

INSTRUCTIONAL SERVICES AGREEMENT

A Partnership between the Sierra College Joint Community College District and Tahoe-Truckee Unified School District

This Agreement is made and entered into as of the date last written below by and between the Sierra Joint Community College District, 5100 Sierra College Boulevard, Rocklin, CA 95677 (hereinafter referred to as the COLLEGE) and Tahoe-Truckee Unified School District, 11603 Donner Pass Road, Truckee, CA 96161 (hereinafter referred to as the DISTRICT and collectively with the COLLEGE referred to as the PARTIES).

RECITALS

WHEREAS, the DISTRICT desires to offer college-credit bearing courses to its high school students; and

WHEREAS, the COLLEGE desires to provide college-credit bearing courses to the DISTRICT'S high school students; and

WHEREAS, the PARTIES desire to partner together for the purpose of offering 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, improving high school graduation rates, and helping high school pupils achieve college and career readiness; and

WHEREAS, for the purposes of this agreement, "College and Career Access Pathways" (CCAP) refers to a program of college-credit bearing courses ("CCAP courses") taught to DISTRICT high school students by college-approved high school teachers ("CCAP Faculty"); and

WHEREAS, the CCAP Faculty will be employees of the DISTRICT and paid directly by the DISTRICT to provide instructional services related to the CCAP Courses;

WHEREAS, the COLLEGE will reimburse the DISTRICT for the instructional services for the CCAP courses provided to the DISTRICT and will maintain control over the instructional activities and services of the CCAP Faculty; and

WHEREAS, the legal requirements governing this AGREEMENT are subject to change by the California State Legislature. Current regulations are contained in Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002(a), 55002 (3), 55005, 55232, 58051.5, 58056, 58058, 58058(b), 58102, and 58104, and Education Code Sections 48800, 48801, 58920, 76001(d), 76002, 76004, 76220, 76355, and 84752;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreement herein set forth, the Parties do hereby agree as follows:

TERMS OF AGREEMENT

1. LIAISON

- 1.1. The COLLEGE shall appoint a liaison who will approve all CCAP Faculty in consultation with the academic department of the COLLEGE. (CA Code of Regulations 58056)
- 1.2. The liaison or designee shall provide initial training for CCAP Faculty, conduct site visits, COLLEGE performance evaluations, and strengthen communication between essential elements of the DISTRICT, the COLLEGE, academic departments, and student services. (CA Code of Regulations 58056)
- 1.3. The liaison will keep CCAP Faculty apprised of new curriculum developments, pedagogic innovations, textbook adoptions, educational outcomes, assessment of learning, grading standards, proficiency expectations, and syllabus components. (CA Code of Regulations 58056)

- 1.4. The COLLEGE shall appoint an administrator, the Director for Dual Enrollment, who will serve as the primary point of contact for the program. The Director for Dual Enrollment shall manage the dual enrollment program and ensure communication between essential elements of the DISTRICT, the COLLEGE, and their respective academic and student affairs departments.
 - 1.5. The DISTRICT shall appoint an Administrative Liaison that serves as the primary point of contact for the COLLEGE. The DISTRICT shall also appoint Site Liaisons who serve as the primary point of contact at individual high schools in the DISTRICT.
 - 1.6. The COLLEGE and DISTRICT shall identify data liaisons who will serve as the primary point of contact for sharing student information, in compliance with state and federal privacy laws.
2. ADMISSIONS AND REGISTRATION
- 2.1. CCAP students shall be exempted from the fees and admissions requirements listed in the COLLEGE's Board Policies 5010 and 5030. Admissions and registration shall be governed by all other applicable policies and procedures established by the COLLEGE. (CA Ed Codes 48800, 76001(d), 76004)
 - 2.2. Prior to registering for a CCAP course, students shall complete and submit a CCAP Permission Form, granting parental consent for their high school student to enroll in community college courses.
 - 2.3. Students enrolled in a CCAP course shall not be assessed any fee that is prohibited by Education Code section 49011.
 - 2.4. The DISTRICT shall supply the DISTRICT students with all required texts and materials. The COLLEGE will waive all COLLEGE fees for DISTRICT students enrolling in a CCAP course at the DISTRICT. Pursuant to SB 150 and SB 141 non-resident students admitted and enrolled per this agreement will be exempted from paying non-resident tuition.
 - 2.5. All CCAP courses shall have a minimum enrollment of twenty (20) students unless the COLLEGE and the DISTRICT agree otherwise.
 - 2.6. Students will be enrolled in CCAP courses in compliance with existing COLLEGE enrollment policies.
3. COURSES
- 3.1. The DISTRICT shall request CCAP classes using the processes established by the COLLEGE. All CCAP class offerings must be approved by the COLLEGE and consistent with all Title 5 standards. If a CCAP class is operated on-site by the DISTRICT, the COLLEGE is responsible for the educational courses.
 - 3.2. Courses offered in the DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus. (CA Code of Regulations 55002(a), 55232 and CA Ed Code 48801)
 - 3.3. Courses offered in the DISTRICT shall be COLLEGE catalogued courses with the same department designations, course descriptions, numbers, titles, and credits. (CA Code of Regulations 55002(a), 55005, 58102, 58104)
 - 3.4. Courses offered in the DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE. (CA Code of Regulations 55002(3))
 - 3.5. All COLLEGE rules and regulations apply to CCAP courses, except as exempted elsewhere in this Agreement.
 - 3.6. COLLEGE has procedures in place to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures include, but are not limited to; site visits to the site of the CCAP course by one or more representatives of the COLLEGE to ensure that courses offered at the DISTRICT are the same courses offered at the COLLEGE.
 - 3.7. CCAP courses to be offered in the DISTRICT during the span of this AGREEMENT shall be listed in Appendix A.
 - 3.8. Total number of high school students to be served: 35
 - 3.9. Total number of full-time equivalent students projected to be claimed by COLLEGE: 5.33
 - 3.10. Scope, Nature, Time and Location of courses to be offered by the COLLEGE shall be listed in Appendix A.

- 3.11. Students shall demonstrate their ability to benefit from these courses through their high school transcripts, assessment by appropriate DISTRICT personnel, and placement through COLLEGE processes where applicable.
 - 3.12. The COLLEGE certifies that under this agreement, the college courses offered for credit at the DISTRICT do not reduce access to the same course offered at the partnering community college campus.
 - 3.13. The COLLEGE certifies that no course offered under this agreement is oversubscribed or has a waiting list.
 - 3.14. The COLLEGE certifies that its participation in this CCAP partnership is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in this CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.
 - 3.15. Additional CCAP Courses may be added during the span of this AGREEMENT by mutual agreement of the COLLEGE and the DISTRICT and these CCAP Courses shall be identified in a fully executed addendum to this agreement.
4. FACULTY
- 4.1. CCAP Faculty shall be COLLEGE-approved high school teachers who meet the Minimum Qualifications for Faculty and Administrators in California Community Colleges for the discipline in which they are assigned to teach. (CA Code of Regulations 53410)
 - 4.2. CCAP Faculty shall be the sole employees of the DISTRICT and the DISTRICT shall be solely responsible for all associated salaries, wages, and benefits due to faculty.
 - 4.3. The COLLEGE certifies that under this agreement, a qualified high school teacher teaching a course offered for college credit at the high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college.
 - 4.4. CCAP Faculty provided by the DISTRICT shall meet the discipline-specific minimum qualifications established by the COLLEGE. (CA Code of Regulations 53410)
 - 4.5. Prior to teaching, CCAP Faculty provided by the DISTRICT shall receive discipline-specific training and orientation from the COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, procedures, record keeping, and instructional responsibilities. (CA Code of Regulations 58058)
 - 4.6. CCAP Faculty provided by the DISTRICT may participate in all professional development activities sponsored by the COLLEGE during any semester they teach in the CCAP program and shall be encouraged to participate in ongoing collegial interaction to address course content, course delivery, assessment, evaluation, and/or research and development in the field. (CA Code of Regulations 58058)
 - 4.7. CCAP Faculty provided by the DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE risk becoming ineligible to teach CCAP courses at the discretion of the COLLEGE. CCAP Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for part-time faculty of the COLLEGE and by the DISTRICT using the adopted evaluation process for teachers employed by the DISTRICT. The COLLEGE evaluation process includes student surveys. (CA Code of Regulations 58058)
 - 4.8. CCAP Faculty must sign an Instructor Agreement, approved by the COLLEGE, and shall meet qualifications required by the COLLEGE. The COLLEGE has the primary right to control and direct the instructional activities of the instructor during the term specified by the contract. (CA Code of Regulations 58058(b); COLLEGE AP 4610)
 - 4.9. Discipline and dismissal of CCAP Faculty will be the sole responsibility of the DISTRICT consistent with the relevant dismissal and discipline processes for teachers employed by the DISTRICT.
 - 4.10. While this agreement does not call for the use of community college instructors to teach CCAP courses on a high school campus, COLLEGE certifies that any community college instructor teaching a course on a high school campus shall not have been convicted of any sex offense as defined in Section 87100, or any controlled substance offense as defined in Section 87011.
 - 4.11. While this agreement does not call for any community college instructor to teach CCAP courses on a high school campus, COLLEGE certifies that any community college instructor teaching a course on a high

school campus shall not displace or result in the termination of an existing high school teacher teaching the same course on that high school campus.

- 4.12. While this agreement does not call for any community college instructor to teach any remedial courses on a high school campus, COLLEGE certifies that any remedial course would be offered only to high school students who do not meet their grade level standard in math or English as assessed and determined by school district, and that any delivery of remedial courses shall involve a collaborative effort between the Parties.
5. ON-SITE SUPERVISION
 - 5.1. CCAP Courses will be conducted at Truckee High School ("SCHOOLS"), which are public school facilities operated by DISTRICT.
 - 5.2. CCAP Courses and students shall be under the direct supervision of the CCAP Faculty at the SCHOOL. Student discipline is the responsibility of the DISTRICT.
 - 5.3. The COLLEGE will maintain control and direct the instructional activities of the CCAP Faculty and shall outline the duties of the CCAP Faculty in a separate agreement. (CA Code of Regulations 58056)
 - 5.4. COLLEGE will provide direction to CCAP Faculty through an instructor's manual, course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide to its hourly on-campus instructors.
 6. STUDENTS
 - 6.1. Students must meet all COLLEGE prerequisite and placement requirements before enrolling in a CCAP Course. (CA Code of Regulations 51006,58051.5, and CA Ed Code 76002)
 - 6.2. Grades earned by students enrolled in CCAP Courses will be posted on official COLLEGE and DISTRICT transcripts. (CA Ed Code 76220)
 - 6.3. Students enrolled in CCAP Courses will be directed to the official catalog of the COLLEGE.
 - 6.4. Students enrolled in CCAP Courses shall have access to student support services programs available at the COLLEGE for which they may be eligible.
 - 6.5. Students who withdraw from a CCAP Course will not receive any COLLEGE credit for work completed. All COLLEGE enrollment, attendance, grading, and repeatability regulations apply to CCAP courses.
 - 6.6. Students enrolled in a CCAP Course will be held to a comparable level of rigor to all courses offered at the COLLEGE.
 - 6.7. Students with disabilities who are enrolled in CCAP courses are eligible to receive accommodations in adherence with the COLLEGE policies and procedures. Appropriate accommodations will be provided through the COLLEGE Disabled Students Programs and Services Office.
 - 6.8. Student discipline is the responsibility of the DISTRICT. Instances of student dishonesty are subject to COLLEGE policy.
 - 6.9. Participation in a CCAP course is limited solely to eligible high school students.
 7. ASSESSMENT
 - 7.1. Students enrolled in CCAP Courses shall be held to the same standards of achievement as students on the COLLEGE campus. (CA Ed Code 48801)
 - 7.2. Students enrolled in CCAP Courses shall be held to the same grading standards as those expected of students in on campus COLLEGE sections.
 - 7.3. Students enrolled in CCAP Courses shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in on campus COLLEGE sections.
 8. EVALUATION
 - 8.1. The COLLEGE and the DISTRICT may conduct student evaluations for each CCAP Course offered in the SCHOOL. (CA Ed Code 58920)
 - 8.2. The COLLEGE and the DISTRICT may survey and collect data on alumni of CCAP Courses after they graduate from the DISTRICT. (CA Ed Code 76220)
 - 8.3. The COLLEGE and the DISTRICT may annually conduct surveys of participating high school instructors, principals, and guidance counselors.

- 8.4. The COLLEGE and the DISTRICT shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of CCAP Course delivery.

9. RECORDS

- 9.1. Records of student attendance and achievement (grades) for all DISTRICT students who enroll in a CCAP course shall be maintained by the DISTRICT and open for review at all times by officials of the COLLEGE. (CA Ed Code 76220)
- 9.2. Records of student attendance and achievement (grades) for all DISTRICT students who enroll in a CCAP Course shall be kept by the instructor and submitted to the COLLEGE using the COLLEGE's usual processes. (CA Ed Code 76220)
- 9.3. In engaging in the information exchange described in this section, DISTRICT and COLLEGE will both comply with state and federal privacy laws with regard to all student records for students enrolled in a CCAP Course. This includes protecting student records from unauthorized disclosure or transmission to unauthorized third parties. The College is committed to the protection and confidentiality of student educational records by adhering closely to the guidelines established by the Family Educational Rights and Privacy Act (FERPA) which is federal legislation established to regulate access and maintenance of student educational records. Federal and state laws relating to the privacy of student records may differ from those regulations governing California high school students.
- 9.4. The DISTRICT and COLLEGE may share student information for program management and program improvement purposes, using identified data liaisons and in accordance with FERPA regulations.

10. REIMBURSEMENT

- 10.1. The DISTRICT shall invoice the COLLEGE at the end of each semester for the instructional services rendered at a rate of \$900.00 per unit delivered to CCAP students.
- 10.2. The COLLEGE shall make payment to the DISTRICT within 30 days of receiving the invoice for instructional services rendered. (CA Ed Code 76355)
- 10.3. The financial arrangements defined herein may be adjusted annually by a duly adopted written amendment to this Agreement, signed by both Parties.
- 10.4. Separate and distinct from the COLLEGE's reimbursement for instructional services, the DISTRICT shall pay the instructor of record a stipend. These stipends are not reimbursable expenses and remain the sole responsibility of DISTRICT.

11. COMPLIANCE

- 11.1. Both the COLLEGE and the DISTRICT certify that they are in compliance with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- 11.2. The DISTRICT will be employer of record for purposes of assignment monitoring and reporting to the county office of education.
- 11.3. The DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 11.4. The DISTRICT and the COLLEGE have established protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.
- 11.5. Points of contact for the duration of this agreement:

DISTRICT: Shaun Roderick, Director of Educational Services

COLLEGE: Nigel Haikins-Appiah Program Director Dual Enrollment

12. INDEMNIFICATION

- 12.1. The DISTRICT agrees to and shall indemnify, save, and hold harmless the COLLEGE and its officers, agents, governing board members and employees from any and all claims, injuries, demands, liabilities, costs,

expenses (including reasonable attorneys' fees and court costs), damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence or willful acts of the DISTRICT, its officers, agents, governing board members and employees.

- 12.2. The COLLEGE agrees to and shall indemnify, save, and hold harmless the DISTRICT and its officers, agents, governing board members, and employees from any and all injuries, claims, demands, liabilities, costs, expenses (including reasonable attorneys' fees and court costs), damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence or willful acts of the COLLEGE, its officers, governing board members and employees.

13. INSURANCE

- 13.1. The DISTRICT, in order to protect the COLLEGE, its agents, governing board members, employees and officers and volunteers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, evidence of general liability insurance or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, and property damage insurance of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence with an insurer with a current A.M. Best's rating of no less than A-VII authorized to do such public liability and property damage insurance business in the state of California or otherwise acceptable to the COLLEGE. Said policy of insurance or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers and volunteers as an additional insured for the purposes of this AGREEMENT. A certificate of insurance including such endorsement shall be furnished to the COLLEGE prior to the commencement of services.
- 13.2. Evidence of Sexual Misconduct coverage shall be included on the evidence of insurance if included in the general liability insurance program. Otherwise, evidence of coverage shall also be provided to the COLLEGE.
- 13.3. The DISTRICT shall provide evidence of automobile liability insurance or an approved program of self-insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence with an insurer with a current A.M. Best's rating of no less than A-VII authorized to do such public liability and property damage insurance business in the state of California or otherwise acceptable to the COLLEGE. Coverage shall include owned, non-owned and hired automobiles.
- 13.4. The DISTRICT shall provide proof of worker's compensation insurance evidencing statutory limits as required by the State of California. The DISTRICT shall also furnish evidence of ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease of Employer's Liability coverage. DISTRICT's insurer shall agree to waive their rights of subrogation by providing an endorsement to the COLLEGE acknowledging such.
- 13.5. DISTRICT shall provide 30-day notice of intent to cancel, non-renew or make material change in coverage for all lines of coverage to COLLEGE.
- 13.6. Any insurance proceeds that are available to the DISTRICT that are broader than or in excess of the specified minimum insurance coverage shall be available to the COLLEGE as an additional insured.

14. FULL FUNDING

- 14.1. A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.
- 14.2. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to a CCAP agreement is authorized attendance for which the community college district shall be credited or reimbursed pursuant to ECS 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity.
- 14.3. The COLLEGE certifies that the direct education costs of the CCAP courses are not being fully funded through other sources.
- 14.4. The DISTRICT certifies that it has not received full compensation for the direct education costs for the conduct of the CCAP Courses from other sources.

14.5. The DISTRICT agrees and acknowledges that the COLLEGE will claim apportionment for the students enrolled in CCAP courses.

15. REPORTING

15.1. The COLLEGE, in conjunction with the DISTRICT, shall report annually to the State Chancellor’s office the following information:

- i. The total number of high school pupils by school site enrolled in this CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- ii. The total number of community college courses by course category and type and by school site enrolled in CCAP partnership participants.
- iii. The total number and percentage of successful course completion, by course category and type and by school site, of CCAP partnership participants.
- iv. The total number of Full-Time Equivalent Student (FTES) generated by CCAP partnership participants.
- v. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. (CA Ed Code 76004 (t) i (e))

16. NON-DISCRIMINATION CLAUSE

16.1. The COLLEGE affirms that it shall not discriminate against any person in any aspect of education or employment without regard to ethnicity, national origin, religion, age, sex, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

17. TERM OF AGREEMENT

17.1. August 1, 2024 to June 30, 2025

18. TERMINATION OR CHANGES

- 18.1. Either party may terminate this AGREEMENT at any time by providing 30-days' written notice to the other party. Written notice of termination shall be addressed to the responsible person listed in Item 19 below.
- 18.2. Upon receiving or providing a notice of termination of this AGREEMENT, the Parties shall develop a mutually agreeable teach-out plan that enables students to complete the CCAP course they are enrolled in and provides for a final invoice from DISTRICT for any remaining instructional services.
- 18.3. COLLEGE will reimburse DISTRICT 30 days after receiving the final invoice for any remaining instructional services occurring through the teach-out plan.

19. NOTICE TO PERSONS RESPONSIBLE FOR THE IMPLEMENTATION OF THIS AGREEMENT

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

TO THE COLLEGE:

David Martin
Vice President of Administrative Services
Sierra Joint Community College District
5100 Sierra College Boulevard
Rocklin, CA 95677

TO THE DISTRICT:

Shaun Roderick
Director of Educational Services
Tahoe-Truckee Unified School District
11603 Donner Pass Road
Truckee, CA 96161

Board Date: July 9, 2024

20. MISCELLAENOUS

- 20.1. This Agreement contains all agreements, promises and understandings between the Parties regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either party in any dispute, controversy or proceeding.
- 20.2. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.
- 20.3. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time.
- 20.4. This Agreement and the performance thereof shall be governed interpreted, construed, and regulated by the laws of the state of California. The Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Placer County, California.
- 20.5. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.
- 20.6. A copy of this Agreement shall be filed with the Chancellor’s Office of the California Community Colleges.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the last date written below.

Date: July 11, 2024 | 12:48 PM PDT

Date: July 17, 2024 | 2:23 PM PDT

DocuSigned by:

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 SIERRA JOINT COMMUNITY COLLEGE DISTRICT

DocuSigned by:

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 TAHOE-TRUCKEE UNIFIED SCHOOL DISTRICT

APPENDIX A

District: Tahoe-Truckee Unified School District Academic Year: 2024-25 Course Times: Regular School Day								
School	Education Program	# of students to be served	Projected FTES	Course #	Course Name	Units	Number of Expected Units	Term
Truckee High School		35	5.33			3.5	3.5	
	Career - Technical Education			HSCI 7	Emergency Medical Responder	3.5	3.5	Spring
Total		35	5.33			3.5	3.5	