

**AB 288 ADDENDUM TO THE COLLEGE AND CAREER  
ACCESS PATHWAYS PARTNERSHIP AGREEMENT  
BETWEEN**

**OXNARD UNION HIGH SCHOOL DISTRICT  
THROUGH  
*Pacifica High School, Frontier High School and Oxnard High School***

**AND**

**THE VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
THROUGH  
*Oxnard College***

- 1. BACKGROUND** OXNARD UNION HIGH SCHOOL DISTRICT ("OUHSD") and the VENTURA COUNTY COMMUNITY COLLEGE DISTRICT ("VCCCD") entered into a "College and Career Access Pathways Partnership Agreement" (the "Agreement") on July 1, 2018 in order to meet the goals specified in Assembly Bill 288. The Agreement, as approved by OUHSD's Board of Education and VCCCD's Board of Trustees, sets forth parameters within which a specific OUHSD high school (the "School") and a specific VCCCD constituent college (the "College") (Moorpark College, Oxnard College, Ventura College) may enter into an addendum that allows for additional terms and conditions that define how the Agreement will be implemented between the School and the College. This Addendum Is authorized pursuant to Section 1.8 of the Agreement and is entered into by the School and the College listed below.

**2. PARTIES TO THE ADDENDUM**

**OUHSD:** Penelope DeLeon, Superintendent

Address: 201 S. K Street  
Oxnard, CA 93030

Point of Contact: **Pacifica High School:** Cameron Salehi, Associate Principal

Address: 600 E. Gonzales Road  
Oxnard, CA 93036

Telephone: (805) 278-1346  
Email: Cameron.salehi@ouhsd.k12.ca.us

Point of Contact: **Oxnard High School:** Oscar Verdin, Associate Principal

Address: 3400 W. Gonzales Road  
Oxnard, CA 93036

Telephone: (805) 278-2903  
Email: Oscar.verdin@ouhsd.k12.ca.us

Point of Contact: **Frontier High School:** Scott McNutt, Associate Principal

Address: 545 Airport Way  
Camarillo, Ca 93010

Telephone: (805) 389-6451  
Email: scott.mcnutt@ouhsd.k12.ca.us

**Oxnard College:** Cynthia Azari, President  
Address: 4000 South Rose Avenue  
Oxnard, Ca 93036

**Point of contact:** Oscar Cobian, Vice President, Student Development

Address: 4000 South Rose Avenue  
Oxnard, CA 93036  
Phone: (805) 678-5937  
Email: ocobian@vcccd.edu

**Point of contact:** Rojelio Vasquez, Vice President, Academic Affairs

Address: 4000 South Rose Avenue  
Oxnard, CA 93036  
Phone: (805) 678-5293  
Email: rvasquez@vcccd.edu

### 3. THIS ADDENDUM'S RELATIONSHIP TO THE AGREEMENT

Each party certifies that it has read and understands the Agreement and that this Addendum may not amend any of the terms and conditions in the Agreement except as set forth below. In particular, the parties may not enter into any terms and condition that result in OUHSD losing any Average Daily Attendance funding.

### 4. TERMS SPECIFIC TO THIS ADDENDUM

Pursuant to Section 2 of the Agreement, the parties will:

4.1 Describe the courses to be offered and the days/times/location: (*Must meet minimum instructional minute requirement*). The courses offered are for the purposes of:

- 1) Preparing students for transfer;
  - 2) Improving high school graduation rates;
  - 3) Helping high school pupils achieve college and career readiness; or
  - 4) Offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college.
- The approved courses are listed in Appendix A to the Agreement:

- English COMM R101– Introduction to Oral Communication
  - Days: MTWRF
  - Times: 8am to 3pm in class
  - Location: PHS, OHS
- Chicano Studies CHST R101- Introduction to Chicana/o Studies
  - Days: MTWRF
  - Times: 8am to 3pm in class
  - Location: PHS, OHS
- Personal Growth PG R100B- Student Success: Strategies for Academic Success
  - Days: MTWRF
  - Times: 8am to 3pm in class
  - Location: Frontier
- Personal Growth PG R101- Career Development and Life Planning
  - Days: MTWRF
  - Times: 8am to 3pm in class
  - Location: Frontier

4.2 Describe the criteria for assessing pupils' ability to benefit:

- Persistence/Retention Rate
- College Class(es) Success Rate
- Completion of 10 or more VCCCD college units
- College Readiness (i.e. improved AP, SAT, or ACT scores)
- California School Dashboard
  - Chronic Illness Data
  - Suspension Rate data
  - English Learner Progress Data
  - HS Graduation Rate
  - College/Career Indicator Data

4.3 Identify the party responsible for obtaining parental consent:

- High School Liaison Counselor

4.4 Describe the facilities to be used:

- Classroom(s) will be provided by the Oxnard Union High School District at its facilities without charge to college or students.

4.5 Identify the source of funding to be used for textbooks and instructional materials:

- Books will be covered by OUHSD for CCAP dual enrollment class(es).

4.6 List what efforts, if any were used to reduce the costs of textbooks and Instructional materials:

- Use of Open Educational Resources (OER) whenever possible
- Use of textbooks for multiple years
- Use of grant funding for textbooks and instructional materials when appropriate
- Use of Rental text books

4.7 Pursuant to Section 1.12 of the Agreement, the parties to this Addendum understand and agree that instruction will not begin until funding is specified in this Addendum.

## **5. STUDENT RECORDS**

- School District shall maintain permanent records of student attendance, grades, and achievement for School District students who enroll in course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades

and achievement for College students shall be maintained by the College.

- Records will open for review at all times by College officials and submitted on a schedule developed by the college. (Cal. Code Regs., tit. 5, §§ 55021, 55040, 58030)

**6. FILING/TIME OF EFFECT:**

The School shall file a copy of this Addendum with:

- The College shall file a copy of this Addendum with the Vice Chancellor of Educational Services and the Vice Chancellor of Business and Administrative Services.
- This Addendum shall not be effective until the offices listed above have received and reviewed and have indicated to the School/College that they may begin performance.

IN WITNESS WHEREOF, the School and the College have executed this AB 288 Addendum as follows:

Date: \_\_\_\_\_

Pacifica HIGH SCHOOL

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

Oxnard HIGH SCHOOL

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

Frontier HIGH SCHOOL

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

Oxnard COLLEGE

By: \_\_\_\_\_

Name: Dr. Oscar Cobian

Title: VP of Student Development, Oxnard College

Date: \_\_\_\_\_

Oxnard COLLEGE

By: \_\_\_\_\_

Name: Mr. Rojelio Vasquez

Title: VP of Academic Affairs, Oxnard College

COLLEGE AND CAREER ACCESS PATHWAYS  
PARTNERSHIP AGREEMENT

BETWEEN

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT,

a community college district duly organized and existing under the laws  
of the State of California

AND

ACE Charter High School,

a school district duly organized and existing under the laws  
of the State of California

DATED \_\_\_\_\_

## COLLEGE AND CAREER ACCESS PATHWAYS

### PARTNERSHIP AGREEMENT

This College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is made as of July 1st 2020, by and between the VENTURA COUNTY COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California ("VCCCD"), and ACE Charter High School, a school duly organized and existing under the laws of the State of California ("ACE") pursuant to the enacted Assembly Bill 288 College and Career Access Pathways Act ("AB 288") and the California Education Code section 76004. VCCCD and ACE hereby agree as follows:

#### **RECITALS**

- A.** Assembly Bill 288, effective January 1, 2016, and Education Code section 76004 authorizes the governing board of a community college district to enter into a College and Career Access Pathways partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness, for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education.
- B.** Assembly Bill 288 and Education Code section 76004 allows community college districts to enter into partnership agreements with high schools to outline the terms of the partnership and to establish protocols for information sharing, joint facilities use, and parental consent for high school pupils to enroll in community college courses.
- C.** Assembly Bill 288 and Education Code section 76004 authorizes specified high school pupils to enroll in up to 15 units (no more than four college courses) per term if those units are required for the pupils' partnership programs and would authorize a community college district to exempt special part-time and special full-time students taking up to a maximum of 15 units (no more than four college courses) per term from specified fee requirements.

#### **AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Terms of the Partnership Agreement:**
  - 1.1. Term of the Agreement:** The term of this CCAP Agreement shall be five (5) years from the Commencement Date, unless sooner terminated as provided herein.
  - 1.2. Submission and Amendments:** Pursuant to Education Code Section 76004(c) (3), copies of the approved AB 288 CCAP Partnership Agreement shall be filed



with the Chancellor's Office of the California Community Colleges ("State Chancellor"). The State Chancellor may void this Agreement if it is determined that this Agreement does not comply with the intent of Education Code Section 76004. Any amendment to this Agreement shall be filed with the State Chancellor. The parties will meet on an annual basis by August 1<sup>st</sup> of each year to determine if the Agreement should be amended, to include but not be limited to additional courses and pathways that have been developed.

- 1.3. Courses Offered Under this Agreement:** VCCCD shall offer courses to ACE Charter high school students who are dual enrolled at both ACE and VCCCD. In the initial year of the Agreement, VCCCD shall offer the courses on the ACE Charter high school campus. ACE and VCCCD may decide to offer classes at the community college in subsequent years within the term of this Agreement. The college is responsible for the educational program(s) and/course(s) offered under this CCAP agreement that occur at ACE Charter high school facilities. VCCCD shall create a course schedule that takes into consideration both ACE and VCCCD academic calendars. This adjusted schedule will ensure that the course(s) offered as part of this agreement comply with all applicable regulations, policies, procedures, and standards applicable to the college.
- 1.4 Employer of Record:** All courses offered under this Agreement shall be taught by faculty employed by VCCCD who meet minimum qualifications for instruction in a California community college as set forth in California Code of Regulations, title 5, sections 53410 and 58060 as amended and be hired by the College. VCCCD shall be the employer of record for these faculty members and shall be responsible for all assignment monitoring and reporting obligations to VCCCD.
- 1.5 Total Number of High School Students Served per Year is projected to be 140.**
- 1.6 Total Number of FTES Projected to be claimed by VCCCD per Year: 4.0.**
- 1.7 Addendum:** The implementation of this Agreement will be accomplished by a specific ACE high school (the "School") and a specific VCCCD college (the "College") through an Addendum (referenced in section 2 below) that defines the details of the relationship between the School and the College. The terms and conditions of the Addendum shall not be inconsistent with the Agreement nor shall the Addendum purport to amend the Agreement in any form. The Addendum template is attached hereto as Attachment 1 to the Agreement. For ease of use the Addendum is in a fill-in-the-blank format. The Addendum must identify the source of funding to be used for textbooks and instructional materials and list what efforts, if any, were used to reduce the costs of textbooks and instructional materials. Representatives from VCCCD and ACE Charter high school will review addendums collectively to determine which means were most effective in reducing costs.
- 1.8 Apportionment:** Pursuant to Education Code Section 76004(s), VCCCD shall request and receive state apportionment funding for all college courses offered

under the AB 288 Agreement. Pursuant to Education Code Section 76004(r), ACE shall not seek or receive a state allowance or apportionment funding for any instructional activity for which VCCCD requests or receives state apportionment funding. This Agreement or any Addendum must not result in ACE losing any amount of Average Daily Attendance (ADA). Any courses offered under this Agreement shall be offered at such times to ensure that ACE students are scheduled to meet minimum day requirements (247 minutes in ACE classes). The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to a CCAP agreement is authorized attendance for which the community college district shall be credited or reimbursed pursuant to ECS 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity EC §76004(s) (AG sec. 10b, P.5)

**1.9 Admission of Special Part-Time or Full-Time Students:** ACE students who take college courses under this Agreement and Addendum shall be admitted to VCCCD as special part-time or special full-time students pursuant to Education Code Section 76001, applicable regulations, and VCCCD Board Rules.

**1.10 Unit Limit:** Pursuant to Education Code Section 76004(p), ACE students admitted as special part-time students and taking courses under this Agreement, may enroll in up to a maximum of 15 units per term if:

1. The units constitute no more than four community college courses per term.
2. The units are part of an academic program under this Agreement; and
3. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

**1.11 Student Fee Exemptions:** Pursuant to Education Code Section 76004(q), ACE students admitted to VCCCD under this Agreement as special part-time students shall be exempt from the following student fees:

1. Student Representation Fee (Education Code Section 76060.5)
2. Nonresident Tuition Fee (Education Code Section 76140)
3. Transcript Fee (Education Code Section 76223)
4. Enrollment Fee (Education Code Section 76300)
5. Apprentice Fee (Education Code Section 76350)
6. Child Development Center Fee (Education Code Section 79121)
7. Student Health Fee
8. Student Center Fee

**Commented [JD1]:** This fee will be exempt for most students with the exception of students on a valid nonimmigrant visa (i.e. B, F) will not be eligible for the exemption

**Commented [JD2]:** Is this correct?

The Student Representation Fee is missing from this list.

A high school pupil enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Section 49011. (Education Code Section 76004(f).)

**1.12 Textbooks, Equipment, and Materials:** VCCCD and ACE shall work collaboratively to seek funding in support of textbooks, equipment and supplies and other instructional materials as required to support CCAP sections for high school students participating in the program. This may include local school/college sites exploring the use of discretionary resources and seeking federal, state, local and grant funding. VCCCD Faculty, through local academic senates, discipline committees, and collegial conversations, will explore ways to minimize the costs of textbooks and instructional materials including, but not limited to, use of open educational resources (OER), guaranteeing 3-5 year use of textbook versions, inter-college loan programs, use of existing ACE textbooks approved for use by VCCCD faculty, and other efforts as deemed academically appropriate. Provision or funding for textbooks, equipment, and materials, must be identified in the Addendum as required in paragraph 1.7. Instruction will not begin until funding is specified in the Addendum.

**1.13 Reimbursement:** For CCAP courses offered at the ACE Charter high school site during a period in which ACE on-site supervision and facilities, custodial and security personnel are already present, no additional costs shall be incurred by VCCCD.

**1.13.1.1.** The financial arrangements defined herein may be adjusted annually by a duly adopted written Amendment to this Agreement.

**1.14 Student Access and Supports:**

CCAP courses will be delivered in a nondiscriminatory manner ensuring equity and access to all students.

**1.14.1 Services for Students with Disabilities:**

For CCAP classes offered on ACE Charter high school during the school day, ACE will continue to provide services as required by the participating student's Individualized Education Plan ("IEP"). VCCCD will make reasonable accommodations to ensure that ACE is able to implement the student's IEP in CCAP classes.

**1.14.2 English Learner and Long Term English Learner Students:**

Parties agree to collect data needed to implement ACE's progress ACE's English Learner Master Plan. VCCCD will collaborate with ACE to ensure that ACE is able to access and deliver services to students as necessary. If issues arise with implementation of services, the points of contact for the School and College as identified in the Addendum will meet to bring in the necessary constituencies to resolve the Issues in an expeditious manner.

**2.1 Constituent Colleges and ACE Charter high school:** VCCCD has three constituent Colleges, specifically Moorpark College, Oxnard College and Ventura College. Each of the three Colleges generally serves high school campuses located within respective service areas

**2.2 Courses Offered:** College and School will determine which courses listed in Appendix A will be offered at the high school under this Agreement. The College and ACE high school shall complete the AB288 Addendum which shall become an addendum to this Agreement by August 1<sup>st</sup> of each year. Each course listed in the AB 288 Addendum shall be offered for the purpose of:

1. Preparing students for transfer;
2. Improving high school graduation rates;
3. Helping high school pupils achieve college and career readiness; or
4. Offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college.

No physical education courses shall be offered. Courses will also include pathway courses offered at ACE Charter high school campus in the same industry sector offered at the respective College that lead to an industry recognized certificate or credential.

**2.3 Linked Learning and Career Technical Education (CTE) Courses:** Pathway is defined by courses that are in the General Education Transfer Curriculum pathway AND courses in a career pathway leading to an industry recognized certificate or credential. CTE courses listed in Appendix B-1 will be added to the list of courses under this Agreement as VCCCD develops or identifies the pathway courses ensuring high school students receive college credit for these courses that lead to a certificate or credential in the applicable industries. As ACE Charter high school expands and identifies additional CTE pathway courses including those listed in Appendix B-2 that lead to certificates or credentials and a living wage under Linked Learning or CTE programs for dual credit, VCCCD will work collaboratively with ACE to add these CTE pathway courses to the list of available courses under this Agreement. Linked Learning and college level CTE pathway and articulated ACE CTE Courses will be available as dual enrollment courses in Appendix A, upon approval by both Parties.

**2.4 Terms in Each AB 288 Addendum:** Each Addendum shall:

1. Describe the facilities to be used on both the College campus and the ACE campus;
2. Describe the Criteria for Assessing Pupils' Ability to Benefit; and
3. Identify the party responsible for obtaining parental consent.

**2.5 Limiting Enrollment:** Pursuant to Education Code Section 76004(0), VCCCD may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP partnership Agreement.

**2.6 Transcripts, Permanent Records of Student Achievement, Attendance and Grades:** Both the VCCCD college of attendance and ACE charter high school shall record transcript records when courses are completed. Upon receipt of an official transcript from the community college showing the course title, number of college units and the course grade, the high school equivalent course and the credits allowed will be recorded on the student's cumulative record and the electronic transcript by ACE charter high school.

### 3 AB 288 Certifications

**3.1 VCCCD Faculty:** VCCCD certifies that no VCCCD or community college instructor, who has been convicted of any sex offense, as defined in Education Code Section 87010, or any controlled substance offense, as defined in Education Code Section 87011, shall be retained by VCCCD to teach any course at ACE Charter high school. All VCCCD faculty teaching courses under this Agreement shall meet all state and federal reporting requirements regarding minimum qualifications and conditions.

**3.2 No Displacement of Faculty:** ACE Charter high School certifies that no existing high school teacher who was teaching the same course on the high school campus offered under this Agreement has been displaced or terminated because a community college instructor is teaching that same course. VCCCD certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

**3.3 No Reduction of Access to Same Course on VCCCD:** VCCCD certifies that the community college courses offered for college credit on ACE's campus do not reduce access to the same course offered on the VCCCD college campus.

**3.4 No Oversubscribed Courses:** VCCCD certifies that community college courses that are oversubscribed or have waiting lists shall not be offered in this Agreement.

**3.5 VCCCD's Core Mission:** Participation in this partnership and this Agreement is consistent with VCCCD's core mission pursuant to Education Code Section 66010.4

**3.6 No Displacements of Eligible Adults from VCCCD Courses:** ACE students

participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults from VCCCD courses.

**3.7 Collective Bargaining:** VCCCD and ACE certify that all actions taken pursuant to this Agreement are in compliance with all local collective bargaining agreements.

**4. Remedial Courses:** Should remedial courses be offered, the remedial course taught by VCCCD faculty at ACE's campus shall be offered only to ACE's high school students who do not meet their grade level standard in math, English, or both, in grade 10 or 11 as determined by applicable ACE assessments including but not limited to assessment tests, benchmarks, and appropriate college assessments. VCCCD and ACE faculty shall engage in a collaborative effort to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. It is acknowledged that the student may waive or opt out of a remedial course, should the student choose to exercise that option through the regular college process.

**5. Student Supervision:** ACE and VCCCD agree to work collaboratively with regard to student discipline. Students are subject to ACE's student discipline procedures, which are governed by Education Code section 48900 et seq., and ACE's policies and procedures, while they attend classes on ACE's high school campus. Should this Agreement be extended to courses at the College site, high school students will be subject to VCCCD's student discipline procedures. A student disciplinary action taken by the college in response to student misconduct in a class will not affect the student's attendance in the CCAP program. The college will notify the school site of any disciplinary action taken. In coordination with ACE, any violations of the student code of conduct are subject to disciplinary proceedings and sanctions, including dismissal from the course(s) and/or college.

**6. Protocol for Information Sharing:** Any education records or personally identifiable information pertaining to any ACE students taking courses under this Agreement shall be exchanged between ACE and VCCCD in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, and VCCCD Board Policies and Administrative Procedures. VCCCD shall provide a dual enrollment application form on which the ACE student will provide written consent to information sharing between ACE and VCCCD. Education records and personally identifiable information regarding ACE students shall be shared between the Points of Contact identified in Paragraph 6 below. ACE's and VCCCD's Points of Contact shall then further share that information within their respective institutions as necessary.

**7. Parental Consent:** ACE shall obtain any required parental consent for any ACE student taking dual enrollment courses under this Agreement.

**8. Implementing Policies and Procedures:** ACE and VCCCD will each develop policies and procedures consistent with the terms of this Agreement. Each party will distribute the policies and procedures to each participating high school principal and college and college instructor prior to the implementation of the CCAP program.

**Commented [JD3]:** Is this referring to the additional wording that was added to the dual enrollment form where the student gives us permission to release their records for CCAP agreements?

By signing below I certify that I have read and understand this petition for Dual Enrollment and give permission to VCCCD to share information with the school district under a CCAP agreement. I hereby request that I be allowed to enroll in the community college class(es) request.

Signature of Student \_\_\_\_\_

**9. Points of Contact at VCCCD and ACE:** The following officials shall serve as the point of contact under this Agreement:

**ACE Charter high school:**

Joseph Clausi, Principal ACE Charter high school 570 Airport Way Camarillo , CA 93010 Phone: (805) 437-1410 Email: <a href="mailto:jclausi@acecharterhigh.org">jclausi@acecharterhigh.org</a>
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**VCCCD:**

Oscar Cobian, Vice President, Student Development Oxnard College 4000 South Rose Avenue Oxnard, CA 93036 Phone: (805) 678-5937 Email: <a href="mailto:ocobian@vccd.edu">ocobian@vccd.edu</a>
Art Sandford, Vice President, Student Affairs Oxnard College 4000 South Rose Avenue Oxnard, CA 93036 Phone: (805) 678-5198 Email: <a href="mailto:asandford@vccd.edu">asandford@vccd.edu</a>

**10. Annual Reporting to the State Chancellor:** VCCCD, in conjunction with ACE, shall report annually to the State Chancellor's Office all of the following information. The report shall state:

1. The total number of ACE students, by school site, taking courses under this Agreement, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
2. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
3. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
4. The total number of full-time equivalent students (FTES) generated by CCAP partnership participants.

**10.1** The Points of Contact from ACE and VCCCD shall meet to work cooperatively for timely submission of said annual reports in accordance with any and all deadlines prescribed by the State Chancellor's Office.

**11. Mutual Defense and Indemnity:** VCCCD shall indemnify and hold harmless ACE, its officers, agents, and employees for any and all loss, cost, expense, claims or liability for injury to or death of any person, or damage to any property, caused by the negligence and/or tortious conduct of VCCCD in the performance of VCCCD's responsibilities under this Agreement. In such an event, VCCCD, at its own expense, shall also defend all actions, suits, or other proceedings brought against ACE, its officers, agents, or employees and satisfy any judgment rendered against ACE, its officers, agents, or employees because of such negligence and/or tortious conduct. Similarly, ACE shall indemnify and hold harmless VCCCD, its officers, agents, and employees for any and all loss, cost, expense, claims or liability for injury to or death of any person, or damage to any property, caused by the negligence and/or tortious conduct of ACE in the performance of ACE's responsibilities under this Agreement. In such an event, ACE, at its own expense, shall also defend all actions, suits, or other proceedings brought against VCCCD, its officers, agents or employees and satisfy any judgment rendered against VCCCD, its officers, agents, or employees because of such negligence and/or tortious conduct.

**12. Insurance:** Without limiting the parties' indemnification obligations herein and as a material condition of this Agreement, each party shall maintain, at its expense and for the duration of this Agreement, a program of insurance or self-insurance and provide evidence thereof, as required below, against claims for injury, damage or loss that may arise from or in connection this Agreement and/or the use of facilities under the Agreement. Each party shall furnish the other party with certificates of insurance or other satisfactory documentation of all insurance or self-insurance required by this Agreement. Each party shall have the other party added as additional insureds to all of the following policies. The Minimum Scope and Limits of Insurance shall be as follows (coverage shall be at least as broad):

**Commercial General Liability Insurance** "occurrence" form only to provide defense and indemnity coverage to the insured for liability for bodily injury, personal injury, and property damage, of not less than a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence. The general aggregate limit shall be twice the required per occurrence limit. If such insurance is obtained from a third party insurer and not self-insured, the insuring party shall name the other party as an additional insured on the policy.

**Business Automobile Liability Insurance** to provide defense and indemnity coverage to the Insured for liability for bodily injury and property damage covering owned, non-owned, and hired automobiles of not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence. If such insurance is obtained from a third party insurer and not self-insured, the insuring party shall name the other party as an additional insured on the policy.

**Workers' Compensation Insurance** as required by the Labor Code of the State of California, and Employers' Liability insurance with limits of not less than One Million



Dollars (\$1,000,000.00) per accident. Any notice required to be served hereunder shall be in writing.

**13. Choice of Law and Venue:** This Agreement, its interpretations, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within the State of California. Ventura County shall be the venue for all legal matters concerning the Agreement.

**14. Termination:** Either party shall have the right to terminate this Agreement without cause by providing to the non-terminating party a written notice of termination. Notice of termination shall be provided at least 180 days prior to the termination date. Each party shall continue to fulfill its obligations under this Agreement until date of termination.

**15. Notices:** Any notices to be given pursuant to this Agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addresses to the party for whom intended as follows:

**To ACE Charter high school:**

ACE Charter high school  
Joseph Clausi Principal

570 Airport Way  
Camarillo, CA 93010  
Phone: (805) 437-1410

**To VCCCD:**

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
Office of Educational Services  
761 E. Daily Drive, Suite 200  
Camarillo, California 93010

**16. Miscellaneous:** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of California. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**17. Board Approval Required.** This Agreement is conditioned upon the approval of the governing boards of both ACE and VCCCD as set forth by Education Code Section 76004.

IN WITNESS WHEREOF, VCCCD and ACE have executed this Agreement as of the date first above written.

Date: \_\_\_\_\_

ACE Charter High School

By: \_\_\_\_\_  
Name: Joseph Clausi  
Title: Principal

Date: \_\_\_\_\_

VENTURA COUNTY COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Name: Dr. Greg Gillespie  
Title: Chancellor

DRAFT

