



STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT
AGREEMENT NUMBER Enter Contract Number here or "N/A"

This Standard Inter-Agency Instructional Services Agreement (hereinafter "Agreement") is entered into by and between the Rancho Santiago Community College District, with its principle place of business located at 2323 North Broadway, Santa Ana, California 92706 (hereinafter "District") on behalf of Enter College Name, Enter Program Name and Enter Name of Agency (hereinafter "Agency") with its principle place of business located at Enter Agency Address.

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, the District operates a Enter Name/Description of the Program (hereinafter "Program")

WHEREAS, Agency has the personnel, expertise, and equipment to provide the special services required by the Program, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

1) **TERM AND TERMINATION:** This agreement shall be binding and deemed effective on Enter Effective Date or until ratified or approved by District's Board of Trustees, whichever is later, and shall remain in effect Enter End Date unless sooner terminated by either party in accordance with this section.

- a) The District may terminate this Agreement without cause by giving thirty (30) days' prior written notice to the other party of its intention to terminate. In the event classes are in progress, any written notice to terminate without cause shall become effective at the completion of the scheduled classes.
- b) In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty-day period.
- c) Notwithstanding the foregoing, in the event the Program is discontinued by the District during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

2) **AGENCY'S RESPONSIBILITIES:**

a) Services. Beginning with the District's Enter Year and Semester, Agency shall be responsible for teaching the following course(s):

Enter Name of Courses

Agency shall teach the course(s) Enter frequency of course offerings.

Other courses may be added by mutual consent of both parties.

- b) Instructor Qualifications: All student contact hours submitted by the Agency to the District shall have been taught under the line-of-sight supervision of appropriately trained and qualified instructors. This expertise is furnished at the expense of the Agency. The Agency's services also include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
- c) Agency Orientation: Agency shall provide an orientation to all District instructors and students covering Agency's rules, regulations, and procedures for use of Agency's specialized equipment and facilities.
- d) Enrollment of Students: The District will supply current student enrollment forms (electronically if applicable) to the Agency who will return properly completed enrollment forms (electronically if applicable) to the District as soon as is practical, but no later than fourteen days after the execution of this Agreement.
- e) Student Attendance Records. Agency will maintain records of student attendance and achievement. Records will be open for review at all times by officials of the District and submitted according to the schedule attached hereto as Exhibit A.
- f) Applicable Law. Agency agrees to comply with all federal, state, and local laws, rules regulations, and ordinances that are now or may in the future become applicable to Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

3) DISTRICT'S RESPONSIBILITIES:

- a) Educational Program. The Program provided under this Agreement is the sole responsibility of the District. The Program will be conducted according to the District's policies regarding eligibility, attendance, course work, examinations, and related policies and procedures. Accordingly, the District retains responsibility for the Program and/or courses offered pursuant to this Agreement.
- b) Supervise and Control Instruction. The instruction claimed for apportionment under this Agreement shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.
- c) Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, and the instructor will be providing instruction for which Full-time Equivalency Students (FTES) will be reported, the instructor shall be required to enter into a separate contract with the District pursuant to title 5, section 58058 of the California Code of Regulations The District reserves the right to request and be granted specific instructors when it is within capability of the Agency.
- d) Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.
- e) District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.
- f) Courses of Instruction. It is the District's responsibility to ensure that the course outlines of record are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's Board of Trustees.

- g) Different Section of Courses. District has procedures 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, and that students are held to a comparable level of rigor. Such procedures apply to the faculty and courses that are the subject of this contract.
- h) Enrollment. Each semester, District will advise Agency, and Agency will comply with, the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.
- i) Approval of Degree and Certificate Programs. District is responsible for ensuring that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.
- j) Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.
- k) Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

4) FEES:

- a) Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: \$Enter dollar amount per student contact hour, not to exceed Enter Number of student contract hours student contract hours or \$Enter dollar amount per fiscal year. Annual limits shall not be exceeded without the expressed written permission from the District Board of Trustees.
 - i) Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.
 - ii) Tuition. It is mutually agreed that Agency can choose to deduct tuition fees from the total dollar amount per student contact hour paid to Agency by District.

5) TERMS AND CONDITIONS:

- a) Facilities. Agency and District agree that courses shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)
- b) Open Enrollment. District and Agency agree that enrollment in courses must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)
- c) Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g., Counseling and Guidance, and Placement Assistance).
- d) Indemnification. The District shall defend, indemnify and hold Agency harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, employees (except for

those who are also employed by the Agency), Students, or instructors provided by the District (if applicable).

Agency shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officers, agents, employees, or instructors provided by the Agency.

- e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- f) Independent Contractors. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as District may specify in writing.
- g) Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.
- h) Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, pandemics, fire, electrical power outages, earthquakes or other natural disasters.
- i) Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:
Rancho Santiago Community College District
ATTN: Vice Chancellor of Business Services
2323 North Broadway
Santa Ana, California 92706

With a copy to:

Enter College and Program Name
Attn: Enter Program Administrator
Enter Address
Enter Email Address

If to Agency:
Enter Name and Title
Enter Company Name
Enter Address

If submitting an invoice, insert: "Attn: Accounts Payable"

Notices delivered personally will be deemed delivered as of actual receipt; mailed notices will be deemed delivered as of five (5) days after mailing. Each party may change its address by written notice in accordance with this section.

- j) Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement and all the provisions of this Agreement and shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- k) Choice of Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California with exclusive venue in Orange County, California.
- l) Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
- m) Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; Automobile Liability coverage covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); workers compensation insurance as required by California law; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.
- n) Equal Employment Opportunity Clause. The parties to this Agreement agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
- o) Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.
- p) Severability. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.

Execution. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

Agency: ENTER AGENCY NAME

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Signature: _____
Name: Enter Name of Signatory
Title: Enter Title of Signatory
Date: Select Date

Signature: _____
Name: Enter Name
Title: Enter Title
Date: Select Date

Contract # Enter contract # and then press Print Preview to see the change in the footer