



COLLEGE AND CAREER ADVANTAGE San Juan Capistrano, CA 92675

SPECIAL GOVERNING BOARD MEETING

July 29, 2020

Closed Session 10:00 a.m.

Open Session Immediately Following Closed Session

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. Information for joining the Board meeting via Zoom can be found on the College and Career Advantage home page at www.ccadvantage.org

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.

RECORDING OF SCHOOL BOARD MEETINGS

In accordance with Board Policy 9324 Board Minutes, all regular School Board Meetings will be audio recorded.

AGENDA

CLOSED SESSION AT 10:00 A.M.

1. CALL TO ORDER

ROLL CALL

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

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION

A. PUBLIC HEALTH EMERGENCY

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

B. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT

Presented by Patricia Romo
College and Career Guidance Coordinator
(Pursuant to Government Code § 54957)

OPEN SESSION FOLLOWING CLOSED SESSION

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF AGENDA

Motion _____ Second _____ Vote _____

ACTION/VOTE

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](#).

DISCUSSION/ACTION ITEMS

9. K-12 STRONG WORKFORCE PROGRAM GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND COLLEGE AND CAREER ADVANTAGE

Pages 1-6
ACTION/VOTE

Board to ratify/approve K-12 Strong Workforce Program Grant Sub-Agreement between Rancho Santiago Community College District and College and Career Advantage. The period of performance for this Agreement shall be from March 1, 2020, through December 31, 2020. The sub-agreement awards College and Career Advantage \$487,374 for use in health and medical technology, student transitions and employment success (supporting information).

Motion_____ Second_____ Vote_____

10. APPROVE JOB DESCRIPTION FOR COLLEGE AND CAREER GUIDANCE COORDINATOR

Pages 7-9
ACTION/VOTE

Board to review and consider approval of job description for College and Career Guidance Coordinator. This will be a classified management position (supporting information).

Contact: Patricia Romo, Executive Director

Motion_____ Second_____ Vote_____

11. MEMORANDUM OF UNDERSTANDING BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND COLLEGE AND CAREER ADVANTAGE FOR THE POSITION OF COLLEGE AND CAREER GUIDANCE COORDINATOR

Page 10
ACTION/VOTE

Board to review and consider approval of the Memorandum of Understanding between Capistrano Unified School District and College and Career Advantage for the position of College and Career Guidance Coordinator (supporting information).

Contact: Patricia Romo, Executive Director

Motion_____ Second_____ Vote_____

**12. USE OF COLLEGE AND CAREER ADVANTAGE BUILDINGS BY
CAPISTRANO UNIFIED SCHOOL DISTRICT**

Pages 11-16
DISCUSSION

Board to discuss the use of College and Career Advantage buildings by Capistrano Unified School District. Board to receive and review legal opinion regarding options for buildings owned by College and Career Advantage.

Contact: Patricia Romo, Executive Director

13. REOPENING SCHOOL IN FALL 2020

DISCUSSION

Staff will present a recommendation to the Governing Board for a plan to reopen school in Fall of the 2020-21 school year.

Contact: Patricia Romo, Executive Director

14. ADJOURNMENT

ACTION/VOTE

Motion_____ Second_____ Vote_____

**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 23rd day of March, 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 March 1, 2020, through December 31, 2020.

3. **Total Cost**

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

Agreement No. DO-18-2559-62

SWP K12 Pathway Coordinators

Page 1 of 7

ACTION/VOTE

**Agenda Item 9
July 29, 2020**

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 (Sanoyo_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
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
Address: 31522 El Camino Real
City, State Zip: San Juan Capistrano, CA 92675
Phone No.: (949) 234-9476
E-mail: pjromo@capousd.org

Fiscal Contact:

Name: Same as above
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 D* - 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.

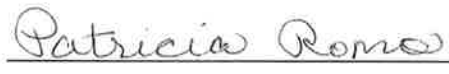
IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: 
Name: Peter J. Hardash
Vice Chancellor
Title: Business Operations/Fiscal Services
Date: Mar 26, 2020

Board Approval Date: March 23, 2020

SUBCONTRACTOR: *College and Career
Advantage Regional Occupational Program*

By: 
Name: PATRICIA ROMO
Title: EXECUTIVE DIRECTOR
Date: APRIL 3, 2020

95-2661408
Employer/Taxpayer Identification Number (EIN)



College and Career Advantage

Job Description

College and Career Guidance Coordinator

BASIC FUNCTION:

Under the direction of the Executive Director, serves as a liaison to school counselors and academic advisors, assists with student guidance and guidance plan development, coordinates events, attends meetings and participates in management decisions; promotes CCA/CTE courses and events, assists with student conflict resolutions; and performs additional related duties as required.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

- Meet regularly with the K12 Pathway Coordinator, high school academic advisors, and counselors to assist with CTE pathway planning and information sharing.
- Assist with student enrollment and registration issues, attendance and data related issues, and works to answer questions related to students.
- Provide strategic counseling and coaching services to students, teachers, parents, advisors and counselors integrating pre-college guidance and career planning into our school guidance program so students reach their full educational potential; Offer resources and support specific to analyzing a variety of college and career information.
- Promote CTE courses and programs, events, opportunities, to maintain consistent branding, marketing and communications etc. within the communities served through a multitude of platforms and social media.
- Deliver informational presentations as requested; orient students to college and career resources and services available
- Prepare and present a variety of reports, records, and statistical data regarding educational school activities, grants, performance and attendance.
- Assist in developing public guidance information materials such as brochures, schedules, flyers, public exhibits and displays; counsel students in locating and using college/career information as needed for research, assignments and post-high school planning.
- Develop effective relationships with campus counselors to provide effective guidance services for students and maximize the success of the instructional programs on the campuses.
- Assist in scheduling, conducting and evaluating annual industry advisory committee meetings.
- Plan and hold various events in person and virtual that promote CCA and the JPA Districts throughout the communities served; Contact, schedule and arrange guest speakers if needed.
- Create curriculum, scripts, and materials for events and programs when necessary.
- Plan and coordinate key promotional events related to College and Career planning including the branding, marketing, and communications. Organize activities and functions for student and parent engagement of the Futureology College and Career Counseling Program. This includes but not limited to College Fairs, Parent Education programs, Career Exploration and Skills programs, Senior Support, First Generation, and Roadmap to College and Career Readiness Days.
- Participate in professional activities, conferences, and research to remain current in the area of career technical education.
- Serve as a leader in establishing committees and organizations that promote opportunities for College and Career Advantage and students.
- Work collaboratively with staff and set an example of professional behavior and leadership.
- Assist in gathering required data for grants, CDE, and other agencies as requested.
- Promote positive school, parent and community relationships

OTHER DUTIES:

- Perform related duties as assigned.

QUALIFICATIONS FOR THE POSITION:

- Bachelor's degree in education, business administration or related field.
- Three (3) years of administrative and/or management experience in CTE.
- Minimum of (5) five years career technical education teaching experience including curriculum development.
- A combination of experience and education that may provide the required knowledge and abilities to qualify, as deemed appropriate by the CCA.

KNOWLEDGE AND ABILITIES:**KNOWLEDGE OF:**

- Instructional methodologies, strategies and curriculum standards.
- Current research and trends in curriculum.
- Effective teacher development programs and strategies.
- Development of Career Pathways.
- Principles and practices of administration, supervision and training.
- Applicable laws, codes, regulations, policies and procedures.
- Record keeping and report preparation techniques.
- Operation of a computer and assigned software.

ABILITY TO:

- Communicate effectively both orally and in writing.
- Work independently with little direction.
- Speak publicly.
- Establish and maintain professional, cooperative and effective working relationships with others.
- Analyze situations accurately and recommend an effective course of action.
- Operate a computer and assigned software.
- Maintain records and prepare comprehensive narrative and statistical reports.
- Plan and organize work.
- Meet schedules and time lines.

LICENSES AND OTHER REQUIREMENTS:

- Valid California Class C driver's license.
- Preferably a CTE Teaching Credential or Designated Subjects Teaching Credential
- Preferably hold (or actively pursuing) a Designated Subjects Supervision and Coordination Credential and/or Administrative Services Credential.

WORKING CONDITIONS:

- Office environment.
- Driving a vehicle to conduct work.

PHYSICAL DEMANDS:

- Dexterity of hands and fingers to operate a computer keyboard.
- Seeing to read a variety of materials.
- Hearing and speaking to exchange information.
- Sitting for extended periods of time.
- Occasionally required physical exertion to manually move, lift, carry, pull, or push heavy objects or materials.

- Occasionally stooping, bending, and reaching.

EXPECTATIONS:

College and Career Advantage places a high value on employees that are enthusiastic, cooperative, have good work ethics, and who have a customer services oriented attitude. Employees are expected to understand and support the CCA's mission statement, strategic directions, policies and goals.

SALARY:

The position of College and Career Guidance Coordinator is placed on the Classified Salary Schedule, Salary Range 17. Also offered is a fringe benefit package.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COLLEGE AND CAREER ADVANTAGE
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT**

1. **Parties:** This is a Memorandum of Understanding ("MOU") between College and Career Advantage ("CCA"), on the one hand, and Capistrano Unified School District ("CUSD"), on the other hand. CCA and CUSD are referred to in this MOU collectively as the "Parties."
2. **College and Career Guidance Coordinator:** The Parties understand that Anthony Russomanno is jointly employed by CCA (70%) and CUSD as a College and Career Guidance Coordinator (CCGC) and will be placed on Step 17B of the CCA Classified Management Salary Schedule (\$89,801). In addition to placement on the Classified Management Salary Schedule, the CCGC will receive an annual stipend of \$31,000. Accordingly, CUSD understands that it is to reimburse CCA for approximately \$31,000 of the CCGC salary using K12 Strong Workforce Grant funds. CCA will invoice CUSD for these costs on an annual basis. The CCGC will provide services as defined in the job description for CCA in the area of career guidance for students and serve as a liaison to the JPA Partner District's guidance departments. In addition, the CCGC will serve as the lead of the Futureology department of CUSD by providing student counseling events and counseling related services. Please see attached job description for further information.
3. **Term:** This MOU is effective upon the approval of both Parties, and shall remain in effect until terminated by mutual consent of the Parties.

Date: _____, 2020

COLLEGE AND CAREER ADVANTAGE

By: _____

Jan Vickers
President, Governing Board

Date: _____, 2020

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Jim Reardon
President, Governing Board

ACTION/VOTE

**Agenda Item 11
July 29, 2020**

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

July 20, 2020

TELEPHONE: (949) 474-5040

TELECOPIER: (949) 474-8540

m.chidester@californiaschoollaw.net

*A PROFESSIONAL CORPORATION

REF. OUR FILE

CCA-45

CONFIDENTIAL
ATTORNEY-CLIENT
PRIVILEGE

VIA ELECTRONIC MAIL

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

Attention: Governing Board Members

Patricia Romo
Executive Director, Career Technical Education

Re: CCA's Options for Buildings Owned by College & Career Advantage

Dear Ms. Romo:

You have requested the opinion of our office concerning the recommended method for disposal of buildings owned by College & Career Advantage ("CCA") to the Capistrano Unified School District ("CUSD" or "District"). CCA's buildings are located on CUSD real property.

BACKGROUND FACTS

CUSD recently notified the CCA that the District needs CCA's buildings located at the former CCA site in San Juan Capistrano for another use – a charter school.

The June 29, 2020 College & Career Advantage Governing Board Meeting agenda at Item 28 contained an agenda item stating:

*"Donation of College & Career Advantage Buildings to
Capistrano Unified School District."*

The Board Agenda Memorandum for Item 28 stated:

Agenda Item 12
July 29, 2020

DISCUSSION

Ms. Romo
July 20, 2020
Page 2

“BACKGROUND INFORMATION

CCA has offered classes on the Career Campus located at 31522 El Camino Real since 1970. To accommodate classes and students, several buildings and classrooms have been built or purchased over the course of 50 years.

CURRENT SITUATION

CCA will be vacating the Career Campus located at 31522 El Camino Real beginning July 1, 2020. CCA classes offered on the Career Campus will be relocated to Capistrano Valley High School; CCA classes will no longer be offered at the El Camino Real site. CCA would like to donate the buildings located on the El Camino Real site as well as two portable classrooms located on the San Clemente High School site to Capistrano Unified School District.

RECOMMENDATION

It is respectfully requested the Governing Board review and consider approval of the CCA building donations to Capistrano Unified School District.”

LEGAL ANALYSIS

Upon review and discussion of Agenda Item 28 concerning the donation of CCA’s buildings, CCA Governing Board members requested that the Executive Director obtain legal recommendations to four questions:

1. Is there a requirement that each individual JPA district’s Board approve the donation?
2. If there are proceeds from the donation/sale of the buildings, would they be distributed to the JPA districts?
3. What is the appropriate legal process to donate the buildings?
4. May CCA donate the buildings to CUSD?

When CCA Executive Director Ms. Romo consulted our office, we provided the following preliminary answers to the Board’s four questions:

1. There is no requirement for each individual JPA district’s Board to approve the donation. CCA’s Joint Powers Agency Agreement states the CCA may purchase, sell, or donate any assets with only the approval of the CCA Board.
2. No. Proceeds from the donation or sale of CCA’s buildings belong to CCA.

Ms. Romo
July 20, 2020
Page 3

CCA is a separate LEA that owns its own assets. Assets may only be distributed upon the dissolution of the JPA.

Please note there would be no proceeds from a donation of CCA's buildings. A donation is defined as a gift without compensation.

3. The appropriate legal process to donate CCA's buildings which are considered public property depends on whether the CCA Board wishes to sell or lease CCA's buildings, or, in the alternative, to donate them to the CUSD.

Sale or Lease

If the CCA's buildings are considered to be personal property, Education Code section 17542 states:

"The governing board of any school district may sell or lease used personal property belonging to the district to the federal government or its agencies, to the state, to any county, city and county, city or special district, or to any other school district, and the governing board of another school district may purchase or lease the property. The selling price and the terms of sale, or the lease price and the terms of lease shall be fixed by the governing boards of the school districts effecting the sale or lease, and approved by the county superintendent of schools. The sale or lease may be made without advertisement for or receipt of bids, or compliance with any other provisions of this code."

Therefore, CCA may choose to sell or lease its buildings to the CUSD without competitive bidding or compliance with other Education Code provisions.

Other Options for CCA

Another option would be to "exchange" the CCA's buildings pursuant to Education Code section 17536 which states:

"The governing board of a school district may exchange any of its real property for real property of another person or private business firm. Any exchange shall be upon such terms and conditions as the parties thereto may agree and may be entered into without complying with any provisions in this code except as provided in this article."

For example, the CCA could propose an exchange of its buildings for the CCA's use of the CUSD's buildings at Capistrano Valley High School.

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Another option if the CCA Board does not wish to donate CCA's buildings to CUSD without compensation, is for the CCA to retain ownership of the CCA's buildings.

Having retained ownership, the CCA could then choose to enter into a license agreement for CUSD's use of CCA's buildings. A license is a written grant of permission to another entity to use the CCA's property for a defined use. In many aspects, a license is similar to a lease. The advantage of a license is that the CCA's grant of a license does not require the time-consuming and expensive procedures required by the Education Code for a sale or lease.

Licenses are often in conjunction with a Facility Use Agreement which sets out in writing the terms of the other party's use of the CCA's buildings such as insurance, indemnification, the term of the license, and any charges payable by the CUSD for the use of the CCA's buildings.

4. CCA may donate the buildings to CUSD.

In Ms. Romo's July 9, 2020 email exchange with Capistrano Unified School District Deputy Superintendent, Business and Support Services, Clark Hampton, Mr. Hampton wrote, *"Two public agencies may have a different rule versus a donation to a private entity."*

Ms. Romo referred to the *"donation of the CCA buildings located at the old ROP site"* in her email to Mr. Hampton.

Webster's New College Dictionary defines *"donation"* as *"[t]he act of giving something to a charity or cause"* and *"[a]n offering or gift."*

Webster's defines *"gift"* as *"[s]omething bestowed voluntarily and without compensation."*

Education Code section 41032(a) provides:

"The governing board of any school district may accept on behalf of, and in the name of, the district, gifts, donations, bequests, and devises that are made to the district or to or for the benefit of any school or college administered by the district. The gifts, donations, bequests, and devises may be made subject to conditions or restrictions that the governing board may prescribe."

Accordingly, Capistrano Unified School District Board Policy 3290(a) states:

"The Board of Trustees may accept any gift, grant, or bequest of money, property, or service to the District from any individual, private agency or organization, or other public agency that desires

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to support the District's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of District students or its ability or commitment to provide equitable educational opportunities."

Mr. Hampton's comment that "[t]wo public agencies may have a different rule versus a donation to a private entity" is likely a reference to California Education Code section 17546 which states:

"(a) If the governing board, by a unanimous vote of those members present, finds that the property, whether one or more items, does not exceed in value the sum of two thousand five hundred dollars (\$2,500), it may be sold at private sale without advertising, by any employee of the district empowered for that purpose by the board.

(b) Any item or items of property having previously been offered for sale pursuant to Section 17545, but for which no qualified bid was received, may be sold at private sale without advertising by any employee of the district empowered for that purpose by the board.

(c) If the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board."

Therefore, if the CCA Board, by unanimous vote of the members present, finds that the CCA's buildings are of insufficient value to defray the costs of arranging a sale, the buildings may be donated to a charitable organization supporting the Capistrano Unified School District.

CONCLUSION AND RECOMMENDATION

You have informed our office that the CCA's buildings are situated on CUSD land and the CCA has never paid rent or ground lease. CUSD has maintained CCA's buildings for the last five years. We understand that the CCA's buildings date from the 1970s, are generally in poor repair but retain some value to the CUSD for charter school use.

Considering the age and condition of CCA's buildings and the fact that CCA no longer has any use for the buildings, CCA could choose to contact CUSD representatives to explore how the CUSD would like to arrange an exchange of CCA's buildings without charge.

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MARGARET A. CHIDESTER & ASSOCIATES

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If the CCA Board wishes to retain ownership of CCA's buildings, we recommend CCA contact CUSD representatives concerning CCA granting a license for CUSD's use of CCA's buildings and to discuss creating an appropriate Facilities Use Agreement.

Please contact our office if you have any questions or concerns.

Very truly yours,



Steven R. Chidester

SRC:tg