



## **COLLEGE AND CAREER ADVANTAGE**

**San Juan Capistrano, CA 92675**

### **GOVERNING BOARD MEETING**

**June 29, 2020**

**Closed Session 10:00 a.m.**

*Due to the nature of the COVID-19 pandemic and in accordance with Governor Newsom's Executive Order N-29-20, issued on March 17, 2020, the Board members will have the option to attend the meeting and take action on any item telephonically. The public may join the meeting via Zoom at:*

*<https://us02web.zoom.us/j/89062989722?pwd=MVhwU1pCdIVlalhkvHEvTDVnMGdhZz09>  
Meeting ID is 890-6298-9722 and Password is 3qNcjs*

*Additional information for joining the meeting can be found on the last page of this agenda. There will be no physical meeting location open to the public. For this meeting, public input will not be facilitated in person. The District has provided the following option for the public to address the Board telephonically. Please submit your request to address the Board by clicking [here](#). Those who have registered to comment will receive an email prior to the meeting with information on how to join and comment telephonically. A speaker card will need to be submitted prior to the agenda item per Bylaws of the Board 9323, Meeting Conduct. Members of the public shall have an opportunity to address the Board regarding items on the agenda to be considered during Closed Session prior to the Board adjourning the meeting to Closed Session. Individual presentations are limited to a maximum of three (3) minutes; however, the time assigned for individual presentations could be fewer than three minutes depending upon the total number of speakers who wish to address a specific agenda topic. Detailed guidelines and information on what to do if you wish to address the Board of Trustees, is provided on the following page of this agenda. Per the Ralph M. Brown Act the heading 'Public Health Emergency' is the appropriate language at this time based on the Governor's Executive order allowing public Boards to conduct business under the current circumstances.*

### **AGENDA**

#### **CLOSED SESSION AT 10:00 A.M.**

- 1. CALL TO ORDER**
- 2. CLOSED SESSION COMMENTS**
- 3. CLOSED SESSION** (as authorized by law)

#### **A. PUBLIC HEALTH EMERGENCY**

Presented by Patricia Romo  
(Pursuant to Government Code § 54957)

**OPEN SESSION AT 10:30 A.M.**

**CALL TO ORDER – ROLL CALL**

	Present	Absent
Trustee Vickers, President	_____	_____
Trustee Jones, Vice President/Clerk	_____	_____
Trustee Hanacek	_____	_____
Trustee McNicholas	_____	_____
Trustee Perry	_____	_____

**PUBLIC HEARING: 2020-21 PROPOSED BUDGET ADOPTION**

The Board will conduct a public hearing on the 2020-21 Proposed Budget Adoption. The Board President will open the public hearing, determine if members of the public have submitted requests to speak on the item, and after hearing any speakers, formally close the public hearing. Supporting documentation is located on pages 108-172 of the Board packet.

**Public Hearing declared open \_\_\_\_ a.m.**

**Public Hearing declared closed \_\_\_\_\_ a.m.**

**4. PLEDGE OF ALLEGIANCE**

**5. APPROVAL OF AGENDA**

Motion \_\_\_\_\_ Second \_\_\_\_\_

**ACTION/  
ROLL CALL**

ROLL CALL: Trustee Hanacek \_\_\_\_\_  
Trustee Jones \_\_\_\_\_  
Trustee McNicholas \_\_\_\_\_  
Trustee Perry \_\_\_\_\_  
Trustee Vickers \_\_\_\_\_

**6. REPORT ON CLOSED SESSION ACTION**

**7. BOARD AND EXECUTIVE DIRECTOR COMMENTS**

**ORAL COMMUNICATIONS**

**Addressing the Board.** The Governing Board encourages citizens to participate in the operation of the CCA and, in turn, desires to be responsive to the needs of the school community. Any person may address the Board concerning an item on the agenda. The Board President may exercise judgment as to the time allotted to each speaker or on each subject. Board policy states that presentations are generally limited to three minutes for each speaker and a maximum of twenty minutes to each subject.

**For Items on the Agenda:** If you wish to address the Board regarding an item on the Board agenda, please complete a speaker card and give the card to the Board Secretary prior to the meeting. Please indicate on the card the specific Board item you wish to address and the Board President will call upon you to speak when the agenda item is being discussed.

**For Items Not on the Agenda:** If you wish to address the Board regarding a matter which is not included on the meeting agenda but which is within Board jurisdiction, please complete a speaker card and give the card to the Board Secretary prior to the meeting. Please indicate on the card the specific subject you wish to address. The Board President will call upon you to speak at the appropriate time. The Board is prohibited from taking action at the meeting on any matter not included on the posted agenda.

The Governing Board encourages citizens to participate in public school matters, and there is a professional staff of administrators available to handle most matters of public concern. It is expected that matters ordinarily will be presented to the administrative staff prior to the Board's involvement. It is requested that individuals who speak during the public meeting will be courteous and avoid remarks which reflect adversely on the character or motives of any person, or his or her race, religion, political views or economic status.

**Reasonable Accommodation.** *In order to help ensure participation in the meeting of disabled individuals, appropriate disability-related accommodations or modifications shall be provided by the Board, upon request, in accordance with the Americans with Disabilities Act (ADA). Persons with a disability who require a disability-related accommodation or modification, including auxiliary aids and services in order to participate in a Board meeting, shall contact the Superintendent or designee in writing by noon on the Monday before the scheduled meeting. Such notification shall provide CCA personnel time to make reasonable arrangements to assure accessibility to the meeting.*

## **8. COMMENTS FROM THE PUBLIC**

## **DISCUSSION**

Non-agenda items. Individuals may be limited to 3 minutes. To submit comments, please click [here](#).

## **CONSENT CALENDAR**

All matters listed under the consent calendar are considered to the Board to be routine and will be enacted by the Board in one motion in the form listed below. Usually no discussion will occur on these items; however, any member of the Board, audience or staff may request discussion of specific items on the consent calendar.

### **9. MINUTES**

**Pages 1-6**

Approval of the minutes of the Board meeting on March 12, 2020, (supporting information).

### **10. PURCHASE ORDERS**

**Pages 7-10**

Board to ratify/approve purchase orders as presented (supporting information).

### **11. CHECKS**

**Pages 11-13**

Board to ratify/approve checks as presented (supporting information).

12. **PERSONNEL ASSIGNMENT ORDER** Page 14-  
Board to ratify/approve personnel assignment order as presented (supporting information).
13. **DONATION**  
Board to ratify/approve donation of a 1995 Chrysler to the auto program at Capistrano Valley High School (no supporting information).
14. **LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES** Pages 15-34  
Board to ratify/approve retainer agreement for legal representation for the 2020-21 school year between College and Career Advantage and the Law Offices of Margaret A. Chidester & Associates (supporting information).
15. **STRONG WORKFORCE PROGRAM K-12 PATHWAY COORDINATOR POSITION - YEAR 1 AMENDMENT AND YEAR 2 SUB-AGREEMENT** Pages 35-95  
Board to ratify/approve contract documents for the Strong Workforce Program K-12 Pathway Coordinator Position - Year 1 First Amendment and Year 2 Sub-Agreement (supporting information).
16. **CLINICAL TRAINING AFFILIATION AGREEMENT BETWEEN COLLEGE AND CAREER ADVANTAGE AND MISSION HOSPITAL** Pages 96-102  
Board to ratify/approve Clinical Training Affiliation Agreement between CCA and Mission Hospital (supporting information).
17. **CAREER TECHNICAL EDUCATION JOINT POWERS AUTHORITY COALITION LETTER OF AGREEMENT TO PARTICIPATE** Pages 103-104  
Board to review and consider approval of the Career Technical Education Joint Powers Authority Coalition Letter of Agreement to Participate effective July 1, 2020 through June 30, 2021 (supporting information).
18. **COVID-19 OPERATIONS WRITTEN REPORT** Pages 105-107  
Board to review and consider approval of the COVID-19 Operations Written Report (supporting information).

Motion\_\_\_\_\_ Second\_\_\_\_\_

**ACTION/  
ROLL CALL**

ROLL CALL:    Trustee Hanacek        \_\_\_\_\_  
                  Trustee Jones            \_\_\_\_\_  
                  Trustee McNicholas        \_\_\_\_\_  
                  Trustee Perry                \_\_\_\_\_  
                  Trustee Vickers             \_\_\_\_\_

NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR A ROLL CALL VOTE.

**DISCUSSION/ACTION ITEMS**

**19. 2020-21 PROPOSED FINAL BUDGET**

**Pages 108-172**

Board to consider approval of 2020-21 proposed final budget as presented (supporting information).

Contact: Cindy Fox, Accountant

Motion\_\_\_\_\_ Second\_\_\_\_\_

**ACTION/  
ROLL CALL**

ROLL CALL: Trustee Hanacek \_\_\_\_\_  
Trustee Jones \_\_\_\_\_  
Trustee McNicholas \_\_\_\_\_  
Trustee Perry \_\_\_\_\_  
Trustee Vickers \_\_\_\_\_

**20. WAGE AND STEP FREEZE FOR 2020-21**

**Page 173**

Board to consider approval of freezing wage and step increases for the 2020-21 school year (supporting information).

Contact: Patricia Romo, Executive Director

Motion\_\_\_\_\_ Second\_\_\_\_\_

**ACTION/  
ROLL CALL**

ROLL CALL: Trustee Hanacek \_\_\_\_\_  
Trustee Jones \_\_\_\_\_  
Trustee McNicholas \_\_\_\_\_  
Trustee Perry \_\_\_\_\_  
Trustee Vickers \_\_\_\_\_

**21. IMPLEMENTATION OF FURLOUGH DAYS**

**Pages 174-175  
Exhibit A**

Board to consider approval of implementing furlough days for the 2020-21 school year (supporting information).

Contact: Patricia Romo, Executive Director

Motion\_\_\_\_\_ Second\_\_\_\_\_

**ACTION/  
ROLL CALL**

ROLL CALL: Trustee Hanacek \_\_\_\_\_  
Trustee Jones \_\_\_\_\_  
Trustee McNicholas \_\_\_\_\_  
Trustee Perry \_\_\_\_\_  
Trustee Vickers \_\_\_\_\_

**22. RESOLUTION #07-19/20 - REDUCTION OR ELIMINATION OF PARTICULAR KINDS OF SERVICES PERFORMED BY CERTIFICATED EMPLOYEES**

Pages 176-178  
Exhibit B

Board to review and consider adoption of Resolution #07-19/20, Reduction or Elimination of Particular Kinds of Services Performed by Certificated Employees (supporting information).

Contact: Patricia Romo, Executive Director

Motion \_\_\_\_\_ Second \_\_\_\_\_

**ACTION/  
ROLL CALL**

ROLL CALL: Trustee Hanacek \_\_\_\_\_  
Trustee Jones \_\_\_\_\_  
Trustee McNicholas \_\_\_\_\_  
Trustee Perry \_\_\_\_\_  
Trustee Vickers \_\_\_\_\_

**23. RESOLUTION #08-19/20 - YEAR-END INTERNAL TRANSFERS**

Pages 179-180

Board to consider adoption of Resolution #08-19/20 for routine internal transfers in order to balance expenditure classifications and permit the payment of obligations of the budget for fiscal year 2019-20 (supporting information).

Contact: Patricia Romo, Executive Director

Motion \_\_\_\_\_ Second \_\_\_\_\_

**ACTION/  
ROLL CALL**

ROLL CALL: Trustee Hanacek \_\_\_\_\_  
Trustee Jones \_\_\_\_\_  
Trustee McNicholas \_\_\_\_\_  
Trustee Perry \_\_\_\_\_  
Trustee Vickers \_\_\_\_\_

**24. RATIFY/APPROVE JOB DESCRIPTIONS AND SALARY RANGE FOR CLASSIFIED AND CERTIFICATED MANAGEMENT**

Pages 181-187

Board to review and consider approval of job descriptions and new salary schedule for the position of K-12 Pathway Coordinator, and new job description for Administrator, Instructional Programs. The new positions and salaries to be effective April 24, 2020 (supporting information).

Contact: Patricia Romo, Executive Director

Motion \_\_\_\_\_ Second \_\_\_\_\_

**ACTION/  
ROLL CALL**

ROLL CALL: Trustee Hanacek \_\_\_\_\_  
Trustee Jones \_\_\_\_\_  
Trustee McNicholas \_\_\_\_\_  
Trustee Perry \_\_\_\_\_  
Trustee Vickers \_\_\_\_\_

25. **RESOLUTION #09-19/20 - SALARY SCHEDULES FOR 2020-21**  
Board to consider adoption of Resolution #09-19/20, Salary Schedules and Salary Ranges for certificated and classified employees for 2020-21 (supporting information).

Contact: Patricia Romo, Executive Director

Motion \_\_\_\_\_ Second \_\_\_\_\_

ROLL CALL: Trustee Hanacek \_\_\_\_\_  
Trustee Jones \_\_\_\_\_  
Trustee McNicholas \_\_\_\_\_  
Trustee Perry \_\_\_\_\_  
Trustee Vickers \_\_\_\_\_

Pages 188-198  
Exhibits C-K

**ACTION/ROLL  
CALL**

26. **RESOLUTION #10-19/20 – AUTHORIZATION OF SIGNATURES FOR FARMERS & MERCHANTS BANK**

Board to review and consider adoption of Resolution #10-19/20, Authorization of Signatures for Farmers & Merchants Bank (supporting information).

Contact: Patricia Romo, Executive Director

Motion \_\_\_\_\_ Second \_\_\_\_\_

ROLL CALL: Trustee Hanacek \_\_\_\_\_  
Trustee Jones \_\_\_\_\_  
Trustee McNicholas \_\_\_\_\_  
Trustee Perry \_\_\_\_\_  
Trustee Vickers \_\_\_\_\_

Pages 199-200

**ACTION/  
ROLL CALL**

27. **RESOLUTION #11-19/20 – DENOUNCE ALL ACTS OF RACISM, INTOLERANCE, AND UNLAWFUL DISCRIMINATION**

Board to review and consider adoption of Resolution #11-19/20, Denounce all Acts of Racism, Intolerance, and Unlawful Discrimination (supporting information).

Contact: Patricia Romo, Executive Director

Motion \_\_\_\_\_ Second \_\_\_\_\_

Pages 201-202

**ACTION/  
ROLL CALL**

ROLL CALL: Trustee Hanacek \_\_\_\_\_  
Trustee Jones \_\_\_\_\_  
Trustee McNicholas \_\_\_\_\_  
Trustee Perry \_\_\_\_\_  
Trustee Vickers \_\_\_\_\_

**28. DONATION OF COLLEGE AND CAREER ADVANTAGE BUILDINGS TO CAPISTRANO UNIFIED SCHOOL DISTRICT**

**Pages 203-227**

Board to review and consider approval for College and Career Advantage to donate buildings located on the CCA Career Campus, 31522 El Camino Real in San Juan Capistrano, and two portable classrooms located on the San Clemente High School campus to Capistrano Unified School District.

*Contact: Patricia Romo, Executive Director*

Motion \_\_\_\_\_ Second \_\_\_\_\_

**ACTION/**  
**ROLL CALL**

ROLL CALL: Trustee Hanacek \_\_\_\_\_  
Trustee Jones \_\_\_\_\_  
Trustee McNicholas \_\_\_\_\_  
Trustee Perry \_\_\_\_\_  
Trustee Vickers \_\_\_\_\_

**29. CCA CALENDAR FOR 2020-21 SCHOOL YEAR**

**Pages 278-279**

Board to review and consider approval of the 2020-21 calendar (supporting information).

*Contact: Patricia Romo, Executive Director*

Motion \_\_\_\_\_ Second \_\_\_\_\_

**ACTION/**  
**ROLL CALL**

ROLL CALL: Trustee Hanacek \_\_\_\_\_  
Trustee Jones \_\_\_\_\_  
Trustee McNicholas \_\_\_\_\_  
Trustee Perry \_\_\_\_\_  
Trustee Vickers \_\_\_\_\_

**30. BOARD APPROVAL TO GRANT ADDITIONAL SICK TIME PER EDUCATION CODE 45207, SECTION 4**

**Pages 230-231**

Board to review Education Code 45207, Section 4, and consider approval of granting additional sick time to staff (supporting information).

*Contact: Patricia Romo, Executive Director*

Motion \_\_\_\_\_ Second \_\_\_\_\_

**ACTION/**  
**ROLL CALL**



ROLL CALL:    Trustee Hanacek    \_\_\_\_\_  
                     Trustee Jones        \_\_\_\_\_  
                     Trustee McNicholas    \_\_\_\_\_  
                     Trustee Perry            \_\_\_\_\_  
                     Trustee Vickers           \_\_\_\_\_

**31.    ADJOURNMENT**

Motion \_\_\_\_\_ Second \_\_\_\_\_

**ACTION/**  
**ROLL CALL**

ROLL CALL:    Trustee Hanacek    \_\_\_\_\_  
                     Trustee Jones        \_\_\_\_\_  
                     Trustee McNicholas    \_\_\_\_\_  
                     Trustee Perry            \_\_\_\_\_  
                     Trustee Vickers           \_\_\_\_\_



The Public may join the June 29, 2020 College and Career Advantage Board meeting via Zoom. Information for joining the meeting is below:

Join Zoom Meeting:

<https://us02web.zoom.us/j/89062989722?pwd=MVhwU1pCdIVlalhKVHEvTDVnMGdhZz09>

Meeting ID: 890 6298 9722

Password: 3qNcjs

One tap mobile

+16699009128,,89062989722#,,1#,472211# US (San Jose)

+12532158782,,89062989722#,,1#,472211# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 890 6298 9722

Password: 472211

Find your local number: <https://us02web.zoom.us/j/89062989722?pwd=MVhwU1pCdIVlalhKVHEvTDVnMGdhZz09>

## **COLLEGE AND CAREER ADVANTAGE**

### **BOARD MEETING: March 12, 2020 MINUTES**

Patricia Romo called the meeting to order at 8:30 a.m.

#### **Call to Order**

Succession Plan – Executive Director was tabled. The Board recessed to Closed Session to discuss Public Employment and Evaluation of Performance, and Public Employee Discipline/Dismissal/Release.

The Board recessed from Closed Session. The meeting of the Board was called to order by Patricia Romo, Executive Director, at 9:00 a.m.

**ROLL CALL:** Present: Trustees Hanacek, McNicholas, Perry, Vickers  
Absent: Trustee Jones

Trustee Vickers led the Pledge of Allegiance.

#### **APPROVAL OF AGENDA**

Staff requested Item #12 be tabled and Items #11, 13 and 14 be moved to Executive Director comments. On a motion from Trustee McNicholas, seconded by Trustee Hanacek, it carried by a vote of 4-0-1 to approve the agenda as amended.

#### **Approval of Agenda**

**VOTE:** Ayes: Trustees Hanacek, McNicholas, Perry, Vickers  
Nos: None  
Absent: Trustee Jones

#### **REPORT ON CLOSED SESSION ACTION**

There was no reportable action.

#### **Report on Closed Session**

#### **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

#### **Public Comments**

#### **CONSENT CALENDAR**

On a motion from Trustee McNicholas, seconded by Trustee Perry, it carried by a roll call vote of 4-0-1 to approve the consent calendar to include the following:

Minutes of the Board meeting on December 12, 2019, as presented.

Minutes

Purchase Orders as presented.

Purchase  
Orders

Checks as presented.

Checks

Personnel Assignment Order as presented.

Personnel  
Assignment  
Order

Donations as presented

Donations

Training Agreement as presented

Training  
Agreement

**ROLL CALL:** Ayes: Trustees Hanacek, McNicholas, Perry, Vickers  
Nos: None  
Absent: Trustee Jones

### **ORGANIZATIONAL GOALS: MID YEAR REVIEW**

Mrs. Romo presented a mid-year summary review of the organization's goals and achievements which include plans to complete course curriculum guides through the WASC process.

Organizational  
Goals

Year one of the Teacher Induction Program has been completed; the first three modules have been presented to approximately twelve new teachers.

College and Career Advantage is in the WASC self-study process in preparation for accreditation in spring 2021.

College and Career Advantage has increased the number of classes that are articulated, UC a-g approved, or honors weighted with the desire that every class is either articulated, is UC a-g approved or is an honors weighted course.

The Student Ambassador Program, which provides opportunities for student leadership and community outreach, currently has 33 members with representatives from both Capistrano Unified School District and Laguna Beach Unified School District.

College and Career Advantage continues to find grant opportunities to increase resources and has applied for approximately five different grants. Staff is working with the California Department of Education, Capital Advisors and School Services on the statewide goal of stabilizing funding for career technical education.

Work is being done to restore the inventory system that was lost in the 2015 move to the Capistrano Unified School District offices with an anticipated completion date of June 2020.

College and Career Advantage is out in the community attending multiple events to strengthen partnerships and collaborate with community-based organizations such as Chambers of Commerce and Parent Teacher Associations.

All Advisory Board meetings have been held for 2019-2020 and additional partnerships agreements have been approved.

Staff has attended Orange County Department of Education Orange County Pathway meetings, the Los Angeles Orange County Regional Consortium meetings and the Career Technical Education Orange County meetings to strengthen involvement in regional collaborative networks.

## **FUNDING UPDATE**

Trustees received information on career technical education grant funding which accounts for 65% of College and Career Advantage's funding. Information on funding allocations included information on the Career Technical Education Incentive Grant and the K12 Strong Workforce Program Grant.

### **Funding Update**

## **STEM DATA, CAREER GUIDANCE SPECIALISTS**

STEM data was presented to the Board during the Executive Director's comments.

### **STEM Data, Career Guidance Specialists**

College and Career Advantage plans to begin hiring career guidance specialists in the spring to start work in August for the fall. The Career Guidance Specialists will also be promoting career technical education classes in the middle schools and elementary schools introducing students to College and Career Advantage's career technical education programs in high schools. The Career Guidance Specialist positions are funded by a grant and each person hired will be informed that the position is grant funded.

## **BOARD MEETING DATES AND TIMES FOR THE REMAINDER OF 2020**

Trustees requested future meeting dates be set with giving consideration to each Districts' Board meeting dates. More research will be done and future meeting dates will be proposed.

**Board Meeting  
Dates and  
Times for  
2020**

## **SECOND INTERIM REPORT**

Mrs. Fox, Accountant for College and Career Advantage, presented a summary overview of the Second Interim Report.

**Second  
Interim**

On a motion from Trustee Hanacek, seconded by Trustee Perry, it carried by a vote of 4-0-1 to certify the Second Interim Report.

**VOTE:**           Ayes:       Trustees Hanacek, McNicholas, Perry, Vickers  
                  Nos:       None  
                  Absent:   Trustee Jones

## **BUDGET ASSUMPTIONS**

Mrs. Romo presented the Board with budget assumptions based on funds CCA expects to receive for fiscal year 2020-2021.

**Budget  
Assumptions**

## **LETTER OF INTENT TO AWARD THE K12 WORKFORCE PATHWAYS COORDINATOR GRANT**

Trustees reviewed a copy of the Letter of Intent to award the K12 Workforce Pathways Coordinator Grant. This Grant will fund the K12 Coordinator position

**K12 SWP  
Agreement**

## **LETTER OF TENTATIVE FUNDING FOR THE K12 STRONG WORKFORCE PROGRAM APPLICATION – "HEALTH AND MEDICAL TECHNOLOGY, STUDENT TRANSITIONS AND EMPLOYMENT SUCCESS"**

Trustees reviewed a copy of the letter from California Community Colleges for tentative funding for the K12 Strong Workforce Program "Health and Medical Technology, Student Transitions and Employment." The funds will be shared with Capistrano Unified School District and Laguna Beach Unified School District..

**K12 Strong  
Workforce  
Program**

**RESOLUTION #6-19/20 – RESOLUTION OF THE GOVERNING BOARD OF COLLEGE AND CAREER ADVANTAGE TO ACCEPT INSURANCE COVERAGE IN LIEU OF BOND**

On a motion from Trustee Hanacek, seconded by Trustee McNicholas, it carried by a roll call vote of 4-0-1 to adopt Resolution #06-19/20 – Resolution of the Governing Board of College and Career Advantage to Accept Insurance Coverage in Lieu of Bond. The insurance coverage will cover the Executive Director position. This Resolution is adopted with the understanding Trustee Jones will sign the Resolution.

**Resolution #6-19/20**

**VOTE:**           Ayes:       Trustees Hanacek, McNicholas, Perry, Vickers  
                  Nos:       None  
                  Absent:   Trustee Jones

**INTERNATIONAL CONFERENCE ON THE FANTASTIC IN THE ARTS**

The Item was tabled. The conference was canceled due to COVID-19.

**Fantastic in the Arts Conference**

**2020 YOUTH BUSINESS SUMMIT – VIRTUAL ENTERPRISE COMPETITION**

The item was tabled. The competition was canceled due to COVID-19.

**Virtual Enterprise Competition**

**BROADWAY TEACHERS WORKSHOP**

On a motion from Trustee Hanacek, seconded by Trustee McNicholas, it carried by a roll call vote of 4-0-1 to approve travel to the Broadway Teachers Workshop contingent upon any travel restrictions in place due to COVID-19.

**Broadway Teachers Workshop**

**ROLL CALL**    Ayes:       Trustees Hanacek, McNicholas, Perry, Vickers  
                  Nos:       None  
                  Absent:   Trustee Jones

**BUSINESS PARTNER AFFILIATION AGREEMENTS**

A list of College and Career Advantage's Business Partner Affiliation Agreements was reviewed by the Board. A copy of the affiliation agreements are kept in the College and Career Advantage administrative office. Staff works closely with teachers; however, it is the teachers who

**Business Affiliation Agreements**

visit facilities to obtain affiliation agreements.

## **ADJOURNMENT**

On a motion from Trustee Hanacek, seconded by Trustee Perry, it carried by a vote of 4-0-1 to adjourn the meeting at 9:54 a.m.

**Adjournment**

**VOTE:**           Ayes:       Trustees Hanacek, McNicholas, Perry, Vickers  
                  Nos:       None  
                  Absent:   Trustee Jones

---

**President**

---

**Secretary**



COLLEGE & CAREER ADV

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 06/29/2020

FROM 03/04/2020 TO 06/21/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N97R0424	MCKESSON MEDICAL SURGICAL INC	5,402.51	5,148.22	0120800705 4310	CTEIG-LBHS / Instructional Supplies
N97R0463	AMAZON.COM	256.07	254.29	0120800705 4400	CTEIG-LBHS / NONCAPITALIZATION EQUIPMENT
N97R0464	CAROC	150.00	-0.97	0120800305 4310	CTEIG-CVHS / Instructional Supplies
			150.00	0110038815 5220	Inst Strong Wrkfrce Grant / Conferences
N97R0466	AMAZON.COM	843.04	-150.00	0120810005 5220	CTEIG-INSTRUCTION / Conferences
N97R0467	HOME DEPOT CREDIT SERVICES	536.48	843.04	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0468	ACSA	608.30	536.48	0120801405 4310	CTEIG-SJHHS / Instructional Supplies
N97R0469	MOORE, ANNE	95.00	608.30	0120810005 5300	CTEIG-INSTRUCTION / DUES & MEMBERSHIPS
N97R0470	STAPLES	392.28	95.00	0111610515 5220	Student Services Manager / Conferences
N97R0471	FOUNTAIN VALLEY HS VIRTUAL ENT	100.00	392.28	0180411215 4330	Safety-Risk Mgmt/Maintenance / Supplies-Bldg Maintenance
N97R0472	AMAZON.COM	16.15	100.00	0110038815 5220	Inst Strong Wrkfrce Grant / Conferences
N97R0473	AMERICAN EXPRESS	71.00	16.15	0120800405 4310	CTEIG-DHHS / Instructional Supplies
N97R0474	STAPLES	150.81	71.00	0110810915 5900	Board-Audit Activities / COMMUNICATIONS
N97R0475	STAPLES	21.43	150.81	0120810005 4310	CTEIG-INSTRUCTION / Instructional Supplies
N97R0476	AMERICAN EXPRESS	21.43	21.43	0120810005 4310	CTEIG-INSTRUCTION / Instructional Supplies
N97R0477	AMERICAN EXPRESS	21.44	21.44	0120810005 4300	CTEIG-INSTRUCTION / MATERIALS & SUPPLIES
N97R0479	AMERICAN EXPRESS	16.70	9.81	0120810005 4310	CTEIG-INSTRUCTION / Instructional Supplies
N97R0480	AMERICAN EXPRESS	231.80	16.70	0120810005 4310	CTEIG-INSTRUCTION / Instructional Supplies
N97R0481	AMERICAN EXPRESS	12.45	231.80	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0482	AMERICAN EXPRESS	113.39	12.45	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0483	AMAZON.COM	12.90	113.39	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0484	AMAZON.COM	168.84	12.90	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0485	AMERICAN EXPRESS	23.58	168.84	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0486	AMAZON.COM	60.99	23.58	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0487	AMAZON.COM	10.76	60.99	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0488	AMERICAN EXPRESS	63.82	10.76	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0489	AMERICAN EXPRESS	188.56	63.82	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0491	AMERICAN EXPRESS	34.74	188.56	0120810005 4300	CTEIG-INSTRUCTION / MATERIALS & SUPPLIES
N97R0492	AMERICAN EXPRESS	25.00	34.74	0110810915 4300	Board-Audit Activities / MATERIALS & SUPPLIES
N97R0493	AMERICAN EXPRESS	28.39	25.00	0120810005 5220	CTEIG-INSTRUCTION / Conferences
N97R0494	DEAN, JILLIAN	90.93	28.39	0110110215 5900	Administration/General / COMMUNICATIONS
			90.93	0110038815 5220	Inst Strong Wrkfrce Grant / Conferences

Page No.: 1

Current Date: 06/22/2020  
Current Time: 11:37:39

User ID: CAFOX  
Report ID: PO010\_Fund <v. 030305>

# COLLEGE & CAREER ADV

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 06/29/2020

FROM 03/04/2020 TO 06/21/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N97R0495	DIFRANCESCO, ROCCO	140.17	140.17	0110038815 5220	Inst Strong Wrkfree Grant / Conferences
N97R0496	AMERICAN EXPRESS	26.35	26.35	0110110215 5900	Administration/General / COMMUNICATIONS
N97R0497	AMERICAN EXPRESS	1,059.40	1,059.40	0110038815 5220	Inst Strong Wrkfree Grant / Conferences
N97R0498	AMERICAN EXPRESS	451.76	451.76	0120800205 4310	CTEIG-ANHS / Instructional Supplies
N97R0499	AMERICAN EXPRESS	190.79	190.79	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0500	AMERICAN EXPRESS	170.00	170.00	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0501	AMERICAN EXPRESS	76.17	76.17	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0502	AMERICAN EXPRESS	485.01	485.01	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0503	AMERICAN EXPRESS	106.31	106.31	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0504	AMERICAN EXPRESS	360.10	360.10	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0505	AMERICAN EXPRESS	257.01	257.01	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0506	AMERICAN EXPRESS	62.86	62.86	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0507	AMERICAN EXPRESS	366.89	366.89	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0508	AMERICAN EXPRESS	47.24	47.24	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0509	AMERICAN EXPRESS	72.54	72.54	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0510	AMERICAN EXPRESS	514.64	514.64	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0511	AMAZON.COM	192.83	192.83	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0512	AMERICAN EXPRESS	327.00	327.00	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0513	AMERICAN EXPRESS	49.94	49.94	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0514	AMERICAN EXPRESS	496.24	496.24	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0515	AMERICAN EXPRESS	255.65	255.65	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0516	AMERICAN EXPRESS	55.68	55.68	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0517	AMERICAN EXPRESS	144.55	144.55	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0518	AMERICAN EXPRESS	442.83	442.83	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0519	AMERICAN EXPRESS	179.90	179.90	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0520	AMERICAN EXPRESS	251.00	251.00	0120810005 4316	CTEIG-INSTRUCTION / Instruct Supplies-Videos
N97R0521	AMERICAN EXPRESS	498.34	498.34	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0522	AMERICAN EXPRESS	47.03	47.03	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0523	AMERICAN EXPRESS	57.64	57.64	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0524	AMERICAN EXPRESS	51.14	51.14	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0525	AMERICAN EXPRESS	86.27	86.27	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0526	AMERICAN EXPRESS	73.54	73.54	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0527	AMERICAN EXPRESS	106.50	106.50	0120800305 4310	CTEIG-CVHS / Instructional Supplies

User ID: CAFOX

Report ID: PO010\_Fund

<v. 030305>

Page No.: 2

Current Date: 06/22/2020

Current Time: 11:37:39

# COLLEGE & CAREER ADV

## PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 06/29/2020

FROM 03/04/2020 TO 06/21/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N97R0528	AMERICAN EXPRESS	42.24	42.24	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0529	AMERICAN EXPRESS	88.53	88.53	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0530	AMERICAN EXPRESS	66.38	66.38	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0531	AMERICAN EXPRESS	9.55	9.55	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0532	AMERICAN EXPRESS	31.42	31.42	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0533	AMERICAN EXPRESS	151.94	151.94	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0534	AMERICAN EXPRESS	44.71	44.71	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0535	AMERICAN EXPRESS	100.00	100.00	0120810005 5220	CTEIG-INSTRUCTION / Conferences
N97R0536	HENRY SCHEIN INC.	404.68	404.68	01163901 5600	Dental Assistant-Adult / RENTALS,LEASES & REPAIRS
N97R0537	AMERICAN EXPRESS	23.55	23.55	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0538	AMERICAN EXPRESS	59.00	59.00	0120810005 5220	CTEIG-INSTRUCTION / Conferences
N97R0539	AMERICAN EXPRESS	463.72	463.72	0120810005 5830	CTEIG-INSTRUCTION / Advertising-Promotions
N97R0540	AMERICAN EXPRESS	750.00	750.00	0110127415 5810	Human Resources/KS / Professional Services
N97R0541	AMERICAN EXPRESS	157.28	157.28	0120810005 5830	CTEIG-INSTRUCTION / Advertising-Promotions
N97R0542	AMERICAN EXPRESS	189.99	189.99	0120810005 5830	CTEIG-INSTRUCTION / Advertising-Promotions
N97R0543	AMERICAN EXPRESS	208.66	208.66	0120810005 5830	CTEIG-INSTRUCTION / Advertising-Promotions
N97R0544	AMERICAN EXPRESS	245.67	245.67	0120810005 5830	CTEIG-INSTRUCTION / Advertising-Promotions
N97R0545	AMERICAN EXPRESS	90.00	90.00	0120810005 5220	CTEIG-INSTRUCTION / Conferences
N97R0546	AMERICAN EXPRESS	1,310.49	1,310.49	0110038815 5220	Inst Strong Wrkfree Grant / Conferences
N97R0547	AMERICAN EXPRESS	55.96	55.96	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0548	CAPISTRANO UNIFIED SCHOOL DIST	17,771.00	17,671.00	0120810005 4400	CTEIG-INSTRUCTION / NONCAPITALIZATION
			100.00	0120810005 5891	CTEIG-INSTRUCTION / Taxes-Fees-Permits
N97R0549	AMAZON.COM	193.89	193.89	0120800305 4400	CTEIG-CVHS / NONCAPITALIZATION EQUIPMENT
N97R0550	AMERICAN EXPRESS	183.16	183.16	0120800305 4400	CTEIG-CVHS / NONCAPITALIZATION EQUIPMENT
N97R0551	AMAZON.COM	106.67	106.67	0120801405 4310	CTEIG-SJHHS / Instructional Supplies
N97R0552	REID, MARK	718.75	718.75	0120810005 5810	CTEIG-INSTRUCTION / Professional Services
N97R0553	VITAL LINK ORANGE COUNTY	2,500.00	2,500.00	0110038815 5810	Inst Strong Wrkfree Grant / Professional Services
N97R0554	HENRY SCHEIN INC.	59,579.37	23,512.14	01163901 4400	Dental Assistant-Adult / NONCAPITALIZATION EQUIPMENT
			36,067.23	01163901 6400	Dental Assistant-Adult / EQUIPMENT
N97R0555	AMERICAN EXPRESS	26.35	26.35	0110110215 5900	Administration/General / COMMUNICATIONS
N97R0556	TOTAL COMPENSATION SYSTEMS INC	4,050.00	4,050.00	0110110215 5810	Administration/General / Professional Services
N97R0557	LAW OFFICES OF MARGARET A. CH	2,901.75	2,901.75	0110110215 5810	Administration/General / Professional Services
N97R0558	AMERICAN EXPRESS	58.06	58.06	0180411215 4330	Safety-Risk Mgmt/Maintenance / Supplies-Bldg Maintenance

User ID: CAFOX

Report ID: PO010\_Fund <v. 030305>

Page No.: 3

Current Date: 06/22/2020

Current Time: 11:37:39

# COLLEGE & CAREER ADV

## PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 06/29/2020

FROM 03/04/2020 TO 06/21/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N97R0559	AMERICAN EXPRESS	23.76	23.76	0120810005 4300	CTEIG-INSTRUCTION / MATERIALS & SUPPLIES
N97R0560	ZOOM VIDEO COMMUNICATIONS INC.	149.90	149.90	0120800A05 5300	CTEIG-ADM / DUES & MEMBERSHIPS
N97R0561	ACME NETWORK, THE	2,500.00	2,500.00	011009001 9330	Instruction/Int-Fee-Reg / PREPAID EXPENDITURES
N97R0562	DIFRANCESCO, ROCCO	66.93	66.93	0120800105 4310	CTEIG-CCC / Instructional Supplies
N97R0565	LAW OFFICES OF MARGARET A. CH	124.00	124.00	0110110215 5810	Administration/General / Professional Services
N97R0566	LAGUNA BEACH UNIFIED SCHOOL DI	264.96	264.96	0120800705 5600	CTEIG-LBHS / RENTALS,LEASES & REPAIRS
N97R0567	A-1 AWARDS & ENGRAVING	353.42	353.42	0111510015 4310	Student Recognition / Instructional Supplies
N97R0568	JOHNSON, ERIC	183.16	183.16	0120800305 4400	CTEIG-CVHS / NONCAPITALIZATION EQUIPMENT
N97R0569	EIDE BAILLY LLP	1,000.00	1,000.00	011009001 9330	Instruction/Int-Fee-Reg / PREPAID EXPENDITURES
N97R0570	AMAZON.COM	859.85	859.85	0120800305 4310	CTEIG-CVHS / Instructional Supplies
N97R0571	BELANTO, JOSEPH	50.00	50.00	0120800205 4310	CTEIG-ANHS / Instructional Supplies
N97R0572	FOX, CINDY	79.70	79.70	0110110215 4320	Administration/General / Office Supplies
N97R0573	YBARRA, YVONNE	1,025.00	1,025.00	0120810005 5810	CTEIG-INSTRUCTION / Professional Services
N97R0574	AMERICAN EXPRESS	250.00	250.00	0110038815 5220	Inst Strong Wkfrce Grant / Conferences
N97R0575	LAW OFFICES OF MARGARET A. CH	62.00	62.00	0110110215 5810	Administration/General / Professional Services
N97R0576	MCCLEARY, KIRSTEN	299.00	299.00	0120800505 5220	CTEIG-SCHS / Conferences
N97R0577	REID, MARK	805.00	805.00	0120810005 5810	CTEIG-INSTRUCTION / Professional Services
N97R0578	SURVEY MONKEY	384.00	384.00	011009001 9330	Instruction/Int-Fee-Reg / PREPAID EXPENDITURES
N97R0579	AMERICAN EXPRESS	919.41	919.41	0155655625 4330	Facility Repairs-Maintenance / Supplies-Bldg Maintenance
N97R0580	ANDRE, JAQUES	233.25	233.25	0120800505 4310	CTEIG-SCHS / Instructional Supplies
N97R0582	REID, MARK	4,000.00	4,000.00	0120810005 5810	CTEIG-INSTRUCTION / Professional Services
Fund 01 Total:		123,676.60	123,269.56		

COLLEGE & CAREER ADV  
Consolidated Check Register  
from 3/4/2020 to 6/21/2020

Check	Payee ID	Payee Name	Reference	Subs Check Date	Cancel Date	Type	Status	Check Amount
97 00015170	V9701684	CSEBA	DD MES MAR20	OH 03/11/2020		MW	IS	1,823.40
97 00015171	V9701846	METLIFE SMALL MARKET	LIFE MAR20	OH 03/11/2020		MW	IS	180.80
97 00015172	V9701825	CHRISTINA'S UNIFORMS CO.	51889	OH 03/13/2020		MW	IS	1,911.94
97 00015173	V9701739	CLUTTEY, TANIA	WEBSITE MAR20	OH 03/13/2020		MW	IS	250.00
97 00015174	V9701526	DELTA DENTAL OF CALIFORNIA	BE003818506	OH 03/13/2020		MW	IS	84.53
97 00015175	V9701236	DELUXE BUSINESS CHECKS AND SOL	02046823740	OH 03/13/2020		MW	IS	178.17
97 00015176	V9701855	FOUNTAIN VALLEY HS VIRTUAL ENT	FVHS FAIR 2019	OH 03/13/2020		MW	IS	100.00
97 00015177	V9700847	GANAHL LUMBER	020568405	OH 03/13/2020		MW	IS	1,066.86
97 00015178	V9700066	HOME DEPOT CREDIT SERVICES	9380891	OH 03/13/2020		MW	IS	1,647.78
97 00015179	V9701203	MCKESSON MEDICAL SURGICAL INC	77848486	OH 03/13/2020		MW	IS	4,270.23
97 00015180	V9700419	MOORE, ANNE	MILEAGE FEB20	OH 03/13/2020		MW	IS	55.78
97 00015181	V9701857	MOUNT MIGUEL HIGH SCHOOL	SDTS1940	OH 03/13/2020		MW	IS	500.00
97 00015182	V9701441	O'REILLY AUTO PARTS	3046 471156	OH 03/13/2020		MW	IS	394.08
97 00015183	V9700471	REID, MARK	CTE200218	OH 03/13/2020		MW	IS	718.75
97 00015184	V9701971	SELFF, SEAN	TES EFC20 SELFF	OH 03/13/2020		MW	IS	112.24
97 00015185	V9700162	STAPLES	8853	OH 03/13/2020		MW	IS	1,086.75
97 00015186	V9701639	ULTRADENT PRODUCTS INC.	13825167	OH 03/13/2020		MW	IS	932.08
97 00015187	V9701669	VELLANOWETH, DOMINIC	TES EFC20 VEL	OH 03/13/2020		MW	IS	130.63
97 00015188	V9701976	WESTCOAST PRODUCTS & DESIGN LL	19120463	OH 03/18/2020		MW	IS	8,322.13
97 00015189	V9701172	B&H PHOTO & VIDEO	168827861	OH 03/26/2020		MW	IS	193.45
97 00015190	V9701978	BERK, ELLEN	TES PTLS20 BERK	OH 03/26/2020		MW	IS	632.78
97 00015191	V9700002	CAPISTRANO UNIFIED SCHOOL DIST	68N11164	OH 03/26/2020		MW	IS	634.28
97 00015192	V9701799	DEAN, JILLIAN	TES EFC20 DEAN	OH 03/26/2020		MW	IS	185.23
97 00015193	V9701894	DIFRANCESCO, ROCCO	TES EFC20	OH 03/26/2020		MW	IS	140.17
97 00015194	V9700948	HENRY SCHEIN INC.	74331788	OH 03/26/2020		MW	IS	4,310.39
97 00015195	V9701203	MCKESSON MEDICAL SURGICAL INC	79263696	OH 03/26/2020		MW	IS	1,064.10
97 00015196	V9700419	MOORE, ANNE	TES EFC20	OH 03/26/2020		MW	IS	91.32
97 00015197	V9701441	O'REILLY AUTO PARTS	3046 477467	OH 03/26/2020		MW	IS	400.42
97 00015198	VOID:CONTIVoid - Continued Stub		CONTINUE	OH 03/27/2020		VM	VD	0.00
97 00015199	VOID:CONTIVoid - Continued Stub		CONTINUE	OH 03/27/2020		VM	VD	0.00
97 00015200	V9701672	AMERICAN EXPRESS	92165 FEB20	OH 03/27/2020		MW	IS	19,358.55
97 00015201	V9701739	CLUTTEY, TANIA	WEBSITE APR20	OH 04/03/2020		MW	IS	250.00
97 00015202	V9701526	DELTA DENTAL OF CALIFORNIA	BE003864836	OH 04/03/2020		MW	IS	84.53
97 00015203	V9700066	HOME DEPOT CREDIT SERVICES	8183115	OH 04/03/2020		MW	IS	602.73
97 00015204	V9701441	O'REILLY AUTO PARTS	3046 479459	OH 04/03/2020		MW	IS	115.96

Current Date: 06/22/2020  
Current Time: 11:41:16

Page  
1

User: CAFOX - Cindy A Fox  
Report: BK3005: Consolidated Check Register

**COLLEGE & CAREER ADV**  
**Consolidated Check Register**  
 from 3/4/2020 to 6/21/2020

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
97 00015205	V9700471	REID, MARK	CTE200317	OH	04/03/2020		MW	IS	718.75
97 00015206	V9700162	STAPLES	2439886901	OH	04/03/2020		MW	IS	24.12
97 00015207	V9799999	CDTFA	E1992463 001	OH	04/09/2020		MW	IS	871.37
97 00015208	V9701684	CSEBA	DD MES APR20	OH	04/09/2020		MW	IS	1,722.10
97 00015209	V9701846	METLIFE SMALL MARKET	LIFE APR20	OH	04/09/2020		MW	IS	176.30
97 00015210	V9701075	ACME NETWORK, THE	1109	OH	04/16/2020		MW	IS	2,500.00
97 00015211	V9701672	AMERICAN EXPRESS	92165 MAR20	OH	04/16/2020		MW	IS	10,475.45
97 00015212	V9701441	O'REILLY AUTO PARTS	3046479459	OH	04/16/2020		MW	IS	115.96
97 00015213	V9701662	TOTAL COMPENSATION SYSTEMS INC	8130	OH	04/16/2020		MW	IS	2,025.00
97 00015214	V9701172	B&H PHOTO & VIDEO	169358502	OH	04/23/2020		MW	IS	1,950.68
97 00015215	V9701217	CDW GOVERNMENT	WTH5107	OH	04/23/2020		MW	IS	275.34
97 00015216	V9701818	COLLEGE AND CAREER ADVANTAGE	1512	OH	04/23/2020		MW	IS	3,616.40
97 00015217	V9701914	FIRE SAFETY USA INC.	130431	OH	04/23/2020		MW	IS	14,663.03
97 00015218	V9701014	FOX, CINDY	MILEAGE JA	OH	04/23/2020		MW	IS	50.14
97 00015219	V9700003	Laguna Beach Unified School Di	76N10005	OH	04/23/2020		MW	IS	264.96
97 00015220	V9701950	LAW OFFICES OF MARGARET A. CH	9215	OH	04/23/2020		MW	IS	3,025.75
97 00015221	V9701971	SELFF, SEAN	MILEAGE MAR20	OH	04/23/2020		MW	IS	25.30
97 00015222	V9701693	A-1 AWARDS & ENGRAVING	AA 2112110	OH	04/28/2020		MW	IS	353.42
97 00015223	V9701979	EIDE BAILLY LLP	E100963290	OH	04/30/2020		MW	IS	1,000.00
97 00015224	V9701841	ORANGE COAST COLLEGE	OCC CNC 042820	OH	04/30/2020		MW	IS	350.00
97 00015225	V9700162	STAPLES	2455451311	OH	04/30/2020		MW	IS	370.10
97 00015226	V9700002	CAPISTRANO UNIFIED SCHOOL DIST	68N11695	OH	05/13/2020		MW	IS	258.44
97 00015227	V9701739	CLUTTEY, TANIA	WEBSITE MAY20	OH	05/13/2020		MW	IS	250.00
97 00015228	V9701526	DELTA DENTAL OF CALIFORNIA	BE003911968	OH	05/13/2020		MW	IS	84.53
97 00015229	V9701116	YBARRA, YVONNE	12	OH	05/13/2020		MW	IS	1,025.00
97 00015230	V9701684	CSEBA	EAP MAY20	OH	05/15/2020		MW	IS	1,782.10
97 00015231	V9701846	METLIFE SMALL MARKET	LIFE MAY20	OH	05/15/2020		MW	IS	203.30
97 00015232	V9700060	EMPLOYMENT DEVELOPMENT DEPT	94253051 LEC1 20	OH	05/22/2020		MW	IS	405.00
97 00015233	V9701203	MCKESSON MEDICAL SURGICAL INC	03360219	OH	05/22/2020		MW	IS	31.44
97 00015234	V9701172	B&H PHOTO & VIDEO	171952176	OH	06/04/2020		MW	IS	10.67
97 00015235	V9701739	CLUTTEY, TANIA	WEBSITE JUN20	OH	06/04/2020		MW	IS	250.00
97 00015236	V9701526	DELTA DENTAL OF CALIFORNIA	BE003954331	OH	06/04/2020		MW	IS	84.53
97 00015237	V9701950	LAW OFFICES OF MARGARET A. CH	9249	OH	06/04/2020		MW	IS	62.00
97 00015238	V9700471	REID, MARK	CTE200527	OH	06/04/2020		MW	IS	805.00
97 00015239	V9701672	AMERICAN EXPRESS	92165 MAY20	OH	06/05/2020		MW	IS	7,947.93

User: CAFOX - Cindy A Fox

Report: BK3005: Consolidated Check Register

Page

2

Current Date: 06/22/2020

Current Time: 11:41:16

**COLLEGE & CAREER ADV**  
**Consolidated Check Register**  
 from 3/4/2020 to 6/21/2020

Check	Payee ID	Payee Name	Reference	Subs Check Date	Cancel Date	Type	Status	Check Amount
97 00015240	V9701684	CSEBA	EAP JUN20	OH 06/05/2020		MW	IS	1,782.10
97 00015241	V9701846	METLIFE SMALL MARKET	LIFE JUN20	OH 06/05/2020		MW	IS	203.30
97 00015242	V9700985	VITAL LINK ORANGE COUNTY	5083 CCA	OH 06/09/2020		MW	IS	2,500.00
97 00015243	V9700948	HENRY SCHEIN INC.	EQ20042900140	OH 06/19/2020		MW	IS	53,621.45
97 00015244	V9700471	REID, MARK	CTE200605	OH 06/19/2020		MW	IS	4,000.00

Issued: 171,711.02  
 97 Bank Total: 171,711.02

Grand Total: 171,711.02



## PERSONNEL ASSIGNMENT ORDER

### CERTIFICATED PERSONNEL CHANGE OF STATUS

Name:	<b>KIM THOMAS</b>		
Effective Date:	4/24/20		
Job Title:	<b>Instructional Program Coordinator</b>	Job Title:	<b>Administrator, Instructional Programs</b>
From:	\$97,229.00 annually + \$2,400 annual mileage stipend	To:	\$111,572.00 annually + \$2,400 annual mileage stipend

### CERTIFICATED PERSONNEL RESIGNATION/SEPARATION

NAME	TITLE	EFFECTIVE DATE	LOCATION
Reid, Mark	Design, Visual and Media Arts Pathway	6/4/20	Dana Hills HS

### CLASSIFIED PERSONNEL CHANGE OF STATUS

Name:	<b>NICOLE BERKMAN</b>		
Effective Date:	4/24/20		
Job Title:	<b>Student Services Manager, K-12</b>	Job Title:	<b>K-12 Pathway Coordinator</b>
From:	\$83,829.96 annually + \$2,400 annual mileage stipend	To:	\$105,000 annually+ \$2,400 annual mileage stipend



LAW OFFICES OF  
**MARGARET A. CHIDESTER & ASSOCIATES**

17762 COWAN, FIRST FLOOR  
IRVINE, CALIFORNIA 92614-6096

MARGARET A. CHIDESTER\*  
STEVEN R. CHIDESTER  
KATELYN R. DESBROW  
DANIELLE M. BOYD  
LESLIE J. KIM

TELEPHONE: (949) 474-5040

TELECOPIER: (949) 474-8540

m.chidester@californiaschoollaw.net

April 3, 2020

\*A PROFESSIONAL CORPORATION

REF. OUR FILE

MAC-26

VIA U.S. MAIL

College & Career Advantage  
33122 Valle Road  
San Juan Capistrano, CA 92675

Attention: Ms. Pati Romo  
Executive Director

Re: Retainer Agreement for Legal Services in 2020-2021 School Year

Dear Ms. Romo:

We value our relationship with the College & Career Advantage and the Board's confidence in the quality of our services.

Enclosed for your consideration is a retainer agreement for legal services for the 2020-2021 school year. We are mindful that schools continue to experience financial challenges resulting from the current unpredictable economy resulting from the COVID-19 pandemic, declining enrollment, and mandatory increases to STRS and PERS contributions not funded by the state.

In light of the unprecedented financial strain that current school closures and anticipated steep decline in state tax revenues will place on 2020-2021 school budgets, *we are not proposing any rate increase for school year 2020-2021.*

Early identification and resolution of legal issues preserves client options and limits legal costs so more resources may be directed to students. Accordingly, we provide legal opinions on selected recent legislation and certain court decisions to our clients at no charge. Our preventive school law workshops on evaluation, bargaining, unlawful harassment, reference checking, pupil discipline, pupil records, other employee legal issues, charter schools, Brown Act, conflicts of interest, and other topics are available to your organization on request and are designed to help educators timely spot and address legal issues. Please contact us if we can provide these to the College & Career Advantage.

LAW OFFICES OF  
**MARGARET A. CHIDESTER & ASSOCIATES**

Ms. Romo  
April 3, 2020  
Page 2

By proposing no fee increases and vigilant review of client costs, we strive to avoid some of the billing practices of our competitors who may charge a minimum of .3 of an hour for critical telephone advice, or who may charge an additional "monthly service charge" based on a percentage of attorney time costs.

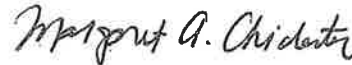
We periodically provide no-charge updates on recent challenging legal issues as we have done regarding the current COVID-19 crisis.

We value our long-standing relationship with the College & Career Advantage, and look forward to serving you in school year 2020-2021.

Kindly return a signed copy of the approved enclosed retainer agreement in the enclosed, prepaid self-addressed envelope.

Please do not hesitate to contact the undersigned with any questions. It is our pleasure to provide legal support to your organization.

Very truly yours,



Margaret A. Chidester

MAC:tg

Enclosures

- Proposed Retainer Agreement
- Firm Summary

LAW OFFICES OF  
**MARGARET A. CHIDESTER & ASSOCIATES**

17762 COWAN, FIRST FLOOR  
IRVINE, CALIFORNIA 92614-6096

MARGARET A. CHIDESTER\*  
STEVEN R. CHIDESTER  
KATELYN R. DESBROW  
DANIELLE M. BOYD  
LESLIE J. KIM

TELEPHONE: (949) 474-5040

TELECOPIER: (949) 474-8540

m.chidester@californiaschoolaw.net

\*A PROFESSIONAL CORPORATION

LAW OFFICES OF  
MARGARET A. CHIDESTER & ASSOCIATES  
FIRM SUMMARY

REF. OUR FILE

The Law Offices of Margaret A. Chidester & Associates, formed on September 1, 2000 by Margaret A. Chidester and Steven R. Chidester, consists of five experienced attorneys: Margaret A. Chidester, Steven R. Chidester, Katelyn R. Desbrow, Danielle M. Boyd, and Leslie J. Kim. We serve school and community college districts, charter schools, and other educational agencies in counsel and special counsel capacities, including the following districts and education agencies:

Adelanto Elementary School District  
Apple Valley Unified School District  
Arcadia Unified School District  
California School of the Arts - San Gabriel Valley  
Camino Nuevo Charter Academy  
Castaic Union School District  
Chino Valley Unified School District  
Coachella Valley Unified School District  
Coastline Regional Occupational Program  
College & Career Advantage  
Colton Joint Unified School District  
Colton Redlands Yucaipa Regional Occupational Program  
Eastside Union School District  
Etiwanda School District  
Fillmore Unified School District  
Fontana Unified School District  
Fountain Valley School District  
Fowler Unified School District  
Lucerne Valley Unified School District  
Monrovia Unified School District  
Mountain View School District, Los Angeles County  
Mountain View School District, San Bernardino County  
Newhall School District  
North Orange County Regional Occupational Program  
Norwalk La Mirada Unified School District

Orange County Educational Arts Academy  
Orange County School of the Arts  
Pleasant Valley School District  
School Day Cafe  
Sulphur Springs School District  
Tri-Cities Regional Occupational Program  
Victor Elementary School District

**The Professional and Educational Backgrounds of Members of the Firm:**

**MARGARET A. CHIDESTER**

B.A., University of California at Riverside, (Spanish),  
(with honors);  
J.D., University of San Diego, School of Law;  
M.A., Educational Administration, California State University  
at San Diego;  
Ed.D., Educational Leadership, University of Southern  
California, Rossier School of Education.

**Legal Experience:**

Proprietor, Law Offices of Margaret A. Chidester & Associates,  
September 1, 2000- present;  
Partner, Parker, Covert and Chidester, 1987-2000;  
Associate, Parker and Covert, 1981-87;  
Past Chairman and Member of Board of Directors, National  
School Boards Association Council of School Attorneys  
(1993-2005);  
Member, California Council of School Attorneys; Member, Board  
of Directors, 1993-1995;

**Publications and Presentations:**

Author: "Employment Litigation Involving the Superintendency:  
Taking Preventive Contractual Measures." Paper presented  
at 40th Annual Convention. Equity, Excellence, and Equal  
Education Opportunities: NOLPE and Brown at 40 (1994-  
1994) San Diego, California;  
Co-Author: "Due Process for School Administrators and School  
Board Members," NSBA Council of School Attorneys School  
Law in Review, 1985, Volume 1;  
Author: "First Amendment Issues and Pupil Discipline," NSBA  
School Law in Review, 1989;

- Co-Author: "Religious Challenges to Curriculum and Instruction Practices," NSBA's Religion, Education and the U.S. Constitution, 1994;
- Author: "Playing Fair: Litigating State and Local Athletic Eligibility Rules Protecting High School Athletes," Legal Handbook on School Athletics, NSBA Council of School Attorneys, March, 1997;
- Author: "Evaluation and Termination of School District Counsel," Selecting and Working With a School Attorney: A Guide for School Boards, NSBA Council of School Attorneys, April, 1997;
- Co-Author: "The School Attorney as a Preventive Law Practitioner," Selecting and Working With a School Attorney: A Guide for School Boards, NSBA Council of School Attorneys, April, 1997;
- Co-Author: "Use of E-Mail: Traps for the Unsuspecting School Board Member," Inquiry and Analysis, NSBA Council of School Attorneys, 2000;
- Co-Author: "E-Mail: 'Sunshine,' and Public Records," American School Board Journal, July 2000;
- School Employers Association Annual Management Conferences on Collective Bargaining, 1982-Present, Presenter at NSBA Council of School Attorneys Annual Meetings, California Council of School Attorneys Continuing Education Seminars, Association of California School Administrators, California Association of School Business Officials and California School Boards Association;
- Presenter, ACSA Superintendents' Academy, 1995-2017, Superintendent Contracts and School Governance Issues;
- Presenter, Oxford University Round Table on Education Policy, 2000, Saint Antony's College;
- Presenter, California Council of School Attorneys, "From Findings to Facilities: The High Stakes Nuances of Analyzing the Charter School Petition," September 2011.
- Presenter, National School Boards Association Council of School Attorneys, 2012 School Law Practice Seminar, "*Can Schools be Both Safe and Free? New National Guidelines on Harassment, Bullying, and Freedom of Expression*";
- Presenter, School Employers Association of California: School Management Certification Program, 2014-2019, "*The Legal Framework for Collective Bargaining*";
- Presenter, California School Boards Association, "*Cutting Edge Legal Issues in Charter Petition Renewal*," November 2017;
- Presenter, 2017 Leadership Conference, USC Rossier School of Education;

Presenter, 2019 California Council of School Attorneys Annual Workshop, "Prayer and Other Religious Statements at Public School Board Meetings."

Foreign Language: Spanish

Education Experience:

California Administrative Services Credential;  
Bilingual Certificate of Competence, Spanish;  
Fisher K-8 Credential and E.C.E. Credential;  
Bilingual teacher, grades K-6: Santa Ana Unified School District, Oceanside Unified School District, Fallbrook Elementary School District;  
University of Southern California, Delta Epsilon, Best Dissertation Award, Rossier School of Education, 1995: Superintendent Employment Contracts: Legal and Pragmatic Considerations that Affect the Board-Superintendent Relationship;  
Adjunct Faculty, Educational Leadership and Organizational Change Leadership, Ed. D. Programs, University of Southern California, Rossier School of Education, 1995-present;  
Member, Phi Delta Kappa, USC Chapter;  
Past President, Delta Epsilon, USC Rossier School of Education;  
Member, USC Rossier School of Education, Board of Councilors (2000 - present);  
Member, USC Alumni Association Board of Governors, 2004-2005.

**STEVEN R. CHIDESTER**

B.A., San Diego State University, (Psychology);  
B.A., cum laude, San Diego State University, (Sociology);  
J.D., Western State University College of Law, Fullerton California;

Honors: Golden Key National Honor Society (3.5+ G.P.A.);  
American Jurisprudence Awards: Family Law and Criminal Law;  
Western State University College of Law, President's Scholarship.

LAW OFFICES OF  
**MARGARET A. CHIDESTER & ASSOCIATES**

Legal Experience:

Managing Partner, Law Offices of Margaret A. Chidester & Associates, commencing September 2000, practice limited to representation of school districts and education agencies;  
Solo practice, 1992-2000, Law Offices of Steven R. Chidester;  
Associate attorney, Law Offices of Neben & Starrett, Inc., Newport Beach, 1991-1992.

Education Experience:

Emeritus Institute Instructor, "Law for the Layman" course, Irvine Valley College, Irvine, 1998 to 2010; and  
Paralegal Instructor, American Career College, Irvine, 1997-1998.

Publications and Presentations:

Presenter, 2019 California Council of School Attorneys Annual Workshop, *"Prayer and Other Religious Statements at Public School Board Meetings."*

Steven Chidester has represented school districts in all aspects of charter school law, including review and analysis of charter petitions and advice to the governing board as to how petitions can be lawfully denied, when denied petitioners appeal to the County Board of Education, and identifying oddities for the school district to support its position, as well as at the state level. Before the California Charter Schools Advisory Commission and the State Board of Education, Steven Chidester has appeared and represented school districts on multiple occasions when petitioners have appealed denial. Additionally, Steven Chidester has appeared in Superior Court and has participated as counsel in defending appeals from charter school petitions denied at the local, county, state, and Superior Court levels.

Steven Chidester has taught multiple workshops for educational administrators, including, but not limited to, responding to and analyzing subpoenas for production of records and appearances, analysis and advice on child custody orders, ASB fund management, and best practices to avoid fraud, nonprofit organizations including foundations supporting school districts and the explicit requirements for application and obtaining state and federal tax exemptions and filing with the Secretary of State, pupil expulsions, and other discipline.

Steven Chidester was a community college instructor for over ten years of a class for laypersons on an introduction to the law, including basic elements of state and federal constitutions, due process, consumer law issues, and related challenges.

Steven Chidester has had extensive experience in school facilities, including but not limited to assisting districts in responding to Proposition 39 charter school facilities entitlement, limiting facilities to that required by law. He has had extensive experience in public contracts code requirements concerning the lowest, responsible bidder and hearings that may result.

Steven Chidester has had significant experience in supporting school districts with charter school oversight requirements to comply with their legal obligations and to avoid school district liability for failure to comply with statutory oversight obligations.

**KATELYN R. DESBROW**

B.A., University of California, Santa Cruz, CA, (Legal Studies & History) (Earth Science);  
J.D., Whittier School of Law, Costa Mesa, CA.

**Legal Experience:**

Senior Associate Attorney, Law Offices of Margaret A. Chidester & Associates, October 2019 - present;  
Associate, Law Offices of Margaret A. Chidester & Associates, October 2015 - present;  
Associate, Malcolm, Cisneros, A Law Corporation, Irvine, CA, May 2013 - September 2015.

At the Law Offices of Margaret A. Chidester & Associates, Katelyn Desbrow has participated in pre-trial hearings, preparation, and drafting of documents supporting school districts in the dismissal of permanent teachers before an Administrative Law Judge and panel of the Commission on Professional Competence. She has appeared on related motions before the Office of Administrative Hearings.

Katelyn Desbrow has participated in classified employee discipline hearings before neutral hearing officers pursuant to the requirements of the California Education Code and Collective Bargaining Agreements. She is knowledgeable concerning



requirements for progressive discipline and has drafted multiple disciplinary documents, commencing with verbal warnings and continuing the progressive discipline spectrum to charges for dismissal.

Katelyn Desbrow has had extensive experience in opposing initial unfair labor practice charges and drafting detailed and persuasive statements of respondent school districts in early opposition to seek dismissal of such charges or limiting of the scope of charges when ultimately issued.

Katelyn Desbrow has had extensive experience in investigating uniform complaints and complaints against employees on behalf of multiple client school districts. She is knowledgeable with respect to the legal distinctions between unlawful discrimination and harassment and unprofessional conduct. She has investigated multiple complaints of hostile work environment, sexual misconduct, and unlawful discrimination.

**DANIELLE M. BOYD**

B.A., University of California, Irvine, CA, (Political Science);

J.D., Whittier School of Law, Costa Mesa, CA.

**Legal Experience:**

Associate, Law Offices of Margaret A. Chidester & Associates,  
March 2017 - present.

Danielle Boyd has had years of experience, first as a law clerk, and then as counsel, in analysis of charter school petitions, analysis of Proposition 39 Proposals for Facilities, and in drafting agreements with charter schools to limit obligations of the school district. She has worked on multiple responses on behalf of school districts to charges of unlawful discrimination and harassment.

Danielle Boyd has prepared appellate petitions on behalf of school districts in matters of first impression.

**LESLIE J. KIM**

B.A., University of California, Irvine, CA (Political Science, Psychology and Social Behavior);

M.A., University of California, Irvine, CA (Education);  
J.D., University of San Diego School of Law, San Diego, CA.

Legal Experience:

Associate, Law Offices of Margaret A. Chidester & Associates,  
June 2018 - present;  
Legal Intern, Superior Court of California, San Diego, CA,  
May 2015 - August 2015.

Leslie Kim has investigated multiple allegations of unlawful harassment, discrimination, and hostile work environment. She has investigated and written reports concerning petitions for grade change by parents and students.

Leslie Kim reviews the criminal history of school district employees and reports status of such matters to school district employers in conjunction with current employment matters.

**SUMMARY OF EDUCATION LAW EXPERTISE**

The firm has over 60 years of collective experience in all legal and policy matters pertaining to governance and operation of public schools and community college districts, charter schools, joint powers agencies, and regional occupational programs.

We are invited speakers on pupil, governance, labor, and employment law issues at national and state conferences of the ACSA, NSBA, CASBO, CSBA, SEAC, the American Association of School Personnel Administrators the National Organization of Legal Problems in Education, and the Cal Poly Pomona Ed.D. program. We have extensive experience in representing school districts in compliance investigations by the Office for Civil Rights, the California Department of Education, and other state and federal agencies.

We have over 40 years of collective expertise in charter school representation, formation, renewal, revocation, governance, collective bargaining, and litigation.

Our attorneys have experience in litigation involving public entities before all levels of the California state courts, including the California Supreme court, California Courts of Appeal, the Federal District courts, and the United States Court of Appeals, Ninth Circuit, as well as before numerous

administrative agencies such as the Office for Civil Rights, the Public Employment Relations Board, the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the California State Board of Education, Commissions on Professional Competence, and numerous arbitrators and hearing panels.

Our litigation experience includes the following published appellate decisions:

Newport-Mesa Unified School District v. Hubert (1982) 132  
Cal.App.3d 724, 183 Cal.Rptr. 334;

Gardner v. Commission on Professional Competence, Board of  
Education of the Tustin Unified School District (1985) 164  
Cal.App.3d 1035, 210 Cal.Rptr. 795;

El Camino Community College District v. Superior Court (1985)  
173 Cal.App.3d 606, 219 Cal.Rptr. 236;

Jones v. Palm Springs Unified School District (1985) 170  
Cal.App.3d 521, 216 Cal.Rptr. 75;

Bassett Unified School District v. Commission on Professional  
Competence (1988) 201 Cal.App.3d 1444, 247 Cal.Rptr. 865;

Choice-In-Education League v. Los Angeles Unified School  
District (1993) 17 Cal.App.4th 415, 21 Cal.Rptr.2d 303  
(Amici Curiae for Education Legal Alliance for the Los Angeles  
Unified School District);

Gallup v. Alta Loma School District Board of Trustees (1996) 41  
Cal.App.4th 1571, 49 Cal.Rptr.2d 289;

Summerfield v. Windsor Unified School District  
(2002) 95 Cal.App.4th 1026, 116 Cal.Rptr.2d 233 (Amici Curiae  
for the Education Legal Alliance);

Culbertson v. San Gabriel Unified School District  
(2004) 121 Cal.App.4th 1392, review denied 2004 Cal. Lexis  
(Amici Curiae for the Education Legal Alliance);

Bakersfield Elementary Teachers Association v. Bakersfield City  
School District (2006) 145 Cal.App.4th 1260 (Amici Curiae for  
the Education Legal Alliance);

Corales, et al., v. Bennett, et al. Ninth Circuit Case No: 07-55892, D.C. No. CV-06-00849-SGL;

North Orange County Regional Occupational Program v. Regional Occupational Program Educational Association of North Orange County CTA/NEA - PERB Decision No. 857;

Temple City Educators Association CTA/NEA v. Temple City USD - PERB Decision No. 1972;

Castaic Union School District v. California School Employees Association, Chapter 401 - PERB Order No. Ad-384; and

Scott B. v. Board of Trustees of Orange County High School of the Arts (2013) 217 Cal.App.4th 117.

Margaret A. Chidester is "A.V." rated by Martindale-Hubbell, the highest rating given to California attorneys.

---

**RETAINER AGREEMENT  
BETWEEN COLLEGE & CAREER ADVANTAGE  
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective July 1, 2020 by and between the COLLEGE & CAREER ADVANTAGE of San Juan Capistrano, California, "CCA," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

**W I T N E S S E T H**

WHEREAS, the CCA desires to obtain from Attorneys certain legal services; and

WHEREAS, the governing Board has determined that it is in the best interest of the CCA to appoint Attorneys to represent the CCA in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. **Services:** The CCA retains Attorneys for the purpose of providing legal services pertaining to CCA business and related matters as may be specifically directed by the governing Board, the Superintendent, or by their designees, including, but not limited to, labor negotiations, employment, personnel, pupil personnel, investigation of complaints, instructional compliance, contractual, business, finance, transactional, real property, governance and litigation issues, or such other legal issues as may be specifically assigned by the Superintendent/designee.

Upon specific direction of the Board, the Superintendent, or designees, Attorneys will interpret relevant statutes, constitutional provisions and case law as deemed necessary by the CCA; prepare, review, and comment on legal documents in correspondence; render legal opinions as appropriate and

requested; advise and represent the CCA in any court or administrative proceeding, provide other legal advice and legal services as requested; work with the CCA staff and Board in the development of policy; and attend meetings in person or telephonically as necessary and requested.

In rendering services, Attorneys shall comply with all federal, state, and local laws, regulations, and rulings to the extent that such laws are applicable to the Firm in its capacity as a CCA's legal representative.

2. **Rates and Payment:** The CCA shall not be required to pay in advance for any retained services. The CCA shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference. *Billing shall be reported in increments of 1/10 of one hour.* Billing shall separately specify related costs including authorized consultants providing services on behalf of CCA.

3. **Costs:** The CCA shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including actual charges that Attorneys directly incur such as filing fees, reproduction of documents, messenger and delivery services, postage, travel expenses, mileage for travel at the fixed IRS rate, lodging, court reporting costs, hearing officer and arbitrator fees, and consultant services.

Attorneys will supply all necessary equipment, tools, supplies, offices, personnel, transportation, support services, and insurance required to perform legal services under this Agreement.

4. **Statements:** Attorneys shall present statements for services rendered during the preceding month. The CCA shall pay

upon presentation or within forty-five (45) days thereafter. Invoices not paid within 60 days of the date issued may be assessed a late charge of 1.0% per month. Statement shall include (1) a detailed, confidential account of the legal matters, strategies, and work on behalf of the CCA, and (2) a summary invoice containing only amounts, dates, and general descriptions of legal services provided that is suitable for the Superintendent to transmit to the CCA's accounts payable staff or, if required, to present in response to a Public Records Act request. Invoices shall be sent directly to the attention of the Superintendent unless we are otherwise directed in writing by the Superintendent or the governing Board.

5. **Conflicts**: The CCA acknowledges that Attorneys presently represent and in the future will represent other districts, charter schools, and education agencies that may, from time to time, have transactions with the CCA. The CCA consents to such continued and future representation without the need for any further consent from the CCA, provided that Attorneys shall promptly notify the CCA in writing of any direct conflict and of the CCA's options in such case.

Attorneys shall not represent any person or entity in any action against the CCA or in any investment matter before the CCA.

6. **Related Post-Investigation Services**: If an attorney who conducted an investigation for the CCA is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration, or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for

the CCA, the CCA agrees to pay Attorneys for time expended, including preparation time, at the investigating attorney's then current hourly rate and to reimburse Attorneys for reasonable costs and expenses incurred.

**7. Indemnification:** Except as provided below, the CCA will indemnify, defend and hold harmless Attorneys from and against all claims, suits or causes of action arising out of the services rendered herein. The CCA will provide legal representation for Attorneys in any litigation relating to such services if Attorneys are sued, deposed, or otherwise required to provide information or testimony concerning services provided under this contract. ***This provision does not apply to any actions resulting from Attorneys' negligence or willful and/or malicious conduct in the course of rendering services.***

The indemnity provisions of this section shall survive the expiration or termination of this Agreement.

**8. Electronic Communication, Confidentiality and Publicity:**

The CCA authorizes Attorneys to communicate with the CCA and the CCA's authorized representatives via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents.

Attorneys shall make reasonable efforts to label electronic communications as confidential and privileged. The CCA acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is intercepted or confidentiality is otherwise compromised, the CCA will hold Attorneys harmless for any resulting injury.

The CCA will not modify any document transmitted to the CCA electronically by Attorneys, except as expressly authorized by Attorneys.



Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

Attorneys shall retain all CCA confidential information in the strictest confidence and shall neither use it nor disclose it to anyone without prior written consent of the CCA. The CCA may seek to enjoin any unauthorized disclosure. Attorneys shall not issue public announcements concerning the CCA without the CCA's prior written consent.

9. No Guarantee of Outcome. Attorneys do not promise or guarantee an outcome for any particular legal matter. Attorneys shall provide periodic reports and opportunities for CCA input and direction. Actual fees will vary from initial estimates and may be higher or lower based upon CCA direction for legal work.

10. Files and Ownership of Documents. When legal services conclude, or periodically as individual matters conclude, Attorneys will, upon the CCA's request, deliver closed files to the CCA at the CCA's cost, along with any funds or property of the CCA's in Attorneys' possession. Attorneys will retain closed files for a period of up to one (1) year. If the CCA does not request delivery of the file before the end of the one (1) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

11. Assignment. This Agreement is not assignable without the written consent of the CCA.

12. Independent Contractor. Attorneys, while engaged in performing the terms of this Agreement, are an independent contractor and are not employees of the CCA.

13. Insurance. Attorneys shall maintain workers' compensation insurance, general liability insurance, and legal malpractice coverage in force at all times at their sole expense in amounts deemed sufficient under current industry standards to protect the interests of the CCA under this Agreement. Attorneys shall, on request, provide the CCA with certificates of insurance evidencing compliance with coverage requirements of this Agreement.

14. Nondiscrimination. Attorneys shall not, in the performance of this Agreement, unlawfully discriminate against any employee, applicant for employment, or CCA student or employee because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40), immigration status, sex, gender, gender identity or sexual orientation.

15. Audit. The CCA shall have audit access to its accounts with Attorneys on request during the term of this Agreement. Attorneys shall cooperate with such auditors or investigators authorized to audit CCA activities and provide information regarding CCA legal matters that the CCA may need to defend itself against legal challenges.

16. Governing Law. This Agreement shall be governed by the laws of the state of California.

17. Authority. The parties hold the positions set forth below their signatures and are authorized to execute this Agreement

on behalf of their respective parties and to bind their respective parties hereto.

18. Term. This Agreement is effective July 1, 2020. It may be extended or modified by mutual agreement.

This Agreement is terminable by either party upon thirty (30) days written notice.

19. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

COLLEGE & CAREER ADVANTAGE

Date: May 1, 2020 BY: Patricia Romo

LAW OFFICES OF MARGARET A.  
CHIDESTER & ASSOCIATES

Date: April 3, 2020 BY: Margaret A. Chidester  
Margaret A. Chidester

**EXHIBIT "A"**

Rates are guaranteed through June 30, 2021.

PARTNERS	\$310 per hour
SENIOR ATTORNEYS	\$285 per hour
OTHER ATTORNEYS	\$260 per hour
LAW CLERKS/PARALEGALS	\$160 per hour

**COSTS**

PHOTOCOPIES AND FAXES	\$0.25 per page
COLOR COPIES	\$0.50 per page
POSTAGE	actual charges
MILEAGE	IRS authorized rate
TELEPHONE CALLS AND TEXT MESSAGES	no charge



2323 North Broadway • Santa Ana, CA 92706 • 1640 • (714) 480-7300 • [www.rscdd.edu](http://www.rscdd.edu)

Santa Ana College • Santiago Canyon College

*Building the future through quality education*

**DATE:** June 2, 2020  
**TO:** LEA Host Institution for the K12 Workforce Pathways Coordinator  
**FROM:** Sarah Santoyo, Fiscal Agent for the K14 TAPs/K12 Coordinators  
**Re:** Strong Workforce Program K12 Pathway Coordinators – Year 1 Amendment and Year 2 Sub-agreement

Enclosed are the contract documents for the Strong Workforce Program K12 Pathway Coordinator grants and instructions for processing the enclosed Year 1 first amendment and year 2 sub-agreement.

**YEAR 1:** Due to the delay in starting the Year 1 grant and since an extension will not be approved, the Chancellor's Office has determined that the Year 1 award will be adjusted from \$125,000 to \$100,000 to reflect the shorter timeline. The enclosed amendment to the sub-agreement is to amend the sub-award amount to \$100,000 per community college served. No change to the Year 1 performance period of 3/1/2020 – 12/31/2020.

**YEAR 2:** The enclosed sub-agreement is to award the year 2 grant award for \$125,000 per community college served, with a performance period of 7/1/2020 – 12/31/2021.

**Instructions to host institution for processing the enclosed contract documents.**

First Amendment – Year 1	Sub-Agreement – Year 2
<b>Contract documents checklist (each combined as one PDF file) :</b>	
<ul style="list-style-type: none"> <li>✓ Copy of amendment for countersignature by host institution</li> <li>✓ Exhibit E – Guidance Letter SWP K12 Pathway Coordinators</li> </ul>	<ul style="list-style-type: none"> <li>✓ Copy of sub-agreement for countersignature by host institution</li> <li>✓ Exhibit A – Scope of Work (<i>Year 1 host application for continuation of project activities approved by the Chancellor's Office</i>)</li> <li>✓ Exhibit B – Invoice Form and Instructions</li> <li>✓ Exhibit C – Guidance Memo from the Chancellor's Office</li> <li>✓ Exhibit D – Guidance Letter SWP K12 Pathway Coordinators</li> <li>✓ Exhibit E – Articles I and II Legal Terms and Conditions</li> </ul>
<b>To execute the contract documents in order to distribute the funds, please do the following:</b>	

BOARD OF TRUSTEES

Charles J. Alvarez • Amanda P. Briscoe • Joe E. Brown • John Hernandez • Luis R. Lopez • Carlos J. Lopez • Felicia Mendoza Yanez • Philip E. Yarbrough

CHANCELLOR

Christina Martinez

First Amendment – Year 1	Sub-Agreement – Year 2
<ol style="list-style-type: none"> <li>1. Enter the name and title of the authorized signer (page 2).</li> <li>2. Enter the Employer Identification Number (EIN) (page 2).</li> <li>3. Submit the amendment to the authorized signer for approval by your institution.</li> <li>4. By <u>June 30, 2020</u>, scan and return a copy of the fully executed amendment to Sarah Santoyo at <a href="mailto:Santoyo_Sarah@rscdd.edu">Santoyo_Sarah@rscdd.edu</a>, and copy Maria Gil at <a href="mailto:Gil_Maria@rscdd.edu">Gil_Maria@rscdd.edu</a>. The fiscal agent <u>does not</u> require an original signed copy.</li> <li>5. By <u>July 3, 2020</u>, submit an invoice for the 70% advance payment.</li> </ol>	<ol style="list-style-type: none"> <li>1. Enter the information for the primary and fiscal contacts (page 5).</li> <li>2. Enter the name and title of the authorized signer (page 6).</li> <li>3. Enter the Employer Identification Number (EIN) (page 6).</li> <li>4. Submit the sub-agreement to the authorized signer for approval by your institution.</li> <li>5. By <u>July 31, 2020</u>, scan and return a copy of the fully executed sub-agreement to Sarah Santoyo at <a href="mailto:Santoyo_Sarah@rscdd.edu">Santoyo_Sarah@rscdd.edu</a>, and copy Maria Gil at <a href="mailto:Gil_Maria@rscdd.edu">Gil_Maria@rscdd.edu</a>. The fiscal agent <u>does not</u> require an original signed copy.</li> <li>6. By <u>August 17, 2020</u>, submit an invoice for the 70% advance payment. An invoice template with instructions is provided as exhibit B.</li> </ol>

For questions pertaining to the contract documents and invoicing process, please contact Maria Gil at (714) 480-7464, [Gil\\_Maria@rscdd.edu](mailto:Gil_Maria@rscdd.edu).

For all other questions pertaining to this notification, please contact Sarah Santoyo at (714) 480-7466, [Santoyo\\_Sarah@rscdd.edu](mailto:Santoyo_Sarah@rscdd.edu).

Respectfully,  
Respectfully,



Fiscal Agent – K14 TAPs/K12 Coordinators  
(714) 480-7466, [santoyo\\_sarah@rscdd.edu](mailto:santoyo_sarah@rscdd.edu)

cc: Sandra Sanchez, Alejandro Sandoval, Lyla Eddington, Regional Consortia, K14 TAPs

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
COLLEGE AND CAREER ADVANTAGE REGIONAL  
OCCUPATIONAL PROGRAM**

This first amendment (hereinafter "Amendment") is entered into on this 11<sup>th</sup> day of May, 2020, between Rancho Santiago Community College District (hereinafter "RSCCD") and **College and Career Advantage Regional Occupational Program** (hereinafter "SUBCONTRACTOR"), to amend that certain agreement number DO-18-2559-62 (hereinafter "Agreement") between the parties dated March 23, 2020. RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter "Grant") from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division (hereinafter "PRIME SPONSOR"). At the direction of the PRIME SPONSOR, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host the **Strong Workforce Program K12 Pathway Coordinator** serving the **South Orange County Community College District** in the **Orange County Region** and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**Total Cost will be amended as follows:**

3. Total Cost


The total cost to RSCCD for performance of this Agreement shall not exceed \$100,000.00. This represents a reduction of \$25,000.00 (from \$125,000.00 to \$100,000.00).

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this first Amendment to be executed as of the day that both Parties have signed the Amendment.

First Amendment to Sub-Agreement between RSCCD and College and Career Advantage Regional  
Occupational Program

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

By:   
Name: Peter J. Hardash  
Title: Vice Chancellor  
Business Operations/Fiscal Services  
Date: May 19, 2020  
Board Approval Date: May 11, 2020

SUBCONTRACTOR: College and Career  
Advantage Regional Occupational Program

By: Patricia Romo  
Name: Patricia Romo  
Title: Executive Director  
Date: June 8, 2020  
95-2661408  
Employer/Taxpayer Identification Number (EIN)



First Amendment to Sub-Agreement between RSCCD and College and Career Advantage Regional  
Occupational Program

List of Exhibits  
*(Updated April 2020)*

Exhibit A: Scope of Work (approved by Chancellor's Office)

Exhibit B: Invoice Form and Instructions

Exhibit C: Guidance Memorandum from the Chancellor's Office

Exhibit D: Articles I, Rev. 09/18 and Article II, Rev. 05/14

*(NOTE: Exhibit D is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)*

**Exhibit E: Guidance on Sub-agreement for Year 1 K12 Workforce Pathways Coordinator and Important Updates Letter from RSCCD (04-01-2020)**

Exhibit E:

Guidance on Sub-agreement for

Year 1 K12 Workforce Pathways Coordinator  
and Important Updates

Letter from RSCCD (04-01-2020)



*Building the future through quality education*

2323 North Broadway • Santa Ana, CA 92706 • 1640 • (714) 480-7300 • [www.rscdd.edu](http://www.rscdd.edu)

Santa Ana College • Santiago Canyon College

**DATE:** April 1, 2020  
**TO:** LEA Host Institution for the K12 Workforce Pathways Coordinator  
**FROM:** Sarah Santoyo, Fiscal Agent for the K14 TAPs/K12 Coordinators  
**Re:** Enclosed sub-agreement for Year 1 – K12 Workforce Pathways Coordinator and Important Updates

Dear K12 Workforce Pathways Coordinator Host:

This cover letter is to share important updates to the K12 Workforce Pathways Coordinator grants and to provide instructions for processing the enclosed Year 1 K12 Coordinator sub-agreement with your institution.

### **Important Updates**

#### **YEAR 1 – K12 Workforce Pathways Coordinator grants**

Due to the delay in starting the Year 1 grants and since extensions will not be approved, the Chancellor's Office has determined that the Year 1 awards will be adjusted from \$125,000 to \$100,000 to reflect the shorter timeline.

Year 1 performance period: 3/1/2020 – 12/31/2020.

#### **Action Item 1:**

The enclosed Year 1 sub-agreement reflects the original amount of \$125,000. To avoid delays in getting the funding to the host institution, we request that you submit the enclosed sub-agreement for your institution's approval process.

The host institution can submit invoices for the advanced payment based on this original sub-agreement. It will not need to wait until the amendment is processed in order to request the advance payment.

#### **Action Item 2:**

The fiscal agent will create amendments to the Year 1 sub-agreements to reduce the total cost from \$125,000 to \$100,000. We plan to have those amendments for our board meeting in April, but we will have them processed no later than May 2020.

The host institution will receive the amendment (1-2 pages) that will indicate the change in the total cost, obtain approval signatures, and return it to the fiscal agent to adjust the purchase order accordingly.

BOARD OF TRUSTEES  
Claudio C. Alvarez • Arlene P. Garcia • John S. Hanna • Zobe Hernandez • Lawrence R. Barry • Roberto • Melinda Mendez Yanez • Philip E. Faribough  
CHANCELLOR  
Marvin Martinez

### YEAR 2 – K12 Workforce Pathways Coordinator grants

Year 2 grant awards for \$125,000, with a performance period of 7/1/20 – 12/31/21, will be developed and presented to the fiscal agent's board by May 2020.

Ideally, we would like to send the host institutions the Year 1 amendment and the Year 2 sub-agreement at the same time. We understand that it will help hosts with hiring processes if they have received grant agreements for Year 1 at \$100,000 and Year 2 at \$125,000 as soon as possible.

We will strive to have Year 2 sub-agreements approved in April 2020, but may be constrained due to approval processes that are delayed due to the COVID-19 impact. If not in April, Year 2 – K12 Coordinator sub-agreements will be processed before the start of the new fiscal year.

### Instructions to host institutions for processing the enclosed Year 1 sub-agreement

#### *Contract documents checklist:*

- Copy of the sub-agreement for countersignature by host institution
- Exhibit A – Host college application (scope of work)
- Exhibit B – Invoice Form and Instructions
- Exhibit C – Guidance Memorandum from the Chancellor's Office
- Exhibit D – Articles I and II Legal Terms and Conditions

#### *To execute this sub-agreement in order to distribute the funds, please do the following:*

- 1) Enter/review the information for the primary contact and fiscal contact (page 5).
- 2) Enter the host institution's EIN (page 6).
- 3) Print and submit the sub-agreement for authorized signature of approval by your host institution.
- 4) By May 8, 2020, scan and return a copy of the fully executed sub-agreement to Sarah Santoyo, Santoyo\_Sarah@rscdd.edu, and cc Maria Gil, Gil\_Maria@rscdd.edu. The fiscal agent does not require an original signed copy.
- 5) By May 29, 2020, submit an invoice for the 70% advance payment. Please work with your fiscal/accounting office to generate an invoice for an advance payment of \$87,500. Instructions for completing the invoice template are listed in exhibit B.

For questions pertaining to sub-agreement and invoice processing, please contact Maria Gil at (714) 480-7464, Gil\_Maria@rscdd.edu.

For all other questions pertaining to this notice, please contact me using the information provided below.

Respectfully,



Fiscal Agent – K14 TAPs/K12 Coordinators

(714) 480-7466, Santoyo\_Sarah@rscdd.edu

cc: Sandra Sanchez, Alejandro Sandoval, Lyla Eddington, Regional Consortia, K14 TAPs

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
COLLEGE AND CAREER ADVANTAGE REGIONAL OCCUPATIONAL PROGRAM**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 11<sup>th</sup> day of May, 2020, between Rancho Santiago Community College District (hereinafter "RSCCD") and **College and Career Advantage Regional Occupational Program** (hereinafter "SUBCONTRACTOR"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter "Grant") from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division (hereinafter "PRIME SPONSOR"). At the direction of the PRIME SPONSOR, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host the **Strong Workforce Program K12 Pathway Coordinator** serving the **South Orange County Community College District** in the **Orange County Region**, and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2020, through December 31, 2021.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$125,000.00.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 70% and a final payment of 30%. Payment is contingent upon approval by the PRIME SPONSOR. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to Sarah Santoyo (Santoyo\_Sarah@rscdd.edu) and Maria Gil (Gil\_Maria@rscdd.edu). The subject line of the e-mail should be written as follows: "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #"

Refer to the invoice form and instructions (*Exhibit B*) for the process to submit the invoice. NOTE: An electronic version of the invoice form and instructions will be provided to the SUBCONTRACTOR.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Program Design Requirements

PRIME SPONSOR may request SUBCONTRACTOR to follow grant-specific processes and procedures, complete forms or toolkits, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards. Technical assistance, training and support services will be provided to assist SUBCONTRACTOR with responding to these requests.

9. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to RSCCD and approved by the PRIME SPONSOR. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget

line items would not be considered substantial changes, and would not require prior approval.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or

losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo, Assistant Vice Chancellor, Educational Services  
2323 N. Broadway, Suite 201  
Santa Ana, CA 92706



(714) 480-7466; Santoyo\_Sarah@rsccd.edu

**Fiscal Representative:**

Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, Hardash\_Peter@rsccd.edu

**SUBCONTRACTOR:**

**Primary Contact:**

Name: Patricia Romo  
Title: Executive Director, Career Technical Education  
Address: 33122 Valle Road  
City, State Zip: San Juan Capistrano, CA 92675  
Phone No.: (949) 234-9476  
E-mail: pjromo@capousd.org

**Fiscal Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**19. Total Agreement**

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

**20. Amendments**

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

**1. Legal Terms and Conditions**

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (*Exhibit E* - Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all

funds in accordance with all applicable federal, state and local laws and regulations.


2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

By:   
Name: Peter J. Hardash  
Title: Vice Chancellor  
Business Operations/Fiscal Services  
Date: May 19, 2020

Board Approval Date: May 11, 2020

SUBCONTRACTOR: College and Career  
Advantage Regional Occupational Program

By: Patricia Romo  
Name: Patricia Romo  
Title: Executive Director  
Date: June 8, 2020

95-2661408  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

- Exhibit A: Scope of Work (approved by Chancellor's Office)
- Exhibit B: Invoice Form and Instructions
- Exhibit C: Guidance Memorandum from the Chancellor's Office
- Exhibit D: Guidance on Sub-agreement for Year 1 K12 Workforce Pathways Coordinator and Important Updates Letter from RSCCD (04-01-2020)
- Exhibit E: Articles I, Rev. 09/18 and Article II, Rev. 05/14

*(NOTE: Exhibit E is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)*

Exhibit A

Scope of Work

*(Year 1 host application for  
continuation of project activities  
approved by the Chancellor's Office)*

## APPLICATION TO HOST K12 PATHWAY COORDINATOR

LEA	College and Career Advantage, a Joint Powers Authority Regional Occupational Program (ROP)
Community College District	South Orange County Community College District (SOCCCD)
Primary Contact	Patricia Romo
Title	Executive Director
Email	<a href="mailto:pjromo@capousd.org">pjromo@capousd.org</a>
Phone	(949) 234-9476

Please provide brief answers to the following questions:

- 1. How will you ensure that the K12 Pathway Coordinator is able to serve your community college district service area including all middle school affiliates?**

*College and Career Advantage is a Joint Power Authority Regional Occupational Program that was established 50 years ago in 1970 and provides career and technical education pathway courses to two K12 districts, Capistrano USD and Laguna Beach USD. Over 17,000 students are enrolled in CTE courses comprising both high school and middle school students. Currently, 65% of high school students are participating in career pathways with over 300 sections offered. All CTE courses are aligned with our community college partners, over 80 courses are articulated with local community colleges, and approximately 60 courses meet the UC a-g entrance requirements. In addition over 20 courses are honors weighted courses earning students a GPA weighted grade.*

*College and Career Advantage has a long-standing relationship with the community colleges and school districts in our region. CCA has collaborated on multiple projects such as OC Pathways, Carl Perkins Grant Consortium, over 80 articulation agreements allowing students in CCA programs throughout the region to earn college credit while in high school. In addition, CCA has collaborated on CTEoc, the High School Transitions program at Saddleback College, WIOA and other workforce collaborative. CCA provides office space to Saddleback College Community Programs, Adult Education, and the OCDE College and Career Prep Academy, and has provided space to One Stop and EDD in the past. In addition, CCA has worked collaboratively in providing career technical education pathways for both K12 and adult students. CCA has over 500 business and industry partners that provide internships, serve as guest speakers, provide advice on curriculum, and offer field trips. These partnerships were developed as part of*

*the ROP mission, the eleven elements of a highly-qualified career and technical education programs, and education code requirements. Partnerships have continued to be enhanced through Carl Perkins, CTE Incentive Grant, California Partnership Academies, and K12 Strong Workforce Program grant funds. CCA has a close relationship with the administrative, management staff, and faculty at Saddleback College and Irvine Valley College.*

*CCA directly employs 70 faculty and 12 support staff. CCA Staff believe that the Pathway Coordinator position will strengthen and enhance regional pathway development by providing resources that are needed to connect existing partnerships in CTE and will support the needs of the regional partners and the regional focus of a strong workforce.*

**2. Describe how your fiscal/grant processes and resources are prepared to support the work of the K12 Pathway Coordinator.**

*College and Career Advantage is a Joint Power Authority Regional Occupational Program that was established in 1970. Since that time, CCA has been a well-governed, highly effective CTE organization. A Governing Board that consists of three members of the Capistrano USD Board of Trustees and two members of the Laguna Beach USD Board of Trustees oversee and guide the LEA. All purchasing and accounting procedures are established and audited annually by an outside auditing firm. The fiscal information is reported through the SARS system through OCDE, and presented to the CCA Governing Board in required intervals. CCA has served as the fiscal agent in several grants including the Carl Perkins grant for post-secondary students. Currently, CCA is serving as the fiscal agent for the CTE Incentive Grant in a consortium with Capistrano USD. Various grants received and managed include the CCPT grant, CTEIG, K12 SWP, and Perkins. CCA has a close relationship with the California Department of Education and works in alignment with all grant requirements. All records are on file and stored at our office facilities located within the Capistrano USD Education Center in San Juan Capistrano. Office space is available for this position and will be supported with existing systems and staff. All related technology is available. The employee in this position will be provided a laptop and presentation technology, and any other technology needed to carry out the responsibilities of the position. In addition, funds will be budgeted for attendance and participation in CTE conferences/ workshops/ collaborative events. CCA has a fast and reliable process in place for purchasing and event registration/participation. We pride ourselves on a 4 week process from the date of order to the delivery date of most supplies and equipment. Small but mighty. ☺*

**3. Once selected, describe how you would manage the K12 Pathway Coordinator.**

*The position of Pathway Coordinator will be treated as other Coordinator positions within the organization. The position will report to the Executive Director directly and attend weekly leadership meetings as an active participant. We would like to integrate the position to carry out the duties of the larger regional K14 partners and in turn strengthen the efforts of CCA related to program coordination. CCA is an active partner and the position will be inclusive of the needs of the K14 system and the K12/ROP system that is in a constant state of growth and development. We see this position as one that will evolve and serve the needs of multiple organizations within the K12 SWP structure and the region.*

*The position of Executive Director is a similar position that serves multiple external and internal entities. The CCA Executive Director also serves as the Executive Director of CTE for Capistrano USD and as such is employed by Capistrano USD and by extension of a Memorandum of Understanding, by CCA. In her role as CUSD Executive Director of CTE, she oversees all CTE courses and pathway development for the District and serves as a representative on several committees and boards. In her role of Executive Director of CCA, she oversees and evaluates staff and faculty, manages all operations, facilities, accounting, course and curriculum development, program management, and serves as a liaison to regional and statewide partners. This experience would serve as a basis for defining and delegating responsibilities to the Pathway Coordinator that would serve all stakeholders.*

*College and Career Advantage is hoping to assign some responsibilities to this position related to serving Capistrano and Laguna Beach USD's CTE pathway programs. For example, some of the requirements of the position such as attending community and regional meetings, collaborating with other K12 and Community College staff, and assisting in the planning of articulated and dual enrollment CTE courses integrate well with the work that CCA's current Coordinators do. The determination to increase the assignment to a twelve-month position and thereby contributing additional resources to the position to increase the salary range will provide the time and resources to enhance the assignment and meet all requirements. If this application is approved staff will work with the employee to determine assignments and responsibilities to best meet the needs for all parties.*

#### **4. How will this position be filled?**

*CCA will post the position on Edjoin and various employment service websites, interview and hire for the position. The position will be a certificated staff position. Current qualified employees will be eligible to apply. The qualifications will be similar to the current qualifications for a CCA Coordinator position integrated with the K12 SWP requirements. The interview process and selection process will be held in alignment with CCA's current process for hiring. In certain situations, CCA includes business/industry partners or K12 partners in the interviewing and selection process and will determine if partners are needed and available to serve in the process. The projected timeline to fill this position would be to post the position in February 2020 and complete the interview and selection process by early April 2020 with a start date of May 1, 2020.*

#### **Projected Budget:**

##### **Expenditure Type**

<b>1000 Certificated Salary</b>	<b>\$90,000 (12 month position)</b>
<b>2000 Classified Salary</b>	<b>\$ 0</b>
<b>3000 Employee Benefits</b>	<b>\$23,900</b>
<b>4000 Books and Supplies</b>	<b>\$10,000</b>
<b>5000 Services/Other</b>	<b>\$10,000</b>
<b>Total funded by CCCCCO</b>	<b>\$125,000</b>
<b>Total funded by CCA</b>	<b>\$ 8,900</b>

Exhibit B

Invoice Form and Instructions



# LEA/ROP LETTERHEAD/LOGO

## INVOICE

Date:

Invoice No.:

Name

Address:

City:

State:

Zip:

Attn:

---

**Bill To:** Rancho Santiago CCD (RSCCD)  
Attn: Sarah Santoyo  
2323 North Broadway, Ste. 201  
Santa Ana, CA 92706

---

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type:

☐ Advance Payment

☐ Progress Payment

☐ Final Payment

☐ Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

---

**LEA/ROP Accounting Office Contact:****LEA/ROP Program Contact:**

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

## Instructions for Invoice Template

All invoices must be submitted electronically to the Fiscal Agent in-box ([Gil\\_Maria@rscdd.edu](mailto:Gil_Maria@rscdd.edu)). The e-mail subject line must state "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #".

Example: Invoice Enclosed - LAUSD/SWP K12 Pathway Coordinator/DO-18-2559-21

If you are submitting a corrected invoice, please state it in the subject line "REVISED Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact the Fiscal Agent at [Gil\\_Maria@rscdd.edu](mailto:Gil_Maria@rscdd.edu).

**Letterhead/logo** - Insert letterhead or logo image.

**Date** – Enter the date the invoice was created.

**Invoice No.** – Enter an invoice number to be used for internal purposes by the community college district/college.

**Name** – Enter the LEA/ROP name. The name must match the name listed on the sub-agreement with the Fiscal Agent.

**Address** – Enter the LEA/ROP address which should match with the address listed on the sub-agreement with the Fiscal Agent.

**Grant Number** – N/A

**Fiscal Agent Sub-Agreement Number** – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

**Chancellor's Office Project Monitor** – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

**Payment Type** – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

**Description of Work and Dates Services Rendered** – Provide a description of the work performed and the dates of services rendered.

**Total Amount Due** – Enter the amount invoiced to CCCC.

**LEA/ROP Accounting Office Contact Information** – Identify an accounting office contact.

**LEA/ROP Program Contact Information** – Identify a program contact who can address questions about the work performed.

Exhibit C  
Guidance Memo from  
the Chancellor's Office  
(11-05-2019)



# California Community Colleges

## MEMORANDUM

November 5, 2019

19-023 | Via Email

TO: K-12 Local Education Agencies  
California Community College Regional Consortia

FROM: Sheneui Weber, Vice Chancellor  
Workforce and Economic Development Division

CC: Matthew Roberts, Ed.D., Dean of Field Operations  
Workforce and Economic Development Division

Michelle McIntosh, Education Administrator  
California Department of Education

CCCCO Staff  
Chief Executive Officers  
Chief Instructional Officers  
Chief Business Officers  
CTE Deans  
Statewide Directors  
Regional Directors, Employer Engagement  
Technical Assistance Providers  
ASCCC

RE: **Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work**

The California Community Colleges Chancellor's Office (CCCCO), in partnership with the California Department of Education (CDE), is pleased to announce annual funding to implement a regional technical assistance structure to assist teachers and industry partners in implementing high-quality CTE programs. Education Code 88833 appropriates \$12,000,000 in annual career technical education funding to support the establishment of Career Technical Education Key Talent field positions to support both the CTE Incentive Grant Program and the K-12 component of the Strong Workforce Program with the

### **Chancellor's Office, Workforce and Economic Development**

1102 Q Street, Sacramento, California 95811 | Sixth Floor | 916.445.8752  
[www.CaliforniaCommunityColleges.cccco.edu](http://www.CaliforniaCommunityColleges.cccco.edu)

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

positions of K14 Technical Assistance Providers and K12 Pathway Coordinators. Funding is inclusive of eight K14 Technical Assistance Providers (TAPs) (one per California Community College regional consortium) and 72 K12 Pathway Coordinators (K12 PCs) (one per California Community College district).

**ROLLOUT AND IMPLEMENTATION TIMELINE FOR 2019-20 K12 PATHWAY COORDINATORS:**

The proposed timeline for applications, selection, and onboarding and training of K12 Pathway Coordinators is as follows:

**Table 1. Implementation timeline for K12 Pathway Coordinators.**

DATE	ACTIVITY	RESPONSIBLE
November 1, 2019	Formal announcement of scope of work of K12 PCs available on line.	Chancellor's Office
November 2019	<p>Each Regional Consortia will manage a process to recruit and select hosts for each of the K12 Pathway Coordinators. Per agreement between CCCCCO and CDE, 11 LEAs that hosted CTEIG Technical Assistance Providers are preapproved to host K12 Pathway Coordinators and to transition the previous CTEIG TAPs into the K12 Pathway Coordinator positions. Note that host organizations are limited to those listed in <b>Education Code Section 88833(a)(2)</b>:</p> <p>(2) An individual associated with any of the following may apply to serve as a K-12 Workforce Pathway Coordinator, or any of the following may subcontract with an individual with expertise in K-12 education and workforce development to serve as a K-12 Workforce Pathway Coordinator:</p> <p>(A) School districts.</p> <p>(B) County offices of education.</p> <p>(C) Charter schools.</p> <p>(D) Regional occupational centers or programs operated by a joint powers authority or county office of education.</p>	Regional Consortia

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

DATE	ACTIVITY	RESPONSIBLE
December 2019 to January 2020	Regional Consortia facilitate selected LEA hosts to contract with Rancho Santiago CCD, the fiscal agent responsible for sub-granting to host LEAs.	Statewide Fiscal Agent
December 2019 to February 2020	Selected LEA hosts recruit and select K12 Pathway Coordinators according to guidelines provided in this document and by Regional Consortia as part of their process for selecting host LEAs. LEAs notify Regional Consortia, Statewide Fiscal Agent, CCCCCO, and CDE of their selections.	Host LEAs
February - March 2020	Onboarding and Orientation for K12 PCs via a 2-day in-person training. Elements of this training will include scope of work, regional structure, programming and other knowledge to perform duties to support the program, and discuss outcome measures.	CCCCCO, CDE, K14 TAP, and Regional Consortia
Spring 2020	Continued onboarding and orientation for new K12 PCs. And ongoing reporting and convening of K12 PCs network and professional development as appropriate.	CCCCCO, CDE, K14 TAP, and Regional Consortia

**REGIONAL DISTRIBUTION OF K12 PATHWAY COORDINATORS**

<b>72 Regional Distribution</b>	<b>Joint</b>	<b>CTEIG</b>
<b>Bay</b>	16	1
<b>Central/Mother Lode</b>	6	2
<b>Inland Empire/Desert</b>	8	1
<b>LA/Orange</b>	12	3
<b>North/Far North</b>	9	2
<b>San Diego/Imperial</b>	5	1
<b>South Central Coast</b>	5	1
<b>Grand Total</b>	<b>61</b>	<b>11</b>

The distribution of K12 Pathway Coordinators per legislation is 1 per community college district. The chart shows the regional distribution. To leverage past investments in technical support for CTEIG, selected LEAs will be pre-approved to transition CTEIG TAPs into the K12 Pathway Coordinator positions. The Regional Consortia will reach out to the

## **Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work**

November 5, 2019

pre-approved LEAs to confirm their willingness to transition the CTEIG TAPs into this new role.

### **KEY OBJECTIVES**

The K12 Pathway Coordinator seeks to improve the performance of the K14 CTE programs within her/his service area as measured by the CTEIG, K-12 SWP Metrics and guided by the K14 Pathway Quality Rubric. This is done through: providing direct support to, and helping to link and align the program development efforts funded by CTEIG, K-12 SWP and Community College Strong Workforce Program investments in the service area; through drawing attention to and engagement with labor market and program performance information and the region's workforce development plan; and through coordination with other regional key talent including the K-14 TAP, Regional Directors for Employer Engagement, the Centers of Excellence, Guided Pathway Regional Coordinators, and the Regional Consortium.

The following are the minimum required objectives for this job; others may be added to meet project objectives.

1. Act as a point of contact for and work with high school and community college CTE programs, Regional Directors for Employer Engagement, the Centers of Excellence and other workforce development stakeholders to effectively and efficiently engage employers and industry representatives with the intent of building and strengthening K14 pathways that respond to industry needs and facilitating industry connections with K-14 career technical education programs.
2. Provide technical assistance to inform the development and implementation of CTE curriculum. Support faculty collaboration to ensure sequential CTE courses align with regional post-secondary pathways.
3. Facilitate the use of data to identify existing pathways and gaps among K12 and community colleges and help make recommendations for furthering pathway development.
4. Inform and support the development and implementation of college and career exploration. Liaise with LEAs to ensure college and career exploration are embedded within CTE courses.
5. Support postsecondary transitions and completion. Encourage and facilitate the intersegmental work between LEAs and Community Colleges.
6. Provide technical assistance to inform the development of work-based learning opportunities.

### **REQUIRED ACTIVITIES**

The following are the minimum required activities; others may be added to meet project objectives.

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

1. Engagement with the regional consortia
  - a. Regular engagements with Regional Consortia Chair, K14 TAP, Regional Directors for Employer Engagement and other Technical Assistance Professionals associated with the work to ensure consistent reporting and accountability.
  - b. Participation in the region's annual process for developing and revising its regional plan.
2. Partnerships with local education agencies
  - a. Support connection with feeder K12 administrators, counselors, and teachers.
  - b. Work with LEAs to increase knowledge and use of labor market data supplied by the CCCCO Center of Excellence.
3. Data use
  - a. Facilitate the use of data to identify existing pathways and gaps among K12 feeder districts and help make recommendations for furthering pathway development.
  - b. Assist LEAs and community colleges with using Cal-PASS Plus to assess student's transitions from K12 to community college.
  - c. Identify and use indicators to self-assess.
  - d. Identify and use data to review K14 pathway development and implementation.
4. Dissemination of Model Pathways and Curriculum
  - a. Assist K12-community college network development by identifying, documenting, and disseminating examples of emerging, promising, and best practices for pathway development and pathway improvement initiatives.
  - b. Plan and implement training and professional development for local districts and schools.
5. College and career exploration
  - a. Participate in on/off-campus student outreach and recruitment activities related to K-14 career pathways, including pre-enrollment advising, application workshops, college presentations, campus tours, campus visit programs, outreach conferences, college fairs, and other support services.
6. Post-secondary transition and completion
  - a. Encourage high-quality implementation and expansion of early college credit.
  - b. Coordinate with local community college's Office of Outreach to support a comprehensive program of student outreach and recruitment services for prospective students from feeder K-12 school districts.
  - c. Coordinate with Student Services in advising and support services designed to facilitate course registration for concurrently enrolled high school students; collaborate with instructional divisions to develop and coordinate course offerings at area high schools.



**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

- d. Develop and direct programs to inform K-12 students, teachers, counselors, parents, and the public about pathway opportunities available at partnering community colleges.
7. Work-based learning
  - a. Engage local support from industry and local workforce development agencies for implementation of CTEIG and K12 Strong Workforce Program to promote relevance and value of education pathways for students' career preparation.
  - b. Coordinate industry and workforce development outreach efforts with the K14 Technical Assistance Providers, California Community College Regional Directors and State Department of Education Industry Sector Leads.
  - c. Support implementation of career exploration curriculum, such as CalCRN and *Get Focused, Stay Focused*.
8. Coordinate with Statewide, regional and local development and distribution of student outreach publications and marketing communications to prospective students, school district personnel, and community members.
9. Perform other duties as assigned.

**REQUIRED PERFORMANCE OUTCOMES**

**The K12 Pathway Coordinators are required to develop specific performance outcomes for 2020-21 and a workplan for achieving these in consultation with the CTE IG and K12 SWP grantees within their service area and under the guidance of the K-14 TAP. The workplan and outcomes are to be shared with the service area's CTE programs and the Regional Consortium.**

**K12 STRONG WORKFORCE METRICS**

**K12 SWP Metrics that measure K-12 student-level outcomes:**

- Completed 2+ CTE courses in high school in the same program of study.
- Completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning\*, or third-party certification\*.
- Graduated high school.
- Enrolled in a CA Community College within one year of leaving secondary school. (Source: CALPADS & CCCCO MIS)

*\*not currently in CALPADS*

**K12 SWP Metrics that measure postsecondary student-level outcomes:**

- Completed 9+ CTE units in first year of CA Community College.
- Attained a CA Community College certificate/degree or journey level status.

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

- Transferred to a four-year institution after exiting CA Community College.
- Entered registered apprenticeship after participation in high school preapprenticeship program (currently exploring)

*\*Source: CCCCCO MIS, CSUs, UCs, National Student Clearing House, DAS, CDE*

**K12 SWP Metrics that measure employment student-level outcomes:**

- Employed in a job closely related to field of study after exiting CA Community College (Source: CCCCCO CTEOS)
- Median annual earnings of students after exiting CA Community College\*
- Attained a living wage after exiting CA Community College\*

*\*Source: EDD data*

The following K14 Pathway Quality Rubric (Table 2) shows examples of baseline expectations for pathway development, effective practices for targeting of activities, and leading indicators that support the objectives, activities, and most importantly the outcomes listed in this scope of work. The leading indicators are intended to be captured in expenditure and progress reports to the CCCCCO and CDE.

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work**  
November 5, 2019

**Table 2. K14 Pathway Quality Rubric**

K14 Pathway Quality Rubric			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
2 sequential CTE courses aligned with 1 or more regional post-secondary pathways	2-3 or more sequential CTE courses aligned with multiple regional post-secondary pathways	Number of K14 pathways	# of students who completed 2+ CTE courses in high school in the same program of study.
K12 faculty collaboration	Collaboration within and across K12 and post-secondary faculty	Number of faculty pathway collaboration meetings and activities	# of students who completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning*, or third-party certification*.
	1 or more contextualized academic courses;		# of students who entered registered apprenticeship after participation in high school pre apprenticeship program.
	CTE courses qualified A-G for UC/CSU eligibility		# of students who attained a CA Community College certificate/degree or journey level status.
	Includes completion of a postsecondary credential		
	Extended-day and summer pathway programming		
College & Career Exploration			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
College & Career Exploration within or outside a CTE Course	Dedicated College and Career Exploration Curriculum framework taught as a standalone course or as units deployed across series of courses	Number of LEA's adopting common CCE curriculum or dedicated coursework	N/A
Articulated or Credit by Exam Courses			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
Articulated or Credit by Exam Courses that offer High School student's college credit.	Dual Enrollment/other early college completion for career education and/or senior capstone course(s)	Number of articulated or Credit by Exam pathway courses offered	% (rate) of students who graduated high school.
Participation in college visits, college fairs, or other college awareness activities	Development of long-term college and career plans linked to future college education planning		

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

Educational and career exploration planning prior to high school graduation	Matriculation support no later than 11 <sup>th</sup> grade (orientation, FAFSA, enrollment svcs, etc)	Number of Dual Enrollment pathway courses/other early college attainment	# of students who enrolled in a CA Community College within one year of leaving secondary school.
Support for HS counselors to incorporate career goals and CTE pathways into college counseling	Access to college counseling & other support (ed planning, remediation, acceleration, bridge prog's)	Students receiving matriculation support or access to college counselors	# of students who completed 9+ CTE units in first year of CA Community College.  # of students who transferred to a four-year institution after exiting CA Community College.

Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
Pathway offers WBL activities that support career awareness and exploration – industry speakers, industry site visits, participation in career fairs, etc	Pathway offers a full continuum of WBL activities for all pathway students such as career awareness, exploration, and preparation including job shadowing, industry interviews, employer mentors, unpaid and paid internships	Number of students participating in any WBL  Number of students participating in paid or unpaid internship	# of students who are employed in a job closely related to field of study after exiting CA Community College.  Median annual earnings of students after exiting CA Community College.  # of students who attained a living wage after exiting CA Community College.

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

**ADDITIONAL INFORMATION**

Additional information that may be useful to LEAs drafting the K12 Pathway Coordinator job description are provided below.

**The K12 Pathway Coordinator will have knowledge of:**

1. Career exploration and labor market information.
2. California K12 data collection systems and practices.
3. Personnel and budget management principles, procedures, and strategies.
4. Principles and methods of program planning, including program review and the development and evaluation of student learning, service area, or program learning outcomes.
5. Public relations, group presentations, and effective communication in a diverse environment.
6. Student advisement, public speaking, workshop development, and group facilitation principles and practices.
7. K12 and Community college Career Technical Education programs.
8. Principles and practices of project management.

**The K12 Pathway Coordinator will have the ability to:**

1. Conduct meetings, facilitate groups and workshops.
2. Develop and administer a comprehensive program work plan, budget, and outcomes.
3. Establish and maintain collaborative working relationships with industry, faculty, staff, students, and the public.
4. Be sensitive and committed to meeting the needs of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of the student/community population.
5. Use computer software for word processing, spreadsheets, databases, presentations, and information sharing and communication.
6. Communicate clearly, concisely, and effectively both orally and in writing with industry, students, staff, faculty, outside agencies, and the public.
7. Travel to off-campus functions and transport presentation materials and equipment.
8. Organize and conduct special events in conjunction with other college departments and programs.
9. Attend instructional and student services meetings, as well as local, regional or State Career Pathway and Dual Enrollment meetings, as needed.
10. Represent K12 Strong Workforce Pathways at relevant state and federal conferences and industry events.

**Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work** November 5, 2019

**Education and experience**

1. Bachelor's degree from an accredited college or university and three full years of full-time K-12 school district, county office of education, college, or university work experience in a lead position. Demonstrated sensitivity to and understanding of the diverse cultures of high school and community college students.

**Desired experience**

1. K-14 advising, career pathway and/or grant experience.
2. Experience working with special populations students.

If you have questions about K12 Strong Workforce Program, please contact Alejandro Sandoval at [asandoval@cccoco.edu](mailto:asandoval@cccoco.edu).

Exhibit D

Guidance on Sub-agreement for  
Year 1 K12 Workforce Pathways  
Coordinator and Important Updates  
Letter from RSCCD (04-01-2020)



*Building the future through quality education*

2323 North Broadway • Santa Ana, CA 92706 • 1640 • (714) 480-7300 • [www.rscsd.edu](http://www.rscsd.edu)

Santa Ana College • Santiago Canyon College

**DATE:** April 1, 2020  
**TO:** LEA Host Institution for the K12 Workforce Pathways Coordinator  
**FROM:** Sarah Santoyo, Fiscal Agent for the K14 TAPs/K12 Coordinators  
**Re:** Enclosed sub-agreement for Year 1 – K12 Workforce Pathways Coordinator and Important Updates

Dear K12 Workforce Pathways Coordinator Host:

This cover letter is to share important updates to the K12 Workforce Pathways Coordinator grants and to provide instructions for processing the enclosed Year 1 K12 Coordinator sub-agreement with your institution.

### **Important Updates**

#### **YEAR 1 – K12 Workforce Pathways Coordinator grants**

Due to the delay in starting the Year 1 grants and since extensions will not be approved, the Chancellor's Office has determined that the Year 1 awards will be adjusted from \$125,000 to \$100,000 to reflect the shorter timeline.

Year 1 performance period: 3/1/2020 – 12/31/2020.

#### **Action Item 1:**

The enclosed Year 1 sub-agreement reflects the original amount of \$125,000. To avoid delays in getting the funding to the host institution, we request that you submit the enclosed sub-agreement for your institution's approval process.

The host institution can submit invoices for the advanced payment based on this original sub-agreement. It will not need to wait until the amendment is processed in order to request the advance payment.

#### **Action Item 2:**

The fiscal agent will create amendments to the Year 1 sub-agreements to reduce the total cost from \$125,000 to \$100,000. We plan to have those amendments for our board meeting in April, but we will have them processed no later than May 2020.

The host institution will receive the amendment (1-2 pages) that will indicate the change in the total cost, obtain approval signatures, and return it to the fiscal agent to adjust the purchase order accordingly.

#### **BOARD OF TRUSTEES:**

Claudia C. Alvarez • Antonia P. Benitez • John R. Hama • Zeke Hernandez • Lawrence R. "Larry" Labrado • Nelida Mendoza Yanez • Phillip E. Yarbrough

#### **CHANCELLOR:**

Maurin Martinez



#### YEAR 2 – K12 Workforce Pathways Coordinator grants

Year 2 grant awards for \$125,000, with a performance period of 7/1/20 – 12/31/21, will be developed and presented to the fiscal agent's board by May 2020.

Ideally, we would like to send the host institutions the Year 1 amendment and the Year 2 sub-agreement at the same time. We understand that it will help hosts with hiring processes if they have received grant agreements for Year 1 at \$100,000 and Year 2 at \$125,000 as soon as possible.

We will strive to have Year 2 sub-agreements approved in April 2020, but may be constrained due to approval processes that are delayed due to the COVID-19 impact. If not in April, Year 2 – K12 Coordinator sub-agreements will be processed before the start of the new fiscal year.

#### Instructions to host institutions for processing the enclosed Year 1 sub-agreement

##### *Contract documents checklist:*

- Copy of the sub-agreement for countersignature by host institution
- Exhibit A – Host college application (scope of work)
- Exhibit B – Invoice Form and Instructions
- Exhibit C – Guidance Memorandum from the Chancellor's Office
- Exhibit D – Articles I and II Legal Terms and Conditions

##### *To execute this sub-agreement in order to distribute the funds, please do the following:*

- 1) Enter/review the information for the primary contact and fiscal contact (page 5).
- 2) Enter the host institution's EIN (page 6).
- 3) Print and submit the sub-agreement for authorized signature of approval by your host institution.
- 4) By May 8, 2020, scan and return a copy of the fully executed sub-agreement to Sarah Santoyo, Santoyo\_Sarah@rsccd.edu, and cc Maria Gil, Gil\_Maria@rsccd.edu. The fiscal agent does not require an original signed copy.
- 5) By May 29, 2020, submit an invoice for the 70% advance payment. Please work with your fiscal/accounting office to generate an invoice for an advance payment of \$87,500. Instructions for completing the invoice template are listed in exhibit B.

For questions pertaining to sub-agreement and invoice processing, please contact Maria Gil at (714) 480-7464, Gil\_Maria@rsccd.edu.

For all other questions pertaining to this notice, please contact me using the information provided below.

Respectfully,



Fiscal Agent – K14 TAPs/K12 Coordinators

(714) 480-7466, Santoyo\_Sarah@rsccd.edu

cc: Sandra Sanchez, Alejandro Sandoval, Lyla Eddington, Regional Consortia, K14 TAPs

Exhibit E

Chancellor's Office, California Community Colleges

**GRANT AGREEMENT**

**ARTICLE I**

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers  
Program-Specific Legal Terms and Conditions  
September 2018**

**ARTICLE II**

**Standard Legal Terms and Conditions**  
(Revision 5/15/14)

Chancellor's Office, California Community Colleges

**GRANT AGREEMENT**

**ARTICLE I**

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers  
Program-Specific Legal Terms and Conditions  
September 2018**

**1. Cost and Payments**

In consideration of satisfactory performance of the services described in the Grantee's application, the Chancellor's Office, California Community Colleges (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget. All payments must be requested via invoice and emailed to [accountspayable@cccco.edu](mailto:accountspayable@cccco.edu). Payment shall be made as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.
- Grantee may request progress payment(s) at the time that progress/quarterly reports are submitted pursuant to section 4 of this Article. Payment(s) will be made, upon receipt of an invoice, after review and approval of the progress/quarterly reports by the Chancellor's Office.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by February 28. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

**2. Budget Changes**

- Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.
- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant

## *Article I-Standard Legal Terms and Conditions*

Agreement is materially affected. The request for such changes should include a letter of justification; three copies of a revised "Application Budget Summary," all of which have been signed by the Chief Business Officer or his/her designee, in an ink color other than black, and a revised "Application Budget Detail Sheet." The project monitor shall send grantee an amended face sheet if the total dollar amount of the Grant Agreement is changed. The amended face sheet must be signed by both parties prior to processing.

- The Budget Amendment request should be mailed to the Project Monitor for approval. Grantee will be notified if the request is approved or if additional information is required. In any event, the Grantee shall implement changes only upon written notification by the Project Monitor. Additionally, the next Progress Report must show the new budget changes.

Budget changes or amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no budget change or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any budget change or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

### **3. Amendments for Time Extension or Augmentations**

Amendment requests for time extensions and/or augmentations must be received by the project monitor three months prior to the end date of the grant term. If the amendment request is approved, an amended face sheet will be sent to the grantee that must be signed by both parties.

### **4. Reporting**

The following reports shall be submitted by the due dates indicated for the duration of the grant term. Extensions of reporting deadlines may be made with the approval of the Project Monitor.

- 1<sup>st</sup> Quarter – October 31
- 2<sup>nd</sup> Quarter – January 31
- 3<sup>rd</sup> Quarter – April 30
- 4<sup>th</sup> Quarter – July 31
- Final Report – February 28

**NOTE:** If the above reporting dates fall on a weekend or a holiday the report shall be due by close of business on the last working day **prior to the reporting deadline.**

## **ARTICLE II**

### **Standard Legal Terms and Conditions**

(Revision 5/15/14)

#### **1. Work to be Performed**

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

#### **2. Amendments**

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond the year of

## *Article II-Standard Legal Terms and Conditions*

appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

### **3. Unenforceable Provision**

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement remain in full force and effect and shall not be affected thereby.

### **4. Dispute**

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

### **5. Notice**

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at California Community Colleges, Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

### **6. Interpretation**

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

### **7. Project Director and Key Personnel**

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.

**8. Project Monitor**

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

**9. Budget Concerns**

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

**10. Assignment**

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

**11. Subcontracts or Subgrants**

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).



*Article II-Standard Legal Terms and Conditions*

- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
  - 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
  - 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
  - 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

**12. Audit**

## *Article II-Standard Legal Terms and Conditions*

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract or subgrant related to performance of this Grant Agreement.

### **13. Products and Deliverables**

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

### **14. Travel**

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be limited to

## *Article II-Standard Legal Terms and Conditions*

those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

### **15. Standards of Conduct**

Grantee hereby assures that, in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
  1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The

*Article II-Standard Legal Terms and Conditions*

term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

**16. Statewide or Regional Projects**

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided

## *Article II-Standard Legal Terms and Conditions*

to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.

- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.
- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

### **17. Time Is of the Essence**

Time is of the essence in this Grant Agreement.

### **18. Intellectual Property**

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

## *Article II-Standard Legal Terms and Conditions*

references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.

- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

### **19. Real Property and Equipment**

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

## *Article II-Standard Legal Terms and Conditions*

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
  1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
  2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
  3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

### **20. Surveys**

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

## *Article II-Standard Legal Terms and Conditions*

- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will authorize Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.," followed by the year created; and the words "California Community Colleges, Chancellor's Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and



**21. Work by Chancellor's Office Personnel**

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

**22. Termination**

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of

## *Article II-Standard Legal Terms and Conditions*

Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

### **23. Waiver**

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

### **24. Workers' Compensation Insurance**

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

### **25. Law Governing**

It is understood and agreed that this Grant Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Grant Agreement shall be in Sacramento County, Sacramento, California.

### **26. Participation in Grant-Funded Activities**

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or

## *Article II-Standard Legal Terms and Conditions*

otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

### **27. Curriculum Development**

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to

## *Article II-Standard Legal Terms and Conditions*

constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

### **28. Eligibility for Noncitizens**

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

### **29. Nondiscrimination Clause**

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

*Article II-Standard Legal Terms and Conditions*

- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

**30. Accessibility for Persons with Disabilities**

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

*Article II-Standard Legal Terms and Conditions*

- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

**31. Drug-Free Workplace Certification**

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The organization's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
  - 1. Receive a copy of the Grantee's drug-free policy statement; and,
  - 2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

**32. Captions**

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

**33. Indemnification**

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
  1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
  2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
  3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

**34. Independent Status of Grantee**

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

**35. Grant Agreement is Complete**

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

**36. Union Organizing**

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

**37. Debarment, Suspension, and Other Responsibility Matters**

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and



*Article II-Standard Legal Terms and Conditions*

4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

## CLINICAL TRAINING AFFILIATION AGREEMENT

### (Without School Instructor on Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of June 11, 2020 or the execution of the Agreement by both parties (the "Effective Date") by and between Mission Hospital ("Hospital") and College and Career Advantage ("School").

### RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of Surgical Tech. School desires to have students of the School enrolled in the Program(s) participate in training at Hospital. Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by applicable state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

1.4 Discipline. School shall be responsible for counseling and disciplining of students in

the Program.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall ensure that each student obtains background check prior to training at Hospital. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace. School shall notify Hospital of convictions and/or sanctions in the records of any student assigned for training at Hospital. Hospital reserves the right to deny such students access for training.

1.7 Health Clearance. School shall ensure that each Student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) proof of TB skin test (Mantoux) within previous 12 months, repeated annually, if known skin test positive: baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive, (c) proof of immunization or immune titers to Rubella, Rubella and Varicella, (d) proof of Tetanus, Diphtheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccination, and (f) proof of annual Influenza vaccination or declination statement. School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training prior to a student's first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures, as made available to School and/or student. School shall require each student to comply with all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 Confidentiality. School shall instruct students regarding confidentiality of patient information, including compliance with and legal obligations pursuant to the Health Insurance Portability and Accountability Act of 1996, and the implementation of regulations thereunder. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall require that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall inform students that they may not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.10 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to

maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.11 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

## **2. RESPONSIBILITIES OF HOSPITAL**

2.1 Access. Hospital shall permit nonexclusive access to its' facilities to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Joint Commission.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall inform students that they must conduct their activities hereunder at Hospital in accordance with applicable law and regulation, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, and Hospital values. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for instructional materials for use in the Program(s), subject to reasonable availability.

2.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the

matter with School.

2.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its' capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for staff necessary for reasonable staffing coverage.

2.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

### **3. RELATIONSHIP OF THE PARTIES**

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

3.2 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, officers, volunteers or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, officers, volunteers, or subcontractors.

3.3 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.4 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither

School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of its employees or students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School employees or students are determined to be employees of Hospital.

3.5 Role of Students. It is not the intention of School or Hospital that any student occupies the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.6 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.7 Records. It is understood and agreed that all Hospital records, other than student evaluation records and information, shall remain the property of Hospital.

#### **4. GENERAL PROVISIONS**

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School shall inform students that Hospital requires that they abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School shall inform students that they must promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Further, it is represented and warranted by School that all students participating under this Agreement at Hospital shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this School shall be promptly reported through the hotline (above). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall unlawfully discriminate against any student on the basis of age, gender, religion, race, color, national origin, ancestry, citizenship, veteran status, marital status, sexual orientation, medical condition, or disability. The parties will fully comply with any and all applicable local, state, and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital:                      Mission Hospital  
Professional Education Department  
27700 Medical Center Road  
Mission Viejo, CA 92691

If to School:                         Scott Jones, CST  
College and Career Advantage  
31522 El Camino Real  
San Juan Capistrano, CA 92675

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

***Signature page to follow.***

**"HOSPITAL"**

Signature \_\_\_\_\_  
By Eileen Haubl  
Its Chief Financial Officer  
Date \_\_\_\_\_

**"SCHOOL"**

Signature Patricia Romo  
By Patricia Romo  
Its Executive Director  
Date June 16, 2020