MASTER AGREEMENT
BY AND BETWEEN
VENTURA COLLEGE FOUNDATION
AND
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

THIS MASTER AGREEMENT (the “Agreement”) is entered into as of this 1st day of July, 2013, by and between VENTURA COUNTY COMMUNITY COLLEGE DISTRICT (the “District”), and the VENTURA COLLEGE FOUNDATION (the “Foundation”), a California nonprofit public benefit corporation.

RECITALS

A. The District and the Foundation desire to enter into this Agreement to set forth the terms of the relationship between the District and the Foundation, which has been established as an auxiliary organization of the District pursuant to Education Code Section 72670 et seq. and Section 59250 et seq. of Title 5 of the California Code of Regulations.

B. The Board of Trustees has adopted Board Policy 3600 which requires that all auxiliary organizations enter into a written agreement with the District.

C. The District and the Foundation desire to enter into this Agreement in accordance with the District’s policies and regulations regarding auxiliary organizations.

AGREEMENT

NOW, THEREFORE, the parties covenant and agree as follows:

ARTICLE I
FOUNDATION PURPOSES AND FUNCTIONS

Section 1.1. Statement Regarding Use of Foundation. The administration of the functions and activities described in this Agreement by the Foundation, instead of by and through the District, is deemed to be more effective in accomplishing such functions and activities than would be possible under usual governmental budgetary, purchasing and other fiscal procedures.

Section 1.2. Mission. The Foundation shall create an environment conducive to support the mission, leadership, operations, and priorities of Ventura College (the “College”) and shall solely engage in activities which further and/or benefit the College and its mission.
Section 1.3. Foundation Functions. The Foundation may be providing services and performing the function of fundraising, receiving gifts, bequests and donations for the benefit and advancement of Ventura College (the “College”), funding scholarships for current, prospective and transferring students at the College and providing alumni activities and public relations programs. All gifts, donations, bequests, private endowments, and private grants (the “Donations”) shall be used in accordance with the wishes of the donors as long as the donors’ wishes are in accordance with the exempt purpose and functions of the Foundation and with the terms of this Agreement, and as long as the use of such Donations does not in any way violate any federal or state restriction imposed on the Foundation, including but not limited to restrictions imposed as a result of the Foundation’s status as a 501(c)(3) supporting organization and/or an auxiliary organization.

Notwithstanding the foregoing, the Foundation shall not apply for, accept, or administer any specified program activities and/or services be provided by the College unless the application for and receipt of such grant funds is individually approved by the Chancellor through the District’s chief business officer. If the District has agreed to allow the Foundation to apply for and accept grant funds from a private foundation, any grant funds received must be distributed in total by the Foundation to the District. The Foundation shall not purchase any goods or services on behalf of the College when the purpose is to circumvent the District’s purchasing policies and federal, state and local regulations, including those pertaining to formal bids and prevailing wage requirements.

Section 1.4 Covenant to Maintain Existence. During the term of this Agreement, the Foundation agrees to maintain its existence and to operate in accordance with this Agreement and with Education Code section 72670 et. seq. and section 59250 et. seq. of Title 5 of the California Code of Regulations, as well as with District policy and the implementing regulations for auxiliary organizations adopted by the District.

ARTICLE II
ANNUAL AUDITS AND PROFESSIONAL SERVICES

Section 2.1. Attorney and Accountant Services. The board of directors of the Foundation shall have the benefit of the advice and counsel of at least one attorney admitted to practice law in California and at least one licensed certified public accountant. Neither the attorney nor the certified public accountant need be members of the board of directors of the Foundation.

Section 2.2 Annual Audit. The board of directors of the Foundation shall cause an annual fiscal audit of the Foundation to be conducted by a certified public accountant. This annual audit may be conducted as part of a fiscal audit of the District. The annual audit will include a review of the internal control structure and a report of recommendations. Copies of the annual audit report and management letter comments shall be submitted to the District within thirty (30) days after it is received by the Foundation, but not later than 120 days after the end of the Foundation’s fiscal year. The Foundation shall annually publish the audited statement of its financial condition. The statement shall be disseminated as widely as feasible and be available to any person on request. A reasonable fee may be charged to cover the costs of providing such copies.
Section 2.3. Annual Budget. The Foundation shall also prepare for the District an annual budget of its revenues and expenses. This report shall be provided to the District prior to the beginning of each Foundation fiscal year.

Section 2.4. Foundation Records. The Foundation shall keep and maintain records and accounts of its operations, financial status and program expenditures for a period of not less than five (5) years following each budget period. Such records and reports may be maintained in the District office, subject to the terms of Article III of this Agreement. Such records and reports shall cover all activities of the Foundation whether pursuant to this Agreement or otherwise. The District shall have the right to inspect, copy and audit such records and accounts during and/or following the close of any Foundation fiscal year following reasonable notification to the Foundation. The rights and obligations provided in this Section shall survive the termination of this Agreement.

Section 2.5. Annual Statement of Benefits. The Foundation shall provide the District with an annual statement describing the benefits and services of the Foundation to the District. This report shall be presented to the Board of Trustees of the District no later than 120 days following the close of the Foundation's fiscal year.

ARTICLE III
USE OF DISTRICT FACILITIES

Section 3.1. Use of District Facilities. The Foundation, separately or jointly with the District, may occupy, operate and use in an ongoing manner District facilities and property as identified in Appendix A to this Agreement, which may be amended from time to time, to accomplish the purposes of this Agreement. However, the Foundation’s operations under any such amendment shall be integrated with District operations and shall be under the general supervision of District officials. Furthermore, it is understood and agreed that District officers, employees and agents shall have the right to enter any such facilities or any part thereof at any time for the purpose of examination or supervision, except that District officers, employees and agents shall not enter any such facilities in which the Foundation is conducting a meeting of its Board of Directors or of a Board committee, if such meeting is being conducted under a closed session exception to the Brown Act. A description of facilities to be used by the Foundation and operational items to be provided to the Foundation by the District is set forth in Appendix A to this Agreement. The Foundation’s use of District facilities does not establish a landlord/tenant relationship between the District and the Foundation, unless such a relationship is otherwise established under a separate written agreement entered into between the District and the Foundation.

Section 3.2. Charge or Rental. Appendix A sets forth the charge or rental to be paid to the District by the Foundation for the use of such facilities or property. Such charge or rental may be for less than fair rental value to the extent permitted by Section 81440(b) of the Education Code.

Section 3.3. Use of Facilities. The Foundation’s use of the facilities and property of the District pursuant to Appendix A shall be only for those services and functions that are consistent with this Agreement and consistent with the policies, rules and regulations which have been or may be adopted by the Board of Trustees of the District.
Section 3.4. District Right to Terminate. The right to use any of the District facilities or property granted in Appendix A shall cease upon sixty (60) days written notice by the District to the Foundation that the facilities or property are needed for the exclusive use of the District. The use of District facilities or property by the Foundation shall likewise cease upon sixty (60) days written notice by the Foundation to the District of the termination of the use of such property by the Foundation.

Section 3.5. Maintenance and Operating Expenses. The Foundation agrees that it shall keep and maintain all such facilities and property in a clean and orderly condition and in good repair and shall, at its own expense, at reasonably frequent intervals and in lawful manner, dispose of all waste from such facilities and property.

Section 3.6. Third Party Agreements by Foundation. The Foundation shall not enter into any contract that would obligate the District, its facilities, equipment or personnel, without the prior written approval of the District. The Foundation has no authority to bind the District, by contract or otherwise, in any amount.

Section 3.7. Indemnification. The Foundation agrees to indemnify, defend and hold harmless the District, its officers, agents and employees from any and all loss, damage or liability that may be suffered or incurred by the District, its officers, agents and employees, caused by, arising out of, or in any way connected with the use of any such facilities by the Foundation in connection with this Agreement; provided that the loss, damage or liability is not covered under the District's insurance policies and does not arise from the intentional or negligent acts or omissions of the District, its officers, agents or employees. If the Foundation would be obligated to indemnify, defend and hold harmless the District under this section except for the fact that the loss, damage or liability is covered under the District's insurance policies, the Foundation shall be obligated to pay any deductible owed by the District under its policy as a result of such loss, damage or liability.

Section 3.8. Signs, Fixtures and Equipment. During the term of this Agreement, the Foundation shall have the right to erect, place and attach fixtures, signs and equipment in or upon facilities as authorized by the Chancellor of the District in writing as to number, size and location. Fixtures, signs or equipment so erected, placed or attached by the Foundation shall be, and remain, the property of the Foundation and shall be removed therefrom by the Foundation upon the termination of this Agreement or written direction of the Chancellor of the District.

Section 3.9. Alterations and Restoration. The Foundation shall not make any structural or exterior alterations to the facilities without the prior written consent of the District. Unless the parties have otherwise agreed in writing, upon the termination of this Agreement, the District shall have the option to require the Foundation, at the Foundation's expense and risk, to remove any such alterations to the facilities made by the Foundation and to restore all such facilities as reasonably as possible to the condition existing prior to the execution of this Agreement. If the Foundation shall fail to do so within ninety (90) days after the District exercises such option, the District may restore the property at the expense of the Foundation and all reasonable costs and expenses of such restoration shall be paid by the Foundation upon demand by the District. The District shall have the right to exercise this option within thirty (30) days after the expiration of this Agreement, but not thereafter.
ARTICLE IV
REIMBURSEMENT OF DISTRICT COSTS

Section 4.1. Reimbursement for District Expenditures. The Foundation shall reimburse the District and/or the College for expenditures incurred by the District and/or the College as a result of the Foundation's activities. This reimbursement shall include, but not be limited to, custodial and other District and/or College employee services, utility costs, maintenance costs and supplies. To the fullest extent permissible by law, the Foundation's reimbursement of these costs shall be in the form of non-monetary benefits provided by the Foundation to the District, as authorized by California Attorney General Opinion 81 Ops. Atty. Gen. 111 (1998). The District and/or College shall invoice the Foundation for such expenditures, indicating items charged and the method of determining costs. The reimbursement shall be computed on a simple, but equitable basis, and shall be made by the Foundation within thirty (30) days of receipt of the invoice.

Section 4.2. Payroll Services. The Foundation shall provide all payroll services for Foundation employees. The District shall not provide any such payroll services nor pay any costs for any employees of the Foundation. As long as they meet the eligibility requirements defined by the carrier, the Foundation shall have the right to purchase employee health benefits through the District by reimbursing the District for their actual costs.

Section 4.3. Insurance. If the District is able to, at no additional cost to the District, secure insurance coverage for the Foundation under the District's insurance policy, it shall do so by naming the Foundation as an additional insured on such policy, with the exception that the coverage shall except out crime and property coverage. The Foundation shall, at its own expense, also provide insurance coverage for its operations, including general liability and employment practices liability insurance coverage and workers compensation insurance coverage. The Foundation agrees to reimburse the District for any additional costs incurred by adding the Foundation as an additional insured.

ARTICLE V
DISPOSITION OF FOUNDATION ASSETS

Section 5.1. Approval of Expenditures. The board of directors of the Foundation shall approve all expenditures and fund appropriations of the Foundation. Appropriations of funds for use outside the normal business operations of the Foundation shall be approved in accordance with policy and further consistent regulations adopted by the Chancellor of the District.

Section 5.2. Expenditures for Public Relations. With respect to expenditures for public relations or other purposes which would serve to augment College appropriations for the operation of the College, the Foundation may expend funds in such amount and for such purposes as are approved by the board of directors of the Foundation. Prior to the expenditure of such funds, the board of directors of the Foundation shall file with the Chancellor a statement of the Foundation's policy on accumulation and use of public relations funds. The statement shall include the policy and procedure on solicitation of
funds, source of funds, purposes for which the funds will be used, allowable expenditures and procedures of control.

Section 5.3. Disposition of Net Earnings. Net earnings derived from the operations of the Foundation shall be used solely to benefit the College and its students or used for reserves as established by the board of directors of the Foundation.

Section 5.4. Disposition of Assets Upon Dissolution. Upon dissolution of the Foundation or the cessation of its operations under this Agreement, its assets remaining after payment, or provisions for payment, of all debts and liabilities shall be distributed to a 501(c)(3) organization which is a recognized auxiliary organization of the District, with the distributed funds to be used in accordance with the intent of the donors and approved by the Foundation Board.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Term of Agreement. The term of this Agreement shall be five (5) years beginning on the date of this Agreement, unless sooner terminated as herein provided; provided, however, that this Agreement shall be renewed automatically for subsequent annual periods, unless either party notifies the other party in writing not later than sixty (60) days prior to any renewal date of its intention not to renew. In any event of termination, the provisions of Section 5.4 of Article V of this Agreement (concerning the distribution of assets upon dissolution) shall survive such termination.

Section 6.2. Termination. Either party may terminate this Agreement on sixty (60) days written notice to the other party if the party to whom such notice is given is in material breach of this Agreement. The party claiming the right to terminate hereunder shall set forth in such notice the facts underlying its claim that the other party is in breach of this Agreement. Remedy of such breach within thirty (30) days of such notice shall prevent the termination of this Agreement. If the claimed breach cannot reasonably be cured within thirty (30) days, this Agreement shall not be terminated if the defaulting party commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the alleged breach. However, if the alleged breach is not fully cured within ninety (90) days of the notice of termination, the Agreement shall terminate at the conclusion of such ninety (90) day period unless the parties otherwise agree in writing.

Section 6.3. Termination in Event of Foundation’s Loss of Auxiliary Organization Good Standing. If and when the Chancellor or other designee of the District has reason to believe that the Foundation should be removed from the District’s list of auxiliary organizations which are in good standing (as defined in Title 5 of the California Regulations and in the California Education Code) (the “Good Standing List”), that person shall give the Foundation’s board of directors reasonable notice that a conference will be held to determine whether grounds for removal of the Foundation from the Good Standing List do in fact exist. Representatives of the Foundation’s board of directors shall be entitled to be present at such conference and to be heard. Based upon such conference, the Chancellor or such other District designee shall recommend to the District Board of Trustees whether the Foundation should be removed from the Good Standing List, after which the District Board of Trustees, in its sole discretion, may remove the Foundation from said Good Standing List. In the event that the Foundation
is removed from the Good Standing List under this section, the Foundation shall promptly wind up its affairs and dissolve the Foundation.

Section 6.4. Effects of Termination. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (1) obligations occurring prior to the date of such termination; and (2) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement, including but not limited to those set forth in this Section. Upon termination or expiration of this Agreement, the Foundation shall within thirty (30) days of such termination or expiration (1) vacate any District facilities and/or real property the Foundation is occupying; (2) return all District equipment and supplies to the District; (3) transfer all documents and records in its possession relating to its administration of the services, programs, functions or activities described in Section 1.3 of Article 1 of this Agreement to the District; and (4) perform all other obligations required of the Foundation under the terms of this Agreement.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1. Non-Assignability: Amendment. This Agreement, either in whole or in part, is not assignable by the Foundation. This Agreement may not be altered or modified except by a writing signed by the parties.

Section 7.2. Entire Agreement. The parties agree that this Agreement, including the exhibits hereto which are incorporated herein by this reference, represents the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersedes all other agreements, oral or written, between them relating to the subject matter of this Agreement.

Section 7.3 Notices. Any notice, request, information or other document to be given hereunder to any party by any other party shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing if sent by certified mail, postage prepaid, as follows:

<table>
<thead>
<tr>
<th>If to District:</th>
<th>If to Foundation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ventura County Community College District</td>
<td>Ventura College Foundation</td>
</tr>
<tr>
<td>255 West Stanley Avenue, Suite 150</td>
<td>4667 Telegraph Road</td>
</tr>
<tr>
<td>Ventura, CA 93001</td>
<td>Ventura, CA 93003</td>
</tr>
<tr>
<td>Attn: Chancellor</td>
<td>Attn: Secretary of the Board</td>
</tr>
</tbody>
</table>

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 7.4. Headings. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction on any of the provisions of this Agreement.
Section 7.5. No Waiver. A party's failure to insist on the strict performance of any covenant or duty required by this Agreement, or to pursue any remedy under this Agreement, shall not constitute a waiver of the breach or the remedy.

Section 7.6. Governing Law. The Agreement shall be governed by and construed according to the laws of the State of California.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date set forth above.

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

By: [Signature]
Dr. Jamillah Moore, Chancellor

VENTURA COLLEGE FOUNDATION

By: [Signature]
Secretary of the Board
EXHIBIT A
VCCCD/Ventura College and Ventura College Foundation
Use of District Facilities

This agreement by and between the VCCCD/Ventura College (herein called “College”) and the Ventura College Foundation (herein called the “Foundation”).

1. The College agrees to provide the Foundation, on the College campus, the following facilities, equipment, and services. The College President will be responsible for an annual review of all of these items and, on a monthly basis, for monitoring the level of use of the services.

1.1 Reasonable office space, equipment, and furniture for the Foundation.
   1.1.1 Day Road Center Rooms: 1-26 and 32. The College retains first rights to the classrooms and laboratories.

1.2 Appropriate telephone and computer services and privileges.
   1.2.1 The Foundation will receive telephone and computer support services commensurate to other departments on campus.
   1.2.2 The Foundations will be responsible for all computer hardware/software/service that is related to systems not used by other departments on campus, e.g. QuickBooks, BoothTracker (Marketplace software), RaisersEdge (fundraising database), Scholarship Manager (scholarship software), and dedicated server hardware.
   1.2.3 Upon request to the appropriate Vice President, the College will provide relevant student or operating data to the Foundation.
   1.2.4 The Foundation will have homepage visibility, appropriate sub-page visibility, and page content access on the VC web site.

1.3 Appropriate franking service and privileges.
1.4 Appropriate Student Business Office services.
1.5 Appropriate HVAC services, lighting, janitorial and other utility services.

1.6 Other services, equipment, and facilities deemed appropriate and recommended by the College President and/or the VCCCD Chancellor, and approved by the Governing Board of the VCCCD. Said facilities to include various college facilities, areas and athletic fields for use in fund raising and/or publicity activities.

1.7 College east parking lot to be used for Foundation Market Place operation on Saturdays and Sundays.
   1.7.1 The Foundation will provide Market Place restrooms.
   1.7.2 The Foundation will provide appropriate police coverage.

2. Benefits: The Foundation shall have the right to purchase employee benefits through the district by reimbursing district for their annual costs.

3. Base Use Fee: The Foundation agrees to pay one dollar ($1.00) per year, payable on the first day of July, commencing in 2013.
4. Terms: The lease shall be coterminous with the Master Agreement by and between the Ventura College Foundation and the Ventura County Community College District effective July 1, 2013 – June 30, 2018.

5. Termination: This Agreement shall be terminated by either party within sixty (60) days’ notice. Notice must be made in writing.

Signed:

[Signature]
President, Ventura College
Date: 9/10/13

[Signature]
Chairman, Ventura College Foundation
Date: 9/9/13