

**MEMORANDUM OF UNDERSTANDING  
REGARDING COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)  
PARTNERSHIP AGREEMENT  
BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT  
AND THE SAN MARINO UNIFIED SCHOOL DISTRICT**

This College and Career Access Pathways Partnership Agreement ("AGREEMENT") is between the Pasadena Area Community College District ("PACCD") and the San Marino Unified School District ("DISTRICT").

**R E C I T A L S**

**WHEREAS**, PACCD is a single college district whose mission includes providing educational programs and services that are responsive to the needs of the students and communities within the PACCD; and

**WHEREAS**, the parties desire to collaborate and provide college credit courses ("COURSES"); and

**WHEREAS**, instruction will comply with the student selection standards, curriculum guidelines, recommendations, and procedures promulgated by the Legislature (AB 288) and PACCD; and

**WHEREAS**, the parties desire to enter into an AGREEMENT, which sets forth their mutual rights and responsibilities and governs their relationship regarding the subject COURSES; and

**WHEREAS**, this AGREEMENT contemplates that the parties will enter into a related Course Agreement ("CA") for the individual subject courses, that each CA will fully incorporate the terms of this AGREEMENT and that each CA will set out the necessary details specific to the COURSE; and

**WHEREAS**, the DISTRICT and the PACCD desire to continue the collaborative efforts highlighted in this AGREEMENT, within the guidelines of an AB 288 College and Career Access Pathways (CCAP) Partnership Agreement for the purpose of 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 pathways from high school to community college for career and technical education, preparation for transfer, improving high school graduation rates, and helping high school students achieve college and career readiness; and

**WHEREAS**, the parties intend for PACCD to report full-time equivalent students (FTES) and obtain state apportionment for the subject COURSES given through this AGREEMENT in

accordance with California Code of Regulations, Title 5, sections 58050, 58051, and 58051.5, and Education Code 76004, repealed and added to by AB 288; and

**WHEREAS**, all COURSES will be located within PACCD's district boundaries.

**NOW, THEREFORE**, the parties mutually agree as follows:

## **TERMS OF AGREEMENT**

### **1. Recitals.**

The above recitals are incorporated herein and made a part of this AGREEMENT.

### **2. Effective Date and Duration.**

The terms of this AGREEMENT shall be effective on the date authorized representatives of both parties sign it and continue in effect until duly modified or terminated by the parties.

### **3. Early Termination.**

Either party may terminate this AGREEMENT with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law. The parties agree to consider the needs of currently enrolled students when determining a termination date. The indemnification provisions contained in this AGREEMENT shall survive termination.

### **4. Course Agreements.**

The terms of this AGREEMENT are deemed to be part of and fully incorporated into any and all presently existing or future CAs pertaining to the COURSES, except those terms which are expressly modified by a related CA. Related CAs will address the time, date, location, number of educational hours, PACCD credits offered, number of students, and other specifics related to each COURSE. The terms of this AGREEMENT may be modified by individual CA as necessary.

### **5. Certifications for State Apportionment Purposes**

5. A. The PACCD certifies that it does not receive full compensation for the direct education costs of the COURSES under this AGREEMENT from any public or private agency, individual or group.

5. B. Pursuant to Education Code Section 76004(o), the PACCD will limit enrollment in a COURSE solely to eligible high school students if the COURSE is offered at the high school campus during the regular school day and the COURSE is offered pursuant to this AGREEMENT.

5. C. DISTRICT agrees and acknowledges that PACCD will claim apportionment for the students enrolled in COURSES under this AGREEMENT.

5. D. PACCD certifies that a COURSE offered for PACCD credit at the DISTRICT high school campus does not reduce the same access to the same course offered by PACCD.

5. E. PACCD certifies that a PACCD course that is oversubscribed or has a waiting list shall not be offered as a result of this AGREEMENT.

5. F. PACCD certifies that participation in the AGREEMENT is consistent with the core mission of the PACCD pursuant to Education Code section 66010.4 and that students participating under this AGREEMENT will not lead to enrollment displacement of otherwise eligible adults in the PACCD.

5. G. Both the DISTRICT and PACCD certify that any remedial course taught by community college faculty under this AGREEMENT at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both, based on an interim assessment in grade 10 or 11 as determined by the DISTRICT, and that the delivery of these remedial courses shall involve a collaborative effort between high school and community college faculty 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 high school graduation.

5. H. The DISTRICT and PACCD certify that they will comply with local collective bargaining agreements and all state and federal reporting requirements regarding federal teacher mandates and the qualifications of the faculty member teaching a COURSE under any CA outlined within this AGREEMENT.

5. I. The DISTRICT and the PACCD certify that any PACCD instructor teaching a COURSE at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same type of course on that high school campus as required by Education Code §76004(i).

5. J. The DISTRICT and the PACCD certify that a qualified high school teacher teaching a COURSE offered for the college credit at the high school campus has not displaced or resulted in the termination of an existing community college faculty person teaching the same course at the partnering community college campus as required by Education Code §76004(j).

**6. Regulatory Requirements for State Apportionment Purposes Applicable to All COURSES Conducted Under the Terms of This AGREEMENT. These provisions may not be voided, modified, nor waived by a related CA unless otherwise expressly provided herein:**

6. A. Responsibilities of Each Party. PACCD and DISTRICT policies and procedures apply. PACCD is responsible for the COURSES. The COURSES will comply with all applicable regulations, procedures, prerequisites, and standards applicable to PACCD, as well as any corresponding local policies, practices, and requirements of the DISTRICT.

6. B. Enrollment Period. PACCD shall determine the enrollment period in accordance with its guidelines, policies, pertinent statutes, and regulations.

6. C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. PACCD will determine the performance objectives for each of the COURSES and the number of course hours necessary to meet the performance objectives. The performance objectives and corresponding course hours shall be specified in the related CA.

6. D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with PACCD guidelines, policies, pertinent statutes, and regulations. During the hours of instruction, all students will be under the immediate supervision of an employee of PACCD. For purposes of this paragraph, all DISTRICT employees who are teaching the COURSES shall be deemed to be employees of PACCD.

6. E. 1. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the COURSES shall be in accordance with PACCD guidelines, policies, pertinent statutes and regulations.

6. E. 2. Students that withdraw from a COURSE pursuant to this AGREEMENT will not receive any PACCD credit for their work completed and must submit their withdrawal before any withdrawal deadlines established by PACCD and listed on the CA.

6. F. Right to Control and Direct Instructional Activities. PACCD is responsible for the COURSES and has the sole right to control and direct the instructional activities of all instructors, including those who are also DISTRICT personnel.

6. G.1. Minimum Qualifications for Instructors Teaching Courses. All instructors who are selected to teach a COURSE under this AGREEMENT and listed under the CA shall meet the qualification requirements of Title 5 of California Code of Regulations, sections 53410 and 58060.

6. G. 2. All such instructors shall either: (1) meet the minimum qualifications to provide instruction in a California community college, or (2) have been approved to teach based on equivalency procedures highlighted within PACCD's AP 7211(1). The minimum qualifications shall be consistent with the requirements in other similar courses offered by PACCD and shall be published or otherwise listed by PACCD.

6. G. 3. Instructors who teach a COURSE under this AGREEMENT must provide the

supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assignment duty during the instructional activity. The instructor must be physically present in the classroom or laboratory or within line of sight of the students as required in Title 5, Section 58058.

6. H. Facilities. DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location as provided in the CA, to conduct the contemplated instruction and do so without charge to PACCD or students. DISTRICT agrees to clean, maintain, and safeguard DISTRICT's premises. DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

6. I. Equipment. DISTRICT will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all DISTRICT students, except as otherwise provided in the applicable CA. The parties understand that such equipment and materials are DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment and materials to be used during each of the COURSES. DISTRICT and PACCD understand that no equipment or materials fee may be charged to students.

6. J. Textbooks and Materials. Students participating in a COURSE under this AGREEMENT will not be charged for textbooks, equipment, and materials. The DISTRICT shall take on all costs associated with instruction materials including but not limited to textbooks, equipment, and supplies and other instructional materials as required to support COURSES under this AGREEMENT for participating high school students, and except as otherwise provided in the applicable CA. PACCD faculty, through local academic senate, discipline committees, and collegial conversations, will explore ways to minimize the cost of textbooks and instructional materials. All instructional equipment and materials needed for the courses will be listed within the CA.

6. K. Enrollment. Enrollment shall be open to any student of DISTRICT who has been admitted to PACCD and meets all applicable prerequisites or other limitations of enrollment, including but not limited to consent of the student's parent or guardian to enroll in COURSES.

PACCD will be responsible for processing student applications. PACCD will provide the necessary admission forms and procedures, and both PACCD and DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any. Enrollment requirements for each COURSE will be stated within the CA.

PACCD will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the COURSES, as appropriate. DISTRICT will assist PACCD as necessary. A successful

enrollment requires that each student has completed an enrollment application provided by PACCD, the application has been delivered to and accepted by PACCD's Admissions and Records Office, and the applicant has met all requirements, to include the standard PACCD student liability and medical care coverage, if applicable.

6. L. Fees. Pursuant to PACCD Board Policy (Education Code Section 76300(f)), PACCD will waive all the fees for students who are Special Part-time or Special Full-time students, including but not limited to any student representation fees, tuition fees, transcript fees, course enrollment fees, apprentice course fees, and child development center fees (Education Code 76001).

6. M. Students participating in COURSES under this AGREEMENT may enroll in up to a maximum of 15 units per term, provided that: 1) the units constitute no more than four community college courses per term, 2) the courses are part of an academic program that is part of this CCAP Partnership Agreement, and 3) are designed to award students with both a high school diploma and an associate degree or certificate or a credential (Education Code section 76004(p)).

6. N. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to PACCD at the end of each term, or upon demand, and shall be maintained by PACCD.

6. O. Ancillary Support Services for Students. As required by Accrediting Commission for Community and Junior Colleges, PACCD shall ensure that students enrolled in the COURSES are provided ancillary and support services as may be needed, including but not limited to counseling, guidance, and placement similar to students registered for courses at satellite campuses.

6. P.1. Grades. Grades earned by students enrolled in COURSES pursuant to this AGREEMENT will be posted on the official PACCD transcripts. Students are eligible to request a grade of PASS/NO Pass or Credit/No Credit if the course is eligible for this as noted in the college catalog.

6. P.2. Withdrawals. If a student drops a class listed under this AGREEMENT, the dropped courses will appear on the PACCD transcript in accordance with PACCD policies and procedures. The same dropped course will not appear on the DISTRICT transcripts.

6. P.3. Course Standards. Students enrolled in any of the COURSES under this AGREEMENT will be held to the same standards of achievement/grading requirements/assessment processes/behavior as other students earning credit within PACCD and as determined by PACCD.

## **7. Protocol for Information Sharing and Record Keeping:**

7. A. Personally Identifiable Information. Any education record or personally identifiable information pertaining to any DISTRICT student taking COURSES under this AGREEMENT shall be exchanged between the DISTRICT and PACCD in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, DISTRICT Board Policies and Administrative Procedures, and the PACCD Board Policies and Administrative Procedures. Education records and personally identifiable information regarding DISTRICT students shall be shared between the points of contact identified as Liaisons within this AGREEMENT.

7. B. Data Breach. In the event of a confirmed data breach where sensitive, confidential, or otherwise protected student data has been accessed and/or disclosed in an unauthorized fashion, the PACCD shall notify the DISTRICT in writing of the breach within 24 hours of discovery and, in accordance with California and federal laws, take all necessary steps to respond to and mitigate the effects of such breach.

7. C. 1. PACCD and DISTRICT understand and agree that education records of students enrolled in COURSES under this AGREEMENT and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of §99.30 and state law as set forth in Education Code sections 49064 and 49076. PACCD and DISTRICT agree to hold all student education records generated pursuant to this AGREEMENT in strict confidence and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. §99.33 (a), (b); 34 C.F.R. §99.34(b) and Education Code sections 49064 and 49076).

7. C. 2. Limitation on Use. PACCD and DISTRICT shall use each student education record that he or she may receive pursuant to this AGREEMENT solely for a purpose(s) consistent with his or her authority to access that information pursuant to federal and state law, as applicable. (34 C.F.R. §99.31, 34 C.F.R. §99.34, and Education Code section 49076).

7. C. 3. Recordkeeping Requirements. PACCD and DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations §99.32 and under Education Code section 49064, as applicable.

7. C. 4. Acknowledgment of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this AGREEMENT, PACCD and DISTRICT hereby acknowledge that they had been provided with the notice required under 34 C.F.R. §99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

7. D. Records of student's attendance and achievement for all DISTRICT students who enroll in a COURSE under a signed CA shall be maintained by the DISTRICT on PowerSchool and by the PACCD on BANNER, or another agreed upon system.

**8. Annual Reporting to the State:**

8. A. On or before January 1 of each year of this AGREEMENT, PACCD shall submit a report to the State Chancellor on data from the DISTRICT. The report shall state: 1) the number of DISTRICT 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 offered under this AGREEMENT by course category and type and by school site; 3) the total number and percentage of successful COURSE completions, by COURSE category and type and by school site; and 4) the total number of full-time equivalent students generated through COURSES offered under this AGREEMENT. By October 1 of each year of this AGREEMENT, the Liaisons from both PACCD and DISTRICT shall meet to plan and commence the preparations of the report.

8. B. The DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates, and will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.

**9. Liaisons.**

At no cost to the DISTRICT, PACCD will provide the services of a staff member who will facilitate coordination and cooperation between PACCD and the DISTRICT. PACCD will provide DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this AGREEMENT, including conducting appropriate student assessments, outreach/recruitment activities and the PACCD's application procedures.

**DISTRICT LIAISON:**

NAME: Jason Kurtenbach

TITLE: Executive Director of Curriculum and Instruction

EMAIL: jkurtenbach@smusd.us

ADDRESS: 1665 West Drive, San Marino, CA 91108

**PACCD LIAISON:**

NAME: Dr. Isela Ocengueda

TITLE: Dean of Academic Affairs

EMAIL: iocegueda1@pasadena.edu

ADDRESS: 1570 E. Colorado Blvd, Pasadena CA 91106-2003

10. **Support Staff. These provisions may not be voided, modified, or waived by a related**

**CA unless otherwise expressly provided herein:**

10. A. DISTRICT to Provide Support Services. Unless otherwise provided for in a related CA, DISTRICT will provide personnel to assist PACCD's outreach, admissions and enrollment activities by performing clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.

10. B. DISTRICT is Responsible for its Personnel. DISTRICT's personnel will perform these services on duty time. DISTRICT personnel performing these services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of PACCD, specifically with regard to their duties pertaining to the COURSES described in the related CAs. PACCD has the primary right to control and direct such activities.

10. C. Students enrolled in COURSES pursuant to this AGREEMENT will be eligible for student support services at all available locations.

10. D. Students enrolled in COURSES pursuant to this AGREEMENT who qualify for special services or programs and receive priority registration at PACCD may receive special accommodations by PACCD in direct consultation with the DISTRICT.

10. E. 1. A student taking COURSES under this AGREEMENT with an Individual Educational Plan or 504 Plan with the DISTRICT may request accommodations for his or her disability to participate in the educational programs and activities required by the COURSE and/or by PACCD. Accommodations required by state law or DISTRICT policy will be provided through the DISTRICT in consultation with PACCD's Disabled Students Programs and Services ("DSPS") Office. In order to best support the student, the DISTRICT will provide a copy of the student's current IEP or 504 plan to PACCD's DSPS Office.

10. E. 2. Students participating in COURSES under this AGREEMENT may request services from PACCD's DSPS office. In order to be considered for services by the DSPS office, students would need to follow the required process for all PACCD students and described by the DSPS office.

**11. Instructors. These provisions may not be voided, modified, or waived by a related CA unless otherwise expressly provided herein:**

11. A. Instructor Requirements and Certifications.

11. A.1. PACCD certifies that no PACCD 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 PACCD to teach any COURSE on any of the DISTRICT grounds.

11. A.2. All instructors of COURSES shall comply with the fingerprinting requirements set forth in California Education Code section 45125, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code section 121525. No person who has been convicted of a violent or serious felony shall be eligible to teach any COURSES.

11. B. Instructor Selection.

11. B.1.A. PACCD will select instructors for the COURSES using the adopted faculty selection process under the PACCD Administrative Procedures listed in AP 7212 and AP 7210.

11. B.1.B. PACCD will select instructors in consultation with the DISTRICT. PACCD may select instructors who are also DISTRICT personnel. DISTRICT employees interested in becoming PACCD faculty must follow the standard hiring procedures adopted by PACCD.

11. B.2.A. A PACCD employee listed on the CA as instructor will remain an employee of PACCD while teaching a COURSE under the terms of this AGREEMENT and subject to the authority of the PACCD. PACCD will exercise this authority in consultation with the DISTRICT.

11. B.3.A. Any DISTRICT personnel interested in serving as an Instructor under this AGREEMENT will either serve as a paid employee of PACCD outside of their DISTRICT contract hours, or as a DISTRICT employee subject to a separate instructor's agreement with the DISTRICT and PACCD. The CA will identify whether the instructor is teaching in his or her capacity as a paid DISTRICT employee or paid PACCD employee.

11. B.3.B. Where DISTRICT personnel who are not paid employees of the PACCD will teach COURSES, the DISTRICT, instructor, and PACCD will enter into a separate written agreement regarding the terms of course instruction, including student attendance and FTES reporting, and stating that PACDD has the right to control and direct the instructional activities of the instructor.

11. C. PACCD Shall Determine Instructor Requirements. PACCD shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction consistent with the requirements in other similar courses offered by PACCD.

11. D. Faculty Evaluation. An instructor's performance shall be evaluated by PACCD using the PACCD's evaluation process and standards for part-time and/or full-time faculty evaluation listed in the applicable agreement between PACCD and the bargaining unit.

11. E. Compensation.

11. E.1. PACCD shall be responsible for the compensation of instructors, including the instructor's salary and benefits. If an instructor is a DISTRICT employee provided by the DISTRICT and is not a paid employee of PACCD, PACCD shall reimburse the DISTRICT the pro rata costs of the DISTRICT employee's salary and benefits within 30 days of receipt of an invoice by DISTRICT for such costs.

11. E.2. PACCD instructors selected to teach a COURSE under this AGREEMENT shall be compensated at the rate established under the applicable agreement between PACCD and the bargaining unit.

11. F. District Personnel.

11. F.1. Prior to teaching a COURSE pursuant to this AGREEMENT, an instructor provided by the DISTRICT shall receive discipline-specific information from PACCD that is similar to the information provided to any new Part-Time or Full-time instructor of PACCD regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities.

11. F.2. DISTRICT personnel selected to teach a COURSE under this AGREEMENT shall not have any other assigned duty while course instruction is taking place.

11. G. Substitute Instruction. In such case as a substitute instructor is needed to cover the instructor on record during instructional time, PACCD will provide the substitute instructor and will ensure that the instructor has met all of the requirements as outlined within this AGREEMENT.

12. **Courses.**

12. A. Courses Offered. PACCD and the DISTRICT will determine which COURSES will be offered under this AGREEMENT. PACCD and the DISTRICT shall add an Appendix to this AGREEMENT that shall list the courses and other items required by AB288. No Physical Education courses shall be offered.

12. B. Each COURSE shall be offered for the purpose of: 1) preparing students for transfer; 2) improving high school graduation rates; 3) helping high school students 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.

12. C. COURSES Request. COURSES offered pursuant to this AGREEMENT shall go through the approval process which includes review and consideration by the DISTRICT Liaison before submitting the course request to the PACCD Liaison for consideration by the division dean.

12. D. Credit. Students may receive PACCD credit and high school credit for PACCD courses that he/she/they complete, as determined to be appropriate by the governing boards of the DISTRICT and the PACCD, and in accordance with Education Code Section 48802 and §76001(c) and other state and federal laws.

12. E. Apportionment/ADA. The PACCD may include the student's enrollment in COURSES under this AGREEMENT in its report of full-time equivalent students (FTES) for the purpose of receiving state apportionment, so long as the course complies with the current requirements of AB 288 guidelines and other applicable California Law.

12. F. As part of this CCAP partnership and AGREEMENT, PACCD shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.

12. G. A community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus.

### **13. Facilities.**

The parties contemplate that, primarily, the facilities of the DISTRICT will be utilized to carry out the goals of this AGREEMENT and any related CA, although from time to time PACCD facilities may be utilized subject to mutual agreement by the parties as expressed in a related CA. DISTRICT agrees to defend, hold harmless, and indemnify PACCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as reasonable attorney's fees and costs, should a student, instructor, or third party be injured as a result of or connected with the condition of the DISTRICT's premises, in whole or in part. The indemnity shall survive termination of this AGREEMENT and is in addition to any other rights, or remedies PACCD may have under law or otherwise.

### **14. Workers' Compensation.**

PACCD shall be the "primary employer" for all its personnel who perform services as

instructors and liaison services under this AGREEMENT. PACCD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective PACCD personnel made in connection with performing services under this AGREEMENT or any related CA. PACCD agrees to hold harmless, indemnify, and defend DISTRICT from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by PACCD personnel connected with providing services under this AGREEMENT or any related CA. These provisions may not be voided, modified, or waived by a related CA.

## **15. Indemnification.**

15. A. DISTRICT shall defend, hold harmless, and indemnify PACCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of DISTRICT, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

15. B. PACCD shall defend, hold harmless, and indemnify DISTRICT, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of PACCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

15. C. This indemnity shall survive termination of this AGREEMENT or any related CA and is in addition to any other rights or remedies that DISTRICT or PACCD may have under law and/or otherwise.

15. D. These provisions may not be voided, modified or waived by any related CA.

## **16. Insurance Requirements.**

16. A. Each party shall obtain, pay for, and maintain in effect during the life of this AGREEMENT the following policies of insurance issued by an insurance company rated not less than "A" in A.M. Best Insurance Rating Guide and admitted to transact business

in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

16. B. Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this AGREEMENT is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

16. C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this AGREEMENT.

16. D. The parties acknowledge that both parties are permissibly self-insured under California law.

16. E. These provisions may not be voided, modified or waived by a related CA.

#### **17. Discrimination and Harassment.**

Each party agrees that during the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors 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, §11000 et seq.).

#### **18. Entire Agreement.**

This AGREEMENT and any related CAs constitute the entire agreement between the parties with regard to the COURSES and supersede any prior or contemporaneous understanding or agreement. No party has been induced to enter into this AGREEMENT

by, nor is any party relying on, any representation or promise outside those expressly set forth in this AGREEMENT and any related CA.

**19. Amendment.**

The provisions of this AGREEMENT may be modified only by mutual agreement by the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

**20. Waiver.**

Unless otherwise precluded by the terms of this AGREEMENT, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

**21. Assignment.**

Neither party may assign any rights or benefits or delegate any duty under this AGREEMENT without the written consent of the other party. Any purported assignment without written consent shall be void.

**22. Parties in Interest.**

Nothing in this AGREEMENT, whether express or implied, is intended to confer any rights or remedies under or by reason of this AGREEMENT on any person other than the parties to it and their respective successors and assigns, nor is anything in this AGREEMENT intended to relieve or discharge the obligation or liability of any third person to any party to this AGREEMENT, nor shall any provision give any third person any right to subrogation or action against any party to this AGREEMENT.

**23. Severability.**

If any provision of this AGREEMENT is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the AGREEMENT shall continue in full force and effect and shall in no way be impaired or invalidated.

**24. Notices.**

Any notice under this AGREEMENT shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

**25. Authority to Enter Into AGREEMENT.**

Each party to this AGREEMENT represents and warrants that it has the full power and authority to enter into this AGREEMENT and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this AGREEMENT.

**26. Status of the Parties.**

Neither party is a partner, joint venturer, co-principal, employer, or co-employer of the other or of an employee of the other party. PACCD shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this AGREEMENT and any related CA. PACCD shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this AGREEMENT and any related CA.

**27. Retention and Audit of Records.**

Each party shall maintain records pertaining to this AGREEMENT and related to the CAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

The DISTRICT and PACCD will share student-level data for the purpose of evaluation and enhancement, provided that said sharing of information is performed in accordance with FERPA and applicable state law as required pursuant to this Agreement. PACCD and the DISTRICT will work jointly to determine the provisions of the student's data requirements. The DISTRICT will provide data to the PACCD as requested. PACCD will provide data to the DISTRICT as requested.

**28. Board Approval Required.**

The PACCD and DISTRICT agree that as a condition of and prior to the adoption of this AGREEMENT, the governing board of the PACCD and the governing board of DISTRICT, at an open public meeting of each respective board, shall present the AGREEMENT as an informational item. PACCD and DISTRICT further agree that the governing board of PACCD and the governing board of DISTRICT at a subsequent open public meeting of each respective board shall take testimony from the public and shall approve or disapprove the AGREEMENT as set forth by Education Code Section 76004.

**29. Integration.**

This AGREEMENT sets forth the entire partnership between the PACCD and the DISTRICT. All AGREEMENTS or representations, express or implied, oral or written of the parties with regards to the subject matter hereof are incorporated into this AGREEMENT.

**30. Governing Law and Venue.**

This AGREEMENT will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this AGREEMENT shall be Los Angeles County, California.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed

the day and year written below.

AGREED TO AND ACCEPTED:

PASADENA AREA COMMUNITY COLLEGE

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

Erika Endrijonas, Ph.D  
President/Superintendent  
Pasadena Area Community College District  
1570 E. Colorado Boulevard  
Pasadena, CA 91106

AGREED TO AND ACCEPTED:

SAN MARINO UNIFIED SCHOOL  
DISTRICT

\_\_\_\_\_

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