Master Agreement").

RECITALS

A. RCSSD provides Early Care and Education Services to children of parenting high school students attending school at Valley High School in SAUSD, and the Parties now desire to restate and document their understanding and agreements related to the Early Care and Education Services Program.

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

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 Program is to establish procedural guidelines for RSCCD to implement Early Care and Education Services Program for children of parenting students attending Valley High School or as otherwise permitted by this agreement.

3. POPULATION TO BE SERVED

RSCCD shall serve up to twenty-four (24) children, ages six weeks to thirty-six months, at Valley High School. The selection of children shall be based on the California General Childcare Program, Early Head Start guidelines and residency within SAUSD boundaries. After all SAUSD parenting students have been served, enrollment may be opened to SAUSD and RSCCD employee's children and children in the local community to fill remaining capacity.

4. GOAL

The goal of the Early Care and Education Services Program is to improve the outcomes for SAUSD parenting students and their children by providing access to a quality services.

5. SAUSD RESPONSIBILITIES

SAUSD will:

- A. Provide classroom space and play yard area adequate for the number of children in the program that meets the minimum Community Care Licensing (CCL) requirements and other licensing standards for fourteen (14) infant and toddlers.

- B. Assist RSCCD with the recruitment of parenting students' children within the SAUSD boundaries through referrals from the CAL-SAFE program.
- C. Provide food and formula appropriate for the children's age that meets or exceeds the United States Department of Agriculture (USDA), Child and Adult Care Food Program (CACFP) or National School Lunch Program (NSLP) guidelines at no cost to RSCCD by absorbing the children in NSLP.
- D. Provide custodial services to the classroom within the same parameters and frequency as the other SAUSD infant and toddler classrooms to ensure health and safety standards at no cost to RSCCD.
- E. Collaborate with RSCCD Child Development Services to provide cohesive and integrated Early Care and Education Services.

6. RSCCD RESPONSIBILITIES

RSCCD shall:

- A. Utilize California General Childcare and Early Head Start Program funds, and any other funds, as may become available to operate the RSCCD Early Care and Education Services.
- B. Collaborate with SAUSD staff and the Early Childhood Education Department to provide cohesive and integrated Early Care and Education Services.
- C. Meet all of California Department of Social Services, Title 22, Head Start Performance Standards, Head Start Act, and California Department of Education, Title 5 regulations that relate to California General Childcare Program.
- D. Maintain rules regarding classroom visitors.

7. SERVICES

RSCCD shall provide Early Care and Education Services for children as early as six weeks (or as deemed appropriate by a health care provider) to thirty-six months in one classroom with two defined care spaces. Each care space shall serve a maximum of twelve children, for a maximum total of twenty-four children per day. The staff to child ratio, required at all times, shall be one teacher to eight children and one adult to three children under the age of eighteen months and one adult to four children for children that are eighteen months and older.

Services shall be provided as follows:

A. Curriculum

RSCCD will implement a responsive, child centered emergent approach that will utilize the High Scope Infant Toddler curriculum. High Scope Infant Toddler curriculum is based on the strengths and interests of the children; it is offered in a way that appeals to children at their individual stage of development and is reflective of their linguistic and cultural diversity. The High Scope Infant Toddler curriculum will be used to support an active learning process where infants and toddlers are encouraged to discover the world around them by exploring and playing through direct, hands-on experiences with

people, objects, events, and ideas. The teaching staff will support and scaffold learning through play. The curriculum will be used in conjunction with the California Infant Toddler Foundations and Framework to focus on not only active learning and appropriate adult child interactions, but also stimulating physical environments, schedules and routines appropriate for young children. Standardized authentic child assessment tools will be used by the teachers to assess each child's developmental level and design learning experiences that encourage further development of skills and knowledge.

B. Developmental Screening

RSCCD shall provide a full developmental screening using the Ages and Stages Questionnaire and the Ages and Stages Questionnaire Social Emotional, when appropriate, for each child in the program. The screening shall be conducted within the first quarter of the child's enrollment. Referrals and community resources will be provided when deemed necessary by the results.

8. FACILITIES

It is mutually understood that RSCCD shall provide services at the following facility:

Valley High School
1801 South Greenville Street
Santa Ana, CA 92704

9. USE OF SAUSD PROPERTY

SAUSD shall provide RSCCD the rent-free use of one or more classroom(s) to which the Parties agree and appropriate classroom materials to support the Early Care and Education Services Program. The room numbers SAUSD shall provide are Bldg. 8, Classrooms 8-1 and 8-2, as indicated in Appendix "A" hereto.

10. IMPROVEMENT AND ALTERATIONS TO PROPERTY

Improvements and alterations to property shall be contracted through SAUSD for actual project costs of modifications or improvements to property. All projects and associated costs will be agreed to by both parties in writing prior to commencement of work. Upon project completion, SAUSD will submit an itemized invoice to RSCCD. Payment will be made to SAUSD within 30 days from the date of invoice.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]

SAUSD

RSCCD:

SANTA ANA UNIFIED SCHOOL DISTRICT

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

Print Name: _____

Title: _____

Date: _____

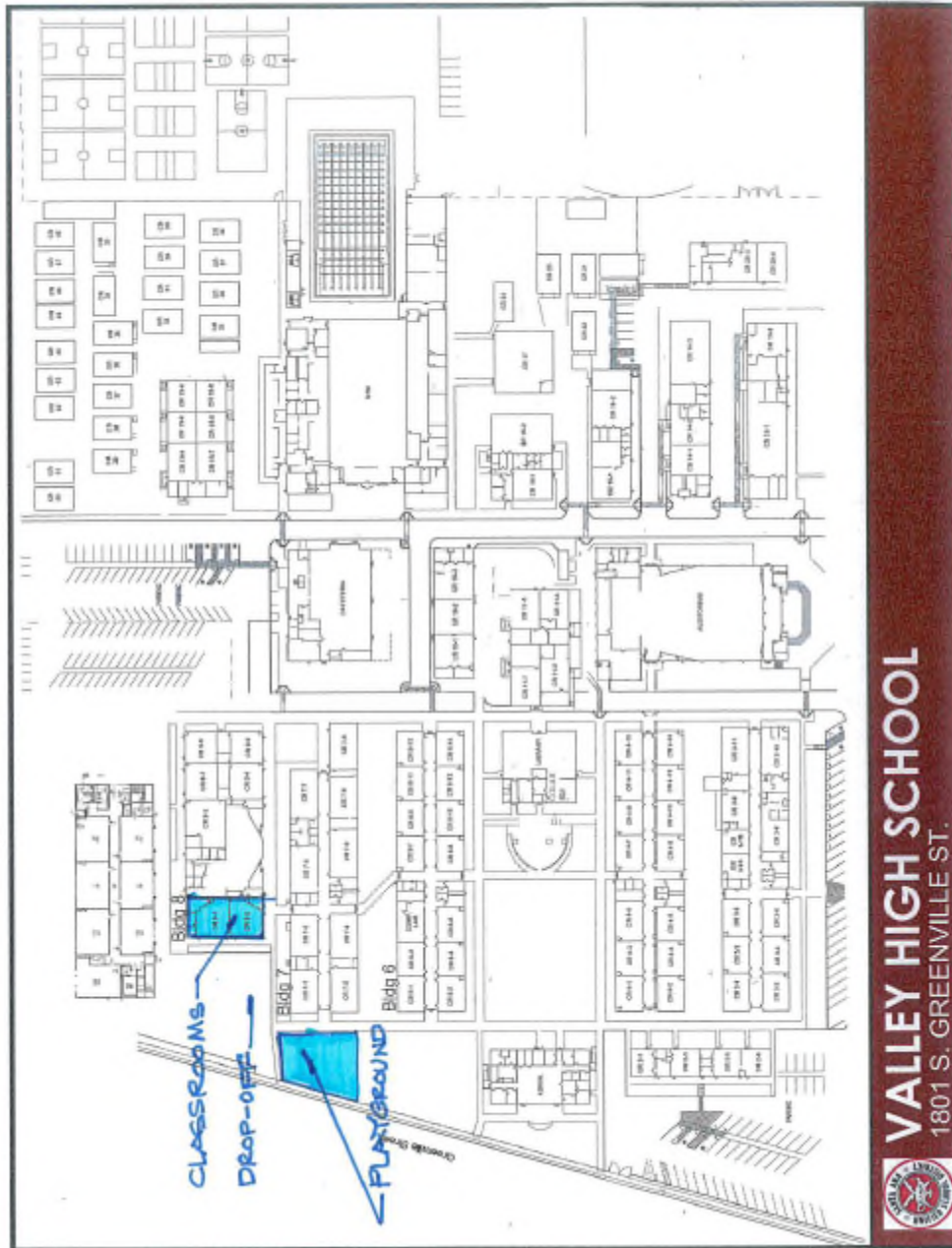
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Title: _____

Date: _____

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APPENDIX "A"



[END OF APPENDIX "A" AND EXHIBIT "D".]