

copies to: _____

Contract #: _____

INSTRUCTIONAL SERVICE AGREEMENT FOR PRE-ENGINEERING PROGRAM
WITH THE CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT – *HAWTHORNE HIGH SCHOOL*

THIS AGREEMENT is made and entered into this 7th day of July 2017;

by and between CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
(hereafter "Contractor")
and EL CAMINO COMMUNITY COLLEGE DISTRICT
(hereafter "District")

RECITALS:

WHEREAS, the Contractor desires to provide Pre-Engineering instruction to students at HAWTHORNE HIGH SCHOOL through the District; and

WHEREAS, the Contractor's instructional program meets all requirements of the law of the State of California; of the law of the State of California, California Education Code (CEC), Title 5 Code of California Regulations (CCR Title 5), and other applicable requirements, regulations, and statutes; and

WHEREAS, the District intends to claim *no* full-time equivalent students (FTES) and *not to* receive State apportionment for the courses provided through this agreement, the Contractor's activities under this agreement are subject to these requirements and monitoring as may be directed ; and

WHEREAS, on September 14, 2012, the California Community Colleges Chancellor's Office (CCCCO) provided revised Guidelines for Instructional Service Agreements (2012)¹,

1 Guidelines for Instructional Service Agreements. (September 14, 2012).

Memo_for_ISA_Guidelines_09042012.pdf. Letter from Barry A. Russell, Ph.D., Vice Chancellor, Academic Affairs Division and Frederick E. Harris, Assistant Vice Chancellor, Finance and Facilities Planning Division. Retrieved from

http://extranet.cccco.edu/Portals/1/CFFP/Fiscal_Services/Attndc_Acctg/ISA/Memo_for_ISA_Guidelines_

these "ISA Guidelines" are herein adopted, applied, and noted with reference to the applicable ISA Guideline; and

WHEREAS, the District desires to furnish unit credits to any person who has been admitted to the college, has met applicable prerequisites, and has completed the approved course(s) to the satisfaction of instructors. [ISA Guideline 5.a.]; and

WHEREAS, the Contractor will be providing all of the instruction in the program, the Contractor is entitled to the regular State funding received by the Contractor as a K-12 District for students enrolled in the courses of instruction, provided and contingent upon both the District and the Contractor meeting all regulations and requirements pertaining to, and maintaining eligibility for, and the District made no claim for State funding for such courses as provided in accordance with this agreement.

NOW, THEREFORE the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on 8/26/2017 and continue until 6/8/2018 with four (4) optional one-year renewal periods [ISA Guideline 2.c.]. Optional one-year renewals will be considered automatic unless alteration or termination is requested by either party.
2. DESCRIPTION OF SERVICES AND RESPONSIBILITIES: District and Contractor agree to provide services as described herein below. The responsibilities of the parties follow [ISA Guidelines 2.a.]:
 - A. Responsibilities of District:
 - (1) The District shall determine whether or not the herein proposed vocational training program is justified [ISA Guidelines 1.] [CEC §78015].

- (2) Secure and maintain a written agreement/contract with the Contractor which stipulates the responsibilities of each party [ISA Guideline 2].
- (3) Conduct, through the Contractor's approved program, any of the following courses in a given academic term as mutually determined by the Contractor and the District: ETEC 10 or 10A/B; ETEC 12 or 12A/B; ETEC 14 or 14A/B; ETEC 15 or 15A/B; ETEC 16 or 16A/B; ETEC 18 or 18A/B.
 - a. Although these programs may be operated on-site by the Contractor, the District is responsible for the educational program and/or content of the courses [ISA Guidelines 2.a].
 - i. Instruction to be claimed for unit credit under the agreement/contract, is under the immediate supervision and control of an employee of the District (T5, § 58058) who has met the minimum qualifications for instruction in the approved course(s) in a California community college^{2,3}.
 - ii. District shall provide that minimum qualifications for instructors providing instruction under this agreement are consistent with requirements for other District instructors similarly situated/assigned. [ISA Guideline 4.]

2 Minimum Qualifications (Faculty/Staff). (n.d.). California Community Colleges Chancellor's Office. Extranet -- California Community Colleges Chancellor's Office > Divisions > Academic Affairs > Instructional Programs and Services Unit > Minimum Qualifications. Retrieved January 27, 2013, from <http://extranet.cccco.edu/Divisions/AcademicAffairs/InstructionalProgramsandServicesUnit/MinimumQualifications.aspx>.

3 Minimum Qualifications for Faculty and Administrators in California Community Colleges. (January 2012). MinimumQualificationsHandbook2012_2014.pdf. Retrieved from http://extranet.cccco.edu/Portals/1/AA/MinQuals/MinimumQualificationsHandbook2012_2014.pdf.

- iii. Where the instructor is not a paid employee of the District, the District shall maintain an additional agreement/contract with each instructor requiring attendance to be reported by the instructor and state that the District has the primary right to control and direct the instructional activities of the instructor. [ISA Guidelines 3.a.]
- b. Direct, provide procedures, terms and conditions, and make determinations relating to: [ISA Guidelines 2.b.]
 - i. Enrollment periods
 - ii. Student enrollment fees,
 - iii. Number of class hours sufficient to meet stated performance objectives,
 - iv. Withdrawal of students prior to completion of a course or program.
- c. Ensure compliance with all appropriate Title 5 and Education Code requirements to ensure these courses are completely eligible for State apportionment.
 - i. The District shall certify that it does not receive compensation for the direct education costs of the course(s) from any public or private agency, individual or group. [ISA Guideline 11.]
 - ii. Obtain certification from the Contractor verifying that the instructional activity to be conducted will not be funded by other sources. [ISA Guideline 12.]
 - iii. If courses will be located outside the boundaries of the District, the District comply with TS (§55300 et seq.)

concerning approval by adjoining high school or community college districts and use of non-district facilities. [ISA Guideline 13.]

- d. Provide a coordinator and/or appoint designated Contractor staff as District instructors [ISA Guidelines 3.], who:
 - i. Are under the immediate supervision and control of an employee of the District.
 - ii. Have met the minimum qualifications for instruction in the discipline of the course in a California community college^{3,4}.
 - iii. Provide supervision and control necessary for the protection of the health and safety of students.
 - iv. May not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students.
 - v. Will complete and provide daily attendance rosters (primary attendance accounting documents) which are properly signed and dated attesting to the truth and accuracy of the students in attendance at each course meeting.
- (4) Demonstrate direction and control through such actions as providing instructor: orientations, manuals, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly on-campus instructors. [ISA Guidelines 3.b.]
- (5) Give appropriate units of credit for successful completion of each course of instruction.

- (6) Perform other support services as required or appropriate to adequately manage and control its course offerings.
 - a. In accordance with open enrollment policies (Title 5, §51006, §55005), The District shall publish in the college catalog, schedule of classes, and any addenda to the schedule of classes: open enrollment policy, grade or credit options, transferability, and course description within the time frames provided. [ISA Guideline 5.b.]
 - b. Degree and certificate programs must have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or the District must have received delegated authority to separately approve those courses locally. [ISA Guideline 6.]
 - c. The District shall specify through attachment or addendum to this agreement, all courses conducted under this agreement [cooperative arrangement] and provide corresponding outlines of record with documentation, that each has been approved by the District's Curriculum Committee, is consistent with Title 5 course standards, and has been approved by the District's Board of Trustees. [ISA Guidelines 7.]

B. Responsibilities of Contractor:

- (1) Furnish facilities and instructional services at Contractor's site for the approved course(s) of study in accordance with District, CCR Title 5, CEC, and applicable rules and regulations.

- a. Instructional activities must be conducted at facilities, which are clearly identified as being open to the general public.
Notwithstanding that students may be required to meet course or program prerequisites, enrollment in the course(s) under this agreement must be open to any person who has been admitted to the college and has met any applicable prerequisites. [ISA Guidelines 5.a.]
- (2) Provide qualified instructors, each who:
 - a. Have provided documents to the District certifying that they meet minimum qualifications as previously defined.
 - b. Where the instructor is not a paid employee of the District, the instructor has received, signed, and submitted to the District, a written agreement with the District attesting to their understanding that the District has primary right to control and direct instructional activities of the instructor, that they have attended a District sponsored instructor orientation, received a training manual, and agree to District time tables and reporting requirements. [ISA Guidelines 3.a.]
 - c. Attend District sponsored instructor orientations as required to remain knowledgeable and current on instructor's requirements, manuals, course outlines, curriculum materials, testing and grading procedures, reporting timetables, and other policies, materials, and services similar to those provided to other District hourly on-campus instructors. [ISA Guidelines 3.b.]
- (3) Supervise and evaluate students, lecturers, equipment, materials, day-to-day management support, and all related overhead necessary to conduct the program consistent with District. [ISA Guidelines 2.b.1- 4.]

- (4) Contractor shall be responsible for grading students and for taking appropriate action regarding academic performance, in accordance with both District and Contractor policies. [ISA Guidelines 2.b.4.].
 - a. Contractor shall maintain daily attendance records which include daily student contact hours qualified under this Agreement, and student performance records in accordance with District requirements and will submit such records with regard to form and applicable time-schedules as required by the District.
 - i. Each primary attendance accounting document shall be properly signed and dated by the instructor attesting to the truth and accuracy of the students in attendance at each course meeting.
 - b. Contractor shall submit records both physically and/or electronically to the District in accordance with District time-schedules and requirements.
 - i. The Contractor shall provide written notice within three (3) days regarding any student who withdrawals, drops from, or ceases to attend any course prior to the course completion date. [ISA Guideline 2.b.5.]
 - ii. As audits significantly impact State apportionment, the Contractor shall provide unfettered access to attendance, grade, student records as required for audit and accreditation purposes. [ISA Guideline 9.]
 - iii. Contractor will observe District open enrollment policies, lead times, and time-schedules as specified by District. [ISA Guideline 5.b.]
 - c. Automation efforts are underway, Contractor will cooperate

with these efforts and provide and enter data electronically as technology becomes available

- (5) Cooperate with District to ensure that all instructional personnel, equipment, and materials used in this program conform to all requirements governing instructional programs for the approved course(s).
- (6) Provide certification to the District that the educational activity covered under agreement will not be fully funded by other sources. [ISA Guidelines 12]

C. Responsibilities of both District and Contractor:

- (1) Permanent records of student attendance, grades, and achievement will be maintained by the Contractor and the District. Records maintained by the Contractor will be open for review at all times by District and community college officials and auditors. Copies of permanent records shall be submitted to the District, on a schedule developed by the District. [ISA Guidelines 9.]
- (2) Instruction provided under this agreement shall be provided in such a manner that courses delivered remain consistent with the District-approved outline of record for that course. Faculty/instructors covered under this agreement and students are held to a comparable level of rigor to all courses offered at the District. [ISA Guideline 8.]
- (3) It is agreed that both the District and the Contractor will ensure that ancillary and support services are provided for students (e.g., counseling, guidance, placement assistance, assessment tutoring, etc.). [ISA Guideline 10.]

- 3. ADMINISTRATION: The Principal, or authorized designee (hereafter jointly referred to as "Principal"), shall have the authority to administer this Agreement on behalf of the Contractor. The District shall designate, in writing, a person who shall have the authority to administer this Agreement on behalf of District.

4. PAYMENT FOR SERVICES: There is no exchange of funds between the District and the Contractor.
5. RECORDS AND AUDITS:
 - A. Educational Records: The Contractor and District shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the District, Contractor, and other State Agencies where such inspection and audit does not conflict with the Pupil Record Act of the Education Code.
 - B. Financial Records: District and Contractor shall maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect District's and Contractor's provision of services hereunder. All such records shall be retained by District and the Contractor for a minimum period of five (5) years following the expiration or termination of this Agreement. All such records shall be open to inspection and audit at reasonable times by an authorized representative of District. Any audit of District records conducted by Contractor staff shall include an exit conference with District, if requested by District.
6. REPORTS: The Contractor shall make written reports as required by the Coordinator, concerning the Contractors activities as they affect the contract duties and purposes contained herein. In no event, however, may Coordinator require such reports unless it has provided District with at least thirty (30) days prior written notification thereof. The Contractor shall provide District with a written explanation of the procedures for reporting the required information.
7. INDEMNIFICATION: The District agrees to indemnify, defend, and hold harmless

the Contractor, elected officials, appointed officers, employees, and agents of the Contractor from and against any and all liability, expense, including without limitation, defense costs and legal fees, arising from or connected with any claims for damages or workers' compensation benefits resulting from the District's operations or its services provided under this Agreement, including without limitation, bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the District's property or any property in the care, custody or control of the District.

The Contractor indemnifies, defends, and holds harmless the District, its elected officials, appointed officers, and employees, from and against any and all liability, expense, including defense costs and reasonable legal fees, and claims for damages of any nature whatsoever, including without limitation, bodily injury, death, personal injury, or property damage, arising from or connected with the Contractor's willful acts or active negligence, or hereunder.

8. CONFIDENTIALITY: Both parties shall maintain the confidentiality of all student academic and other student personal and private records. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law. Each party shall maintain the confidentiality of its records in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality. Both parties shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality of such records. Both parties agree to defend and save harmless the other party, its officers, agents, and employees against any and all liability and demands arising out of any disclosure of such reports and information by the other party, its officers, agents, and employees.
9. NON-DISCRIMINATION: It is the policy of the El Camino Community College District Public Safety Program and the participating affiliate to provide fair and equitable treatment of all individuals participating in the program without regard to ethnicity,

religion, sexual identity, national origin, ancestry, age, or physical handicap.

We are committed to providing a work and learning environment free of intimidation, harassment and unlawful discrimination. We share in the responsibility of providing a harassment-free employment and educational environment in complying with both federal and state mandates and guidelines regarding non-discrimination and sexual harassment.

10. DELEGATION AND ASSIGNMENT: Neither party shall delegate its duties or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of the other party. Any such delegation or assignment attempted without such consent shall be null and void.
11. ALTERATION OF TERMS: The body of this Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the term of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement and formally approved and executed by the parties in the same manner as this contract form.
12. LICENSES, PERMITS, CERTIFICATES, AND ACCREDITATION: Both parties shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, certificates, and accreditation required by law applicable to its performance of this Agreement, and shall ensure that all their officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, certificates, and accreditations required by law which are applicable to their performance hereunder.
13. SEVERABILITY: If any provisions of this Agreement are or become contrary to State law or regulations of other agencies or decisions of courts of competent jurisdictions, District and Contractor, agree to renegotiate these portions without

affecting the balance or intent of this Agreement.

14. AUTHORIZATION WARRANTY: The District hereby represents and warrants that the person executing this Agreement for the District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation set forth in this Agreement and that all requirements of the District have been fulfilled to provide such actual authority.
15. DISTRICT'S OFFICES: The District's business offices are located at El Camino Community College District; Business Services Office; 16007 Crenshaw Boulevard; Torrance, California 90506. The District shall notify in writing those Contractor representatives listed in the Paragraph 18 herein below of any change in its business address at least ten (10) days prior to the effective date thereof.
16. CONTRACTOR OFFICES: The Centinela Valley Union High School District business offices are located at 14901 S. Inglewood Avenue, Lawndale, CA 90260. The Contractor shall notify in writing those District representatives listed in paragraph 18 of any change in its business address at least ten (10) days prior to the effective date thereof.
17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, at the following addresses and to the attention of the persons named. The Coordinator shall have the authority to issue all notices which are required, permitted, or desired by Contractor hereunder. Addresses and persons to be notified may be changed by either party by giving at least ten (10) days prior written notice to the other party.

18. TERMINATION: This Agreement may be terminated at any time by the District within the sole and exclusive discretion of the District upon written notice to the Contractor. This agreement may be terminated by the Contractor within the sole and exclusive discretion of the Contractor upon thirty (30) days prior written notice to the District. Such notice of termination shall not affect students currently enrolled in the program [ISA Guideline 2.c].

To District: El Camino Community College District
 16007 Crenshaw Boulevard
 Torrance, California 90506
 Attention: Mr. Rocky Bonura,
 Director of Business Services.

To High School: Centinela Valley Union High School District
 14901 S. Inglewood Avenue
 Lawndale, CA 90260

IN WITNESS WHEREOF, an authorized representative of the Centinela Valley Union High School District, and the Director of Business Services of the District, have caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

19. RELATIONSHIP: The relationship of the Contractor and the District is that of independent contractor. Neither Party will be considered the agent or employee of the other. Neither will exercise control or direction over the other while performing their respective obligations under this Agreement. Neither party intends to create a partnership or joint venture by entering into this Agreement.
20. ACCEPTANCE OF FACSIMILE SIGNATURES: The Parties agree that agreements ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

21. GOVERNING LAW: This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.
22. AUTHORITY/MODIFICATION: The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. The Contractor manager may execute any such amendment on behalf of the Contractor.

INSTRUCTIONAL SERVICE AGREEMENT

23. COUNTERPARTS: This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

EL CAMINO COMMUNITY
COLLEGE DISTRICT

CENTINELA VALLEY UNION HIGH SCHOOL
DISTRICT

By _____
Rocky Bonura
Director of Business Services

By _____

Date _____

Date _____

By _____

By _____

Date _____

Date _____

By _____

Date _____

Additional Information About Instructional Services Agreements

California Community Colleges: Contracted District Audit Manual For Fiscal Year 2010-11. (May 27, 2011).

test_revised_final_CDAM 2010-11_pdf.pdf. Retrieved from
http://extranet.cccco.edu/Portals/1/CFFP/Fiscal_Services/Accountability/CDAM/2010_11/test_revised_final_CDAM%202010-11_pdf.pdf

California Community Colleges: The Chancellor's Office Should Exercise Greater Oversight of the Use of Instructional Service Agreements for Training or Services. (January 2000). California State Auditor Bureau of State Audits. 96040.pdf. Retrieved from <http://www.bsa.ca.gov/pdfs/reports/96040.pdf>

Contracted District Audit Manual for the Audit of Fiscal Year 2011-12. (May 2012). 2011-12_CDAM_Updated_2Jul2012.pdf. California Community Colleges Chancellor's Office. Retrieved from http://extranet.cccco.edu/Portals/1/CFFP/Fiscal_Services/Accountability/CDAM/2011-12/2011-12_CDAM_Updated_2Jul2012.pdf.

Contracted District Audit Manual Updates for 2011-12. (June 8, 2012). Memorandum entitled Contracted District Audit Manual for 2011-12 by Frederick E. Harris, Assistant Vice Chancellor College Finance and Facilities Planning. FS12-03_2011-12_CDAM_Updates.pdf. Retrieved from http://extranet.cccco.edu/Portals/1/CFFP/Fiscal_Services/Memos/FS12-03_2011-12_CDAM_Updates.pdf

California Education Code §46146. Retrieved from:

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=edc&group=46001-47000&file=46140-46147>

Guidelines for Instructional Service Agreements. (September 14, 2012). Memo_for_ISA_Guidelines_09042012.pdf. Letter from Barry A. Russell, Ph.D., Vice Chancellor, Academic Affairs Division and Frederick E. Harris, Assistant Vice Chancellor, Finance and Facilities Planning Division. Retrieved from http://extranet.cccco.edu/Portals/1/CFFP/Fiscal_Services/AttnDc_Acctg/ISA/Memo_for_ISA_Guidelines_09042012.pdf

Minimum Qualifications (Faculty/Staff). (n.d.). California Community Colleges Chancellor's Office. Extranet -- California Community Colleges Chancellor's Office > Divisions > Academic Affairs > Instructional Programs and Services Unit > Minimum Qualifications. Retrieved January 27, 2013, from <http://extranet.cccco.edu/Divisions/AcademicAffairs/InstructionalProgramsandServicesUnit/MinimumQualifications.aspx>.

